

Legimus - Terms of Use

1. Introduction

- 1.1 The Swedish Agency for Accessible Media (*Myndigheten för tillgängliga medier*, “**MTM**”) is committed to ensuring access to literature, news and community information for everyone in accordance with their individual circumstances, regardless of reading ability or functional impairment.
- 1.2 MTM’s production of, and provision of access to, content in the form of, for example, talking books, Braille books and e-textbooks (“**the Content**”) is conducted pursuant to Ch 2, Sections 17–17a and 17e of the Swedish Act on Copyright in Literary and Artistic Works (*Lag [1960:729] om upphovsrätt till litterära och konstnärliga verk*) (“**the Restrictions**”).
- 1.3 The Restrictions entitle MTM to produce and provide access to adapted copies of the Content to individuals with a functional impairment, the nature of which means they require such access in order to be able to assimilate the Content (“**the User**”).
- 1.4 MTM provides the Content to the User via the Legimus library service.
Legimus is a digital library from which the User is entitled, within the scope of the Restrictions and these Terms of Use, to download or stream the Content, either via a web service or via the applications provided by MTM at that point in time.
- 1.5 These Terms of Use govern the User’s use of Legimus. By accepting these Terms of Use, Users enter into a binding agreement between themselves and MTM.

2. Access to Legimus – registration of a Legimus account

- 2.1 The User must follow the instructions and procedures that MTM prescribes at that point in time before it grants the User access to Legimus.
- 2.2 The User’s use of, and access to, Legimus is subject to two conditions: the User must agree to comply with these Terms of Use, and MTM must then grant access to Legimus.
- 2.3 Use of Legimus requires that the User has a personal Legimus account with a personal login.
- 2.4 The User undertakes to keep all personal and contact details in the Legimus account up to date.

- 2.5 The User confirms that they have provided accurate, complete and current information prior to the registration of their Legimus account including, but not limited to, the application process.
- 2.6 The User's access to the Content (regarding course literature, for example) may be affected by which library the User is affiliated to, as well as by whether the User has been admitted to, and is pursuing, higher education. The User undertakes to notify MTM immediately if their student status ceases.
- 2.7 The User undertakes to immediately notify MTM if they no longer have a functional impairment that means they are eligible under the Restrictions.

3. The User's access to, and use of, Legimus

- 3.1 The Legimus service is personal and is provided for non-commercial use.
- 3.2 The User undertakes not to provide access to Legimus to anyone else, and to manage the Content and their login details in a secure manner so that no other person can gain access to them.
- 3.3 Access to, and use of, Legimus requires that the User has access to an internet connection and a technical device (such as a computer or mobile phone) that is compatible with the technology provided by Legimus at the relevant time and which enables streaming and temporary downloading of files. The technical devices required to use Legimus and an internet connection are not provided by MTM. Nor will MTM reimburse any data charges incurred while using the service.
- 3.4 Within the scope of the service, the User is entitled to access and use Legimus and to assimilate the Content for their personal and non-commercial ends. The User undertakes:
- a) only to use the Content in Legimus in a manner that meets their individual needs.
 - b) not to reproduce, make available or otherwise provide access to all or part of the Content to any person other than themselves. The User is free, however, to obtain assistance, as necessary, from a support person in order to be able to use Legimus within the scope of the Restrictions.
 - c) not to manipulate or otherwise alter the Content or circumvent technical protection measures linked to protection of the Content in Legimus, unless the right to do so arises from mandatory law. The User must always inform MTM if they consider that such a right exists.
- 3.5 By downloading or streaming an individual title in Legimus, and thus being able to access its Content, the User gives rise to a loan of the Content in question. From the moment the Content has been downloaded or streaming has been initiated by the User, the User may borrow an individual title for a period of six (6) months. Should the User wish to continue access to said Content, they must borrow the title in question again, whereupon a new loan period of six (6) months commences.

3.6 MTM reserves the right to, at any time, amend, suspend, update and/or discontinue functions in Legimus including but not limited to functions, features, content and visual appearance, as well as to otherwise carry out maintenance of the service. Accordingly, MTM has sole disposal of the Content in Legimus (for example including, but not limited to, the removal and addition of titles in Legimus,).

4. Penalties and other measures in the event of breaches of Terms of Use

4.1 In the event of misuse of Legimus, actions in breach of these Terms of Use or of MTM instructions, or of a reasonable suspicion of such actions, MTM is entitled to suspend User access to Legimus and to take any other relevant legal measures.

4.2 For greater detail, see also MTM guidelines on the management of misuse, which are available on the MTM website. The User may also, upon request to MTM, have the current guidelines on the misuse-management procedure posted to their home address.

5. Processing of personal data

The User's personal data are processed in accordance with current MTM privacy policy, which is available on the MTM website, as well as with relevant legislation.

6. Rights to the Content

All intellectual property rights, including but not limited to copyright of the Content, remain with original rights holders. The User undertakes not to act without authorisation in contravention of another party's rights including, but not limited to, unauthorised use of the Content beyond those rights specified in the Restrictions.

7. Contact

Swedish Agency for Accessible Media (MTM).

Email: info@mtm.se.

Tel: 040-653 27 10.

8. Amendments to the Terms of Use

MTM reserves the right to make amendments to these Terms of Use. Should MTM exercise this right, at least 30 days' notice must be given before such amendments come into effect.