

Policy on Use of ÉRUDIT's Services

Terms and Conditions

The purpose of this Policy is to establish the conditions for use of the ÉRUDIT platform and the services offered on it, mainly located at www.erudit.org and which also includes satellite sites linked to it (defined as the "Platform"). The purpose of this Policy is also to ensure appropriate use of the Platform, and individual and collective behavior that complies with the requirements of the ÉRUDIT Consortium, its partners, subscribers, publishers and other rights holders, and applicable legislation.

Any person who uses the Platform ("User") agrees to be bound by these Terms and Conditions. Any User who does not agree to be bound by these Terms and Conditions, is pleased to not access or use the Platform. These Terms and Conditions set out the whole, integral agreement between the User and ÉRUDIT Consortium.

The ÉRUDIT Consortium specifically reserves the right to change or update without prior notice the Terms and Conditions related to use of the Platform. In order to receive notice of such changes, the ÉRUDIT Consortium and its partners advise all Users to consult this page regularly.

1. Permitted and Prohibited Uses

The ÉRUDIT Consortium and its partners allow Users to access the Platform, consult the content found there and use the services offered there for personal and research purposes only.

Users may:

- Search, consult and display documents;
- Save digital copies of articles or sections of documents for personal or research uses;
- Print single copies of sections of documents for personal or research uses;
- Distribute single copies of articles or sections of documents in paper or digital form to other Users, under the conditions that those copies are destroyed after use.

Users cannot:

- Delete or change the names of authors or any reference or proviso related to the copyright holder appearing on Documents and articles published on ÉRUDIT;
- Systematically make digital or paper copies of sections of Documents or articles published by ÉRUDIT;

- Use for any reason “robot” or “spider” software to systematically make digital or paper copies of sections of Documents or articles published by ÉRUDIT;
- Download or distribute complete or sections of Documents and articles published by ÉRUDIT on any electronic network including, but not limited to, any network accessible over the Internet.
- Make a Commercial Use of the Documents, parts of them or their Metadata to third parties
- Attempt to override, circumvent, or disable any protection methods employed by Érudit to protect and limit the consultation of the Documents and particularly the Licensed Documents.

Written authorization from the rightholders is required in the following cases:

- Commercial Use of complete or sections of documents as defined in this Policy;
- Systematic distribution of complete or sections of documents to users other than Authorized Users;
- Publication, distribution or provision of access to documents, work based on documents, such as index or compilation, and works that combine documents with any other document, except if the use is permitted under the present Policy;
- Use of trademarks and other logos appearing on documents;
- Change or adaptation of complete or sections of documents, as well as change or creation of abridged versions of documents, except if such actions are required to display documents on a computer screen or if the case is provided for under this Policy.

Changes to words or word order are always strictly prohibited.

2. Intellectual Property

All of the documents and articles published on ÉRUDIT are subject to intellectual property rights held by the publishers and other copyright holders, or are used with authorization or under license, which limits the ways that they can be distributed. ÉRUDIT Consortium holds a distribution right only for article disseminate on its Platform. ÉRUDIT Consortium asks the permanent URL of articles to be included in the reference when articles are cited.

Any unauthorized copy, republish, reproduce, distribute or completely or partially change are strictly prohibited. Moreover, use of trademarks and other logos appearing on ÉRUDIT is also subject to prior written authorization from the ÉRUDIT Consortium or other copyright holders. Any other use of content published by ÉRUDIT without prior written authorization from the ÉRUDIT Consortium or other rights holders is strictly prohibited and could expose the offender to legal sanctions.

COPIBEC manages the royalties on copyright for works printed in Quebec. Users are asked to visit COPIBEC's site at www.copibec.qc.ca to determine whether reproduction of the work is subject to COPIBEC authorization.

It should be noted that equitable use of a work (without authorization) for personal instruction, research, criticism or report purposes is not an infringement of copyright.

3. Confidentiality

The ÉRUDIT Consortium and its partners respect and protect the confidentiality of Users. In the course of delivering ÉRUDIT's services, the ÉRUDIT Consortium and its partners are required to manage the collection, use and transmission of some personal information in compliance with the *Act respecting access to documents held by public bodies and the protection of personal information L.R.Q., C-A-2.1* and the *Act respecting the protection of personal information in the private sector(L.R.Q., C-P-39.1)*.

Érudit Privacy Policy is available at <https://www.erudit.org/en/privacy>

Cookie Policy of Érudit is available at <https://www.erudit.org/en/cookies>

Personal information is never used or conveyed for purposes other than those for which it was gathered, unless the User consents to such use or it is legal. Such personal information is kept only as long as necessary to achieve specific goals.

By submitting a written request to info@erudit.org a user can consult personal information concerning himself or herself that has been collected by the ÉRUDIT Consortium and/or its partners. Access to personal information shall be given within a reasonable time frame.

4. Accuracy of the Information

Despite all the effort that has gone into providing high-quality content on the ÉRUDIT platform, there may be some inaccuracies and typographical errors. The ÉRUDIT Consortium and its partners cannot be held liable for such errors.

5. General Limitations of Liability

The ÉRUDIT Consortium and its partners reserve the right to change the content on the Platform and the right to interrupt access for any reason without prior notice, including the right to shut the Platform down with or without prior notice, without incurring any liability to Users, any other users or any third party.

The Platform, content and services are offered 'as is' and 'as Available'.

The ÉRUDIT Consortium and its partners make no claims and provide no guarantees or explicit, implicit or statutory claims about the operation of the Platform or the services offered on it, about the accuracy, exhaustiveness, quality, timeliness or appropriateness of the Platform, its content or services, about whether the links to the Platform or from the Platform will not be intercepted, or about whether the Platform, its content and the services offered are free of viruses or other mechanisms or components that could have effects. The ÉRUDIT Consortium provides no guarantees for external sites referenced or for hyperlinks embedded in the documents on the Platform.

ÉRUDIT cannot guarantee continuous, uninterrupted access to the documents and the Platform and cannot be held responsible by the Users for the consequences of such interruptions.

ÉRUDIT reserves the right to withdraw from documents any section for which it no longer holds, especially but not only, the publication rights or if there is reasonable cause to believe that it infringes copyright, or is libelous, obscene or otherwise in violation of the law. ÉRUDIT cannot be held responsible by the Users for any copyright infringement.

6. Governing Law

The Policy on Use of the Platform and the relationship between the user and the ÉRUDIT Consortium are governed by the laws of the Province of Quebec, Canada. The Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, Canada, and choose it as the district appropriate for hearing any claims flowing from the interpretation, application, performance, entry into effect, validity and effects of this Policy on Use.

7. Information and Questions

For further information on this Policy, please write to info@erudit.org.