

META-SHARE Terms of Service

Last Modified: 03.10.2012

Version: 1.1

These are the terms of use and provision of the META-SHARE Services for all users who register to the META-SHARE Network through a META-SHARE Service Provider. By using META-SHARE Services, you are agreeing to these terms. Please read them carefully as you are bound by them.

Interpretation

- a. **“User or You”**: means an individual or entity who is exercising rights or undertaking legal obligations under this Service Agreement and who has not previously violated these Terms of services or who has received express permission from the Service Provider despite a previous violation. The User's details are OR have been obtained through registration with the META-SHARE services.
- b. **“Service Provider”**: means the META-SHARE Member, which offers the META-SHARE Services in accordance to the META-SHARE Memorandum of Understanding (MoU) <URL>.
- c. **“META-SHARE services”**: These are the services (Core and User Support Services) defined in the META-SHARE MoU. which include:
 - META-SHARE Core Services
 - Metadata and other data harvesting and synchronisation
 - User and repository registration, authentication and authorisation
 - Search, browsing and viewing
 - Uploading and downloading of language resources
 - Documentation of language resources
 - Reporting on the use of language resources
 - Recommendation services
 - (Electronic) Licensing of language resources
 - Billing and payment (available in the future)
 - META-SHARE User Support Services
 - META-SHARE User Forum
 - META-SHARE Knowledge Base
 - Legal helpdesk - helpdesk-legal@meta-share.eu
 - Technical helpdesk - helpdesk-technical@meta-share.eu
 - Metadata helpdesk - helpdesk-metadata@meta-share.eu
- d. **“META-SHARE Network”**: means the community of META-SHARE Members that have agreed to the terms of the META-SHARE MoU.
- e. **“META-SHARE Member”** means the person (legal or natural) that has agreed to the terms of the META-SHARE MoU.

- f. “**META-SHARE registration service**”: means the service through which the Service Provider obtains your name and address and confirms the acceptance of these Terms of Service.
- g. Headings contained in this Terms of Service Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- h. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

Offer and Acceptance

The Service Provider offers You with these Terms of Service the permission to access and use the META-SHARE services under the conditions set out henceforth. Upon completing your registration through the META-SHARE registration services, You may use the META-SHARE services.

Acceptance shall be through the use of the META-SHARE registration service. Acceptance shall be acceptance of all terms and no variation or counter offer will be accepted by the Service Provider. In the event that no or partial compliance is made as to the manner or form described for acceptance this offer is deemed withdrawn.

Modifications

The Service Provider may change these terms only in accordance to the META-SHARE MoU procedure, at any time by posting changes online. Please review these terms regularly to ensure You are aware of any changes made. Your continued use of the META-SHARE services after changes are posted means You agree to be legally bound by these terms as updated and/ or amended. The Service Provider agrees to notify You regarding any such change by email or through the META-SHARE services or any other appropriate means.

If additional services are added to the META-SHARE set of services or META-SHARE services are modified, then additional or modified terms may apply and will become part of this agreement.

Use of META-SHARE Services

Access to and use of the META-SHARE services is provided free of charge and subject to the following terms, which shall take effect immediately on Your notification of registration and/or membership. You agree to use the META-SHARE services only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else’s use of such resources.

1. If you are a META-SHARE Member, then
 - a. You have unlimited access to all META-SHARE services offered by the Service Provider;
 - b. You have access to all language resources licensed under META-SHARE licences, provided that You are a member, an employee of or have another legal relationship with any META-SHARE Member.
 - c. In case You decide to make derivative works from META-SHARE language resources, You are encouraged to make them available to the META-SHARE Network.
 - d. All language resources contributed by You, unless stated otherwise, are licensed under any of the licences offered by META-SHARE that may be found at <www.meta-net.eu/meta-share/licences>.
2. If You are not a META-SHARE Member, then You have access to the following META-SHARE services
 - a. searching, browsing and viewing of the META-SHARE inventory and of the language resources metadata

- b. downloading of Language Resources in accordance to the relevant licensing terms
- c. accessing to language resources documentation
- d. billing and payment when available

Privacy

In common with most websites, the META-SHARE website and services log certain information about every request sent to them. This information is used for system administration and for producing usage statistics. Summary statistics are extracted from this data and some of these may be made publicly available, but these do not include information from which individuals could be identified. Relevant subsets of this data may be used as part of investigations of computer misuse involving this site. Data may also on occasion be used to enable investigation of technical problems on the website. Otherwise logged information is not passed to any third party except if required by law.

Data protection

From time to time the Service Provider may use electronic forms on this site to gather personal information for purposes directly related to a service, function or activity of the META-SHARE service. When the Service Provider will do so it will let You know the purpose for which the information is being collected (including if the information is to be published). Completion of and submission of any form on this website is entirely at the discretion of the user.

