Terms of Use

By accessing and/or using RIHA Journal, you accept and agree to abide by the following Terms of Use:

1. Limited License. RIHA Journal consists of an electronic journal (www.riha-journal.org) containing Content. "Content" includes all articles, front matter, back matter, images, indexing, and other texts, graphics, and all other materials incorporated into RIHA Journal. RIHA (the International Association of Research Institutes in the History of Art), hereby grants you a personal, limited, nonexclusive worldwide license to access and use RIHA Journal, and to use, display, distribute, and reproduce the Content, solely in accordance with these Terms of Use (the "Terms"), provided, however, that you may not charge for the Content or use the Content for any commercial purposes except with the prior written permission of both RIHA and any and all copyright holders thereof (other than as permitted by the German Copyright Act [Urheberrechtsgesetz], or other applicable law), and provided, further, that you may use the Content for one-time, limited-term, nonprofit educational use in course packs or closed-access academic course Intranet websites.

2. Attribution and Copyright Notices. You agree (a) that any publication or other reuse by you of any Content must be attributed to both the author(s) thereof and to RIHA Journal and (b) not to modify, obscure, or remove any copyright notice or other attribution included in RIHA Journal, and not to authorize others to do so.

3. Maintaining Security of RIHA Journal. You are responsible for maintaining the confidentiality and security of your username and/or password (if such are provided), and for all usage or activity by you of RIHA Journal, and you hereby agree not to share your password with anyone else (other than as you may be expressly instructed by your institution). You may not set up an anonymous remailer for purposes of allowing access to RIHA Journal.

4. Violations of these Terms of Use. You shall promptly notify RIHA of any known or suspected unauthorized use(s) of your account or RIHA Journal, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of your username, password, and/or IP address. Any use of RIHA Journal beyond the scope or in violation of these Terms of Use; knowing use of any password or username of another; or any unauthorized, fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, or termination of access to RIHA Journal from your IP address, without notice and at RIHA’s sole discretion.

5. Defense of Claims. In the event that any claim or threatened claim is asserted against you in connection with your use of RIHA Journal or any Content (e.g., for copyright infringement), you agree to immediately notify RIHA and to reasonably cooperate in the defense of such a claim or threatened claim as required by RIHA. RIHA reserves the right (but not the obligation), at its own expense, to assume the exclusive defense and control of any such matter, subject to indemnification by you if it is the result of your unauthorized use or breach of the Terms of Use. Except as set forth in this section 5, RIHA shall have no liability or responsibility to you with respect to your use of any Content.

6. Disclaimers. RIHA does not warrant that RIHA Journal will be delivered or be available without any delays, inaccuracies, errors or omissions and RIHA will not be liable therefore, including, but not limited to, any damages arising from any of the foregoing. RIHA does not represent or endorse the accuracy or reliability of any of the content of RIHA Journal.

RIHA JOURNAL IS PROVIDED ON AN “AS IS” BASIS, AND RIHA, ON BEHALF OF ANY AND ALL THIRD-PARTY PROVIDERS AND/OR LICENSORS (“CONTENT PROVIDERS”), DISCLAIMS TO THE FULLEST EXTENT OF THE LAW ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO RIHA, RIHA JOURNAL, OR ANY PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. RIHA MAKES NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE
CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC
BOMB, OR OTHER SUCH COMPUTER PROGRAM, EXCEPT THAT RIHA WILL EXERCISE A
REASONABLE LEVEL OF CARE TO PREVENT SUCH OCCURRENCES. RIHA, ON BEHALF
OF ALL CONTENT PROVIDERS, FURTHER DISCLAIMS ANY LIABILITY AND MAKES NO
WARRANTIES WITH RESPECT TO ANY ERRORS OR OMISSIONS IN RIHA. REVIEWS,
LIABILITY UNDER LIBEL LAWS, INFRINGEMENT OF RIGHTS OF COPYRIGHT, PUBLICITY
AND PRIVACY, MORAL RIGHTS, AND/OR THE DISCLOSURE OF CONFIDENTIAL
INFORMATION, AND FURTHER DISCLAIMS ANY LIABILITY AND MAKES NO WARRANTY
WITH RESPECT TO ANY CLAIMS AND/OR THREATENED CLAIMS (INCLUDING
INTELLECTUAL PROPERTY RIGHTS CLAIMS AND/OR THREATENED CLAIMS) RELATING
TO LINKS BETWEEN RIHA JOURNAL AND OTHER SITES AND/OR THE CONTENT ON SUCH
LINKED SITES; ADAPTATIONS AND/OR MODIFICATIONS OF ANY CONTENT OF RIHA
JOURNAL; ANY AND ALL USES, REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND
DISTRIBUTIONS THAT EXCEED USES PERMITTED BY THESE TERMS OF USE (WHETHER
PERMITTED BY LAW OR OTHERWISE) AND/OR ANY USE(S), REPRODUCTIONS,
DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS MADE OF THE CONTENTS OF RIHA
JOURNAL (PRINTED OR EXPORTED) AFTER THE EXPIRATION OR TERMINATION OF
THESE TERMS.

7. General.
   a) These Terms of Use constitute the entire agreement between you and RIHA and supersede all
      prior communications, understandings and agreements relating to the subject matter of these
      Terms, whether oral or written.
   b) The invalidity or unenforceability of any provision of these Terms of Use shall not affect the
      continuation or enforceability of the remainder of these Terms.
   c) Either party’s waiver, or failure to require performance by the other, of any provision of these
      Terms of Use will not affect its full right to require such performance at any subsequent time, or
      be taken or held to be a waiver of the provision itself.

8. Amendment. From time-to-time and in its sole discretion, RIHA may change these Terms of
   Use. RIHA will endeavor to provide you with notice of any such amendment. Your use of RIHA
   Journal thereafter constitutes your agreement to the amendment. The most updated Terms of
   Use will be posted on the RIHA Journal website.

9. Copyright Notices. Should you believe that any Content violates your copyright, please send a
   written notice to RIHA, directed to:

   Removal Request
   Managing Editor RIHA Journal
   Zentralinstitut für Kunstgeschichte
   Meiserstraße 10
   D–80333 München
   Germany
   phone + 49 (0)89 289 27 588
   fax + 49 (0)89 289 27 607
   rih‐journal@zikg.eu

   If you wish RIHA to remove any such Content, please document that you are the
   copyright owner and that you wish to have the Content removed from RIHA Journal.