DataverseNL
General Terms of Use

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1. Acceptance of Terms of Use

The following terms and conditions govern all use of the DataverseNL website (https://dataverse.nl/) (the Site) and the services available on or at the Site (taken together, the Service). The Service is operated by Data Archiving and Networked Services (DANS). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (Terms of Use) and all other operating rules, policies and procedures that may be published from time to time on this Site by DANS. You represent and warrant that you are not under any obligation or restriction created by law, contract or otherwise that would prevent you from entering into and fully performing these Terms of Use.

2. Modification of Terms of Use

DataverseNL reserves the right to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

3. Registration

As a condition to using the Service, you may be required to register with DataverseNL. If you are affiliated to a participating institution, you should use the login facility provided by your institution and DataverseNL (Federated Login Facility) and authenticate with your institution. Your institution may authorise your use of DataverseNL and allow you to create a DataverseNL User Account. Alternatively, your institution may create a
DataverseNL User Account for you and select a password and login name (DataverseNL Login Name). You shall provide DataverseNL with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your DataverseNL account. You shall not (i) select or use as a DataverseNL Login Name a name of another person with the intent to impersonate that person; (ii) use as a DataverseNL Login Name a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a DataverseNL Screen Name a name that is otherwise offensive, vulgar or obscene. DANS reserves the right to refuse registration of, or cancel a DataverseNL User Account in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your DataverseNL and/or institution password. You shall never use another user’s account without such other user’s express permission. You will immediately notify DANS in writing to info@dataverse.nl of any unauthorized use of your account, or other account related security breach of which you are aware.

4. User Submissions

The Service provides you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, posting) Content to the Service (User Submissions) and to allow other users to do so. The Service provides you with the ability to display, organize, and accept Content through creating a dataverse (Dataverse). For purposes of the Terms of Use, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service.

An important part of the mission of DANS is to acquire and preserve research data and provide access to it. DANS intends to archive the Content at multiple locations. DANS will use good archival practices to retain Content deposited into the Site. Notwithstanding, you acknowledge that DANS will not be liable for any loss of or damage to the User Submissions, either in whole or in part.

Please be aware that DataverseNL does not review User Submissions before they are made available to the public, so DataverseNL may only make available Content that is publicly distributable. Before you contribute Content to the Dataverse, you must ensure that the Content meets our Terms of Use. You will be held legally and financially responsible for damages to any of the participants in DataverseNL if Content you contribute violates these Terms of Use.

The Service gives the Depositor the ability to restrict access to User Submissions to specified user accounts (Restricted User Submissions). All other User Submissions shall be deemed Unrestricted.

You give permission and any required licenses to DANS to make the Content available for archiving, preservation and access. You represent and warrant you are lawfully entitled and have full authority to license DANS to archive,
preserve and give access to the User Submissions in the ways described in these Terms of Use. You shall not provide DANS with any confidential or proprietary information that you desire or are required to keep secret. You are solely responsible for the User Submissions you post on or through the Service. DANS does not endorse and has no control over any User Submission. DANS has no obligation to monitor the Site, Service, Content, or User Submissions. DANS may remove any User Submission at any time if it does not comply with the terms of use for posting User Content.

5. Rules and Conduct

By posting User Submissions on or at the Site, or otherwise through the Service, to your Dataverse or other Dataverses, or by allowing others to do so, you make the following representations and warranties to DataverseNL:

1. You hereby promise to use the Service in agreement with the relevant VSNU and university codes of conduct for scientific integrity and for the use of personal data in research (see: http://www.vsnu.nl/gedragscodes).
2. You hereby promise not to use the Service for any purpose that is prohibited by the Terms of Use.
3. You shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content that:
   a. infringes the copyrights or other intellectual property rights, including, but not limited to any patent (applications), know how, trademark, trade secret, right of publicity or other right of any other person or entity; or
   b. is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or
   c. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
   d. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of DANS or any third party.
4. You shall not: (i) take any action that imposes or may impose (as determined by DANS in its sole discretion) an unreasonable or disproportionately large load on DANS's (or its third party providers’) infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (iii) bypass any measures DataverseNL may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).
5. The User Submissions do not contain any personally-identifiable information that could directly or indirectly, identify subject except where the release of such identifying information has no potential for constituting an unwarranted invasion of privacy and/or breach of confidentiality.
6. You will promptly notify DataverseNL of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Submissions.
7. You acknowledge that DataverseNL will not be liable for any loss of or damage to the User Submissions, either in whole or in part.

