These terms and conditions (“Terms and Conditions”) are a legal agreement between the person or entity who is licensing to use the services (“you”, “your,” “Licensee”) and SAGE Publications Ltd (“SAGE”, “Licensor”, or “we”).

These Terms and Conditions govern our respective rights and obligations with respect to your access and use as well as the support of the service (the “Service”) and the associated electronic documentation (collectively, the “Materials”).

## 1. License Grant

Subject to the provisions of these Terms and Conditions and Licensee’s payment of the Fees in accordance with Section 3, below, Licensor grants to Licensee a non-exclusive, non-transferable, limited right to remotely access and use the Service for its own business purposes only (“License”). The License includes the right of access and use of the Service under these Terms and Conditions for authorized users who are registered with the Licensee who are also bound by these Terms and Conditions (“Users”). It is solely the Licensee’s responsibility to ensure that Users comply with the provisions of these Terms and Conditions that relate to the access and use of the Service by the Users. Upon Licensor’s request, Licensee shall promptly at its own cost enforce those provisions against Users who violate them. The License explicitly excludes, without limitation, (i) the right to (sub)license or grant persons or entities other than Users the right to access and use the Services, and (ii) the right for the Licensee to access and use the Services outside its own legitimate business purposes.

## 2. Revisions

Licensor may change, revise, modify or delete (either permanently or temporarily) a part of the functionality or scope of the Service at its own discretion at any time at its sole discretion (an “Update”). Following such Update, the definition of the term “Service” shall be automatically amended without any further action on the part of any of the parties to include such Update. Licensor may also delete or discontinue (either permanently or temporarily) the Services at its sole discretion at any time after 30 days’ notice (if such notice is possible), without being liable for any claims, actions, costs or damages. Licensor shall however in that case reimburse the pro-rata portion of those Fees (as hereinafter defined) paid by Licensee in advance, for the remaining period during which Fees have been paid but for which the Services are discontinued.

## 3. Fees, Payments, and Taxes

Unless agreed otherwise in writing, the yearly fees for access and use of the Service under the License (“Fees”) will be billed at the start of the License period and in subsequent 12-month intervals in 2 installations for 2-year Licenses and 3 installations for 3-year Licenses. The Fees must be paid by Licensee without set-off or deduction within the invoice term and if no term is mentioned on the invoice, within thirty (30) days from the invoice date. If Licensee does not timely pay an invoice, Licensee is immediately in payment default, in which case Licensor is, without limiting any remedies that it may have hereunder or at law, entitled to suspend the provision of the Services, and/or its other obligations and may elect to terminate the License. From the date of payment default, all other amounts due from the Licensee become immediately due and payable to Licensor. Licensee is responsible for all sales, excise, VAT and all other taxes associated with Licensee’s use of the Service other than taxes on Licensor’s net income. Licensor may increase the Fees at any time and from time to time upon thirty (30) days prior notice. Any such increase will go into effect at the next renewal of the current subscription.

## 4. Location of Service and Access, Account

a) **Location of Service** **and Access**

The Service will be hosted on one or more servers either owned or used by Licensor located in Germany and Ireland and will be accessible by Licensee and the Users over the Internet.

b) **Licensee Account**

In order to access the Service, Licensee will be required to register an account with Licensor (an “Account”) and will be provided with a unique username and password for each such Account (“Account Access Information”). The Account Access Information is strictly personal, for use by Licensee only. Licensee is responsible for the confidentiality of the Account Access Information and Licensee hereby agrees to only disclose the Account Access Information to verified and authorized Users and others with a legitimate need to know the Account Access Information

c) **Access by Users**

In order to access the Service, Users will be required to enter the access information, such as username and password, which are registered with the Licensee (“User Access Information”). It is solely the Licensee’s responsibility to ensure that Users use the correct User Access Information and that Users keep this confidential and strictly personal at all times. In the event of a breach of this responsibility, Licensee will act with reasonable diligence to correct any such breach and will keep Licensor reasonably updated on all such efforts.

d) **Monitoring**

Licensor has the right but not the obligation to monitor access to the Service and, without limiting any remedies that it may have hereunder or at law, may deny access to any Licensee or User who violates these Terms and Conditions without any liability whatsoever.

