## LJ/SLJ Survey of Ebook Penetration & Use - PDF Report

**THIS AGREEMENT** is a legal document that governs use of *LJ/SLJ Survey of Ebook Penetration & Use* in PDF format. By accepting the PDF you indicate that you agree to be bound by the terms and conditions specified herein.

**1. COPYRIGHT.** Library Journals, LLC ("LJS") owns all rights in the PDF of *LJ/SLJ Survey of Ebook Penetration & Use* ("Electronic Publication") and the copyrights therein. Copyright © Library Journals, LCC. All rights reserved.

**2. PDF FILES: REPRODUCTION AND DISTRIBUTION FOR INTERNAL-USE ONLY.** A purchaser of the Electronic Publication who accepts and agrees to the conditions specified in these Terms of Use ("Authorized Purchaser") may post a copy of the Electronic Publication on his or her company's secured intranet server and/or distribute the Electronic Publication in physical or digital form to other employees within their company. Acceptance of the Electronic Publication constitutes the Authorized Purchaser's agreement with these terms. Wider distribution is strictly prohibited.

**3. PROHIBITION OF SUB-LICENSE OR ASSIGNMENT.** Except as permitted in 2 above, neither the Terms of Use nor the Electronic Publication nor any part thereof may be sub-licensed, assigned, stored in a database, transferred or given away by the Authorized Purchaser without the prior written consent of LJS. Any attempt to sub-license, assign, store in a database or transfer or give away any of the rights, interests, duties or obligations under this license constitutes a material breach of this Agreement.

4. ALTERATION; NOTICES. The Authorized Purchaser may not modify, adapt, transform, translate or create any derivative work based on any material included in the Electronic Publication, or otherwise use any such materials in a manner that would infringe the copyrights therein. Each Electronic Publication will include a Copyright Notice. The copyright notice and any other notices or disclaimers may not be removed, obscured, or modified in any way.

**5. REQUIRED NOTICES.** The Authorized Purchaser many not assert or represent to any third party that s/he has any ownership rights in, or the right to sell, transfer or lend the Electronic Publication.

**6. USER WARRANTIES.** Each Authorized Purchaser warrants that s/he will use reasonable efforts to ensure the security and integrity of each Electronic Publication, and will notify Library Journals, LLC promptly of any unauthorized use of the Electronic Publication of which they become aware. Any abuse of these Terms of Use may be pursued to the fullest extent permitted under applicable laws, treaties, and conventions.

**7. INDEMNIFICATION**. THE AUTHORIZED PURCHASER AGREES TO INDEMNIFY LJS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS, AND SHALL HOLD EACH OF THEM HARMLESS AGAINST ANY CLAIMS, LOSSES OR DAMAGES ASSERTED BY ANY ENTITY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ITS USE, OR ATTEMPTED USE, OF THE ELECTRONIC PUBLICATION.

**8. LIMITATION OF LIABILITY.** LJS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE ELECTRONIC PUBLICATION. The Authorized Purchaser acknowledges that LJS has agreed to make the Electronic Publication available in reliance on the exclusions and limitations of liability and disclaimers of warranty set forth above and that the same form an essential basis of the bargain between the parties.

**9. GOVERNING LAW AND GENERAL PROVISIONS.** These Terms of Use shall be governed by the laws of the State of New York, excluding the application of its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. If any part of any provision of these Terms of Use shall be invalid or unenforceable, such part shall be deemed to be restated to reflect, as nearly as possible, the original intentions of both of the parties in accordance with applicable law, and the remainder of the Terms of Use shall remain in full force and effect. These Terms of Use are the complete and exclusive statement of the agreement between you as the Authorized Purchaser and LJS with respect to the Electronic Publication, and supersedes any proposal or prior agreement, oral or written, and any other communications between you and LJS relating to the subject matter of these Terms of Use. They may not be changed, modified or otherwise altered without the prior written consent of LJS.

**10. NOTICE.** Any notice to LJS shall be provided to:

Ian Singer VP, Group Publisher Library Journals, LLC 160 Varick St., 11<sup>th</sup> FI. New York, NY 10013 isinger@mediasourceinc.com