# Radiological Society of North America (RSNA) Subscription Terms of Use

The following Terms of Use govern all Users of Radiology, RadioGraphics, Radiology: Artificial Intelligence, Radiology: Cardiothoracic Imaging, and Radiology: Imaging Cancer institutional subscribers. There may be instances where we offer additional terms via a signed license agreement. By accessing the journals, you agree to be bound by these Terms of Use, which may be updated from time to time.

# **Terms and Policies Defined**

<u>Institution</u> is a single site college, university, school or hospital within one physical location. An institution that includes multiple sites accessing content will require a license agreement expanding these Terms of Use.

<u>Users</u> are individuals with a current, authenticated affiliation to the subscribing Institution. This includes full and part-time students and employees (including faculty, staff, affiliated researchers and independent contractors) plus other individuals who have permission to use the public computers on the subscribing institution's campus.

<u>Publisher</u> is the Radiological Society of North America, Inc.

<u>Journal</u> includes all journals published by RSNA: *Radiology, Radiology: Artificial Intelligence, Radiology: Cardiothoracic Imaging, Radiology: Imaging Cancer,* and *RadioGraphics.* 

### Access

Upon receipt of the Institutional subscriber's completed order and subscription fee, the Publisher will send a subscription activation email to the administrator. It is the administrator's responsibility to complete the activation process and register the institution's IP addresses. By purchasing a subscription to a Journal(s), the Institution agrees to the RSNA Terms of Use as defined below.

#### Terms of Use

Subscription Access: An online subscription permits unlimited simultaneous electronic Access to Journal content by Authorized Users for the entire subscription term. Subscription includes current year's content only. Secure proxy access requiring authentication from off campus locations is allowed. Access via open proxies and other non-authenticated proxy servers is prohibited.

Copyright: Unless otherwise noted, the Publisher holds the copyright to all materials published in Journals, both as a compilation and as individual articles. All Journal content is subject to "fair use" provisions of U.S. of applicable international copyright laws (<a href="https://www.copyright.gov/title17/92chap1.html#107">https://www.copyright.gov/title17/92chap1.html#107</a>). In order to reuse any Journal content outside of the "fair use" terms, permission must be obtained from the Publisher at <a href="mailto:permissions@rsna.org">permissions@rsna.org</a>.

Authorized Use: Authorized users are permitted to reproduce or disseminate journal content within the parameters of applicable copyright law.

- Downloading: Downloading, printing, or saving of Journal content for the purposes of research, teaching, and/or private study by Authorized Users is permissible. Systematic downloading (by robots or other automatic processes) is prohibited without explicit Publisher approval.
- Interlibrary Loan: Institutional subscribers may fulfill interlibrary loan requests from other institutions within the same country according to the Interlibrary Loan Code for the United States: <a href="ILL Code with Supplement 11-20-17">ILL Code with Supplement 11-20-17</a> updated-link.pdf. Redistribution of Journal content to non-authorized users is prohibited without prior Publisher approval.
- Accessibility: Publisher shall comply with the Americans with Disabilities Act (ADA) in a manner that does not compromise product accessibility. Publisher shall provide to Licensee a current, accurate completed Voluntary Product Accessibility Template (VPAT) to demonstrate compliance with accessibility standards (<a href="https://www.itic.org/policy/accessibility">https://www.itic.org/policy/accessibility</a>). If the product does not comply, the Licensor shall adapt the Licensed Materials in a timely manner and at no cost to the Licensee in order to comply with applicable law. Nothing in this Agreement shall limit the Licensee or any end user from making lawful, noninfringing uses to facilitate access to the Licensed Materials by users who have disabilities. For the avoidance of doubt, the Publisher authorizes such uses.
- Reprints: For permission to reprint or copy Journal content, please contact <a href="mailto:reprints@rsna.org">reprints@rsna.org</a>.

