



EASY General Terms and Conditions of Use

Effective from 9 January 2020

Anyone who has created an EASY account at easy.dans.knaw.nl (hereinafter referred to as the "User"), shall agree to the following conditions. Acceptance of the conditions establishes an agreement between DANS and the User.

1. Account

- a. The User declares that the information in the account relates to the person who will make use of the facilities that arise as a result of creating the account and that this information has been provided truthfully. The organisation (if specified) must be the organisation with which the User has an employment relationship.
- b. The User will ensure that the information in the account remains correct.
- c. The User will provide a stable email address and check it regularly in connection with required and necessary communication between DANS and the User.
- d. Through the account, the User will indicate whether certain data will be disclosed to other users after downloading a dataset (see Article 4 of these General Terms and Conditions of Use).
- e. The User can change their own account information through EASY, with the exception of the username.

2. Accessibility of datasets

- a. Datasets of the "Open Access" category are directly accessible and do not require logging in.
- b. Datasets of the "Open Access for registered users" category are accessible after logging in.
- c. Datasets of the "Restricted Access archaeology group" category can be accessed after logging in if the User is a professional archaeologist or an archaeology student.
- d. Datasets of the "Restricted Access request permission" category are accessible after logging in if the request for access to the dataset has been approved by the depositor of that dataset.

3. Requesting permission to access a dataset

- a. When submitting a permission request for access to a dataset in the Restricted Access category, DANS has a legitimate interest in showing the User's account information to the depositor of the dataset. This information transfer to the depositor is necessary in order to comply with the User's request. The account information will be used to assess whether the dataset can be made available to the User. The User's contact details will only be used for any further communication that may be necessary in the context of this assessment and/or for submitting documents with additional conditions

DANS promotes sustainable access to digital research data. See www.dans.knaw.nl for more information.

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of use to be signed.

- b. DANS will facilitate consultations between the User and the depositor about additional conditions and the way in which a dataset will be made available, but will not be responsible for these consultations.

4. Downloading datasets

With the User's permission the "Activity log" tab of the dataset, which is accessible to registered users, will indicate that the User has downloaded the dataset (stating name, organisation and role).

5. Using datasets

- a. Datasets in the Open Access category are subject to the Open Access license indicated in the dataset.
- b. Datasets in the "Open Access for registered users", "Restricted Access archaeology group" and "Restricted Access request permission" categories are subject to the DANS License.
- c. For datasets in the "Restricted Access request permission" category, the depositor can impose additional conditions of use on the User. DANS is not responsible for such conditions.

6. Depositing datasets

- a. When the User concludes a deposit agreement with DANS, DANS will use the account contact details for communication about the processing of the dataset.
- b. If the User, as a depositor, agrees the Restricted Access category with DANS, the User will receive permission requests for the dataset at the email address specified in the account.

7. Personal data and security

The processing of personal data by DANS for the implementation of this agreement is governed by the GDPR. DANS will ensure an appropriate security level for this data. Information about how DANS deals with the User's personal data can be found in the privacy statement¹.

8. Duration and termination of the agreement

- a. This agreement takes effect as soon as the User has created an account and is entered into for an indefinite period.
- b. The agreement can be terminated at any time by notifying DANS, unless:
 - i. the User has been granted access to a dataset under the DANS License;
 - ii. the User has concluded a deposit agreement with DANS.
- c. If the agreement can be terminated, DANS will delete the account within a reasonable period of time.

¹ The DANS privacy statement can be found via the link in the footer of the EASY website <https://easy.dans.knaw.nl>



9. Changes to the agreement and privacy statement

DANS reserves the right to unilaterally change this agreement. If changes result in a service being provided that differs substantially from the original service, DANS shall notify the User, through EASY or by other (digital) means, in a timely fashion. Notification will take place before the amended provision(s) will come into force. The User may terminate the agreement at any time under the conditions referred to in Article 8(b) of this agreement. The User will be deemed to agree with the updated agreement if the User is still using EASY after the changes have come into effect.

10. Applicable law

- a. These terms and conditions of use are governed by Dutch law.
- b. Disputes that cannot be resolved amicably will be submitted to the competent court in the Amsterdam district.