

Terms and Conditions of Service and Content-Specific Terms and Conditions of Use

1. Welcome to JSTOR.

JSTOR's integrated digital platform (the "JSTOR Platform") is a trusted digital repository providing for long-term preservation and access to leading academic journals and other scholarly materials from around the world. JSTOR is part of ITHAKA, a not-for-profit organization with a mission to help the scholarly community take advantage of advances in technology, and is supported by libraries, scholarly societies, publishers, and foundations.

JSTOR has provided Terms and Conditions for use of the service ("Terms and Conditions of Service") and its contents ("Content-Specific Terms and Conditions of Use") in order to establish guidelines for responsible usage, to protect the rights of authors and publishers, and to facilitate the archiving and dissemination of high-quality content for the long-run benefit of the scholarly community.

These Terms and Conditions of Service will apply to your use of JSTOR and by using JSTOR, you are agreeing to these Terms and Conditions of Service. In addition to these Terms and Conditions of Service, the Content-Specific Terms and Conditions of Use will apply depending on the content you are accessing through the JSTOR Platform. In the event of any contradiction between these Terms and Conditions of Service and any Content-Specific Terms and Conditions of Use, the Content-Specific Terms and Conditions of Use will take precedence in relation to the content that you're accessing.

Where applicable, these Terms and Conditions of Service apply to individuals and institutions accessing content through JSTOR and, where applicable, are subject to the agreement entered into between JSTOR and a user's affiliated institution, such as a user's college or university. If you have questions about your affiliated institution's participation agreement with JSTOR, please contact your librarian.

Please note that these Terms and Conditions of Use may vary depending on the Collection or Content you are accessing and/or whether your institution is subject to grant-related project terms.

Follow these links for additional Content-Specific Terms and Conditions of Use:

- For journal content (other than Early Journal Content, defined below) including articles and book reviews, and for manuscripts and monographs (i.e. scholarly essays);
- For “Data for Research” (defined below);
- For spatial/geographic information systems data;
- For Plant Specimens; and
- For Early Journal Content.

2. Authorized Users.

2.1 Your access to JSTOR may vary depending on the type of material you are accessing and whether you are affiliated with an institution that participates in JSTOR.

Access to content on JSTOR is available for “Authorized Users” meaning:

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ii. for museums; foundations; government agencies; corporate and for-profit organizations (other than for-profit educational organizations); and researchcenter Institutional Licensees: full and part-time staff; on an ad hoc basis, researchers and lecturers affiliated and/or visiting under the terms of an with the Institutional Licensee; and Walk-In Users;

iii. for public library Institutional Licensees: full and part-time staff; Walk-In Users; and off-site users accessing the Licensed Content through a sessions-basedarrangement entered into between JSTOR and the library;

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(c) other users of specified content agreed upon in writing by or on behalf of JSTOR, including users of (i) Data for Research; (ii) the Publisher Sales Service (a service through which JSTOR facilitates users' purchase of content from publishers); and (iii) individual researchers not affiliated with a JSTOR participatinginstitution, publication, or scholarly society; and (iv) individual users of Early Journal Content.

2.2 "Institutional Licensee(s)" mean institution(s) that maintain(s) a valid Institutional Participation Agreement with JSTOR, available at <http://about.jstor.org/participate-jstor/libraries/participation-agreements>.

3. The Content.

3.1 "Content" means journal back issues (but not Early Journal Content as described below) and current issues as well as portions of such journals, including articles and book reviews; manuscripts and monographs (i.e. scholarly essays);"Data for Research" (defined below); spatial/geographic information systems ("GIS") data; plant specimens ("Specimens"); and journal content (as distinct from pamphlets, manuscripts, monographs or other content) that has been published prior to 1923 in the United States or prior to 1870 if initially published internationally ("Early Journal Content"); and other materials made available by JSTOR.

