

## A...repository User Concept and Terms of Service

### 1 Applicability

The following terms and conditions shall apply to the use of A...repository, the institutional repository of the Academy of Fine Arts Vienna.

### 2 Roles

The functions of A...repository are generally distributed across three levels: the administrator, collection manager, and user level. The extent of any user's access rights depends on which level they are active on. All users except for visitors are users in the meaning of these terms and conditions.

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#### 2.1 Administrators

Administrators have unlimited rights of access, like read, manipulation, modification, and write rights on all objects stored in the A...repository and are entitled as supervisors to grant rights to others.

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#### 2.2 Collection Managers

Collection Managers are users who independently manage and administrate collections of digital objects that fall under their responsibility. They are appointed by the heads of their respective organizational unit and approved by the responsible member of the Rectorate after a hearing by the Repository Working Group. They agree to undergo training to make themselves familiar with the system and are given comprehensive access with read, manipulation, modification, and write rights.

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#### 2.3 Visitors

Visitors shall have read-only rights that are within the scope of rights granted to third parties and the selected access options of the respective media object.

## 3 Requirements for the Uploading and Storing of Objects, Works, and Information in A...repository

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### 3.1 Description of Service

A...repository is a digital asset management system of the Academy of Fine Arts Vienna that facilitates digital storage and management of media objects from its fields of activity. In addition, digital objects, especially metadata, can be stored in A...repository as part of an automated, self-actuating process. The media objects are stored by the Academy of Fine Arts Vienna free of charge in a media database that is accessible on the Internet. The Academy of Fine Arts Vienna intends to preserve holdings of data and to counteract data volatility. In so doing, the Academy of Fine Arts Vienna guarantees archiving and accessibility of data stored for a period of at least ten years from the time of storage. For unique identifiability, each media object receives a persistent link. Beyond that, the services of the Academy of Fine Arts Vienna are provided without any warranty, particularly so with regard to availability and duration. In the event that the service is discontinued for an important, unavoidable reason, the Academy of Fine Arts Vienna undertakes to preserve the media objects transmitted to it to the extent of its possibilities and to transmit to users a digital copy of their data upon request. Uploaded media objects may be viewed and used by visitors only within the scope of rights (license) granted by the user to third parties when posting said media object and through the access option chosen by the user (general or group access). Media objects stored in A...repository can be retrieved by search engines, in particular through their metadata. If a user uploads a media object, he/she cannot demand afterwards that it be deleted by the Academy of Fine Arts Vienna unless a serious reason is asserted that cannot be remedied by blocking the object. A serious reason is generally to be assumed if one of the cases mentioned under 3.5 applies.

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### 3.2 Applicability

Logging into the database requires ownership of an AkademieOnline account of the Academy of Fine Arts Vienna. By logging in through an AkademieOnline account, the user accepts the applicability of these Terms of Service for all users who upload objects, information, or works. Timewise, these Terms of Service shall apply as long as the Academy of Fine Arts Vienna exists and said terms are not changed by it. However, the Academy of Fine Arts Vienna reserves the right to change said terms at any time. The Academy of Fine Arts Vienna will announce any such changes separately on its website.

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### 3.3 Data Collection, Processing, and Use

In setting up his/her AkademieOnline account, the user provides personal information (such as name, first name, e-mail address) to the Academy of Fine Arts Vienna. The user assures that these data are correct, complete, and up-to-date, and agrees, until notice to the contrary is given, to the collection, processing, and use of these data provided that such collection, processing and data use is within the purpose of the user relationship

hereby stipulated. The user has the right to information about as well as to correction, deletion or blocking of his/her personal data. Insofar as the E-Commerce Act applies to this service, the Academy of Fine Arts Vienna draws users' attention to the fact that, as service providers, it/they may be obligated pursuant to Section 18 of the Austrian E-Commerce Act (ECA), at the order of a domestic court authorized by law for this purpose to provide to such court all information necessary to identify users of its service in order to prevent, investigate, clarify or prosecute acts that are punishable by law; at the order of an administrative authority, to provide it with the names and addresses of users of its service to the extent in which knowledge of such information constitutes a material prerequisite for the performance of duties assigned to said authority; to provide the names and addresses of users of its service at the request of a third party, provided such third party has an overriding legal interest in determining the identity of a user or any unlawful state of affairs and furnishes credible evidence that knowledge of such information constitutes a material prerequisite for legal prosecution. With regard to employees of the Academy of Fine Arts Vienna, the provisions of the Works Agreements shall remain unaffected.

