

AUSSDA Dataverse API Terms of Service

The following terms and conditions govern all use of an Application Program Interface (API) to access and use the AUSSDA Dataverse application and the services available on or at the AUSSDA Dataverse application.

This Terms of Service agreement governs and includes all APIs whose full or partial purpose is to provide access to the AUSSDA Dataverse and its services and materials, including APIs offered by Harvard Dataverse and third-party API applications created to access the Dataverse network from third-party websites (collectively referred to as "Dataverse API").

Acceptance of Terms

Use of the AUSSDA Dataverse API is offered subject to acceptance of and compliance with all of the terms and conditions contained herein (the AUSSDA Dataverse API Terms of Use). By your use of the AUSSDA Dataverse API, you agree and accept all the terms in this agreement and all others mentioned above.

General Rules of Conduct

In using the AUSSDA Dataverse API, you represent that you have read and accepted AUSSDA's general Terms of Service (<https://aussda.at/en/terms-of-service/>).

In accessing, uploading and/or downloading content from the AUSSDA Dataverse using a Dataverse API, you acknowledge and agree that:

1. the materials provided on the AUSSDA Dataverse, namely data, documentation and metadata, are solely to be used according to their respective licence agreements. The respective licence agreements are available in the data set entry under the tab "Terms" in the AUSSDA Dataverse (<https://data.aussda.at/>).
2. AUSSDA does not endorse, manage, oversee, control, take responsibility for, or make any representations or warranties for any Dataverse APIs, including third-party Dataverse API applications;
3. AUSSDA is not responsible for a) any User-uploaded content, format, Metadata, or lack thereof; b) representations or warranties made by the User about the User-uploaded content; and/or c) any limitations or restrictions placed on any User-uploaded content by the User, and will not be held liable with respect to the above (i) for any direct damages, or (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever;
4. AUSSDA will not be liable or held responsible for any losses or damages to you, your affiliates/affiliated institutions, your service/API application, or anything else related to you, caused either in whole or in part by your access to and/or use of a Dataverse API application;
5. AUSSDA does not oversee, manage, or have any control over, and is therefore not responsible for, any content, services, materials, and information provided by the Dataverse API application;
6. AUSSDA makes no warranties and/or representations as to the timeliness, accuracy, completeness, reliability, correctness, availability, security, lack of defects/errors, lack of viruses/other harmful components, or overall quality of any content, materials, documents, files, and other information either uploaded or downloaded on AUSSDA Dataverse by you or any third party; and

7. AUSSDA makes no warranties and/or representations as to the accuracy, completeness, correctness, availability, security, and overall quality of anything found on AUSSDA Dataverse as accessed through the Dataverse API.

In using the Dataverse API, you shall not:

1. attempt to conceal or otherwise misrepresent your identity or your application's identity when using or requesting authorization to use the Dataverse API;
2. use the Dataverse API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of data use and distribution, etc.;
3. use an unreasonable amount of bandwidth. AUSSDA reserves the right to decide what is unreasonable and may, at any time, restrict your access and use of the materials and services on the AUSSDA Dataverse through a Dataverse API if it deems your bandwidth use is unreasonable;
4. use the Dataverse API in a manner that may impair the functionality, stability, or operation of the AUSSDA Dataverse servers or adversely impact the behavior of other users or applications using the Dataverse API;
5. use the Dataverse API for or in connection with any malicious programs or code including, but not limited to, adware or spyware;
6. sell, lease, or sublicense datasets or other information found or downloaded from the AUSSDA Dataverse; and
7. sell, lease, or sublicense Dataverse's API application software, or access thereto or derive revenues, directly or indirectly, from the use or provision of Dataverse's API application software.

Modification & Severability of Terms

AUSSDA reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice to Users. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

Note: This document is a translation of the German version of the contract ("AUSSDA Dataverse API Nutzungsbedingungen"). In the event of any deviations resulting from the translation, the formulation set forth in the German version shall prevail.