

# Terms and Conditions of Use

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- iv on-site users physically present and authorized to be on the Institutional Licensee's premises ("Walk-In Users");
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(b) individual members of scholarly societies that have entered into an agreement with JSTOR for access to specific Content via the JSTOR Platform ("Individual Access"); and

(c) other users of specified Content agreed upon in writing by or on behalf of JSTOR, including users of

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- ii the Publisher Sales Service (a service through which JSTOR facilitates users' purchase of content from publishers);
- iii individual researchers not affiliated with an Institutional Licensee, publication, or scholarly society;
- iv individual users of Early Journal Content;

v individuals who have successfully registered with MyJSTOR or MyPlants but do not otherwise meet any of the criteria for Authorized Users (“Register Read Users”) and

vi individuals who have successfully purchased access through JPASS (a service through which individuals can purchase access to JPASS Content as defined below) (“JPASS Users”).

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- “Early Journal Content”, defined as journal content (as distinct from pamphlets, manuscripts, monographs or other content) that has been published prior to 1923 in the United States or prior to 1870 if initially published internationally.
- “GIS Data” is spatial/geographic information systems (“GIS”) data contained within the Cultural Heritage Sites and Landscapes and Struggles for Freedom in South Africa Collections.
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(f) linking

(g) Data for Research as defined further in Section 14.3 below.

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(c) the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

(d) the JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

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12.1 Archiving of Back Issues. As an archive serving the scholarly community, JSTOR provides long term preservation of the Back Issue material in its collections by pursuing best practices and standards in the creation and maintenance of the JSTOR Platform and establishing mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and for those Back Issue materials included in the JSTOR Platform that have print editions, establishing dedicated repositories at several participating institutions to house and preserve the print copies under archival-quality conditions. With the support of Institutional Licensees, JSTOR is also developing an endowment to ensure the long term operating viability of the JSTOR Platform. Institutional Licensees typically pay an Annual Access Fee (a recurring payment for access to the JSTOR Platform) and an Archive Capital Fee (a one-time fee to ensure long term preservation, upgrading and enhancements of the scholarly materials on JSTOR). Should an Institutional Licensee elect to terminate access to a JSTOR Back Issue collection, it may resume access to that Back Issue collection and all content subsequently added to that collection at any time in the future through payment of only the Annual Access Fee (unless the Institutional Licensee has remaining installments of the Archive Capital Fee in which case it will also resume paying that fee from the point at which the Institutional Licensee left).

12.2 Post Cancellation Access for Current Issues. Access to Current Issues shall be available to Institutional Licensees following the Institution's cancellation or non-renewal of a subscription to the Current Issues of the applicable journal ("Post Cancellation Access") (i) through Portico for Portico participants (all of the journals whose Current Issues are available on the JSTOR Platform are also part of the Portico digital preservation service); (ii) for Institutions that continue to license Back Issues for applicable fees, JSTOR will honor access to subscribed Current Issues for

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### **14 Additional Terms and Conditions of Use.**

14.1 JPASS Users will have access to certain Content for unlimited read-only access subject to the JPASS User's agreement with JSTOR (the "JPASS Agreement") and subject to these Terms and Conditions of Use. A fixed number of available Content items may be downloaded per month as further specified in the JPASS Agreement and once the JPASS User has reached the download limit the JPASS User will no longer be able to download Content.

14.2 "Register & Read Users will have access to certain Content on a limited, read-only basis. A fixed number of available Content items may be placed on an Authorized User's "MyJSTOR shelf" and each item can only be removed and replaced with other items after a fixed period of time (the number of items and amount of time to be determined by JSTOR and the publishers).

14.3 Data for Research is a JSTOR program for research activities involving computational analysis rather than for purposes of understanding the intellectual meaning of such content. Data for Research users will be able to (i) search the JSTOR archive using the Data for Research search function; (ii) download chart data to view, use and display as Excel-compatible CSV files; (iii) view document-level data including word frequencies, citations, key terms and ngrams; requesting and downloading datasets containing word frequencies, citations, key terms, or ngrams associated with the Data for Research selected; and (iv) subject to registration with JSTOR and at JSTOR's discretion, access additional data via a method prescribed by JSTOR. For the purpose of clarity, Data for Research is not limited to Licensed Content. Additional use of Data for Research and access to a custom dataset are subject to JSTOR's approval. Please see the Data for

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14.4 Institutions in the United Kingdom and Republic of Ireland, and their users please see <http://www.jisc-collections.ac.uk/Terms--Conditions/> for the Ireland Collection.

14.5 Institutions in the United Kingdom and their users please see <http://www.jisc-collections.ac.uk/Terms--Conditions/> for the 19th Century British Pamphlets Collection.

## **15 Withdrawing Content from JSTOR.**

JSTOR may withdraw Content from JSTOR for good cause shown. JSTOR would endeavor, to the extent practicable, to minimize any inconvenience to Authorized Users caused by such withdrawal. However, should JSTOR be unable to avoid such inconvenience, JSTOR in no way will be held liable for the withdrawal of such Content from the JSTOR Platform. If JSTOR withdraws a material amount of Content, Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for the Agreement then in effect or (b) terminate its agreement without penalty by providing written notice to JSTOR.

## **16 Privacy Policy.**

Use of JSTOR indicates acceptance of JSTOR's Privacy Policy, available <http://about.jstor.org/privacy> as it may be amended from time to time.

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## **17 Force Majeure.**

Neither JSTOR nor Institutional Licensees or Authorized Users will be liable for failures or delays in performing their obligations pursuant to this contract arising from any cause beyond their control, including but not limited to, act of God, acts of civil or military authority, terrorism, fires, strikes, lockouts or labor disputes, epidemics, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay, the time for either party's performance will be extended for a period equal to the time lost by reason of the delay. If the conditions giving rise to the delay continue beyond thirty (30) consecutive days, either party may terminate its agreement with the other by giving written notice to the other party.

## **18 General.**

18.1 These Terms and Conditions of Use are, where applicable, subject to and incorporated by reference into Institutional Licensees' Institutional Participation Agreements. In the event of any conflict between these Terms and Conditions of Use and the Institutional Participation Agreement applicable to an Institutional Licensee and/or Authorized User, the Institutional Participation Agreement will prevail.

18.2 These Terms and Conditions of Use will be interpreted and construed according to United States Federal law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction, and venue will lie exclusively in the federal and state courts of the United States, excluding any such laws to the contrary.

18.3 If you are a United States public educational or government institution, those portions of this Agreement which are invalid or unenforceable against you due to applicable state or federal law, shall be construed in a manner most consistent with applicable governing law.

18.4 If any provision or provisions of these Terms and Conditions of Use will be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby. A waiver of any breach of these Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Use.

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