

**OPEN :OUTPUT**  
TERMS AND CONDITIONS

October 2009

**1. Definitions**

**1.1** "Account" means a secured personal account, accessible via the Website, that a User creates in the context of the Service which contains his/her personal information and to which a User may upload his/her Work in the context of the Service.

**1.2** "Database" means a database maintained by the Foundation in which Work is stored in combination with personal information of Users.

**1.3** "Foundation" means the foundation ':Output Stichting', seated in Amsterdam, The Netherlands, and registered at the Amsterdam Chamber of Commerce under registration number 34198232.

**1.4** "Log-in Data" means the combination of a user name and password allowing a User access to his/her Account.

**1.5** "Service" means the service made available by the Foundation under the name 'Open :Output' via the website [www.open-output.org](http://www.open-output.org), as further described in Clause 5 of these Terms and Conditions.

**1.6** "Terms and Conditions" means these Open :Output Terms and Conditions.

**1.7** "User" or "you" means a natural person who registers as a user of the Service via the Website.

**1.8** "Website" means the website via which Users may register for the Service and via which Work may be displayed to the general public, currently: [www.open-output.org](http://www.open-output.org).

**1.9** "Work" means (a digital representation of) work created by Users and related to any area of design or architecture, such as graphic design, architectural design, product design, typography, photography, typeface design, multimedia, moving image, television graphics, experience design, etc.

**2. Applicability**

These Terms and Conditions apply to the Service offered by the Foundation. By registering for the Service at the Website and checking the box marked "I accept the Open :Output Terms and Conditions", you agree to be bound by these Terms and Conditions in respect of your use of the Service.

**3. Changes to the Terms and Conditions**

The Foundation may change these Terms and Conditions from time to time. Any such changes will be effective upon posting a general notification of the revision and the revised Terms and Conditions at the Website. Unless otherwise indicated in the aforementioned general notification, such revised Terms and Conditions will automatically replace the former Terms and Conditions. The revised Terms and Conditions will be posted without notice to you personally. You are responsible for reviewing the Website and any applicable changes to

the Terms and Conditions. Your continued use of the Service will constitute your acceptance of the revised Terms and Conditions. If you do not agree with the Terms and Conditions or any revised version thereof, you must not use or continue to use the Service.

#### **4. Eligibility requirements**

**4.1** In order to register for and use the Service, you must be currently enrolled as a student in communication design, product design, architecture, interaction design, multimedia design, film or related study at an acknowledged university, college or other educational institute. You may use the Service during the time of your enrolment as such a student and for a period of twelve months after ending such enrolment (for reason of graduation or otherwise).

**4.2** If you are no longer a student as set forth in Clause 4.1, your registration will be changed to an alumnus status by the Foundation. The alumnus status entails that the Work you previously uploaded to your Account will remain in the Database and that the Work you chose to make visible via the Website as set forth in Clause 5.3 of these Terms and Conditions will remain visible with a reference that you are an alumnus. As an alumnus, you will not be able to upload new Work to the Database.

**4.3** The Foundation may from time to time check with you whether you still meet the above requirements for using the Service by sending you an e-mail message requesting confirmation of your student status. If you fail to respond to the e-mail message, your Account will be placed on hold by the Foundation for a period of 4 weeks, which entails that you will not be able to upload Work to the Account. After the aforementioned period has elapsed without confirmation of your student status, your registration will be changed to an alumnus status until such time as you provide the requested confirmation of your student status. The Foundation may at its discretion also contact the educational institute that you have listed in your registration for the Service to ascertain whether you are (still) or have been enrolled as a student in conformity with your registration. You hereby agree that your personal information may be used by the Foundation for that purpose.

**4.4** The Foundation may refuse a User's registration for the Service and/or may terminate the User's further use of the Service if the User does not meet the requirements set forth in this Clause.

#### **5. The Service**

**5.1** The Service allows students who meet the eligibility requirements set forth in Clause 4 of these Terms and Conditions to register as a User of the Service and make an Account (one Account per User) at the Website. The Service allows the User to upload his/her Work to the Website for the purpose of including that Work in the Database and, if the User so indicates in the Account, making that Work publicly available via the Website.

