

Universitätsbibliothek

# Terms of use for SLSKey Basel

Based on § 16 Section 3 of the "Reglement für die Benutzung der Bibliotheken der Universität Basel und ihrer Gliederungseinheiten" of the 7th March 2023, the University Library Basel issues the following terms of use:

#### 1 Scope

These terms of use for SLSKey Basel are intended for every user of the University Library Basel (hereinafter referred to as "UB"), provided that they are not a member of the University of Basel in accordance with §4 Section 1 Statute of the University of Basel (University statute) of 3<sup>rd</sup> May 2012 (hereinafter referred to as "user". SLSKey Basel allows the user remote access to digital content of the UB, as well as access to public computers in the UB. By using SLSKey Basel in conjunction with the SWITCH edu-ID, the user agrees to the following terms of use:

#### 2 Access requirements

In order to access the digital content of the UB via SLSKey, every user must:

- a. be registed as a user of the UB Basel; and
- b. have a SWITCH edu-ID; and
- c. apply on site for access to SLSKey Basel for their own private use and present an identification card and renew the application annually.

The user accepts that access via SLSKey to the digital content of the UB Basel may only be for private, non-commercial purposes. Any access via SLSKey Basel to the digital content of the UB for commercial purposes, for example in connection with the user's professional activities or the activities of third parties, is not permitted.

## 3 SLSKey content

Via SLSKey Basel, the user has access to digital content licensed for the University of Basel (ebooks, e-journals, databases).

- Within the UB, this applies to all licensed media that have been approved for walk-in users. In addition, the user has access to the Internet and various programs selected by the University of Basel.
- Outside the university, the user has access to a limited number of licensed electronic resources, whose providers allow remote use for this group of people. The currently-available e-resources are listed on the UB website.

#### 4 Restrictions on use

Access to most of the digital content offered via the University Library's websites is based on license agreements between publishers and the University of Basel. These licences usually provide for the following usage restrictions, among others:

- The user may not use the digital content in a way that infringes copyright or other proprietary rights of the content.
- The digital content is only intended for personal use in the context of research and teaching at the University of Basel; any commercial use is prohibited.
- Dissemination to third parties and the distribution (e.g. on a website) of digital content are generally only permitted with the consent of the owner of the intellectual property or of the commercial usage rights to this content.
- Digital content may be processed within the scope of legally permitted personal use. Any further modification, revision or translation of the digital content requires the consent of the owner of the intellectual property or of the commerical usage rights of the content in question.
- The systematic downloading and copying (manually or by program) of entire issues of ejournals, entire ebooks or substantial parts of databases is prohibited.
- Passwords and other access data are confidential and may not be disclosed to third parties. This also applies to the university's email accounts (@unibas.ch or @stud.unibas.ch).

The use of SLSKey Basel as well as the entire IT infrastructure of the University of Basel must be in accordance with the <u>IT terms of use at the University of Basel</u>.

Information on data protection can be found in the SWITCH edu-ID terms of use: <u>https://eduid.ch/web/tou/?lang=en</u>.

## 5 Text and data mining

Access to the UB's digital content via SLSKey Basel for text and data mining is prohibited in principle. If a user would like to use digital content for text and data mining for private, non-commercial purposes, an exception could be granted by the UB's <u>Digitale Dienste</u>.

## 6 Limitation of liability

The University of Basel cannot guarantee that this online access will function continuously or without interruption. Under no circumstances will the University of Basel be liable to the user for any consequential, incidental, special or indirect damage, including but not limited to damage for data loss or corruption of data, loss of programs, loss of business partners or goodwill, or any other damage or loss of any kind arising from the use of, or inability to use, the digital content via SLSKey Basel.

# 7 Transfer of rights

The user is not authorised to assign or transfer rights, obligations or claims that he or she may have based on these terms of use for SLSKey Basel, to third parties.

#### 8 Change

The University Library Basel reserves the right to change or modify the terms of use for SLSKey Basel at any time and without prior notice.

## 9 Governing law

These terms of use are to be interpreted in accordance with the relevant legal principles of the University of Basel and the laws of Switzerland.

Basel, 2.5.2023