

PLEASE FILL OUT COMPLETELY.
COPY PROMETHEUS-OFFICE

APPLICATION FOR AN ADMINISTRATIVE ACCOUNT to assign personal accounts with the prometheus image archive

type of license

The administrative account is granted on the basis of a

☐ campus license

☐ institute license

user particulars

institution:

street address:

person in charge

e-mail:

telephone:

Herewith I declare to agree to the terms of use in the prometheus image archive.

date

chop of the licensed institution

signature

Assigned user code for the image archive (to be completed by the prometheus-office):

username: _____

assigned at: _____

ADMINISTRATOR ACCOUNT

holder of the account

last name, first name:

account (to be completed by the prometheus-office)

user name:

password:

After the first login you have the possibility to change your user name and password.

administrator

- The administrator account is a personalised account and therefore nontransferable. If there are any alterations in the administration, please inform the prometheus office.
- This access enables you to set up personal accounts for members of your institution and to activate accounts, which are already installed. Please do this only at sight of a valid proof of membership.
- With your access you can set up personal accounts as administrator on the one hand, on the other hand you have the possibility to allocate yourself the state as "user" to do personal research in the image archive.
- The prometheus office records you as local account allocation centre. Any inquiries we might get from your institution will be transmitted to you.
- You can get information about the administration of personal accounts and further advice online in our help.

terms of use

- Please respect the terms of use and advert to them whenever you assign a personal account!

link to the prometheus image archive

- If your institution has arranged an access to the image archive by IP-Check, you can install a direct link to the respective login-page on your own website using the following URL:
http://www.prometheus-bildarchiv.de/index.php?content=login_bildarchiv.php.

date and signature of a prometheus-representative

general terms

1. P r o m e t h e u s is an internet-based service (www.prometheus-bildarchiv.de) for artistic and cultural research and consisting of both free public domain as well as fee-based licensed image archives. The service is presented by the Association of the same name in cooperation with the University of Cologne. P r o m e t h e u s charges users a licence fee which is in turn used to make the service available.

2. The P r o m e t h e u s image archive is a data broker which brings together heterogeneous and distributed image and media databases from a variety of sources. These databases are made available at no cost by public as well as private institutions for non-commercial research and teaching purposes.

3. User licence fees are for administration costs incurred by the University of Cologne in running and expanding the service, and are not based on copyright fees associated with the images themselves.

4. The services provided by Prometheus, including all associated elements, are intended exclusively for the stipulated purposes.

5. All offers, deliveries, electronic transmissions and the granting of rights to use, transpire solely subject to change, and not exclusively under the following terms and conditions for business and delivery.

6. All software, results, services such as modules, study materials, etc., made available by P r o m e t h e u s, are protected by copyright. Image and media data files (available in the Prometheus image archive as well as in the other offers) may also be protected by copyright. The images of works of art may be protected by additional copyright. The clarification of all possible copyright protections is the responsibility of the user.

7. Users receive a non-transferable right to use the service for a limited time period in order to carry out scientific and research activities.

8. The user may not make any software or database search results available to third parties.

9. P r o m e t h e u s reserves the right to make any changes whatsoever, without notice, to the service. P r o m e t h e u s is not responsible for any changes that the databases made available in the archive make to their services.

10. P r o m e t h e u s does not guarantee the correctness, completeness or up-to-dateness of database material. This is the responsibility of the database owners.

P r o m e t h e u s image archive: Access restrictions, liability, copyright arrangements and copyright holder fees

11. The P r o m e t h e u s image archive is a service available on the internet via a server, and is accessible on the basis of single search requests on a read-only basis for non-commercial scientific and research purposes. The systematic saving of large amounts of database material, beyond that required for non-commercial purposes, is not permitted.

12. The user normally accesses the service via an IP-check, if the user is within the IP coverage area of a P r o m e t h e u s institutional member. Logging in via IP-check allows the user to search the archive. It is not possible to use P r o m e t h e u s online-folders (functions in form of online shopping-carts) and presentation facilities, or offline tools.

13. Users with personalised accounts have the possibility of using P r o m e t h e u s' online folders, presentation and offline tools. In these cases, access to P r o m e t h e u s can be achieved via both IP-check as well as through direct dial into the server.

14. P r o m e t h e u s archive images are presented in a format optimal for monitors and are intended only for research purposes and related presentations on monitors and digital projectors. Additional ways of utilization may be possible, and are specified for each image and each media file in the image archive under the heading "Rechte" on a results page.

15. Potential users of both public domain and copyright-protected images available in the P r o m e t h e u s archive must adhere to all copyright laws as regards their further use of such images.

