

Conditions of Use for the Fabrizio Serra's publications
accessible on line from www.libraweb.net site

Preamble

These Conditions of Use apply to the www.libraweb.net site (hereinafter: the site) and its contents. Using the site imply acceptance of these Conditions. By the site, Fabrizio Serra editore (hereinafter: FSE) gives online access to the electronic versions of many of its publications. These Conditions apply to all contractual arrangements regarding online publications and materials on the site, properties of FSE; they regulate the use of the site and the access to contents for who acquires online FSE publications, both subscribers and occasional customers (hereinafter both named: customers).

1. Scope of Application, Conclusion of Agreement, Right of Withdrawal

1. 1.

The legal offer comes about when the customers place an order. The contract is only concluded when the customers are informed that access has received an e-mail - or a paper - from FSE in which there are:
- the access codes (username/password) from what they bought, or
- a confirmation for IP addresses given by customers to be enabled for our site.

1. 2.

FSE does not recognise any change or time extension to there Conditions, unless FSE has agreed in writing that they should apply.

1. 3.

FSE may on occasion modify these Conditions. The Customers are informed of such modifications in writing or by e-mail. The modifications are regarded as accepted if customers continue to access the site to download the files bought.

1. 4.

Customers may withdraw from the agreement without giving any reasons within two weeks of receiving notification that they have been granted access (see 1. 1.) and only if they have never accessed the publications bought. The notice of withdrawal is to be sent by letter to the legal address of FSE, also reported on the site.

2. Object of the online purchase

2. 1.

For the period of the subscription conditions or of the valid purchase, FSE grants the Customers the non-exclusive, non-transferable right which may not be sub-let to access the contents paid in accordance with these Conditions.

2. 2.

The site content bought by customers - only in the form of a PDF format file - can be downloaded accessing the site only in one of the two ways provided:

- by the access codes (username/password), or
- by IP address (see 1. 1.).

3. Rights of Use

3. 1.

The contracting parties (FSE and customers) agree that materials subject of these Conditions are copyright-protected in FSE's favour. The customers receive rights of use and access in accordance with copyright laws; these rights may only be enjoyed for the period of validity of the subscription, or the occasional purchase. All documents, images, databases, softwares and other material in the site are under intellectual and industrial

property rights. Every action reserved to the rightsholder made without his/her legal authorization will be persecuted. For this, use and access to those materials are only allowed to the extent expressly permitted by these Conditions or by FSE.

3. 2.

Access rights for the Customers only apply to IP addresses or user names/passwords registered. Customers can obtain furthermore access rights for additional authentication processes, or other rights, by express agreement with FSE.

3. 3.

In case of access by IP addresses, customers are allowed to use - and let public use, for customers like public library, university, etc. - materials subject of these Conditions via computer work-stations within the Customers physical premises, identifiable by IP addresses or by customers property. Beyond this, the Customers are not permitted to reproduce the subject of these Conditions or to make it available to the public.

3. 3. 1.

FSE will enable a maximum number of 20 IP addresses for the same customer (no IP limit for the E-journal Collections subscribers). More than 20 IP addresses can be bought as special service from FSE; the IP address of a proxy server is considered as more than 20 different IP addresses.

3. 4.

Approved users of Customers are allowed access to the subject of these Conditions for their private use or for purposes of research, to view it and search it and to make individual print-outs or electronic copies of individual articles or chapters which do not constitute more than a small proportion of a journal or a book.

3. 5.

The Customers may generate temporary local copies of the subjects of these Conditions which are produced for a limited time as an integral and substantive part of a technological process (caching), the sole purpose of which is to allow approved users of Customers use in accordance with these Conditions.

3. 6.

The Customers and their approved users may use appropriate parts of the subjects of these Conditions to produce printed teaching materials for use by the approved users within the Customers institutions; but, for the same purpose, these materials are not permitted to be digitally copied. Explicitly, a fax is a printed copy; an email, an attachment, a file usable from Web, is a digital copy.

3. 7.

FSE reserves the right to withdraw from the site - notifying customers of what happened - individual products or parts of the subjects of these Conditions if those materials could offend the rights of third parties or are illegal in any other way – for example are defamatory or obscene.

3. 8.

Authors' names, copyright notices, references to registered marks (esp. brands and company names), logos, other references serving identification or relevant for copyright purposes, together with liability exclusions, legal reservations etc. may not be removed, altered or suppressed.

3. 9.

