

ARTSTOR DIGITAL LIBRARY TERMS AND CONDITIONS OF USE

By accessing and/or using the ARTstor Digital Library, you accept and agree to abide by the following Terms and Conditions of Use:

1. **Limited License.** The ARTstor Digital Library consists of an electronic database containing Content (as defined herein) and software and other electronic tools that are designed to permit you to access, use, reproduce, publicly display and perform, and distribute such Content ("Access Software") for the limited purposes herein. Content includes all images, cataloging and other texts, graphics, and all other materials incorporated into the ARTstor Digital Library, including content selected by ARTstor and Local Content (as defined herein). ARTstor hereby grants you a limited, nonexclusive license to access and use the ARTstor Digital Library, and to use, display, make performances with, distribute, and reproduce the Content, solely in accordance with these Terms and Conditions of Use (the "License"). You may not sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment, or transfer is void.
2. **Noncommercial Uses Only.** THE ARTSTOR DIGITAL LIBRARY AND ITS CONTENT MAY ONLY BE USED BY AUTHORIZED USERS (AS DEFINED BELOW) FOR THOSE NONCOMMERCIAL SCHOLARLY AND EDUCATIONAL USES SET FORTH HEREIN. COMMERCIAL USE (INCLUDING DISPLAYS, PERFORMANCES, REPRODUCTIONS AND DISTRIBUTIONS) OF THE ARTSTOR DIGITAL LIBRARY AND ITS CONTENT ARE STRICTLY PROHIBITED.
3. **Only Authorized Users May Access the ARTstor Electronic Database.** You may not sublicense or authorize access to the ARTstor electronic database (by sharing passwords or by other means) to anyone who is not an Authorized User. "Authorized Users" are persons designated by your institution who have agreed to access and use the ARTstor Digital Library in accordance with the Terms and Conditions of Use. Your institution may provide access to only the following categories of individuals: those individuals who have a current official or unofficial affiliation with your institution, or individuals who do not have a current official or unofficial affiliation, but who are using that institution's library or other facilities (referred to as "Walk-In Users"). For more information on Authorized Users, contact your institution.
4. **Restricted Access to, and Distribution of, Content.** You may not distribute, make available, and/or attempt to make available, any of the Content in the ARTstor Digital Library (whether alone or incorporated into other materials) to persons and/or entities other than: (a) your institution and/or other Authorized Users at your institution, (b) the audience members at a scholarly or educational presentation, lecture, seminar, or similar activity conducted by you (via displays and print hand outs only), or (c) limited numbers of scholars, researchers, or curators when you are making available a work that incorporates Content for purposes of collaboration, comment, or similar educational or scholarly use, if such use conforms to the customary and usual practice in the field. Content may not be incorporated into an unrestricted database or website, or made available to others (electronically or otherwise) except as permitted herein, whether that Content is alone or incorporated into other materials.
5. **Permitted Uses.** You may access, use, display, make performances with, reproduce and distribute the Content in the ARTstor Digital Library, provided you abide by the access and distribution restrictions in section 4, for the following Permitted Uses only: (a) classroom instruction and related classroom activities; (b) student assignments and research; (c) research activities of faculty, scholars, and curators; (d) public display or public performance as part of a noncommercial scholarly or educational presentation, such as in an educational, cultural, or scholarly seminar, class, lecture, conference, exhibit, or workshop, or a similar noncommercial professional activity, if such use conforms to the customary and usual practice in the field; (e) use in a student, faculty, or curatorial portfolio, including non-public display thereof, if such use conforms to the customary and usual practice in the field; (f) use in research or a dissertation, including reproductions of the dissertation, provided such reproductions are only for personal use, library deposit, and/or use solely within

the institution(s) with which you and/or your faculty or curatorial readers are affiliated (collectively “Permitted Uses”).

