Weston Medical Publishing, LLC

470 Boston Post Road, Weston, MA 02493 • 781-899-2702 • Fax 781-899-4900 • www.pnpco.com

By accessing this electronic journal, you agree to the following:

Electronic Journal User Agreement

Version 5.1 01/01/2020

The following guidelines provide electronic journal Individual/Corporate/Library Subscribers with a set of simple, commonsense rules governing rights and limitations for internet access of electronic versions of Weston Medical Publishing, LLC (Publisher) electronic journals by Authorized Users. These guidelines supersede any prior understanding between the Publisher and the Individual/Corporate/Library subscriber (Subscriber) regarding user access to electronic journals.

Access to Weston Medical Publishing, LLC electronic journals is granted for all Authorized Users on the following conditions:

- Publisher's acceptance of the Subscriber's completed order
- Receipt of the required subscription fee
- Receipt of list of Corporate/Library Subscriber's IP addresses, if applicable

<u>Authorized Users</u>: <u>Individual subscribers</u> are the only authorized user for their subscription. The subscriber is prohibited from making agreements for access to the electronic journals with individuals, organizations, vendors, affiliates, or partners.

<u>Corporate/Library "Authorized Users"</u> are authenticated, authorized current full and part time students, employees (including faculty, staff, affiliated researchers and approved contractors), and other individuals who have permission to use the institution computers on the Subscriber's geographically constrained site.

<u>IP Access Consolidation</u>: Corporate/Library subscribers using a single IP address (Proxy Access) to access subscriptions and/or centrally administering their library resources for multiple campus locations (physical sites) are required to notify Weston Medical Publishing, LLC when subscribing to electronic journal content. Such Corporate/Libraries may be required to pay multisite access fees and/or subscription surcharges based on their number of campus sites and all site FTEs (subscriber base) at each location, not just relevant FTEs. A "site" is an organizational unit, and may be academic or nonacademic. For organizations located in more than one city, each city office is considered a different site. For organizations within the same city that are administered independently, each office is considered a different site.

In consideration of the payment of the appropriate subscription fee, the Subscriber and the Publisher agrees to adhere to the following guidelines:

- 1. The Subscriber will undertake all necessary authentication and verification processes to ensure that only Authorized Users can access the electronic journals.
- 2. The Publisher maintains the electronic journals as a service to its members and the scientific/technical/medical community. The Publisher holds the copyright for all works published in the electronic journals, as a compilation and as to the individual articles, collectively and individually, unless otherwise expressly noted.
- 3. All use of the electronic journal content is subject to applicable Copyright law and reproduction of electronic journal content is allowed only as follows:
 - a. <u>Downloading</u>: Downloading, printing, or saving of content for personal, non-commercial use is permissible. Systematic downloading is forbidden.
 - b. <u>Commercial Redistribution</u>: No commercial use (e.g. downloading, posting of a file, or printing to resell or distribute) of any articles is permitted without prior, express written permission or license from the Publisher (http://www.copyright.com/get-permissions/).
 - c. Interlibrary Loan: ILL is available through Copyright Clearance Center's Get-It-Now service (http://www.copyright.com/academia/get-it-now). Because of the easily reproducible nature of electronic publications, Interlibrary Loan of articles or components in any other electronic or digital form is expressly **PROHIBITED**. Interlibrary Loans to reprint services is not allowed and must be

US Federal Tax ID Number: 20-8828337 DUNS Number: 831748392

Weston Medical Publishing, LLC

470 Boston Post Road, Weston, MA 02493 • 781-899-2702 • Fax 781-899-4900 • www.pnpco.com

referred to Copyright Clearance Center for collection of royalties.

- d. <u>Assisted Technologies</u>: The Subscriber may transcribe any portion of the electronic journal into Braille script or enlarged type for Authorized Users who are visually impaired.
- e. <u>Course Packs</u>: Contributors of articles published in the Journal(s) who are faculty members of the Subscriber may use those articles in any course pack they compile without charge. All other articles used in course packs should be referred to Copyright Clearance Center and their Academic Permissions Service (http://www.copyright.com/get-permissions/).
- 4. Subscriber agrees to the following:
 - a. The Subscriber is responsible for creating and maintaining reasonable security measures, and posting policies consistent with the rights and restrictions described in these guidelines to ensure that only Authorized Users can access the electronic journals. The Subscriber is prohibited from making agreements for access to the electronic journals with individuals, organizations, vendors, affiliates, or partners, which are not parts of the same Subscriber purchasing this subscription. The Subscriber affirms that all IP addresses in the range listed for authorization are specifically controlled by the Corporation/Library for workstations under its administrative control and for the use of individuals who meet the Authorized User definition above. The Subscriber is responsible for maintaining the list of IP addresses of all Authorized Users and providing that to the Publisher with subscription order.
 - b. If the Subscriber becomes aware of unauthorized access to the electronic journals, it will notify Publisher immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, the Publisher has the right to withhold, suspend, or terminate access to all or any portion of the electronic journal(s)' web site, without liability.
 - c. The Subscriber agrees not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use which the Publisher may post on the site in order to inform users about system features, terms of use, or copyright notices.
- 5. SUBSCRIPTION ACCESS: The Publisher provides electronic journal access only for the term of this subscription; and does not undertake to ensure future access to the electronic journal archives once the subscription term has expired. The Publisher intends to retain full abstracts of all articles for all past issues posted online and to continue to make this database available. However, because Publisher cannot be certain of future technology, storage, or maintenance costs, this access cannot be guaranteed. The Publisher reserves the right to remove all or portions of the archive of past issues. Only current subscribers may access materials under access control.
- 6. TECHNICAL ACCESS: The Publisher intends for the site to be available 24-hours per day, 7 days per week. However, the Publisher WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD THE SITE BECOME UNAVAILABLE TEMPORARILY OR ACCESS TO THE SITE BECOMES SLOW OR INCOMPLETE due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the site inaccessible for the library's users.
- 7. WARRANTY: While the Publisher seeks to ensure the accuracy of content posted online, the Publisher DOES NOT WARRANT OR GUARANTEE ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE SHALL THE PUBLISHER LIABILITY FOR ANY CONTENT OR ACCESSIBILITY PROBLEMS WITH THE SITE EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID FOR THE JOURNAL(s) DURING THE 6-MONTH PERIOD PRECEDING ANY CLAIM OR NOTICE OF DAMAGES.