

Terms and Conditions

§ 1

Scope

1.1

These Business Terms and Conditions apply to the conclusion of contracts made via the website of www.mdpi.com and all subdomains (hereinafter referred to as "Website") or through related e-mail communication, and to all related services provided by MDPI AG, Grosspeteranlage 5, CH-4052 Basel, Switzerland (hereinafter referred to as "MDPI").

1.2

Any user of the website or buyer of services shall be referred to as "Customer" or "You/Your" throughout these Terms and Conditions.

1.3

Any business terms by the Customer which diverge from these Terms and Conditions shall not apply, unless expressly confirmed by MDPI in written form.

1.4

The Terms of Use of the Website (<https://www.mdpi.com/about/termsfuse>) constitute an integral part of the present Terms and Conditions.

1.5

In the event of any conflict between these Terms and Conditions and any other terms or information provided by MDPI (e.g., the Terms of Use of the Website referenced herein or the Article Processing Charges Information "APC"), these Terms and Conditions shall prevail over all other terms and information.

§ 2

Offering of MDPI

2.1

MDPI only offers scientific publication via its Journals on the Website and editorial services, which are described in § 3.

2.2

MDPI will use reasonable efforts to expand post-publication coverage of all MDPI's journals within the main academic databases, scope-specific databases and country-specific journal ranking lists. But apart from this § 2.1, MDPI shall not owe any further services or results to the Customer under these Terms and Conditions. In particular, but not limited to, MDPI will not provide or warrant any indexation or abstracting of publications of Customers, repository delivery services, digital preservation of publications or similar services. The Customer acknowledges that MDPI has no influence or control on journal rankings, indexation or de-indexation of publications or the number of publications citations.

§ 3

Ordering and Purchasing of Services from MDPI

3.1

To order a publication service through the Website, the Customer must first register with the Website.

3.2

The requirements for registering with the Website are that the Customer is of full age and has full legal capacity.

3.3

The Customer asks for contracting publication and editorial services with MDPI the moment she/he/they submit(s) an original scientific article ("Article") for evaluation through peer-review and possible publication by MDPI.

3.4

The Customer agrees to support open access publishing, which allows unlimited access to his/her published paper. In addition, the Customer agrees to the [article processing charge](#) ("APC") and is bound to pay the APC after acceptance of the paper for publication.

3.5

The Customer agrees that all withholding tax (WHT) obligations and any taxes, levies, duties, or similar governmental assessments of any nature (collectively, "Taxes"), if applicable, shall be the sole responsibility of the Customer. All payments to MDPI shall be made in full, without any deduction for Taxes. If any payments to be made by the Customer to MDPI under these Terms and Conditions are subject to any Taxes, the Customer shall pay to MDPI such additional amounts as may be necessary so that the net amount received by MDPI after the deduction of such Taxes is equal to the amount MDPI would have received if no such Taxes had been deducted.

3.6

When purchasing services from MDPI, the Customer has the following cancellation right: The Customer can withdraw her/his Article and cancel the declared intention to conclude the contract any time during the evaluation (peer-review) of the Article. Once the Article is accepted for publication, it may no longer be withdrawn by the Customer. Any benefits or interests received by the Customer up to the cancellation must be restituted to MDPI.

3.7

MDPI has the following cancellation rights: MDPI reserves the right to turn down or reject an Article without specifying any reasons. This applies until the conclusion of the contract.

After the contract has been concluded, MDPI has a right of termination for convenience during 30 days after the conclusion of the contract.

MDPI can terminate the contract at any time without notice for good cause. Such good cause can be in particular:

- if there is suspicion of plagiarism, according to which the Article has been plagiarized in whole or in part;
- if there is a suspicion that the Customer has misrepresented, falsified or manipulated data or research results;
- if MDPI expects reputational risks as a result of the collaboration/contractual relationship;
- if the Article raises or could raise legal problems, e.g. through defamation;
- if MDPI is of the opinion that the Article contains scientific or technical errors or no longer corresponds to the scientific state of the art (i.e. is out of date);
- if there is a suspicion that the stated authors have not contributed or if essential authors have not been named.

In the event of termination for convenience, MDPI shall reimburse the Customer for all service fees that the Customer may have already paid to MDPI in connection with the conclusion of the contract. This does not apply to services already rendered for English editing.

3.8

In case a Customer pays more than invoiced by MDPI, any bank or transaction charges will be deducted from a partial refund of the overpaid amount.

3.9

Once an article is published, MDPI will refund authors in exceptional circumstances only and a decision will be made on a case-by-case basis.

3.10

Once an Article is published, it is likely to be archived and referenced in a number of archives and repositories. The Article will in principle remain published permanently and cannot be removed from a Journal and/or the

Website, subject to the following provision: MDPI reserves the right to remove at any time and in MDPI's sole discretion any Article(s) or any other content from a Journal and/or the Website, in particular, but not limited to, if in MDPI's sole perspective, an Article or any other content violates (i) applicable law, (ii) these Terms and Conditions or (iii) would give MDPI a right for termination for good cause as described under Clause 3.7.

Such removal does not entitle the Customer to reimbursement of any APCs.

§ 4

Manuscript and Copyright Issues

4.1

If material from other publications is reproduced in your manuscript, please provide proof that you have obtained the necessary copyright permission. A full warranty of title is agreed that the Article written by the Customer does not infringe any third-party rights. The Customer hereby gives an indemnification undertaking in favour of MDPI. The Customer undertakes to defend and fully indemnify MDPI from and against any and all claims, suits, actions, proceedings, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees and court costs) if a third-party asserts claims against MDPI in connection with the published Article written by the Customer.

