Terms of Use for Swiss National Licences Private Use

By using Swiss National Licences via Swiss edu-ID, you agree to the Terms of Use as defined herein.

1. Definitions

1.1 Authorized Users

Authorized Users shall mean scientifically interested private individuals provided that

- 1. the individual is permanently resident in Switzerland;
- II. the individual owns a valid Swiss mobile number for the purpose of temporary access;
- III. the individual has successfully completed the registration process and has accepted the terms of use of Swiss edu-ID: https://eduid.ch/web/tou/;
- iv. the individual is requesting access on their own behalf to satisfy their own private personal interest only and not in connection with their employment or engagement by any other entity;
- v. any usage rights granted to these individuals are limited to use for non-commercial research purposes or for private study.

1.2 Service Provider

Publisher who provides National Licence Content (e.g. Cambridge University Press, De Gruyter, Oxford University Press)

1.3 National Licence Content

All electronic content provided by the Service Provider for Swiss National Licences. For more details, see title lists for National Licences: http://www.consortium.ch/title-lists-for-swiss-national-licences/?lang=en

2. Permitted Use

Authorised Users are allowed for the purposes of research, teaching, and private study to access the Servers of the Service Provider via Swiss edu-ID in order to

- I. search the National Licence Content and to view, retrieve, and display portions thereof;
- II. save and print out single copies of portions of the National Licence Content

3. Prohibited Use

3.1 Copyright

Authorized Users shall not use the National Licence Content supplied in a manner that would infringe the copyright or other proprietary rights contained within it.

Users acknowledge that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the National Licence Content, are the sole and exclusive property of the Service Provider and that these terms of use do not convey to the Authorized User any right, title, or interest therein except for the right to use the National Licence Content in accordance with these terms of use.

User shall not remove, obscure or alter any copyright or other notices, authors' names, trademarks, logos, service marks or any other proprietary rights as they appear on a product.

3.2 Posting on Public Websites / World Wide Web

User shall not make the National Licence Content or any part of it available by any means, including remote access, to any person other than Authorized Users.

User shall not display or distribute, reproduce, or transmit the National Licence Content by any means including electronic (e. g., via e-mail, FTP) nor post it on any electronic network (including without limitation the Internet and the World Wide Web) other than a Secure Network.

3.3 Derivated Work

Authorized User shall not systematically make printed or electronic copies of any of the products for any purpose.

Authorized User shall not update, alter, revise, change, modify, translate, transform or create any derivative work of the National Licence Content, or make available the National Licence Content in any other form or medium without the prior written permission of the provider. User shall not create a database in electronic or structured manual form by downloading and storing any content.

3.4 Commercial Use

The Authorized User is not permitted to be a commercial party to paid documentation services, and shall not use all or any part of the National Licence Content for commercial use.

Authorized User shall not directly or indirectly use or assist any third party to use the National Licence Content for any commercial or monetary purposes including without limitation any sale, resale, rent, lease, loan, transfer or upload of the National Licence Content to a commercial entity's internet website, or any other means for commercial or trade purposes, or otherwise charge a fee for access.

User shall not undertake any activity that may have a damaging effect on the Service Providers' or its affiliates' ability to achieve revenue through selling and marketing any part of the National Licence Content.

3.5 Disruption / Robots / Crawlers

Authorized User shall not attempt to interfere with the proper workings of the online provision of the National Licence Content, including attempting to circumvent security, tamper with, hack into or otherwise disrupt the Server or other Internet connected device used as part of the Service Provider's IT system which enables access to the National Licence Content.

Authorized User shall not either individually or collectively download National Licence Content in an excessive manner. The Service Provider reserves the right to withdraw access to the National Licence Content in such an event.

Authorized Users are not permitted to deploy robots, spiders, crawlers or other automated download programs or other aids to search, index or download the services continuously.

Authorized User shall not download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the National Licence Content except as expressly permitted in this Terms of Use.

3.6 Text and Data Mining

Text and Data Mining is generally prohibited for Private Use. If Authorized Users wish to engage in Text and Data Mining for their own private personal interest, please contact us via: contact@consortium.ch

4. Limitation of Liability

Whilst the Service Provider and the Consortium of Swiss Academic Libraries seek to make available the National Licence Content online, they cannot guarantee that such Online Access will operate continually or without interruption. The Service Provider and the Consortium of Swiss Academic Libraries shall at all times use reasonable efforts to perform all obligations under these terms of use in a timely manner, taking account of the existing circumstances.

In no circumstances will the Service Provider or the Consortium of Swiss Academic Libraries be liable to the user for any consequential, incidental, special or indirect damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the use of, or inability to use the National Licence Content.

In no circumstances will the Service Provider or the Consortium of Swiss Academic Libraries be liable to the Authorized User for any loss resulting from a cause over which the Service Provider or the Consortium of Swiss Academic Libraries do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, any damage caused to the Authorized User by misuse or loss of their access data (especially IP address or username/password), unauthorised access, theft, or operator errors.

The Service Provider or the Consortium of Swiss Academic Libraries shall not be liable to the user for any failure to perform any obligation under these Terms of Use due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care.

The Service Provider or the Consortium of Swiss Academic Libraries exclude all express or implied terms, conditions, warranties and/or representations with regard to the National Licence Content including without limitation any warranties relating to accuracy of any information and content, quality or fitness for purpose.

5. Assignment / Transfer

The Authorized User is not entitled to assign, transfer or sub-licence to third parties any rights, obligations or claims arising from these terms of use.

6. Data Protection

On Data Protection, please refer to the terms of use of Swiss edu-ID: https://eduid.ch/web/tou/

7. Open Access

Authors who are affiliated with Swiss Academic or Research Institutions are granted permission free of charge to store their articles which are part of National Licences in the form published by the Service Provider (e.g. PDF) after a time embargo in an institutional or discipline-specific, non-commercial repository of their choice in order to make them available in Open Access. For more information visit: http://www.consortium.ch/open-access/

8. Amendment

The Consortium of Swiss Academic Libraries reserves the right to amend or adjust these Terms of Use at any time and without prior notice.

9. Governing Law

The Terms of Use for Swiss National Licences Private Use shall be interpreted and construed according to and governed by the laws of Switzerland.

(Version 1.0, 24 November 2016)