

Terms and Conditions (Terms of Use)

for the global artist network “ashoka ritual”

Version 1.0 - 8 August 2026

These Terms govern the use of the global artist network “ashoka ritual”, including associated websites, applications, community functions and services operated by artist ritual GmbH. The network is conceived as a private, transnational and state-independent cultural network. This statement describes its private orientation; it does not place the network, the provider or users outside applicable law.

1. Provider, contracting party and contact

1.1 The provider and contracting party is artist ritual GmbH, Hofrichterstrasse 32, 51067 Cologne, Germany, registered in Cologne (HRB 92145), VAT ID DE301501077 (“artist ritual”, “we”, “us”). Contact: mail@artist-ritual.com.

1.2 These Terms apply to registration, user accounts, profiles, uploads, public and non-public content, messaging, community and collaboration functions and any paid additional services of ashoka ritual.

1.3 Additional product descriptions, community rules, the privacy notice and the Government Requests Policy apply in addition. If a specific service has special terms, those special terms take precedence for that service. Mandatory law always takes precedence.

2. International scope and mandatory local law

2.1 These Terms are intended for international use. German law is chosen as provided in section 24, but users do not lose mandatory consumer, data-protection, copyright, personality, employment or other rights that cannot legally be waived in their country of habitual residence or in another mandatorily applicable jurisdiction.

2.2 No single contractual text can override sovereign legislation in every country. Where local law requires data localisation, routine or disproportionate state access, identity systems, surveillance interfaces, content controls or other measures that materially conflict with the independence and data-protection principles of ashoka ritual, we may, to the extent legally permitted, decline registration, restrict functions, geo-restrict or discontinue the service in that jurisdiction rather than voluntarily build such access.

2.3 Users are responsible for observing laws that apply to their own conduct and content. We do not undertake to make every function legally available in every country.

3. Eligibility, age and account creation

3.1 The service is intended primarily for artists, creative professionals, cultural practitioners and persons participating in art and culture. Natural persons aged 18 or older may register. Persons under 18 may use the service only if and when we expressly provide a minor account and the legally required consent of a parent or legal guardian has been obtained. The service is not directed at children.

3.2 Users must provide accurate information where requested, keep account information reasonably current and protect passwords, recovery codes and devices. Accounts may not be sold, transferred or shared in a way that defeats account security.

3.3 Unless expressly approved by us, each natural person may maintain only one personal account. Artist collectives and private organisations may receive organisational accounts if that function is offered.

4. Exclusion of state institutions and official state use

4.1 State institutions are not eligible to register for or use ashoka ritual as participants, account holders, data recipients, research partners or institutional observers. “State institutions” include governments, ministries, public authorities, law-enforcement bodies, intelligence and security services, armed forces, courts and prosecution services, state-controlled or predominantly state-funded companies or media bodies, and public institutions acting as an arm of government, including their agents and contractors when acting for governmental purposes.

4.2 Employees of state institutions may use ashoka ritual only in a genuinely private capacity, without using their office, authority, resources or mandate and without collecting information for an official, governmental, intelligence, law-enforcement, regulatory, military, political or public-administration purpose.

4.3 Users represent that they are not accessing or using the service on behalf of a state institution. Circumvention, concealed official access, use of intermediaries or collection for a state institution is a material breach and may result in immediate suspension or termination.

4.4 This contractual exclusion cannot prevent a public authority from viewing information that a user has deliberately made openly accessible on the public internet, nor can it invalidate a binding legal power of a competent authority. Requests for non-public information are governed by section 12 and the Government Requests Policy.

5. Nature and purpose of the network

5.1 ashoka ritual enables users to present artistic work, connect, communicate, collaborate, discover cultural projects and publish contributions. We do not promise any particular reach, income, sale, commission, audience, connection or artistic outcome.

5.2 ashoka ritual is not a government service, public register, political platform, polling service or state-affiliated programme. It is not intended to perform sovereign, policing, intelligence, election, propaganda or public-opinion functions.

5.3 Unless expressly stated, we are not a party, agent, gallery, employer, broker or fiduciary in contracts or arrangements users make with each other or with third parties.

