



AUSSDA

AUSTRIAN
SOCIAL SCIENCE
DATA ARCHIVE

AUSSDA TERMS OF SERVICE

Version 1.1, 10 July 2023

1. Scope of Application

The following Terms of Service shall apply to the use of the services of the Core Facility AUSSDA – The Austrian Social Science Data Archive (hereinafter referred to as 'AUSSDA'), by its users. Use of these services shall exclusively be subject to these Terms of Service, as well as to all and any regulations and data protection information related to the said services that are communicated by AUSSDA. The provisions of these Terms of Service shall also apply to use either without or before registration, during the registration process and after a user account has been deleted. These Terms of Service shall remain in force for as long as AUSSDA services are offered and these Terms of Service are not amended.

2. Amendments to the Terms of Service

AUSSDA shall reserve the right to amend these Terms of Service at any time. Any amendments shall be published on the website www.aussda.at. Should the said website or services continue to be used after the amendments have been made, this continuing use shall be regarded as agreement to the amended Terms of Service.

3. Service Description

AUSSDA offers users the opportunity of storing, making available and using archived records and related services (hereinafter referred to as 'services'). In the context of these Terms of Service, the term 'archived records' shall refer to immaterial goods that are available in machine-readable formats and are, as such, merchantable irrespective of a carrier, particularly through the Internet. This particularly applies to any type of data as well as accompanying documents such as codebooks, methods reports, questionnaires, analysis scripts, process data for data collection (paradata) and metadata (hereinafter collectively referred to as 'archived records'). AUSSDA plans to make archived records findable, accessible, interoperable and reusable. AUSSDA also reserves the right to offer services against payment in the future.

4. Use of Services

To use certain services, it is necessary to set up a user account (hereinafter referred to as 'registration').

4.1 Lawful Conduct

The users shall agree to behave lawfully when using the services and when registering an account, and shall in particular agree not to pursue any illegal purposes, not to commit any copyright violations or violations of personal rights, and especially not to disseminate any discriminating, extremist or pornographic archived records.

The users shall agree not to make any attempts (including for research purposes) to re-identify data or to publish or disseminate re-identified data. The users shall agree not to make any attempts or take any measures that result in the circumvention of the service restrictions put in place by AUSSDA. This particularly applies to restrictions of access to archived records. The users shall agree to hold harmless and indemnify AUSSDA against any claims asserted by third parties due to the (negligent or wilful) culpable storage and making available of unlawful archived records or the use of said archived records by users, as well as due to unlawful use.

The users shall agree not to use the IT infrastructure provided by AUSSDA disproportionately or to an extent that exceeds the level of normal use by other users. AUSSDA shall be entitled to define what extent of use shall be deemed disproportionate.

Failure to comply with Section 4.1 – as well as with these Terms of Service in general – may result in an extraordinary termination of contract. This may result in the immediate deletion of the user account, among other consequences.

4.2 Information obligations concerning publications relating to archived records

AUSSDA shall be informed about any publications that are related to the archived records. This shall ensure the traceability of the use of services and thus their preservation, and encourages research with the data. AUSSDA shall be informed of any publications that have used archived records that are accessible at AUSSDA as soon as such a publication is in print, and, at the latest, two weeks following its publication, by means of an e-mail including the bibliographic information (citation) to info@aussda.at.

5. Storing and making available archived records

5.1. Exploitation rights

The users shall confirm that they are entitled to grant the exploitation rights to the archived records that they have specified and selected in the context of storing and making available the said records, without violating any rights of third parties. Provided that exploitation rights to the archived records other than those enumerated below have been granted, the users shall confirm that they are entitled to grant the said other exploitation rights to the archived records without violating any rights of third parties.

The users shall take note of the fact that the following standard licences are supported by AUSSDA:

- Regarding archived records, a licence under the **Creative Commons Attribution 4.0 International Public License**, whose applicable English version is available on the following website: <https://creativecommons.org/licenses/by/4.0/legalcode>.
- Regarding archived records, a license under the **AUSSDA Scientific Use License (License for use for scientific purposes only)**, whose applicable English version is available on the following website: <https://aussda.at/en/contracts-and-licenses/scientific-use/>.
- Regarding metadata, a licence under **CC0 1.0 Universal Dedication**, whose applicable English version is available on the following website:

<https://creativecommons.org/publicdomain/zero/1.0/legalcode>.

