

© CC BY 3.0 AT

Attribution 3.0 Austria

License agreement

Canonical URL : <https://creativecommons.org/licenses/by/3.0/at/>

Other formats : [RDF/XML](#)

[See the deed](#)

Version 3.0 • See the [errata page](#) for any corrections and the date of change

Notice

This is an older version of this license. Compared to previous versions, the 4.0 versions of all CC licenses are [more user-friendly and more internationally robust](#) . If you are [licensing your own work](#) , we strongly recommend the use of the 4.0 license instead: [License Agreement - Attribution 4.0 International](#)

Attribution 3.0 Austria

CREATIVE COMMONS IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL ADVICE. THE PROVISION OF THIS LICENSE DOES NOT RESULT IN AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS IS" BASIS. CREATIVE COMMONS DOES NOT ASSUME ANY WARRANTY FOR THE INFORMATION PROVIDED AND EXCLUDES LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE SUBJECT MATTER OF THIS LICENSE (AS DEFINED UNDER "WORK") IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL", "LICENSE" OR "LICENSE AGREEMENT"). THE PROTECTED OBJECT IS PROTECTED BY COPYRIGHT AND/OR OTHER LAWS. ANY FORM OF USE OF THE WORK THAT IS NOT PERMITTED BY THIS LICENSE OR BY LAW IS PROHIBITED.

BY EXERCISING ANY RIGHT IN THE WORK GRANTED BY THIS LICENSE, YOU AGREE TO BE BOUND BY THE TERMS OF THE LICENSE. TO THE EXTENT THAT THIS LICENSE IS TO BE CONSIDERED A LICENSE AGREEMENT, LICENSOR GRANTS YOU THE RIGHTS SET FORTH IN THE LICENSE FREE OF CHARGE AND IN EXCHANGE FOR YOUR ACCEPTANCE OF BEING BOUND BY THE LICENSE TERMS.

1. Definitions

- a. For purposes of this License, the term " **Adaptation** " means the result of any modification of the Work, so long as it is recognizably derived from the Work. In particular, this can also be a redesign, change, adaptation, translation or use of the protected object for the soundtrack of moving images. Adaptation of the protected work does not include its inclusion in a collection or collective work and the free use of the protected work.
- b. For the purposes of this License, the term " **collective work** " means a compilation of literary, artistic or scientific content into a unified whole, provided that this compilation constitutes a peculiar intellectual creation due to the selection and arrangement of the independent elements contained therein, regardless of whether the elements are systematic or methodical and thus individually accessible or not.
- c. " **Disseminate** " within the meaning of this licence means making the protected subject-matter or adaptations available to the public or placing on the market in the original or in the form of copies, i.e. in physically fixed form.
- d. For the purposes of this License, the " **Licensors**" means the person or entity or group that offers the Work under the terms of this License and acts as the rights holder therein.
- e. " **Rights holders** " for the purposes of this License means the author of the Work or any other person or entity who has obtained an intellectual property right in the Work that covers the acts referred to in Section 3 and permits the grant, transfer or grant of licenses or rights of use to third parties.

- f. In this License, the term " **Protected Work** " means the literary, artistic, or scientific content offered under the terms of this License. In particular, this can be a peculiar intellectual creation of any kind or a work of small coin, a posthumous work or even a photograph or other object of a related right, regardless of the way in which it is fixed and regardless of the way in which a perception can take place in each case, whether in analogue or digital form. Insofar as databases or compilations of data enjoy intellectual property protection of their own kind, they are also subject to the term "subject-matter" within the meaning of this license.
- g. " **You** " or " **you**" means the person or entity who makes uses of the Work specified in Section 3 of this License and who has not previously violated the terms of this License with respect to the Work or has received the express permission of the Licensor to exercise the permission granted by this License despite prior infringement.
- h. For the purposes of this License, " **communication to the public** " means perceptibility of the protected work in intangible form, intended for a plurality of members of the public, which is effected by means of communication to the public in the form of a lecture, performance, demonstration, performance, broadcast, retransmission or making available regardless of time and place, regardless of the techniques and processes used, including: wired or wireless means and posting to the Internet.
- i. " **Duplicate** " for the purposes of this licence means the production of copies of the protected subject-matter in any process, on which medium, in what quantity and whether temporarily or permanently, in particular by means of sound or image recordings, and also includes the first recording of the protected work or its perceptibility by means of

repeatable reproduction, as well as the production of copies of this holding, as well as the storage of a protected performance or of an image and/or sound carrier in digital form or on any other electronic medium.

2. Restrictions on exploitation rights

This License is in no way intended to reduce, limit or frustrate any rights to use the Work resulting from the limitations of exploitation rights, other restrictions on the exclusive rights of the Rightholder or other corresponding legal provisions, or from the lack of intellectual property protection.