6. Prohibited Uses. You may not: (a) use the ARTstor Digital Library, or use, display or make performances with, reproduce, or distribute Content from the ARTstor Digital Library, for any commercial purpose whatsoever, including but not limited to fee-for-service use of the ARTstor Digital Library, or make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use; (b) distribute and/or make available Content in the ARTstor Digital Library to persons other than as expressly permitted herein; (c) provide and/or authorize access to the ARTstor electronic database, such as through the sharing of passwords, to persons or entities other than Authorized Users; (d) download or print, or attempt to download or print, substantial portions of the ARTstor Digital Library; (e) incorporate Content into print or electronic materials that are for purchase or are disseminated for commercial purposes (such as by a scholarly or commercial press); (f) use (including reproduce, distribute, display or make performances of) the ARTstor Digital Library in any way that is not authorized under this Agreement and that infringes another’s Intellectual Property Rights therein; (g) make any adaptation or modification of, or any derivative work from, Content; or (h) attempt to override, circumvent, or disable any encryption features or software protections employed in the ARTstor Digital Library.
7. Printing and Exporting Restrictions.

Printing: Content from the ARTstor Digital Library may be printed only for those Permitted Uses set forth in paragraph 5, and you may print only an amount of Content reasonably necessary for such purposes. You may print such Content by using only the print function in the ARTstor Digital Library, which limits the resolution of such printed Content, and which automatically displays a statement at the bottom of each page indicating that the Content is licensed for noncommercial educational and scholarly uses only (“Noncommercial Use Statement”). You may provide print copies of Content in the ARTstor Digital Library only to your institution and to Authorized Users and to audience members at a scholarly or educational presentation, lecture, seminar, or similar activity. Additionally, you may also make printed Content available to limited numbers of scholars, researchers, or curators when you are making available a work that incorporates Content for purposes of collaboration, comment, or similar educational or scholarly use, if such use conforms to the customary and usual practice in the field.

Downloading: You may download Content for only those Permitted Uses specified in paragraph 5, and you may download only that amount of Content reasonably necessary for Permitted Uses. Downloading must be performed through the download functions in the ARTstor Digital Library, which limits the resolution of such downloaded Content. Except as set forth in these Terms and Conditions of Use, you shall not download, export, or otherwise remove Content from the restricted ARTstor Digital Library in any format or medium for any purpose. Content downloaded from the ARTstor Digital Library must be access restricted in accordance with section 4 herein. You may only provide Content downloaded from the ARTstor Digital Library to your institution and Authorized Users. Additionally, you may make downloaded Content available in access restricted form to limited numbers of scholars, researchers, or curators when you are making available a work that incorporates Content for purposes of collaboration, comment, or similar educational or scholarly use, if such use conforms to the customary and usual practice in the field.

Should access to the ARTstor electronic database terminate or expire, or should you cease being employed at an institution that is subscribing to ARTstor and become employed at one that is not, you may retain only those print or electronic copies of Content appearing in lesson plans or in other pedagogical, educational, or scholarly materials for personal, noncommercial uses that are consistent with fair use and other exceptions to intellectual property rights laws, provided that such uses comply with the Terms and Conditions of Use, which shall survive the termination of access to the ARTstor electronic database. You may also continue to access your registered user account (if you set up such an account) in the ARTstor Digital Library for a period of 120 calendar days from such termination or expiration, subject to these Terms and Conditions of Use.

Your institution has agreed to take steps to notify you in the event that your access to the ARTstor electronic database terminates or expires.

8. **Local Content.** Local Content consists of digital images, cataloging information and texts, and other materials that you, your institution, or another Authorized User selects from a source other than the ARTstor Digital Library, and that is accessed along with ARTstor Content, through the Access Software (“Local Content Services”). When using the Local Content Services, you agree to access, display, make performances of, reproduce, distribute and use Local Content only in accordance with these Terms and Conditions of Use. ARTstor does not select such Local Content and under no circumstances shall ARTstor be liable in any way for any such Local Content, including but not limited to, for any errors or omissions in any Local Content; for any loss, damage, claim, or liability of any kind incurred in connection with such Local Content, including the access, use, display, performance, reproduction, or distribution of such Local Content, or for any loss, claim, damage, or liability should such Local Content violate or infringe any third party rights (including without limitation any patent, trademark, trade secret, copyright or other proprietary rights) or any international, federal, state, or local law, statute, or regulation.

