

Speciale voorwaarden

Aangaande de toestemming, ingevolge artikel 8, lid 3, van het (standaard) Exploitatiecontract A (Auteur), voor gebruik van niet-commerciële Creative Commons Modelovereenkomsten door Auteurs, voor promotionele doeleinden

Overwegingen

In aanmerking nemende dat

- Vereniging Buma als enige organisatie in Nederland toestemming heeft verkregen, als bedoeld in artikel 30a Auteurswet 1912, van de Minister van Justitie tot het als bedrijf, zonder winstoogmerk, bemiddelen inzake muzikauteursrecht. Onder bemiddelen inzake het muzikauteursrecht wordt verstaan het sluiten of ten uitvoerleggen van overeenkomsten betreffende de uitvoering in het openbaar van muziekwerken. Daartoe zijn door Buma (standaard) Exploitatiecontracten gesloten met rechthebbenden;
- Stichting Stemra als organisatie in Nederland mechanische reproductierechten exploiteert, zonder winstoogmerk, op basis van overeenkomsten daartoe gesloten met auteurs, auteursrechthebbenden en aan Stemra gelijksoortige organisaties in het buitenland.
- Creative Commons Nederland (hierna te noemen: Creative Commons) een samenwerkingsproject is van Waag Society, Kennisland en het Instituut voor Informatierecht (IVIIR). Creative Commons streeft naar de ontwikkeling en promotie van, en de voorlichting over de Creative Commons-licenties in Nederland.
- Creative Commons, stelt daartoe modelovereenkomsten beschikbaar, waarvan bij Buma Stemra aangesloten Auteurs gebruik kunnen maken bij het licenseren van het niet-commercieel gebruik van hun Werken, zonder dat de bescherming die het auteursrecht hen biedt, wordt opgegeven;
- tegen de achtergrond van technologische ontwikkelingen Buma Stemra aan haar individuele aangesloten auteurs de mogelijkheid biedt, om onder Speciale Voorwaarden structureel gebruik te maken van de mogelijkheid om zelf niet-commercieel gebruik van hun eigen Werken voor promotionele doeleinden te licenseren, door gebruik te maken van de licentievoorwaarden zoals gesteld in de Creative Commons Modelovereenkomsten, zoals deze zijn weergegeven in de bijlage en zonder dat daar enige vorm van betaling tegenover staat;
- Buma Stemra het pilot-project met Creative Commons, onder Speciale Voorwaarden, omzet in een structurele voorziening voor rechthebbenden.

Artikel 1 Definities

In deze speciale voorwaarden wordt verstaan onder:

- A. **“Auteur”**: de componist en/of de tekstdichter die een Exploitatiecontract A (auteur) met Buma Stemra heeft gesloten.
- B. **“Buma Stemra-rechten”**: muziekauteursrechten en mechanische reproductierechten als bedoeld in het Exploitatiecontract.
- C. **“Commercieel Gebruik”**: elk gebruik van het Werk door ‘for-profit’ instellingen wordt als commercieel gebruik aangemerkt. Tevens wordt in aanvulling hierop, in het kader van de Creative Commons voorziening voor rechthebbenden, het verspreiden, in het openbaar tonen, op- of uitvoeren of online beschikbaar stellen van Werken tegen betaling of andersoortige financiële vergoeding (inclusief gebruik van een werk in combinatie met advertenties, reclameacties of andere soortgelijke activiteiten die ten doel hebben inkomsten te genereren voor de gebruiker of derden) als commercieel gebruik aangemerkt. Verder wordt, in het kader van de Creative Commons voorziening voor rechthebbenden, als commercieel gebruik in elk geval aangemerkt:
 - het verspreiden, in het openbaar tonen, op- of uitvoeren of online beschikbaar stellen van Werken door omroeporganisaties;
 - het gebruik van Werken in horeca-aangelegenheden, werkruimtes, verkoopp ruimtes en winkelruimtes;
 - hetzelfde geldt voor organisaties, zowel in de ‘profit’ als ‘not-for-profit’ sector, die muziek gebruiken bij of naast de uitoefening van hun taken, zoals bijvoorbeeld kerken, (dans-)scholen, instellingen voor welzijnswerk, en dergelijke.

