

Terms of Use for the Scholars@Duke Widgets/API

Scholars@Duke allows users to interact with Scholars@Duke data and services through an API. These Terms and Conditions of Use will apply to your use of the Scholars@Duke APIs. By using the API, you are agreeing to these Terms and Conditions of Use. Duke reserves the right to modify these Terms and Conditions at any time. The most updated Terms and Conditions of Use will be posted on this website.

1. Permitted Uses

Users of the Scholars@Duke API may

- i. query the API;
- ii. download resulting aggregated output to view and use for personal and scholarly uses;
- iii. develop and share applications based on the output of the API for personal or scholarly uses;

2. Prohibited Uses

Unless specifically authorized by the Faculty Data Project at Duke University, users may not

- i. attempt to override, circumvent, or disable any encryption features or software protections employed in the API;
- ii. undertake any activity that may interfere with, disrupt or otherwise burden the Scholars@Duke site;
- iii. distribute or make available a significant portion of downloaded Scholars@Duke content as part of the creation or provision of a database; or
- iv. make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use.
- v. make any commercial use of the API or contents obtained by the API;

3. Attribution

Users who display or otherwise distribute output or information obtained from or in connection with the API must credit Scholars@Duke and Duke University.

Duke does not assert rights in the metadata made available through Scholars@Duke. It is our belief that most of this metadata is not protected by copyright because it either expresses only objective facts (which are not original) or constitutes expression so limited by the number of ways the underlying ideas can be expressed that such expression has merged with those ideas.

However, some data made available through Scholars@Duke was obtained from third parties who do make assertions of rights over their content. Accordingly, while we encourage scholarly, academic and research uses of Scholars@Duke data, we cannot affirmatively grant permission. Users are encouraged to make their own copyright and risk assessment and to, when appropriate, rely on fair use.

While you are not required to attribute Scholars@Duke for any uses you make, we encourage you, when reasonably possible, to attribute your use as follows:

"Scholars@Duke, Duke University, <https://scholars.duke.edu/>"

4. Warranty and Indemnity

You represent and warrant that your use of the Scholars@Duke API will not infringe any patent, copyright, trade secret or other proprietary right of any third party and will not contain a virus, spyware, or other harmful component. You agree to indemnify and hold Duke harmless from any and all liability and costs incurred in connection with any claim arising out of your breach of this representation and warranty and these Terms and Conditions of Use. You will cooperate as fully as reasonably required in the defense of any claim. Duke reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5. Disclaimers

The Scholars@Duke site, content, and API are provided on an "as is" basis, and Duke disclaims any and all other warranties, conditions, or representations of any kind (express, implied, oral, or written) relating to the API, content, or any other parts of this site, including without limitation, any and all implied warranties of non-infringement, accuracy, quality, performance, compatibility, merchantability, or fitness for a particular purpose. Duke makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Duke further disclaims any liability and make no warranties with respect to any errors or omissions or third party claims regarding the content and further disclaims any liability and makes no warranty with respect to any claims and/or threatened claims (including intellectual property rights claims and/or threatened claims) relating to links between the API site and other sites and/or the content on such linked sites and any and all uses of the content.

6. Governing Law

These Terms and Conditions of Use will be interpreted and construed according to North Carolina law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction, and venue will lie exclusively in the federal and state courts of North Carolina, excluding any such laws to the contrary.

7. Termination

Any use of the API beyond the scope or in violation of these Terms and Conditions of Use, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of your access to the API from your IP address, without notice and at Duke's sole discretion. In addition, Duke may terminate access to the API for any reason or no reason in its discretion.

8. Duke reserves the right to modify these Terms and Conditions, or any aspect of the Scholars@Duke or Scholars@Duke API at any time. Notice that modifications have been made shall be posted to this page. Your continued use of the Scholars@Duke site and Scholars@Duke shall be considered acceptance of such modified terms.