3.2 "Data for Research" means data provided specifically for the purpose of textual extractions; describing and/or identifying content, usage, and operations; or cataloging information pertaining to the Content, to be used in research involving computational analysis rather than for purposes of understanding the intellectual meaning of such data.

3.3 “Licensed Content” means the Content for which an Authorized User’s affiliated Institutional Licensee has entered into an Institutional Participation Agreement or other license agreement, or the Content available to an Authorized User through Individual Access, the Publisher Sales Service, or other programs. For more information about the JSTOR material licensed by your affiliated Institutional Licensee, please contact your librarian.

4. Permitted Uses of the Content.

Permitted Use of the Content depends on the type of content you are accessing. Please see the Content-Specific Terms and Conditions of Use for more information.

5. Prohibited Uses of the Content.

In addition to agreeing to any Content-Specific Terms and Conditions of Use, you agree that you will not:

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(b) attempt to override, circumvent, or disable any encryption features or software protections employed in the JSTOR Platform;

(c) undertake any activity such as computer programs that automatically download or export Content, commonly known as web robots, spiders, crawlers, wanderers or accelerators that may interfere with, disrupt or otherwise burden the JSTOR server(s) or any third-party server(s) being used or accessed in connection with JSTOR; or

(d) make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Service and the Content-Specific Terms and Conditions of Use.

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and Software Requirements page may be updated in a manner consistent with evolving industry standards. Institutional Licensees and Authorized Users shall be responsible for all costs associated with the use of and with establishing access to the JSTOR Platform, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any, as well as for all costs associated with printing from the JSTOR Platform.

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7.1 You are responsible for maintaining the confidentiality and security of your username and/or password (if such are provided), and for all usage or activity by them of JSTOR. Except as permitted for certain Content, you may not provide access to JSTOR to anyone else, including by setting up an anonymous remailer for purposes of allowing access to JSTOR.

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7.3 Where you are able to submit material and/or post comments to JSTOR, you represent and warrant that you will not upload or otherwise publish through JSTOR any materials that: (a) are protected by copyright, or other proprietary or intellectual property rights; (b) are libelous, defamatory, obscene, pornographic, abusive, or invasive of another's privacy or hateful; or (c) contain a virus, spyware, or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You acknowledge and agree that any material that you submit or comment that you post may be edited, removed, modified, and/or published by JSTOR without notice. You agree to indemnify and hold JSTOR harmless from any and all liability and costs incurred in connection with any claim arising out of your breach of the foregoing representations and warranties. You will cooperate as fully as reasonably required in the defense of any claim. JSTOR reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

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10.1 JSTOR will use reasonable efforts to provide continuous availability of the JSTOR Platform subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals as they become available, and downtime related to equipment or services outside the control of JSTOR, including public or private telecommunications services or internet nodes or facilities ("Maintenance Downtime"). If JSTOR fails to provide online availability to the JSTOR Platform for more than 72 hours during any period of 30 consecutive calendar days Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of

a prorated portion of its annual access fee for each 30-day period so affected or (b) terminate its agreement by providing written notice to JSTOR.

10.2 JSTOR will provide support to Institutional Licensees and Authorized Users in accordance with the terms set forth <http://about.jstor.org/user-support>.

10.3 JSTOR is committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed. In furtherance of this commitment, JSTOR will use reasonable efforts to ensure that:

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(b) the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

(c) the JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and it makes available to Institutional Licensees COUNTER-compliant usage statistics. Subject to constraints imposed by or in agreement with journal publishers, JSTOR will use reasonable efforts to ensure that the journals contained in the JSTOR Platform are complete and faithful replications of the print versions of such journals.

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14. Force Majeure.

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15. General.

