

ashoka ritual – General Terms and Conditions (English Translation)

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General Terms and Conditions (GTC) for the global artist network “ashoka ritual”

Version: 13 February 2026

These GTC govern the use of the “ashoka ritual” platform and all related services.

§ 1 Provider, scope, definitions

1. The provider/contracting party is X-Working GmbH, Hofrichterstrasse 32, 51067 Cologne, Germany. Contact: mail@artist-ritual.com.
2. These GTC apply to all user agreements regarding the platform (registration, profiles, content, community functions and, where applicable, paid add-on services).
3. Users are natural persons (in particular artists and cultural professionals) and—where permitted—private organisations.
4. “Content” means all data provided by users (e.g., text, images, audio/video, metadata, messages, comments, profile information).
5. “Government institutions” within the meaning of these GTC include, in particular: governments, ministries, authorities, security and intelligence services, the military, courts, public prosecutors’ offices, state universities/institutes, state media authorities as well as state-controlled or predominantly state-funded entities/companies and their agents.

§ 2 Service description / nature of the platform

1. The platform is an artistic, community-based network for presenting artistic works, exchange, collaboration and publishing posts.
2. The provider does not owe any particular success (e.g., reach, sales, commissions, contacts).
3. The provider may further develop, adapt or discontinue features provided that essential contractual obligations are not unreasonably impaired.

§ 3 Registration, contract formation, user account

1. Use generally requires registration. Upon completion of registration, a user agreement is concluded in accordance with these GTC.
2. Users must provide complete and truthful information during registration (where requested) and keep access data confidential.
3. In principle, only one user account per person is permitted (exceptions require the provider’s approval).
4. The provider may refuse registrations or suspend accounts if there are indications of breaches of these GTC, legal violations or security risks.

§ 4 Eligibility, exclusion of government institutions

1. Government institutions are excluded from using the platform. This also applies to their employees/agents when acting in an official capacity or where use of the platform serves governmental purposes.
2. The provider may take appropriate measures to verify and enforce this exclusion (e.g., plausibility checks, evidence, manual review).
3. Users warrant that they do not act on behalf of or in the interest of government institutions and do not collect data/insights for such purposes.

§ 5 User obligations / prohibited actions

1. Users may not upload content or perform actions that infringe third-party rights, are criminal, are discriminatory/threatening/harassing, impair technical security or disrupt platform operations (in particular spam, malware, unlawful scraping, circumvention of protective measures).
2. Users are obliged to publish only content for which they hold the necessary rights.

§ 6 User content, rights, use on the platform

1. Users generally retain all rights to their content.
2. Users grant the provider a non-exclusive, worldwide right required for contract performance to store, reproduce, make content publicly available and technically process it (e.g., resizing) solely to operate the platform and to display it to other users and—depending on privacy settings—to the public.
3. Any broader use (e.g., advertising using user content) takes place only with explicit, separate consent or contractual agreement.

§ 7 Community rules, moderation, reporting

1. The provider may moderate, remove or block content or restrict its visibility if necessary to comply with these GTC, to protect other users or to fulfil legal obligations.
2. Users may report violations. The provider reviews reports at its due discretion.
3. The provider may apply graduated measures (notice, deletion of individual content, temporary suspension, termination).

§ 8 No governmental cooperation/use context; maximum shielding of data holdings

1. Principle of non-cooperation: The provider pursues a consistently government-independent orientation of the platform. The provider does not voluntarily cooperate with government institutions to identify users, evaluate profiles, analyse content or make data holdings usable for governmental purposes.
2. No data use in the context of governmental cooperation: The provider does not use transmitted data within governmental cooperation programmes, data-sharing initiatives, security/surveillance partnerships or comparable governmental projects.
3. No interfaces/backdoors: The provider does not provide government institutions with special access, interfaces, circumvention solutions or backdoors.
4. Maximum legal shielding/resistance to information requests: Where legally permissible, the provider will strictly review information and surrender requests from

government bodies, respond only to valid, binding and sufficiently specific orders, limit the scope to the legally mandatory minimum and inform users—where legally allowed and not prohibited—beforehand or without undue delay afterwards.

