

Culture24

DIRECT DATA ENTRY SYSTEM

TERMS & CONDITIONS OF USE

Thank you for your interest in registering with and/or subscribing to the Culture24 Direct Data Entry (“DDE”) system. These Terms and Conditions of Use constitute the agreement between you and Culture24 regarding our respective responsibilities and obligations in respect of the DDE system and its use.

Culture24 currently offers the registration and use of our DDE system to publically-funded and/or non-profit cultural venues and organisations free of charge. This free service is offered wholly at our discretion and may be withdrawn at any time.

In November 2012 Culture24 launched a subscription service for the benefit of commercial/for-profit art galleries and venues. In return for an annual fee (current rate card here) such venues and organisations may apply for to register with Culture24’s DDE system. Culture24 reserves the right to refuse this paid-for subscription service where we deem a cultural venue or organisation unsuitable for inclusion within our database and public-facing web services.

The Terms and Conditions below cover and apply equally to both venues registered free of charge and venues that are paying subscribers.

Please read these Terms and Conditions of Use carefully before registering and/or subscribing to use the DDE system. By registering and/or subscribing, you confirm that you understand and accept these Terms and Conditions of Use and agree always to act in accordance with them. If you do not agree to these Terms and Conditions of Use, please refrain from registering and/or subscribing to use the DDE system.

ABOUT CULTURE24

Culture24 (in this agreement “Culture24” or “We”/ “Us” depending on the context) is a company limited by guarantee and a registered charity having its principal place of business at 28 Kensington Street, Brighton BN1 4AJ, Sussex. It operates independently on a not-for-profit basis and receives government funding. It is governed by a Board of Trustees.

Culture24 publishes a number of websites (“the Culture24 websites”) including <http://www.culture24.org.uk/>, <http://www.show.me.uk/> and <http://www.caboodle.org.uk/>.

Culture24’s vision is for a more unified cultural sector that is better able to embrace the virtual world, contribute to the creative and tourist economies, add value to public investment and advocate the role of culture in learning.

ABOUT YOU

You are a cultural institution or organisation wishing to make use of the services of Culture24 and in particular the DDE system to store and facilitate the publication of information about who you are and what you offer. In these Terms and Conditions of Use you are referred to as a “Venue” (or “You” as the context requires). (We use the expression “Venues” in these Terms and Conditions of Use to refer to all cultural institutions which are eligible to register as users of the DDE System; this may include you, depending on the context.)

THE DDE SYSTEM

The DDE System is a computer-based system incorporating a database and other components, including user interfaces and APIs, owned, maintained and operated by Culture24 and designed to contain the following types of information (collectively “Data Resources”) about Venues:

- *Basic venue information:* venue name, address, url, publicly accessible contact details, description, location, facilities information (including but not limited to the presence of disabled access, refreshments, garden, car park etc) services information (including but not limited to the fact that a venue is licensed for weddings, has conference rooms for hire, provides education services) and a representative image of the venue.
- *Events information:* name, dates, times, costs, target audiences and descriptions of exhibitions and events at the venue plus a representative image for the event or exhibition.
- *Collections information:* an overview of collections held at the venue, lists of key exhibits and artists represented within the collections, keywords and one representative image per collection.
- *Resources information:* names, descriptions, urls, cost, type, access details of a wide range of resource types, from bookable lectures to CDs, websites, loan boxes and brochures. No resources are hosted within the database; they are simply described and signposted.

GENERAL

You wish to register Data Resources (“your Data Resources”) in the DDE System and to make them available for the uses described herein. We agree to allow you to access and use the DDE System for the sole purpose of registering, modifying and updating your Data Resources.

Your access to and use of the DDE System is permitted by us on a temporary basis. We reserve the right to withdraw, suspend, restrict your access to or use of the DDE System in certain circumstances including but not limited to for purposes relating to the general maintenance of the DDE system (whether previously scheduled or not) or in order to investigate and resolve complaints or problems associated with Data Resources. We further reserve the right to modify the DDE System. We will not be liable if for any reason the DDE System is unavailable at any time.

