Taylor & Francis and Cogent OA Research Portals – Terms of Use

Welcome to the Taylor & Francis and Cogent OA Research Portals. This page (together with the documents referred to on it) tells you the terms (“Terms”) on which you may use, register as a user of and upload material and content to the Research Portal websites at https://rp.tandfonline.com and https://rp.cogentoa.com (the “Sites”).

Please read these Terms carefully before using, registering as a user of and/or uploading any material or content to the Sites. You should understand that by using, registering as a user of and/or uploading any material or content to the Sites, you signify your acceptance of the Terms and that you agree to be bound by them. If you do not agree to these Terms, please refrain from using or visiting the Sites. We recommend that you print a copy of these Terms for future reference.

Part I – Using the Sites

Information about us

The Sites are owned and operated by Informa UK Limited ("Informa," "We," or "Us") whose registered office is at 5 Howick Place, London, SW1P 1WG. We are registered in England and Wales under company number 1072954.

Other applicable terms

These Terms refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using our Sites, you consent to such processing and you warrant that all data provided by you is accurate.

- Our Cookie Policy, which sets out information about the cookies on our site.

Accessing the Sites

Whilst We endeavour to ensure that the Sites are normally available 24 hours a day, access to the Sites is provided on a temporary basis, and We reserve the right to withdraw or amend the service We provide on the Sites without notice. We will not be liable if for any reason the Sites are unavailable at any time or for any period.

We may update and change our Sites from time to time. If the need arises, We may suspend access to either or both of the Sites, or close them indefinitely.

You are responsible for making all arrangements necessary for you to have access to the Sites, including the arrangement and acquisition of software, hardware, and any necessary internet connection and telecommunications equipment. You are also responsible for ensuring that all persons who access the Sites through your internet connection are aware of these Terms and that they comply with them, and you also understand that you and not Us are responsible for all electronic communications and content sent from your computer to Us.

Registration

Our Sites are made available free of charge. Access to the Sites is restricted to registered
When logging in for the first time, you will be asked to enter your ORCID login name and password. We will then ask you for permission to access your ORCID profile. Once you have given the necessary permissions, we will retrieve information from your ORCID profile and use it to pre-populate the relevant fields in the registered user application form. This information may include your email and postal address as well as information about your employer, education and funding. You may amend any information that is pre-populated in the application form prior to submitting it, and any amendments you make will not be passed on to your ORCID profile.

You confirm that all the details supplied by you when you register are accurate and complete. You agree to notify the Taylor & Francis Online helpdesk (rpsupport@tandf.co.uk) promptly of any changes. Should you make any significant change to your details, you must notify Us not less than ten (10) days before the change takes effect.

You must treat any passwords used to access the Sites as confidential and you must not disclose them to any third party. You must inform the Taylor & Francis Online helpdesk (rpsupport@tandf.co.uk) immediately if you have any reason to believe that any of your passwords have become known to someone not authorised to use them. If We reasonably believe that there is likely to be a breach of security or misuse of the service or your account, We may suspend your account and will notify you accordingly.

We have the right to cancel your registration on the Sites at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

Viruses, hacking, and other offenses

You must not misuse the Sites by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Sites or any part of them, the server on which the Sites are stored, or any server, computer, or database connected to the Sites. You must not attack the Sites via a denial-of-service attack or a distributed denial-of-service-attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Sites or due to your downloading of any material posted on them, or any website linked to them.

Linking to the Sites

You may link to our home pages provided you do so for non-commercial purposes and in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists or in a way that makes material or content available to a third party who would not otherwise have free access to it.
The Sites must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

Links from the Sites

Where the Sites contain links to other sites and resources provided by third parties, these links are for your information only. We have no control over the contents of these sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Our liability

The Sites are provided on an “as is” basis. Subject to the below, Informa excludes all liability whether in contract, tort (including liability for negligence), or otherwise for the suitability, accuracy, or fitness for any purpose of the Sites and limits its liability for any other liability under these Terms or any related agreement to the fees payable by you for the element of the Sites found to be in breach of these Terms.

Subject to the below, We exclude all liability for loss of business revenue or profits, anticipated savings, or wasted expenditure, corruption, or destruction of data or for any indirect or consequential loss whatever.

Informa does not limit or exclude its liability for death or personal injury caused by its negligence or any other liability the limitation or exclusion of which is prohibited by law.

