Terms and Conditions of Use

Welcome to JSTOR, a digital library and platform for research located at jstor.org ("JSTOR Platform"). JSTOR also offers library collection management services (with the JSTOR Platform, referred to as the "Services"). JSTOR is a part of ITHAKA, a not for profit organization. Your use of the Services is subject to the following Terms and Conditions of Use ("T&C").

These T&C apply to individuals as well as institutions that license access to Services, including colleges, universities, secondary schools, public libraries, museums, foundations, government agencies, research centers, corporate/for-profit organizations and scholarly societies ("Institutional Licensee") or a consortium representing designated Institutional Licensees ("Consortia Licensee"). Institutional Licensees and Consortia Licensees may have variations of these T&C in their license agreement, which will supersede any difference in these T&C. If you have any questions about your Institutional Licensee's license agreement please contact your librarian.

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1 Who can use JSTOR?

Our "Authorized Users" are:

a. People with access through an Institutional Licensee. This includes i) walk-in users (people allowed to access the Services while on site at an Institutional Licensee) and ii) the following remote users:

- current students
- affiliated researchers and lecturers
- staff, including faculty, librarians, and administrators

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Privacy - Terms

- patrons of a public library or museum that has licensed remote access when JSTOR is able to offer this option
- members of a scholarly society
- alumni with a degree from an Institutional Licensee if that Institutional Licensee has added alumni to their license. Access will be for the content JSTOR includes in the alumni access license.

b. People who directly access the Services. This includes people who:

- register for a free, individual account that provides access to a limited number of available read-only JSTOR Collection Content items (defined below) for fixed periods of time ("Read Only Users");
- subscribe to our JPASS service, which provides unlimited read-only access to certain JSTOR Collection Content (defined below) and a limited number of downloaded content items per month ("JPASS Users");
- use JSTOR's related Constellate service as described in Section 3 below; and/or
- access openly available content on JSTOR, including Early Journal Content, the Open JSTOR Collection, and relevant parts of Shared Collection (defined in Section 3 below). ("Open Content Users").

2 What Services does JSTOR offer?

The Services include:

a. **Content:** JSTOR offers access to many types of scholarly content (referred to as "Content"), including:

i. **JSTOR Collection:** The following content selected by JSTOR's editors to be included in JSTOR, with access limited to Authorized Users who have a license to view this Content. The parts of the JSTOR Collection that you have a license to access are referred to as "JSTOR Licensed Content":

- "Books": electronic books in whole or in part, such as book chapters.
- "JSTOR Archive Collections Content": journal volumes and issues.
- "Primary Source Materials": World Heritage Sites: Africa; Struggles for Freedom: Southern Africa; 19th Century British Pamphlets; and Global Plants collections; and any other primary source materials curated by JSTOR.

ii. **Open JSTOR Collection:** JSTOR editors have selected the following content to include in an open model, where access is available to any Authorized Users who agree to these Terms and Conditions of Use:

- "Early Journal Content": journal content published prior to the last ninety-five years in the United States or prior to the last one hundred forty-three years if initially published internationally. For example, this means that in 2025, Early Journal Content will include content published prior to 1930 in the United States and prior to 1882 internationally.
- "Open Access Content": books, journals, primary source materials, as well as grey literature, including but not limited to research reports, white papers, working papers, policy papers, government documents, and newsletters.
- "Reveal Digital Content": collections curated by Reveal Digital editors consisting of periodicals, newspapers, and other historical materials for which JSTOR has obtained rightsholders' permission and/or which is being made available in reliance on fair use and/or other provisions of the United States' copyright or other laws.

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iii. **Artstor Collection and Open Artstor Collection:** The following collections consisting of image-based material selected by Artstor editors to include on the JSTOR Platform ("Artstor Content").

