Landes Bioscience

. . .

4. Permitted Use and Prohibitions

Authorized Users may download, save, and print the Licensed Material from the database for their own noncommercial educational and research use, but may not further disseminate these articles in their electronic form without express written permission from Landes Bioscience. The Licensee will exercise reasonable efforts to ensure that access to and use of the Licensed Material is limited to Authorized Users. Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes. Interlibrary loan: A hard copy printed from the electronic files of the Licensed Material may be supplied to another institution by mail or fax or secure email transmission (including ARIEL). Coursepacks: Copies for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Copies that are provided to the end user for a copying fee may not be made without payment of permission fees to Landes Bioscience. Electronic reserves: Articles for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Articles that are provided to the end user for a fee of any sort may not be made without payment of permission fees to Landes Bioscience. E-reserves should be posted on a secure site accessible to Authorized Users only, and articles purged from the e-reserve system at the end of each semester. Fair Use. Nothing in this License shall in any way exclude, modify or affect any of Licensee's statutory or common law rights under the copyright laws of the United States.

5. Breach

Under ordinary circumstances, should a breach of this Agreement by the Licensee or an Authorized User come to the attention of Landes Bioscience, Landes Bioscience will inform the Licensee and provide a reasonable amount of time (ordinarily 30 days) for investigation and, if necessary, correction of the breach. But Landes Bioscience shall have the right immediately to suspend this License Agreement, without need for provision of proof, if it determines that the Licensee has committed a serious and material breach of the Agreement or one that is likely to continue. If it is feasible to cut off the access of a single offending user, rather than the entire institution, that will be done. If Landes Bioscience is in breach of this agreement, the Licensee will inform Landes Bioscience in writing and allow 30 days to mend the breach. If the breach is not cured, Licensee may terminate the agreement upon written notice and receive a pro-rated refund.

. . .