

RC – Terms of Use, Data Protection Policy and Consent to Information

Part I – Terms of Use

1. Acceptance

These terms and conditions govern your use of the websites www.jar-online.net and www.researchcatalogue.net. By using the Research Catalogue (RC) through these websites, you accept these terms in full. If you disagree with these terms or any part of them, you must stop using your account. In the event of questions concerning these terms, please contact Society of Artistic Research (SAR) by e-mail info@societyforartisticresearch.org.

2. Registration

To use the sites, the user must complete SAR's registration process. As a registered user, you agree to maintain and update your personal registration data. By forwarding SAR's registration letter, you consent to SAR's collection of and processing of this personal data in connection with SAR's management of the sites. Please note that you are fully responsible for all activities that occur under and through your account. Therefore, you must notify SAR immediately of any breach of security. You also agree to exit from your account at the end of each session.

3. Privacy Statement

SAR will not transfer personally identifiable information to unaffiliated third parties without your prior approval. SAR reserves the right to perform statistical analyses of user behaviour and characteristics in order to measure interest in and use of the various areas of the website. SAR is free to contact you for all information regarding the site and the activities of the organisation.

4. Intellectual Property ¹⁾

Unless explicitly stated otherwise, all software, design, trademarks and infrastructure on the site is owned by or licensed by SAR. All these intellectual property rights are reserved.

The content contained in the site may only be accessed and displayed according to these terms, current Swiss law and generally accepted codes of research ethics.

You will not upload any content which is unlawful or which infringes the rights of others, including copyright and generally accepted codes of research ethics. By making any uploaded content available to the public, you grant SAR a royalty-free licence to make use of the content according to the non-commercial, research objectives of SAR, including a license to produce permanent or temporary copies thereof and by making the content available to other users and the public within the RC context.

¹ *In accordance with the Bern Convention on intellectual property rights (copyright), the author may not object to other persons using her/his content contained in the site in such a manner that new and independent works are created. The copyright in such new and independent work is not subject to the copyright in the content that has been used.*

In accordance with the Bern Convention on intellectual property rights (copyright), all issued content may be quoted, in accordance with proper usage and to the extent necessary to achieve the desired purpose.

You will not download or stream any content for use in a way that is unlawful or which can infringe the rights of the originator, including copyright and generally accepted codes of research ethics. Both when copies are produced and when the content is made available to the public, the originator is entitled to have his/her name stated in the manner required by proper usage and generally accepted codes of research ethics.

If you believe that your access, display, up- or downloading or streaming of any content to/from the site can constitute or have constituted an infringement of SAR's or others' rights, you must immediately terminate the said activity and consult SAR.

5. Exclusion of liability

SAR cannot guarantee that the site or any websites, to which it links, will always be available to the user. You should ensure that you have appropriate protection against viruses and other security arrangements in place whilst using the Internet. SAR does not guarantee to back up your uploaded materials. Backing up your source material is your own sole responsibility. SAR does not give any warranty that the content will be accessible at any particular time. SAR reserves the right to delete all uploaded content after termination of your account.

The site is made available strictly on the basis that you accept it in its existing condition. By using the site you accept that SAR excludes all warranties, conditions and undertakings to the fullest extent permitted by law. SAR excludes all liability whatsoever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or unforeseen use of the site or of any other website linked to it, or from reliance on the content of the site or any content accessed through it.

SAR reserves the right to delete, move, or edit any user content that represents a violation of these terms.

6. User Conduct

According to these terms, current law and generally accepted codes of research ethics, you are fully responsible for your own legitimate use of the site in good faith.

7. Indemnification

You agree to indemnify, defend, and hold SAR exempt from and against all losses, expenses, damages, and costs, resulting from your negligent violation of these terms.

8. Termination

The user and SAR may both terminate the user's account on 30 days prior written notice. SAR may thereafter delete the user's account and all unpublished content. The user may delete all unpublished content, but cannot demand any published content to be restricted or deleted. You acknowledge and agree that you have no claim against SAR for compensation or loss of rights, loss of goodwill or similar rights in case of termination of your account.

