

# Islamic Sciences : Electronic Access License Agreement

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## *Whereas:*

CIS holds information on its web server and makes it available for access by subscribers.

The Subscriber wishes to access the information from the CIS web server.

## **1. Definitions:**

"Authorized User" current faculty, staff and students (for academic organizations) or current employees (for companies or other institutions) officially affiliated with the Subscriber at the Subscriber's Site.

*Islamic Sciences* (Online version): CIS periodical, published twice a year, in June and December, held in electronic form on computers attached to the internet.

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"Subscriber": an individual, institution or company who subscribes to or has purchased *Islamic Sciences* at the full institutional price. The Subscriber may also be an Authorized User.

"Subscription": The electronic version of *Islam & Science*, subscribed to or purchased at the full institutional price.

"Walk-in User": The walk-in public using workstations located in public areas of library facilities at the Subscriber's Site.

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Access to the Subscription will only be granted when payment for the Subscription has been received by CIS, either from the Subscriber or the Subscriber's agent.

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## **9. Termination:**

In the event of a breach of any of its obligations under this Agreement, the Subscriber shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from CIS. Within the period of such notice the Subscriber shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Subscriber fails to remedy such a breach within thirty (30) days, CIS may terminate this Agreement upon written notice to the Subscriber.

**10. Entire Contract:**

This Agreement constitutes the entire contract between the parties.

**11. Alteration of Agreement:**

The terms and conditions contained in this Agreement are subject to change at the discretion of CIS following thirty (30) days written notice to the Subscriber. Continued use of the Subscription by the Subscriber after notification of such changes shall be deemed to be acceptance of the changes by the Subscriber.

**12. Assignment:**

This Agreement may not be transferred or assigned to a third party by the Subscriber.

**13. Severability:**

Any provision in this Agreement prohibited unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement.

**14. Force Majeure:**

Neither party shall be responsible for any failure or delay in the performance of their obligations under this Agreement because of circumstances beyond their reasonable control.