Voor deze commerciële vormen van gebruik zijn bij Buma Stemra afzonderlijke licenties verkrijgbaar.

- D. **“Niet Commercieel Gebruik”**: elk gebruik van het Werk dat niet valt onder de definitie van Commercieel Gebruik, zoals gedefinieerd onder Artikel 1, sub C van de Speciale Voorwaarden.
- E. **“Creative Commons Modelovereenkomsten”**: de door Creative Commons Nederland, op haar website <http://www.creativecommons.nl>, ter beschikking gestelde niet-commerciële standaardlicenties, 4.0, waarvan, onder de Speciale Voorwaarden, de tekst geldt, zoals die is bijgesloten in de bijlage bij de Speciale Voorwaarden. Op basis van de voorwaarden van deze standaardlicenties kunnen Auteurs zelf het niet-Commercieel Gebruik van hun Werken, ten behoeve van promotionele doeleinden licenseren. Het gaat in de Speciale Voorwaarden uitsluitend om de navolgende 3 niet-commerciële Creative Commons standaardlicenties:
 - De Creative Commons Naamsvermelding-Niet Commercieel 4.0 Nederland Licentie.

- De Creative Commons Naamsvermelding-Niet Commercieel-Gelijk Delen 4.0 Nederland Licentie.
- De Creative Commons Naamsvermelding-Niet Commercieel-Geen Afgeleide Werken 4.0 Nederland Licentie.

Ten tijde van het opstellen van de Speciale Voorwaarden zijn uitsluitend de Engelse teksten van de Creative Commons Modelovereenkomsten beschikbaar. Indien de Nederlandse vertaling daarvan beschikbaar wordt gesteld zal deze na beoordeling en expliciete acceptatie daarvan door Buma Stemra de Engelse tekst vervangen en in de bijlage toegevoegd worden aan de Speciale Voorwaarden.

- F. **“Exploitatiecontract”**: (standaard) Exploitatiecontract A (auteur) tussen Auteur en Buma Stemra als bedoeld in artikel 27 van de Statuten van de Vereniging Buma en de Stichting Stemra.
- G. **“Gebruiksperiode”**: de periode van muziekgebruik waarvoor de Auteur toestemming heeft verleend aan de muziek gebruiker.
- H. **“Speciale Voorwaarden”**: de voorwaarden vastgelegd in dit document welke Buma Stemra stelt bij de toestemming aan haar Auteurs om gebruik te maken van de Creative Commons Modelovereenkomsten, als bedoeld in artikel 2, lid 1, van de Speciale Voorwaarden.
- I. **“Toestemmingsperiode”**: de periode gedurende welke Buma Stemra aan de Auteur de toestemming verleent, ingevolge artikel 2, lid 1, van deze overeenkomst, om niet commerciële licenties, met toepassing van de Creative Commons Modelovereenkomsten te sluiten, welke periode loopt voor de duur van één jaar en welke steeds stilzwijgend met 1 jaar wordt verlengd, tenzij Buma Stemra de voorziening beëindigd.
- J. **“Werken”**: alle auteursrechtelijk beschermde werken waarvan de Auteur de enige auteursrechthebbende is en ten aanzien waarvan de Auteur de Buma Stemra-rechten krachtens het exploitatiecontract met Buma Stemra aan Buma Stemra heeft overgedragen.

Artikel 2 Toestemming en voorwaarden

1. Overeenkomstig het tussen Auteur en Buma Stemra in artikel 8, lid 3, van het Exploitatiecontract bepaalde, verleent Buma Stemra onder de Speciale Voorwaarden, niet-exclusieve, toestemming aan de Auteur om gedurende de Toestemmingsperiode gebruik te maken van een of meer van de Creative Commons Modelovereenkomsten, als bedoeld in artikel 1, onderdeel E, van de Speciale Voorwaarden opdat de Auteur zelf het niet-Commercieel Gebruik, voor promotionele doeleinden, van een of meer Werken van de Auteur, gedurende de Gebruiksperiode kan licenseren.

2. De Auteur geeft op de website van Buma Stemra aan dat het niet-Commerciële Gebruik voor promotionele doeleinden van bepaalde Werken, met toepassing van de Creative Commons Modelovereenkomsten, door hem/haar zelf zal worden gelicenseerd.
3. Door gebruikmaking van een of meerdere van de in artikel 1, onderdeel E, van de Speciale Voorwaarden genoemde Creative Commons Modelovereenkomsten aanvaardt de Auteur automatisch en expliciet de Speciale Voorwaarden van Buma Stemra.

Artikel 3 Niet overdraagbare toestemming

De door Buma Stemra aan Auteur verleende toestemming is persoonlijk en niet-overdraagbaar en zonder recht van substitutie. Desalniettemin is de Auteur bevoegd aan derden bevoegdheid te verlenen om niet-commerciële licenties te verlenen, als bedoeld in artikel 1, onderdeel D, van de Speciale Voorwaarden.

Artikel 4 Omvang en inhoud Werken

Voor wat betreft de omvang en inhoud van de Werken van de Auteur zijn de administratieve gegevens waarover Buma Stemra beschikt voor de Auteur en diens licentienemers bindend, behoudens het recht van de Auteur tegenbewijs te leveren.

Artikel 5 Geen licenties voor Commercieel Gebruik

Het is de Auteur niet toegestaan licenties voor Commercieel Gebruik, als bedoeld in artikel 1, onderdeel C, van de Speciale Voorwaarden, aan te bieden of te verlenen.

Artikel 6 Aansprakelijkheid en vrijwaring

1. De Auteur staat er voor in dat hij geen ruimere licentie(s) verleent dan hem onder de Speciale Voorwaarden is toegestaan.
2. De Auteur vrijwaart Buma Stemra tegen eventuele aanspraken van derden uit dien hoofde en tegen de gevolgen van dergelijke aanspraken van derden voor Buma Stemra.
3. Indien de Auteur niet de enige rechthebbende ten aanzien van de Werken is, moet de Auteur de schriftelijke toestemming om niet van de overige rechthebbenden hebben verkregen, voorafgaand aan de licensering van de Werken onder de Speciale Voorwaarden. Op eerste verzoek van Buma Stemra zal de Auteur voornoemde schriftelijk toestemming aan Buma Stemra overleggen.

Artikel 7 Duur, tussentijdse beëindiging en opschorting toestemming

1. De duur van de in artikel 2, lid 1, van de Speciale Voorwaarden bedoelde toestemming is 1 jaar, welke steeds stilzwijgend met 1 jaar wordt verlengd, tenzij de toestemming,

zoals bedoeld in artikel 2, lid 1 van de Speciale Voorwaarden, ingevolge het derde en/of vierde lid van dit artikel, wordt ingetrokken, en/of Buma Stemra de voorziening voor haar Auteurs, gebruik te kunnen maken van de Creative Commons Modelovereenkomsten, heeft beëindigd.

2. De in artikel 2, lid 1, van de Speciale Voorwaarden, verleende toestemming aan de Auteur om licenties te verlenen, treedt in werking met ingang van de datum waarop de Auteur ingevolge artikel 2, lid 2, via de website van Buma Stemra aangeeft dat het niet-Commerciële Gebruik voor promotionele doeleinden van bepaalde Werken, met toepassing van de Creative Commons Modelovereenkomsten, door hem/haar zelf zal worden gelicenseerd.
3. Buma Stemra is gerechtigd, om de toepassing van de Speciale Voorwaarden met onmiddellijke ingang en zonder rechterlijke tussenkomst tussentijds te beëindigen, indien de Auteur:
 - Zijn/haar verplichtingen uit hoofde van de Speciale Voorwaarden niet of niet behoorlijk nakomt;
 - in staat van faillissement is verklaard;
 - surseance van betaling aanvraagt;Of indien van Buma Stemra naar redelijkheid en billijkheid alle omstandigheden in aanmerking nemende niet kan worden verlangd, dat de Speciale Voorwaarden ongewijzigd worden voortgezet.
4. Bij een wijziging van de Creative Commons Modelovereenkomsten, in welke vorm dan ook, kan Buma Stemra op ieder moment, eenzijdig, zonder rechterlijke tussenkomst, de in artikel 2, lid 1, van de Speciale Voorwaarden verleende toestemming intrekken.
5. Buma Stemra kan op ieder moment, en met onmiddellijke ingang, eenzijdig, zonder rechterlijke tussenkomst, de mogelijkheid voor haar Auteurs, om onder de Speciale Voorwaarden gebruik te kunnen maken van de Creative Commons Modelovereenkomsten, beëindigen.
6. In alle gevallen van beëindiging van de Speciale Voorwaarden, zal de Auteur vanaf het moment van beëindiging van de Speciale Voorwaarden, stoppen met het verlenen van niet-commerciële licenties voor het gebruik van zijn Werken.
7. Onverminderd andere rechtsmiddelen die Buma Stemra ten dienste staan, kan Buma Stemra bij gebreke van nakoming door Auteur van (een deel van de) verplichtingen uit hoofde van de Speciale Voorwaarden, de toestemming uit hoofde van de Speciale Voorwaarden met onmiddellijke ingang opschorten zolang de Auteur in verzuim is.
8. Buma Stemra kan op ieder gewenst moment zonder voorafgaande kennisgeving en opgaaf van redenen en met onmiddellijke ingang de Speciale Voorwaarden wijzigen en/of aanvullen.

Artikel 8 Overige bepalingen

1. Niets in de Speciale Voorwaarden zal Buma Stemra ervan weerhouden om te profiteren van wet- en/of regelgeving met betrekking tot de zogenoemde Thuisroepheffingen, en hier inkomsten uit te verkrijgen.
2. Buma Stemra behoudt zich het recht voor de toestemming met betrekking tot bepaalde Werken niet te verlenen, indien ten aanzien van de Werken een gerechtelijke procedure is gestart of het recht van Buma Stemra ten aanzien van deze Werken wordt betwist.
3. Aan de Speciale Voorwaarden kunnen door partijen na beëindiging van de Speciale Voorwaarden geen rechten voor de toekomst worden ontleend, noch wat betreft de hoogte van de vergoeding, noch wat betreft de auteursrechtelijk relevante handelingen die in het geding zijn.

Artikel 9 Verhouding tussen de Speciale Voorwaarden en de Creative Commons Modelovereenkomsten

Bij strijdigheid tussen één of meer bepalingen in de Speciale Voorwaarden en één of meer bepalingen in de Creative Commons Modelovereenkomsten prevaleert het bepaalde in de Speciale Voorwaarden.

Bijlage, als bedoeld in artikel 1, onderdeel E.



Creative Commons Legal Code

Attribution-NonCommercial 4.0 International



Creative Commons Corporation (“Creative Commons”) is not a law firm and does not provide legal services or legal advice. Distribution of Creative Commons public licenses does not create a lawyer-client or other relationship. Creative Commons makes its licenses and related information available on an “as-is” basis. Creative Commons gives no warranties regarding its licenses, any material licensed under their terms and conditions, or any related information. Creative Commons disclaims all liability for damages resulting from their use to the fullest extent possible.

Using Creative Commons Public Licenses

Creative Commons public licenses provide a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other material subject to copyright and certain other rights specified in the public license below. The following considerations are for informational purposes only, are not exhaustive, and do not form part of our licenses.

Considerations for licensors: Our public licenses are intended for use by those authorized to give the public permission to use material in ways otherwise restricted by copyright and

certain other rights. Our licenses are irrevocable. Licensors should read and understand the terms and conditions of the license they choose before applying it. Licensors should also secure all rights necessary before applying our licenses so that the public can reuse the material as expected. Licensors should clearly mark any material not subject to the license. This includes other CC-licensed material, or material used under an exception or limitation to copyright. [More considerations for licensors.](#)

Considerations for the public: By using one of our public licenses, a licensor grants the public permission to use the licensed material under specified terms and conditions. If the licensor's permission is not necessary for any reason—for example, because of any applicable exception or limitation to copyright—then that use is not regulated by the license. Our licenses grant only permissions under copyright and certain other rights that a licensor has authority to grant. Use of the licensed material may still be restricted for other reasons, including because others have copyright or other rights in the material. A licensor may make special requests, such as asking that all changes be marked or described. Although not required by our licenses, you are encouraged to respect those requests where reasonable. [More considerations for the public.](#)

Creative Commons Attribution-NonCommercial 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution-NonCommercial 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.

- b. **Adapter's License** means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section [2\(b\)\(1\)-\(2\)](#) are not Copyright and Similar Rights.
- d. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- e. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- f. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- g. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- h. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.
- i. **NonCommercial** means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.
- j. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- k. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- l. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

Section 2 – Scope.

a. License grant.

1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
 - A. reproduce and Share the Licensed Material, in whole or in part, for NonCommercial purposes only; and
 - B. produce, reproduce, and Share Adapted Material for NonCommercial purposes only.
2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
3. Term. The term of this Public License is specified in Section [6\(a\)](#).
4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section [2\(a\)\(4\)](#) never produces Adapted Material.
5. Downstream recipients.
 - A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
 - B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.
6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section [3\(a\)\(1\)\(A\)\(i\)](#).

b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this Public License.
3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Share the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Public License;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
 - C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
2. You may satisfy the conditions in Section [3\(a\)\(1\)](#) in any reasonable manner based on the medium, means, and context in which You Share the Licensed

Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.

3. If requested by the Licensor, You must remove any of the information required by Section [3\(a\)\(1\)\(A\)](#) to the extent reasonably practicable.
4. If You Share Adapted Material You produce, the Adapter's License You apply must not prevent recipients of the Adapted Material from complying with this Public License.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section [2\(a\)\(1\)](#) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database for NonCommercial purposes only;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
- c. You must comply with the conditions in Section [3\(a\)](#) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section [4](#) supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

- a. **Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.**
- b. **To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs,**

expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section [6\(a\)](#), it reinstates:
 - 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 - 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section [6\(b\)](#) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.
- d. Sections [1](#), [5](#), [6](#), [7](#), and [8](#) survive termination of this Public License.

Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the “Licensor.” Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at creativecommons.org/policies, Creative Commons does not authorize the use of the trademark “Creative Commons” or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

Creative Commons may be contacted at creativecommons.org.



Creative Commons Legal Code

Attribution-NonCommercial-ShareAlike 4.0 International



Creative Commons Corporation (“Creative Commons”) is not a law firm and does not provide legal services or legal advice. Distribution of Creative Commons public licenses does not create a lawyer-client or other relationship. Creative Commons makes its licenses and related information available on an “as-is” basis. Creative Commons gives no warranties regarding its licenses, any material licensed under their terms and conditions, or any related information. Creative Commons disclaims all liability for damages resulting from their use to the fullest extent possible.

Using Creative Commons Public Licenses

Creative Commons public licenses provide a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other material subject to copyright and certain other rights specified in the public license below. The following considerations are for informational purposes only, are not exhaustive, and do not form part of our licenses.

Considerations for licensors: Our public licenses are intended for use by those authorized to give the public permission to use material in ways otherwise restricted by copyright and certain other rights. Our licenses are irrevocable. Licensors should read and understand the

terms and conditions of the license they choose before applying it. Licensors should also secure all rights necessary before applying our licenses so that the public can reuse the material as expected. Licensors should clearly mark any material not subject to the license. This includes other CC-licensed material, or material used under an exception or limitation to copyright. [More considerations for licensors.](#)

Considerations for the public: By using one of our public licenses, a licensor grants the public permission to use the licensed material under specified terms and conditions. If the licensor's permission is not necessary for any reason—for example, because of any applicable exception or limitation to copyright—then that use is not regulated by the license. Our licenses grant only permissions under copyright and certain other rights that a licensor has authority to grant. Use of the licensed material may still be restricted for other reasons, including because others have copyright or other rights in the material. A licensor may make special requests, such as asking that all changes be marked or described. Although not required by our licenses, you are encouraged to respect those requests where reasonable. [More considerations for the public.](#)

Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.