## 5. Certain Rights and Restrictions Regarding Access and Use of the Service

a) **Equipment and Service**

Licensee shall provide at its expense all hardware, Internet service and other items necessary for the access and use of the Service.

b) **No Copies**

The Service is protected by international intellectual property right laws, including, without limitation, copyright and trade secret laws and treaties. Except as otherwise provided in this Section, neither Licensee nor any User is permitted to make any copies of the Service or Materials.

c) **No Reverse Engineering and the like**

Neither User nor Licensee may or may cause or permit any of its employees or any third party to, modify, adapt, translate, reverse engineer, decompile, disassemble, translate or create derivative works based on the Service without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. If applicable statutory provisions grant Licensee a right to reverse engineer in order to bring about interoperability with other software applications, this is always subject to both (i) Licensee first asking Licensor in writing for Licensor’s written approval for the information required to bring about the intended interoperability and (ii) all applicable statutory conditions being fulfilled.

d) **No Rent, Lease or Transfer**

The Service is licensed for the Licensee’s benefit only. Licensee shall not sublicense (except as permitted under these Terms and Conditions to Users), transfer, lease, assign, rent, distribute, sell or otherwise dispose of the Service (including any of the Materials) on a temporary or permanent basis except with the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Prior to transferring the Service to an authorized transferee, the transferee shall agree in writing to be bound by all of these Terms and Conditions and such agreement shall be evidenced in writing to Licensor.

e) **Access Restrictions and Security**

Without limiting any other provision, term or condition in these Terms and Conditions, Licensor cannot be held liable for any loss, cost, claim, damages or other liability whatsoever that may arise from the unauthorized use of any Account Access Information or any User Access Information. If any of Licensee’s Account Access Information or any User Access Information is compromised, lost or stolen, it is Licensee’s responsibility to immediately notify Licensor thereof in writing so that the Account can be deactivated, and new Account Access Information can be provided by the Licensor. Although Licensor has taken measures to safeguard the security of information submitted in using the Service, Licensor cannot guarantee the security of information transmitted during use of the Service or stored by Licensor and, without limiting any other provision in these Terms and Conditions, will not be held liable to Licensee or any other person or entity in any way for any compromise of the security of such information.

f) **Manner of Use**

Licensee is solely responsible for all data and other type of content uploaded into the Service (“Licensee’s Content”) and all activity that occurs under Licensee’s Accounts. Neither Licensee nor User shall use the Service for any illegal or unauthorized purpose(s). Neither Licensee nor User shall, in the use of the Service, violate any applicable laws (including but not limited to copyright laws, and other applicable laws). Licensor may, but has no obligation to, remove Licensee Content and Accounts containing Licensee Content that Licensor determines in its sole discretion is/are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property, these Terms and Conditions, or applicable law (in addition to all rights of Licensor).

## 6. Ownership of Service and Intellectual Property Rights

Licensor does not sell the Service to Licensee, but only grants Licensee a license to use the Service according to these Terms and Conditions. Licensor and its licensors retain ownership in the Service and all intellectual property rights in the Service, including without limitation any and all patents, copyrights, trade secrets, trademarks and any other proprietary and other rights. Licensee agrees that Licensor may audit Licensee’s use of the Service for compliance with these Terms and Conditions at any time, upon reasonable notice, and Licensee shall provide reasonable cooperation to Licensor in any such event. All rights not specifically granted under these Terms and Conditions are reserved by Licensor and its licensors.

## 7. Intellectual Property Right on Content

Licensor claims no intellectual property rights in the Licensee Content.

## 8. Data

a) **Anonymous data collection**

Licensor collects anonymous data regarding the use of the Service in order to enable, evaluate and monitor the use of the Service, including the current website URL the User is visiting, previous websites the User has visited, articles the User has accessed, articles the User has tried to access, the time at which these attempts are made and the amount of time it took to look up an article. The Licensor may also collect information surrounding any technical issues encountered by the User.This data is shared with Licensee.

b) **No Personal Data**

Licensor does not collect any personal data of Users. The Service automatically checks the validity of the User Access Information by redirection to the Licensee’s proxy server; Licensor does not itself actually register any User Access Information.

c) **Data security**

All back-end data and service traffic are encrypted.

d) **Data ownership**

Licensee owns the data mentioned under subparagraph 8a). This ensures that Licensor won’t sell any such data to third parties. However, Licensee grants Licensor the right to use that data in order to monitor the usage of the Service, to improve it, and to innovate further and for any other legitimate purpose.

e) **Data Protection Regulation Compliance**

By signing this Agreement, you represent and warrant that you will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental entity which has jurisdiction over such circumstances including those concerning data protection, security and privacy including, without limitation, the European General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

## 9. Relationship of Parties

In performing any and/or all of our respective obligations under the License, Licensor and Licensee shall each operate as and have the status of being an independent contractor of the other party, and neither party shall act as or be an agent or employee of the other party.

