Equinox Systemic Functional Package Agreement 2017: Individual Subscribers

Your use of any of our services in preview mode, on a free trial basis, or pursuant to your purchase of a membership or other service offering, is also subject to our Terms of Service.

This ("Agreement") is a legal agreement between you ("User" or "you") and Equinox Publishing Ltd. It applies to your use of any of the Equinox Online/eBook services.

The Service is provided to you on the condition that you agree to and comply with this Agreement, the terms of service and the Equinox Privacy Policy. “Service” means the online access service(s) provided by Equinox to you, based on your subscription. This Agreement governs your use of the Service, and the content it contains. By using the Service, you agree to the terms of this Agreement, the TOS, and the Privacy Policy. If you do not agree to the terms of this Agreement, the TOS, and the Privacy Policy, do not use the Service.

1. SCOPE OF USE.

“Term” means the duration of your membership, including any free-of-charge trial period. On the condition that you comply with this Agreement, Equinox grants you the rights described in this Agreement during the Term. Access to the Service, and content it contains, is limited to only those individuals who are authorized users of the Service through their payment of the subscription fee; the Service is provided for your personal use only. Sharing user names, passwords, memberships, and/or accounts is prohibited.

2. CONTENT USE AND LIMITATIONS.

1. Each User is permitted during the Term to use the electronic tools provided by the Service to:

   • electronically search across and view the full content of the works in the Service;
   • print, download and store Sections (defined below) of a work on the individual User's hard drive or other storage device for such individual User's personal use only; 20% of any work can be copied and 20% of any work can be printed within a 30-day period. Users can scroll freely throughout any work at all times.
2. You acknowledge and agree that:

- Any use of "Web spiders," or any other automated retrieval mechanisms (other than use in accordance with this Agreement) of search and retrieval features of the Service, is strictly prohibited, and such prohibited uses include, without limitation, use to download or print content;
- You will not, and will not permit others (including other Users), to: (i) modify, remove, augment, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content accessed via the Service, in whole or in part, except as expressly provided in this Agreement, or except in ways which qualify as "fair use" under U.S. copyright law (Section 107 of Title 17 of the United States Code) ("U.S. Fair Use"); (ii) post any content accessed via the Service to any third party website, or provide such content to others by any other means, such as an intranet system, blogs or RSS feeds, except as specifically authorized by this Agreement, or as permitted under U.S. Fair Use; (iii) assign, license, or otherwise transfer to any third party, all or any part of rights granted to you under this Agreement, or any content accessible through the Service; (iv) circumvent Equinox’s content security measures; and (v) provide any commercial hosting service with access to the Service, and/or content accessed through the Service.

3. You will notify Equinox immediately of any actual or suspected (a) unauthorized use(s) of the Service, or any content accessed through the Service, or (b) breach of security, including loss, theft, or unauthorized disclosure of any password or credit card information, or confidential information related to the Service.

3. CONTENT ACCESSED VIA THE SERVICE.

1. The content accessed through the Service may include inaccuracies or errors. Changes are periodically made to the content. Equinox may rename, make improvements and/or changes in, and/or withdraw any components from the Service at any time without notice, and with or without refunds. In the case of removal of any work from the Service by Equinox, all content from that work stored by you on any hard drive or storage device must be destroyed or deleted.

2. Except as expressly permitted by this Agreement, content accessed via the Service may not be stored, reproduced, or transmitted in any form and/or by any means without the express prior written permission of the copyright owner. Equinox reserves all rights not expressly granted in this Agreement. Equinox owns the title, copyright, and other intellectual property rights in the Service, and content accessed
through it. You may not remove or obscure any copyright or other proprietary notices that appear on the Service, content accessed through it. The Service and the content accessed through it are provided on a limited basis under this Agreement, and is not being sold or otherwise transferred to you.

3. Equinox and its affiliates collect technical and usage information in the course of managing, providing and supporting the Service, and Equinox is permitted to use this information on an anonymized basis to improve its services. For more information, refer to the Equinox Privacy Policy.

4. The Service may include links to third party sites. The third party sites are not under Equinox’s control, and Equinox is not responsible for their contents, or any links contained in them. Equinox is providing these links as a convenience, and the inclusion of any link does not imply endorsement by Equinox.

5. Equinox may terminate or suspend any User's access to the Service in the event of any actual or alleged fraud or violation of this Agreement and/or violation of the Sponsor's agreement with Equinox, the intellectual property rights of any owner of any content contained in the Service, or any additional terms and conditions which the Sponsor has placed on use of the Service.

6. Upon termination or expiration of your membership, or your status as an authorized User under a Sponsor agreement, you must immediately cease using the Service, and all copies of content accessed via the Service stored by you on any hard drive or other storage device or in hard copy must be deleted or destroyed.

