

Radiological Society of North America (RSNA) SUBSCRIPTION Guidelines

For the purposes of this document:

* Internet Access is defined as the viewing and use of subscribed Journal content online via the World Wide Web.

* An Institution includes all parts of a single organization that report to the same Chief Academic Officer, Chief Executive Officer or Director of a not-for-profit, agency, governmental or non-governmental organization or independent company. (For multi-campus academic institutions, each organization listed in the Directory of Higher Education [<http://www.educause.edu/MembershipDirectory/672>], or its equivalent, is considered a separate institution. Academic law and academic medical libraries may be part of a University only if they report to the same CAO or CEO.)

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* Journal: These guidelines are applicable to *Radiology* and *RadioGraphics* online content.

Upon receipt of the Institutional subscriber's completed order and the required subscription fee, each publisher will issue a valid account number for use in the activation of Radiology and/or RadioGraphics online Journal or Journals. By purchasing a subscription to a Journal, the Institutional subscriber agrees to the terms of these Guidelines.

Institutional subscribers agree to the following terms and conditions:

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New Technological Uses of Copyright Works) guidelines

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d. Modification: Institutional subscribers shall not modify or create a derivative work of any Journal content without the prior written permission of publishers.

5. AUTHENTICATION: Institutional subscribers will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed Journal content online.

a. IP addresses: Institutional subscribers affirm that all Internet Protocol ("IP") addresses provided for use of online Journals are controlled by the Institution exclusively for Internet Access by Authorized Users.

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c. Abuse: If Institutional subscribers become aware of unauthorized access to Journals, they will notify publishers immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, publishers have the right to withhold, suspend, or terminate access to any or all Journal content, without liability.

6. ARCHIVING: Publishers acknowledge that Institutional subscribers may participate in the LOCKSS system for archiving digitized publications. To benefit from this support, Institutional subscribers must install a LOCKSS cache at their Institution. (See <http://lockss.stanford.edu> for further information.) The Institutional subscriber may perpetually use the LOCKSS system to archive and restore Journal content, so long as the Institutional subscriber's use is otherwise consistent with these Guidelines. Publishers further acknowledge and agree that, in using the LOCKSS system, Journal content may be made available to other LOCKSS system participants who indicate a right to the subscribed Journal content.

7. **TECHNICAL ACCESS:** Publishers intend for Journal web sites to be available 24 hours per day, 7 days per week. However, publishers **WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD A SITE BECOME UNAVAILABLE TEMPORARILY OR ACCESS TO A SITE BECOMES SLOW OR INCOMPLETE** due to system back-up procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make Journal content inaccessible to Institutional subscribers. Publishers will make reasonable efforts to notify Institutional subscribers of any unusually extended interruptions and will attempt to restore access to sites as soon as possible.

8. **WARRANTY:** Publishers affirm they have obtained any and all necessary permissions to license Journal content, and that use of such content by Authorized Users in accordance with these guidelines shall not infringe the copyright of any third party. While they seek to ensure the accuracy of content posted online, publishers **DO NOT WARRANT OR GUARANTEE ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.** Neither publishers nor Institutional subscribers shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Journal content.

9. **SEVERABILITY:** If any portion of these Guidelines turn out to be invalid, illegal, under dispute, unenforceable or in conflict with the law of any jurisdiction, the rest of the provisions shall remain applicable.

10. **DISPUTES:** In the event of any dispute or controversy arising out of or relating to these Guidelines, the publisher and Institutional subscriber agree to exercise their best efforts to resolve the dispute as soon as possible. Any dispute that cannot be resolved by mutual agreement shall be subject to mediation or binding arbitration subject to the jurisdiction nearest to the publisher's headquarters. Both parties shall, without delay, continue to perform their respective obligations that are not affected by the dispute. In no event shall a dispute arising under the terms of these guidelines, between a participating publisher and an Institutional subscriber, subject any other participating publisher to joint and several liability or shared legal responsibility of any kind.