6. User content and ownership

6.1 Users retain ownership and other rights in content they provide, subject to third-party rights and applicable law.

6.2 By uploading or posting content, the user grants artist ritual a non-exclusive, worldwide, royalty-free licence, limited to the term and purposes of the service, to host, store, reproduce, technically adapt, transcode, cache, transmit and make that content available according to the user's settings. This licence may be sublicensed only to processors, hosting, delivery and technical service providers to the extent necessary to operate the service.

6.3 The licence does not permit us to sell user content, use it in external advertising, train general-purpose generative AI models on it, license it for opinion research, or provide it to state institutions, unless the user has separately and expressly opted in to a specific use or a disclosure is legally compulsory.

6.4 When content is deleted or an account is closed, the licence ends except for technically necessary backups for a limited period, evidence required to establish or defend legal claims, legal retention obligations and copies independently retained by other users where the law permits. We will not use retained copies for new commercial purposes.

7. Required rights and respect for third parties

7.1 Users may upload content only if they have the necessary copyright, trademark, personality, privacy, publicity, performance and other rights or permissions.

7.2 Content may not unlawfully reveal another person's private information, intimate images, confidential information or trade secrets. Users must obtain releases or permissions where required.

7.3 Complaints concerning copyright, personality rights or other rights may be sent to mail@artist-ritual.com with sufficient identification of the protected work or right, the affected content and the legal basis of the complaint.

8. Prohibited content and conduct

8.1 Users may not use the service for unlawful threats, harassment, stalking, fraud, exploitation, non-consensual intimate material, child sexual abuse material, unlawful discrimination, incitement to violence, malicious impersonation, malware, credential theft, spam or the sale or facilitation of unlawful goods or services.

8.2 Users may not interfere with security or operation, evade access controls, probe systems without authorisation, overload infrastructure, distribute malicious code or systematically harvest account credentials or non-public data.

8.3 Artistic, documentary, journalistic or critical treatment of difficult subjects is not prohibited merely because it depicts unlawful or disturbing conduct; the lawfulness, context, purpose, rights of affected persons and safety risks are taken into account.

9. Absolute exclusion of state and private opinion research

9.1 User data and user content may not be collected, licensed, sold, analysed or otherwise used through ashoka ritual for governmental or privately commissioned public-opinion research, political sentiment analysis, election or campaign analytics, propaganda measurement, ideological classification, social-control scoring, psychometric profiling, population influence modelling or comparable research concerning political, social, religious or cultural opinions.

9.2 This prohibition applies to artist ritual, users, customers, contractors, advertisers, researchers and other third parties. It also applies to datasets said to be "research" datasets if individuals, groups, communities or cultural scenes can reasonably be profiled or inferred from them.

9.3 Permitted operational analytics are limited to security, reliability, fraud prevention, billing, support and product improvement and must, where reasonably possible, use aggregate or de-identified information that is not used to infer political, ideological or comparable opinions.

10. Scraping, facial recognition, data brokers and AI training

10.1 Automated access, scraping, crawling, bulk collection or replication of user data is prohibited unless expressly authorised in writing or technically enabled by a documented interface for the stated purpose.

10.2 User data may not be used to build or enrich data-broker dossiers, facial-recognition or biometric identification systems, surveillance lists, social graphs for governmental or political purposes, or datasets for training general-purpose AI or foundation models without the separate express permission of the affected rights holders and, where applicable, data subjects.

10.3 Search-engine indexing of content that users intentionally make public may occur where technically enabled. Users should not publish information publicly if they require it to remain non-public.

11. Moderation, notices and appeals

11.1 We may restrict visibility, remove content, limit functions, suspend monetisation, suspend accounts or terminate accounts when reasonably necessary to enforce these Terms, protect users or systems, comply with law or respond to a sufficiently substantiated notice.

11.2 Moderation may use human review and automated signals for spam, malware, duplicate abuse, safety or policy triage. Where legally required, significant decisions are subject to human oversight and are not made solely by automated means.

11.3 We provide an electronic notice mechanism for allegedly illegal content. Notices should identify the specific content, explain the alleged illegality and provide sufficient contact and supporting information. We process notices in a timely, diligent, objective and non-arbitrary manner.

11.4 Where the Digital Services Act (DSA) applies, affected users receive a clear statement of reasons for covered restrictions and information on available redress. Where legally required for an online platform, an internal electronic complaint mechanism is available free of charge for at least six months after the decision, without prejudice to certified out-of-court dispute settlement or judicial remedies.

