

# Terms of Use

The Archive of Digital Art

[www.digitalartarchive.at](http://www.digitalartarchive.at)

2023/2024

## 1. General

The Archive of Digital Art ([digitalartarchive.at](http://digitalartarchive.at)) serves the purpose to document as well as disseminate digital art and to foster the collaborative exchange on related issues. In particular, data is collected on artworks, events, artists and scientists, who deal with Digital Art and art and science. It enables the storage, management and long-term archiving of media files, in particular graphics, video, text, and audio files for non-commercial purposes, e.g. for teaching and learning. Furthermore, the "ADA community" offers its "Members" an internal message system and enables them to pursue activities and events organized by other "Members". At [digitalartarchive.at](http://digitalartarchive.at) there are three User levels: Administrators, Member of the Community ("Member") as well as Anonymous/Public Users. The scope of services as well as access rights of a User varies, depending on the user level. In the following, the Head of the Archive is referred to as "Service Provider" and the user as "User".

## 2. User

1. *Administrator*: He/She has unlimited access rights, such as reading, modification and authoring rights to all files stored on [digitalartarchive.at](http://digitalartarchive.at). He/She sets up Artist and Scholar pages and assigns passwords. He/She can edit and delete any existing information in the database.

2. *Member*: He/She has registered himself under [www.digitalartarchive.at](http://www.digitalartarchive.at) by means of the registration form, see: [www.digitalartarchive.at/community/join](http://www.digitalartarchive.at/community/join). During the registration he shall be required to give truthful and complete information about his name, place of residence, profession, institution, year of birth and email address. In order to be able to register, the Member requires an email address and a password of his choice. There is no entitlement to registration. The decision to grant or refuse registration is solely done by the Administrators of [digitalartarchive.at](http://digitalartarchive.at) on the basis of the information given in the registration form ("Registration form"). By registering, the Member accepts these Terms and Conditions for all objects, information, comments and works, which he has uploaded or published or are attributable to persons under his influence or legal sphere. After registering, he/she shall have the right to generate a profile, which is publicly available to create content, especially upload and save graphics, video, text and audio files; to exchange ideas with other Members and comment on the contributions of other Members; to delete or to alter at any time his personal data as well as contents and contributions he/she has authored. However, the publicly viewable database entries, which concern his own person, can only be deleted upon personal request to the Administrators. Within the member-level, distinction is made between the

following member types: Artist (collective), Scholar, Curator and Institution. The mentioned member types differ in terms of their access rights and their representation.

The **Artist (collective)** at the time of his/her registration has at least completed three exhibitions and/or can demonstrate three publications concerning his work. A password assigned by the Administrator enables him/her to log into the "ADA Community." He/She is given an own user profile, which is publicly displayed in the Archive of Digital Art and which he/she is able to edit via his/her account. He/She can use the Community features, subscribe to news and use the internal messaging system. He/She can add his/her own works to the archive and upload media objects. Media objects are i.e. images in "jpeg" format and videos and audio files in "mp4" format.

The **Scholar** has published at least three scientific papers on the subject of Digital Art and/or has organized as a **Curator** at least three topic relevant exhibitions. The **Institution** demonstrates involvement in Digital Art or the Art & Science field. A password assigned by the Administrator enables login to the "ADA Community." These Members are given an own user profile, which is publicly displayed in the Archive of Digital Art, and which they able to edit via their account. These Members can use the community features, subscribe to news and use the internal messaging system. These Members differ from Artists in that they cannot upload any artwork records and therefore cannot add any own works to the archive.

*3. Anonymous User / Public User:* He/She has the right, without prior registration, to visit the publicly accessible part of digitalartarchive.at. He/She only has an authorization to read the objects stored in the publicly accessible areas of digitalartarchive.at. He/She has no access to the "ADA Community".

### **3. Commitment of the Members to lawful conduct**

The Service Provider shall offer the Member the opportunity to upload content to the database and to interact with other Members. The Member shall assure not to misuse the services of the Service Provider. The Member shall adhere in particular to the following rules: All information entered in the profile of the Member is at his own risk. All entries on the respective profile page of a member are public and therefore also for Anonymous/Public Users visible. Only the registration name (first and last name of the Member), year of birth, the associated institution (affiliated institution), patents / portfolio as well as the place of residence (e.g. Vienna and Paris), and the profile picture are made visible for other Members as well as for Anonymous / Public Users by the Service Provider. Other information, which is required in the course of the registration, is not made visible by the Service Provider. However, it is up to the Member at his own risk to publish other personal data on his profile. The Member assures that his personal information is accurate, current and complete and agrees irrevocably to the collection, processing and use of such data for the purpose of the here set out usage relationship. The Service Provider will not pass personal data to any third party, unless the Service Provider is under a legal obligation or required by court or administrative

