

OpenAlex Terms of Service

Last Revised: October 14, 2024

Welcome to OpenAlex! OpenAlex is a website featuring web-based tools created and maintained by Impactstory, Inc. (doing business as OurResearch) that allows users to search scholarly research and publications, and download metadata about them. To make these Terms (the "Terms") easier to read, we will sometimes refer to OurResearch (including our directors, officers, members, managers, employees, service providers, affiliates, successors and assigns) as "our", "we", or "us"; we will refer to you as "you" or a derivative of you; and we will refer to user(s) of the Service (including you) as "User(s)". These Terms apply when you browse or use the OpenAlex website maintained by Impactstory located at <https://openalex.org> (the "Site", a component of the "Service"), or in any way access or utilize any other components of the Service, if any and when available.

Please review these Terms and our Privacy Policy carefully before you begin using the Service. Our Privacy Policy describes what information we collect from you, how we collect information from you, and how we use and share information we collect from you. By using the Service, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which together create a binding legal agreement between you and OurResearch. Certain features of the Service may be subject to additional guidelines, terms, or rules, which may be set forth in a separate written agreement between you and OurResearch, or posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. If you do not agree to these Terms or the Privacy Policy, you must not access or use the Service.

About the Service

OurResearch provides a database (the "Database") of aggregated information (the "Data") related to publicly available scientific and other academic publications ("Publications"). The Data is obtained in accordance with our Privacy Policy from third party services or websites which publish, host, and/or maintain the Publications or indexes of Publications published or hosted by others ("External Platforms"). You can use the Database and the Data to identify and locate Publications that are relevant to your research or interests. We make the Data available through a variety of tools (each a component of the Service), including without limitation, an application programming interface ("API"), a snapshot of all or part of the Data contained in the Database at a given time, a web interface, among others that may be available. The various tools we use to make the Data available differ with respect to the volume, frequency, and type or format of the Data you can access from the Database.

Eligibility to Use the Service

By using the Service, you represent and warrant that you are of legal age to form a binding contract with Impactstory and use the Service in accordance with these Terms. If you register and use the Service on behalf of another entity or third party, you must have the proper authority to register, use the Service, and bind the entity or third party for which you are using the

Service. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and conditions contained in these Terms, you must stop using the Service immediately.

User Accounts

You are not required to create a user account, but you may create a user account. If you create a user account, you will be able to save search queries and subscribe to email updates for new items that meet your search criteria. We may create additional features available for users who create user accounts (e.g., metadata curation).

Users Are Not Required to Register to Use Most Features of the Service

We provide most features of the Service free of charge, and you generally do not need to register or create an account to use most features of the Service. Users may pay for a premium subscription, which is available as a monthly or annual subscription ("Premium Subscription"). The Premium Subscription is described in more detail below, and at our help webpage (located at help.openalex.org/pricing). All information we collect or process in connection with your use of the Service is subject to our Privacy Policy.

Premium Subscription

Users who pay for a Premium Subscription may use certain enhanced features and receive priority support as described in more detail at help.openalex.org/pricing. Users are not obligated to subscribe to a Premium Subscription, and may cancel their Premium Subscription with 30 days notice to OurResearch.

We May Update the Service Periodically & We Do Not Guarantee Access to the Service at Any Given Time

We may update the content, materials, and features of the Service at any time to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Data contained in the Database. Please be advised that any content contained on the Service may not necessarily be complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material. We will make reasonable efforts to ensure that any updates to the Services do not materially reduce the level of performance, functionality, security or availability of the Services, but we make no guarantees.

Additionally, we reserve the right to withdraw or amend the Service, and any feature or material we provide as part of the Service, in our sole discretion and without notice. The Service may automatically download and install upgrades and updates. We will not be liable if all or any part of the Service is unavailable for any reason at any time.

We Reserve the Right to Restrict Access to the Service

We reserve the right to refuse the use of or access to the Service to anyone for any reason at any time. From time to time, we may restrict access to the Service, or any portion of the Service, to Users, including free Users and Premium Subscription Users. We may, in our sole discretion, terminate your right to use the Service with or without cause at any time, and may prevent your

future use of the Service. You may terminate this Agreement by simply discontinuing use of the Service.

In the event of any termination of this Agreement, we may restrict your access to the Service, or any component of the Service, and any Data, content, or other material that you may have used in connection with the Service. The restriction of your use of the Service shall survive such termination, and you agree to be bound by those terms. We reserve all rights that are not expressly granted to you under these Terms.

You May Not Use the Service for Any Improper Purpose

In addition to complying with other provisions of these Terms, you agree that you will not:

- Use the Service for any unlawful purpose or for the promotion of illegal activities;
- Attempt to, or harass, abuse, or harm another person or group;
- Provide others with access to or use of your Premium Subscription, or access or use the Premium Subscription of any other user without permission;
- Provide false or inaccurate information when registering for the Service or a Premium Subscription;
- Use the Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- Use the Service to obtain, transmit, or otherwise improperly handle confidential or proprietary information of any third party;
- Use the Service in any manner which may infringe upon, misappropriate, or otherwise violate the intellectual property rights or other rights of any External Platforms or any other third party, including but not limited to, trademark, copyright, and/or other privacy rights;
- Take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on the Service;
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; or
- Otherwise interfere or attempt to interfere with the proper functioning of the Service;

Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of the Service, please contact us at team@ourresearch.org.