11.5 We may act immediately without prior notice where delay would create a safety or security risk, facilitate serious abuse, violate law or frustrate a binding order. Where lawful and appropriate, reasons are provided afterwards.

12. State independence, no voluntary state cooperation and maximum legal resistance

12.1 artist ritual does not voluntarily cooperate with state institutions to identify users, analyse profiles, monitor artistic communities, map social relationships, evaluate opinions or make user databases available for governmental purposes.

12.2 We do not participate voluntarily in government data-sharing programmes, intelligence partnerships, state surveillance programmes, political influence projects or similar arrangements involving user data. We do not provide special government interfaces, standing access, backdoors or preferential search tools.

12.3 Any legally compulsory disclosure is treated as compelled compliance, not voluntary collaboration. We scrutinise requests for legal authority, jurisdiction, authenticity, specificity, necessity and proportionality; reject or narrow defective or overbroad demands; disclose only the minimum information legally required and within our control; and challenge requests where a reasonable legal basis exists to do so.

12.4 Where legally permitted, we notify affected users before disclosure or as soon as a prohibition on notice ends. Details are set out in the Government Requests Policy, which is incorporated into these Terms as a contractual privacy commitment to the extent it grants protections to users.

12.5 Nothing in these Terms requires us to resist a final, binding and enforceable legal obligation where resistance is no longer lawfully available. Mandatory duties, including legally required reports concerning serious threats to life or safety, remain unaffected.

13. Privacy, confidentiality and data minimisation

13.1 Personal data are processed under the applicable privacy notice and data-protection law. We follow purpose limitation, data minimisation, storage limitation, security and privacy-by-design principles.

13.2 Non-public content, including direct messages where offered, is treated as confidential. Access by personnel is limited to what is reasonably necessary for support, security, abuse prevention, legal compliance and operation, subject to role-based access and confidentiality obligations.

13.3 We do not sell or rent personal data or user content. International transfers are made only under an applicable legal mechanism and with safeguards appropriate to the risk and destination.

13.4 We aim to retain account and activity data only as long as needed for the stated purposes, security, dispute resolution and legal obligations. More specific retention periods may be stated in the privacy notice.

14. Security and technical safeguards

14.1 We use reasonable technical and organisational measures appropriate to the service and risk. No online service can guarantee absolute security or permanent availability.

14.2 We will not deliberately weaken security, build an access backdoor or create a government key-escrow mechanism for the purpose of enabling state access. This does not mean that every category of data is end-to-end encrypted or technically inaccessible to us; actual security architecture is described only where accurate and appropriate.

14.3 Users must use reasonable security measures and promptly notify us of suspected account compromise.

15. Availability, changes and maintenance

15.1 We aim for reliable availability but do not guarantee uninterrupted or error-free operation. Maintenance, security incidents, third-party outages, legal restrictions and force majeure may cause interruptions.

15.2 We may develop, modify or discontinue functions for legitimate reasons, including security, law, technical development, user needs or economic viability. Mandatory rights concerning digital services remain unaffected. Where a change materially and adversely affects a continuing consumer digital service, we will provide the notice and termination rights required by applicable law.

16. Paid services, prices and consumer rights

16.1 If paid services are offered, the price, billing period, taxes, scope, renewal terms and payment methods are shown before purchase. Payment may be processed by a third-party payment provider under its own terms and privacy notice.

16.2 Mandatory consumer rights, including conformity, remedies, updates, cancellation or withdrawal rights and rules for subscription renewals, remain unaffected. For EU/EEA consumers, any statutory withdrawal information required for a particular paid service will be presented at checkout or on a durable medium. If immediate performance is requested during a withdrawal period, we will obtain any consent or acknowledgement required by law.

16.3 Unless otherwise stated, the free core network does not require a fee. Providing personal data does not waive statutory rights applicable to digital services supplied in exchange for personal data.

17. User termination, account deletion and data export

17.1 Users may terminate the usage agreement at any time by deleting their account or using another termination channel provided by us. Paid subscriptions remain subject to any clearly disclosed billing-period rules and mandatory cancellation rights.

17.2 Before deletion, users should export content they need where an export function is available. After deletion, restoration may not be possible.

18. Suspension and termination by artist ritual

18.1 We may temporarily restrict or suspend an account for suspected violations, security risks or pending review. We may terminate for a material or repeated breach, illegal conduct, abuse, evasion of the state-institution exclusion, serious security risk or non-payment of paid services.

18.2 Except where immediate action is justified, we use proportionate measures and take account of severity, frequency, intent, impact and prior warnings. Mandatory notice, reasoning and appeal rights remain unaffected.

19. Third-party services and links

19.1 The service may contain links, embeds or integrations from third parties. We do not control third-party services and are not responsible for their availability, content or independent data processing except where law provides otherwise.

19.2 Users should review the terms and privacy information of third parties before using them.

20. Intellectual property of the platform

20.1 The software, design, trademarks, databases, editorial content and other platform materials supplied by artist ritual or its licensors are protected by intellectual-property law. No rights are granted except the limited right to use the service in accordance with these Terms.

20.2 “ashoka ritual” and associated branding may not be used in a way that falsely suggests endorsement, partnership or official status.

21. Liability

21.1 artist ritual is liable without limitation for intent and gross negligence, injury to life, body or health, fraudulently concealed defects, guarantees expressly assumed and liability that cannot legally be excluded, including mandatory product-liability rules where applicable.

21.2 For slight negligence, where German law applies, we are liable only for breach of an essential contractual obligation and only for the typical, foreseeable damage. Essential obligations are those whose performance enables proper performance of the contract and on whose compliance the user may ordinarily rely.

21.3 To the extent permitted by law, we are not responsible for user content, independent acts of users, external services, artistic or commercial outcomes or losses caused by circumstances outside our reasonable control. Nothing excludes non-waivable consumer rights or liability that applicable law prohibits us from limiting.

22. Indemnification for culpable user violations

22.1 To the extent permitted by law, a user who culpably violates these Terms or third-party rights must reimburse artist ritual for reasonable losses and necessary legal defence costs arising from justified third-party claims attributable to that violation.

22.2 This does not apply where the user is not responsible for the violation or where mandatory consumer law prohibits or limits such indemnification.

23. Communications and electronic notices

23.1 Contractual and legally relevant notices may be sent by email, in-product message or another durable electronic method where legally permitted. Users must keep their contact details reasonably current.

23.2 Formal service of government or court process must follow the Government Requests Policy and applicable law; ordinary support channels are not deemed consent to jurisdiction or waiver of formal service requirements.

24. Applicable law and jurisdiction

24.1 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods, to the extent a choice of law is permitted.

24.2 If the user is a consumer, this choice does not deprive the user of the protection of mandatory provisions of the law that would apply without the choice, including the law of the user's habitual residence where applicable.

24.3 For merchants, legal entities under public law and special public-law funds, the exclusive venue is Cologne, Germany, to the extent legally permitted. Consumer venues are governed by mandatory law.

25. Dispute resolution and platform redress

25.1 We prefer to resolve disputes directly through support. We are not obliged to participate in a consumer conciliation procedure unless mandatory law requires otherwise or we expressly agree.

25.2 The former EU Online Dispute Resolution platform has been discontinued and is not referenced as a dispute channel.

25.3 Where the DSA applies, rights to the internal complaint mechanism, certified out-of-court dispute settlement and judicial review remain unaffected.

26. Amendments to these Terms

26.1 We may amend these Terms for legitimate reasons such as changes in law, security, service functions, business model or to clarify provisions. Changes will not retroactively deprive users of accrued rights.

26.2 We will give reasonable advance notice of material changes where required. If consent is legally required, we will request it. If a material change is not acceptable, the user may terminate before it takes effect, subject to mandatory law.

27. Language versions, severability and no waiver

27.1 We may provide these Terms in multiple languages. The versions are intended to have the same substantive meaning. No language version is intended to reduce mandatory rights. If versions differ, they should be interpreted to preserve the user-protective and state-independence commitments to the greatest lawful extent; where law requires a particular language or interpretation, that law prevails.

27.2 If a provision is invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law. An invalid provision will not automatically be replaced by a provision that unfairly expands user obligations; applicable law supplies the appropriate result.

27.3 Failure to enforce a provision in one case is not a general waiver.

28. Contact

artist ritual GmbH

Hofrichterstrasse 32

51067 Cologne

Germany

Email: mail@artist-ritual.com

For government or law-enforcement requests, use the same email address with the subject line “Government Request” and comply with the Government Requests Policy.