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### 3.4 Exclusion of Responsibility of the Academy of Fine Arts Vienna for Third-Party Objects and Information

Media objects and information stored and made accessible by the Academy of Fine Arts Vienna, as well as any linked websites, do not originate from the Academy of Fine Arts Vienna. The Academy merely stores and provides access to them on behalf of the user. The Academy does not claim them as its own and distances itself from their contents, irrespective of their specific design. Unless the user is subordinate to, or supervised by, the Academy of Fine Arts Vienna, the Academy is not responsible for objects posted by the user and does not assume any liability for other contents and activities of the user.

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### 3.5 No Monitoring of Third-Party Media Objects and Information

The Academy of Fine Arts Vienna does not review, control or monitor media objects and information it stores and makes accessible with regard to their legality, neither before nor after they are posted online. There is no examination of the intellectual property rights situation, particularly with regard to protectability and rights ownership. The Academy of Fine Arts Vienna does not investigate on its own initiative circumstances that indicate illegal activities. If the Academy of Fine Arts Vienna actually learns of any such illegal activity or information or media objects on its website, or becomes aware of circumstances from which illegal activity or information or the illegality of a media object becomes apparent, it is entitled to remove these immediately and block access to them without further ado. Likewise, the Academy of Fine Arts Vienna is entitled to delete or remove media objects or data that damage the service's database.

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### 3.6 Users' Obligation of Abiding by the Law

The user assures that he/she will abide by all applicable laws when using the services of the Academy of Fine Arts Vienna, in particular that he/she will not pursue illegal purposes, commit copyright infringements or violate personal rights, nor disseminate discriminatory,

extremist or pornographic media objects and information. The user undertakes to indemnify the provider, upon request, from any and all claims asserted by third parties against the Academy of Fine Arts Vienna because of illegal objects uploaded by the user in a culpable manner (i.e., with negligence or intent). As far as employees of the Academy of Fine Arts Vienna are concerned, Works Agreements and the Employee Liability Act shall continue to apply.

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### 3.7 Exploitation Rights

The user confirms that he/she is the holder of the exploitation rights to the media objects uploaded by him/her and is entitled to license to the Academy of Fine Arts Vienna the rights of use listed below, or that he/she is entitled by statutory provision to upload the media object concerned. Insofar as this is necessary to implement the access option chosen by the user in accordance with Point 1 of the Terms of Service and to provide accessibility of the media objects uploaded under the license chosen by the user, the user grants the Academy of Fine Arts Vienna the free, non-exclusive, temporally and locally unlimited right to use his/her media object any number of times, in whole or in part, particularly to reproduce, publish, distribute, broadcast, archive it, to make it accessible to the public through wired or wireless channels, to edit or process it, and in particular to make changes to the media object as may be necessary for technical reasons or with regard to the requirements of long-term archiving. The user also licenses to the Academy of Fine Arts Vienna any rights as may arise from future technical developments or changes in legislation. The user undertakes to indemnify and hold harmless the Academy of Fine Arts Vienna from claims for infringement of rights raised against the Academy by third parties with regard to media objects posted by the user in a culpable manner (i.e., with negligence or intent). As far as employees of the Academy of Fine Arts Vienna are concerned, Works Agreements and the Employee Liability Act shall continue to apply.

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Academy of Fine Arts Vienna

University Library

Andreas Ferus

Schillerplatz 3, 1010 Vienna

[www.akbild.ac.at](http://www.akbild.ac.at)

[a.ferus@akbild.ac.at](mailto:a.ferus@akbild.ac.at)

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