- b. **Adapter's License** means the license You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Public License.
- c. **BY-NC-SA Compatible License** means a license listed at creativecommons.org/compatiblelicenses, approved by Creative Commons as essentially the equivalent of this Public License.
- d. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section [2\(b\)\(1\)-\(2\)](#) are not Copyright and Similar Rights.
- e. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- f. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- g. **License Elements** means the license attributes listed in the name of a Creative Commons Public License. The License Elements of this Public License are Attribution, NonCommercial, and ShareAlike.
- h. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- i. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- j. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.
- k. **NonCommercial** means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.
- l. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- m. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on

the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

- n. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

Section 2 – Scope.

a. License grant.

1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
 - A. reproduce and Share the Licensed Material, in whole or in part, for NonCommercial purposes only; and
 - B. produce, reproduce, and Share Adapted Material for NonCommercial purposes only.
2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
3. Term. The term of this Public License is specified in Section [6\(a\)](#).
4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section [2\(a\)\(4\)](#) never produces Adapted Material.
5. Downstream recipients.
 - A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
 - B. Additional offer from the Licensor – Adapted Material. Every recipient of Adapted Material from You automatically receives an offer from the Licensor to exercise the Licensed Rights in the Adapted Material under the conditions of the Adapter’s License You apply.
 - C. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective

Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.

6. **No endorsement.** Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section [3\(a\)\(1\)\(A\)\(i\)](#).

b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this Public License.
3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Share the Licensed Material (including in modified form), You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Public License;
 - iv. a notice that refers to the disclaimer of warranties;

- v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
 - C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.
 - 2. You may satisfy the conditions in Section [3\(a\)\(1\)](#) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
 - 3. If requested by the Licensor, You must remove any of the information required by Section [3\(a\)\(1\)\(A\)](#) to the extent reasonably practicable.
- b. **ShareAlike.**

In addition to the conditions in Section [3\(a\)](#), if You Share Adapted Material You produce, the following conditions also apply.

- 1. The Adapter's License You apply must be a Creative Commons license with the same License Elements, this version or later, or a BY-NC-SA Compatible License.
- 2. You must include the text of, or the URI or hyperlink to, the Adapter's License You apply. You may satisfy this condition in any reasonable manner based on the medium, means, and context in which You Share Adapted Material.
- 3. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, Adapted Material that restrict exercise of the rights granted under the Adapter's License You apply.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section [2\(a\)\(1\)](#) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database for NonCommercial purposes only;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui

Generis Database Rights (but not its individual contents) is Adapted Material, including for purposes of Section [3\(b\)](#); and

- c. You must comply with the conditions in Section [3\(a\)](#) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section [4](#) supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

- a. **Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.**
- b. **To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.**
- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section [6\(a\)](#), it reinstates:
 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or

2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section [6\(b\)](#) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.
- d. Sections [1](#), [5](#), [6](#), [7](#), and [8](#) survive termination of this Public License.

Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the “Licensor.” Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at creativecommons.org/policies, Creative Commons does not authorize the use of the

trademark “Creative Commons” or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

Creative Commons may be contacted at creativecommons.org.



Creative Commons Legal Code

Attribution-NonCommercial-NoDerivatives 4.0 International



Creative Commons Corporation (“Creative Commons”) is not a law firm and does not provide legal services or legal advice. Distribution of Creative Commons public licenses does not create a lawyer-client or other relationship. Creative Commons makes its licenses and related information available on an “as-is” basis. Creative Commons gives no warranties regarding its licenses, any material licensed under their terms and conditions, or any related information. Creative Commons disclaims all liability for damages resulting from their use to the fullest extent possible.

Using Creative Commons Public Licenses

Creative Commons public licenses provide a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other material subject to copyright and certain other rights specified in the public license below. The following considerations are for informational purposes only, are not exhaustive, and do not form part of our licenses.

Considerations for licensors: Our public licenses are intended for use by those authorized to give the public permission to use material in ways otherwise restricted by copyright and certain other rights. Our licenses are irrevocable. Licensors should read and understand the

terms and conditions of the license they choose before applying it. Licensors should also secure all rights necessary before applying our licenses so that the public can reuse the material as expected. Licensors should clearly mark any material not subject to the license. This includes other CC-licensed material, or material used under an exception or limitation to copyright. [More considerations for licensors.](#)

Considerations for the public: By using one of our public licenses, a licensor grants the public permission to use the licensed material under specified terms and conditions. If the licensor's permission is not necessary for any reason—for example, because of any applicable exception or limitation to copyright—then that use is not regulated by the license. Our licenses grant only permissions under copyright and certain other rights that a licensor has authority to grant. Use of the licensed material may still be restricted for other reasons, including because others have copyright or other rights in the material. A licensor may make special requests, such as asking that all changes be marked or described. Although not required by our licenses, you are encouraged to respect those requests where reasonable. [More considerations for the public.](#)

Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International Public License

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International Public License ("Public License"). To the extent this Public License may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Section 1 – Definitions.

- a. **Adapted Material** means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission under the Copyright and Similar Rights held by the Licensor. For purposes of this Public License, where the Licensed Material is a musical work, performance, or sound recording, Adapted Material is always produced where the Licensed Material is synched in timed relation with a moving image.

- b. **Copyright and Similar Rights** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorized. For purposes of this Public License, the rights specified in Section [2\(b\)\(1\)-\(2\)](#) are not Copyright and Similar Rights.
- c. **Effective Technological Measures** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
- d. **Exceptions and Limitations** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your use of the Licensed Material.
- e. **Licensed Material** means the artistic or literary work, database, or other material to which the Licensor applied this Public License.
- f. **Licensed Rights** means the rights granted to You subject to the terms and conditions of this Public License, which are limited to all Copyright and Similar Rights that apply to Your use of the Licensed Material and that the Licensor has authority to license.
- g. **Licensor** means the individual(s) or entity(ies) granting rights under this Public License.
- h. **NonCommercial** means not primarily intended for or directed towards commercial advantage or monetary compensation. For purposes of this Public License, the exchange of the Licensed Material for other material subject to Copyright and Similar Rights by digital file-sharing or similar means is NonCommercial provided there is no payment of monetary compensation in connection with the exchange.
- i. **Share** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- j. **Sui Generis Database Rights** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- k. **You** means the individual or entity exercising the Licensed Rights under this Public License. **Your** has a corresponding meaning.

Section 2 – Scope.

a. License grant.

1. Subject to the terms and conditions of this Public License, the Licensor hereby grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the Licensed Rights in the Licensed Material to:
 - A. reproduce and Share the Licensed Material, in whole or in part, for NonCommercial purposes only; and
 - B. produce and reproduce, but not Share, Adapted Material for NonCommercial purposes only.
2. Exceptions and Limitations. For the avoidance of doubt, where Exceptions and Limitations apply to Your use, this Public License does not apply, and You do not need to comply with its terms and conditions.
3. Term. The term of this Public License is specified in Section [6\(a\)](#).
4. Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Public License, simply making modifications authorized by this Section [2\(a\)\(4\)](#) never produces Adapted Material.
5. Downstream recipients.
 - A. Offer from the Licensor – Licensed Material. Every recipient of the Licensed Material automatically receives an offer from the Licensor to exercise the Licensed Rights under the terms and conditions of this Public License.
 - B. No downstream restrictions. You may not offer or impose any additional or different terms or conditions on, or apply any Effective Technological Measures to, the Licensed Material if doing so restricts exercise of the Licensed Rights by any recipient of the Licensed Material.
6. No endorsement. Nothing in this Public License constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, the Licensor or others designated to receive attribution as provided in Section [3\(a\)\(1\)\(A\)\(i\)](#).

b. Other rights.