15.1 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use are, where applicable, subject to and incorporated by reference into Institutional Licensees' Institutional Participation Agreements. In the event of any conflict between these Terms and Conditions of Service and/or Content-Specific Terms and Conditions of Use and the Institutional Participation Agreement applicable to an Institutional Licensee and/or Authorized User, the Institutional Participation Agreement will prevail. Please contact your librarian for further details concerning your Institutional Participation Agreement, if you are affiliated with an Institutional

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15.2 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will be interpreted and construed according to United States Federal law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction, and venue will lie exclusively in the federal and state courts of the United States, excluding any such laws to the contrary.

15.3 If any provision or provisions of these Terms and Conditions of Service and/or Content-Specific Terms and Conditions of Use will be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby. A waiver of any breach of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use.

15.4 The English language version of agreements with JSTOR will be controlling over any other version.

15.5 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use are for the sole benefit of the parties to these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use and are not intended for the benefit of any third party. The parties expressly disclaim the creation of any third party beneficiary rights under these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use

15.6 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use Subject to Change. In the interest of managing the evolving needs of Institutional Licensees, Authorized Users, and Content providers, JSTOR reserves the right to modify these Terms and Conditions, or any aspect of JSTOR, at any time. The most updated these terms and Conditions of Service and Content-Specific Terms and Conditions of Use will be posted on the JSTOR website. JSTOR will notify Institutional Licensees via email of material modifications. A modification will become effective for an Institutional Licensee if it does not object in writing to JSTOR within 60 (sixty) days from the time JSTOR emails notice of the modification. In the event of such an

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Terms and Conditions for Use for Journals, Plants, GIS Data, Select Other Content Types, and Data for Research

In addition to the JSTOR Terms of Service, this page describes the specific terms and conditions for use of the JSTOR Platform in accessing the following types of content described below):

- Journal Back Issues and Current Issues, as well as manuscripts and monographs (i.e. scholarly essays) but not Early Journal Content
- Individual Journal Articles purchased through the Publisher Sales Service
- Spatial/Geographic Information System Data
- Plant Specimens
- Data for Research

These terms apply to individual users, as well as institutions accessing these types of Content through the JSTOR Platform. These terms are subject to the agreement entered into between JSTOR and a user's affiliated institution, such as a user's college or university. If you have questions about your affiliated institution's participation agreement with JSTOR, please contact your librarian.

Please note that these Terms and Conditions of Use for Journals, Plants, GIS Data and Select Other Content Types may vary depending on the collection or content you are accessing and/or whether your institution is subject to grant-related project terms. Please see section 8 below for more information about terms and conditions specific to certain collections and content types.

1. Definitions.

1.1 "Content" means journal Back Issues and Current Issues (as further described in Sections 7.1 and 7.2, below) as well as portions of such journals, including articles and book reviews (each independently "Textual Content") but not including Early Journal Content; manuscripts and monographs (each independently also "Textual Content"); Data for Research (defined below); spatial/geographic information systems ("GIS") data; plant specimens ("Specimens"); and other materials made available by JSTOR.

1.2 "Data for Research" means data provided by JSTOR specifically for the purpose of textual extractions; describing and/or identifying content, usage, and operations; or cataloging information pertaining to the Content, to be used in research involving computational analysis rather than for purposes of understanding the intellectual meaning of such data.

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(a) research activities;

(b) classroom or organizational instruction and related classroom or organizational activities;

(c) student assignments;

(d) as part of a scholarly, cultural, educational or organizational presentation or workshop, if such use conforms to the customary and usual practice in the field;

(e) on an ad hoc basis and without commercial gain or in a manner that would substitute for direct access to the Content via services offered by JSTOR, sharing discrete Textual Content or Specimen for purposes of collaboration, comment, or the scholarly exchange of ideas;

(f) downloading Textual Content to view, use and display including on a personal digital device (e.g. mobile devices, e-readers, and personal computers);

(g) in research papers or dissertations, including reproductions of the dissertations, provided such reproductions are only for personal use, library deposit, and/or use solely within the institution(s) with which the Authorized User and/or his or her faculty readers are affiliated;

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(i) Regarding Textual Content and Specimens, fair use under Section 107 of the U.S. Copyright Act, educational exceptions, or other similar provisions of the copyright laws or other intellectual property right laws in the United States or in other countries.