3. Licensing

Subject to the terms of this License, without prejudice to non-performing rights and subject to Section 3.e), the Licensor grants you, without remuneration, unlimited use in terms of space and time (for the duration of the copyright or related right in the Work) to use the Work in the following manner:

- a. Reproduce the Protected Work in any form and quantity, incorporate it into collective works, and reproduce it as part of such collective works;
- b. Edit the work of protection, including making translations using any media, provided that it is clearly made clear that the work is an adaptation;
- c. Publicly communicate and distribute the protected subject-matter, alone or incorporated into collective works; and
- d. publish, publicly reproduce and distribute derivative works of the protected subject-matter.

e. With regard to the remuneration for the use of the protected work, the following applies: Following:

- i. **Indispensable statutory remuneration entitlements:** To the extent that indispensable remuneration claims are provided in exchange for statutory licences or flat-rate levy systems (e.g. for blank media) are in place, the Licensor reserves the exclusive right to assert the corresponding remuneration claims for each exercise of a right under this licence by you.
- ii. **Compensation for Compulsory Licenses :** To the extent that compulsory licenses are provided for and come into effect outside of this License, the Licensor waives any compensation for all cases of a license-compliant use of the Work by you.
- iii. **Compensation in Other Cases :** With respect to your use of the Work in accordance with the License, which is not covered by the two preceding sections (i) and (ii), the Licensor waives any royalties, regardless of whether it would be possible to assert the royalties by itself or only by a collecting society.

The aforementioned usage permit is granted for all known and all not yet known types of use. It also includes the right to make such modifications to the work that are technically necessary for certain uses permitted under this License. All other rights not expressly granted by Licensor beyond this section are reserved by Licensor alone. Insofar as databases or compilations of data are the subject of this license or part of it and enjoy intellectual property protection of their own kind, the Licensor waives the assertion of all rights resulting therefrom.

4. Conditions

Permission to use under Section 3 of this License is expressly granted only under the following conditions:

- a. You may distribute or publicly display the Work only under the terms of this License. You must always include a copy of this license or its full Internet address in the form of the Uniform Resource Identifier (URI). You may not offer or require any terms of contract or use that limit the terms of this License or the rights granted by this License. You may not sublicense the Work. For any copy of the Work that you distribute or publicly display, you must leave intact all notices indicating this License and the Disclaimer. If you distribute or publicly display the Work, you may not take any technological action (with respect to the Work) that may interfere with the user of the Work from exercising the rights granted to him or her by this License. The same applies in the event that the protected work forms part of a collective work, but this does not mean that the collective work as a whole must be subject to this license. If you create a Collective Work, you must, to the extent practicable, remove the notices listed in Section 4.b) from the Collective Work upon notice from a licensor. If you make an Adaptation, you must, to the extent practicable, remove the notices listed in Section 4.b) from the Modification upon notice from a licensor.
- b. You may distribute and publicly communicate the Work or any content based on it or any collective works containing it only on the condition that you do not notice any notices associated therewith, subject to any notices under Section 4.a. You are obliged to acknowledge authorship or ownership of rights in a form appropriate to the use by stating the

following yourself, if known:

- i. The name (or pseudonym, if used) of the copyright holder, and/or if the Licensor has attributed it to a third party (e.g., a foundation, publishing house, or newspaper) in the rights notice, terms of use, or otherwise reasonably ("attribution recipient"), the name or designation of such third party(s);
- ii. the title of the content;
- iii. in a practicable form, the Uniform Resource Identifier (URI, e.g., Internet address) provided by the Licensor for the Work, unless such URI does not refer to the rights notice or license information relating to the Work;
- iv. and, in the case of an adaptation of the subject-matter in accordance with Section 3.b), an indication that it is an adaptation.

The information required under this Section 4.b) may be provided in any reasonable form; in the case of an adaptation of the protected object or a collective work, this information must represent the minimum and, if all contributors are named together, must be given in such a way that it is at least as highlighted as the references to the other rights holders. You may use the information in this section only to indicate ownership of the rights in the manner described above. By exercising your rights under this License, you may not, imply or imply, imply or imply any affiliation, endorsement or endorsement by the Author, Licensor or Attribution Recipient without the prior separate written consent of the Author, Licensor and/or Attribution Recipient.

- c. The restrictions mentioned above under 4.a) and b) do not apply to those parts of the protected object that fall under the concept of protected object solely because they enjoy intellectual property protection of their own kind as databases or compilations of data.
- d. (Author)Personal rights - insofar as they exist - remain unaffected by this license.

5. Warranty

UNLESS OTHERWISE AGREED IN WRITING BETWEEN LICENSOR AND YOU, AND UNLESS DEFECTS HAVE BEEN FRAUDULENTLY CONCEALED, LICENSOR OFFERS THE WORK AND THE GRANT OF THE LICENSE TO USE IT UNDER EXCLUSION OF ANY WARRANTY AND MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THIS INCLUDES, IN PARTICULAR, THE ABSENCE OF DEFECTS OF QUALITY AND TITLE, REGARDLESS OF WHETHER THEY ARE RECOGNIZABLE TO THE LICENSOR, THE MARKETABILITY OF THE PROTECTED OBJECT, ITS USABILITY FOR A SPECIFIC PURPOSE AND THE CORRECTNESS OF DESCRIPTIONS.

