

## Primo Central Index Terms of Service

Thank you for your interest in using the Primo Central Index (the “**Service**”). Your entitlement to use the Service is subject to your organization having an agreement in force with Ex Libris that entitles it to use the Service (the “**Agreement**”). If you are not sure about your entitlement to use the Service, please contact your Ex Libris account manager.

The use of the Service is subject to both the terms of the Agreement and the terms of service set forth herein (the “**Terms**”).

YOU HEREBY CONFIRM THAT BY USING THE SERVICE YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Ex Libris reserves the right to update the Terms at any time. The most current version of the Terms can be reviewed [here](#).

### 1. Use of the Service

1.1 You hereby agree not to provide access to the Service API’s to any to third party without a written consent from Ex Libris.

1.2 You further agree to take reasonable actions to prevent any end user or third party that use the Service through services delivered by your organization from:

1.2.1 violating or abusing the password protections governing access to and use of the Service;

1.2.2 using any robot, spider, scraper, or other automated means to access the Service for any purpose;

1.2.3 introduce viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Service;

1.2.4. take any action that imposes or may impose (at Ex Libris' sole discretion) an unreasonable or disproportionately large load on Ex Libris infrastructure;

1.2.5 interfere or attempt to interfere with the proper working of the Service, or any related activities.

### 2. Restriction on content of the Service

2.1 You agree that you will not, nor will you allow any end user or third party to:

2.1.1 store or cache data accessible through the Service (the “**Data**”) beyond the normal day-to-day use of an individual user;

2.1.2 return or display in the Data search results snippets of full text that exceed one hundred and sixty one (161) characters in length;

2.1.3 independently produce or display snippets in the Data search results when no such snippets are returned by the Service;

2.1.4 use, transfer (by sale, resale, license, sublicense, download or otherwise), copy, reproduce, distribute, publish, display or disclose a considerable portion of the Data, except as expressly authorized herein;

2.1.5 edit, modify, alter, truncate, filter, reorder, or add to the Data in any manner, except for user generated content that is explicitly presented as such;

2.1.6 use the Data for or in connection with any application, product or service other than as authorized by your Agreement, or in any unlawful manner;

2.1.7 use bots, spiders, or other automated information-gathering devices or programming routines to "mine" or harvest material amounts of Data;

2.1.8 create or repackage a database containing material amounts of Data,

2.1.9 create derivative works of the Data or merge Data with other data or records (whether or not obtained via the Service), in any manner;

2.1.10 remove, obscure, or alter any notice of patent, copyright, trademark or other proprietary right of Ex Libris or information providers contributing Data or licensors appearing on or contained within the Data.

2.2 You will also comply with, and shall make reasonable effort to ensure that each end user complies with the Service Configuration and Display Guidelines, which can be reviewed [here](#), which form an integral part of the Terms.

### **3. Suspension of Use**

Without derogating from the provisions set forth in the Agreement, violation (or alleged violation) of any of the Terms herein shall entitle Ex Libris to suspend your use of the Service until such violation (or alleged violation) is cured to Ex Libris satisfaction.

### **4. EXCLUSION OF WARRANTIES**

4.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE AND THE DATA ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS.

4.2 IN PARTICULAR, EX LIBRIS, ITS AFFILIATES, AND ITS DATA LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

4.2.1 YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;

4.2.2 YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND

4.2.3 ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

4.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4.4 EX LIBRIS ASSUMES NO RESPONSIBILITY OR LIABILITY ASSOCIATED WITH THE USE OF COPYRIGHTED MATERIAL IN THE DATA, OR ANY OTHER VIOLATIONS OF INTELLECTUAL PROPERTY OR OTHER RIGHTS BY USE OF THE DATA.

## **5. Proprietary Rights**

You acknowledge that Ex Libris or its licensors own all intellectual and other rights in the Service and/or the Data.

## **6. General legal terms**

6.1 You agree that Ex Libris may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

6.2 The Terms herein are in addition to the terms and conditions set forth in the Agreement, which remain in full force and effect. Unless explicitly stated to the contrary herein, all applicable terms and conditions listed in the Agreement will govern the use of the Service and the Terms.

6.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

Updated: February 6<sup>th</sup>, 2012