9. Miscellaneous

SAR may amend these terms at any time. Any revised version will be effective immediately that it is displayed on the website. These terms were last updated 27/06/2014. ²⁾

These terms constitute the entire agreement between SAR and the user. No action of SAR may be construed as a waiver of any part. Should any of the above sections be unenforceable, the other paragraphs will remain in full force and effect.

² The *Terms of Use* has not been modified; however, on 22/05/2018 Part II regarding *Data Protection Policy* and Part III regarding *Consent to Information* were added.

10. Choice of law

These terms shall be governed by and interpreted in accordance with the laws of Switzerland. Exclusive place of jurisdiction shall be Bern, Switzerland.

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RC – Data Protection Policy

In accordance with the EU Data Protection Directive (GDPR), the Society for Artistic Research (SAR) informs you on the following Data Protection Policy established for the Research Catalogue (RC):

1. No information handled by SAR and/or RC as part of the RC *Terms of Use* and this policy document is regarded as sensitive personal information – as defined by Art 9 of the GDPR.
2. On the RC, the only personal data stored are your name, email address, RC password and, as an option, your country of residence.
3. When registering for a full user account *directly on the RC*, you will have to sign our *Terms of Use* and provide:
 - a. your name,
 - b. email address,
 - c. country of residence (optional),
 - d. postal address,
 - e. evidence of identification (copy of identification card or passport).

Your contact information and the signed *Terms of Use* must be sent to our User Support by email. The received information is forwarded by encrypted e-mail to the SAR Back Office at:

Administratiekantoor Van Tunen + Partners
Oranje Nassaulaan 1, 1075 AH Amsterdam
Postbus 53028 - 1007 RA Amsterdam
Tel.: 020 5712333 - e-mail: info@tunen.nl

Here, the information is digitally saved, printed, and stored, in formats not connected to the RC software environment. Any digital copies of the information created in these transfers will be deleted on a regular basis.

4. When registering for a full user account *through a SAR Portal Partner*, you will have to sign our *Terms of Use* and provide:
 - a. your name,
 - b. email address,
 - c. country of residence (optional),

Your contact information and the signed *Terms of Use* must be delivered to your local Portal Partner Administrator. The received information is forwarded by encrypted e-mail to the SAR Back Office.

Here, the information is digitally saved, printed, and stored, in formats not connected to the RC software environment. Any digital copies of the information created in these transfers will be deleted on a regular basis.

5. On a regular basis, only a designated member of staff at the Back Office has access to this stored information. SAR has the right to move the function of the Back Office, including the stored information, to another operator without further notice.
6. The information provided under either point 3.a and 3.b or 4.a and 4.b is used to confirm the RC account of the user, either by SAR or by our local Portal Partner.
7. SAR will only use the information provided under 3.d and 3.e to identify a user, in case this user has uploaded material to the RC in defiance of the agreed *Terms of Use*, in which case the user may be legally and/or financially responsible for this action. Should a similar breach of the *Terms of Use* occur by a user registered through one of our portal partners, that portal partner is obliged to provide the necessary personal identification.
8. In case the user's account on the RC is terminated, the stored information regarding this user at the RC and at the Back Office will be deleted, unless the account holder has published material on the RC, which – according to the *Terms of Use* – cannot be removed, see Part 1, point 8.

9. On the RC only the name, optional aliases, optional country of residence, e-mail address and password of the users are stored. The RC support, administrators and developers have access to these data and SAR uses this information to organize the workflows in the RC. SAR can also use this information to create depersonalized user statistics and in order to contact all users regarding issues connected to the administration and operation of the RC.
10. SAR will not distribute the stored information to any third parties outside of the RC environment.
11. In case a SAR Portal Partner operating a portal on the RC may require additional information from a user, this has to be regulated by a similar policy statement from the respective organisation.

Part III – Consent to Information

1. With the consent of the user, SAR may also use the stored e-mail addresses to provide information on SAR activities and other relevant information in relation to research environments worldwide, such as the SARA announcement service.
2. This consent does not give SAR the rights to distribute the stored information to any third parties outside of the SAR environment.
The given consent can be withdrawn at any time from your RC Profile Page.
3. You have to confirm that you want to receive such information as described in this Part III by ticking the box:

☐ Yes, I agree to receive such information as described in this Part III.

I have read and agree to these *Terms of Use*, including the RC Data Protection Policy.

RC Account Email Address

Full name

Date

Signature