

CLARIN Terms of Use

Effective date: July 27, 2016

Preamble

Welcome to the IMS Stuttgart CLARIN Centre repository website. This repository service is provided to you by

IMS, University of Stuttgart,
Pfaffenwaldring 5 b,
D-70569 Stuttgart,

hereinafter referred to as *CLARIN Centre*.

The mission of CLARIN is to provide as wide access as possible to language research tools and materials around Europe, hosted in different CLARIN centres. To achieve this goal, we set out some ground rules in this document so that the CLARIN centres can legally distribute the tools and materials. By accessing or using, and in consideration of the services provided to you, you agree to abide by the Terms below, which can be updated or modified according to **article 9**.

Terms of Use

1 Governing Terms

- a. The access to and use of CLARIN services are governed by this Agreement and by its terms and conditions, which are hereby incorporated into this Agreement. The User's attention is drawn to the provisions limiting access to certain specific classes of resources.
- b. Any use of the website by means of the User Identity granted by the local identity provider also signifies User's acceptance of the Terms and User's agreement to be bound thereby.

2 Definitions

All terms used in this Agreement, unless specifically defined herein, will have the meanings attributed to them in the Agreement. The following terms shall have the following meaning:

CLARIN means CLARIN ERIC and national CLARIN service providers or centres.

Authorised Use means use by a User who is accessing the website via the identity provided by national identity organizations.

Academic Use means use by a User who fulfils the criteria set by the national identity organizations for Academic users.

Non-Commercial Use refers to any use that does not generate income or is not used for promoting the generation of income.

User Identity refers to the identity granted by a local identity provider or CLARIN.

CLARIN Services refers to all tools and materials hosted in different CLARIN centres.

3 Access to CLARIN

- a. The CLARIN Centre hereby grants the User a limited non-exclusive, non-transferable licence to access and use the CLARIN resources it hosts under the terms of this Agreement and via the chosen User Identity.
- b. Access to certain features and databases may be restricted by CLARIN.
- c. User will be responsible for all access to CLARIN by means of the chosen User Identity whether or not the User has knowledge of such access and use. The CLARIN Centre reserves the right to cancel any User Identity without notice. If a User suspects that somebody may misuse an identity, CLARIN should be notified immediately.
- d. User understands and acknowledges that the User Identity is for his or her use only and that the User is prohibited from permitting any third party from accessing CLARIN Services by means of the User Identity.

e. Content Categories

CLARIN offers content in three different categories:

- Public Content (PUB)
- Academic Content (ACA)
- Restricted Content (RES)

User understands and acknowledges that depending on the content the access may be limited based on this categorization and the User Identity. Also, CLARIN may require additional licensing or usage terms for Academic and Restricted Content and there may be steps like submitting more information for this purpose. User agrees to follow the categorization.

f. Subcategories

The offered content may also belong to a certain sub-category:

- A requirement for strictly Non-Commercial use (NC)

- A requirement to inform the copyright holder regarding the usage of the tools and/or the resources in published articles (INF)
- A requirement to redeposit modified versions of the tools and resources with the Service Provider (ReD)

User agrees to follow the requirements for sub-categories.

g. Content Specific Licenses

In addition to the aforementioned categories, most of the content has its own license, which may set additional terms how content can be, e. g., used or distributed to third parties, which may go further (e. g., GPL v.3 and DRM) than the category-definitions. In such a case User agrees to follow the terms.

4 Research Ethics

The User agrees to follow the best practices regarding research ethics. This includes treating colleagues, stakeholders, customers, suppliers and the public respectfully and professionally, taking into account confidentiality issues when appropriate, respecting cultural differences and having an open and explicit relationship with government, the public, the private sector and other funders. In addition, User agrees to follow best academic practices while adding citations regarding the content and to adopt the use of persistent identifiers (PIDs) when referencing a CLARIN resource.

5 Access to Service and Liability

The CLARIN Centre disclaims all responsibility and liability for the availability, timeliness, security or reliability of the services, software or other content provided through the site. Similarly, the original owner or source of the content disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Content. The CLARIN centre reserves the right to modify, suspend, or discontinue the services or access to the services without any notice at any time and without any liability to you.

6 Governing Law and Entire Agreement

These Terms are governed by the laws of the

Amtsgericht Stuttgart, Hauffstraße 5, D-70190 Stuttgart,

without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. User agrees to the sole and exclusive jurisdiction and venue of the Amtsgericht Stuttgart in the event of any dispute of any kind arising from or relating to the Site, or User's use or review of it. However, the CLARIN Centre has the right to use the laws of another jurisdiction to get injunctive measures or reliefs against the misuse of the CLARIN Services.

The Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

7 Data Protection and Privacy

User agrees with and agrees to follow the Privacy Notice linked at the CLARIN Centre repository website.

8 Usage Statistics and Automated Querying

CLARIN strives to maintain the integrity of usage statistics as a measure of readership and other use of the CLARIN sites by authors and researchers. It is a violation of CLARIN policy for a party to directly or indirectly use CLARIN Services with a view to affecting downloads and other usage statistics, or to encourage others to do so. As part of its general right to refuse or terminate service and remove or edit site content, the CLARIN

Centre reserves the right in its sole discretion to limit access, remove content, and adjust usage statistics to respond to any activity that appears likely to have such an effect.

9 Termination

If User violates the letter or spirit of this agreement, or otherwise creates risk or possible legal exposure for CLARIN Services, the CLARIN Centre can stop providing all or part of the service. The CLARIN Centre will notify User the next time he or she attempts to access the service.

If these Terms of Use are modified for legal, administrative or any other reasons, the CLARIN Centre shall notify the users about these amendments by publishing the relevant information on the Centre's website without unreasonable delay.

If the User continues to use the services after being properly notified about the amendment of the Terms of Use, this implies his consent to the new Terms of Use.