Please refer to our Rights & Permissions website: <https://www.mdpi.com/authors/rights/>.

4.2

Your manuscript is accepted for processing on the understanding that it has not been published elsewhere (or submitted to another journal). Exceptions to this rule are papers containing material disclosed at conferences, however please inform us if this is the case. For papers with multiple authors, please also confirm that all authors are familiar with, and agree with, the contents of the manuscript. We reserve the right to contact all authors to confirm this in case of doubt.

4.3

Your Article, if accepted, will be an open access article distributed under the terms and conditions of the Creative Commons Attribution License (<http://creativecommons.org/licenses/by/4.0/>). MDPI will insert the following note at the end of the published text: © 202X by the authors; licensee MDPI AG, Basel, Switzerland.

§ 5

Patent Issues

By submission of your manuscript you have to ensure that all patent applications of your manuscript have been filed prior. Publication of a manuscript is likely to reduce or cancel the patentability of any unpatented ideas in the manuscript.

§ 6

Publication of e-mail addresses

6.1

MDPI publishes the e-mail addresses of all authors. Thus, the e-mail addresses are visible to the other registered customers as well as to unregistered visitors to the website. By submitting the Article, the Customer consents to his e-mail address being published in connection with his Article.

6.2

If several authors have worked on the Article and their names are mentioned, it is the Customer's responsibility to ensure that all authors are informed that their e-mail addresses will be published in accordance with § 6.1 above. The Customer shall obtain the consent of his/her co-authors to the publication of their e-mail address.

6.3

By notifying MDPI of all of the e-mail addresses of the authors involved in the Article, the Customer consents to the terms and conditions pursuant to this § 6.1 and 6.2. All e-mail addresses of all the authors involved must be submitted to MDPI and at least one institutional e-mail address. For indexing and abstracting services, all names, addresses, e-mail addresses of the authors and affiliations must also be provided.

§ 7

Prices, Terms of Payment

7.1

Prices are stated at the following page: <https://www.mdpi.com/about/apc>. MDPI reserves the right to adjust these prices. Such adjustments will be published on the page before they enter into force. The applicable price for the publication service regarding an accepted Article is based on the date of the original submission of the Article to MDPI.

7.2

Discounts on the service price apply for authors affiliated with institutions that have signed-up to MDPI's institutional open access program (IOAP) and may be granted to reviewers. Furthermore, MDPI may grant discounts and waivers in exceptional cases, however, reserves the right to decline such discounts and waivers without specifying a reason.

7.3

Payments to MDPI are due within 5-10 days of sending the invoice to the Customer. For more details, please refer to: <https://www.mdpi.com/about/apc>.

7.4

Invoices are sent by e-mail to the payment contact person provided by the Customer soon after acceptance of an Article for publication.

§ 8

Contract Document

MDPI makes no provision for a separate contract document based on these Terms and Conditions. However, the Customer may check at any time the ordered services and status of the Article through her/his personal account on the Website.

§ 9

Limitation of Liability

IN NO EVENT SHALL MDPI, OR THEIR RESPECTIVE LICENSEES, EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL LOSS, DAMAGES FOR LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, CLAIMS OF THIRD PARTIES, OR ANY OTHER LOSS, COST, CLAIM OR EXPENSE OF ANY KIND OR CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY WEBSITE, ITS CONTENT OR ANY WEBSITE TO OR FROM WHICH ANY LINKS MAY BE ESTABLISHED.

In particular, MDPI is not liable if published articles infringe third-party rights (§ 4.1). Nor can any claims be asserted against MDPI if the Customer has not informed its co-authors of the publication

of their e-mail addresses and has breached its obligation to obtain consent to such publication (§ 6.1-6.3).

Nothing in these Terms and conditions shall limit or exclude, or be interpreted as intending to limit or exclude, liability for gross negligence (as defined under Swiss law) or for deliberate wrongdoing, or for any other matter for which, under any applicable law, liability cannot be limited or excluded.

§ 10

Force Majeure

In no event MDPI is liable for any failure or delay in the performance of its obligation due to circumstances beyond its control (e.g. war, fire, explosion, pandemic etc.).

§ 11

Privacy Policy

The scope and purpose of the collection, processing and use of the personal data necessary for the performance of MDPI's tasks are specified in our Privacy Policy. The Privacy Policy can be found under: <https://www.mdpi.com/about/privacy>.

§ 12

Miscellaneous

12.1

Basel, Switzerland shall be the place of jurisdiction for all legal disputes arising of these Terms and Conditions, even if the Customer has her/his domicile outside of Switzerland.

12.2

Swiss law applicable at the place of jurisdiction of MDPI shall apply exclusively, excluding the conflict of law's provisions, the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("Vienna Sales Convention") and any other international conventions.

12.3

If any provisions of the Terms and Conditions should be found invalid, this shall not affect the validity of the remaining provisions. In any such case, the contracting parties shall negotiate on the invalid clause to substitute by a valid arrangement as close as possible to the original provision.

12.4

MDPI reserves the right to change these Terms and Conditions at any time by posting changes to this page of the website without prior notice. Please check these Terms and Conditions periodically for any modifications. Your continued use of any Service following the posting of any changes will mean that you have accepted and agreed to the changes.

Business Terms and Conditions MDPI

[Standard Terms and Conditions of Business of MDPI AG \(pdf\)](#)

These Terms and Conditions were last updated on 8 October 2024