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- "Open Artstor Collection": Artstor Content that is made available on a free-of-charge basis.

iv. **Shared Collection and Individual Uploads:**

- "Shared Collection Content" is content, such as images, videos, audio files, texts, cataloging information, graphics, and all other materials contributed by Institutional Licensees and Authorized Users acting on their behalf and/or at their direction ("Shared Collection Contributor") in connection with JSTOR Digital Stewardship Services, described below. Note: JSTOR does not screen, select, or clear the rights to Shared Collection Content. Shared Collection Content includes content published to the JSTOR Platform, in the following categories selected by each Shared Collection Contributor:
  - "Open Shared Collection Content": Shared Collection Content that is open to all Authorized Users of JSTOR.
  - "Institutional Shared Collection Content": Shared Collection Content that is limited to the Authorized Users of the contributing Institutional Licensee.
- "Individual Uploads": Content that is uploaded by an individual Authorized User ("Individual Contributor") with access limited to such Individual Contributor or, at the Individual Contributor's direction, other Authorized Users at their institution who have a link to access the content. Individual Contributors are directly responsible for their Individual Uploads.

b. **JSTOR Digital Stewardship Services:** JSTOR offers JSTOR Digital Stewardship Services for Institutional Licensees that choose to license these services and their Authorized Users acting on their behalf, as described in the license agreement between Institutional Licensee and JSTOR. JSTOR Digital Stewardship Services includes Services for collection management, processing, and publishing as well as to access non-downloadable software tools provided by JSTOR through the JSTOR Platform (such tools referred to as "JSTOR Collection Management Software").

3 What can I do with Content?

a. You may use Content for research activities, including downloading or printing Content in reasonable amounts for non-commercial, scholarly purposes, and in the following ways (so long as you follow the prohibited uses in Section 4 below) (collectively the "Permitted Uses"). Note: once you download or print allowed types and amounts of Content, you may continue to retain and use that Content in accordance with these Terms and Conditions of Use:

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- sharing parts of Content with other individuals for the purposes of collaboration and discussion (for example, sending an individual Content item to a fellow scholar for the purpose of collaboration on a research project);
- if you are an author or other creator of a journal article in JSTOR Collection Content, incorporating your article into other databases or websites as long as you have any prior permission that may be needed from the publisher and/or other rights holders;

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- linking, specifically including stable URLs JSTOR provides for each Content item outside of the JSTOR Platform to facilitate or direct access (for example, incorporating a link to an assigned Content item into an online syllabi);

- use JSTOR's related Constellate service, on its platform https://constellate.org/ (https://constellate.org/) for certain types of text and data analysis specified in the Terms and Conditions of Use for the Constellate platform. The Constellate service includes content from several platforms including select JSTOR Content.

- for JSTOR Collection Content, interlibrary loan ("ILL"), specifically, requests your library makes on your behalf to another Institutional Licensee for an item within that collection. Institutional Licensees may fulfill such requests via secure means provided that such use is not at a volume that would substitute for a subscription to the journal or acquisition of access to a Book (for example, ILL of a Book will be restricted to a single copy of the requested Book chapter(s)); and

- use in accordance with the principles of fair use under Section 107 of the United States Copyright Act (https://www.copyright.gov/title17/92chap1.html#107) except as follows:

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    - For Shared Collection Content: JSTOR takes no position as to whether Shared Collection Content may be used pursuant to the fair use, educational exceptions or other similar provisions of the copyright laws or other intellectual property rights laws in the United States.

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- Open JSTOR Collection, Open Artstor Collection, and Shared Collection. The Open JSTOR Collection, the Open Artstor Collection, and Open Shared Collection Content may have terms of a Creative Commons license or other rights statement or license indicated in the copyright statement or metadata for the content and, if so, you may make whatever use those licenses or rights statements allow. Note: Shared Collection Contributors have the choice to select and apply a license or rights statement to their Shared Collection content as long as such license or rights statement does not impose any obligations, liability, or restrictions of any kind on JSTOR.

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- use or authorize the use of the Services, JSTOR Collection Management Software, or any Content for commercial purposes or gains, such as selling access to the Services, JSTOR Services, or any part of the Content. For JSTOR Collection content, this does not include research that may later be incorporated into something sold, for example, a book containing academic research. Artstor Content may not be used in commercially distributed materials (such as works published by a scholarly or commercial press);

- except for the Permitted Uses of sharing for collaboration or discussion or an author disseminating their own articles as described above, provide and/or authorize access to the Content or JSTOR Collection Management Software to people or entities other than Authorized Users, including but not limited to by incorporating Content items into open websites or databases;

- except as explicitly stated in the Permitted Uses stated above, use Content to train large language models or other generative AI technologies;

- make available JSTOR Licensed Content or Artstor Collection Content in a manner that would substitute for direct access to such content on the JSTOR Platform;

