

Auszug aus dem Lizenzvertrag _Kortext_ Nutzungsbedingungen

1. Scope of Licence

Subject to the terms of this Agreement, Licensor hereby grants to the Licensee and its end users, a non-exclusive, worldwide, non-transferable licence to access and use the Services under the terms described in this Agreement and its relevant appendices.

All of the digital content is either the property of the Licensor or is duly licensed to Licensor and is protected by copyright and other intellectual property laws. Except for the limited rights given to the licensee and the end users, all rights in the Licensor's platform and the digital content are reserved by Licensors and its suppliers and respective licensors.

2. Authorised Users

Access to the Services is permitted at the Licensee's main location and any additional sites specified in Appendix 1.

Authorised users are defined as registered library staff, faculty, administrators and enrolled students at the Licensee's institution. Remote users must be limited by secure methods of user verification.

-

Access is limited to users who are both registered and formally authorised by the institution. Authorised users cannot grant access or extend authorisation to others.

-

All end users of the Services are bound by the following terms and conditions.

3. Access

-

Access to the Services must be made via a secure network and using agreed authentication methods.

-

Enabling access for the benefit of non-subscribing institutions is strictly prohibited.

-

Posting and sharing of passwords and digital content is strictly prohibited.

-

Outside of termination for breach of prohibited activities (see 9. Prohibited Activities), the licensee and its end users shall have continued access to all content acquired on a perpetual basis, which shall remain accessible via the Kortext platform, beyond the expiry of this

Agreement. Should the Kortext platform not be available, the content shall be transferrable to an alternative library platform, subject to publisher agreements.

4. Updates

-

Licensor has the right to revise or update the Kortext platform at any time, subject to such revisions or updates being notified to the Licensee in advance.

-

Ongoing updates to the Services shall not materially alter use of the service in an adverse manner.

5. Digital Content and Catalogue

-

The digital content provided as a part of the service is supplied to Licensor under agreement with party licensors and is subject to the continuation and extent of the license granted under such agreements.

-

The licensor shall have the right, in its reasonable and good faith discretion to remove or modify digital content in the service owing to;

-

Right to distribute such materials lapses;

-

Such materials contain errors or could be subject to an infringement or other adverse claim by a third party, and/or;

-

Particular content has changed due to editorial selection, coordination or arrangement of materials.

-

The Kortext eReader software contains software code used for performing operations on content protected by digital rights management (DRM). The Licensee and its end users agree not to perform any actions that are intended to subvert DRM Content protections.

-

For certain Services, the customer may elect to have user activity trigger the purchase of content. Guidelines on demand-driven acquisition models can be made on request.