Hein Online

Auszug aus dem Lizenzvertrag Abridged version of License Agreement

(...)

AUTHORIZED USERS

(...)

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who:

- 1. Are affiliated with Licensee as students, faculty or employees, or
- 2. Are physically present in the Library (as hereafter defined), or
- 3. Have been issued a password for access to Licensee's secure server(s).

(...)

DEFINITIONS

(...)

"Database" means the electronic archive of content provided by William S. Hein & Company according to the terms of this Agreement, as well as portions thereof or Materials (as hereinafter defined) contained therein.

"Derivative Work" means a work based upon one or more preexisting works such as a modification, enhancement, adaptation, translation, abridgment or any other form in which such pre-existing work may be transformed or incorporated and which, if prepared without authorization of the owner of the copyright or other intellectual property right in such pre-existing work would constitute an infringement of such right.

"Intellectual Property" means any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, Derivative Works, and all other intellectual property rights relating to the Database.

"Library" means Licensee's library and facilities.

"Materials" mean any portion or portions of content in, or printed from, the Database.

"User Rules" mean those terms and conditions for use of the Database that appear on certain screen displays in the Database as such may be amended from time to time, or that are otherwise provided to Licensee or to Authorized Users by William S. Hein & Co., Inc.

(...)

USE OF DATABASE

- A. Licensee shall not permit anyone other than Authorized Users to use the Database, or display or otherwise make available the Database to anyone other than Authorized Users.
- B. No use that exceeds the User Rules may be made of the Database other than as provided herein. It is understood that the purpose of HeinOnline is to provide effective preservation of journals and other legal materials, and facilitate access to such journals and other legal materials by Authorized Users. Accordingly, Licensee may not utilize the Database for commercial purposes, including but not limited to the sale of Materials, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs.

Furthermore, under no circumstances may Licensee:

- i. Remove, obscure or modify any copyright or other notices included in the Database or the Materials;
- ii. Use Materials in a manner that would infringe the copyright therein; or
- iii. Copy, download, or attempt to download an entire issue or issues of a journal from the Database. Licensee shall contact William S. Hein & Co., Inc., in order to obtain a printed copy of one or more entire issues of such journal.

(...)