6. Privacy

By registering for an account with the Service, you must enter a valid email address. You may in addition register your real name, affiliation, phone number and type of employment with your account. The information you provide is accessible to other registered users of the DataverseNL. The information may be used to contact you with regard to DataverseNL. DataverseNL will not actively distribute or in other ways provide access to your account information to third parties.

7. Termination

DataverseNL may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account, you may notify DataverseNL at info@dataverse.nl. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.

8. No Warranties

The Service (including, without limitation, the Content and the User Submissions) is provided 'as is' and 'as available' and is without warranty of any kind, express or implied, including but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. DANS makes no warranties, express or implied, by operation of law or otherwise, regarding or relating to the Service or Content provided. More specific, DANS does NOT warrant that:

a. the Content or User Submissions are timely, accurate, complete, reliable or correct;
b. the Service will be secure or available at any particular time or location;
c. any defects or errors will be corrected;
d. the Content or User Submissions are free of viruses or other harmful components; or
e. the results of using the Service will meet your requirements.

Your use of the Service is solely at your own risk.

9. Limitation of Liability

In no event shall DANS be liable with respect to the Service or any Content or User Submissions (i) for any lost profits or damages of any kind, (ii) for any bugs, software viruses or any other computer codes, files or programs designated or intended to disrupt, damage, limit or interfere with the proper function of the Service, or (iii) for any errors or omissions in any Content or User Submissions or for any loss or damage of any kind incurred as a result of your use of any Content or User Submission posted, email, transmitted or otherwise made available on or through the Service.

10. Indemnification

You will indemnify and hold DANS harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from the i) use or misuse of the Service; (ii) your access to the Site, use of the Services, violation of the Terms of Use by you; or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

11. Dispute Resolution

These Terms of Use shall be governed by and interpreted in accordance with the laws of the Netherlands. Any dispute arising under or in connection with these Terms of Use and which cannot be settled amicably between you and DANS shall be finally settled by the competent courts of Amsterdam.

12. Integration and Severability

The Terms of Use are the entire agreement between you and DANS with respect to the Service and use of this Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and DANS with respect to this Service (but excluding the use of any software which may be subject to a separate end-user license agreement).
13. **Miscellaneous**

The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with DANS's prior written consent. DANS may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. All notices under the Terms of Use will be in writing.

14. **Copyright and Trademark Notices**

You acknowledge that the copyright in any additional data added by DANS to the user materials, and any search software, user guides, documentation and any other intellectual property that is prepared by DANS to assist users in using the User Submissions will belong to DANS or the users creating the Content (respectively).

You may not use the name "DANS" or “DataverseNL” (as an abbreviation or in full, alone or as part of another name) in advertising or promotional materials without DANS's prior written approval.

DataverseNL and Dataverse logo are neither trademarks nor registered trademarks of DANS.
Online storage, sharing and registration of research data, during the research period and up to the prescribed term of ten years after its completion. That is DataverseNL. This document contains the General Terms of Use of DataverseNL.

Data Archiving and Networked Services (DANS)
DANS promotes sustained access to digital research data. For this, DANS encourages scientific researchers to archive and reuse data in a sustained form, for instance via the online archiving system EASY (easy.dans.knaw.nl) and DataverseNL (dataverse.nl). With NARCIS (narcis.nl), DANS also provides access to thousands of scientific datasets, publications and other research information in the Netherlands. The institute furthermore provides training and consultancy and carries out research on sustained access to digital information. Driven by data, DANS ensures the further improvement of access to digital research data with its services and participation in (inter)national projects and networks. Please visit dans.knaw.nl/en for more information and contact details.

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DANS is an institute of KNAW and NWO