

Islam & Science: Electronic Access License Agreement

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Whereas:

CIS holds information on its web server and makes it available for access by subscribers. The Subscriber wishes to access the information from the CIS web server.

1. Definitions:

“Authorised User” current faculty, staff and students (for academic organizations) or current employees (for companies or other institutions) officially affiliated with the Subscriber at the Subscriber’s Site.

Islam & Science (Online version): CIS periodical, published twice a year, in June and December, held in electronic form on computers attached to the internet.

Islam & Science (Print version): CIS periodical, published twice a year, in June and December, in print form.

“Site”: The Subscriber’s address plus all Subscriber’s locations within that same city or within a five (5) mile [eight (8) km] radius of the Subscriber’s address. Outlying field stations are also included in the Subscriber’s Site provided (i) they are wholly owned or run by the Subscriber and (ii) the number of Authorised Users at the field station is less than 10% of the number of Authorised Users at the Subscriber’s Site.

“Subscriber”: an individual, institution or company who subscribes to or has purchased *Islam & Science* at the full institutional price. The Subscriber may also be an Authorized User.

“Subscription”: The electronic version of *Islam & Science*, subscribed to or purchased at the full institutional price.

“Walk-in User”: The walk-in public using workstations located in public areas of library facilities at the Subscriber’s Site.

2. Payment:

Access to the Subscription will only be granted when payment for the Subscription has been received by CIS, either from the Subscriber or the Subscriber’s agent.

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Subject to the terms and conditions set forth in this Agreement CIS hereby grants to the Subscriber a non-exclusive and non-transferable right and license to use the Subscription.

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4.1.1: A Subscriber who chooses to access or to provide access to the Subscription by IP check shall ensure that the IP range supplied to the CIS allows access only to Authorized Users and Walk-in Users. The Subscriber shall only offer a proxy, or firewall, IP that will allow Authorized Users and Walk-in Users access to the Subscription. It is the responsibility of the Subscriber to verify that any IP address provided to CIS will only allow such access. Multiple site access falls outside the terms of this Agreement, although CIS can arrange a multiple site license on request.

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5.1: The Subscriber may make the Subscription available on a network or through remote access technology.

5.2: The Subscriber may make the Subscription available to Authorized Users and Walk-in Users only. This permitted access extends only to the Subscriber and to such Authorized Users and Walk-in Users individually and may not be transferred or extended to any others.

5.3: The Subscriber shall make reasonable efforts to make Authorized Users and Walk-in Users aware of this Agreement and the terms and conditions associated with use of the Subscription which are available from CIS web site.

5.4: The Subscriber shall make endeavors to ensure that storage, display, access and security measures conform to the terms and conditions in this Agreement.

6. Interlibrary Loan

The Subscriber may use the Subscription for the purpose of supporting interlibrary loan requests for non-commercial use by supplying at any one time a single copy of an article from the Subscription. The article may be sent by post, fax, or electronically. The recipient of an electronic version of an article from the Subscription may not forward it to anyone else.

7. Copyright and Ownership

7.1: The Subscription is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and publisher. Copyright notices in the Subscription may not be removed, obscured, or modified in any way. The relevant copyright notice must be displayed on all copies of information made from the Subscription.

7.2: The Subscriber acquires no ownership rights in the Subscription and all such rights remain with the copyright owner.

7.3: Unless otherwise terminated through mutual agreement, this Agreement will be effective for the period for which the Subscriber has paid the subscription fee.

8. Warranties and Liabilities:

8.1: CIS uses reasonable endeavors to ensure that the Subscription is accurate, error free and up-to-date but CIS accepts no liability for omissions or errors therein or their consequences. CIS shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by errors or omissions in the Subscription provided that nothing in this Agreement shall prevent CIS being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.

8.2: CIS uses reasonable endeavors to ensure that the Subscription is fault-free and uncorrupted but CIS accepts no liability for faults or corruption of the Subscription or their consequences, including but not limited to any defects caused by the transmission and processing of the Subscription by the Subscriber. CIS shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by faults, corruption of the Subscription or transmission and processing of the Subscription by the Subscriber provided that nothing in this Agreement shall prevent CIS being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.

9. Termination:

In the event of a breach of any of its obligations under this Agreement, the Subscriber shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from CIS. Within the period of such notice the Subscriber shall make every reasonable effort and

document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Subscriber fails to remedy such a breach within thirty (30) days, CIS may terminate this Agreement upon written notice to the Subscriber.

10. Entire Contract:

This Agreement constitutes the entire contract between the parties.

11. Alteration of Agreement:

The terms and conditions contained in this Agreement are subject to change at the discretion of CIS following thirty (30) days written notice to the Subscriber. Continued use of the Subscription by the Subscriber after notification of such changes shall be deemed to be acceptance of the changes by the Subscriber.

12. Assignment:

This Agreement may not be transferred or assigned to a third party by the Subscriber.

13. Severability:

Any provision in this Agreement prohibited unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement.

14. Force Majeure:

Neither party shall be responsible for any failure or delay in the performance of their obligations under this Agreement because of circumstances beyond their reasonable control.

15. Governing Law:

The terms set out in this document shall be governed by and construed in accordance with the laws of Canada.