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12. **1 Who can use JSTOR?**

We define our “Authorized Users” as:

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     + affiliated researchers and lecturers
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     + members of a scholarly society
     + in the case of JSTOR Collection content (defined below), individuals who have a degree from an Institutional Licensee that has licensed access for alumni

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     + register for a free individual account that enables access to a limited number of available read-only JSTOR Collection Content items (defined below) for fixed periods of time (“Read-Only Users”);
     + pay to use our JPASS service to access certain JSTOR Collection Content (defined below) for unlimited read-only access and a limited number of downloaded content items per month (“JPASS Users”);
     + use ITHAKA’s Constellate service as described in Section 4;
     + 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”).

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     + “Books,” specifically, complete books and/or portions of such books, such as book chapters.
     + “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.
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     + “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 rights-holders 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.
  3. **Artstor Collection and Open Artstor Collection:** Authorized Users may encounter on the JSTOR or Artstor platform Content from the Artstor Digital Library (“Artstor Content”), a companion service focusing on image-based material. The Artstor Content has been selected by Artstor editors for inclusion in the Artstor Digital Library.Artstor Content includes:
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     + “Open Artstor Collection”: Artstor Content that is made available on a free-of-charge basis, possibly under the terms of an indicated license or rights statement allowing for re-use.
  4. **Community Collection**: ITHAKA may allow Institutional Licensees or their designated Authorized Users to select and add Content, such as images, videos, audio files, texts, cataloging information, graphics, and all other materials, to the JSTOR or Artstor platform. Community Collection Content may be open to all Authorized Users (referred to on artstor.org as “Public Collections”), limited to Authorized Users of the contributing Institutional Licensee (referred to on artstor.org as “Institutional Collections”), or limited to the contributing Authorized User and/or discrete groups of users selected by such individual (referred to on artstor.org as “Personal Collections”). ITHAKA does not screen, select, or clear the rights to content in the Community Collection.

1. **3 What can I do with Content?**
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      * 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;
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      * use ITHAKA’s Constellate service on its platform <https://constellate.org/> for certain types of text and data analysis specified in the Terms and Conditions of Use for the Constellate platform. The Constellate service includes selected content items portions of which are contained in the JSTOR database;
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  2. for Artstor Content, use in electronic or print materials that are disseminated for commercial purposes (such as by a scholarly or commercial press);
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  3. Ongoing Access to Artstor Collection. ITHAKA intends to maintain the Artstor Collection and to make it available for noncommercial, educational, and scholarly purposes on an ongoing basis, noting however, should exigent circumstances so require, ITHAKA reserves the right to discontinue the availability of the Artstor Collection on its platforms on provision of notice. In such circumstances, ITHAKA will work to transfer the Artstor Collection to another nonprofit institution and to have it made widely available for noncommercial educational and scholarly purposes (noting ITHAKA will not be liable if such transfer is not made). Upon termination of a license to the Artstor Collection, all online access to Artstor Collection Content shall cease, though Authorized Users may retain print or electronic copies of Artstor Collection Content appearing in lesson plans or in other pedagogical, educational, or scholarly materials for personal uses, that are noncommercial in nature and are consistent with fair use and other exceptions to intellectual property rights laws of the United States. In addition, Institutional Licensees will remove and destroy or erase all Artstor Collection Content from all servers operated on Institutional Licensee’s behalf within 60 days of termination, and will take reasonable steps (such as posting a notice in a location determined by Institutional Licensee) to notify Authorized Users that Institutional Licensee is no longer providing access to the Artstor Collection.

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      * 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
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5. **10 How does JSTOR protect my personal information?**

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1. **11 What other legal terms apply?**
   1. These Terms and Conditions of Use will be interpreted and construed in the English language (which shall control over any other language version) according to the laws of the United States and any laws or conventions that might direct the application of the laws of another jurisdiction shall not apply. If an Institutional Licensee is a United States public educational or government institution, those portions of this Agreement which are invalid or unenforceable against such Institutional Licensee due to applicable state or federal law, shall be construed in a manner most consistent with applicable governing law.
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