The users shall confirm that they will always use **CC0 1.0 Universal Dedication** for metadata. In this context, the term metadata shall refer to information as described in the metadata schema in the version used by AUSSDA. This also includes summaries (abstracts) and information extracted or aggregated from the archived records that further describe the data, particularly names of variables, descriptions of variables, descriptions of the dataset, the number of variables in the dataset, the number of cases in the dataset, and aggregated descriptive statistics at the variable level – for instance, mean values or standard deviations.

In addition, users also have the option, after consultation with AUSSDA, to use other licences for their archived records, provided that this is legally possible, that the AUSSDA staff deems its implementation to be practicable, and that this is in line with AUSSDA's mission. Metadata will continue to be covered by **CC0 1.0 Universal Dedication**.

Certain archived records can only be used after prior release by AUSSDA or the depositor (hereinafter referred to as: **restricted controlled access**). AUSSDA shall be entitled to decide which archived records shall be made available by means of restricted controlled access and who shall be granted access to these archived records. AUSSDA shall be entitled to refuse the making available of archived records by restricted controlled access or their use, without giving reasons for the said refusal.

5.2 Non-warranty

AUSSDA shall not give any warranty concerning the availability and scope of the services and functions that are being provided. Nor can users derive any legal right of use. Services will be provided without giving any warranty, particularly with regard to the preservation, provision and duration of the availability of the archived records. AUSSDA shall be entitled to delete archived records that have been stored and made available by users, at any time and without stating reasons for the said deletion. AUSSDA shall not be liable for the loss of archived records or parts thereof. Should the services be discontinued for an important, unavoidable reason, AUSSDA shall make endeavours to preserve the archived records to the greatest extent that is possible for the Archive.

5.3. Liability

5.3.1 Exclusion of responsibility on the part of AUSSDA for third-party archived records

Any archived records that have been stored and made available, as well as any links to websites or services, do not originate from AUSSDA. AUSSDA only stores them and makes them available on behalf of the users. AUSSDA does not assume ownership of them and dissociates itself from their contents and specific way of presentation. To the extent that users do not report to AUSSDA or are supervised by the Archive, AUSSDA shall not be responsible for any archived records that have been stored and made available, and does not assume any warranty for other contents and activities of users.

5.3.2 Non-monitoring of third-party archived records

AUSSDA does not examine, inspect and monitor the archived records that have been stored and made available, either before they are made accessible online or with regard to their lawfulness. The said archived records are not examined with regard to the immaterial law situation; this particularly applies to protectability and the holding of rights. AUSSDA shall not, on its own account, investigate circumstances that indicate possible unlawful actions. Should AUSSDA actually become aware of any unlawful actions or unlawful archived records, or should AUSSDA become aware of any circumstances that clearly indicate unlawful activities or unlawful archived records, AUSSDA shall be entitled to remove the said archived records immediately and to block access to them.

6. AUSSDA Dataverse API Terms of Service

6.1. Use of APIs

The following terms and conditions govern all use of Application Program Interfaces (API) to access and use the AUSSDA Dataverse application and the services available on or at the AUSSDA Dataverse application.

This Terms of Service agreement governs and includes all APIs whose full or partial purpose is to provide access to the AUSSDA Dataverse and its services and materials, including APIs offered by Harvard Dataverse and third-party API applications created to access the Dataverse network from third-party websites (collectively referred to as “Dataverse API”).

6.2. Acceptance of Terms

Use of the AUSSDA Dataverse API is offered subject to acceptance of and compliance with all of the terms and conditions contained herein (the AUSSDA Dataverse API Terms of Service). By your use of the AUSSDA Dataverse API, you agree and accept all the terms in this agreement and all others mentioned above.

6.3. General Rules of Conduct

In using the AUSSDA Dataverse API, you represent that you have read and accepted AUSSDA's general Terms of Service (<https://aussda.at/en/terms-of-service/>).

