



ASTRONOMICAL SOCIETY OF THE PACIFIC CONFERENCE SERIES

EDITORIAL OFFICE: N221 – ESC / P. O. BOX 4666 BRIGHAM YOUNG UNIVERSITY ♦ PROVO, UT 84602-4666 USA
TEL (801) 422-2111 ♦ FAX (801) 422-0553 ♦ WWW.ASPBOOKS.ORG ♦ ASPCS@ASPBOOKS.ORG

Terms and Conditions of Use of Electronic Books

The following Terms and Conditions of Use of Electronic Books (“Terms and Conditions”) apply to the use of electronic editions (“e-Books”) of the Astronomical Society of the Pacific Conference Series (“ASPCS”) published by the Astronomical Society of the Pacific (“ASP”), available online at www.aspbooks.org. Refusal or failure to abide by these Terms and Conditions may result in suspension or termination of access. The ASP may amend or supplement these Terms and Conditions from time to time and will send notification to Institutional Subscribers 30 days before such changes.

Definitions

“Authorized User”: Any user granted access to the e-Books by the ASP, including but not limited to (i) an individual member purchasing electronic access for one or more e-Books, with or without purchase of the printed volume, (ii) a member of an Institutional Subscriber, (iii) a member of a Licensee, (iv) a member of a former Institutional Subscriber or Licensee, with access restricted to those volumes which were published during the term of the institutional subscription. Members of Institutional Subscribers or Licensees are limited to current research and teaching staff (whether on a permanent, temporary, contract or visiting basis); students currently studying at the institution; employees, both full-time and part-time; on-site users of the institution or Licensee’s library(s), and individuals using secure campus computer network(s) available from where Authorized Users work or study with access through strict authentication; and any other users agreed to in writing by the ASP and the institution or Licensee.

“e-Books”: The electronic edition of ASPCS volumes, including all associated electronic materials. The e-Books may be hosted by the ASP on the ASPCS web site or on the web site of an agent authorized by the ASP to host the electronic edition.

“Institutional Subscriber”: A single-site institution which has purchased and fully paid a one-year subscription to the ASPCS, whether for e-Books only or e-Books with printed volumes, receiving electronic access to all e-books available at the ASPCS web site for the duration of the subscription period.

“Licensee”: An institution, enterprise, consortium, or other organization for which the ASP holds a valid and current Enterprise-Wide License or similar License and which has paid in full all license and other fees charged by the ASP.

Subscription Period and Renewals

The subscription will terminate one year from the beginning date of the subscription as shown on the Subscription Form, unless the Institutional Subscriber has paid for a renewal of the subscription before the end of the subscription period. The ASP will send renewal notices three months prior to the end of the subscription. If not renewed, Institutional Subscribers will retain access to the full text of the ASPCS volumes posted online during their subscription only.

Permitted Use of e-Books

1. Individual Use.

- 1.1. Any Authorized User may search, download, and save material included in the e-Books for his or her own use. Single printed copies of individual papers may be made for private use or research.
- 1.2. An Authorized User may transmit a hard copy or electronic copy of any paper to any individual who is not an Authorized User provided such transmission is (i) not for compensation, (ii) for purposes of scholarly exchange of ideas, and (iii) not part of any systematic provision of e-Book content to such user or any third party. All copyright notices and acknowledgements of the authorship and source as shown at the top of the paper must be maintained.
- 1.3. Materials from the e-Books may not be recompiled, manipulated, used to prepare derivative works, republished, or published in another format, including mounting or distributing e-Books on the Internet, without prior written permission from the ASP.
- 1.4. Authorized Users may not authorize use of the e-Books by anyone who is not an Authorized User. Usernames and passwords for access to the e-Books are for the personal use of the individual purchaser and may not be shared.
- 1.5. The ASP reserves the right to immediately deny access to a username or password if unauthorized use is detected or suspected, and to use its best efforts to notify the individual of any denial of access. The ASP agrees to restore access to the username and password within one business day of successful resolution of the situation.

2. Institutional Use.

- 2.1. Allowed uses described in paragraphs 1.1 through 1.3 above apply to all Authorized Users, including Institutional Subscribers and their Authorized Users.
- 2.2. *Classroom and educational use:* Institutional Subscribers with access to the e-Books may make multiple copies of limited materials from the e-Books for the purpose of classroom use or place limited materials from the e-Books on electronic reserve. Complete volumes may not be stored on electronic reserve. Each item shall carry appropriate acknowledgement of the source, listing title, author, editor, volume number, volume title and publisher, as shown on the first page of the paper. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. All other copying for classroom and education use beyond the fair use provisions of Section 107 of the Copyright Act of the U.S. requires written permission from the ASP.
- 2.3. *Interlibrary loan:* Institutional Subscribers and Licensees may provide through interlibrary loan either hard or electronic copies derived from the electronic edition of the e-Books for the purpose of research or private study and not for commercial use. The same limitations that apply to paper copies made from the printed volumes of the ASPCS also apply to copies derived from e-Books. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.
- 2.4. Institutional Subscribers and Licensees may provide print or electronic copies of articles from the e-Books to national or international regulatory authorities for the purposes of, or in anticipation of, regulatory approval or patent and/or trademark applications or other legal or regulatory purposes in respect of the institution's or Licensee's products or services, provided that such regulatory purposes do not amount to commercial redistribution. Distribution of print or electronic copies for advertising or other marketing purposes is not permitted.