Copyright Complaints

If you are the copyright owner or an agent thereof and believe, in good faith, that the Data or any portion of the Data, or any materials currently being used in connection with the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to Impactstory's designated copyright agent at team@ourresearch.org:

- The date of your notification;

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- Information reasonably sufficient to permit Impactstory to contact you, such as an address, telephone number, and/or email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Links to Third Party Websites, Applications, Software, or Content

As part of the Service, we may provide you with convenient links to third party website(s), as well as content or items belonging to or originating from third parties (collectively, "Third Party Content"). These links are provided as a courtesy to Users. We have no control over Third Party Content or the promotions, materials, information, goods or services advertised by or available from Third Party Content. Such Third Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by OurResearch. We are not responsible for any Third Party Content posted on, available through or downloaded from any component of the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Content. Our inclusion of, linking to, or permitting the use or installation of any Third Party Content does not imply approval or endorsement by Impactstory. If you decide to leave the Site and access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party site or application to which you navigate from the Site.

We Make No Representations Regarding External Platform Rights and Restrictions

The primary functionality of the Service allows Users to search scholarly research and publications, download related metadata, and locate publicly available Publications from various third-party External Platforms. OurResearch does not have, and does not claim to have, any ownership rights to any Publication referenced in the Data. OurResearch makes no representations regarding the ownership, license rights, reliability, accuracy, or completeness of any Publication referenced in the Data.

Each User acknowledges and agrees that (a) some third parties may not allow the Service to access certain information from such External Platforms; (b) some third parties may restrict how Data or Publications that are made available on their External Platform or otherwise obtained from their External Platform (whether by Impactstory or by any other party) may be used and/or

repurposed or redistributed; (c) third parties that own or maintain an External Platform from which we collect Data may make changes to their websites or services that may affect the availability of certain Data in the Database or performance of the Service; and (d) OurResearch may not always be aware of any changes or restrictions imposed by External Platforms or other third party owners or licensors of Publications that could affect your rights to use certain Data or Publications referenced in the Data or Database.

Each User acknowledges and agrees that OurResearch has no control over any of the External Platforms; and, OurResearch will have no liability whatsoever for the External Platforms or any actions or inactions on the part of such third parties resulting in a User's inability to use the Service, the Data or any portion of the Data, any Publication referenced in the Data, or any other information or materials related to any of the foregoing. Each User further acknowledges and agrees that Impactstory has no control over the reliability, accuracy, or completeness of any Data obtained from External Platforms, Publications, other information made available on and/or obtained through an External Platform or otherwise referenced or provided in connection with the Service.

Export Restrictions

The Data or other information provided in connection with the Service may be subject to US export control laws and regulations. You shall not, directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law or regulation. You shall comply with all applicable federal laws, regulations, and rules, prior to exporting, re-exporting, releasing, or otherwise making any Data available outside the US.

We May Amend These Terms

We may revise and update these Terms from time to time in our sole discretion. All changes become effective immediately when we post them. We will notify you of material changes to the Terms, or any changes that require your consent, by sending an email to the email address you provided to us. For this reason, you should keep your contact information current. We may not be able to provide you with email notice if you are using features of the Service that do not require you to submit any information that could be used to contact you, so please check the Site periodically for changes.

Email is Not Sufficient to Provide Legal Notice to Impactstory

You may communicate with us about the Service by sending an email to team@ourresearch.org. However, communications made through the Service's e-mail and messaging system, if and when available, will not constitute legal notice to OurResearch or any of its officers, employees, agents or representatives in any situation where notice to OurResearch is required by contract or any law or regulation.

You Consent to Electronic Communications

For contractual purposes, you (A) consent to receive communications from Impactstory in an electronic form via the email address you have submitted; and (B) agree that all Terms, agreements, notices, disclosures, and other communications that OurResearch provides to you

electronically satisfy any legal requirement that such communication would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address, to send you other messages, consistent with and as described in more detail in our Privacy Policy located at https://openalex.org/OpenAlex_privacy_policy.pdf. You may opt out of such email by sending us an email to team@ourresearch.org.

You Assume Any Risk of Using the Service

The information presented on or through the Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

The Data may contain links and information related to Publications written by third parties, and all statements and/or opinions expressed in such Publications are solely the opinions and the responsibility of the author and/or party responsible for such Publication, and not the opinion of OurResearch. We are not responsible, or liable to you or any third party, for accuracy, truthfulness, reliability or otherwise of any Data or Publication.

