UNWTO E-Library Terms and Conditions

These Terms and Conditions are between you and/or your organisation, hereinafter “Customer”, and the World Tourism Organization (UNWTO).

Grant of Access and Usage

1. In consideration of the Subscription Fee, and the agreement to abide by these Terms and Conditions, the UNWTO grants the Customer a non-exclusive and non-transferable right to access and display
   1. on a secure internal network, for use by Authorised Users only, the online service “E-Library” and the titles and content contained therein which have been subscribed to (hereinafter referred to as the “Works”) in the case of a Network Access Subscription;
   2. on one single computer, for use by Authorised Users only, the online service “E-Library” and the titles and content contained therein which have been subscribed to (hereinafter referred to as the “Works”) in the case of a Single Access Subscription.
2. The Works may be accessible either directly from the UNWTO itself, or from a designated representative. Regardless of the method of access, the terms and conditions, as described in these Terms and Conditions, shall remain in force.
3. The UNWTO enjoys all rights granted herein, and reserves all those not expressly granted to the Customer.
4. “Authorised Users” are defined as being
   1. for academic and not-for-profit organizations, members of faculty or staff, either permanent, temporary, contract or visiting, or students, or other permitted persons;
   2. for all other organizations – current members of staff, whether on a permanent or temporary contract basis.

Ownership of Material

1. Title and ownership of the Works remains the UNWTO’s. Any copies made (as permitted within these Terms and Conditions) should clearly state so, and
indicate the ownership of the intellectual property rights.

Copy Restrictions

1. The Works are the subject of copyright. Unauthorized copying, including any modification, adaptation, translation, fragmentation or derivative work is not permitted without prior written consent from the UNWTO. The Customer will be held legally responsible for any copyright infringement, which is caused or encouraged by failure to abide by the terms of these Terms and Conditions.

2. Subject to these restrictions, a single copy of the Works subscribed to may be made, for the purpose of backing up, maintenance of service and archiving. Copies of single articles or chapters may also be made for internal purposes only, such as coursework or training, but not complete publications. Inter-Library Loan, performed electronically, may also be made solely on a non-commercial one-off basis.

Subscriptions fee

1. These Terms and Conditions are effective, providing the requisite Subscription Fee has been paid. For online access to be enabled, it is necessary that the relevant registration information is sent to the UNWTO. The required details can be found under “How to subscribe” on the E-Library home page. The Subscription Fee is due with receipt of invoice. The Subscription Fee does not comprise any sales tax, tax on the use, value added tax or similar taxes, and the Customer shall be liable for any such taxes if applicable.

User restrictions

1. Transmission to any third party who is not an Authorized User, via Internet, World Wide Web, E-mail, or any other similar technology, is also expressly forbidden. No commercial usage or redistribution is permitted. For more information contact elibrary@unwto.org

Transfer Restrictions

1. Access to the Works is granted solely to the Customer and may not be transferred without prior written consent from UNWTO. Any authorized transferee shall be
bound by these Terms and Conditions and limited warranty. In no event may the Works be transferred, assigned, rented, leased, sold or otherwise disposed of on a temporary or permanent basis, except as expressly provided herein.

Termination

1. Upon termination, the Customer may continue to have use to the Works, for which the full Subscription Fee has been received. However, the grant of access and usage will automatically terminate if any provision of these Terms and Conditions is not complied with. In this eventuality, the Customer must cease distribution and use of the material, and destroy all backup copies.

Limited Warranty and Disclaimer of Warranty

1. The UNWTO does not warrant, guarantee or make any representations, either expressly or implied, regarding, but not limited to, the correctness, accuracy, reliability, currentness, merchantability, fitness of use for a particular purpose, or otherwise, of the Works – they are supplied “as is”. 

2. The UNWTO shall not be liable for any direct, indirect, consequential or incidental damages (including, without limitation, damages for loss of business profits, business interruption, or loss of business information) arising out of the use or inability to use the Works by the Customer and, or Authorized Users. 

3. Irrespective of cause or form of any legal action, the liability of UNWTO will not exceed the annual subscription price paid by the Customer for the title/s in dispute.

Service Commitment

1. The UNWTO retains the right to alter the content of the Works at any time. However, UNWTO will use all reasonable endeavours to ensure that the Works are available to the Customer and its Authorized Users on a 24 hour basis (except for routine maintenance) once the Subscription Fee has been received, and that any interruption will be resolved as quickly as possible.
General Provisions

1. The Customer acknowledges having read these Terms and Conditions and limited warranty, understood them and by paying the Subscription Fee agrees to abide by them.

2. The Customer also agrees that the Terms and Conditions and limited warranty supersede all proposals and/or prior agreements, oral and written, and any other communications between the parties relating to the subject matter of the Terms and Conditions or limited warranty.

3. The Customer shall not, in any manner whatsoever, use the name, emblem or official seal of UNWTO or the UN, or any abbreviation of the name of UNWTO or the UN in connection with its business or otherwise without the prior written permission of UNWTO. Under no circumstances shall authorization be provided to use the name, emblem or official seal of UNWTO or the UN, or any abbreviation of the name of UNWTO or the UN, for commercial purposes. This obligation does not lapse upon termination of the Agreement.

4. The present Agreement will be construed in accordance with general principles of International Law, to the exclusion of any single national law.

5. Any dispute, controversy or claim arising out or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with UNCITRAL Arbitration Rules. The parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

6. Nothing in or relating to this Agreement shall be deemed to represent a waiver of the Privileges and Immunities of UNWTO.