16. Written permission of the owner must be obtained prior to any publication of copyrighted images in print or other media. In individual cases, user rights can be obtained from the copyright holder directly by clicking on the "Rechte" button on the results page of the image archive.

17. Users must obtain written permission from the image copyright-holder to print or otherwise publish copyright-protected images.

18. Users may not photograph, photo-compose, or otherwise alter copyright-protected images unless they have permission from the copyright holder.

19. Users may not reproduce or electronically save copyright-protected images for their own databases, or make images available for third parties, unless they have permission from the copyright-holder.

20. Users must comply with German Press Guidelines including the prevailing copy and usage rights and the protective rights applicable to the use of images. Users are solely responsible for any captions or text they add to an image obtained from the archive. P r o m e t h e u s accepts no responsibility for legal breach of any kind arising from the unauthorized use of images or the use of images in new contexts. In case of any such legal breach, the user is the sole responsible party and shall be liable for any indirect, consequential, special, exemplary or incidental damages that might be claimed by third parties.

21. P r o m e t h e u s provides regular updates concerning changes to databases accessible through the service, including removal of existing databases and the availability of new databases.

22. Should non-adherence to the user's legal obligations result in any third-party claims, the user is obligated to indemnify P r o m e t h e u s and hold Prometheus harmless from any such claims. Furthermore, the user shall be obligated to pay a fine to Prometheus amounting to 400 percent the standard third-party user fee. In addition, P r o m e t h e u s also reserves the right to lodge a claim against the user, e.g. in case of damage to its reputation.digung.

User fees, adjustments, due dates

23. The user's licence fee for a personal account with P r o m e t h e u s costs 20 Euro for a calendar year, plus VAT.

24. The service is free for users who have a valid institutional membership of P r o m e t h e u s, or who are members of the P r o m e t h e u s Association.

25. VAT on the user's licence fee is charged at the official rate determined for such services.

26. The user licence fee, including VAT, must be paid within thirty days of receipt of the relevant email invoice or written invoice from P r o m e t h e u s.

27. The licence fee is used solely to cover P r o m e t h e u s' operating costs. It is not connected to the site content, which is provided by the individual contributors free of charge.

28. DLicence holders can only make claims against P r o m e t h e u s, if they are undisputed or legally confirmed. The licence holders are not entitled to lien rights against P r o m e t h e u s.

User account arrangements

29. User accounts are time-limited. It is incumbent on allocating institutions to arrange the validity period of user accounts.

30. Administrators must have a licence with P r o m e t h e u s before than can distribute accounts to third parties. P r o m e t h e u s institutional user account holders may create personal P r o m e t h e u s accounts for staff and students of the institution. The institution is responsible for registering its account holders and ensuring that they comply with P r o m e t h e u s terms and conditions.

31. Personal account holders may not establish P r o m e t h e u s accounts for others.

32. Accounts are not transferable.

Warranty, liability

33. Technical defects will be rectified by Prometheus within the normal time-frame for maintenance service, after a notification is received from the licence holder. Liability regardless of negligence or fault as per § 536 a BGB is excluded.

34. User fees will be adjusted in favour of the user in the case of major server disturbances, but not for minor server down-time or maintenance work. If a disturbance continues for a month or more, both users and P r o m e t h e u s can cancel their contractual obligations with immediate effect and without notice.

35. Irrespective of the legal cause of action, P r o m e t h e u s is liable for damages of no more than five times the user licence fee, calculated on the amount of the fee in the year when the damage claim arises. Liability for loss of data is restricted to the typical time and effort needed which would have been required to secure daily backup copies of the data in question. The compensation limit does not apply in the case of deliberate acts or gross misconduct or if liability is assumed in the case of threat to life, bodily injury or injury to health or mandatory liability under product liability laws.

36. P r o m e t h e u s takes no responsibility for direct or indirect damage arising from any information or connection to information presented on the website www.P r o m e t h e u s -bildarchiv.de

37. P r o m e t h e u s takes no responsibility for the nature or content of any websites accessible via links from www.prometheus-bildarchiv.de.

Contract duration, cancellation

38. A P r o m e t h e u s personal account is limited to one calendar year. However, the account will be automatically extended for a further calendar year unless notice of cancellation is received by P r o m e t h e u s not later than three months before the end of the calendar year.

39. P r o m e t h e u s has the right to cancel personal accounts without notice if users grossly fail to comply with the service's terms of use, in particular payment conditions or copyright requirements associated with images obtained from the archive.

40. An important reason for users to cancel their account without notice arises if a disturbance in the service cannot be rectified within one month.

41. All cancellations must be in writing.

Miscellaneous

42. The place of the agreement and the place of jurisdiction for any claims arising from the agreement is Cologne, the location of the service provider.

43. Unless otherwise indicated German law applies and in particular, German copyright law.