## 10. Confidentiality

Licensee acknowledges and agrees that these Terms and Conditions and the Service contain proprietary information of Licensor (“Confidential Information”), and Licensee hereby agrees to maintain the confidentiality of the Confidential Information using at least as great of degree of care as it uses to maintain the confidentiality of its own most confidential information but in all cases, at a minimum, reasonable care. Notwithstanding the foregoing, if Licensee is required by a valid order by a court or other governmental body to disclose Confidential Information, Licensee may disclose such Confidential Information provided that Licensee first gives Licensor prompt written notice thereof in order to enable Licensor to have the opportunity to seek protection from such order of disclosure.

## 11. Representations

Licensee hereto represents and warrants to Licensor that it has the power and authority to enter into these Terms and Conditions and to agree to and be bound by these Terms and Conditions. Further, Licensee agrees that Licensee possesses the necessary skills and qualifications to competently use the Service in accordance with these Terms and Conditions.

## 12. Disclaimer of Warranties.

Except as expressly provided in these Terms and Conditions, the Service (including the Materials and any other written materials), and any support are all provided “as is” without warranty of any kind, express, implied or statutory, including but not limited to the implied warranties of merchantability and fitness for a particular purpose or use and any warranty of error free application or non-infringement. Without limiting the generality of the foregoing, Licensor does not warrant the use, results or performance of the Service or the Materials, that the Service will be uninterrupted, error-free or secure, or that the server(s) or other devices that make(s) the Service available, is free of viruses or other harmful components. In the event of a disruption of the Service, the Licensor will to the best of their ability meet the following response targets and case update frequency targets, according to the below designated severity levels.

**Severity Level**

|  |  |
| --- | --- |
| Severity Level | Description |
| 1 | A Failure that (a) renders the platform inoperable for use; (b) causes or is likely to cause damage to systems connected to the platform; or (c) materially disrupts business operations. Example-one or more end users are unable to access or use the platform. |
| 2 | A failure that creates a serious disruption to activities or is a material inconvenience to the platform users. Example-the end users are still able to access and use the platform, but not at efficiency levels or with complete and correct outputs that the application routinely delivers. |
| 3 | A failure to perform a task that is noncritical in either a production or a development environment and can continue working within the short term without material disruption or material inconvenience to users. |
| 4 | A Failure that is not Severity 1, Severity 2, or Severity 3. |

**Response Targets**

|  |  |
| --- | --- |
| **Severity Level** | **Response Target** |
| 1 | Within 8 business hours |
| 2 | Within 2 business day |
| 3 | Within 4 business days |
| 4 | Within 10 business day |

|  |  |
| --- | --- |
| **Severity Level** | **Case Update Frequency Target** |
| 1 | Under 4 hours |
| 2 | Under 24 hours |
| 3 | 2 Business days |
| 4 | 10 Business days |

**13.** **Limitation of Liability**

Neither Licensor nor any person or entity who has been involved in the creation, production, operation or support of the Service shall be liable (whether in contract, tort (including negligence), warranty, product liability or other cause of action) to licensee, user or any other person or entity for any direct, indirect, consequential or incidental damages (including but not limited to damages for loss of business revenue or profits, business interruption for any reason, loss of business information or data, injury to reputation, goodwill, use, licensee content, data, or other intangible losses or violation of any applicable privacy laws arising out of (i) the use, misuse, or inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of Licensee’s transmissions or data; (iv) statements or conduct of any third party on the Service; (v) termination of any of Licensee’s or Users’ accounts; or (vi) any other matter relating to the Service or use thereof, even if Licensee has been advised of the possibility of such damages. In no event shall Licensor’s entire liability exceed the total amount paid by Licensee to Licensor under these terms and conditions. In no event shall Licensor be liable for any damage unless it has been served a written notice of default, setting out the default in detail and allowing Licensor a reasonable remedy term of at least two weeks (and longer if reasonably necessary) to remedy the default and Licensor has not remedied the default within such term. The limitation on liability stated in this section shall not apply for any losses or liability arising on the part of the Licensor due to gross negligence, fraud and wilful misconduct. Nothing in this clause shall attempt to limit or exclude liability for death or personal injury.

## 14. Termination

a) **Term and termination**

The License shall become effective upon your payment of any Fees agreement to the provisions of these Terms and Conditions and shall remain effective until terminated in accordance with this Section or as otherwise indicated in these Terms and Conditions. Licensor may terminate the License after giving the Licensee notice and a 14 days grace period to comply if:

I. it becomes aware that Licensee unlawfully transmits through the Service copyrighted material without a license, valid defence or fair use privilege to do so;

II. Licensee causes or permits violation of Sections 4, 5 and/or 6 of these Terms and Conditions or any other material Terms and Conditions;

III. Licensee fails to comply with any provision of these Terms and Conditions, including, without limitation, the Fee payment obligations and the obligation to enforce the provisions of these Terms and Conditions against Users who do not comply with them.

