

UoM e-Library: Terms & Conditions

Please read these Terms & Conditions ("Terms", "Agreement") carefully before using the UoM e-Library system accessible at <https://library.uom.ac.mu> (the "Service") operated by the University of Mauritius (UoM) (which will be referred as "us", "we", or "our").

This document informs you of our terms and conditions regarding the collection, use and disclosure of Personal Information we receive from users of the Service. We use your Personal Information only for providing and improving the Service. By using the Service, you agree to the collection and use of your information in accordance with this agreement.

Your access to and use of the Service is subject to your acceptance of and compliance with these Terms.

Disclaimer

THESE UoM e-LIBRARY TERMS & CONDITIONS GOVERN YOUR ACQUISITION AND USE OF THE UoM SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ACCEPTANCE FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Registered Users

The service is reserved to the members who wish to access resources made available through the Service. During the "Registration & Subscription", you will be asked to supply certain information including, without limitation, your name & your email address, whereby you agree to provide accurate and complete registration information. It is your responsibility to inform UoM of any changes to that information. Each registration is for a single individual only.

As a registered user of the Service, UoM grants you a non-transferable, non-exclusive and revocable access to use the Service according to these Terms and Conditions. Except as expressly granted herein or in any other agreement you have with UoM, you acquire no right, title or license in the Service or any Content or Submission accessed from or incorporated in the Service.

Certain content (including full text articles, books, journals) is accessible to registered users only, and is subject to payment of an applicable fee for certain specific categories of users.

(a) Payment Gateway

The Payment Gateway is utilized for effecting payment to gain access to the service made available ("Registration & Subscription "). The platform is integrated with the State Bank of Mauritius Payment Gateway and the bank is the sole responsible party to request and hold your credit card details. The UoM has no control over, and assumes no responsibility for, the content, privacy policies, or practices exhibited by the State Bank of Mauritius Payment Gateway.

Log Data

Like many service operators, we collect information that your browser sends whenever you visit our Service ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

Termination

Any access granted to you to use any Service is effective until it expires, until UoM terminates it, or until you provide notice to UoM of your decision to terminate it.

UoM reserves the right to block, terminate or suspend your access to the Service and/or the restricted content immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Accounts of UoM Part Time lecturers and Public users that will remain inactive for 30 days shall, without prior notice, be deactivated automatically and removed from our systems.

All provisions of these UoM eLibrary Terms & Conditions which by their nature shall survive termination, include, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Permitted Uses

Our Service does not allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content").

All content may be consulted online solely for personal, non-commercial use. In respect of the restricted content, you may only search, view, retrieve and display on screen the information.

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Nothing in these terms shall in any way exclude, modify or affect any of your statutory rights under intellectual property laws.

All rights not expressly granted to you by these terms are reserved to UoM.

Digital preservation policy

As a publisher in scholarly research, higher education and professional development, the UoM recognizes the roles of both librarian and publisher as custodian of scholarly content, and is committed to the preservation of the scholarship in its research for generations to come.

With this in mind, the journal, e-book and other e-Resources content are continually archived and preserved to allow perpetual access rights when needed and offer assurance to libraries and publishers that their shared investments are protected and preserved for the future.

Security

The security of your personal information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

You must keep the username and password confidential and not disclose that information to anyone else. You must take reasonable steps to keep your password confidential and secure. You agree to immediately notify UoM if you become aware of or have reason to believe that there is any unauthorized use of your password or account or any other breach of security. UoM may also use industry standard methods in order to verify your access rights. However, UoM is in no way liable for any claims or losses related to the use or misuse of your password or account due to the activities of any third party outside of our control or due to your failure to maintain their confidentiality and security.

Service Access

While we endeavour to ensure that the Service is regularly available 24 hours a day, UoM shall have no liability if for any reason our Service is unavailable at any time or period. Access to the Service may be suspended temporarily and without any notice in the case of a system failure, natural calamity, maintenance and repair or for reasons beyond our control.

Additional Terms

Additional terms and conditions may apply to purchases of goods or services, to specific portions or features of a Service, and to subscriptions or licenses with institutions with which you may be employed or affiliated. If there is a conflict between these Terms and Conditions and the terms that are posted for or applicable to a specific portion of the Service, for any service offered on or through the Service, or set forth in an institutional subscription or license agreement, the latter terms shall control with respect to your use of that portion of the Service, the specific service or the subscribed or licensed product.

Compliance with Laws

You agree to comply with relevant laws and regulations that apply to your use of the Services, Content or any Submission.

Severability

If any provision in these Terms and Conditions is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

Changes

This UoM eLibrary Terms and Conditions is effective as of January 2019 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. It replaces any prior agreement(s) and is effective between You and UoM as of the date of You first executing a Registration/Subscription for the Service.

We reserve the right, at our sole discretion, to modify or replace these Terms or any Services at any time and you should check this policy periodically. It is Your obligation to ensure that You have read, understood and agree to the most recent terms & conditions available on the Service. Your continued use of the Service after we post any modifications to the policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified policy.

If we make any material changes to this Privacy Policy, we will make every effort to communicate these changes to You via the service. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these UoM eLibrary Terms & Conditions, please contact us.

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