The Customers must in writing or on-line inform in due form their approved users of these Conditions and oblige the approved users to observe them. FSE will make all appropriate efforts to ensure that only Customers or approved users are granted access to the subjects of these Conditions, and that the approved users are appropriately informed of the importance of observing the copyright and other rights attached to the subjects of these Conditions.

4. Availability, Maintenance, Technical Requirements, Security Measures

4. 1.

FSE grants the Customers access to the subjects of these Conditions via the Internet for the agreed duration (for subscription - in case of cancellation - forever; for occasional purchase, until 15 days after the purchase). FSE will make appropriate efforts to ensure that its servers maintain sufficient capacity and bandwidth to guarantee availability - with a minimum inconvenience for routine maintenance - and the fastest download available for the materials bought.

4. 2.

The Customers bear sole responsibility for their connection to the Internet and the maintenance of such connection; the Customers have to provide adequate state-of-the-art protection from viruses and unauthorised access for their deployed systems. On request, FSE will provide the Customers with details of the minimum standards required or desirable.

4. 3.

The Customers are obliged to provide truthful, up-to-date and complete details for placing an order or registering. They have to keep their user data up to date. In addition, the Customers are obliged to keep access data (username/password) secret. The Customers are liable for any misuse of their access data for which they are responsible. Provided no blame is attached to FSE, FSE is not liable for any damage caused to the Customers by misuse or loss of their access data (especially IP address or user name/password). In the event of loss of the access data or if there are grounds to suspect that third parties have made unauthorised use of these data - like make them public -, the Customers are obliged to report this to FSE without delay.

4. 5.

If FSE receives knowledge of illicit use or misuse of the Customers access data, or if there are objective grounds for fearing such an illicit use or misuse, FSE will inform the Customers without delay and set a time-limit for cessation. On expiry of the time-limit, FSE is entitled to block access (for the Customers as a whole or for individual IP addresses) until the suspicion of illicit use or misuse has been removed.

5. Payment, Price Adjustment

5. 1.

The rights of use and access are granted on condition that payments due are met.

5. 2.

FSE is entitled to adjust the prices with future effect for the contents on the site, notifying to the Customers in writing or by e-mail. Adjusting prices has no effect on the commercial agreement yet fixed, like subscription in progress.

6. Disruption of Service, Guarantee

6. 1.

Disruptions to the availability of the service do not entitle the Customers to terminate the agreement or claim compensation for damage or expense caused thereby if the disruptions are of a short temporary nature. Only if the disruptions exceed a tolerable extent to a considerable degree, FSE will offer to Customers other ways to meet the agreements yet fixed.

6. 2.

The Customers are obliged to report any substantive or legal defects to FSE in writing without delay, to give an exact description of any such defect and to provide all information and documentation required to remedy the defect. In the event of such defects, the Customers must first grant FSE an

appropriate time-period for fulfilling their obligations. The Customers are not entitled to require that unsubstantial substantive or legal defects be remedied.

7. Liability

7. 1.

Despite due care being exercised in collecting, processing, checking and correcting contents, errors cannot be excluded. FSE therefore assumes no guarantee or liability for the substantive accuracy or completeness of the contents published on the site and for damage incurred by the Customers or the authorised users as a direct or indirect result of using the contents (in whole or in part).

7. 2.

FSE is not responsible for technical problems (e.g. line disruptions, power cuts and other problems in the Internet and telecommunications infrastructures) or for other circumstances beyond FSE's control.

7. 3.

FSE is not responsible for contents in sites not of its property, described or linked through informations found in materials bought by the Customers in the site.

7. 4.

All materials available on FSE site, subject to these Conditions of use, have full authorizations from their rights owners. Alternatively, they are free inasmuch they are materials of public domain. Even if it's unintentionally placed in the site material property of others than FSE, or material which rights are not property of FSE, or violating any law, please contact FSE, to provide by terms of law.

8. Duration of Access informations

8. 1.

Access data given from FSE (username/password) or send to FSE (IP addresses numbers) are valid since customers receive them or they give them to FSE, for the period of subscription agreed (subscription or occasional purchase).

8. 2.

Either party's right to terminate the agreement for important cause remains unaffected. Termination for important cause assumes that adequate time has been given in writing for the cause to be remedied without remedy having been effected within that time.

8. 3.

In case of lack of compliance by Customers, FSE will stop every service, or shorten the time left in the agreement (subscription or occasional purchase), or block IP access or password access to materials in the site, giving in writing explanations to the Customers.