

## JOHN WILEY AND SONS LICENSE TERMS AND CONDITIONS

Apr 16, 2013

---

This is a License Agreement between Jon R Whitney ("You") and John Wiley and Sons ("John Wiley and Sons") provided by Copyright Clearance Center ("CCC"). The license consists of your order details, the terms and conditions provided by John Wiley and Sons, and the payment terms and conditions.

**All payments must be made in full to CCC. For payment instructions, please see information listed at the bottom of this form.**

License Number	3130820937661
License date	Apr 16, 2013
Licensed content publisher	John Wiley and Sons
Licensed content publication	Lasers in Surgery and Medicine
Licensed content title	Single walled carbon nanohorns as photothermal cancer agents
Licensed copyright line	Copyright © 2011 Wiley-Liss, Inc.
Licensed content author	Jon R. Whitney, Saugata Sarkar, Jianfei Zhang, Thao Do, Taylor Young, Mary Kyle Manson, Thomas A. Campbell, Alex A. Poretzky, Christopher M. Rouleau, Karen L. More, David B. Geohegan, Christopher G. Rylander, Harry C. Dorn, Marissa Nichole Rylander
Licensed content date	Jan 19, 2011
Start page	43
End page	51
Type of use	Dissertation/Thesis
Requestor type	Author of this Wiley article
Format	Electronic
Portion	Full article
Will you be translating?	No
Total	0.00 USD
Terms and Conditions	

### TERMS AND CONDITIONS

This copyrighted material is owned by or exclusively licensed to John Wiley & Sons, Inc. or one of its group companies (each a "Wiley Company") or a society for whom a Wiley Company has exclusive publishing rights in relation to a particular journal (collectively **WILEY**). By clicking "accept" in connection with completing this licensing transaction, you agree that the following terms and conditions apply to this transaction (along with the billing and payment terms and conditions established by the Copyright Clearance Center Inc., ("CCC's Billing and Payment terms and conditions"), at the time that you opened your RightsLink account (these are available at any time at <http://myaccount.copyright.com>).

## Terms and Conditions

1. The materials you have requested permission to reproduce (the "Materials") are protected by copyright.
2. You are hereby granted a personal, non-exclusive, non-sublicensable, non-transferable, worldwide, limited license to reproduce the Materials for the purpose specified in the licensing process. This license is for a one-time use only with a maximum distribution equal to the number that you identified in the licensing process. Any form of republication granted by this license must be completed within two years of the date of the grant of this license (although copies prepared before may be distributed thereafter). The Materials shall not be used in any other manner or for any other purpose. Permission is granted subject to an appropriate acknowledgement given to the author, title of the material/book/journal and the publisher. You shall also duplicate the copyright notice that appears in the Wiley publication in your use of the Material. Permission is also granted on the understanding that nowhere in the text is a previously published source acknowledged for all or part of this Material. Any third party material is expressly excluded from this permission.
3. With respect to the Materials, all rights are reserved. Except as expressly granted by the terms of the license, no part of the Materials may be copied, modified, adapted (except for minor reformatting required by the new Publication), translated, reproduced, transferred or distributed, in any form or by any means, and no derivative works may be made based on the Materials without the prior permission of the respective copyright owner. You may not alter, remove or suppress in any manner any copyright, trademark or other notices displayed by the Materials. You may not license, rent, sell, loan, lease, pledge, offer as security, transfer or assign the Materials, or any of the rights granted to you hereunder to any other person.
4. The Materials and all of the intellectual property rights therein shall at all times remain the exclusive property of John Wiley & Sons Inc or one of its related companies (WILEY) or their respective licensors, and your interest therein is only that of having possession of and the right to reproduce the Materials pursuant to Section 2 herein during the continuance of this Agreement. You agree that you own no right, title or interest in or to the Materials or any of the intellectual property rights therein. You shall have no rights hereunder other than the license as provided for above in Section 2. No right, license or interest to any trademark, trade name, service mark or other branding ("Marks") of WILEY or its licensors is granted hereunder, and you agree that you shall not assert any such right, license or interest with respect thereto.
5. NEITHER WILEY NOR ITS LICENSORS MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND TO YOU OR ANY THIRD PARTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MATERIALS OR THE ACCURACY OF ANY INFORMATION CONTAINED IN THE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, INTEGRATION OR NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY WILEY AND ITS LICENSORS AND WAIVED BY YOU.
6. WILEY shall have the right to terminate this Agreement immediately upon breach of this

Agreement by you.

