

L & H Terms and Conditions

for access to the L & H scientific platform by institutions

This document sets out the terms and conditions on which L & H Scientific Publishing LLC ("L & H") will make access to its L & H scientific platform available via its World Wide Web server ("the Server") to any institution whose details are set out in a registration form ("the Subscriber"), as part of a particular L & H service (the "Service"). Please read these terms and conditions carefully. By signing the registration form (the "Form"), and/or clicking that you accept these terms and conditions, you certify that you have read and agree to be constrained by all such terms and conditions and you certify further that you are authorized to sign up to them on behalf of the institution.

Scope of License

L & H permits the Subscriber and its Authorized Users (as defined below), to access the Service through the Subscriber's IP addresses set out in the Form and/or via a user name and password ("User Details"), if the Subscriber is unable to supply IP addresses or the IP addresses are not unique to the Subscriber. If you wish to obtain and/or use User Details then you should contact L & H for details. User Details includes those details provided through secure username and authentication methods. User Details must not be divulged to any person nor used to facilitate any other person getting access to the Service in any way. L & H reserves the right to deny access to the Service if it believes that other people are accessing the Service through your User Details.

If the Subscriber is a commercial institution, "Authorized Users" mean the institution, its employees, contract staff (permanent or temporary) and persons with authorized access to the institution's information facilities on site using one of the IP addresses and/or the User Details. Access is limited to the site addresses you supply except that Authorized Users may access the Service from terminals or work stations from which they undertake work for the institution. Access from other countries is only permitted where the names of those countries are supplied in writing to L & H.

If the Subscriber is an educational institution, "Authorized Users" mean the institution, its employees, faculty (permanent, temporary and visiting), students officially affiliated with the institution, persons with legal access to the library's facilities on site using one of the IP addresses and/or the User Details and contract staff (permanent or temporary). Authorized Users includes persons affiliated with remote sites or campuses of the institution in the same country as the institution. Access is limited to the site addresses supplied except that Authorized Users for an institution may access the Service from terminals or work stations from which they undertake work for the institution and from remote sites or campuses, provided those remote sites and campuses are in the same country as the institution. If Authorized Users are staying in a different country temporarily, whilst undertaking work for the institution, they will be entitled to access the Service from remote sites and campuses in that country for the duration of their stay.

Access is limited to the site addresses supplied by the Subscriber except that, where the Subscriber wishes to allow Authorized Users to access the Service from terminals or work stations at locations other than the site addresses specified, this may be done via public access, caching and proxy servers, or some other recognized authentication system, provided that, where the Subscriber has supplied IP addresses, the Authorized Users only access the Service through the IP addresses supplied, and provided further that, in all cases, the Subscriber has adequate security measures in place to ensure that only Authorized Users access the Service via the applicable method.

Where the Institution allows walk in users to have access to the Service using one of its IP addresses and/or the User Details, the Institution shall take all necessary steps to ensure that those persons are not able to save any content onto any form of portable media or computing device including, but not limited to, USB sticks, external hard drives, flash cards or Blackberries.

Access extends only to Authorized Users individually and may not be transferred or extended to others. The Subscriber shall take all reasonable measures to ensure that only Authorized Users can access the Service and shall ensure that Authorized Users are made aware of and understand the restrictions and prohibitions on use set out in these terms and conditions and that they abide by them. The Subscriber shall also exercise vigilance and be responsible for all display and access controls, including security measures, necessary to ensure that the Service is only accessible by Authorized Users. The Subscriber shall make every effort to enforce these terms and conditions on receiving information that reasonably indicates that they are being violated.

Permitted Use

Authorized Users may access, download, store, search and print hard copy of text. Copying must be limited to making a single printed copy or electronic copies of a reasonable number of individual articles or other similar items. No text accessed via the Service may be made available to non-Authorized Users, either for commercial reward or free of charge, except that for inter-library loan purposes a single paper copy of an electronic original may be made and sent non-digitally to a library in the same country as the Subscriber under fair dealing/use exemptions. In addition, for inter-library loan purposes, the Subscriber may make a single paper copy of an electronic original available to a library in the same country by secure transmission whereby that electronic file is deleted immediately after printing. Such supply must be for the purpose of research or private study and not for commercial use or onward transmission or distribution. In USA, such copies may only be made in compliance with Section 108 of the Copyright Act of USA and within CONTU guidelines.

Access is granted to Authorized Users of commercial institutions solely for internal research, testing or training purposes or for personal use in accordance with these terms and conditions.

