

# Licensing terms and conditions of use for online services of Quotus Publishing

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These terms govern the rights and obligations of users and customers of online services provided by Quotus Publishing. (August 2014)

## 1. Usage rights for anybody

Access to the research tools at [www.quotus.org](http://www.quotus.org) and those at all journals with their specific subdomains is free of charge to anybody. Users have the right to:

Use all search and research tools;

Read and print out for personal use any content that is freely available;

Use the tools for recommending content and publications via email or social networks.

Tools for the recommendation of content and publications must not be used to send out mass emails. It must also not be used to send out messages, which are not related to the content on Quotus Publishing websites.

## 2. Open Access Publication

Some contributions are accessible to anybody - usually referred to as "open access" content. These contributions may be downloaded, stored and printed for personal use only.

If the text of the contribution is forwarded to anybody, it has to be done with full citation and declaration of the source. Especially the following has to be stated in any case:

- authors' names
- Title of the journal, book or publication, where the article was taken from.
- Publication date, number of volume and issue

The internet address of the article in the form of the "DOI-link", which is displayed in the "citation" section with every article. (The DOI-link is a permanent internet link).

The text must not be altered in any way.

An Open Access publication must not be printed or republished electronically without explicit consent from Quotus Publishing.

### **3. Usage rights for individual and institutional customers**

Individual customers, who paid an applicable fee, may use the full text according to the license they obtained. These usage rights are for the individual customer, they cannot be transferred.

Individual customers are entitled to:

- read licensed content on the screen;
- store single chapters and articles in the computer cache;
- store single chapters and articles permanently - to an extent congruent with individual academic work.
- print out single chapters and articles - to an extent congruent with individual academic work.
- If single articles have been acquired, the PDF files are available for download for two days. During this time the article should be downloaded and stored permanently by the customer. After two days download of the file will no longer be available.

### **4. Rights of institutional customers**

Institutional customers are those, who acquire usage rights for their members of staff, patrons or multiple users. Especially:

- Libraries
- Public or cultural institutions with multiple members of staff
- Corporations with multiple members of staff

Licensed rights for institutional customers refer to one geographical site only. If users shall access the content from more than one geographical site, this has to be agreed with Quotus Publishing explicitly.

Legitimate users include:

- members of faculty and staff of the acquiring institution, university, library, corporation etc.
- walk-in visitors of the library premises – while they are at the library
- Students currently enrolled at the university

Alumni, i.e. previous students or faculty members, do not count as authorized users of an institution. If an institution wishes to include alumni as authorized users, this can be arranged based on an individual agreement with the publisher. Please contact us directly.

Usage rights for licensed material includes:

- reading content on screen;
- download single chapters and articles to the computer cache;
- storing single chapters and articles to an extent congruent with individual academic and research activities;
- print out single chapters and articles - to an extent congruent with individual academic and research activities;

- Concurrent usage of the same items by different users of the same institution is possible without limitation.

## **5. Administrative rights for institutional customers**

Institutional customers may appoint one or more administrators, who have specific rights. Administrators can download usage statistics for their institution.

## **6. Authentication**

Individual and institutional customers are registered in a database to provide access to the platform. Users are authenticated by means of:

- username/password (for individual subscribers)
- IP address (for institutions and their members)
- Institutions may provide remote access for their patrons using means like VPN (virtual private network) or EZproxy.

## **7. Integrity of publications on Nomos eLibrary**

All publications on Nomos eLibrary are governed by copyright laws. It is not allowed to change content in any form. It is especially not allowed to delete, change or suppress:

- author or editor names
- Copyright declarations or symbols
- Logos, brand signs or other means of identification
- Legal disclaimers or reservations

## **8. Unauthorized dissemination of content**

It is not allowed to disseminate content in printed or electronic format - either offline or online.

Legal rights within the regulations of German Urheberrechtsgesetz Section 6 - shall not be affected by these rules. Especially the right to use quotation shall not be affected by these rules.

## **9. Author's copy**

Authors may publish their own articles on a personal or institutional website. These copies must refer to the original publication by stating at least the following:

- Journal title, publication date, or number of volume and issue
- Internet address in the form of a "DOI-link", by which the article can be accessed permanently on the internet.

## **10. Systematic downloads**

It is not allowed to download repeatedly and systematically larger parts of the publications provided by Quotus Publishing. It is especially not allowed to establish an archive of these publications, in order to bypass access via the Quotus Publishing websites.

If a specific research projects requires systematic download or crawling through Quotus Publishing content, we will usually allow this as an exception, and will support this technically. Please contact us directly.

## **11. Long Term Preservation**

The licensing model for institutional customers includes perpetual access rights and access to the content via the Quotus Publishing websites.

Additionally, if and once Quotus Publishing should be no longer able to provide internet access to the content. The following alternative is available.

Content of all Quotus Publishing publications is archived by Portico ([www-portico.org](http://www-portico.org)). Libraries, who wish to use this archive, should contact Portico directly.

## **12. Obligation to inform library patrons**

The acquiring institution is obliged to inform their patrons and users about these terms and conditions of use.

The customer is obliged to keep up to date and accurate all pieces of information which are required for full execution of the contract. This refers especially to IP addresses, email addresses and invoicing address. If the customer does not follow this obligation - especially with respect to authentication details – Quotus Publishing is not obliged to provide access to the content.

Customer is obliged to keep access details and passwords confidential, and to use reasonable measures to secure unauthorized access by third parties. In case of lost access details or passwords, Quotus Publishing is to be informed immediately. In this case Quotus Publishing retains the right to terminate access temporarily, while new credentials are issued.

## **13. Technical Requirements**

Access is provided through the internet. Quotus Publishing applies computers, servers and lines with appropriate capacity and bandwidth. Quotus Publishing does not accept responsibility for data transfer beyond their technical infrastructure. Especially no responsibility is accepted for lines into customer's premises or and computer equipment at customer's premises.

In order to use Quotus Publishing websites, a standard web browser and PDF reader software is required. This software is not included in the license.

## **14. Governing law and legal venue**

All contracts and licenses are governed by the law of the Federal Republic of Germany. Legal venue is Berlin – if the customer is not a private customer.

Should any of the above clauses be unenforceable, this has no effect on the enforceability of the remaining clauses.

## **Contact for all licensing requests**

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