

Licensing terms and conditions of use for online services of the Reichert MediaLibrary

These terms govern the rights and obligations of users and customers of online services provided by the Reichert MediaLibrary (September 2020).

1. General usage rights

Access to the research tools at www.reichert-online.org and medialibrary.reichert-verlag.de as well as to those of 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. They must also not be used for sending out messages unrelated to the content on Reichert Verlag / Reichert Medialibrary websites.

2. Open Access Publication

Some contributions are accessible to anybody in full text – they are 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, from which 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 Reichert Verlag.

3. Usage rights for individual customers

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

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 i.e. academic work;
- print out single chapters and articles – to an extent congruent with individual i.e. academic work.
- If single articles have been acquired, the PDF files are available for download for two days. The article should be downloaded and stored permanently by the customer within this time. After two days downloading the file is no longer possible.

4. Rights of institutional customers

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

- 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 would like to have access to the content from more than one geographical site, this has to be agreed to with Reichert Verlag 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.

Usage rights for licensed material include:

- reading content on screen;
- downloading single chapters and articles to the computer cache;
- storing single chapters and articles – to an extent congruent with individual i.e. academic and research activities;
- printing out single chapters and articles – to an extent congruent with individual i.e. academic and research activities;
- using small parts of an e-book or e-journal in printed or electronical form in order to provide material for seminars ('readers').

The customer is to make sure that only people who are authorized users and also participants of the respective seminar may have access to these readers.

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

Deviations from this model will be agreed upon on acquisition of the licenses.

Commercial usage of the subject of the license such as resale, sub-licensing or admission to document delivery services is prohibited. However, a non-commercial interlibrary loan of individual articles or chapters is possible, as long as these are solely printed out on paper and mailed as such. To this end it is also possible to use specialized software (i.e. Ariel Interlibrary Loan).

Beyond the agreed scope Reichert Verlag allows customers free access to certain content that is not subject to the license (i.e. earlier issues of journals). This access is being granted purely as a gesture of good will and can be withdrawn by Reichert Verlag at all times. This additional access ends with forfeiture of the license.

Reichert Verlag reserves the right to withdraw parts of the subject of the license, should it turn out belatedly that we do not hold, or no longer hold, the respective rights to it, or should it turn out that the rights of any third party or the law are being

infringed. Reichert Verlag will immediately inform the licensee in any such case. Should the contents affected by the withdrawal account for more than a marginal part (i.e. individual images) of the product on a whole, Reichert Verlag will refund the respective proportional costs, as long as the duration of use of the contents affected by the withdrawal remained under twelve months.

5. Administrative rights for institutional customers

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

6. Authentication of customers

At the ReichertMediaLibrary, technical data concerning individual and institutional customers is being stored in a database, in order to recognize the customer and thus provide automated 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 the Reichert MediaLibrary

All publications on the Reichert E-library 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:

- names of authors or editors
- 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 – neither online nor offline. This excludes open access publications in accordance with the rules stated in section 2 of the terms and conditions at hand. In no case – not even in the case of open access publications – is it allowed to commercialize any contents copied from the platform. Legal rights within the regulations of German Urheberrechtsgesetz section 6 shall not be affected by these rules; the right to use quotation, in particular, shall not be affected by these rules.

9. Systematic downloads

It is not allowed to repeatedly and systematically download larger parts of the publications provided by Reichert Verlag. It is especially not allowed to establish an archive of these publications, in order to bypass access via the Reichert Verlag websites. If a specific research project requires systematic downloading or crawling through Reichert Verlag content, we will usually allow this as an exception, and will support this technically. Please contact us directly.

It is prohibited for the licensee and any authorized users to use programs/software fit for the continuous and automated retrieval of data or systematic downloading (i.e. Crawlers, Robots, Spider, etc.). The licensee indemnifies the licensor against all damages resulting from use contrary to the terms of the agreement.

10. Duration of license agreement, long term preservation

The license agreement runs for the time period agreed upon. If applicable to the licensed products (i.e. journals and sequels) this period is prolonged for another twelve months, if the contract is not terminated with a notice of eight weeks to the end of the contract period.

The distribution model eBooks (purchase model) includes the assurance of perpetual usage rights towards the content concerned as well as online-access on the online-platform of Reichert Verlag.

Once the perpetual access to certain content (i.e. eBooks) has been agreed upon, a termination or non-renewal of the contract will only affect the content made available out of good will by the licensor (see section 4 of the terms and conditions at hand).

Reichert Verlag permits the delivery of data, should it no longer be available on our online-platform/should we no longer offer the concerned content on our online-platform at a later time.

Long-time archiving of the contents of the publications is done by the German National Library (DNB).

Institutional customers can request for their acquired content to be stored in a so-called “Dark Archive”, even while our online operations are still running. This “Dark Archive” serves as an alternative access point should Reichert Verlag be incapable of making the content available on our online-platform. Users are not permitted to access the “Dark Archive” during times of normal online operation of the Reichert online-platforms.

11. 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 address, email address and invoicing address. If the customer does not follow this obligation – especially with respect to authentication details – Reichert Verlag is not obliged to provide access to the content.

The customer is obliged to keep access details and passwords confidential, and to take reasonable measures to protect the offer from unauthorized access by third parties. In case of a loss of access details or passwords or in case of a detected abuse of such, Reichert Verlag is to be informed immediately. In this case Reichert Verlag retains the right to terminate access temporarily, while new credentials are issued.

12. Technical Requirements

Access to our offers is provided through the internet. Reichert Verlag applies servers and lines with appropriate capacity and bandwidth for making the subject of licensing available. Reichert Verlag does not accept responsibility for data transfer and availability beyond their technical infrastructure. In particular, no responsibility is accepted for lines into customer's premises or/and computer equipment at customer's premises. In order to use Reichert Verlag websites, a standard web browser and PDF reader software is required. This software is not included in the license.

13. Price adjustments, warranty, and liability

The licensee will be informed about occasional price adjustments in written form or via e-mail. In the case of a price increase the licensee is permitted to terminate the license contract within two weeks starting on receipt of the message containing the information on the price increase. This needs to be done in written form (either by letter or e-mail).

A right of cancellation of the license contract on the part of the licensee due to malfunctions or service restrictions only accrues should these disturbances be substantial and are not take care of within a reasonable amount of time. Licensees are not entitled to have minor/insignificant defects remedied. The licensor is only liable for damages in the case of intent and gross negligence. Legal conditions apply.

14. Data protection

In order to process the services agreed upon in the contract it is necessary for the Reichert Verlag to store personal data in a machine-readable way. Only data indispensable for the usage of our services is captured (following the principals of data minimisation). The following data is being stored:

Name, surname, email-address, location, username, password and IP-address, if these serve for authentication.

All personal data will be treated confidentially and will only be passed on to third parties if and insofar as Reichert Verlag is legally and/or judicially entitled to do so or is entitled to do so within the limits of the Federal Data Protection Act (Bundesdatenschutzgesetz) in individual cases.

15. Governing law

All contracts and licenses are additionally governed by the law of the Federal Republic of Germany. Should any of the above clauses be unenforceable, this has no effect on the enforceability of the remaining clauses.

Contact for all licensing requests:

Reichert Verlag. Tauernstr. 11, D-65199 Wiesbaden. Tel. ++49-611-9465911. Fax. ++49-611-468613. Email: info@reichert-verlag.de