



OCLC LIS Education Program Terms and Conditions

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR USE OF THE SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. BY USING THE SERVICES, YOU ARE AGREEING TO BE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SERVICES.

The combination of the institution and program name as entered in the order form will constitute the defined term "LIS Program" as used throughout the OCLC Library and Information Science Education Program terms and conditions.

OCLC is pleased the LIS Program is participating in the OCLC Library and Information Science Education Program (the "OCLC LIS Education Program"). Participation in the OCLC LIS Education Program gives the LIS Program the chance to provide its students and faculty with access to OCLC resources and services (the "Services") for classroom instruction purposes. It is the responsibility of the LIS Program to ensure access to the Services is provided *only* to faculty and students participating in the LIS Program, and not to any third parties.

The LIS Program understands and acknowledges that OCLC requires its users to agree to standard terms and conditions for the Services. However, OCLC will waive this requirement for the LIS Program, provided the LIS Program agrees that use of the Services will be solely for classroom instruction and related educational purposes in its program. OCLC reserves the right to discontinue the LIS Program's access to the Services, should OCLC suspect unauthorized access or usage or if OCLC discontinues any of the Services.

Log-on credentials for the Services ("Credentials") are to be issued only to current students and faculty participating in the LIS Program. The LIS Program shall exercise all commercially reasonable efforts to prevent unauthorized use of the Credentials. The LIS Program is solely responsible for any and all use, initiated by the Credentials, including unauthorized use of the Services under the OCLC LIS Education Program. The LIS Program shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any Credentials and of any unauthorized use of the OCLC LIS Education Program Services. Should OCLC become aware of unauthorized use of Credentials or unauthorized access to a Service, OCLC will notify the LIS Program and may require deactivation of affected Credentials. Depending on the Service, either OCLC or the LIS Program will be responsible for authorizing user access to the Services, assigning privileges, and creating, maintaining, and terminating accounts as students or faculty leave the LIS Program. The party responsible for such Credentials authorization will be communicated in your welcome package.

THE SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

The LIS Program may not assign or subcontract, in whole or in part, this Agreement without the prior written consent of OCLC.

These terms and conditions shall be governed by laws of the State of Ohio and the United States of America without regard to principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods or any successor thereto does not apply to this Agreement.