# Terms of Use

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## Terms of Use

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All individuals who access or use the Services, including casual visitors to the Platform, are referred to as “Users” in these Terms of Use and across PHAROS policies. For the protection of other Users, PHAROS, and PHAROS Members (see below “Ownership of PHAROS Content”), if you do not agree with these policies you may not register for an account or use the Services.

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#### 1.2. Metadata

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You may not use the Platform or Services in any way that: interferes with our operations or circumvents our security measures; is unlawful, fraudulent, or otherwise harmful; or infringes or violates the rights of PHAROS, PHAROS Members, Users or Third Parties.

### 3. User accounts and contributions

By creating an account, Registered Users can download Digital Surrogates and access interactive features offered by the Platform, such as making a profile, saving searches, and commenting on items. You will be asked for your email when registering, so please read our Privacy Notice on data retention and usage before completing registration.

It is a requirement that any User Contributions are made available to others under the terms of the [CC0 1.0](https://creativecommons.org/publicdomain/zero/1.0/) Public Domain Dedication. This means Registered Users waive all rights to contributions and anyone may use them for any purpose. If you do not agree with this requirement, please do not contribute to the Platform. In line with our commitments to open access and privacy, you are free to read and view Content on the Platform without registering for a User account.

#### 3.1. User accounts

As the User, you agree not to create an account using false or misleading information or another person’s identity. Any such accounts are subject to termination and may be suspended while PHAROS investigates or seeks clarification. Using a pseudonym on the Services would not violate this provision.

If we reasonably believe you have violated these Terms of Use, other PHAROS policies, or the applicable laws, PHAROS may:

* limit, suspend, terminate, modify, or delete your account;
* limit your access to Services or portions thereof;
* remove links from your User Contributions to other content on the Services; and
* delete your User Contributions.

Activities that would provoke such a response include but are not limited to violations of copyright or other Intellectual Property, harassment, or unlawful conduct. If you believe a User has engaged in such activity, please contact PHAROS [using this form](https://artresearch.net/resource/contact).

We may suspend your account or request additional information from you to facilitate our investigation. We will make reasonable efforts to notify you via the email used for registration purposes. If you are banned or have your account revoked at any time, you may not register for another account. If you believe your account was terminated in error, you may appeal by contacting PHAROS [using this form](https://artresearch.net/resource/contact). PHAROS is under no obligation to provide compensation for any losses or results, which may occur due to your failure to comply with these Terms of Use, facilitate our investigation, or due to violations of Rights held by Third-Party Rightsholders, improper or illegal use of the Services, offensive User Contributions or conduct, or technical reasons.

You may end your legal agreement with PHAROS at any time by deleting your account and discontinuing your use of the Platform, Services, and Content.

Please read the Privacy Notice for more information on how to delete your account and what personal information and data we collect when you engage with the Services.

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By providing User Contributions to the Platform, you as the Registered User:

* agree to waive Intellectual Property or any other Rights in the User Contributions and dedicate the materials to the public domain under the terms of the [CC0 1.0](https://creativecommons.org/publicdomain/zero/1.0/) Public Domain Dedication. Be aware that all User Contributions are publicly available and made machine actionable through the SPARQL endpoint;
* represent and warrant that you have all Rights necessary to upload User Contributions to the Platform. For example, the User Contributions you provide must not include third party Intellectual Property, such as contributions protected by copyright, unless you have express permission from the Rightsholder or are otherwise legally entitled to do so;
* agree that User Contributions are accurate (if facts) or genuinely held (if opinion) and comply with the applicable laws in the country from which they are contributed;
* understand that you are solely responsible for securing and backing up your User Contributions. PHAROS is not responsible for the protection or security of your User Contributions.

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We may withdraw the Content or User Contributions from the Platform while the matter is investigated (see above “3.1. User accounts”). PHAROS will respond within 10 working days of receipt of the details via the complaints form.

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For Users living in the European Union, EFTA States, or the United Kingdom, by using the Services you agree that PHAROS and PHAROS Members, as well as their directors, officers, employees, and agents, liability shall be limited to the maximum extent permissible in your country of residence.

For Users living outside the European Union, EFTA States, or the United Kingdom, including the United States, you agree to release, indemnify, and hold harmless PHAROS and PHAROS Members, as well as their directors, officers, employees, and agents, for any claims, expenses incurred, or damages of any kind arising from or relating to your use of the Platform, Services, and the Content, or your violation of PHAROS policies and all applicable laws.

## Modification

PHAROS may modify or update these policies to ensure their continued compliance with mandatory legal requirements or when the modification of our Services is required. Any modification will be highlighted on the Platform. The most current version of the Terms of Use will always be available at (insert link for Terms of Use). Registered Users will be notified at least thirty (30) days in advance via the email used for registration purposes. By continuing to access or use the Services following the modifications or updates, Users agree to be bound by the revised Terms of Use.

## Applicable law and jurisdiction

For Users living outside the European Union, EFTA States, or the United Kingdom, including the United States, these Terms of Use and any amendments or revisions shall be governed by applicable laws of the State of Delaware in the United States, without regard to its conflict of laws principles. Any case, controversy, suit, action or proceeding arising out of, in connection with, or related to these Terms of Use shall be brought in the appropriate Federal or State court located in the State of Delaware.

**Effective:** 8 July 2022