

## Perma Terms Of Service

*Effective Date: September 23, 2013*

Use of the website <http://perma.cc/> (the “Site”) and the content and services provided through the Site is subject to the following terms and conditions. **By using the Site, you accept and agree to be legally bound by these Terms of Service, whether or not you register for an account. If you are using the Site on behalf of an organization, you are agreeing to these Terms of Service for that organization and promising that you have authority to bind that organization to these Terms of Service. In that case, “you” and “your” will refer to the organization on behalf of which you are using the Site.**

If any of these Terms of Service is unacceptable to you, do not use the Site.

The Site is operated by President and Fellows of Harvard College (“Harvard”) in support of its mission to educate and disseminate knowledge and information. As used in these Terms of Service, “we,” “us” and “our” refer to the Harvard Law School Library’s Perma.cc initiative and to Harvard more generally.

Perma.cc helps authors and journals create links for citations in legal and scholarly works. Through the Site, authors and journals can create links to and direct us to store archival copies of web pages cited in legal and scholarly works, for purposes of scholarship and research. Some users can “vest” those links and archival copies, allowing longer-term preservation. Visitors to the Site can access those links and archival copies under certain conditions. The services provided by us through or in connection with the Site are referred to collectively as the “Service.”

1. Changes to Terms of Service Are Binding; Other Policies
  - (a) We may change these Terms of Service from time to time without advance notice. Your use of the Site or Service after any changes have been made will constitute your agreement to the modified Terms of Service and all of the changes. Accordingly, you should read the Terms of Service from time to time for any changes. We will provide a link to the current Terms of Service on the Site, and will show the date on which the Terms of Service were last updated.
  - (b) In addition to reviewing this Agreement, you should read our Privacy Policy <http://perma.cc/privacy-policy/> and Copyright Policy <http://perma.cc/terms-of-service>. By using the Site or Service, you also accept those policies.

## 2. Use of Site and Service

- (a) You may use the Site and Service, including content stored at the direction of users, only for non-commercial scholarly and research purposes that do not infringe or violate anyone's copyright or other rights.
- (b) You agree to use the Site and the Service only in ways that comply with all applicable laws as well as these Terms of Service.

## 3. Account Creation, Maintenance, and Termination

- (a) In order to use certain portions of the Service, you will need to register with us and create an account. When registering for an account with us, you will be asked to provide personal information such as your name, email address, and institutional affiliation. You represent and warrant that all information provided in establishing an account, and at other points as required in the use of the Service, is current, accurate, and complete, and that you will maintain the accuracy and completeness of this information. If we previously terminated your account, you may not register for another account. You agree that we may contact you from time to time in reference to the Service.
- (b) As a registered account holder, you must maintain the confidentiality and security of your username(s) and password(s). You agree not to share, transfer, or authorize others to use your username and password or your account without our prior written approval. Any attempt to do so will be considered a violation of these Terms of Service.
- (c) You agree that you are solely responsible for all usage or activity on your account, including, but not limited to, use of the account by another person, with or without authorization. You agree to notify us immediately if you have reason to believe that your account is no longer secure.
- (d) We reserve the right to terminate or restrict access to your account and to delete or disable access to any links created and/or content stored in connection with the account, in our sole discretion, without advance notice, and shall have no liability for doing so. We will terminate your account in appropriate circumstances if you are determined to be a repeat infringer.

## 4. Links to Third-Party Sites

The Site and Service provide links to third-party websites ("Third Party Sites"). We do not control and have not reviewed all material made available through Third-Party Sites linked from the Site. We do not endorse, are not affiliated with, and are not responsible for the availability of Third-Party Sites. You agree that

use of Third Party Sites is at the your own risk and that we have no responsibility or liability, directly or indirectly, for any content accessed at or any damage or losses you incur in connection with any Third-Party Site. We encourage you to be aware of the terms and conditions and privacy policies of any Third-Party Sites that you visit.

## 5. User Submitted Content and Licensing

- (a) Some portions of the Service enable users to direct us to store content ("User Submitted Content") and make it available. With respect to any and all User Submitted Content that you may direct us to store, or that you may vest in connection with a publication in which it is cited, you represent and warrant as follows:
  - (i) that the User Submitted Content both (1) is freely available on the Internet to the general public without paying, registering with the website, or the like and (2) is cited in a legal or scholarly work;
  - (ii) that you lawfully acquired any User Submitted Content you provide us to upload;
  - (iii) that you have all rights necessary both to direct us to store the User Submitted Content and to grant any rights granted by you pursuant to these Terms of Service; and
  - (iv) that our storage, use, display and making available of the User Submitted Content in connection with the Service does not and will not infringe or violate the copyrights or other rights of any third party.
- (b) You are solely responsible for any User Submitted Content you submit or direct us to store, and for the consequences of its being stored and made available as part of the Service.
- (c) By submitting User Submitted Content, furnishing a link or otherwise directing us to store or vest User Submitted Content, you grant us, under any rights that you hold therein, a perpetual, irrevocable, worldwide, non-exclusive, fully paid-up, royalty-free, sublicensable, and transferable license to use, reproduce, create derivative works based upon, transmit, distribute, perform, display, and make available the User Submitted Content, in any medium now in existence or later developed, in connection with the Service or otherwise in furtherance of our mission, including but not limited to promotional uses, and to authorize others to do the foregoing.

- (d) We reserve the right, but are not obligated, to monitor use of the Service and to review, modify, take down or delete any User Submitted Content, in our sole discretion, without notice, at any time. You may not be able to modify, take down or delete links or User Submitted Content that you direct us to store.

