

# Terms of use/Terms and conditions



[www.art-bloxx.com](http://www.art-bloxx.com) | [www.art-bloxx.de](http://www.art-bloxx.de) | [www.art-bloxx.org](http://www.art-bloxx.org) | [www.art-bloxx.at](http://www.art-bloxx.at) | [www.art-bloxx.net](http://www.art-bloxx.net) | [www.art-bloxx.ch](http://www.art-bloxx.ch)  
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**Effectiveness:** All services, which are offered on the platform of ART-Bloxx, as well as linked sides, are subject to the following terms of use/terms and conditions, which you agree without reservation with each attendance and/or use.

Law applicable/jurisdiction: Austria

## § 1 Changes of the terms of utilisation/terms and conditions

Changes of the terms of use/terms and conditions can be carried out by us any time and are also effective for existing contractual relationships.

The terms of use/terms and conditions of ART-Bloxx apply to all services which we produce towards a contracting partner. They also apply to future business deals, even if it was not expressly referred to these.

## § 2 Data security

We are entitled to store and evaluate, connecting data, in particular Source-and Destination-IP, as well as connections with data and all log files stored beside the evaluation for settlement purposes and for the protection of own calculation and that of third.

In addition, these data may be used to remove technical defects.

Of each file, the name, the ending, the time for the upload, the IP address of the “uploader” will be stored in order to co-operate with investigating authorities if requirements of a third person occur.

We can store and see further data of the users as well as make these data available to investigating authorities at any time and without notice in advance.

## § 3 Obligations of the user

The user is obligated to check the following references BEFORE an upload:

- Ensuring of all rights. Before upload check if the uploaded file violates valid right or a paragraph of the terms of use.
- Before upload each file must be checked on viruses-and spyware.
- All files must not contain the password or must not be encoded.
- In no case encode all files.
- All files must contain the correct ending and must not be renamed in order not to change the content. As a result, our filters work.
- If you notice a file that offends against valid right during uploading, delete this file immediately in the member zone.
- Protection of minors: Before uploading each file must be examined in accordance with the law for the protection of the youth and if necessary marked accordingly.

We point out that all files, which offend against valid right, will be immediately deleted and put on a filter list so that a renewed upload (with the same file name) is prevented.

We distance ourselves from the contents of ART-Bloxx as well as from all uploaded linked files. Each artist is responsible for his or her files and the according content.

#### **§ 4 Damages**

Any demands (damages, regress) against us are excluded.

#### **§ 5 Violation**

Every misuse-notification must be sent to the e-mail address: [info@art-bloxx.com](mailto:info@art-bloxx.com).

Only notifications with completed file links (hyperlinks) will primarily be considered.

#### **§ 6 Disclaimer**

We do not assume liability for the availability of services, the receipt of data, damages of third person, violation of copy right as well as for violation against Austrian-, International-, EU,- or other right. In case files offend against valid right or against the specifications according to § 3 (obligations of the user), we reserve the right to delete these files without warning.

#### **§ 7 Content test**

It is forbidden to upload the archive (for example, \*.rar, \*.zip), which by the use of an archive program contains a password or has been encoded. It is also forbidden to upload files that have been renamed in a way that it is no longer obvious what kind of file it may be (for example, RAR-Archive as ZIP...). In order to prevent claims, we reserve the right to open archives and save contents for the cooperation with authorities. We will check in a regular way, according to our possibilities, all uploaded files. We point out that all files, which seems immoral, right wing oriented, or which offend valid right, will be immediately deleted and come of a filter list. This way a renewed upload (with the same name) is no longer possible.

#### **§ 8 Links**

Hereby we distance ourselves from the content of linked sites.

#### **§ 9 Rights & Copyrights of uploaded contents**

- The rights of all works remain, according to the ECG (E-Commerce Law) with the artists. ART-Bloxx can reserve the right to use videos for presentation purposes without asking the artist.
- Contents or files must not be uploaded without an explicit agreement of the legitimate owner.

#### **§ 10 Other**

- We will erase all files that have been improperly sent without examination.
- In case of an official order we immediately erase all problematic files.
- It is forbidden to profit from our services by using up too much space or by causing too much "traffic".

- We do not allow hacking/cracking. Every try will be recorded and executed. We punish every try with a claim for indemnification.
- We do not assume liability or claims, if our services are not fully available or do not work properly.
- Opinions, which are placed in a forum, reflect the attitudes of the user. In this case we do not assume liability or claim.
- Parents are liable for their children.

### **§ 11 Severability clause**

Should one or several of the listed regulations are or become invalid, the rest of the regulations still remain valid. Should you do not understand or agree with a paragraph or a part of it, we enjoin you from profiting from our services as well as from visiting our websites.

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