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2.3 Additional Permitted Uses of Data for Research. Institutional Licensees and/or Authorized Users (as defined in the JSTOR Terms and Conditions of Service) may use Data for Research to perform research activities involving computational analysis rather than for purposes of understanding the intellectual meaning of such content. Institutional Licensees and/or Authorized Users may search, view, reproduce, display, download, print, perform, and distribute Data for Research for the following Permitted Uses, provided they abide by the restrictions set forth in Section 3 and elsewhere described in these Terms and Conditions of Use and the JSTOR Terms and Conditions of Service:

- (a) searching the JSTOR archive using the Data for Research search function;
- (b) downloading chart data to view, use and display as Excel-compatible CSV files;
- (c) viewing document-level data including word frequencies, citations, key terms and ngrams;
- (d) requesting and downloading datasets containing word frequencies, citations, key terms, or ngrams associated with the Data for Research selected; and
- (e) subject to registration with JSTOR, using the REST API for content selection retrieval.

2.4 Additional use of Data for Research and the REST API are subject to JSTOR's approval. Please see the Data for Research registration page for further information <http://dfr.jstor.org/fsearch/submitrequest?view=text&>.

3. Prohibited Uses.

Institutions and users may not:

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(d) make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Service or the Content-Specific Terms and Conditions of Use;

(e) download or print, or attempt to download or print an entire issue of a journal or substantial portions of the entire run of a journal, except for the specific case in which the complete contents of a journal issue or a substantial portion of Textual Content (e.g. a series of scholarly essays) is relevant to the particular research; or

(f) reproduce or distribute Content in bulk, such as the inclusion of Content in course packs, electronic reserves, repositories, or organizational intranets (but see Section 4, below).

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JSTOR encourages the use of links to facilitate access to the Content by Authorized Users and Institutional Licensees, including but not limited to links to online syllabi, bibliographies, and reading lists. All Content has a stable URL that can be found in the Browse and Search interfaces of JSTOR's website as well as on the Article Information page each discrete Content item. Further information on establishing stable links to material in JSTOR may be obtained from User Support (support@jstor.org).

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library to another (but not directly to users) through post or fax, or secure electronic transmission, such as Ariel or its equivalent, may be used in Interlibrary Loan. To facilitate direct contact with publishers for the provision of Textual Content outside the allowable scope of Interlibrary Loan or for other permissions, Publisher contact information is available at <http://www.jstor.org/action/showJournals?browseType=publisherInfoPage>.

6. Accessibility of Content.

6.1 JSTOR is committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed. In furtherance of this commitment, JSTOR shall use reasonable efforts to ensure that:

(a) Subject to constraints imposed by or in agreement with publishers and/or by third party rights holders, JSTOR will make good faith efforts to ensure that the Content contained in the JSTOR Platform that is produced by digitizing print material are complete and faithful replications of the print versions of such Content.

(b) The JSTOR Platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI Priority 1 accessibility standards.

(c) The JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

(d) The JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

(e) It makes available to Institutional Licensees COUNTER-compliant usage statistics.

6.2 Accessibility of Certain Content Types. African Plants, Cultural Heritage Sites and Landscapes, and Struggles for Freedom in South Africa Collections include a large number of images, maps and other heavily visual forms of content, and that while the image viewer provided will assist people who require magnification in order to use a visual resource, in cases where magnification does not suffice, JSTOR will only be able to provide access to metadata regarding images.