official order to do so. The Member has the right to receive free of charge information regarding his stored personal data. In addition, he/she has the right to seek correction of incorrect data, block or cancellation. All media objects and/or texts to works of art, literature, exhibitions and announcements, which are uploaded by a Member will be shown publicly. The Member is solely responsible for the content he/she has uploaded and published. The Member agrees to comply with all the relevant statutory provisions (such as the Criminal Code, Pornography Act, Child Protection Laws, Prohibition Act, Telecommunications Act 2003, E-Commerce Law, Media Law, Copyright Law, Law against Unfair Competition, Data Protection Act 2000, and any personal rights, which arise as a result of other laws such as: the Austrian General Civil Code etc.) when posting content, in particular, not to disseminate immoral, pornographic, obscene, racist, sexist, violence glorifying, right or left wing extremist, offensive or other unlawful content, materials, information and/or photos. The Member is also obliged not to threaten or harass third parties and other Members and/or violate their (personal) rights. Quotes and list of references listed in the self-written texts with regard to works of art, literature, exhibitions and announcements need to meet the criteria of good scientific practice or be reported accordingly and must take into account the respective copyright provisions. The Member approves not to upload data into the database, which contains a virus (infected software) or any software and content to which third parties have rights (unless the member has acquired the necessary rights hereto or received the consent of the entitled person). The Member assures that he/she is the holder of all exploitation rights of the objects he/she has uploaded/published or that he/she is entitled pursuant to a legal/contractual provision to upload the object in question. The use of the services of the Service Provider for commercial purposes (e.g. promoting, commending and offering for sale of goods and services), the promotion of other websites as well as the sending of chain letters is prohibited. Regardless of any civil and criminal consequences, the Member shall indemnify and hold the Service Provider completely harmless in any way - and against any third party claims - of any kind resulting from the breach of obligations of the Member in accordance with these Terms of Use.

#### **4. Media objects and texts on digitalartarchive.at**

Media objects are i.e. images in "jpeg" format, and videos files in "mp4" format. The media objects and texts on digitalartarchive.at are published exclusively online and used in a non-commercial context. Due to its non-commercial background, digitalartarchive.at bears no costs, in particular licence fees for copyrighted media objects and texts. Texts and media objects, which are published by a Member on digitalartarchive.at, are represented in metadata according to good scientific practice: Name, upload date of the text and the URL. This enables the representation and retrieval through online search engines such as Google. The media objects uploaded by the Member are marked correspondingly with a reference to the copyright owner.

## **5. Verification of contents**

The objects or contents stored or made available by the Service Provider are neither before nor after uploading / publishing, checked or monitored with regard to their legitimacy. There is no verification with regard to the ownership of rights or granting of rights. The Service Provider furthermore does not conduct any research in connection with possible legal violations. However, should he/she become aware of violations of rights, he/she is authorized to immediately remove or block such content.

## **6. Liability**

The Service Provider is not liable for the contents of objects uploaded by the Member or linked websites or for any damage arising therefrom. The Service Provider solely stores and makes the contents available on behalf of the Member. He/She dissociates himself from all contents, in whatever form they should take. Insofar as this is not contrary to public policy, the Service Provider is not liable for damages caused by errors, delays or interruptions in the transmission of data; for problems with technical equipment and the server; for loss or deletion of data; viruses or which may otherwise arise during the usage of the online service, unless such damages are caused deliberately or through gross negligence by the Service Provider, his employees or agents. Notwithstanding this limitation of liability, the liability of the Service Provider for any consequential damage, loss of profit or pecuniary damage is expressly excluded.

## **7. Availability/Guarantee**

The Service Provider does not guarantee the services of digitalartarchive.at. The Service Provider shall endeavor to ensure constant and proper operation of the portal. However, permanent usability and accessibility cannot be guaranteed.

## **8. Breach of the Terms of Use**

In case of breach of these Terms of Use by the Member the Service Provider reserves the right: to caution the member, to delete the Member's contents, to block the Member temporarily or permanently and/or to delete the user profile.

## **9. Granting of rights**

By means of successful registration, the Member agrees that digitalartarchive.at may publish and use all his uploaded media objects or texts. Insofar that this is necessary for the realization of the Member's chosen access option and for the making available of the uploaded media objects within the Member's selected licence, the Member shall grant the Service Provider a temporally unrestricted and royalty-free right of use. The right of use includes the right to global reproduction, distribution, transmission, wired and wireless making available to the public, public performance, publication or other similar usage of the transmitted content and

posts. Furthermore, the Member grants the Service Provider the right to edit, in particular to carry out changes to the object, which for are (only technical reasons) necessary. The Member warrants that all of the content he/she has uploaded / published is not encumbered with third party rights, in particular intellectual property rights of third parties (for example: copyright - trademarks - patent rights). Under no circumstances should the media objects that are protected by copyrights and whose exploitation rights are not owned by the Member, be uploaded by the latter. Should nevertheless third party claims be put forward - of whatever kind - against the Service Provider, due to a violation of their rights the Member shall indemnify and hold the Service Provider completely harmless.

## **10. Data Protection**

The Service Provider agrees to comply with the legal provisions concerning data protection, in particular the Austrian Data Protection Act. For the use of the platform, personal data of the Members are collected, stored, processed and used. By accepting these conditions of use the Member agrees to the collection, storage, processing and use of his personal data for the purposes set out here in the User Agreement. The Service Provider shall undertake to treat the data collected in strict confidence and not to transmit or to sell the latter to a third party.

## **11. Use of Cookies**

Cookies contain information about previous requests of the User with regard to the respective server. These serve the purpose to provide the User with a specifically tailored offer and allow, for example, the storing of queries and facilitate the registration process. Cookies are not linked to personally identifiable information such as name or email.

## **12. Changes to the Terms of Use and Privacy Statement**

Terms of Use and Privacy Policy will be published exclusively on [digitalartarchive.at](http://digitalartarchive.at). The Service Provider reserves the right to change at any time the Terms of Use partially or completely. Any change or addition to the Terms of Use must be in writing. With regard to far reaching changes in context with privacy statement, the Members of the ADA community shall be contacted via e-mail.

## **13. Miscellaneous**

*Severability clause, written form, choice of law, jurisdiction*

Should any part of these Terms of Use be invalid, the other parts remain unaffected. The ineffective provision will be replaced by an effective provision whose content in terms of its financial purpose comes closest to the purpose sought by the respective ineffective clause. Austrian law applies. It is agreed that the place of jurisdiction for legal disputes arising from the use of the platform in each case is the competent court in Krems a.d. Donau.