

REGULATIONS FOR THE USE OF POLIMODA LIBRARY'S ONLINE RESOURCES

Online Resources: description and definitions

The Centro di Documentazione / Biblioteca "Matteo Lanzoni" di Polimoda has acquired a range of **Online Resources** and has decided to make them available to its students, teachers and other patrons.

Based on and in relation to the use of the **Online Resources** for the purposes of research, teaching and study, these guidelines envisage that:

1. to become an **Authorized User** of the Online Resources it is necessary to sign the present Regulations for acknowledgement and acceptance of the **Terms and Conditions** contained therein and submit to Polimoda a signed copy of the same;
2. access to and use of the Online Resources is only and exclusively granted for internal research or educational purposes and/or for personal and internal use;
3. any commercial or promotional use, distribution, publishing or exploitation of the Online Resources is strictly prohibited;
4. the Online Resources are provided on an "as is" and "as available" basis: Polimoda cannot guarantee that the Online Resources will be suitable for any particular purpose, the accuracy or completeness of all information, that the related system will operate error free or without interruption; the service may be withdrawn, suspended or amended without notice (e.g. for maintenance of the Online Resources or in case of an event beyond Polimoda's control). Any particular aspect of the Online Resources may be updated, modified or withdrawn at any time. Limits and / or restrictions may also be imposed on certain features and services or to the Online Resources access without notice;
5. Authorized Users do not acquire any ownership rights by using any material (content, code, data or materials) from or through the Online Resources;
6. for any other information, permitted uses, limits and penalties for the usage of these Online Resources, you are kindly requested to visit each Online Resource Regulation available at specific websites.

TERMS AND CONDITIONS

Permitted uses

Online Resources may be used by the Authorized Users only as follows:

1. In the event that User is a minor, the authorization is understood to be lawfully granted by Polimoda only if the request is advanced by a parent or in any case by the person entitled to exercise the parental authority;
2. contents of the Online Resources can be accessed and viewed only from Polimoda's premises, either from Polimoda computers or from Authorized Users' computers through the Polimoda WI-FI connection;
3. Authorized Users may:
 - 3.1 view, display, download or create printouts, digitally copy (including screenshots), print **only a reasonable portion** of the contents of the Online Resources, and, in any case, within the limits of the applicable copyright law, including the provision related to limits of reproduction;
 - 3.2 incorporate a reasonable portion - and in any case within the limits of the applicable copyright law, including the provision related to limits of reproduction - of the contents of the Online Resources, **with appropriate copyright notices or credit expressly mentioned**, in printed or electronic form, within academic research and teaching materials (including but not limited to projects, exercises, assignments, portfolios, theses, dissertations, tests, handouts, presentations, and secure internal electronic learning environments);

3.3 (for Polimoda Faculty only): incorporate a reasonable portion - and in any case within the limits of the applicable copyright law, including the provision related to limits of reproduction - of the contents of the Online Resources, **with appropriate copyright notices or credits expressly mentioned**, in printed or electronic form, within course packs and/or electronic reserves only for uses connected to the delivery of specific tuition programs;

4. single copies or prints of the Online Resources such contents can be made for personal / internal use only; any further use is strictly forbidden;
5. all contents of the Online Resources must, in any case, be used in compliance with the applicable copyright law, including the provision related to limits of reproduction.

Prohibited uses

By signing the present Regulations Authorized Users declare:

1. to undertake not to remove, obscure or alter any copyright and other proprietary notices (including but not limited to any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices), source acknowledgements, or other means of identification or disclaimers as they appear in the Online Resources;
2. to acknowledge that all marks that appear on the Online Resources or on or through the Online Resources' services, if any, are the property of their respective owners. Nothing contained on the Online Resources should be construed as granting, by implication or otherwise, any license or right to use any mark displayed on the Online Resources without the written permission of the third party that may own the applicable mark. The Authorized User is not permitted to use these marks without prior written consent of such third party which may own the marks; any misuse of the marks displayed on the Online Resources or on or through any of the Online Resources' services is strictly prohibited;
3. to undertake not use the Online Resources in violation of any intellectual property or other proprietary or legal rights, or use the Online Resources in violation of any applicable law; for the avoidance of doubt it is prohibited to publish, disseminate, sell, use the Online Resources, or any material acquired using the Online Resources, or provide access to the same, in any way that might breach the copyright or other rights of ownerships or its licensors;
4. to acknowledge that all downloading, printing and /or electronic storage (the latter if allowed by the system) of material retrieved through the Online Resources must be retrieved directly from the online-system for each and every print or digital copy;
5. to undertake not to systematically make multiple printed or electronic copies of portions of the Online Resources for any purpose except as permitted by the present regulations and any applicable law;
6. to undertake not to communicate, display or distribute any part of the Online Resources on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Polimoda Network.

Prohibited user conduct

By signing the present Regulations Authorized Users declare:

1. to undertake not to download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit the Online Resources;
2. to warrant and agree not to, while using the Online Resources:
 - a) impersonate any person or entity or misrepresent your affiliation with any other person or entity;
 - b) insert his/her own or a third party's advertising, branding or other promotional content into any of the Online Resources' content, materials or services, or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes;
 - c) attempt to gain unauthorized access to other computer systems through the Online Resources;

3. to agree that the Authorized Users shall:
 - a) not to attempt to engage in spidering, "screen scraping", "database scraping", harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Online Resources or the services offered on or through the Online Resources, including without limitation any information residing on any server or database connected to the Online Resources or the services offered on or through the Websites;
 - b) not to obtain or attempt to obtain unauthorized access to computer systems, materials or information through any means;
 - c) not to use the Online Resources in any manner that may interrupt, damage, disable, overburden, or impair the Online Resources or its services, including without limitation, sending mass unsolicited messages or "flooding" servers with requests;
4. to undertake not to misuse the Online Resources Contents, Platforms and / or Systems by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful;
5. to undertake not to, and not to permit any other person to copy any portion of the Online Resources Platforms and / or Systems;
6. to undertake not to, and not to permit any other person to Use the Online Resources Platforms and / or Systems to develop any database or other information.

Florence, _____

FIRST NAME AND SURNAME OF THE AUTHORIZED USER _____

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE _____

For further information regarding the Online Resources please contact the Polimoda Library library@polimoda.com

RELEASE AND WAIVER

The undersigned party _____, born in _____ on _____, who currently attends the _____ year of the course in _____ in Academic year _____ or teaches at the Association "Ente per le Arti Applicate alla Moda ed al Costume", hereinafter referred to as "**Polimoda Institute**" or "**Polimoda**"

HEREBY DECLARES

- that he/she is not a minor, and that he/she is aware of the legal consequences for false statements, being Polimoda fully indemnified and free from any damage, cost and/or burden, of any nature or entity, deriving - directly and/or indirectly – from the violation or inaccuracy, in whole or in part, of the present declaration;
- that he/she has read, understood, approved and signed the Regulations for the use of the Online Resources;
- that he/she fully accepts the terms and conditions, duties and prohibitions contained therein, also including each and every Online Resource Regulation available at specific websites, undertaking to always comply with the same at all times and under all circumstances while using the Online Resources;
- that he/she hereby undertakes to indemnify and hold Polimoda harmless from any dispute, disruption, claim or request that may be forwarded, claimed or proposed by third parties at any time, and in any form or location, with reference to:
 - 1) the use of the Online Resources by the undersigned;
 - 2) any breaches of the duties and prohibitions established by the above-mentioned regulations on the part of the undersigned party;
 - 3) any breaches of the legislation regarding copyright and all other relevant legislation in force on the part of the undersigned party, in addition to all direct or indirect consequential damage that can be caused to Polimoda by the above-mentioned breaches and, more in general, by the use of the Online Resources by the undersigned party.

Florence, _____

FIRST NAME AND SURNAME OF THE AUTHORIZED USER _____

SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE _____