

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

INTRODUCTION:

HERETO YOU MAY FIND AN EXPLANATORY NOTE INCLUDING THE CONTENTS OF THE DRAFTED GREEK VERSION OF CC-BY-NC-SA LICENSE CREATED FOR/BY THE GREEK TEAM WORKING ON THE LOCALIZATION OF CC LICENSES IN GREECE. SAID NOTE PERTAINS TO SAID LICENSE CREATED IN THE GREEK LANGUAGE FIRST AND IN ACCORDANCE WITH THE GREEK LAW AND THEN TRANSLATED IN THE ENGLISH LANGUAGE FOR THE SHAKE OF THE PUBLIC DISCUSSION PROCESS BEFORE LICENSE PORTING IN GREECE.

THIS DOCUMENT PROVIDES THE FINAL DRAFT OF 2.5. CC-BY-NC-SA AND EXPLAINS THAT THERE ARE NOT MANY SUBSTANTIAL LEGAL CHANGES WHICH HAVE BEEN MADE FOR THE CREATION OF THE GREEK VERSION OF SAID LICENSE AS IT BECOMES EVIDENT FROM THE CONTENT OF SAID DRAFT .

SAID DRAFT HAS BEEN COMPOSED IN SUCH A WAY SO AS NOT TO ALTERNATE SIGNIFICANTLY FROM THE ORIGINAL VERSION OF SAID LICENSE IN ITS U.S. TEXT, UNLESS ANY CHANGE IS DEEMED NECESSARY BY THE GREEK TEAM SO AS TO ABIDE BY THE PROVISIONS OF THE GREEK LAW.

WHILE THE PROVISIONS OF THE U.S. LAW ARE NOT THE SAME AS THE PROVISIONS OF THE GREEK LAW, THE GREEK TEAM FINDS THAT THE WORDING OF THE PROPOSED GREEK VERSION OF CC LICENSE IS IN SYNC WITH THE PROVISIONS OF THE GREEK LAW AND AT THE SAME TIME DOES NOT DIFFERENTIATE SIGNIFICANTLY FROM THE WORDING OF THE ORIGINAL U.S. VERSION OF SAID LICENCE.

HOWEVER, WHEREVER THERE ARE CHANGES, SAID CHANGES WHICH ARE RECOMMENDED FOR THE GREEK VERSION OF SAID CC LICENSE ARE APPROPRIATELY MARKED AND EXPLAINED IN THE CONTENT AND THE FOOTNOTES OF THIS EXPLANATORY NOTE.

FINALLY, WHILE THIS EXPLANATORY NOTE WAS COMPOSED BY ONE PERSON, IT CONSIDERS ALL THE VIEWS OF ALL THE MEMBERS OF THE GREEK TEAM, WHICH HAS UNDERTAKEN THE TASK TO IMPORT CC LICENSES IN GREECE.

--1/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team



Attribution-NonCommercial-ShareAlike 2.5

You are free:

- to copy, distribute, display, and perform the work
- to make derivative works

Under the following conditions:



Attribution. You must attribute the work in the manner specified by the author or licensor.



Noncommercial. You may not use this work for commercial purposes.




Share Alike. If you alter, transform, or build upon this work, you may distribute the resulting work only under a license identical to this one.

- For any reuse or distribution, you must make clear to others the license terms of this work.
- Any of these conditions can be waived if you get permission from the copyright holder.

Your fair use and other rights are in no way affected by the above.

This is a human-readable summary of the Legal Code (the full license).

Disclaimer 

--2/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

Creative Commons



Attribution-NonCommercial-ShareAlike 2.5

CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENSE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CCPL" OR "LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

--3/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

1. Definitions

- a. **"Collective Work"** means a work, such as a periodical issue, anthology or encyclopedia, in which the Work in its entirety in unmodified form, along with a number of other contributions, constituting separate and independent works in themselves, are assembled into a collective whole. A work that constitutes a Collective Work will not be considered a Derivative Work (as defined below) for the purposes of this License.
- b. **"Derivative Work"**¹ means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which the Work may be recast, transformed, or adapted, except that a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this License. For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this License.

