

# Terms of Use for User Defined Polygons

---

As at 16<sup>th</sup> March 2012



STATISTIK AUSTRIA  
Bundesanstalt Statistik Österreich  
A-1110 Wien, Guglgasse 13  
Tel.: +43-1-71128-0  
[www.statistik.at](http://www.statistik.at)

## **1. General information**

### **1.1. Usage permission**

Statistics Austria, Federal Institution under Public Law, assigns the data user non-exclusive permission to use the data that is the subject of these Terms of Use. This usage permission may not be transferred.

### **1.2. Duty to refer to authorship**

The data user is obliged to refer to the copyrights and related property rights of Statistics Austria, Federal Institution under Public Law, on all copies of the original data and on all subsequent products in a suitable form.

### **1.3. Usage agreement**

- (1) A usage agreement must be concluded between Statistics Austria, Federal Institution under Public Law, and the data user in order for data based on customer defined polygons to be used.
- (2) Usage of the data released is only permitted after the data user has filled in, signed and forwarded the present Terms of Use to Statistics Austria, Federal Institution under Public Law.
- (3) In the event that this usage agreement is contravened, Statistics Austria, Federal Institution under Public Law, is entitled to terminate said usage agreement with immediate effect. Upon termination of the usage agreement, the data user is obliged to delete all data based on the data provided as well as the underlying original data at the request of Statistics Austria, Federal Institution under Public Law. The contractual penalty provisions in Point 3 of these Terms of Use are not affected by such a termination.

### **1.4. Liability of the data user**

In the event of usage acts that are contrary to the agreement, the data user is fully liable for any loss or damage sustained by Statistics Austria, Federal Institution under Public Law. The data user is liable for the legally effective transfer of liability to its customers. Upon the legally effective transfer of liability to its customer (data end user), the data user is relieved of liability for usage acts of said customer that are contrary to the agreement.

### **1.5. Duty of the data user to supply information**

The data user is obliged to inform Statistics Austria, Federal Institution under Public Law, in writing of all information required to define the usage rights to be applied and of all changes resulting in the application of other usage rights. This may require a new written usage agreement. The information required can be found in the order forms provided by Statistics Austria, Federal Institution under Public Law.

### **1.6. Editing and processing of the data by a service provider**

The data user is permitted to pass on the data from Statistics Austria, Federal Institution under Public Law, to a service provider for data editing purposes. The service provider may only use the data to perform a specific task. Any usage of the data that goes beyond the direct task is not permitted. An undertaking to this effect shall be signed by the data user and by its service provider(s). Liability for any misuse of the data rests with the data user. The service provider shall completely delete the data at its premises upon completion of the work commissioned.

## **1.7. Copies of the database**

Copies of the database may only be made for data backup purposes in line with the Terms of Use agreed.

## **1.8. Usage fees**

The amount of the usage fee depends on the usage rights (internal use, commercial use, resale). See Points 2.1 to 2.3 in this respect.

# **2. Usage rights**

## **2.1. Internal use**

- (1) These usage rights allow the data user to use the data for internal purposes only. The data or any subsequent products derived therefrom may not be passed on to third parties either against or without payment.
- (2) If the data is passed on to a service provider of the data user for editing and the results are only used internally by the contractor, this is admissible pursuant to Point 1.6.
- (3) For central and local government, internal use (including integration into non-commercial applications) is only permitted provided that it arises within the context of governmental activities. Usage in areas of private sector administration is not permitted.
- (4) If the data is used for both governmental activities and in areas of private sector administration in equal proportions, this is admissible if the data is not circulated commercially by private sector administration.
- (5) The prices according to the current charging structure for acquisition apply to internal use.

## **2.2. Commercial use excluding resale**

- (1) Commercial use excluding resale of the data applies when subsequent products of the data user are made accessible to the public, irrespective of whether the data user derives a profit therefrom.
- (2) The data user must ensure that third parties are unable to derive (extract) the (original) data.
- (3) A surcharge of 40% of the price according to the current charging structure for acquisition shall also be paid for usage of the data for analyses or evaluations for third parties that goes beyond internal use.

## **2.3. Commercial use including resale**

- (1) Commercial use including resale applies when the data is resold in an unchanged form or is passed on or resold in an analogue or digital subsequent product (due to further editing or processing by the data user).
- (2) For these usage rights, a surcharge of 400% of the price according to the current charging structure for acquisition shall also be paid.

- (3) The end data user is not permitted to pass on or sell the data. The data user undertakes to expressly impose this regulation on the end data users in its agreements with said end data users.
- (4) Statistics Austria, Federal Institution under Public Law, is granted the right to inspect the books of the data user and to check the IT equipment of the data user for monitoring purposes. The data user is obliged to facilitate inspection and checking within five working days of a written request by Statistics Austria, Federal Institution under Public Law, and to grant access to all business premises.
- (5) In the event that the data user breaches this agreement, the data may no longer be used and must be deleted immediately by the data user.

### **3. Contractual penalty**

- (1) In the event of a breach of Points 1.3, 1.4, 2.1 and 2.2 of these Terms of Use or if the right of inspection is not granted in due time pursuant to Point 2.3 of these Terms of Use, the data user undertakes to pay for each breach a contractual penalty, which is not subject to reduction by judgment, of 100% of the amount of the usage rights originally acquired. In the event that the end data user passes on data contrary to the agreement in the case of usage permission pursuant to Point 2.3 of these Terms of Use, said data user shall pay a contractual penalty of the above amount.
- (2) Payment of this contractual penalty does not accord usage permission to persons using the data without permission.