You hereby represent and warrant that you will not, and will not authorize others to, access or use the Local Content Services to: (a) upload, post, use, display, make performances of, or otherwise make available, distribute, or reproduce any Local Content that violates or infringes any third party right (including without limitation any intellectual property or contractual rights) or that violates any international or domestic, federal, state or local law, statute or regulation; (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Local Content transmitted through the Local Content Services; (c) upload, post, use, display, make performances of, or otherwise make available, distribute, or reproduce any Local Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) circumvent, disable, or override any encryption features or other protections in the Access Software; and/or (e) intentionally interfere with or disrupt the Local Content Services or servers or networks connected to the Local Content Service.

ARTstor is relying on the online service provider protections under the Digital Millennium Copyright Act at 17 U.S.C. § 512 (the “DMCA”) in providing the Local Content Services, and is required under the DMCA to expeditiously remove from its servers or disable access to Local Content where ARTstor learns or becomes aware that such Local Content infringes the copyright of a third party and to terminate a user’s access to the ARTstor Digital Library and/or the Local Content Services when that individual or institution repeatedly infringes another’s copyright. ARTstor shall in no way be held liable for terminating your access to such Local Content or to the ARTstor Digital Library. Should you believe that Content (whether Local Content or Content selected by ARTstor in the ARTstor Digital Library) violates your copyright, please send a written notice to ARTstor, directed to the Office of the General Counsel and Secretary, ARTstor Inc., 140 East 62nd Street, New York, NY 10021. Notices must comply with the DMCA. For more information about what should be included in such notices, please see the copyright statement on ARTstor’s website.

9. **Shared Content and Shared Forums.** ARTstor may make available through the ARTstor Digital Library or the ARTstor website certain Shared Forums, such as blogs, wikis, or other shared spaces that are accessible to all ARTstor Digital Library participants or that are openly accessible without access limitations via the Internet, and that users can post content to or share with others, as a service to encourage the exchange of information or ideas. Any materials or content of any kind posted to or shared through such Shared Forums are defined as “Shared Content.” Notwithstanding the foregoing, Shared Content expressly excludes content from the ARTstor Digital Library, as well as your institution’s Local Content, unless an authorized administrator from your institution has shared your institution’s Local Content via those Shared Forums.

You represent and warrant that all Shared Content that you post to or share via Shared Forums shall not infringe or violate any third party right of any kind. ARTstor shall not in any way be liable, and You agree to hold ARTstor harmless, for such Shared Forums, Shared Content, and for any use of Shared Content, including without limitation the distribution, display, performance, reproduction, adaptation or modification of Shared Content, or the removal of such Shared Content from Shared Forums. ARTstor does not control, takes no responsibility for, makes no representations or warranties about, and does not endorse, any Shared Content, or any third-party sites or materials accessible through links in such Shared Forums, or through the ARTstor Digital Library or the ARTstor website. Should you post Shared Content to such Shared Forums, you automatically grant a perpetual, worldwide, nonexclusive, free-of-charge license to all individuals and institutions accessing that Shared Content to reproduce, distribute, make public performances of, publicly display, and make adaptations or modifications of such Shared Content for the purposes for which such Shared Content was originally posted, and all related uses. ARTstor reserves the right to remove Shared Content should such Shared Content violate these Terms and Conditions of Use or to facilitate the administration of Shared Forums, and to discontinue any Shared Forum and remove Shared Content made available through that Shared Forum at any time.