**5.2** All uploaded Work will be included in the Database together with the personal information of the User concerned. The Foundation will use the Database and the Users' Work and related personal information contained therein for presenting that Work on the Website if the User has so indicated in his/her Account. The Foundation will furthermore use the Database to maintain an overview of Work for archival, educational and research purposes and for its general purpose of supporting young talents and providing a platform for the exchange of ideas on design education and the design profession. For the latter purposes the Foundation may on a non-commercial basis publish or otherwise disclose Work contained in the Database to third parties in combination with the full name of the User concerned if the User has during his/her use of the Service made such Work visible for presentation on the Website as set forth hereafter.

**5.3** Via the Account, the User may choose to make uploaded Work visible or invisible to visitors of the Website. If the User chooses to make the Work visible, the Work will be publicly shown on the Website in combination with the first and last name of the User, his/her city and country of residence and the name and address of the educational institute where the User is enrolled. The User may choose to make further personal information available for public access on the Website, such as the User's contact details. If the User chooses to make certain or all of his/her Work invisible for public viewing on the Website, this will not affect the inclusion of the Work and the associated personal information of the User in the Database nor the permitted use thereof by the Foundation.

**5.4** You acknowledge and agree that if you choose to make your Work visible via the Website, that Work will be freely accessible and may be downloadable by visitors of the Website. You agree that the Foundation is not responsible for attaching or enforcing any usage conditions or (technical) usage limitations in respect of the Work as publicly presented on the Website and that the Foundation shall not be liable towards you on any basis whatsoever in respect of any use by others of Work that you have chosen to display on the Website.

**5.5** The Foundation may enact technical limitations as to the amount, size and format of the Work a User may upload to his/her Account on the Website or the manner in which such Work may be shown via the Website (e.g. via a link to an external website). Further information on current technical limitations is available at the Website. You agree to abide by any such technical limitations. If you act in violation of these limitations, the Foundation may block the uploading of presentation on the Website of your Work and/or remove such Work and/or (temporarily or permanently) terminate your registration and/or use of the Service.

## **6. Security**

**6.1** The Account is protected by your Log-in Data. You are responsible for keeping your Log-in Data confidential and you must promptly notify the Foundation in the event that your Log-in Data has been

compromised or if you have any reason to suspect that somebody else is using your Account without your authorization.

**6.2** You agree that you shall bear all responsibility for any (authorized or unauthorized) use of your Log-in Data and for any damages suffered by the Foundation or other parties as a result thereof.

## **7. Rights and License**

**7.1** The Work that you upload to your Account must have been created by you (alone or in conjunction with others) in the context of your study activities and must be related to any area of design or architecture.

**7.2** You warrant that you have the legal authority to submit your Work for inclusion in the Service in combination with your personal information and to grant the Foundation the license as set forth hereafter in this Clause, and that in doing so, you are not infringing or otherwise violating the rights of any other person.

**7.3** For Work that is covered by intellectual property rights, you hereby grant the Foundation an irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use such Work that you upload to your Account for the purpose of providing the Service, as described in Clause 5, in accordance with these Terms and Conditions.

## **8. Personal information**

**8.1** You warrant that all personal information you submit is not false and that such information shall remain updated throughout your use of the Service.

**8.2** You hereby grant the Foundation permission to gather and process your personal information in accordance with these Terms and Conditions for the purpose of providing the Service, maintaining and using the Database and for any other purpose expressly stated in these Terms and Conditions or to which you have expressly provided your consent in the context of your registration for the Service.

## **9. Use of the Service**

**9.1** Without prejudice to the further restrictions and commitments set forth in these Terms and Conditions, you commit to the following:

- (a) You will use the Service only to post your personal information at and upload your Work to your Account in accordance with these Terms and Conditions;
- (b) You will not make multiple Accounts.
- (c) You will not upload or post viruses or other malicious code and you will not use the Service in a manner that disables or impairs the proper working of the Service or denies, limits or impairs another person's use of the Service, the Database or the Website.