You agree that we may use and you grant us hereby a worldwide, non-exclusive royalty free licence in perpetuity to so use all Data Resources you register in the DDE System (“your Data Resources”) for the following purposes:

- i. To reproduce, store and host your Data Resources in the Culture24 database
- ii. To publish your Data Resources on the Culture24 websites
- iii. To publish and distribute your Data Resources as part of other Culture24 digital services (in mobile applications for example)
- iv. To publish, cause to be published or authorise the publication of your Data Resources on the websites [and in print publications or other media] of third parties with whom Culture24 has an entered into an agreement for the use of its publication system (“Customers”)
- v. To make your data resources available via data feeds managed and controlled by Culture24 to Customers.
- vi. To authorise the use of your Data Resources in connection with Customer services (direct feeds to learning platforms for example)

You further agree that we may charge such fee as we see fit from third parties that we supply with your Data Resources and for any authorisation we grant to such third party enabling their use of you Data Resources. You further agree that you will have no right to or any call whatsoever upon any such fees or part thereof provided they are applied, after

deduction of any third party expenses, exclusively for the charitable purposes of Culture24 in accordance with its constitution.

We will use reasonable efforts to keep you advised of our Customers and their use of your Data Resources by:

- Maintaining an up-to-date list of our Customers within the DDE System
- Publishing news reports and alerts of our Data Resource sharing initiatives with Venues and Customers

REGISTRATION AND SUBSCRIPTION

To register you as a user of the DDE System and to subsequently log on to use it, your authorised representative (that is, a person within your organisation you designate as having authority to act on your behalf with respect to your access and use of the DDE System) will be required to provide a user identification and password (the “identity credentials”). These identity credentials are to be treated as confidential and are not to be disclosed to anyone other than another authorised representative within the Venue. You are also responsible for ensuring that all your authorised representatives who access the DDE System using their identity credentials are authorised to do so, are aware of these Terms and Conditions of Use, and comply with them in their own right and on your behalf at all times. We have the right, at any time, to disable identity credentials (whether chosen by your authorised representative or allocated by us) if we believe you and /or your authorised representative have failed to comply with any of these Terms and Conditions of Use.

You are responsible for making all such technical arrangements within your control as are necessary to enable you to have access to the DDE System. As we anticipate updating the DDE System from time to time you should check regularly your ability to access and use it.

INTELLECTUAL PROPERTY RIGHTS

We own all the intellectual property rights embodied in the DDE System and any ancillary systems we develop for the making available of the Data Resources including, but not limited to, any patents, trade marks, copyrights, design rights and database rights. All such rights are reserved by us worldwide.

If either you or we become aware of any potential or actual infringement or misuse of any Data Resources or the DDE System or any security breach in connection with its operation or any authorised service supported by it you or we (as appropriate) shall notify the other

party promptly of such infringement, misuse or security breach case as the case may be. You and we agree to co-operate in good faith with each other to remedy the issue as soon as reasonably practicable.

Any complaints received by us about your Data Resources will be promptly forwarded to you at our earliest convenience, by e-mail subject to you providing us with a suitable e-mail address.

PRIVACY POLICY

In order to access and use the DDE System your authorised representative will be required to provide the following personal data:

- Name
- Position within Venue
- Contact details (e-mail address, phone number, postal address if different from that of your venue)

Additionally, your Data Resources may contain personal data about individuals within the Venue including contact details required for obtaining additional information about the Venue.

Any personal data information submitted to us shall be processed by us in accordance with our Privacy Policy which can be found at <http://bit.ly/Umsa1U>. When your authorised representative agrees to submit personal data in order to register you with the DDE System, that person also consents to our processing of her or his personal data in accordance with the terms of the privacy policy. When you submit personal data (including, but not limited to, an individual's name and contact details) as part of your Data Resources you will only do so on the strict condition that the data subject has been informed that the specified personal data is to be registered with and processed by us, has been given a copy of our Privacy Policy and has given her or his express consent to the submission, registration and use of the personal data as part of your Data Resources within the DDE System.