- use JSTOR Collections Management Software, JSTOR AI Features (defined in Section 7.d below), or other JSTOR Services to create or offer similar services and features;

- attempt to override, circumvent, or disable any encryption features or software protections employed by the JSTOR Platform or JSTOR Collection Management Software (for example, download restrictions for Read Only Users or JPASS Users);

- undertake any activity that automatically downloads or exports Content, including activities involving web scraping, web harvesting, web data extraction, or other methods used to automatically extract data from websites;

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- include copies of Content items directly in course packs, electronic reserves, repositories, or organizational intranets;

- for Artstor Collection, make any adaptation or modification of, or derivative work of an Artstor Collection item(s), unless such activity is done solely for teaching or learning purposes in a classroom setting or coursework for an Institutional Licensee's Authorized Users;

- modify, obscure, or remove any copyright notice or other attribution included in the Content;

- alter or modify any part of JSTOR Collection Management Software; access Shared Collection Content through any technology or means other than JSTOR Collection Management Software explicit means designated by JSTOR; modify, build upon, or block any portion or functionality of JSTOR Collection Management Software and/or JSTOR Platform; or use JSTOR Collection Management Software for the purpose of collecting or storing third-party personal information.

- upload, reproduce, transmit or distribute or cause JSTOR Collection Management Software or JSTOR Platform features to upload, reproduce, transmit, or distribute any software viruses, malware, ransomware, or other computer code, files, or programs designed to interrupt, destroy, degrade, or limit the functionality of any computer software, hardware, data, system, or telecommunications equipment;

- intentionally disrupt JSTOR Collection Management Software or the JSTOR Platform, servers, or networks;

- violate or infringe third-party rights, or applicable law or regulation, including regarding using Content, contributing Shared Collection Content, use of JSTOR Collection Management Software, or use of JSTOR AI Features (defined in Section 7.d below);

- engage in spamming or other large-scale actions that circumvent file size or volume limits that may be applied to JSTOR Collection Management Software;

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- attempt to override, circumvent, or disable any encryption features or software protections within JSTOR Collection Management Software or JSTOR Platform;

- directly or indirectly disassemble, decrypt, electronically scan, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive any source code from JSTOR Collection Management Software or JSTOR Platform features or permit, assist, or encourage any third party to do so; or

- make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use.

5 How does JSTOR ensure ongoing access to Content?

JSTOR provides for long-term preservation and access to scholarly materials for certain Content.

- Archiving of JSTOR Archive Collections Content. JSTOR provides long term preservation of the JSTOR Archive Collections, supported by an endowment, redundant storage and multiple back-up files. For items in the JSTOR Archive Collections Content that have print editions, JSTOR also has a dedicated repository at a participating institution to house and preserve the print copies under archival-quality conditions. For JSTOR Licensed Content, access will be available as long as a license is in effect and any applicable fees have been paid.

- Perpetual Access for Books. If an Institutional Licensee cancels or does not renew its Institutional Participation Agreement, JSTOR will provide access to the content of any previously licensed Books through either, at JSTOR's choice, JSTOR or its related service Portico.

- Ongoing Access to Artstor Collection. JSTOR intends to consistently maintain and make available the Artstor Collection or, if exigent circumstances require work to transfer the Artstor Collection to another nonprofit institution that will grant similar access (noting JSTOR will not be liable if such transfer is not made). On termination of a license to the Artstor Collection, i) all online access to Artstor Collection Content will end and ii) Institutional Licensees will destroy such content from its servers within 60 days of termination, taking reasonable steps to notify its Authorized Users of the termination of access. Following termination, Authorized Users may keep print or electronic copies of Artstor Collection Content for use consistent with these Terms and Conditions of Use including the permitted uses described in Section 3.

- Preservation of Shared Collection Content. If an Institutional Licensee has elected to preserve their Shared Collection Content or other content and materials in Portico's digital preservation service ("Preserved Collections"), this content will be preserved for as long as the Institutional Licensee continues to license that service.

