**Terms and Conditions of Use**

Welcome to the JSTOR digital library and platform found at jstor.org (“JSTOR”). Your use of JSTOR is subject to the following Terms and Conditions, which should be read in their entirety.

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**1 Who can use JSTOR?**

We define our “Authorized Users” as:

a.People with access through an institution licensing JSTOR on their behalf, namely a college, university, secondary school, public library, museum, foundation, government agency, research center, corporate/for-profit organization or scholarly society (“Institutional Licensee”). This includes individuals i) permitted to be on the premises of an Institutional Licensee and access JSTOR while on site and ii) who may also access JSTOR remotely, specifically: •current students

•affiliated researchers and lecturers

•staff

•patrons of a public library which has licensed remote access

•members of a scholarly society

•individuals who have a degree from an Institutional Licensee that has licensed access for alumni)

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b.People who come to JSTOR directly for access. This includes individuals who: •register for a free individual account that enables access to a limited number of available read-only Content items for fixed periods of time (“Read Only Users”);

•pay to use our JPASS service to access certain JSTOR Collection Content for unlimited read-only access and a limited number of downloaded content items per month (“JPASS Users”);

•use our Data for Research platform (described in Section 4 below);

•purchase an individual item of Content from publishers via JSTOR; and/or

•access openly available content on JSTOR, including but not limited to Early Journal Content, the Open JSTOR Collection or relevant portions of the Community Collection (defined in Section 3 below). (“Open Content Users”).

**2 What’s in JSTOR?**

JSTOR offers many types of scholarly content and materials (collectively referred to as “Content”), including the following:

a.JSTOR Collection: Content in the “JSTOR Collection” is selected by JSTOR’s editors to be included in JSTOR digital library. Access to the JSTOR Collection typically is limited to Authorized Users who have a license to view this Content (either directly or through an Institutional Licensee), although from time to time portions of the JSTOR Collection may be made openly available by JSTOR. The portions of the JSTOR Collection that you have permission to access are referred to as “Licensed Content”.

The JSTOR Collection includes:

•“Books”, specifically, complete books and/or portions of such books, such as book chapters.

•“Journals Hosting Content”, specifically, journals that are not part of the JSTOR Collections Content but that are hosted by JSTOR on behalf of individual publishers.

•“JSTOR Archive Collections Content”, specifically, journal volumes and issues curated by JSTOR editors into Archive and Thematic Collections.

•“Primary Source Materials”, specifically, the Cultural Heritage Sites, Landscapes, and Struggles for Freedom in South Africa Collections, Global Plants plant specimens, and any other primary source materials curated by JSTOR.

b.Open JSTOR Collection: JSTOR’s editors may also choose to include certain Content in an open model where access is available to any Authorized Users who agree to these Terms and Conditions of Use.

The Open JSTOR Collection includes:

•“Early Journal Content”, specifically, journal content published prior to the last ninety-five years in the United States or prior to the last one hundred forty-three years if initially published internationally. For example, this means that in 2019, Early Journal Content will include content published prior to 1924 in the United States and prior to 1876 internationally.

•“Open Access Content”, specifically, books, journals, primary source materials, as well as grey literature, including but not limited to research reports, white papers, working papers, policy papers, government documents, and newsletters, which JSTOR’s contributing publishers have agreed to make openly available to all Authorized Users, possibly under the terms of an indicated Creative Commons license.

•“Reveal Digital Content”, specifically, periodicals, newspapers, and other historical materials for which rightsholders contributing content to Reveal Digital have agreed to make openly available to all Authorized Users and/or which is being made available in reliance on fair use and/or other provisions of the United States copyright or other laws.

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Artstor Content includes:

•“Artstor Collection”: Artstor Content which is made available to Authorized Users if the Authorized User’s Institutional Licensee has licensed access to such Content.

•“Open Artstor Collection”: Artstor Content which is made available on a free-of-charge basis, possibly under the terms of an indicated Creative Commons license.

d.Community Collection: JSTOR may allow Institutional Licensees or Authorized Users to select and add Content, such as images, videos, audio files, texts, cataloging information, graphics, and all other materials, to the JSTOR platform. JSTOR does not screen, select, or clear the rights to the Community Collection.