WARRANTIES

You warrant to us that:

- if your institution or organisation operates on a for-profit or commercial basis you agree to pay the required annual subscription fee promptly and in full;
- you have the full unencumbered right to enter into these Terms and Conditions of Use and to authorise all such use by us and/ or our Customers of your Data Resources as provided for herein;
- all Data Resources you register with the DDE System are, to the best of your knowledge, fit for purpose and accurate;
- we have, whether under the Data Protection Act 1998 or otherwise, the right to process any and all Data Resources provided by you to us
- you will not register any Data Resources that are defamatory, libelous, obscene or otherwise unlawful or which in their own right or by being registered by you in the DDE System and/ or used as provided for herein, infringe any third party's intellectual property rights;
- you will not by registering Data Resources or by any other means, introduce into the DDE System any viruses, Trojan horses, worms, time bombs, web bugs or other computer programming routines that are or may be intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, device, equipment, computer program, Data Resources (including any personal information), usage and traffic information whether of Culture24, another Venue, a Customer or any third party using the DDE System.

LIABILITY

The DDE System is provided to you "as is" without any guarantees, conditions or warranties as to its accuracy, efficiency, fitness for purpose or security. Your use of the DDE System shall be at your sole risk.

To the fullest extent permitted by law, and except where expressly stated in these Terms and Conditions of Use, all conditions, warranties, covenants, representations and undertakings which may be implied, whether statutory or otherwise, in respect of the performance by either party of its obligations are excluded.

We shall not be liable to you for:

- any loss or damage howsoever arising by reason of the DDE System being unavailable at any time;

- any loss or damage incurred by you in connection with your registration of your Data Resources in the DDE System or in connection with the use, inability to use, or results of the use of the DDE System and/ or any Data Resources it contains;
- indirect or consequential loss or damage howsoever arising;
- any loss (whether direct, indirect or consequential) of profits, business, use, anticipated savings, goodwill, damage to reputation, contracts, income or revenue, or for any loss arising from damaged, corrupted or lost Data Resources or other data;
- any loss or damage howsoever arising by reason of a denial-of-service attack, or by reason of any viruses, Trojan horses, worms, time bombs or other computer programming routines that are or may be intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate the DDE System or any part thereof or any Data Resources;
- the defect of any Data Resources supplied by you, or of any other Data Resources supplied by any third party;
- the content or operation of any third party websites, services or other media linked to or supplied by the DDE System; or
- (to the maximum extent permitted by law) for any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

You shall not be liable to us for any claims arising out of any amendment made by you to any Data Resources you register in the DDE System except where you are in breach of your obligations and warranties under these Terms and Conditions of Use.

Where we are liable to you (notwithstanding any of the limitations and exclusions above), our aggregate liability to you (whether under these Terms and Conditions of Use or otherwise) shall not exceed in total an amount equal to £1.00, whether such liability arises in contract, tort, misrepresentation, breach of duty or otherwise (subject only to the following paragraph).

Nothing in these Terms and Conditions of Use shall limit either your or our liability for death or personal injury arising from negligence, for fraud, for fraudulent misrepresentation, under section 2(3) of the Consumer Protection Act 1987, nor for deliberate personal repudiatory breaches nor any other liability which cannot be excluded or limited under applicable law.

SUSPENSION AND TERMINATION

Either you or we may terminate this agreement at any time by giving three months' notice in writing to the other. Additionally, If you fail, or we have, in our opinion, strong grounds to believe that you have failed to comply with any of these Terms & Conditions of Use or if you commit or we have, in our opinion, strong grounds to believe that you have committed an infringement or other breach of our or any third parties' intellectual property rights we may, at our sole discretion and without prior notice to you:

- suspend your access to and use of the DDE System for a specified period of time
- Block access to your Data Resources through the DDE System and remove it from any websites or feeds for a specified period of time
- terminate this Agreement, block your access to the DDE System (or any part thereof) and remove all your Data Resources therefrom.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, this agreement and you access to and use of the DDE System.

These Terms & Conditions of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

MISCELLANEOUS PROVISIONS

We may revise these Terms & Conditions of Use at any time. You are expected to check from time to time to take notice of any changes we make, as they are binding on you. We will also post a notification of any changes we make through the DDE System and, where appropriate, notify you by email. Some of the provisions contained in these Terms & Conditions of Use may also be superseded or supplemented by provisions or notices published elsewhere by us.

If any provision of these Terms & Conditions of Use is found by any court or other authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part

of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.