Access is granted to Authorized Users of educational institutions solely for private study or research for a non-commercial purpose by Authorized Users. Authorized Users of educational institutions may use the Service for educational resources, such as "course packs", made available solely to Authorized Users provided that electronic copies included in such educational resources are removed or deleted at the end of the semester or term in which the relevant course

ends. Such Authorized Users may also make brief quotations from the content of journals, with the customary acknowledgement of the source, and copy and transmit content from individual online articles in "person-to-person" and non-systematic scholarly exchanges of information.

The Subscriber and its Authorized Users may only use this online access in a way that does not breach the laws of the country in which they are accessing the Service.

Prohibitions

Altering, recompiling, systematic or programmatic copying, reselling, redistributing, supplying, publishing or republishing (beyond the brief quotations permitted above) of any journal text, output, search results or other information from any part of the Service, including, without limitation, copyright, proprietary or other legal notices, in any form or medium is prohibited. Downloading an entire issue of a journal, systematic downloading, service bureau redistribution services, printing for a for-fee-service purpose, document delivery services and/or the systematic making of print or electronic copies for transmission to non-Authorized Users (beyond that permitted above) are prohibited.

Duration

This agreement between L & H and the Subscriber set out in these terms and conditions shall become effective on acceptance by L & H. This agreement shall be for any initial term agreed in writing by the parties and shall then continue on an annual rolling basis on condition that the Subscriber continues to pay to L & H any applicable fee. Access to the Service shall terminate:

- (i) immediately if these terms and conditions are materially breached and such breach is not remedied within 30 days of the breaching party receiving a written request to remedy such breach; or
- (ii) following not less than 30 days' prior written notice by either party to the other. This agreement will also terminate if the Subscriber rejects a change to these terms and conditions notified to it by L & H. In the absence of any rejection within 30 days of notification any new terms and conditions will apply.

Continued Access

On termination of this agreement, where L & H has expressly agreed with the Subscriber in writing to provide continued access post termination as part of the Subscriber's access to the Service, the Subscriber will be entitled to have continued access to issues of journals published in the calendar year in which access to them commenced under this agreement and, where the agreement remains in force for subsequent full calendar years, continued access to issues of those journals included as part of the Service which were published in those full calendar years (the "Available Content"). All other access shall terminate. The Available Content will be made accessible by L & H giving the Subscriber a disk containing that content. If the Subscriber wishes to continue to access the Available Content via a web site then it shall pay L & H an annual maintenance fee. The content will be made available via a web site for so long as that annual maintenance fee is paid and for so long as L & H provides electronic access to that

content via a web site. If access via a web site is no longer available, L & H will make the Available Content available to the Subscriber on disk. If, at any time, L & H ceases to publish or distribute any of the Available Content then it will use its reasonable endeavors to negotiate the right for the Subscriber to continue to access it in accordance with these terms and conditions.

Copyright

L & H's journals and their content, including abstracts, are either owned by L & H or L & H has the right to make them available and are subject to all applicable copyright, database protection and other rights of copyright owners and publishers under the laws of USA and other countries. Subscribers and Authorized Users shall claim no ownership by reason of their use of or access to the Service. ALL RIGHTS RESERVED.

Fees

Any fees payable by the Subscriber for the Service shall be those agreed in writing and shall be payable by the Subscriber within 30 days of the date of any invoice. Where fees are being paid by the Subscriber's authorized subscription agent, the Subscriber shall remain primarily responsible for payment of such fees.

Where this agreement continues for more than one calendar year, L & H will notify the Subscriber, in writing and in advance, with details of any fees payable for subsequent years. The Subscriber acknowledges that, even where fees for any initial term are fixed, unless the fees for subsequent years have been agreed with L & H in writing, they shall be subject to price increases and alterations. Where the Service is L & H scientific extra, should L & H acquire or launch a new publication, such publication shall be added to the journals and the Subscriber shall pay the appropriate additional fee to reflect this.

All sums payable by the Subscriber are exclusive of sales taxes (where applicable), which shall be paid by the Subscriber on presentation of an appropriate tax invoice or other appropriate claims document.

Withdrawal of the Journals

L & H reserves the right at any time to withdraw any of the journal(s) (or part) from the Service if it no longer retains the right to publish or ceases, for whatever reason, to publish or to distribute such journal(s) or if, in its sole discretion, it believes that such journal(s) contains any material which infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

If any journal(s) is withdrawn, L & H will reduce any fee for that calendar year by a sum equivalent to the contribution of the withdrawn content to the total fee, pro-rated. L & H shall be entitled to off-set any reduction owing to the Subscriber against any amounts owed to L & H by the Subscriber under any agreement between the parties.