10. Copyright Notices. You agree not to modify, obscure, or remove any copyright notice or other attribution included in the ARTstor Digital Library, and not to authorize others to do so.
11. Use of Software. You have no rights to the Access Software and its related documentation, other than the limited license granted herein. You may not copy, distribute, modify, decompile, reverse engineer, circumvent, override or disable encryptions or other protections in, or create derivative works from the Access Software. You may not access the ARTstor Digital Library except through the Access Software.
12. Trademarks. ARTSTOR and the ARTSTOR logo are trademarks of ARTstor. Your use of the ARTstor Digital Library implies no right in these trademarks.
13. Links. The ARTstor Digital Library may be accessible from links within related or unrelated websites and resources. ARTstor shall not be liable for any loss, injury, claim, liability, or damages of any kind arising out of or in connection with such links. ARTstor may provide links to other websites for the benefit or convenience of its users. ARTstor makes no representation or warranty of any kind, express or implied, with respect to such websites, and the linking to such websites shall not constitute any kind of endorsement of such sites. You should direct any concerns regarding any outside link to its site administrator.
14. Maintaining Security of ARTstor Digital Library. 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 you of the ARTstor Digital Library, and you hereby agree not to provide access to the ARTstor Digital Library to anyone else (other than as expressly instructed by your institution). You may not set up a proxy or anonymous remailer for purposes of allowing access to the ARTstor Digital Library.
15. Suspected Violations of these Terms and Conditions or Unauthorized Uses. You shall promptly notify ARTstor and the institution with which you are affiliated, or whose facilities you are using, of any known or suspected unauthorized use(s) of your account or the ARTstor Digital Library, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of your username, password, and/or IP address. Any use of the ARTstor Digital Library beyond the scope or in violation of these Terms and Conditions of Use, knowing use of any password or username of another, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of your account, or termination of access to the ARTstor Digital Library from your IP address, without notice and at ARTstor's sole discretion. The foregoing includes but is not limited to activity by you that may burden ARTstor's server(s) such as computer programs that automatically download or export Content, commonly known as web robots, spiders, crawlers, wanderers or accelerators.

16. Breach of these Terms and Conditions. You agree that ARTstor shall in no way be liable for any loss, injury, claim, liability, damages, costs, or attorneys fees for the violation by you of these Terms and Conditions of Use, or any use of the ARTstor Digital Library that exceeds the Terms and Conditions of Use.
17. Defense of Claims. In the event that any claim or threatened claim is asserted against you in connection with your use of the ARTstor Digital Library, you agree to immediately notify ARTstor and to reasonably cooperate in the defense of such a claim or threatened claim as required by ARTstor. ARTstor reserves the right (but not the obligation), at its own expense, to assume the exclusive defense and control of any such matter, subject to indemnification by you if it is the result of your unauthorized use or breach of the Terms and Conditions of Use.
18. Disclaimers. ARTstor will not be held liable for any delays, inaccuracies, errors or omissions in the ARTstor Digital Library or Content, in the transmission or delivery of all or any part thereof, or for any damages arising from any of the foregoing. ARTstor does not represent or endorse the accuracy or reliability of any Content. **THE ARTSTOR DIGITAL LIBRARY AND THE ACCESS SOFTWARE ARE PROVIDED ON AN “AS IS” BASIS, AND ARTSTOR AND ANY AND ALL THIRD PARTY CONTENT AND SOFTWARE PROVIDERS AND/OR LICENSORS (“CONTENT PROVIDERS”) DISCLAIM TO THE FULLEST EXTENT OF THE LAW ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO THE ARTSTOR DIGITAL LIBRARY, CONTENT, THE ACCESS SOFTWARE, OR ANY PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ARTSTOR AND ALL CONTENT PROVIDERS MAKE NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM, EXCEPT THAT ARTSTOR WILL EXERCISE A REASONABLE LEVEL OF CARE TO PREVENT SUCH OCCURRENCES. ARTSTOR AND ALL CONTENT PROVIDERS FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTIES WITH RESPECT TO ANY ERRORS OR OMISSIONS IN THE CONTENT, LIABILITY UNDER LIBEL LAWS, INFRINGEMENT OF RIGHTS OF PUBLICITY AND PRIVACY, MORAL RIGHTS, AND/OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION, AND FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTY WITH RESPECT TO ANY CLAIMS AND/OR THREATENED CLAIMS (INCLUDING INTELLECTUAL PROPERTY RIGHTS CLAIMS AND/OR THREATENED CLAIMS) RELATING TO: LINKS BETWEEN ARTSTOR AND OTHER SITES AND/OR THE CONTENT ON SUCH LINKED SITES; LOCAL CONTENT SERVICES AND LOCAL CONTENT; USES, DISPLAYS, PERFORMANCES, REPRODUCTIONS, AND DISTRIBUTIONS MADE OUTSIDE OF THE UNITED STATES OF AMERICA OF THE ARTSTOR DIGITAL LIBRARY AND/OR ITS CONTENT; ADAPTATIONS AND/OR MODIFICATIONS OF CONTENT; ANY AND ALL USES, REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS THAT EXCEED THE PERMITTED USES (WHETHER PERMITTED BY LAW OR OTHERWISE); AND/OR ANY USE(S), REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS MADE OF CONTENT (PRINTED OR EXPORTED) AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**
19. Withdrawing Content from the ARTstor Digital Library. In addition to the provisions in section 8 herein, ARTstor may withdraw Content from the ARTstor Digital Library for good cause shown. ARTstor would endeavor, to the extent practicable, to minimize any inconvenience to Authorized Users caused by such withdrawal by, for example, seeking to withdraw Content only at the conclusion of an academic semester (except as set forth in paragraph 8 herein). However, should ARTstor be unable to avoid such inconvenience,