1. Moral rights, such as the right of integrity, are not licensed under this Public License, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.
2. Patent and trademark rights are not licensed under this Public License.
3. To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Licensed Material is used other than for NonCommercial purposes.

Section 3 – License Conditions.

Your exercise of the Licensed Rights is expressly made subject to the following conditions.

a. Attribution.

1. If You Share the Licensed Material, You must:
 - A. retain the following if it is supplied by the Licensor with the Licensed Material:
 - i. identification of the creator(s) of the Licensed Material and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a notice that refers to this Public License;
 - iv. a notice that refers to the disclaimer of warranties;
 - v. a URI or hyperlink to the Licensed Material to the extent reasonably practicable;
 - B. indicate if You modified the Licensed Material and retain an indication of any previous modifications; and
 - C. indicate the Licensed Material is licensed under this Public License, and include the text of, or the URI or hyperlink to, this Public License.

For the avoidance of doubt, You do not have permission under this Public License to Share Adapted Material.

2. You may satisfy the conditions in Section [3\(a\)\(1\)](#) in any reasonable manner based on the medium, means, and context in which You Share the Licensed Material. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information.
3. If requested by the Licensor, You must remove any of the information required by Section [3\(a\)\(1\)\(A\)](#) to the extent reasonably practicable.

Section 4 – Sui Generis Database Rights.

Where the Licensed Rights include Sui Generis Database Rights that apply to Your use of the Licensed Material:

- a. for the avoidance of doubt, Section [2\(a\)\(1\)](#) grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database for NonCommercial purposes only and provided You do not Share Adapted Material;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material; and
- c. You must comply with the conditions in Section [3\(a\)](#) if You Share all or a substantial portion of the contents of the database.

For the avoidance of doubt, this Section [4](#) supplements and does not replace Your obligations under this Public License where the Licensed Rights include other Copyright and Similar Rights.

Section 5 – Disclaimer of Warranties and Limitation of Liability.

- a. **Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.**
- b. **To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed**

Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

- c. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Section 6 – Term and Termination.

- a. This Public License applies for the term of the Copyright and Similar Rights licensed here. However, if You fail to comply with this Public License, then Your rights under this Public License terminate automatically.
- b. Where Your right to use the Licensed Material has terminated under Section [6\(a\)](#), it reinstates:
 - 1. automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation; or
 - 2. upon express reinstatement by the Licensor.

For the avoidance of doubt, this Section [6\(b\)](#) does not affect any right the Licensor may have to seek remedies for Your violations of this Public License.

- c. For the avoidance of doubt, the Licensor may also offer the Licensed Material under separate terms or conditions or stop distributing the Licensed Material at any time; however, doing so will not terminate this Public License.
- d. Sections [1](#), [5](#), [6](#), [7](#), and [8](#) survive termination of this Public License.

Section 7 – Other Terms and Conditions.

- a. The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.
- b. Any arrangements, understandings, or agreements regarding the Licensed Material not stated herein are separate from and independent of the terms and conditions of this Public License.

Section 8 – Interpretation.

- a. For the avoidance of doubt, this Public License does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Material that could lawfully be made without permission under this Public License.
- b. To the extent possible, if any provision of this Public License is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Public License without affecting the enforceability of the remaining terms and conditions.
- c. No term or condition of this Public License will be waived and no failure to comply consented to unless expressly agreed to by the Licensor.
- d. Nothing in this Public License constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the legal processes of any jurisdiction or authority.

Creative Commons is not a party to its public licenses. Notwithstanding, Creative Commons may elect to apply one of its public licenses to material it publishes and in those instances will be considered the “Licensor.” Except for the limited purpose of indicating that material is shared under a Creative Commons public license or as otherwise permitted by the Creative Commons policies published at creativecommons.org/policies, Creative Commons does not authorize the use of the trademark “Creative Commons” or any other trademark or logo of Creative Commons without its prior written consent including, without limitation, in connection with any unauthorized modifications to any of its public licenses or any other arrangements, understandings, or agreements concerning use of licensed material. For the avoidance of doubt, this paragraph does not form part of the public licenses.

Creative Commons may be contacted at creativecommons.org.