In accessing, uploading and/or downloading content from the AUSSDA Dataverse using a Dataverse API, you acknowledge and agree that:

1. the materials provided on the AUSSDA Dataverse, namely data, documentation and metadata, are solely to be used according to their respective licence agreements. The respective licence agreements are available in the data set entry under the tab “Terms” in the AUSSDA Dataverse (<https://data.aussda.at/>).
2. AUSSDA does not endorse, manage, oversee, control, take responsibility for, or make any representations or warranties for any Dataverse APIs, including third-party Dataverse API applications;
3. AUSSDA is not responsible for a) any User-uploaded content, format, Metadata, or lack thereof; b) representations or warranties made by the User about the User-uploaded content; and/or c) any limitations or restrictions placed on any User-uploaded content by the User, and will not be held liable with respect to the above (i) for any direct damages, or (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever;
4. AUSSDA will not be liable or held responsible for any losses or damages to you, your affiliates/affiliated institutions, your service/API application, or anything else related to you, caused either in whole or in part by your access to and/or use of a Dataverse API application;
5. AUSSDA does not oversee, manage, or have any control over, and is therefore not responsible for, any content, services, materials, and information provided by the Dataverse API application;
6. AUSSDA makes no warranties and/or representations as to the timeliness, accuracy, completeness, reliability, correctness, availability, security, lack of defects/errors, lack of

viruses/other harmful components, or overall quality of any content, materials, documents, files, and other information either uploaded or downloaded on the AUSSDA Dataverse by you or any third party; and

7. AUSSDA makes no warranties and/or representations as to the accuracy, completeness, correctness, availability, security, and overall quality of anything found on the AUSSDA Dataverse as accessed through the Dataverse API.

In using the Dataverse API, you shall not:

1. attempt to conceal or otherwise misrepresent your identity or your application's identity when using or requesting authorization to use the Dataverse API;

2. use the Dataverse API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of data use and distribution, etc.;

3. use an unreasonable amount of bandwidth. AUSSDA reserves the right to decide what is unreasonable and may, at any time, restrict your access and use of the materials and services on the AUSSDA Dataverse through a Dataverse API if it deems your bandwidth use is unreasonable;

4. use the Dataverse API in a manner that may impair the functionality, stability, or operation of the AUSSDA Dataverse servers or adversely impact the behavior of other users or applications using the Dataverse API;

5. use the Dataverse API for or in connection with any malicious programs or code including, but not limited to, adware or spyware;

6. sell, lease, or sublicense datasets or other information found or downloaded from the AUSSDA Dataverse; and

7. sell, lease, or sublicense Dataverse's API application software, or access thereto or derive revenues, directly or indirectly, from the use or provision of Dataverse's API application software.

6.4. Modification & Severability of these Terms

AUSSDA reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice to Users. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Service will otherwise remain in full force and effect and enforceable.

Even though the provisions of Section 6 of these Terms of Service form an integral part of the AUSSDA Terms of Service, they can, at any time, be amended or used separately irrespective of the remaining Terms of Service.

7. Concluding points

Should any provision of these Terms of Service be legally ineffective or unenforceable, these Terms of Service as such and the remaining provisions shall continue to be effective and enforceable. Any ineffective or unenforceable provision shall be replaced by a provision which is as close as possible to the economic result of the legally ineffective or unenforceable provision, and which is legally effective and enforceable and as closely as possible reflects the intent of the Parties to these Terms of Service at the time of entering into the said Terms. The same shall apply in the event of a loophole in these Terms of Service. Any legal questions arising from or relating to these Terms of Service, including the question of their effective conclusion and their effects produced in advance or afterwards, shall be governed by Austrian law, excluding its rules of conflict of laws. The Parties to these Terms of Service agree that, in the event of any disputes due to or in connection with these Terms of Service, including the question of their effective conclusion and their effects produced in advance or afterwards, the court with competence for Vienna, inner city, Austria, regarding the subject matter shall be the exclusive place of venue. A-1010 Vienna, Austria, shall be the exclusive venue in accordance with the Brussels I Regulation. Austria shall be the place of performance (including in accordance with Brussels I Regulation, Art. 5).

Note: This document is a translation of the German Terms of Service ('Nutzungsbedingungen'). In the event of any deviations resulting from the translation, the formulation set forth in the German version shall prevail.

Latest amendment to the AUSSDA Terms of Service: 10 July 2023