

General Terms of Use of DUnAs – Research Data Repository of University of Aveiro

Acceptance of Terms

The following terms and conditions govern all use of the DUnAs website <https://dunas.ua.pt/> and the services available on or at the Site (the Site and the services taken together, the Service). The Service is owned and operated by SBIDM (Library, Document Management and Museology Services of University of Aveiro). Use of the Service is offered subject to acceptance of and compliance with all of the terms and conditions contained herein (the General Terms of Use of DUnAs) and all other applicable operating rules, policies and procedures of the Service. By clicking “I accept” and/or by your use of the Service, you agree and accept all the terms in this General Terms of Use document (“Agreement”).

Modification of Terms

DUnAs – Research Data Repository of University of Aveiro 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.

Rules and Conduct

By using the Service, you assume that you will not use the Service for any purpose that is prohibited by the Terms of Use.

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 by the Service Provider on or through the Service.

By way of example, and not as a limitation, 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 using any communications service or other service available on or through the Service, that:

1. infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity;
2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
3. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (i.e., spamming);
4. 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, or any third party.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by the Service Provider at its sole discretion) an unreasonable or disproportionately large load on the Service 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 the Service Provider may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

You must comply with all applicable national and international laws and regulations.

Registration

As both a registered user and an unregistered guest, you are able to download publicly available Content from DUnAs. As a condition to your gaining full use of service, you are required to register for and be logged into an account on DUnAs. You shall provide DUnAs with accurate and complete registration Information and regularly update such information to maintain its completeness and accuracy. Failure to do so may result in immediate termination of your account. DUnAs reserves the right to refuse registration of or cancel an 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 account password. You shall never

use another user's account without the other user's express permission. You will immediately notify DUnAs in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

In having an account on the Service, you acknowledge that:

1. Your account details (including first name, last name, email address, and username) are searchable by other users;
2. Your account details may be recorded when you download datasets, and that information can then be viewed by the owner or the user upload;
3. Your first name, last name, and affiliation will be displayed on the Service in connection with your user uploads.

User Uploads

Services

DUnAs provides you with the ability to post user uploads and display, organize, accept and distribute user uploads by creating a dataverse. DUnAs provides you with the ability to post user uploads to other dataverses administered by other users. The Service also allows you to share datasets and dataverses with other users by searching for their first name, last name, email address, or username.

DUnAs also gives each administrator the ability to change dataset access/download restrictions by designating user uploads as restricted user submissions. Datasets are by default unpublished, but administrators can modify the access restrictions and publish or deaccession any user uploads at any time. Depending on the permissions granted by the administrator of the dataverse in question, depositors may also change dataset access/download restrictions by designating user uploads as restricted user submissions.

DUnAs has no obligation to monitor the site, service, content, or user uploads. DUnAs may remove any user upload at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such user upload), or for no reason at all.

You acknowledge that DUnAs does not endorse, take responsibility for, or make any representations or warranties for any user uploads, and will not be liable for: user upload content, format, metadata, or lack thereof; representations or warranties made by the

user about the user uploads; any loss of or damage to user uploads, either in whole or in part, from whatever cause.

Restrictions

In contributing Content to the site, you must ensure that the Content complies with the Terms of Use. If your User Upload does not comply with the Terms of Use, DUnAs has the right in its sole discretion to take down your User Upload. DUnAs does not review all User Uploads before they are made available on the Site, or before they are Published. Therefore, you will be held legally and financially responsible for all damages if Content you contribute violates anything in this Agreement.

By posting User Uploads to your dataverse or other dataverses, or by allowing others to do so, you make the following representations and warranties to DUnAs:

1. User Uploads do not infringe upon the copyrights or other intellectual property rights, including, but not limited to patent, trademark, trade secret, copyright, right of publicity or other right of any third party;
2. User Uploads do not violate any laws;
3. in the event you become aware of any issues after submitting a User Upload, you will promptly notify DUnAs and the relevant dataverse Administrator(s) of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Uploads;
4. User Uploads do not contain 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 files, or other information of DUnAs or any third party;
5. User Uploads have been given all relevant, obligatory, and applicable approvals for posting such materials with the content included and in the format uploaded, including but not limited to approvals from the Institutional Review Board and third parties with whom Users have relevant contractual obligations; and
6. User Uploads must be void of all identifiable information (personal data according to [RGPD, Law 58/2019 of August 8](#)), such that re-identification of any subjects from the amalgamation of the information available from all of the materials (across datasets and dataverses) uploaded under any one author and/or User should not be possible.

Specifically, User Uploads cannot contain social security numbers; credit card numbers; medical record numbers; health plan numbers; other account numbers of individuals; or biometric identifiers (fingerprints, retina, voice print, DNA, etc.). The only exceptions for when identifiable information is allowed are when:

- a) the information has been previously released to the public;
- b) the information describes public figures, where the data relates to their public roles or other non-sensitive subjects;
- c) a sufficient length of time has passed since the collection of the information;
- d) all identified subjects have given explicit informed consent allowing the public release of the information in the dataset; or
- e) all identified subjects are deceased and the data does not respect the categories provided in the article 17 of the Portuguese law implemented by [RGPD, Law 58/2019 of August 8](#), or if other legislation explicitly restricting their processing applies to them.

Licenses and Permissions to DUnAs

You grant to DUnAs all necessary permissions and required licenses to make the Content you submit or deposit available for archiving, preservation and access, in the Site.

This includes, without restriction, permission to:

1. Re-disseminate copies of the Content in a variety of distribution formats according to the standard terms of use of DUnAs;
2. Promote and advertise the Content in any publicity (in any form) for DUnAs;
3. Describe, catalog, and document the User Submissions;
4. Store, translate, copy or re-format the Content in any way to ensure its future preservation and accessibility, and improve usability and/or protect respondent confidentiality; and
5. Incorporate Metadata or documentation in the Content into public access catalogues.