**3 What can I do with Content?**

JSTOR encourages Authorized Users to engage in research activities, including downloading or printing Content for non-commercial, scholarly purposes, as well as use the Content on its platform in the following ways (as long as you abide by the prohibited uses in Section 4 below and noting that Artstor Collection will be subject to the separate terms indicated above):

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•in student assignments, educational presentations or in research papers or dissertations, including reproductions of the dissertations (provided such reproductions do not include Books and are only for personal use, library deposit, and/or use solely within your Institutional Licensee);

•sharing of portions of Content with other individuals for the purposes of collaboration and discussion (for example, sending an individual Content item to a fellow scholar for the purpose of collaboration on a research project);

•if you are an author or other creator of a journal article, incorporating your article into other databases or websites as long as you have any needed prior permission from the publisher and/or other rights holders;

•linking, specifically, incorporating stable URLs JSTOR provides for each Content item into other online spaces to facilitate or direct access (for example, incorporating a link to an assigned Content item into an online syllabi);

•use JSTOR’s Data for Research service, which has a self-service site (https://www.jstor.org/dfr/), for certain types of text and data mining across selected Content from the JSTOR database. Data for Research also accepts requests to enter into more complex text and data mining research projects which JSTOR may grant in its discretion subject to additional terms of use.

•interlibrary loan (“ILL”), specifically, requests your library makes on your behalf to an Institutional Licensee for an item of JSTOR Collections Content, Journals Hosting Content, and/or Books (“Interlibrary Loan” or “ILL”). Institutional Licensees may fulfill such requests via secure means provided that such use is not at a volume that would substitute for a subscription to the journal or acquisition of access to a Book (for example, ILL of a Book shall be restricted to a single copy of a Book chapter); and

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•except for the purpose of collaboration or discussion or with respect to an author’s own articles as described in Section 4, provide and/or authorize access to the Content to persons or entities other than Authorized Users, including but not limited to by incorporating Content items into an unrestricted database or website;

•attempt to override, circumvent, or disable any encryption features or software protections employed by JSTOR or undertake any activity such as the use of computer programs that automatically download or export Content as those computer programs may interfere with, disrupt or otherwise burden the JSTOR server(s) or any third-party server(s) being used or accessed in connection with JSTOR;

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•make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use.

**5 How does JSTOR ensure ongoing access to Content?**

JSTOR provides for long-term preservation and access to scholarly materials and provides specific long-term access assurances for certain Content in its database.

•Archiving of JSTOR Archive Collections Content. JSTOR provides long term preservation of the JSTOR Archive Collections, supported by an endowment, redundant storage and multiple back-up files, and for those items of JSTOR Archive Collections Content that have print editions, establishing a dedicated repository at a participating institution to house and preserve the print copies under archival-quality conditions. For Licensed Content, access will be available as long as the applicable license is in effect and all applicable fees have been paid.

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c.Posted Material. With respect to individual Authorized Users, where you are able to submit material and/or post comments on JSTOR, you represent and warrant that you will not upload or otherwise publish through JSTOR any materials that: (a) violate copyright, other intellectual property or third party rights; (b) are libelous, defamatory, obscene, pornographic, hateful, abusive, or invasive of another’s privacy; or (c) contain a virus, spyware, or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You acknowledge and agree that JSTOR may edit, remove or modify any material or comments that you submit or post. In addition, JSTOR may reproduce, distribute, or otherwise use any material or comments you make publicly available via JSTOR.

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•JSTOR platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI WCAG 2.1 Level AA. Please note that (i) the Primary Source Materials include a large number of images, maps and other heavily visual forms of content, and in cases where the magnification feature of the image viewer does not suffice, JSTOR will only be able to provide access to metadata regarding images; (ii) the Reveal Digital Content, which contains scanned primary source materials that may be in partial conformance and (iii) Community Collection Content may be in partial conformance, as the accessibility of Community Collection Content depends on the third-party contributor, and is outside of JSTOR’s control. More information regarding JSTOR’s accessibility compliance, including available VPAT documents, may be accessed at https://about.jstor.org/accessibility/.

•the JSTOR platform meets ANSI/NISO z39.88-2004 OpenURL standards and is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

•it makes available to Institutional Licensees COUNTER-compliant usage statistics.

**8 What intellectual property rights apply?**

a.The JSTOR Platform and Content. The JSTOR platform and any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights (collectively, “Intellectual Property”) relating to the JSTOR platform are proprietary to JSTOR and all Intellectual Property related to the Content provided by JSTOR’s participating libraries, universities, publishers, scholarly societies, and other Content contributors are proprietary to them, subject to the rights of third parties.

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**10 How does JSTOR protect my personal information?**

Any personal information you may provide JSTOR will be used only in accordance with the terms of our JSTOR’s Privacy Policy, available https://www.ithaka.org/privacypolicy as it may be amended from time to time. JSTOR does not knowingly collect personal information from anyone under the age of 16 and, if it learns it has collected such personal information, promptly will delete that information.

**11 What other legal terms apply?**

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b.If any provision of these Terms and Conditions of Use are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, all other provisions shall remain in full force and effect. A waiver of any breach of these Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Use.

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