7. Archiving and Long-Term Access.

7.1 Archiving of Back Issues. As an archive serving the scholarly community, JSTOR provides long term preservation of the Back Issue material in its collections. Back Issue materials are journal volumes and issues dated behind the “Moving Wall” or older Textual Content For further information about the Moving Wall, please see <http://about.jstor.org/content-collections/moving-wall>. Institutional Licensees typically pay two types of fees to JSTOR for Back Issue materials, an Annual Access Fee and an Archive Capital Fee. The Annual Access Fee is a periodic payment covering the Institutional Licensee’s access to the JSTOR Platform. The Archive Capital Fee is one-time fee per JSTOR collection aimed at ensuring the long term preservation, upgrading, and enhancements of the scholarly materials in the JSTOR Platform. By paying the Archive Capital Fee to support a JSTOR collection, Institutional Licensees are securing reliable, long term preservation, upgrading, and enhancements of the Back Issue material in that collection for their institution. Should an Institutional Licensee elect to terminate access to a JSTOR Back Issue collection, it may resume access to that Back Issue collection and all content subsequently added to that collection at any time in the future through payment of only the Annual Access Fee. Please note, however, that if an Institutional Licensee paying the Archive Capital Fee in installments leaves JSTOR, but later returns to participation, the payments towards the Archive Capital Fee will resume from the point at which the Institutional Licensee left.

7.2 JSTOR recognizes that preserving scholarly material requires those entities responsible to employ best practices in preservation as well as to provide assurances about the security of the material and the organization's long term viability as a trusted archive. JSTOR pursues best practices and standards in the creation and maintenance of the JSTOR Platform, has established mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and demonstrates its ability to provide continuing access on a daily basis. Additionally, for those Back Issue materials included in the JSTOR Platform that have print editions, JSTOR has established dedicated repositories at several participating institutions to house and preserve the print copies under archival-quality conditions. With the support of Institutional Licensees, JSTOR is also developing an endowment to ensure the long term operating viability of the JSTOR Platform.

7.3 Post Cancellation Access. Access to Current Issues shall be available to Institutional Licensees following the Institution's cancellation or non-renewal of a subscription to the Current Issues of the applicable journal (“Post Cancellation Access”). Current Issues materials are those issues of journal(s) published online back to the Digital Availability Date. The “Digital Availability Date” is

the year when issues of the Journal(s) initially were published online in digital format, subject to exceptions as determined by the publisher and JSTOR. For purposes of clarification, the Digital Availability Date does not refer to when digitized versions of print issues became available as a JSTOR archival product but rather refers to when “born digital” versions of the title became available. Information concerning the Digital Availability Date for each title is available at <http://about.jstor.org/content-collections/journals/current-scholarship-program/2011-title-list>. The scope of an Institution's Post Cancellation Access may include the following options:

(a) Current Issues and Back Issues Content: As noted in 7.1 above, institutions that continue to license Back Issues for applicable fees, whether in connection with a single publication subscription or a collection subscription, are assured of Post-Cancellation Access to issues of the journal “behind” the Moving Wall, which will advance annually. In addition, JSTOR will honor access to subscribed Current Issues for cancelled or non-renewed Subscriptions until the Moving Wall catches up to the year in which the subscription was cancelled or discontinued.

(b) Through Portico: All of the journals whose Current Issues are available on the JSTOR Platform are also part of the Portico digital preservation service, which may include Post Cancellation Access under the terms set forth in the Portico Journal Archive License Agreement. Institutions participating in Portico may use this mechanism for obtaining Post Cancellation Access to a cancelled Current Issues journal.

(c) Per-Publication Post Cancellation Access: For Licensed Institutions for which neither of the above Post Cancellation options applies, JSTOR will provide Post Cancellation Access to subscribed Current Issues content fulfilled by JSTOR for a small annual fee.

8. Copyright and Additional Warranty Information for Specific Collections.

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9. Additional Terms and Conditions of Use.

Please see below for Terms and Conditions of Use specific to certain Collections or Content:

9.1 Institutions in the United Kingdom and Republic of Ireland, and their users please see <http://www.jisc-collections.ac.uk/Terms--Conditions/External Link> for the Ireland Collection.

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