



Business 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, St. Alban-Anlage 66, 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.

§ 2 Offering of MDPI

MDPI offers scientific publication and editorial services, which can be ordered by the Customer through the Website.

§ 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 submits 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/their 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 When purchasing services from MDPI, the Customer has the following cancellation right: The Customer can withdraw her/his/their 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 Once the Article is accepted for publication, it may no longer be withdrawn by the Customer.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.
- 3.6 When offering services to the Customer, MDPI has the following cancellation right: MDPI may turn down or reject the Article anytime without specifying any reason and thus cancel the conclusion of the contract. After the cancellation through MDPI, both parties are freed from any previous commitments of these Terms and Conditions. The customer shall be fully refunded if any service fees were already paid before the cancellation of the contract, with the exception of English editing charges.

- 3.7 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.
- 3.8 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.

§ 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, you have to inform us if this is the case. For papers with multiple authors, you also have to 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/her/their e-mail address being published in connection with the 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 the co-author(s) to the publication of their e-mail address(es).
- 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 § 6.1 and 6.2. All e-mail addresses of all the authors involved must be submitted to MDPI in accordance with § 4.2, § 6.1 and 6.2. Please provide at least one institutional e-mail address for one of the co-authors, and specify the name, address and e-mail for invoice purposes.

§ 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 to authors affiliated with institutions that have signed up for 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 on 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](#).

§ 12 Miscellaneous

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

These Business Terms and Conditions were last updated on 1 March 2023.

MDPI AG, St. Alban-Anlage 66, CH-4052 Basel, Switzerland