you shall in no way hold ARTstor liable for the withdrawal of such Content from the ARTstor Digital Library.

20. Privacy Policy. Your use of the ARTstor Digital Library indicates your acceptance of ARTstor's Privacy Policy, as it may be amended from time to time.
21. Fair Use, Educational, and Other Exceptions to Copyright Laws. Nothing in this Agreement should be construed or interpreted to limit those uses of Content printed or exported from the ARTstor Digital Library that are permitted under the fair use, educational exceptions, or other provisions to the copyright laws or other intellectual property right laws in the US or in other countries, but you make such uses at your own risk. Nothing in these Terms and Conditions of Use should be construed as ARTstor authorizing you to incorporate Content into electronic or print materials that are for purchase or are disseminated for commercial purposes (such as by a scholarly or commercial press), to make any commercial use of the ARTstor Digital Library or Content therein, or to make any use, display, performance, reproduction, or distribution of the ARTstor Digital Library or Content therein not expressly authorized in these Terms and Conditions of use. Copyright is not claimed by ARTstor as to any work of the United States government, or to any work that is in the public domain. You expressly acknowledge and agree that ARTstor shall not be liable in any way for all uses that you make of the Content that exceeds these Terms and Conditions of Use, whether or not you are relying on fair use and/or other provisions of the US copyright or other intellectual property rights laws.
22. General.
 - (a) These Terms and Conditions of Use shall be interpreted and construed according to, and governed by, the federal and state laws of the United States of America, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction, and venue shall lie exclusively in the federal and state courts of the United States of America, excluding any such laws to the contrary. You consent to the personal jurisdiction of such courts over you, and waive and agree not to assert any objection to proceedings in such courts. You expressly agree to waive all rights, if any, arising under the United Nations Convention on Contracts for the International Sale of Goods. You agree to waive all rights of application or appeal, if any, to non-U.S. courts in connection with any question of law arising in the course of any dispute herein, or with respect to any award made.
 - (b) If any provision or provisions of this License shall 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 shall not be in any way affected or impaired thereby. A waiver of any breach of this Agreement shall not be deemed a waiver of other breaches of the Agreement.
 - (c) These Terms and Conditions of Use set forth the entire Agreement between us.
 - (d) This Agreement has been executed for the sole benefit of the Parties to this Agreement and is not intended for the benefit of any third party, and the Parties expressly disclaim the creation of any third party beneficiary rights under this Agreement.
23. Terms and Conditions Subject to Change. ARTstor may change these Terms and Conditions, or any aspect of the ARTstor Digital Library, at any time. Your use of the ARTstor Digital Library constitutes your agreement to the modified Terms and Conditions of Use and all changes thereto. The most updated Terms and Conditions of Use will be posted on the ARTstor website.