

# OPEN JOURNAL SYSTEMS HOSTING

## TERMS OF SERVICE

### **Background**

As a service to The University of British Columbia (“**UBC**”) community and in support of the open dissemination of scholarly works, UBC will, subject to these Terms of Service (“**Terms**”), provide users (“**Users**” or “**you**”) with access to the Open Journal Systems (“**OJS**”) open source journal publishing platform located at [<http://ojs.library.ubc.ca/>] the (“**Platform**”). Access to the Platform will enable Users to self-publish and manage e-journals on UBC’s OJS hosting system (the “**OJS System**”).

### **Terms of Service**

These Terms govern your use of the OJS System and the services that are made available through the OJS System (collectively, the “**OJS Services**”). Please read these Terms carefully. By signing these Terms of Service , you are stating that you have read, understand, and agree to be bound by these Terms.

#### 1. **Legal Agreement**

The terms and conditions set forth in this document apply to all Users of the Platform and constitute a binding legal agreement (“**Agreement**”) between you and UBC.

#### 2. **Eligibility**

You represent and warrant that you are UBC faculty, staff or a UBC student. Changes over time to this connection will not necessarily constitute grounds for revocation of your use of the OJS Services.

#### 3. **Your Use of the Platform**

Upon acceptance of the Terms you will:

- a. be solely responsible for the creation, transfer and maintenance of your e-journal content on the Platform;
- b. use the OJS System solely for the engagement in and promotion of scholarly activities and you will adhere to recognized scholarly codes of conduct and ethical practices as well as the UBC Board of Governors policy #85 (Scholarly Integrity) as amended from time to time, a copy of which can be located at <http://www.universitycounsel.ubc.ca/policies/policy85.pdf>; and
- c. only use the OJS System in a manner that is consistent with the UBC Board of Governors policy#104 (Responsible Use of Information Technology Facilities and Services) as amended from time to time, a copy of which can be located at <http://www.universitycounsel.ubc.ca/policies/policy104.pdf>.

#### 4. **Originality of Work**

You represent and warrant that the material that you upload to the OJS System is original and that you are not violating any copyright.

5. **Charges for OJS Services**

At the present time, the OJS Services will be provided free of charge.

In the event of a decision by UBC to implement a fee structure for the OJS Services, UBC will amend these Terms and you will be required to agree to the new Terms prior to further use of the OJS Services.

6. **Disclaimer of Warranties**

You understand and expressly agree that use of the OJS system is at your sole risk. The OJS Services are provided on an “as is” and “as available” basis. UBC expressly disclaims all warranties of any kind, whether express or implied, with respect to the OJS Services. UBC makes no warranty that the OJS Services will meet your requirements or that the OJS Services will be uninterrupted, timely, secure or error free. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the OJS System is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

7. **Indemnity**

You agree to indemnify and hold harmless UBC, its officers, staff and employees from all claims, liabilities, damages, losses, costs and fees (including reasonable legal fees) made against UBC by any third party due to or arising out of or in connection with your use of the OJS System.

8. **Limitation of Liability**

You acknowledge that UBC shall not be liable for any damages, costs, or losses arising in any circumstances from your use of the OJS System including, without limitation, damages arising from the breakdown of technology, failure to install upgrades and difficulties with access to the OJS System.

9. **Access**

You agree that UBC may terminate your access to the OJS System without notice, if UBC determines, in its sole and absolute discretion that you have violated these Terms.

You accept and agree that UBC may disable access to any account and e-journal where the User uses the OJS System in violation of copyright law or in violation of these terms.

You may discontinue your participation in and access to the OJS System at any time upon providing UBC with three (3) months prior written notice. Upon doing so you may export your data from the OJS System. However, UBC retains the right to continue to host and/or archive all or some of your previously hosted content.

AGREED TO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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OJS System User