

The following Terms and Conditions of Use apply to use of electronic editions of scholarly journals ("Journal") published by The University of Chicago Press ("Press"). Refusal or failure to abide by these Terms and Conditions of Use may result in suspension or termination of access. The Press may amend or supplement these Terms and Conditions from time to time without prior notice.

In certain cases, the University of Chicago or the Journal's sponsor will not hold copyright in materials included in the Journal. In those instances the copyright owner, if any, will be indicated in the article. Authorized Users may not copy or transmit such articles without permission from the copyright owners.

Definitions

"Authorized User": Any user granted access to the Journal by the Press, including but not limited to (a) an individual subscriber to one or more Journals, (b) a member of a society or other sponsor of a Journal published by the Press, (c) a member of a subscribing institution, (d) a member of a Licensee, or (e) a member of a former institutional subscriber or Licensee which has requested in perpetuity access and which has paid in full all fees charged by the Press for such access. Members of institutions or Licensees are limited to research and teaching staff, whether permanent or visiting; students; employees, both full-time and part-time; on-site users of the institution or Licensee's library(s) and campus computer network(s); and any other users agreed to in writing by the Press and the institution or Licensee.

"Journal": the electronic edition, including all supplementary and associated electronic materials, of a scholarly journal published by the Press whether on its own behalf or on behalf of a scholarly society or other publishing partner. The Journal(s) may be hosted by the Press on its Web site or on the Web site of an agent authorized by the Press to host the electronic edition. Access to the Journal by former institutional subscribers and Licensees with valid in perpetuity access rights will be limited to those issues published during the term of the subscription.

"Licensee": an institution, enterprise, consortium, or other organization for which the Press holds a valid and current license and which has paid in full all license and other fees charged by the Press.

Permitted use of the Journals

1. Individual use:

1.1 Any Authorized User may search, download, and save material included in the Journal for his or her own use, except that downloading of entire issues of the Journal is not permitted. Single printed copies of individual articles may be made for private use or research. (The term "article" includes any editorial, book review, letter, or other discrete work contained in the Journal.)

1.2 An Authorized User may transmit a hard copy or electronic copy of any article 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 Journal content to such user or any third party. All copyright and other notices contained in the article must be maintained.

1.3 Materials from the Journal may not be recompiled, manipulated, used to prepare derivative works, republished, or published in another format without prior written permission from the Press.

1.4 Authorized Users may not authorize use of the Journal by anyone who is not an authorized user. Usernames and passwords for access to the Journal are for the personal use of the individual subscriber or society member and may not be shared.

1.5 The Press reserves the right to deny access to a username or password immediately if unauthorized use is detected or suspected, and to use its best efforts to notify the individual subscriber or society member of any denial of access. The Press agrees to restore access to the username and password within one business day of successful resolution of the situation.

2. Institutional use:

2.1 Classroom and educational use: Institutional subscribers with an Unlimited Access subscription to the Journal may make multiple copies of materials from the Journal for the purpose of classroom use or place materials from the Journal on electronic reserve. 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 Press.

2.2 Interlibrary loan: Institutional subscribers and Licensees may use hard or electronic copies derived directly or indirectly from the electronic edition of the Journal for the purpose of interlibrary loan with the same limitations that apply to paper copies for that purpose made

from the print edition of the Journals. 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.

2.3 Institutional subscribers and Licensees may provide print or electronic copies of articles from the Journals 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.

2.4 Materials from the Journals 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 in writing by the Press.

2.5 Journal content may not be cached without prior written permission from the Press, except that institutional subscribers or Licensees may use the LOCKSS system to archive and restore the Journal, so long as such use is otherwise consistent with the terms and conditions of use described herein. In using the LOCKSS system, the Journal may be made available to other LOCKSS system participants who indicate a right to that Journal.

2.6 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 institution or Licensee has actual notice or knowledge. Institutions or Licensees will not be held responsible for unauthorized use of the Journal provided (i) such use is without the express or implied consent of the institution or Licensee; (ii) the institution or Licensee promptly notifies the Press 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 Press 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 Press 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 Press 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.

Disclaimers

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

The Press will have no liability to any person for any loss or damage arising out of use of, or inability to use, the Journal.

The Press will make reasonable efforts to make the Journal 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 practicable.

Privacy policy

Your use of the Journal indicates your acceptance of the Press's privacy policy, as posted on the Press's Web site and as described herein.

It is possible to access portions of the Press's Web site without having to identify yourself. However, to place an order, access protected content on our site, sign up for tables of contents alerts, or take advantage of personalized Web site functionality, you will be asked to provide us with basic personal 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 University of Chicago Press 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 subscriptions@press.uchicago.edu.

Information collected during the course of your use of the Journal and pertaining to such use may be used by the Press or the society or sponsor of the Journal, if applicable, or the subscribing institution for internal business and research purposes. Such information will not be shared with third parties other than the society or sponsor of the Journal or subscribing

institution 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 the Journal as specified here and in the license.