5. Mandatory law: In some jurisdictions, mandatory disclosure obligations may exist that cannot be waived. In such cases, the provider complies only to the mandatory extent and documents this internally in accordance with applicable law.

6. Transparency principle: The provider may (where legally permissible) publish aggregated transparency information (e.g., number of official requests) without disclosing personal data.

§ 9 Exclusion of governmental and private-sector opinion research / profiling research

1. The provider does not use user data for governmental or private-sector opinion research, election/propaganda analytics, socio-political influence, psychometric profiling or comparable research/analysis programmes.

2. The provider does not sell or rent personal data or content data for research, targeting or profiling purposes.

3. Only technically necessary processing for operation/security/billing and aggregated, non-attributable statistics for product improvement remain permissible, insofar as this is compatible with applicable data protection law.

§ 10 Data protection, confidentiality, retention periods

1. Information on the processing of personal data follows from the platform's privacy policy and, in addition, from these GTC.

2. The provider processes personal data under the principles of data minimisation and purpose limitation (operation, security, abuse prevention, support, billing).

3. Users can delete their account in accordance with platform functions. Content will then—where technically possible and legally permissible—be deleted or anonymised; backups may persist for a limited period as required for security and recovery.

4. The provider treats non-public content (e.g., direct messages) confidentially; content will be accessed only insofar as necessary for support/security or enforcement of the GTC and legally permissible.

5. International data transfers occur only in compliance with applicable data protection rules (e.g., appropriate safeguards for third-country transfers).

§ 11 Availability, maintenance, security measures

1. The provider endeavours to ensure high availability but does not owe uninterrupted usability.

2. Maintenance windows, security updates and incidents may lead to temporary restrictions.

3. Users must adequately protect end devices and accounts (e.g., strong passwords, two-factor authentication if offered).

§ 12 Paid services (if offered)

1. Certain functions may be subject to a fee (e.g., premium profiles, additional storage, event functions). Prices and scope follow the respective product description.

2. Payment processing may be handled by third parties; their terms apply additionally.
3. In case of payment default, the provider may block access to paid services.

§ 13 Term, termination, suspension

1. The agreement runs for an indefinite period unless agreed otherwise.
2. Users may terminate at any time (e.g., by deleting the account).
3. The provider may terminate ordinarily with reasonable notice; the right to extraordinary termination for cause remains unaffected.
4. Important causes include, in particular, serious or repeated breaches of these GTC, legal violations, security risks, abuse or breach of § 4.

§ 14 Liability

1. The provider is liable without limitation for intent and gross negligence and for injury to life, body or health.
2. In cases of slight negligence, the provider is liable only for breach of essential contractual obligations (cardinal duties) and limited to the typically foreseeable damage.
3. The provider assumes no responsibility for the substance of user content to the extent legally permissible (host provider principles).
4. Liability under mandatory statutory provisions remains unaffected.

§ 15 Indemnification

Users indemnify the provider against third-party claims asserted due to user content or user actions, provided the user is responsible for the breach. This includes reasonable legal defence costs.

§ 16 Third-party rights, copyright, complaints

1. Complaints about rights infringements can be addressed to the provider (contact per § 1).
2. Upon plausible indications, the provider may provisionally block content and request evidence.

§ 17 Communication, electronic service

1. Legally relevant declarations may be made electronically (email, platform message) insofar as legally permissible.
2. Users are responsible for keeping their contact address up to date.

§ 18 Amendments to the GTC

1. The provider may amend these GTC if there are objective reasons (e.g., changes in law, new functions, security requirements).
2. Changes will be announced in an appropriate form. If the user does not object within a reasonable period, the changes are deemed accepted, provided the user was informed of this and this is legally permissible.
3. In case of material changes, the user may have a special right of termination.

§ 19 Applicable law, place of jurisdiction, consumer protection

1. German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), where applicable.
2. For consumers, this choice of law applies only insofar as it does not deprive them of the protection of mandatory provisions of the state of their habitual residence.
3. Place of jurisdiction for merchants/legal entities is—where permissible—Cologne, Germany.

§ 20 Language, precedence, severability clause

1. For international versions, the platform may provide translations. In case of doubt, the German version prevails unless mandatory law provides otherwise.
2. If individual provisions are or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose, insofar as permissible.

§ 21 Contact

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