The Service is Provided "As-Is" and Without Any Warranty

FOR THE PURPOSE OF THIS SECTION, THE "SERVICE" REFERS TO THE SERVICE (AS DEFINED ABOVE), AS WELL AS ALL DATA, MATERIALS, CONTENT, AND INFORMATION PROVIDED TO YOU OR OTHERWISE MADE AVAILABLE IN CONNECTION WITH ANY FEATURE OF THE SERVICE.

THE SERVICE IS PROVIDED "AS IS." OURRESEARCH MAKES NO WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) REGARDING THE SERVICE, ANY COMPONENT OF THE SERVICE, OR THE USE OR PERFORMANCE OF THE SERVICE OR ANY COMPONENT OF THE SERVICE.

FOR EXAMPLE, WE DO NOT WARRANT THAT

- (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS;
- (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, ABSOLUTELY SECURE, OR ERROR-FREE;
- (III) THE QUALITY OF THE SERVICE, OR OF ANY DATA, CONTENT, INFORMATION, OR OTHER MATERIAL YOU OBTAIN THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS;
- (IV) ANY ERRORS IN THE DATA, DATABASE, OR ANY FEATURE OF THE SERVICE WILL BE DETECTED AND/OR CORRECTED; OR
- (V) THE SERVICE OR YOUR USE OF ANY DATA OR OTHER MATERIALS OR INFORMATION WILL NOT INFRINGE ON THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY

YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SERVICE OR ANY COMPONENT OF THE SERVICE. SOME

JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

You Agree Impactstory Will Not Be Liable

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OURRESEARCH, ITS AFFILIATES, DIRECTORS, EMPLOYEES, LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF ANY DATA, PUBLICATIONS, AND/OR EXTERNAL PLATFORM DATA; (B) YOUR USE OF OR INABILITY TO USE THE SERVICE OR ANY COMPONENT OF THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH IMPACTSTORY OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IMPACTSTORY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more Users, or owner or administrator of an External Platform, Publication, product, or service that you access or use in connection with the Service, you hereby release OurResearch (and our officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You Agree to Indemnify Impactstory

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS OURRESEARCH FROM ANY LOSS, DAMAGES, LIABILITIES, SETTLEMENTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES) IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY RELATED TO OR ARISING OUT OF: (I) YOUR BREACH OF THESE TERMS; (II) YOUR USE OF THE SERVICE OR ANY DATA OR PUBLICATION PROVIDED BY THE SERVICE IN VIOLATION OF ANY APPLICABLE LAW OR REGULATION; OR (II) YOUR USE OF THE SERVICE OR ANY DATA OR PUBLICATION PROVIDED BY THE SERVICE IN VIOLATION OF THE RIGHTS OF A THIRD PARTY. SUCH INDEMNIFICATION SHALL INCLUDE ANY LOSS SUFFERED BY OURRESEARCH AS A RESULT OF YOUR USE OF THE SERVICE OR YOUR USE OF DATA, CONTENT, OR INFORMATION PROVIDED BY THE SERVICE.

DISPUTES WILL BE RESOLVED THROUGH ARBITRATION

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY AS THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH OURRESEARCH, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OURRESEARCH.

At OurResearch's sole discretion, it may require you to submit any disputes arising from the use of these Terms or the Service, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association ("AAA"). The arbitrator will have the authority to grant dispositive motions, award monetary damages, and grant any non-monetary remedy or relief available to either party under applicable law, the AAA's rules, and these Terms. The arbitrator will issue a final and binding written award and statement of a decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Both parties agree that any dispute resolution proceedings will be conducted on an individual basis, and not as a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you hereby waive any right to a jury trial. Both parties also agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights. This provision shall survive the termination of these Terms or any other agreement between you and Impactstory.

Governing Law and Jurisdiction

All matters relating to the Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms or the Service shall be instituted exclusively in the federal or state courts within the State of North Carolina in each case located in Wake County, in the City of Raleigh. You waive any and all objections to the exercise of jurisdiction and to venue in such courts.

Enforceability & Waiver

Even if we do not require strict compliance with these Terms in each instance, you are still obligated to comply with these Terms. Our failure to enforce, at any time, any of the provisions, conditions, or requirements of these Terms, or the failure to require, at any time, performance by you of any of the provisions of these Terms, will in no way waive your obligation to comply with any of the provisions of these Terms, or our ability to enforce each and every such provision as written.

Any and all waivers by Impactstory of any provision, condition, or requirement of these Terms will only be effective against Impactstory if it is in writing and signed by an authorized officer of OurResearch. No waiver by Impactstory of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Impactstory to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement & Severability

These Terms of Use our Privacy Policy, and any Premium Subscription agreement between you and OurResearch, constitute the sole and entire agreement between you and OurResearch with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

If any provision of these Terms is held by an arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. Our rights under these Terms will survive any termination of these Terms.

Contacting Us

Please feel free to contact us if you have any questions about these Terms at:
team@ourresearch.org