7. You shall indemnify, defend and hold harmless WILEY, its Licensors and their respective directors, officers, agents and employees, from and against any actual or threatened claims, demands, causes of action or proceedings arising from any breach of this Agreement by you.

8. IN NO EVENT SHALL WILEY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE DOWNLOADING, PROVISIONING, VIEWING OR USE OF THE MATERIALS REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, INFRINGEMENT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, USE, BUSINESS OPPORTUNITY OR CLAIMS OF THIRD PARTIES), AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

9. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

10. The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of either party's right to enforce each and every term and condition of this Agreement. No breach under this agreement shall be deemed waived or excused by either party unless such waiver or consent is in writing signed by the party granting such waiver or consent. The waiver by or consent of a party to a breach of any provision of this Agreement shall not operate or be construed as a waiver of or consent to any other or subsequent breach by such other party.

11. This Agreement may not be assigned (including by operation of law or otherwise) by you without WILEY's prior written consent.

12. Any fee required for this permission shall be non-refundable after thirty (30) days from receipt

13. These terms and conditions together with CCC's Billing and Payment terms and conditions (which are incorporated herein) form the entire agreement between you and WILEY concerning this licensing transaction and (in the absence of fraud) supersedes all prior agreements and representations of the parties, oral or written. This Agreement may not be amended except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives, and authorized assigns.

14. In the event of any conflict between your obligations established by these terms and conditions and those established by CCC's Billing and Payment terms and conditions, these terms and conditions shall prevail.

15. WILEY expressly reserves all rights not specifically granted in the combination of (i) the license details provided by you and accepted in the course of this licensing transaction, (ii) these terms and conditions and (iii) CCC's Billing and Payment terms and conditions.

16. This Agreement will be void if the Type of Use, Format, Circulation, or Requestor Type was misrepresented during the licensing process.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regards to such state's conflict of law rules. Any legal action, suit or proceeding arising out of or relating to these Terms and Conditions or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York in the United States of America and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

### **Wiley Open Access Terms and Conditions**

Wiley publishes Open Access articles in both its Wiley Open Access Journals program [<http://www.wileyopenaccess.com/view/index.html>] and as Online Open articles in its subscription journals. The majority of Wiley Open Access Journals have adopted the [Creative Commons Attribution License](#) (CC BY) which permits the unrestricted use, distribution, reproduction, adaptation and commercial exploitation of the article in any medium. No permission is required to use the article in this way provided that the article is properly cited and other license terms are observed. A small number of Wiley Open Access journals have retained the [Creative Commons Attribution Non Commercial License](#) (CC BY-NC), which permits use, distribution and reproduction in any medium, provided the original work is properly cited and is not used for commercial purposes.

Online Open articles ♦ Authors selecting Online Open are, unless particular exceptions apply, offered a choice of Creative Commons licenses. They may therefore select from the CC BY, the CC BY-NC and the [Attribution-NoDerivatives](#) (CC BY-NC-ND). The CC BY-NC-ND is more restrictive than the CC BY-NC as it does not permit adaptations or modifications without rights holder consent.

Wiley Open Access articles are protected by copyright and are posted to repositories and websites in accordance with the terms of the applicable Creative Commons license referenced on the article. At the time of deposit, Wiley Open Access articles include all changes made during peer review, copyediting, and publishing. Repositories and websites that host the article are responsible for incorporating any publisher-supplied amendments or retractions issued subsequently.