- 2.5. Materials from the e-Books may not be modified, redistributed, licensed, sold, used to make multiple copies, or otherwise exploited in any way for commercial purposes unless such use is expressly permitted by the Enterprise-Wide License or other License.
- 2.6. E-Book content may not be mirrored or stored without prior written permission from the ASP.
- 2.7. Institutional Subscribers and Licensees must make reasonable endeavors to ensure that all Authorized Users are notified of these Terms and Conditions as well as the importance of respecting the intellectual property rights of the ASPCS and its e-Books.
- 2.8. Institutional Subscribers and Licensees are responsible for undertaking reasonable measures to prevent access by unauthorized persons to authorized IP addresses, and are responsible for terminating any unauthorized access of which the Institutional Subscriber or Licensee has actual notice or knowledge. Institutional Subscribers or Licensees will not be held responsible for unauthorized use of the e-Book provided (i) such use is without the express or implied consent of the institution or Licensee; (ii) the institution or Licensee promptly notifies the ASP of any such use of which it becomes aware; and (iii) the institution or Licensee takes all reasonable steps to terminate such activity promptly. **The ASP reserves the right to deny access immediately if unauthorized use is detected or suspected; however, denial of access will be limited, to the extent practicable, to the IP address(es) from which the activity originated.** The ASP agrees to notify promptly the institution or Licensee of any denial of access; to cooperate with the institution or Licensee in terminating such activity; and to restore access to the affected IP address(es) within one business day of successful resolution of the situation. Failure to take reasonable steps to terminate unauthorized activity within thirty (30) days of notice from the ASP of such activity or repeated usage violation from the authorized IP addresses of the institution or Licensee may result in suspension or termination of access.
- 2.9. Access to the e-Books by former Institutional Subscribers and Licensees will be limited to the table of contents and abstracts of all volumes as well as the full text of the volumes posted during the term of the subscription.
- 2.10. The Institutional Subscriber's designations of the institution's tier and associated pricing on the ASPCS Subscription Form are declared to be accurate to the best knowledge of the institution.

Warranty, Indemnification and Disclaimers

The ASP warrants that it has the right to license the rights granted under these Terms and Conditions to use ASPCS e-Books, that it has obtained any and all necessary permissions from third parties to license the e-Books, and that use of the e-Books by Authorized Users in accordance with these Terms and Conditions shall not infringe the copyright of any third party.

The ASP shall indemnify and hold Institutional Subscriber, Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the e-Books by the Institutional Subscriber, Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THESE TERMS AND CONDITIONS IS APPLICABLE TO THIS INDEMNIFICATION.

The ASP does not warrant that the e-Books will be accessible in any particular hardware/software environment. The ASP does not warrant the accuracy or completeness of any information contained in the e-Books, or its merchantability or fitness of use for a particular purpose.

The ASP will have no liability to any person for any loss or damage arising out of use of, or inability to use, the e-Books.

The ASP will make reasonable efforts to make the e-Books available on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access as soon as feasible.

The ASP will maintain all current ASPCS e-Books on its website for a minimum of three (3) years, at which time they will become public domain. E-Books will continue to be available at www.aspbooks.org beyond that time if they are being regularly accessed. The ASPCS will also archive all electronic material as well as providing archival copies of the e-Books to the Smithsonian/NASA Astrophysics Data System (ADS) to help ensure long-term accessibility. While the ASPCS does not currently provide usage statistics to Institutional Subscribers, the development of such statistics is being pursued and will be provided when available.

Privacy Policy

Your use of the e-Books indicates your acceptance of the ASP's privacy policy, as posted on the ASP web site and as described herein.

It is possible to access portions of the ASPCS web site without having to identify yourself. However, to place an order, access protected content on the ASPCS site, or sign up for notifications and alerts (in development), you will be asked to provide basic personal/institutional information. The information collected may include your name, e-mail address, shipping and billing address, or other demographic information essential to completing a transaction and communicating with you.

All personal information we collect is stored safely in our secure databases. From time to time we may use your information to contact you about your account or to tell you about new ASP or ASPCS products and services. We do not sell, rent, or share e-mail addresses. However, we may make your postal address available to reputable organizations whose products and services we think might be of interest to you. If you would like to have your name and address removed from our solicitation mailing lists, you can send an e-mail message to service@astrosociety.org.

Information collected during the course of your use of the e-Books and pertaining to such use may be used by the ASP, the ASPCS or the Institutional Subscriber for internal business and research purposes, including web site statistics. Such information will not be shared with third parties other than the ASP or Institutional Subscriber except in the form of aggregate, anonymous statistics. Such information will not be disclosed in a form that reveals the identity of the user, except as required by law or as necessary to protect against violations of the Terms and Conditions of Use of Electronic Books as specified herein or in another license, if applicable.