## 6. Rules of Usage

Use of the Service is subject to the following restrictions and obligations:

- (a) You may not impersonate, imitate, or pretend to be someone else when using the Service.
- (b) You agree not to access links or content that you are not authorized to access.
- (c) You agree not to log into a server or account that you are not authorized to access.
- (d) You may not attempt to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without authorization.
- (e) You may not disrupt, overwhelm, attack, modify, reverse engineer, or interfere with the Service or associated software or hardware in any way. You agree not to attempt to gain unauthorized access to our servers by any means – including, without limitation, by using administrator passwords or by posing as an administrator while using the Service or otherwise.
- (f) You are solely responsible for installing any anti-virus software or related protections against viruses, Trojan horses worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation.
- (g) You must be 18 of age or older to use the Service, and fully competent to enter into and comply with these Terms of Use. If we learn that we have collected information from a child under the age of 13, we will delete that information promptly.

## 7. Intellectual Property

- (a) The Site and much of the text, images, and other content of the Site are protected by copyright, trademark and other laws. We or others own the copyright and other rights in the Site, the Site content and the Service. All

rights in the Site, the Site content and the Service that are not expressly granted are reserved.

- (b) You are granted no right or license to use any trademarks, service marks or logos displayed on the Site. Any use or registration of such marks – including but not limited to use in connection with any product or service in any way that is likely to cause confusion among customers or that disparages or discredits the mark owner – is prohibited.
- (c) We respect the intellectual property rights and other proprietary rights of others. If you believe that your copyright has been violated on the Site, please notify us as set forth in our Copyright Policy <http://perma.cc/terms-of-service>.

8. Indemnity

You agree to indemnify and hold harmless us, our affiliates, governing board members, officers, employees, agents and representatives, and any party with whom we may contract to provide the Service, from and against any claims, liabilities, losses, damages, costs and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of or in any way connected to your use of the Site or Service, including but not limited to any allegation or claim that, if true, reflects your violation of these Terms of Service or the infringement or violation by you (or occurring through use of your account) of any intellectual property or other right of any person or entity.

9. Termination of Service

We reserve the right at any time to modify, suspend or discontinue the Site or Service, in whole or in part, without notice, and shall have no liability for doing so.

10. Disclaimer of Warranties; Limitations of Liability and Remedies

- (a) WHILE WE ASPIRE TO PRESERVE LINKS AND ARCHIVAL COPIES OF CONTENT STORED AT THE DIRECTION OF USERS, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR UNDERTAKINGS AS TO PERMANENCE OR THE DURATION OF PRESERVATION. AS INDICATED ELSEWHERE IN THESE TERMS OF USE, WE RESERVE THE RIGHT TO DELETE OR DISABLE ACCESS TO USER SUBMITTED CONTENT, AND TO TERMINATE ALL OR PART OF THE SERVICE AT ANY TIME. YOU ACKNOWLEDGE THAT STORED LINKS MAY FAIL TO WORK.

- (b) THE SITE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING THE SITE, THE SERVICE OR ANY SITE CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUFFICIENCY, QUALITY OR SECURITY OF THE SITE, THE SERVICE OR ANY SITE CONTENT. WE DO NOT APPROVE OR ENDORSE ANY USER SUBMITTED CONTENT OR CONTENT PROVIDED BY OTHERS. WE DO NOT WARRANT THAT THE SITE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT THE SITE OR ITS SERVER IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIALS.
  
- (c) WE MAKE THE SITE AND THE SERVICE AVAILABLE FREE OF CHARGE. YOUR USE OF THE SITE, THE SERVICE AND THE SITE CONTENT IS AT YOUR OWN SOLE RISK. IN NO EVENT SHALL WE BE LIABLE TO YOU, IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE SITE, THE SERVICE OR ANY SITE CONTENT, OR YOUR USE THEREOF, OR THESE TERMS OF SERVICE, EVEN IF THE SITE, THE SERVICE OR ANY SITE CONTENT IS DEFECTIVE OR WE ARE NEGLIGENT OR OTHERWISE AT FAULT, AND REGARDLESS WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU, IN CONTRACT, TORT OR OTHERWISE, FOR AN AGGREGATE AMOUNT GREATER THAN FIFTY DOLLARS (\$50) IN CONNECTION WITH THE SITE, THE SERVICE OR ANY SITE CONTENT, OR YOUR USE THEREOF, OR THESE TERMS OF USE, EVEN IF THE SITE, THE SERVICE OR ANY SITE CONTENT IS DEFECTIVE OR WE ARE NEGLIGENT OR OTHERWISE AT FAULT. THE FOREGOING LIMITATIONS ARE EACH INTENDED TO BE INDEPENDENTLY ENFORCEABLE, REGARDLESS WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Governing Law and Jurisdiction; Access from Outside Massachusetts

The Site is controlled and operated from our facilities in and around Cambridge, Massachusetts. These Terms of Service, and any claim or dispute that arises from or relates to your use of the Site, the Service or any Site

content, will be governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its conflicts of laws principles that would require or permit the law of another jurisdiction to apply. You agree that all such claims and disputes will be heard and resolved exclusively in courts sitting in Middlesex or Suffolk County, Massachusetts. You consent to the personal jurisdiction of such courts over you for this purpose, and waive and agree not to assert any objection to such proceedings in such courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum). If you choose to access the Site or Service from locations other than Massachusetts, you will be responsible for compliance with all local laws of those other locations.

12. General; Entire Agreement

- (a) If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions.
- (b) Your rights under these Terms of Service are personal, non-exclusive and non-transferable.
- (c) Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms of Service.
- (d) Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- (e) Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.
- (f) These Terms of Use set forth the entire understanding and agreement between you and us with respect to the subject matter hereof, and supersede and replace any prior or contemporaneous understandings or agreements, whether written or oral, regarding the subject matter hereof.