The Licensee may terminate the License after giving the Licensee notice and a 14 days grace period in the event of a breach of access for a period of 14 days or in the event of the Licensor's failure to respond to a breach of access.

b) **No return of Fees**

On termination based under clause 15(a) Licensor shall not refund any Fees or portion of any Fees to Licensee.

c) **Effect of Termination**

After termination of the License for whatever reason: i) Licensee shall, as soon as possible, cease from using and return all Confidential Information to Licensor; (ii) except as otherwise specifically provided in these Terms and Conditions, the License and all others rights and licenses granted to Licensee (including for the avoidance of doubt the sub-licenses to Users) hereunder shall automatically cease without any further action, (iii) Licensor is entitled to block the access and use of the Service and the Account, (iv) all of Licensee’s uploaded Licensee Content residing on Licensor’s server(s) as of the date of termination shall be returned to the Licensee at its request, to be made within 8 (eight) weeks of termination; and (v) all amounts due become immediately payable.

d) **Survival Upon Termination**

Sections:

3 (‘Fees, Payments, and Taxes’),

5 (‘Certain Rights and Restrictions Regarding Use of the Service’),

6 (‘Ownership of Service and Intellectual Property Rights’),

7 (‘Intellectual Property Right on Content’),

8 sub d (‘Data Ownership’),

9 (‘Relationship of Parties’),

10 (‘Confidentiality’),

13 (‘Disclaimer of Warranties’)

14 (‘Limitation of Liability’)

15, sub b and c (‘Termination’)

16 (‘Notices’)

17 (‘Injunctive Relief’)

18 (‘Miscellaneous’)

and all other provisions of these Terms and Conditions intended to survive termination or expiration of the License will survive the termination or expiration of the License, as applicable to the extent the circumstances arise post agreement.

## 15. Notices

All notices required by these Terms and Conditions or given in connection with the License shall be deemed given as of the day they are emailed to you. The email address of record for notices and requests in connection with the License shall be deemed to be the email address provided by the Licensee at the time of Account creation. Licensor is not responsible for the deliverability or changes to the email address. Notification of any change to the Licensee’s email address is the sole responsibility of the Licensee.

## 16. Injunctive Relief

Licensee acknowledges that breach of Sections 4, 5 and/or 6 of these Terms and Conditions will give rise to irreparable injury to Licensor, and leave Licensor inadequately compensated in damages. Accordingly, Licensor may seek and obtain injunctive relief against Licensee’s breach or threatened breach, in addition to any other legal remedies, such as (but not limited to) suit for copyright infringement. Licensee further acknowledges and agrees that this provision is necessary for the protection of Licensor’s legitimate business interests and is reasonable in scope and nature. The above is provided that the Licensee did not cause, knowingly assist or condone the continuation of a breach of these Terms and Conditions to continue after becoming aware of an actual breach having occurred.

## 17. Miscellaneous

1. The Services supports the most recent versions of web browsers, specifically Chrome, Firefox, Safari and MS Edge. Any further specified browser support is stated in the agreement between Licensee and Licensor.

2. If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any remaining provisions shall not in any way be affected or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.

3. Licensor may update these Terms and Conditions from time to time. Licensor will inform the Licensee ultimately one month in advance of the start date of the amended Terms and Conditions. If the Licensee does not refuse the amended Terms and Conditions before the start date, these will apply from that day onwards. If the Licensee does refuse the amended Terms and Conditions, then Licensor may choose to continue the Services under the previous Terms and Conditions or discontinue the use of the Services and terminate the License. In case of termination, Licensor shall return those Fees paid in advance for the remaining period after the termination date.

4. The provisions of these Terms and Conditions shall be interpreted and construed in accordance with their fair meanings, and not strictly for or against any party, regardless of which party may have drafted these Terms and Conditions or any specific provision of these Terms and Conditions.

5. The waiver of any provision of these Terms and Conditions shall not be effective unless in writing and signed by the party against which it is sought to be enforced. The failure of any party to insist, in any one or more instances, upon performance of any of these Terms or Conditions shall not be construed as a waiver of future performance of any terms, covenants or conditions of these Terms and Conditions, and the obligations of each party with respect thereto shall continue in full force and effect.

6. These Terms and Conditions shall be binding upon the parties and their successors and permitted assigns. Licensee may not assign the License, or any portion thereof, to any third party without Licensor’s express prior written consent. Licensor may assign the License and all its rights and obligations hereunder to any affiliate of such party or to any successor to Licensor’s business.