Data protection statement

In using and submitting content on the META-SHARE services You agree that the Service Provider may use any personal data of Yours that You supply through contributing content or the forms of the previous paragraph. The Service Provider respects Your privacy and seeks to protect Your personal data:

- The Service Provider will only collect and use Your information to administer, support, improve and obtain feedback on its services.
- The Service Provider may also contact You to obtain feedback on services and any improvements it can make.
- The User has the right to ask the Service Provider at any time not to contact them by way of direct marketing.
- The Service Provider will not disclose Your personal data to any other organization without Your permission.

Contributions and metadata

Where You are invited or decide to submit contributions to the META-SHARE Network (including any text, photographs, graphics, video or audio) You agree, by submitting Your contribution, to license Your contribution under any of the licences provided through the META-SHARE website <link>. If You do not want to grant a licence, please do not submit Your contribution.

Where You are invited or decide to submit metadata using the META-SHARE services, You warrant that:

- a. You have obtained all relevant Intellectual Property Rights over the metadata (including the Copyright and Database rights); and
- b. You license the metadata under a Creative Commons Attribution Unported (CC-BY) version 3.0 or higher, or the EU Open Metadata Licence.

Further to the previous two paragraphs, by submitting Your contribution to the META-SHARE Network,

- a. You warrant that:
 - i. Your contribution is Your original work and/or that You have the right to make it available to the META-SHARE Network for all the purposes specified above;

- ii. Your contribution is not defamatory; and
 - iii. Your contribution does not infringe any law; and
 - iv. You have taken all relevant measures in order to anonymise the contributed material; and
 - v. You have obtained all required permissions by the parents or caregivers of the minors contributing content; and
- b. You indemnify the META-SHARE Network and the Service Provider against all legal fees, damages and other expenses that may be incurred as a result of Your breach of the above warranty.

The Service Provider reserves the right to refuse inclusion of Your contribution to the META-SHARE Network without that affecting these Terms of Service.

META-SHARE Service Misuse and notification regarding IPR infringement

You should not misuse the META-SHARE Services, e.g. by interfering with them or by trying to access them using a method different from the one suggested in the META-SHARE instructions. You may use the META-SHARE Services only as permitted by law, including applicable export and control laws and regulations. The Service Provider may suspend or stop providing META-SHARE Services to You if You do not comply with META-SHARE terms or policies or if the Service Provider is investigating suspected misconduct.

In the case You identify Language Resources that violate Your Intellectual Property Rights, You may follow the META-SHARE Notice and Take Down procedure found at <Appendix A>.

META-SHARE web services

In the case You access the META-SHARE services through a web service, You may need to follow the fair use policy offered by the specific Service Provider.

Disclaimers and Limitation of Liability

META-SHARE content and metadata are provided “AS IS” and on an “IS AVAILABLE” basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

Under no circumstances will the Service Provider or META-SHARE Network be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of opportunity; (c) loss of goodwill or injury to reputation; (d) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the META-SHARE services regardless of the form of action.

The Service Provider and META-SHARE Network do not warrant that functions contained in the META-SHARE services will be uninterrupted or error free, that defects will be corrected, or that the META-SHARE databases or the delivery mechanism that make it available are free of viruses and bugs.

Termination

The rights granted hereunder will terminate automatically upon any breach by You of the Terms of Service.

Subject to the above terms and conditions, this agreement will be valid for as long as the META-SHARE Network is in existence and will continue in full force and effect unless terminated as stated above.

Appendix A.

Notice and Take Down policy

If a rights holder is concerned that she has found Language Resources (LRs) on one of the META-SHARE repositories, for which she has not given permission, granted a licence or is not covered by a limitation or exception in national law, such rights holder is asked to contact META-SHARE through the META-SHARE Legal Helpdesk, in writing stating the following:

1. Her contact details.
2. The full bibliographic details of the LR.
3. The exact and full url where she found the LR.
4. Proof that she is the rights holder and a statement that, under penalty of perjury, she is the rights holder or are an authorised representative.

Contact Details:

META-SHARE Legal Helpdesk at helpdesk-legal@meta-share.eu

Upon receipt of notification the 'Notice and Takedown' procedure is then invoked as follows:

1. META-SHARE will acknowledge receipt of Your complaint by email or letter and will make an initial assessment of the validity and plausibility of the complaint.
2. Upon receipt of a valid complaint, the LR will be temporarily removed from the META-SHARE catalogue pending an agreed solution.
3. META-SHARE will contact the Member who deposited the material. The META-SHARE Member will be notified that the material is subject to a complaint, under what allegations, and will be encouraged to assuage the complaints concerned.
4. The complainant and the META-SHARE Member will be encouraged to resolve the issue swiftly and amicably and to the satisfaction of both parties, with the following possible outcomes:
 - a. The LR is replaced on the META-SHARE inventory unchanged.
 - b. The LR is replaced on the META-SHARE inventory with changes.
 - c. The LR is permanently removed from the META-SHARE inventory.
5. If the META-SHARE Member and the complainant are unable to agree a solution, the LR will remain unavailable through the META-SHARE inventory until a time when a resolution has been reached.