

## **fairestcityintheworld / schoenstestadtderwelt – terms of use**

1 October 2009

Welcome to schoenstestadtderwelt / fairestcityintheworld ("**Fairest City Platform**").

By accessing or otherwise using the Fairest City Platform you agree and acknowledge to be bound by these terms of use ("**Fairest City Terms**"). If you do not agree to these Fairest City Terms, please do not access the Fairest City Platform.

### **1. Scope**

The Fairest City Platform is a research project.

The Fairest City Platform is related to the correspondent book, which is published by Lars Müller Publishers ("the world's fairest city – yours and mine" ISBN 978-3-03778-186-9 / "meine, deine schönste stadt der welt", ISBN 978-3-03778-185-2). The authors of the book are referred to as the "**Fairest City Team**".

The Fairest City Platform will be active from 1 October 2009.

The Fairest City Team does not endorse any opinions or recommendations made by the users/authors of the Fairest City Platform.

### **2. Registration, user commitments**

Upon registration, the user/author acknowledges these Fairest City Terms. The user/author commits him or herself to keep the included passwords to access the Fairest City Platform secret and to immediately inform the Fairest City Team with the help of the contact form of the Fairest City Platform as soon as he or she suspects that the password is known to unauthorized third parties. The user/author shall be liable for any damages resulting thereof.

### **3. Content and use of the Fairest City Platform**

The Fairest City Platform saves information of the user/author. The Fairest City Platform and its content shall be solely used for research and non-commercial purposes within the framework of the book "the world's fairest city – yours and mine" / "meine, deine schönste stadt der welt".

All contents of the Fairest City Platform are subject to the copyright of the relevant user/author. Any use of this material by third parties other than the Fairest City Team requires the written consent of the copyright holder.

The user/author is solely responsible for the content he or she saves on the Fairest City Platform. Hence the user/author warrants that by doing so he does not infringe upon laws of moral conventions or rights of third parties (name, right of publicity, copyright, trademark, image copyright, right of reproduction, data privacy laws, etc.). Unlawful content on the Fairest City Platform is forbidden, especially pornographic material or content, which is offensive or glorifies violence or invokes criminal acts or the instruction thereof.

In addition the positioning of content with respect to political activities, such as party meetings, demonstrations, flyer distribution or signature collection events as well as the reproduction of political symbols is not allowed. Furthermore, no content may be posted that offends other members and users or harasses or damages them in any way.

In such cases the Fairest City Team has the right to refuse or delete immediately the content and the profile/account of the user/author, without any prior notice to the user/author.

Downloading of data from the Fairest City Platform on any medium that is in any way capable, due to its nature or configuration (i.e. viruses), size or duplicating abilities (i.e. spamming), to endanger the inventory, operation and the data network of the Fairest City Platform is forbidden. The user/author will be held liable for any damages resulting out of such infringement.

The Fairest City Team does not audit the content of the users/authors of the Fairest City Platform, although care is taken in regularly reviewing uploaded content regarding compliance with these Fairest City Terms.

### **4. Grant of rights**

The user/author hereby grants the Fairest City Team a non-exclusive, non-transferable, geographically unlimited, royalty-free right to use the contents uploaded by him/her on the Fairest City Platform within the scope of the research project for documentations (books, brochures, articles) and for exhibitions. The name of the user/author of the content will not be mentioned.

The user/author has the right to retract his content at any time. All content being not withdrawn will be used according to the granted license above.

#### **5. Warranties, disclaimers**

The user/author acknowledges that this Fairest City Platform is of an experimental nature. All materials, information and images on the Fairest City Platform are provided "as is" and "as available". The Fairest City Team makes no warranties whatsoever for the accuracy, content, completeness or reliability of information or material available or displayed on the Fairest City Platform.

The Fairest City Team warrants that the Fairest City Platform is consistent to its essential functions. Excluded from the guarantee are any errors, which do not lie within the sphere of influence of the Fairest City Platform (force majeure, by fault of third parties, etc.) that result through external influences, operating errors or changes, supplements, expanded or changed features, repair attempts or other manipulations not caused by the Fairest City Team. The Fairest City Team can limit the access to the Fairest City Platform as long as the security of network operation maintenance of network integrity, especially the prevention of serious network dysfunction, software or saved data requires this.

The Fairest City Team disclaims any responsibility for the deletion or the failure of stored data.

#### **6. Liabilities, indemnification**

The Fairest City Team shall not be liable for any images, graphics, texts or other content, which are uploaded by the users/authors on the Fairest City Platform, and for any direct, consequential or other damages resulting thereof.

The user/author will indemnify, defend and hold harmless the Fairest City Team from any liability, damage, loss, or expense incurred by or arising out of the breach of these Fairest City Terms, especially from any claims of third parties regarding infringement of copyrights, licenses, trademarks, image, etc.

#### **7. Links**

The Fairest City Team may provide links from the Fairest City Platform to other World Wide Web sites or resources. The linked sites or resources are not under the control of the Fairest City Team and therefore the Fairest City Team is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

#### **8. Data protection**

Any personal data of the user/author of the Fairest City Platform will be handled confidentially according to the Swiss Data Protection law. Data collection, use and processing are carried out electronically. Furthermore the user/author is made aware that the Fairest City Platform is entitled to process and use inventory and connection data of the user/author, when needed in order to recognize, contain, and eliminate disturbances and errors on telecommunications systems.

All personal data of the user/author will be deleted in case of the user/author delete his profile/account of the Fairest City Platform.

The user/author agrees that the Fairest City Team may send emails to the user/author regarding technical support with technical instructions and information on the extent of the accessed services, expansion opportunities, and other information relevant to the operation of the Fairest City Platform.

#### **9. General terms**

The Fairest City Team is entitled to change or supplement these Fairest City Terms with adequate prior notice. Notification will occur exclusively on the Fairest City Platform.

These Fairest City Terms are enforced in accordance with Swiss law. Place of jurisdiction is Zurich / Switzerland.