Nutzungsbedingungen für Kluwer Law International Journals

(Auszug aus dem Lizenzvertrag)

7. PERMITTED AND PROHIBITED USE

7.1 Licensee shall use the Licensed Material and shall take all reasonable steps to ensure that its employees and partners shall use the Licensed Material only:

a. for its own business purposes;

b. by the user(s) specified on the Order Form;

c. at the Site(s) specified on the Order Form

d. for the permitted purposes set out in the Agreement.

7.2 Licensee shall not use the Licensed Material, allow access to the Licensed Material, or divulge any extract of the Licensed Material or any such result thereof other than for the purpose set out in Section 7.1 nor allow or authorise the Licensed Material to be used for the purpose of operating a bureau or similar service or any online service whatsoever.

7.3 Licensee, its employees or partners on its behalf, during the normal course of Licensee's business, and, where Licensee's business is the provision of library services, bona fide on-site users of those services, may for its own business purposes:

a. view the Licensed Material on screen

b. print extracts from the Licensed Material;

c. transmit by print, fax, e-mail, or other method, extracts from the Licensed Material between employees, partners or agents of Licensee

d. transmit by print, fax, e-mail, or other method, extracts from the Licensed Material to third parties only in connection with the provision of professional advice provided that no additional fee is directly or indirectly charged for the transmission.

7.4 All extracts must clearly reproduce the copyright notice(s) and Licensee shall not do or omit to do or authorise any other person to do or omit to do any act which:

a. would or might invalidate or be inconsistent with any Intellectual Property Right of Licensor in the Licensed Material

b. would be in breach of or otherwise inconsistent with the moral rights of the authors of the items comprising the Licensed Material.

7.5 Licensee shall not erase, remove, deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Licensed Material or used in relation to it, nor shall Licensee authorise another person to do so.

7.6 Licensee shall promptly inform Licensor if Licensee becomes aware of:

a. any unauthorised use of the Licensed Material

b. any actual, threatened, or suspected infringement of any intellectual property right of Licensor in the Licensed Material, and

c. any claim by any third party that the Licensed Material infringes the intellectual property or other rights of any other person.
7.7 Licensee shall at the request and expense of Licensor do all such things as may be reasonably required to assist Licensor in taking or resisting proceedings in relation to any infringement or claim referred to in this Clause and in maintaining the validity and enforceability of the intellectual property of Licensor in the Licensed Material.

7.8 Except insofar as permitted by law, Licensee shall not modify, reverse assemble, decompile or reverse engineer the Licensed Material or any part thereof, or permit any third party to do so.

7.9 Licensee shall not, except to the extent necessary to exercise the rights granted under this Agreement:

   a. make any alterations, additions or amendments to the Licensed Material;

   b. combine the whole or any part of the Licensed Material with any other software, data or material;

   c. create derivative works from the whole or any part of the Licensed Material.