Availability of the Service

L & H will use its reasonable endeavors to make the Service available on a 24 hour basis, subject to L & H's right to suspend access in order to carry out routine maintenance, repairs, testing, reconfigurations or upgrades and unavailability caused by circumstances beyond L & H's reasonable control including, but not limited to, downtime relating to telecommunications lines or any Internet nodes or facilities. If access is suspended or interrupted, or fault or defect occurs which prevents access, L & H's liability shall be limited to using all commercially reasonable efforts to restore access as soon as is reasonably practicable. L & H shall have no other liability in this respect. L & H shall not be liable for any delay, downtime, transmission error, software or equipment incompatibility, force majeure or any failure of performance beyond its reasonable control.

L & H reserves the right to suspend access to the Service on detecting a breach of these terms and conditions but will not do so without notifying the Subscriber in advance.

Disclaimer of Warranties

L & H WARRANTS THAT IT IS ENTITLED TO GRANT THE LICENCES IN THIS AGREEMENT. L & H WILL TAKE REASONABLE CARE TO ENSURE THAT ITS JOURNALS ARE COMPLETE, ACCURATE AND ERROR FREE BUT L & H DOES NOT WARRANT THEIR COMPLETENESS OR ACCURACY AND DOES NOT WARRANT THAT THE SUBSCRIBER'S ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE RESULTS OBTAINED WILL BE USEFUL OR WILL SATISFY ITS REQUIREMENTS.

OTHER THAN AS SET OUT ABOVE, L & H MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

L & H SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND/OR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACTS, BUSINESS INTERRUPTION OR FOR LOSS OF DATA.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF L & H FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF A BREACH OR TERMINATION OF THIS AGREEMENT OR ACCESS TO THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DUE TO NEGLIGENCE, EXCEED THE TOTAL AMOUNT PAID BY THE SUBSCRIBER TO L & H FOR THE SERVICE DURING THE YEAR IN WHICH SUCH CLAIM, LOSS OR DAMAGE

OCCURRED, EVEN IF L & H HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.

THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE SUBSCRIBER MAY BRING NO ACTION ARISING FROM THESE TERMS AND CONDITIONS MORE THAN SIX CALENDAR MONTHS AFTER THE CAUSE OF ACTION AROSE.

THE SUBSCRIBER ASSUMES THE SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICE THROUGH ITS IP ADDRESSES AND/OR USER DETAILS AND INDEMNIFIES AND AGREES TO HOLD L & H INDEMNIFIED FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM SUCH USE.

L & H USES ITS REASONABLE ENDEAVOURS TO INCLUDE ALL RESEARCH MATERIAL FORMING PART OF THE SERVICE BUT DUE TO THE AGE, RARITY AND UNAVAILABILITY OF CERTAIN MATERIAL, L & H ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THE JOURNALS AND MAKES NO REPRESENTATION OR WARRANTY IN THIS REGARD.

L & H CONDUCTS REASONABLE QUALITY CHECKING AS PART OF THE PRODUCTION PROCESS OF THE SERVICE. THIS CHECKING ENCOMPASSES ACCURACY AND COMPLETENESS. NO CHECKING ABOVE AND BEYOND THE CHECKING WHICH FORMS PART OF THE PRODUCTION PROCESS HAS BEEN CARRIED OUT. CONSEQUENTLY L & H ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE JOURNALS AND MAKES NO WARRANTY OR REPRESENTATION IN THIS REGARD.

General

This Agreement and access to the Service may not be assigned or transferred by the Subscriber to any other institution, organization or person.

Failure to enforce any provision on any one occasion shall not affect a party's right to enforce another provision or the same provision on another occasion.

This agreement, and any other agreement entered into separately between L & H and the Subscriber for the Service which is in force on the date that this agreement comes into force, constitutes the entire agreement between them relating to the Service and supersedes any prior communication between them with respect to the Service. This is not intended to exclude any liability that either party may have for fraud. Where there is any conflict between this agreement and any other existing agreement between the parties relating to the Service then the latter shall prevail.

Any amendments to these terms and conditions must be in writing and signed by both parties or by an electronic communication initiated by L & H which the Subscriber does not reject within 30 days. References to institutions include both commercial and educational institutions, unless specified to the contrary.

The Subscriber confirms that L & H shall be entitled to contact the individual, whose contact details are provided as part of entering into this agreement, for the purposes of keeping such person updated with information about the Service and for promoting other goods and services of L & H from time to time.

This agreement will be governed by and construed in accordance with the laws of USA and the parties submit to the jurisdiction of USA's Courts. The Subscriber shall not be bound by this paragraph to the extent that compliance would violate any existing law, regulation, by-laws or articles of incorporation or other governing instrument.