## Restrictions:

- Non-authorized users: Except as specifically provided elsewhere in these
  guidelines, Institutional subscribers are prohibited from making agreements for
  access to Journal content with individuals, organizations, vendors, affiliates, or
  partners, who are not Authorized Users.
- Commercial redistribution: No direct commercial re-use (e.g. downloading, posting of a file, or printing to sell or distribute to any non-authorized user) of any Journal content is permitted without prior written permission of the Publisher.
- Removal of copyright notice: Institutional subscribers agree not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use.
- Modification: Institutional subscribers shall not modify or create a derivative work of any Journal content without the prior written permission of the Publisher.

Artificial Intelligence: Institutional subscribers and Users may not use Journal
content in an artificial intelligence (AI) tool or large language model (LMM),
including but not limited to, training an AI tool or LLM; testing, processing, or
generation output; and/or developing any form of artificial intelligence tool.

Perpetual Access: Journal content is subject to a 12 month embargo period from date of online publication. If and when cancellation to a Journal subscription takes place, perpetual access to previously subscribed Journal content will not be available. For Post Cancellation Access, RSNA participates in the PORTICO service. Institutions are responsible for their own PORTICO service agreement. In addition, content added to *Radiology* Legacy Collection and *RadioGraphics* Legacy Collection requires a paid purchase to the specific Collection and is not included in an Institutional subscription.

Authentication: Institutional subscribers will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed Journal content online.

- IP addresses: Institutional subscribers affirm that all Internet Protocol ("IP")
  addresses provided for use of online Journals are controlled by the Institution
  exclusively for Internet Access by Authorized Users.
- IP Addresses must be limited to the site(s) as confirmed as having access to subscription content.
- RSNA offers the following access options:
  - o IP authentication
  - o IP authentication / LOCKSS web crawler
  - o IP authentication / EZ Proxy
  - o Trusted proxy authentication
  - Open Athens and Shibboleth (institution must provide RSNA with IDs)
  - o LibLynx for remote access (institution must provide RSNA with URL)
  - Access tokens (available upon request)

Abuse: If Institutional subscribers become aware of unauthorized access to Journals, they will notify the publisher within 5 business days and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to withhold, suspend, or terminate access to any or all Journal content, without liability. Access may also be blocked if unauthorized use is detected by Publisher.

Archiving/Preservation: The online versions of the Journal(s) are processed and available to libraries for preservation in Portico. This system provides an electronic archive for all RSNA content and provides perpetual access to this content. Fees associated with access to Portico services are the responsibility of the Institution.

Technical Access: Publisher intends for Journal web sites to be available 24 hours per day, 7 days per week. Publisher will not be liable for damages or refunds should a site become unavailable temporarily or access to a site becomes slow or incomplete due to system back-up procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make Journal content inaccessible to Institutional subscribers. Publisher will make reasonable

efforts to notify Institutional subscribers of any unusually extended interruptions and will make attempt to restore access to sites as soon as possible.

Warranty: Publisher affirms that it has obtained any and all necessary permissions to license Journal content, and that use of such content by Authorized Users in accordance with these guidelines shall not infringe the copyright of any third party. While the Publisher seeks to ensure the accuracy of content posted online, the Publisher does not warrant or guarantee its accuracy, completeness, merchantability, or fitness for a particular purpose. Neither the Publisher nor Institutional subscribers shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Journal content.

Severability: If any portion of these Terms of Use are deemed invalid, illegal, under dispute, unenforceable or in conflict with the law of any jurisdiction, the rest of the provisions shall remain applicable.

Disputes: In the event of any dispute or controversy arising out of or relating to these Terms, the Publisher and Institutional subscriber agree to exercise their best efforts to resolve the dispute as soon as possible. Any dispute that cannot be resolved by mutual agreement shall be subject to mediation or binding arbitration subject to the jurisdiction nearest to the Publisher's headquarters. Both parties shall, without delay, continue to perform their respective obligations that are not affected by the dispute.

# **Privacy**

RSNA handles all personally identifiable information in accordance with the RSNA Privacy Policy: <a href="https://www.rsna.org/about/rsna-privacy-policy">https://www.rsna.org/about/rsna-privacy-policy</a>.