You also grant to DUnAs all necessary permissions, waivers and required licenses to share any Published Content's metadata you submit or deposit with DataCite (<http://datacite.org>).

You represent and warrant that you are lawfully entitled and have full authority to license to DUnAs the Content you submit or deposit in the ways described in these Terms of Use; and 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.

None of the above supersedes any prior contractual obligations with third parties that require any information to be kept confidential. Nothing in this Agreement obligates you to disclose information to DUnAs if such information is otherwise confidential or proprietary. DUnAs does not approve User Uploads before they are posted; therefore, you are solely responsible for the User Submissions you post on or through the Service and all possible confidentiality or other privacy issues that may arise from your posting any User Uploads.

User Submission Data Usage License Agreement

You acknowledge that DUnAs default data usage license agreement for all uploaded materials is a Creative Commons Zero (“CC0”) Public Domain Dedication Waiver. For more information, please visit Creative Commons Zero Full Legal Text (<https://creativecommons.org/publicdomain/zero/1.0/legalcode>).

Users also have the option to choose CC BY 4.0 license or drafting a custom data usage license agreement. By choosing to draft a custom data usage license agreement for a particular dataset, users represent that:

1. They have written themselves or have permission to use the language of the data usage license agreement they choose;
2. The data usage license agreement covers all restrictions and protections they wish to retain and will not rely on the Site to provide any further protections or restrictions;
3. They are solely responsible for ensuring the data usage license agreement is legally sound and that the Site is not responsible for anything included; and
4. Nothing in the data usage license agreement conflicts with, supersedes, or limits any prior contractual obligations on the part of the User, any third parties, downloaders, or the Site.

Users also have the option of choosing to use DUnAs restricted data usage license agreement (“Data Use Agreement”). By choosing to use the Data Use Agreement, users acknowledge and agree that:

1. DUnAs owes no obligation or responsibility and makes no representations with regards to the legality, enforceability, accuracy, or desirability of the Data Use Agreement;
2. DUnAs is not a party to the Data Use Agreement and cannot be held accountable for any terms found within the Data Use Agreement; and
3. DUnAs has no obligation to aid or support either party of the Agreement in the execution or enforcement of the Data Use Agreement’s terms. Users are responsible for establishing, maintaining, and enforcing the license terms they wish to use for access to and use of User Uploads. DUnAs is not responsible for any inaccuracies, unenforceable terms, or liabilities that may arise from choosing any of the options afforded in this Agreement, and DUnAs will not be responsible for reviewing or enforcing compliance of any terms the User may choose to employ.

Downloading User Submissions

DUnAs assumes that it will use all reasonable efforts to maintain open access to datasets for users to download, subject to Depositors’ restrictions and any applicable legal restrictions. DUnAs collects and stores Download Data from each download for all users (both registered and guest), which can then be downloaded and accessed by the Depositor. Downloaders must be registered Users of the Site or guests that agree to the CC0 waiver or the Custom Data Usage Agreement for a dataset in order to take advantage of the Site’s Services, including downloading any materials or datasets.

Downloaders represent that, in downloading any material from DUnAs, they:

1. Have read and understood the Site’s Community Norms (<https://dataverse.org/best-practices/dataverse-community-norms>);
2. Will abide by the applicable data usage license agreement attached to the dataset;
3. Acknowledge that their account information (for Users) or temporary site identification information (for Guests) may be recorded upon download, which can then be viewed by the owner of the User Upload;
4. Have done their due diligence in ensuring that they do not download and use any datasets or other materials where prohibited by applicable law.

Termination

DUnAs 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 DUnAs at sbidm-dunas@ua.pt.

Warranties

The service (including, without limitation, all content and user uploads) is provided “as is” and “as available” and 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, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Without limiting the foregoing, DUnAs does not warrant that: (a) the content or user uploads are timely, accurate, complete, reliable or correct in their posted forms on the service; (b) the service will be secure ; (c) the service will be available at any particular time or location; (d) any defects or errors will be corrected; (e) the site, content or any user uploads are free of viruses or other harmful components; or (f) the results of using the service will meet your requirements. Your use of the service and any content is solely at your own risk.

Limitation of liability

In no event shall DUnAs and its affiliates, or their directors, employees, agents, partners, or suppliers, be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the service or any content or user submissions (i) for any direct damages, or (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever.

Indemnification

You will indemnify and hold DUnAs 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 (i) your use or misuse of the Service; (ii) your access to the Site; (iii) your violation of the Terms of Use; or (iv) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity,

including but not limited to infringements upon any and all representations made by you in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

Dispute Resolution

You and DUnAs agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These Terms of Use shall be governed by and interpreted in accordance with the law. All disputes under these Terms of Use will be resolved in the applicable courts. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

Integration and Severability

This Agreement is the entire agreement between you and DUnAs with respect to the Service and use of this Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and DUnAs with respect to this Site (but excluding the use of any third-party software, widgets, and applications that may be subject to a separate end-user license agreement). 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

Miscellaneous

DUnAs 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 outside the specified terms of this Agreement. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees.

Adapted from:

The Odum Institute. (2022). *Odum Institute Data Archive: UNC dataverse terms of use.*

https://odum.unc.edu/wp-content/uploads/sites/1060/2020/01/Policy_UNCDataverseTermsOfUse_20170501.pdf

Harvard Dataverse. (2020). *General terms of use.*

<https://support.dataverse.harvard.edu/harvard-dataverse-general-terms-use>

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