Wiley Open Access articles are also available without charge on Wiley's publishing platform, **Wiley Online Library** or any successor sites.

Conditions applicable to all Wiley Open Access articles:

- The authors' moral rights must not be compromised. These rights include the right of "paternity" (also known as "attribution" - the right for the author to be identified as such) and "integrity" (the right for the author not to have the work altered in such a way that the author's reputation or integrity may be damaged).

- Where content in the article is identified as belonging to a third party, it is the obligation of the user to ensure that any reuse complies with the copyright policies of the owner of that content.
- If article content is copied, downloaded or otherwise reused for research and other purposes as permitted, a link to the appropriate bibliographic citation (authors, journal, article title, volume, issue, page numbers, DOI and the link to the definitive published version on Wiley Online Library) should be maintained. Copyright notices and disclaimers must not be deleted.
  - ◆ Creative Commons licenses are copyright licenses and do not confer any other rights, including but not limited to trademark or patent rights.
- Any translations, for which a prior translation agreement with Wiley has not been agreed, must prominently display the statement: "This is an unofficial translation of an article that appeared in a Wiley publication. The publisher has not endorsed this translation."

### **Conditions applicable to non-commercial licenses (CC BY-NC and CC BY-NC-ND)**

For non-commercial and non-promotional purposes individual non-commercial users may access, download, copy, display and redistribute to colleagues Wiley Open Access articles. In addition, articles adopting the CC BY-NC may be adapted, translated, and text- and data-mined subject to the conditions above.

### **Use by commercial "for-profit" organizations**

Use of non-commercial Wiley Open Access articles for commercial, promotional, or marketing purposes requires further explicit permission from Wiley and will be subject to a fee. Commercial purposes include:

- Copying or downloading of articles, or linking to such articles for further redistribution, sale or licensing;
- Copying, downloading or posting by a site or service that incorporates advertising with such content;
- The inclusion or incorporation of article content in other works or services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee (for example, a compilation produced for marketing purposes, inclusion in a sales pack)
- Use of article content (other than normal quotations with appropriate citation) by for-profit organizations for promotional purposes
- Linking to article content in e-mails redistributed for promotional, marketing or educational purposes;
- Use for the purposes of monetary reward by means of sale, resale, license, loan,

transfer or other form of commercial exploitation such as marketing products

- Print reprints of Wiley Open Access articles can be purchased from:  
[corporatesales@wiley.com](mailto:corporatesales@wiley.com)

The modification or adaptation for any purpose of an article referencing the CC BY-NC-ND License requires consent which can be requested from  
[RightsLink@wiley.com](mailto:RightsLink@wiley.com).

Other Terms and Conditions:

BY CLICKING ON THE "I AGREE..." BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND EACH OF THE SECTIONS OF AND PROVISIONS SET FORTH IN THIS AGREEMENT AND THAT YOU ARE IN AGREEMENT WITH AND ARE WILLING TO ACCEPT ALL OF YOUR OBLIGATIONS AS SET FORTH IN THIS AGREEMENT.

v1.8

**If you would like to pay for this license now, please remit this license along with your payment made payable to "COPYRIGHT CLEARANCE CENTER" otherwise you will be invoiced within 48 hours of the license date. Payment should be in the form of a check or money order referencing your account number and this invoice number RLNK501000912.**

**Once you receive your invoice for this order, you may pay your invoice by credit card. Please follow instructions provided at that time.**

**Make Payment To:  
Copyright Clearance Center  
Dept 001  
P.O. Box 843006  
Boston, MA 02284-3006**

**For suggestions or comments regarding this order, contact RightsLink Customer Support: [customercare@copyright.com](mailto:customercare@copyright.com) or +1-877-622-5543 (toll free in the US) or +1-978-646-2777.**

**Gratis licenses (referencing \$0 in the Total field) are free. Please retain this printable license for your reference. No payment is required.**

---

---