



**Mohr Siebeck**

## **Terms of Use for the Digital Editions of the Mohr Siebeck Journals**

### **Preamble**

Subscriptions to Mohr Siebeck journals include the print and the electronic version. All subscribers (institutions and individuals) have an online access through **IngentaConnect** ([www.ingentaconnect.com/content/mohr](http://www.ingentaconnect.com/content/mohr)), a provider of digital publications of journals on the Internet.

Those who do not have a subscription may also purchase single articles as a PDF file from IngentaConnect (pay-per-view).

For a list of the journals published by Mohr Siebeck along with their prices, go to [www.mohr.de/journals](http://www.mohr.de/journals).

The following terms of use regulate the rights of the subscribers and purchasers to use the content they have purchased. These terms of use are valid as soon as access to the electronic content has been unlocked.

### **1 Digital Content, Authorized Users**

For the duration of the subscription or for individually purchased articles, Mohr Siebeck grants the user the non-exclusive, non-transferable and non-sublicensable right to access the digital content in accordance with these terms and to use this content.

Institutional subscribers and purchasers may allow authorized users access and use. Access and use are to be via the Internet using an independent network or a virtual network which only allows access to authorized users who are being monitored by the institution (secure network).

Authorized users are

- current members of the institution's teaching staff,
- library staff as well as other institution personnel,
- anyone currently enrolled as a student at the institution,
- visitors to the library (walk-in users) for the duration of their visit.

## **2 Right of Use, Access Authorization**

The digital content is protected by copyright and is subject to the legal duration of copyright. Any use other than that specifically permitted in these terms of use, in particular for commercial purposes, is prohibited.

Access authorization is restricted to those IP address(es) or user name(s)/password(s) registered with IngentaConnect/Mohr Siebeck.

The number of concurrent users with institutional access is unlimited, in the case of private access solely the subscriber or the purchaser is authorized.

In general, a subscription applies to single sites with a maximum of 20,000 users (one campus). For multi-site subscribers or larger institutions, please address your inquiry to the publisher at [order@mohr.de](mailto:order@mohr.de).

Visitors to the library may be granted access to the licensed content at computer workstations in the actual institution premises. All other authorized users are permitted to use the digital content at the computer workstations in the actual institution premises as well as by remote access via the institution's secure network – if the library allows remote access.

It is not permitted to reproduce the digital content publicly or to make it accessible to the public, for example on the Internet or online repositories.

The digital content may be viewed or searched for private use or for research. Furthermore, single hard copies or electronic copies of individual articles may be made if these articles do not account for more than a small part of a journal.

Where legally admissible, authorized users may use appropriate parts of the digital content for the provision of printed seminar or course materials for use by authorized users.

It is not permitted to make any changes, revisions, translations and adaptations of the digital content in a manner which infringes on copyright.

At the request of another library, institutional subscribers are allowed to make a hard copy of a part of the digital content (for example one article) and to send this as an inter-library loan, not however electronically or as an electronic copy.

It is not permitted to archive the licensed content (completely or parts of it) without the previous permission of Mohr Siebeck.

Institutional subscribers are obligated to take all the appropriate and suitable technological and legal measures to prevent a violation of the rights granted as well as a use in breach of contract of any other abuse of rights and to eliminate all possibilities of a recurrence. Furthermore they are obligated to inform the publisher promptly and completely about all such incidents.

Institutions are obligated to apprise the authorized users of these terms in an appropriate form and to bind them to the terms accordingly.

### **3 Default and Liability**

Due to maintenance work there may be temporary restrictions in the availability of the digital content.

Deficiencies in the licensed content will be eliminated by Mohr Siebeck after the appropriate notification in the course of the routine update. A no-fault liability is excluded. Liability for the violation of essential contractual obligations is limited to compensation for damages which are typical and foreseeable for this type of contract, as long as there is no intent or gross negligence.

### **4. End of Use, Access after Termination of Agreement**

The user authorization ends on the expiration date of the subscription. Upon request continued access may be granted to PDF files of those parts of the digital content which were published and paid for during the duration of the contract as part of the subscription. The publisher will decide as to the form in which the material is to be made accessible.

In these cases the rights and obligations commensurate with the terms of use remain valid.

### **5. Final Provisions**

Place of performance is Tübingen. Place of jurisdiction in transactions with merchants, with legal entities under public law and with special federal funding is Tübingen.

In the event of individual provisions of this contract being or becoming ineffective partially or completely, this shall not affect the validity of the contract as a whole.