Terms and Conditions of Use of the Online Edition of Journal of Parasitology

Access to and use of the online edition of *Journal of Parasitology* is subject to these Terms and Conditions. Any use of this website constitutes acceptance of these Terms and Conditions.

Copyright

The entire contents of the Electronic Products, and each article and abstract and other material available through www.journalofparasitology.org are protected by copyright (unless otherwise indicated on the title page of the article) owned by American Society of Parasitologists. As a User, you have certain rights specified below; all other rights are reserved.

Access to Online Edition

- Content available during subscription period: Articles published during the subscription period, plus older articles in the Archive back to Volume 86 that are available from the publisher's server. Archive is included for as long as a current subscription is maintained.
- Institutional remote access: Institutional subscribers may allow remote access by Authorized Users (individuals affiliated with the subscriber, such as employees and enrolled students) via telecommunications to a valid IP address on a secure computer network of subscriber. The institutional subscriber must issue such individuals with a password or other authentication and the network must authenticate such individuals located on remote sites at the time of login and periodically thereafter.
- **Institutional walk-in use:** An institutional subscriber that operates a public or academic library may allow access by persons unaffiliated with the subscriber from computer terminals located on the library's physical premises.

Permitted Uses

• **Fair use:** Any use of the online edition that is fair use under United States Copyright law (http://www.copyright.gov/title17/circ92.pdf), except:

Electronic library reserve: Access to articles in the online edition through an institutional subscriber's electronic library course reserve system is limited to creation of a link to the online edition. Creation of digital copies is only with express written permission from publisher.

• TITLE 17 > CHAPTER 1 > § 108 of the U.S. Copyright Code allows libraries and archives, under certain circumstances, to make reproductions of copyrighted materials without the permission of the copyright holder.

§ 108. Limitations on exclusive rights: Reproduction by libraries and archives

Version 2

- (a) Except as otherwise provided in this title and notwithstanding the provisions of section 106, it is not an infringement of copyright for a library or archives, or any of its employees acting within the scope of their employment, to reproduce no more than one copy or phonorecord of a work, except as provided in subsections (b) and (c), or to distribute such copy or phonorecord, under the conditions specified by this section, if—
- (1)the reproduction or distribution is made without any purpose of direct or indirect commercial advantage;
- (2) the collections of the library or archives are
- (i) open to the public, or
- (ii) available not only to researchers affiliated with the library or archives or with the institution of which it is a part, but also to other persons doing research in a specialized field; and
- (3) the reproduction or distribution of the work includes a notice of copyright that appears on the copy or phonorecord that is reproduced under the provisions of this section, or includes a legend stating that the work may be protected by copyright if no such notice can be found on the copy or phonorecord that is reproduced under the provisions of this section.
- (b) The rights of reproduction and distribution under this section apply to three copies or phonorecords of an unpublished work duplicated solely for purposes of preservation and security or for deposit for research use in another library or archives of the type described by clause (2) of subsection (a), if—
- (1)the copy or phonorecord reproduced is currently in the collections of the library or archives; and
- (2) any such copy or phonorecord that is reproduced in digital format is not otherwise distributed in that format and is not made available to the public in that format outside the premises of the library or archives.
- (c) The right of reproduction under this section applies to three copies or phonorecords of a published work duplicated solely for the purpose of replacement of a copy or phonorecord that is damaged, deteriorating, lost, or stolen, or if the existing format in which the work is stored has become obsolete, if—
- (1)the library or archives has, after a reasonable effort, determined that an unused replacement cannot be obtained at a fair price; and
- (2) any such copy or phonorecord that is reproduced in digital format is not made available to the public in that format outside the premises of the library or archives in lawful possession of such copy.

For purposes of this subsection, a format shall be considered obsolete if the machine or device necessary to render perceptible a work stored in that format is no longer manufactured or is no longer reasonably available in the commercial marketplace.

- (d) The rights of reproduction and distribution under this section apply to a copy, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, of no more than one article or other contribution to a copyrighted collection or periodical issue, or to a copy or phonorecord of a small part of any other copyrighted work, if—
- (1)the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and
- (2)the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation.

