



**Academic Open Access Publishing**  
since 1996

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## **Business Terms and Conditions**

### **§ 1 Scope**

- 1.1 These Business Terms and Conditions apply to the purchase of contracts concluded through the website of [www.mdpi.com](http://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” 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 (<http://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 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 published paper. In addition, the Customer agrees to the publishing fee (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 Article and cancel the declared intention to conclude the contract anytime 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 Once the Article is accepted for publication, it may no longer be withdrawn by the Customer.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 have to 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. Please refer to our Rights & Permissions website: <http://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. Please provide e-mail addresses for all authors and at least one institutional email address for one of the co-authors, and specify the name, address and E-mail for invoicing purposes.
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#### **§ 5 Prices, Terms of Payment**

- 5.1 Prices are stated at the following page: <http://www.mdpi.com/about/apc>. 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.
- 5.2 Discounts on the service price apply for established institutional memberships 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.
- 5.3 Payments to MDPI are due within 5 days of sending the invoice to the Customer. Longer payment terms up to a maximum of 60 days can be granted by MDPI in written form by e-mail on the request of the Customer. If requested, MDPI will issue a revised invoice for purpose of restating the new payment term.
- 5.4 Invoices are sent by e-mail to the payment contact person provided by the Customer soon after acceptance of an Article for publication.

#### **§ 6 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.

## **§ 7 Miscellaneous**

- 7.1 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.
- 7.2 Swiss law applicable at the place of jurisdiction of MDPI shall apply exclusively.
- 7.3 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.
- 7.4 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 01. March 2017  
MDPI AG, St. Alban-Anlage 66, CH-4052 Basel, Switzerland