6 What are my responsibilities to JSTOR?

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    - PEP Device (if applicable): A prison education or prison library program that licenses JSTOR access will also provide Authorized Users with the hardware and software necessary to do so at no charge to the Authorized Users. If you are an Authorized User of a prison education or prison library program and have been charged for equipment needed to access JSTOR, please let JSTOR know at support@jstor.org (mailto:support@jstor.org).

b. Unpermitted Use. Institutional Licensees or Authorized Users who become aware of unpermitted use of the Services or JSTOR Collection Management Software or a security breach affecting access to the Services or JSTOR Collection Management Software must notify JSTOR and work with JSTOR cooperatively to resolve the problem. If there is an unauthorized use or a violation of these Terms and Conditions of Use, JSTOR may, with Institutional Licensee's assistance when requested and practicable, suspend or terminate access to a specific user, IP address(es), or other authorization and authentication mechanisms used for the unauthorized use. If reasonably possible, JSTOR will contact the

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7 What level of service does JSTOR provide?

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b. JSTOR may occasionally withdraw JSTOR Collection Content, Open JSTOR Collection Content, or Artstor Content for a good cause, such as a legal claim regarding a specific item of such Content. JSTOR will try to minimize any inconveniences caused by such withdrawals but will not be liable for such withdrawals. For Institutional Licensees licensing JSTOR Collection Content or Artstor Collection Content, if JSTOR withdraws a material amount of such Content, Institutional License may ask in writing for a prorated refund or credit of its annual access fee under its applicable Institutional Participation Agreement or termination of its Institutional Participation Agreement without penalty. Individual Uploads or Shared Collection Content may be withdrawn by the contributor or by JSTOR as described in these Terms and Conditions of Use.

c. JSTOR will reasonably support industry standards and best practices for online information delivery as follows:

- the JSTOR Collection and Open JSTOR Collection may be produced by digitizing print textual material and is reasonably a complete and faithful replication of the print version of the Content in these collections;

- the JSTOR Platform and JSTOR Collection Management Software comply with Section 508 of the Rehabilitation Act and W3C WAI WCAG 2.2 Level AA to the extent stated in the accessibility conformance reports contained within our Voluntary Product Accessibility Template documentation at http://about.jstor.org/accessibility/ (http://about.jstor.org/accessibility/), with the understanding that (i) Primary Source Materials include a large number heavily visual forms of content where JSTOR will provide a magnification feature in an image viewer or, if that does not suffice, the metadata regarding such images; (ii) Reveal Digital Content contains scanned primary source materials that may be in partial compliance; (iii) Artstor Content consists of images and materials as they are contributed by third parties that intend to convey a specific sensory experience; certain web pages displaying Artstor Content may have only informational, rather than descriptive, alt text, and captions may not be available for video content; and (iv) Shared Collection Content and Individual Uploads may be in partial conformance, as the accessibility of such content is the responsibility of the third-party contributor and is outside of JSTOR's control (although Shared Collection Contributors agree to make reasonable efforts to ensure their Shared Collection Content complies with these standards).

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- the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards and is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

- COUNTER-compliant usage statistics will be made available to Institutional Licensees. In addition, for Shared Collection Contributors, JSTOR will provide a usage dashboard or usage administrator tools in JSTOR Collection Management Software for usage statistics on their Shared Collection Content.

d. For any Services that indicate they incorporate Artificial Intelligence (AI) technologies ("JSTOR AI Features"), you understand and agree that: (i) JSTOR uses third-party AI Technology to make available JSTOR AI Features, meaning, among other things, that JSTOR AI Features are subject to the development, accuracy, and reliability of such third-party AI Technology; (ii) you have the necessary rights and permissions to use your input with the JSTOR AI Feature; (iii) output may not always be accurate, error-free, complete, or otherwise suitable for your use; (iv) output may contain language, concepts, or imagery that does not represent JSTOR's views; (v) if the input is Content, the output will also be considered to be within the definition of Content; and (vi) you are solely responsible for reviewing output (including via human review as appropriate) for accuracy and appropriateness for your use and ensuring that your use of output does not violate any applicable law (including laws that may require labeling and/or transparency that output has been generated by AI technology) or these T&C. You agree that JSTOR may use, incorporate, reproduce, distribute, prepare derivative works of, display, and make available input and output from JSTOR AI Features to i) provide you with the JSTOR AI Features and other Services; ii) develop and improve JSTOR AI Features solely to the extent consistent with JSTOR's non-profit mission; and iii) comply with applicable law.

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notification or learns of the claim from another source, JSTOR may remove such content while the claim is reviewed.

9 To what extent is JSTOR responsible for its Platform and the Content?

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