- (e)The rights of reproduction and distribution under this section apply to the entire work, or to a substantial part of it, made from the collection of a library or archives where the user makes his or her request or from that of another library or archives, if the library or archives has first determined, on the basis of a reasonable investigation, that a copy or phonorecord of the copyrighted work cannot be obtained at a fair price, if—
- (1) the copy or phonorecord becomes the property of the user, and the library or archives has had no notice that the copy or phonorecord would be used for any purpose other than private study, scholarship, or research; and
- (2)the library or archives displays prominently, at the place where orders are accepted, and includes on its order form, a warning of copyright in accordance with requirements that the Register of Copyrights shall prescribe by regulation. (f)Nothing in this section—
- (1) shall be construed to impose liability for copyright infringement upon a library or archives or its employees for the unsupervised use of reproducing equipment located on its premises: Provided, That such equipment displays a notice that the making of a copy may be subject to the copyright law;
- (2) excuses a person who uses such reproducing equipment or who requests a copy or phonorecord under subsection (d) from liability for copyright infringement for any such act, or for any later use of such copy or phonorecord, if it exceeds fair use as provided by section 107;
- (3) shall be construed to limit the reproduction and distribution by lending of a limited number of copies and excerpts by a library or archives of an audiovisual news program, subject to clauses (1), (2), and (3) of subsection (a); or
- (4)in any way affects the right of fair use as provided by section 107, or any contractual obligations assumed at any time by the library or archives when it obtained a copy or phonorecord of a work in its collections.
- (g)The rights of reproduction and distribution under this section extend to the isolated and unrelated reproduction or distribution of a single copy or phonorecord of the same material on separate occasions, but do not extend to cases where the library or archives, or its employee—
- (1) is aware or has substantial reason to believe that it is engaging in the related or concerted reproduction or distribution of multiple copies or phonorecords of the same material, whether made on one occasion or over a period of time, and whether intended for aggregate use by one or more individuals or for separate use by the individual members of a group; or
- (2)engages in the systematic reproduction or distribution of single or multiple copies or phonorecords of material described in subsection (d): Provided, That nothing in this clause prevents a library or archives from participating in interlibrary arrangements that do not have, as their purpose or effect, that the library or archives receiving such copies or phonorecords for distribution does so in such aggregate quantities as to substitute for a subscription to or purchase of such work.
- (h)(1)For purposes of this section, during the last 20 years of any term of copyright of a published work, a library or archives, including a nonprofit educational institution that functions as such, may reproduce, distribute, display, or perform in facsimile or digital form a copy or phonorecord of such work, or portions thereof, for purposes of preservation, scholarship, or research, if such library or archives has first determined, on the basis of a reasonable investigation, that none of the conditions set forth in subparagraphs (A), (B), and (C) of paragraph (2) apply.

- (2)No reproduction, distribution, display, or performance is authorized under this subsection if—
- (A)the work is subject to normal commercial exploitation;
- **(B)**a copy or phonorecord of the work can be obtained at a reasonable price; or **(C)**the copyright owner or its agent provides notice pursuant to regulations promulgated by the Register of Copyrights that either of the conditions set forth in subparagraphs (A) and (B) applies.
- (3)The exemption provided in this subsection does not apply to any subsequent uses by users other than such library or archives.
- (i) The rights of reproduction and distribution under this section do not apply to a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than an audiovisual work dealing with news, except that no such limitation shall apply with respect to rights granted by subsections (b), (c), and (h), or with respect to pictorial or graphic works published as illustrations, diagrams, or similar adjuncts to works of which copies are reproduced or distributed in accordance with subsections (d) and (e).

Pairing Devices

Institutional users, where available, can pair their electronic device using their university access privileges. Users must enter the library to pair their devices. This will give them access to all content subscribed to by the institution, if they are in the library or on the go. Pairing lasts 90 days, after which users must enter the library to pair again.

Prohibited Uses

- Uses beyond fair use: All uses that are not fair use under United States copyright law or otherwise expressly permitted by these Terms and Conditions are prohibited without the express written consent of Publisher.
- Course pack copies: Copying of articles from the online edition for course packs is prohibited without publisher's express written permission; however, links to the online edition from online course syllabi or instructors' course web sites for courses taught at institutional subscribers that are academic institutions are permitted.
- Except as permitted elsewhere in these guidelines, subscribers are prohibited from entering into agreements with any parties who are not Authorized Users.

Disclaimer

THE ONLINE EDITION IS SUPPLIED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PUBLISHER, AMERICAN SOCIETY OF PARASITOLOGISTS OR ANY OF THEIR EMPLOYEES, OFFICERS, MEMBERS, AGENTS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE ONLINE EDITION, OR ON ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE ONLINE EDITION.

Choice of law and forum

To the extent permitted by the law of Subscriber's domicile, the use of the online edition, these Terms and Conditions, and all actions arising out of these Terms and Conditions shall be governed by the laws of the United States of America and the State of Kansas as if these Terms and Conditions were an agreement wholly entered into and wholly performed within the State of Kansas.

To the extent permitted by the law of Subscriber's domicile, all claims or actions arising out of or related to these Terms and Conditions or the use of the online edition shall be brought in a court of competent jurisdiction located in the State of Kansas.