(d) You will not offer any contest, sweepstake, promotion, or commercial communication via your Account, the Database or the Website, without the Foundation's prior written consent.

(e) You will not collect Users' content, Work or personal information from the Database or the Website through automated means.

(f) You will not solicit Log-in Data or access the Account of another User.

(g) You will not upload or post Work or other content, or use the Service in a manner, that is hateful, threatening, pornographic, discriminatory, misleading, malicious or otherwise constitutes a violation of any law or infringes or violates another person's rights.

**9.2** The Foundation may, at its sole discretion, remove any Work or content from the Website and Database and/or may temporarily or definitively terminate your use of the Service if the Foundation believes that you are acting in violation of these Terms and Conditions.

## **10. Rights of the Foundation**

**10.1** All rights in respect of the Website and the Database (not including the Work and personal information of Users contained therein) are owned by the Foundation.

**10.2** You are granted a limited, personal, non-exclusive, revocable, non-transferable, non-sub-licensable, royalty-free license to use the Website and the Database in connection with your legitimate use of the Service and in accordance with the provisions in these Terms and Conditions. You are, without limitation, not permitted to circumvent technical barriers or limitations installed by the Foundation to prevent or limit access to the Website or Database, re-use substantive parts of the Website or Database, systematically and repeatedly re-use non-substantive parts of the Website or Database, link any application or external website or database to (the contents of) the Database or Website without the prior written consent of the Foundation.

**10.3** You will not use the Foundation's trademarks, trade names or any confusingly similar marks or names without the Foundation's prior written consent.

## **11. Liability**

**11.1** The Foundation will provide all reasonable efforts to keep the Service (including the Database and Website) error-free and available for use, but you use the Service at your own risk and the Foundation provides the Service and Website "as is" without any express or implied warranties.

**11.2** Without prejudice to the other provisions in these Terms and Conditions and to the fullest extent permitted by applicable law, the Foundation's liability to you, on whatever legal grounds, for any damages as a result of, arising from or in connection with these Terms and Conditions or (the use or provision of) the Service (including the

Database and the Website) is excluded. If and to the extent such exclusion is not permitted by applicable law, the Foundation's aggregate liability arising out of the use or provision of the Service (including the Database and the Website) or arising out of these Terms and Conditions will be limited to fifty Euro (€ 50).

**11.3** You indemnify the Foundation against and shall hold the Foundation harmless from any and all damages resulting from claims of third parties arising from or related to your use of the Service (including the Database and the Website) and/or arising from or related to any Work or personal information or other content you have submitted in the context of the Service.

## **12. Termination of the Service**

**12.1** Without prejudice to the other provisions in these Terms and Conditions, the Foundation may terminate the provision of the Service to you at any time in whole or in part if you violate the conditions of these Terms and Conditions.

**12.2** The Foundation may, at any time, terminate or suspend the provision of the Service (in whole or in part) to all Users without incurring any liability towards you, if the Foundation, for any reason whatsoever, chooses or is obliged to cease the Service. In such event the Foundation will provide reasonable efforts to provide a timely notification of the termination via the Website.

**12.3** You may terminate your use of the Service at any time by using the option in your Account to make all your Work invisible on the Website.

**12.4** In any case of termination of the provision or use of the Service, the Foundation will no longer display any of your Work on the Website. However, the inclusion of your Work and related personal information in the Database will continue, as will the permitted use thereof by the Foundation in accordance with the provisions of these Terms and Conditions.

**12.5** Upon the termination of your use of the Service, the following provisions of these terms and Conditions will subsist: Clauses 5.2, 5.4, 7, 8.2, 10, 11, 12.4, 13.

## **13. Applicable law and Disputes**

**13.1** These Terms and Conditions, as well as any claim that may arise between you and the Foundation, are, without regard to conflict of law provisions, governed by the laws of The Netherlands.

**13.2** Any dispute between you and the Foundation concerning the Service, the Website, the Database and/or these Terms and Conditions shall be exclusively submitted for adjudication to the competent courts in Amsterdam, The Netherlands.