

# **General terms and conditions for the use of websites based on WordPress provided by unibz.**

## **1. Introduction**

WordPress is a CMS, a platform for the creation of web pages.

Authors of WordPress can be members of the Press and Event Management Office, teaching staff, researchers or PhD students of unibz (hereinafter referred to as "User(s)"). A blog can be considered as a set of posts, even written by different authors, sorted chronologically and/or by arbitrary categories. Posts may be commented on by other users in the network; comments, in turn, may include the responses of other users and in this way it is possible to generate interesting discussions about the original content of the post.

WordPress is released under an open source license. The WordPress license conditions must be expressly accepted by the User:  
<https://wordpress.org/about/license/>

## **2. Terms of use**

By using the WordPress service, the User expressly agrees to these Terms and Conditions.

1. The User acknowledges and accepts that the WordPress service is completely free of charge and that unibz is therefore not required to provide any advice, support service and/or warranty on the services, including quality, reliability, security, compatibility and condition.
2. The User declares and/or agrees:
  - a) that the User owns all rights to the uploaded content (hereinafter "Content"), including all drawings, images, animations, videos, audio files, fonts, logos, illustrations, compositions, works of art, interfaces, texts, literary works and any other material;
  - b) that the User Content is (and will continue to be) true and current, does not infringe upon the rights of third parties, and is owned, published, transmitted or displayed by the User in accordance with the laws in force in the country in which the User and/or visitors of the blog reside;
  - c) that the User has obtained all necessary consents and authorizations in accordance with all applicable laws regarding the posting, transmission and publication of any personal information and/or image or representation of any person, entity or property that is part of the User Content;

- d) that if data subject to EU Regulation no. 2016/679 is collected through the WordPress service, the User assumes personal responsibility, as the sole holder of such data, for the collection and processing of such data, including informing visitors and collecting their consent in accordance with all applicable laws and guaranteeing visitors all rights expressly required by the relevant regulations. The collection of such data must be carried out only and exclusively using the plugins foreseen by ICT. To request the installation of these plugins submit a ticket via <https://support.scientificnet.org>.
  - e) to comply with all applicable laws and regulations and to use only and exclusively the tools provided by ICT for the collection of data in accordance with point d).
3. The User acknowledges and accepts that unibz is in no way responsible for the Content uploaded by the User on the blog. Under no circumstances can unibz be considered as a "publisher" of any of the User Content; unibz will never represent nor in any way approve the Content and will assume no responsibility for any Content uploaded, posted, published and/or made available by the User. Unibz will also not be held responsible for error, slander, defamation, falsehood, obscenity, pornography, incitement and/or any other illegal content and/or violation of the Content uploaded by the User. The User shall indemnify and hold unibz harmless from and against any and all claims, damages, losses, obligations, costs, debts and expenses (including legal fees) arising from the violation of these Terms of Use, as well as from the violation of third party rights, including any copyrights, property rights or privacy rights, arising from the User's blog or Content uploaded by the User, and/or from any other type of claim relating to any damages caused to third parties by the User's blog and/or Content uploaded by the User. The User will be responsible both for his own actions and for those of any third-party who accesses his Account.
  4. The User has the right to cancel his/her Account at any time.
  5. The User acknowledges and accepts that unibz may modify, suspend or interrupt the WordPress service and/or its conditions of use at any time. Any changes will be communicated to the User by e-mail.
  6. The User acknowledges and accepts that his/her inability to comply with any of the above obligations or any false declaration made by him/her pursuant to these Terms and Conditions shall result in the immediate termination of the User Account, without further notice.

7. It is not permitted to use WordPress for commercial purposes of any kind, for example, the sale of products, Content and/or services online, or the offer of advertising services such as the publication of banners, or the hosting of crypto mining scripts, or any other activity that generates income.
8. These Terms, together with the Privacy Policy <https://www.unibz.it/en/legal/privacy/> constitute the sole and entire agreement between unibz and the User. The User therefore agrees to respect in relation to the WordPress page all the conditions provided in the unibz privacy policy (in particular the conditions on the cookie policy) and, in case of violation, the User is personally liable.

Pursuant to Art. 1341, Paragraph 2 of the Italian Civil Code, the User explicitly agrees to Point 2, Paragraph 3 (**liability and guarantees**) of these general conditions of use.

Bozen-Bolzano, 11<sup>th</sup> June 2019.