4. DISCLAIMER OF WARRANTIES AND EXCLUSION OF CERTAIN DAMAGES & REMEDIES AS PERMITTED BY APPLICABLE LAW.

1. Except as otherwise provided herein, the Service and its content are provided “AS IS” and without warranties of any kind, including without limitation warranties in respect of title, accuracy, omissions, completeness, delays, merchantability, fitness for a particular purpose, and any other implied warranties. Use of the Service is entirely at your own risk.

2. Neither Equinox nor its suppliers will be liable for any special, incidental, punitive, indirect, or consequential damages (including without limitation damages for lost profits or loss of confidential or other information) arising
OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE
THE SERVICE OR ANY CONTENT, EVEN IF EQUINOX OR ANY SUPPLIER
HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION
OF SUCH DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

3. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF
EQUINOX AND ANY OF ITS SUPPLIERS UNDER THIS AGREEMENT ARE
LIMITED TO REFUND OF THE PAYMENTS MADE BY YOU FOR THE
SERVICE.

4. Under no circumstances shall Equinox or its suppliers be liable for any delay or
failure in performance resulting directly or indirectly from acts of nature, or other
causes beyond its reasonable control, including, without limitation, Internet failures,
telecommunication equipment failures, fires, floods, etc.

5. USER’S CONDUCT.

You agree that you will not use the Service or any of its features to:

a. transmit spam, bulk, or unsolicited communications;
b. forge headers or otherwise manipulate identifiers (including URLs) in order to
disguise the origin of any transmitted content;
c. misrepresent your identity, or affiliation with any person or entity;
d. disrupt the normal flow of dialogue or otherwise act in a manner that negatively
affects other users' ability to participate in the site or any site projects or services;
e. engage in activities that would violate any fiduciary relationship, any applicable
local, state, national or international law; or
f. collect or store personal data about other users unless specifically authorized to do
so by such users.

6. GENERAL PROVISIONS.

1. This Agreement is governed by the laws of the United Kingdom applicable to
agreements made and performed there by United Kingdom residents.
2. Except for any claim based on violation of the intellectual property, trade secret, or related rights of Equinox and/or any of its content suppliers, any dispute or controversy arising under or in connection with this Agreement shall be submitted to mediation under the auspices of the courts of the United Kingdom or mediation/arbitration services located there. Each party shall pay its own expenses associated with such arbitration, including the expense of any arbitrator selected by such party and the parties will share equally the expenses of the jointly selected arbitrator. The decision of the arbitrator shall be binding upon the parties and judgment in accordance with that decision may be entered in any court of competent jurisdiction. Punitive damages shall not be awarded.

a. This Agreement is the final, complete, and exclusive agreement between you and Equinox relating to the Service, and content accessed via the Service, and it supersedes all other oral or written communications, proposals and representations with respect to any subject matter covered by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.

b. Equinox may provide you with notices, including notices about changes to this Agreement, by means that include but are not limited to email, regular mail, SMS, MMS, text message, postings on the Service, or other reasonable means now known or developed in the future. Any such notice shall be effective as of the date that it is posted, sent, or otherwise made accessible by Equinox to the User(s). You warrant and represent that the contact and other account information that you provide to Equinox is accurate and you acknowledge that it is your responsibility to update such information in order to maintain its accuracy.

c. Equinox may amend this Agreement by updating the Agreement posted on the Equinox website and/or by other means of notice to you. By continuing to access the Service after the posting of the updated Agreement, you agree to be bound by the updated Agreement. If the terms of any Equinox policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.

3. BILLING, RENEWAL AND CANCELLATION PROVISIONS FOR INDIVIDUAL MEMBERS AND TEAMS (INCLUDES AUTOMATIC RENEWAL).

a. Individuals are billed on periodic cycles (monthly or annually) and are responsible for payment on the period billing date. The monthly or annual membership fee may change for a future term and the new amount will be shown before you renew.
Cancellation after the billing date will not result in a refund or credit, except as provided below in the case of automatic renewal of annual memberships.

b. Individuals with monthly payment plans pre-pay on a monthly basis until the membership is cancelled.

c. Individuals with annual memberships pre-pay on an annual basis. No refund or credit with respect to the current Term is available if an annual membership is cancelled prior to the end date of the current Term, except for cancellations made with respect to a renewal Term during the first 14 days of that renewal Term as follows: on the anniversary of the start date of an annual subscription, the subscription will automatically renew for one year, the fee for the renewal Term will be charged to the individual’s credit card or other payment account, and an e-mail billing confirmation will be sent to the individual, including Equinox’s email contact point for customer service and cancellation requests. If the individual within 14 days from the date of the billing confirmation cancels the subscription, the individual will be entitled to a refund or credit for the amount charged to their credit card or other payment account for the renewal Term, in accordance with Equinox’s policies. No refunds or credits are granted for any cancellations requested after that 14-day period. Any refund will be in the form of a credit to the credit card or payment account to which the fee was originally charged.

d. Immediately cease using the Service, and all copies of content accessed via the Service stored by that User on any hard drive or other storage device must be deleted.