Save as expressly permitted in these Terms, all warranties, conditions, or other terms implied by statute, common law, or otherwise are excluded by Informa to the fullest extent permitted by law.

The content on our Sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Sites.

Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our Sites is accurate, complete or up to date.

Information about you and your visits to the Sites

We process information about you in accordance with our Privacy Policy. By using the Sites, you consent to such processing and you warrant that all data provided by you is accurate.

Part II – Intellectual property and licences

Intellectual property

We are the owner or the licensee of all intellectual property rights in our Sites, and in the material and content published on it. Those works are protected by copyright laws and other intellectual property laws and treaties around the world. All such rights are reserved. We grant you a limited, non-exclusive licence to access and make personal use of the Sites, subject to the Terms and solely to the extent reasonably necessary in order for you to use the services We provide on the Sites. The Sites and any part of them may not be reproduced,
copied, downloaded, sold, resold, used or otherwise exploited for any commercial purpose without our express written consent.

**Trade marks**

Taylor & Francis, Cogent and the associated logos are trade marks of Informa UK Limited and its affiliated companies. You are not permitted to use them without our approval.

**Uploading content to our Sites**

When you upload content to our Sites, you retain all of your ownership rights in your content, but you are required to grant Us (and, where applicable, other users of the Sites and third parties engaged in providing the services offered on the Sites) a limited licence to use, store, copy, distribute and make available that content for the purpose of fulfilling the services We provide on the Sites. You also agree to waive all moral rights in relation to your content for the purposes of the licence set out above. If you are not willing or in a position to grant such a licence to Informa, please do not upload your content to our Sites.

You must ensure that any content that you upload to the Sites does not infringe any intellectual property right, or other right, of any other person, and that where relevant you have obtained all necessary third party permissions to allow the content to be used, stored, copied, distributed and made available for the purpose of fulfilling the services We provide on the Sites as outlined above. By uploading any content, you are warranting that either you own the rights to the content and/or that you have taken all such steps as may be necessary to obtain the rights outlined above, and you agree to indemnify Us for any breach of these warranties. We have the right to disclose your identity to any third party who is claiming that any content uploaded by you to our Sites constitutes a violation of their rights, including their intellectual property rights and right to privacy.

You are solely responsible for securing and backing up your content. Uploading content to the Sites does not guarantee the content will be accepted for publication.

**Part III – General**

**Written communications**

Applicable laws require that some of the information or communications We send to you should be in writing. When using the Sites, you accept that communication with Us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Sites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This communication does not affect your statutory rights.

**Confidentiality**

You agree to keep confidential all information concerning the business or affairs of Informa. This does not apply to any disclosure required by a court or regulatory body of competent jurisdiction, trivial information, or information already publicly available or demonstrably in your possession at the time of disclosure (other than as a result of breach of any confidentiality obligation).
Notices

All notices given by you to Us must be given to Informa at rpsupport@tandf.co.uk. We may give notice to you at either the email or postal address you provide to Us when placing your order. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent or three days after the posting of a letter. In proving the service of any notice, it will be sufficient to prove in the case of a letter that such letter was properly addressed, stamped, and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Transfer of rights and obligations

These Terms are binding on you and Us and on our respective successors and assigns.

You may not transfer, assign, charge, or otherwise dispose of any of your rights or obligations arising under these Terms or any such contract, without our prior written consent.

We may transfer, assign, charge, sub-contract, or otherwise dispose of any of our rights or obligations arising under these Terms or any contract arising related to your use of the Sites, at any time.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an event outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, regulations, or restrictions of any government.

Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

Waiver

If We fail, at any time, to insist upon strict performance of any of your obligations under any of these Terms, or if We fail to exercise any of the rights or remedies to which We are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default and no waiver by Us of any of these
terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the “Notices” clause above.

Severability

If any of these Terms or any provisions of a contract are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding, or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking, or promise given by the other or implied from anything said or written in negotiations between us prior to such contract, except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party’s only remedy shall be for breach of contract as provided in these Terms.

Our right to vary these Terms

We have the right to revise and amend these Terms or any clause contained within them from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities except that such revisions or amendments do not apply to any dispute between you and Us arising, or arising out of events occurring, before the date of such revision or amendment.

Law and jurisdiction

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and We agree that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms, their subject matter or their formation.

These Terms of Use were last updated in September 2016.