6. Limitation of Liability

BEYOND THE WARRANTY SET FORTH IN SECTION 5, LICENSOR SHALL BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ONLY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND SHALL NOT ASSUME ANY VOLUNTARY LIABILITY FOR CONSEQUENTIAL OR OTHER DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Expiration

- a. This license and the license granted by it shall expire with effect for the future in the event of a breach of the license terms by you, without the knowledge of the licensor of the violation or any further action by either party. However, any subsequent license relationship with any person or entity who has received derivative works of the Work or collective works and copies thereof from you under the terms of this License will continue to exist as long as such persons comply with all of the terms of the License. In addition, Sections 1, 2, 5, 6, 7, and 8 shall survive the termination of this License.
- b. Subject to the above conditions, this license is valid for an indefinite period until the legal protection for the protected work expires. Notwithstanding the foregoing, the Licensor retains the right to offer the Work under different terms of the License or to cease its own distribution of the Work at any time, so long as the exercise of such right does not serve the purpose of terminating or revoking this License (or any sub-licensing that has already been or may be hereafter effected under this License) and this License is terminated in accordance with the terms set forth above. remains fully effective.

8. Miscellaneous Provisions

- a. Each time you distribute or publicly communicate the Work on its own or as part of a collective work, Licensor offers the recipient a license on the same terms and to the same extent as you do under this License.
- b. Each time you distribute or publicly display a derivative work of the Work, Licensor offers the recipient a license to the original Work on the same terms and to the same extent as you do under this License.

- c. If any provision of this License is invalid, the validity of the remainder of the License shall remain unaffected.
- d. No provision of this License shall be deemed waived and no breach of it shall be deemed permissible unless the party affected by the waiver or breach has consented to in writing.
- e. This License (together with any permissions, notices, and consents expressly provided for herein, if any) constitutes the entire agreement between Licensor and you with respect to the Work. There are no understandings, agreements, or representations with respect to the Work that are not mentioned in this License. Legal changes to the relationship between the Licensor and you are only possible through modifications of this License. The Licensor shall not be bound by any additional terms and conditions unilaterally transmitted by you. This license may only be modified by written agreement between you and the Licensor. Such modifications are solely between the Licensor and you and do not affect the third parties under the licenses offered under 8.a) and b).
- f. Unless otherwise agreed between you and the Licensor and to the extent that there is freedom of choice, the law of the Republic of Austria shall apply to this License Agreement.

Creative Commons Notice

Creative Commons is not a party to this license and undertakes no warranty or the like with respect to the protected subject-matter.

Creative Commons shall not be liable to you or any other party under any circumstances. from a legal point of view for any damage which, in the abstract or specific, incidental or foreseeable - in connection with this License arise. Without prejudice to the preceding two sentences, Creative Commons all rights and obligations of a licensor if it is is expressly referred to as a licensor for the purposes of this License.

Creative Commons grants the parties the right only to the extent that the logo and the "Creative Commons" trademark as necessary in order to make it clear to the public that the subject matter is covered by a CCPL. A further Use of the Creative Commons trademark or any related trademark, or of a related logo requires prior written consent from Creative Commons. Any permitted use is subject to the Creative Commons Trademark Usage Policy in the current version published from time to time on the Website or posted on made available by other means upon request. For clarification: The restrictions on trademark use mentioned above are not part of the of this License.

Creative Commons can be contacted via <https://creativecommons.org/> .

About Creative Commons

Creative Commons is not a party to its public licenses. Nevertheless, Creative Commons may choose to use one of its public licenses for self-published material, and in these cases is to be considered a "licensor". The text of the Creative Commons Public Licenses itself is transferred to the

public domain by means of the [CC0 waiver](#). Except for the limited purpose of indicating that material is released under a Creative Commons Public License, and unless otherwise permitted by the Creative Commons policies published under creativecommons.org/policies, Creative Commons does not permit the use of the Creative Commons trademark or any other Creative Commons trademark or logo without prior written consent. including, but not limited to, any unauthorized modification of its public licenses or any other terms, understandings, or agreements relating to the use of Licensed Material. It should be clarified that this paragraph is not part of the Public Licenses.

Creative Commons can be contacted [at creativecommons.org](https://creativecommons.org).

Creative Commons is the nonprofit behind the open licenses and other legal tools that allow creators to share their work. Our legal tools are free to use.

- [Learn more about our work](#)
- **[Learn more about CC Licensing](#)**
- [Support our work](#)
- [Use the license for your own material.](#)
- [Licenses List](#)
- [Public Domain List](#)