¹ The Greek Law recognises the meanings of the terms 'derivative work' and 'collective work' in the following wording of article 2 par. 2 of L.2121/1993 as amended: *"The term "work" shall, in addition, designate translations, adaptations, arrangements and other alterations of works or of expressions of folklore, as well as collections of works or collections of expressions of folklore or of simple facts and data, such as encyclopedias and anthologies, provided the selection or the arrangement of their contents is original. Protection afforded to the works listed in this paragraph shall in no way prejudice rights in the preexisting works, which were used as the object of the alterations or the collections."* Also the term 'collective work' is used in the wording of article 7 par. 2 of L.2121/1993 as amended: *"The term «collective work» shall designate any work created through the independent contribution of several authors acting under the intellectual direction and coordination of one natural person. That natural person shall be the initial rightholder of the economic right and the moral right attaching to the collective work."* THEREFORE, said definitions as well as all others which have been used in the draft of 2.5.CC-BY+NC+SA are cross-checked and correct and in sync with the phrasing and their meanings in the Greek Intellectual Property Law.

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

- c. **"Licensor"** means the individual or entity that offers the Work under the terms of this License.
- d. **"Original Author"** means the individual or entity who created the Work.
- e. **"Work"** means the copyrightable work of authorship offered under the terms of this License.
- f. **"You"** means an individual or entity exercising rights under this License who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this License despite a previous violation.
- ~~g. **"License Elements"** means the following high level license attributes as selected by Licensor and indicated in the title of this License: Attribution, Noncommercial, ShareAlike.²~~

2. Fair Practice (deleted: Fair Use Rights)³. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair practice

² The Greek team hasn't come across this clause in all other five of the six CC 2.5 licenses in their original US version. THEREFORE, the Greek team prefers not to include said clause in CC-BY-NC-SA. Omitting of said clause does not differentiate the content of said license. On the other hand, said clause could be included in the content of said license only if similar clause is necessary to be included in the content of all six CC licenses.

³ The Greek Law does not include the term 'Fair Use'. It makes provisions for the term 'Fair Practice' instead in article 19 par. 1 of L.2121/1993 as amended and regarding quotations of extracts: *"Quotation of short extracts of a lawfully published work by an author for the purpose of providing support for a case advanced by the person making the quotation or a critique of the position of the author shall be permissible without the consent of the author and without payment, provided that the quotation is compatible with fair practice and that the extent of the extracts does not exceed that justified by the purpose. The quotation of the extract must be accompanied by an indication of the source of the extract and of the names of the author and of the publisher, provided that the said names appear in the source."* It also makes provisions for the term 'Fair Practice' instead in article 21 of L.2121/1993 as amended and regarding reproduction for teaching purposes: *"It shall be permissible, without the consent of the author and without payment, to reproduce articles lawfully published in a newspaper or periodical, short extracts of a work or parts of a short work or a lawfully published work of fine art work exclusively for teaching or examination purposes at an educational establishment, in such measure as is compatible with the aforementioned purpose, provided that the reproduction is effected in accordance with fair practice and does not conflict with the normal exploitation. The reproduction must be accompanied by an indication of the source and of the names of the author and the publisher, provided that the said names appear on the source."* THEREFORE, the term 'Fair Practice', which is mentioned in the draft of 2.5.CC-BY+NC+SA, is used in consideration of

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

(~~deleted: use~~), first sale or other limitations on the exclusive rights of the copyright owner⁴ under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, Licensor hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

the above mentioned legal framework of the Greek Law. The term "Fair Use (Rights)" is not used in the Greek version of said CC license because its meaning in L.2121/1993 is not identical to its meaning in the USA/UK (Anglo-Saxon) Law.

⁴ The Greek team working on CC licenses contemplated upon the content of CC licenses in relation to the meaning of the term "Moral Right" which is an exclusive right of the author that can be transferred only as part of an inheritance but cannot be transferred between living persons (see article 12 par. 2 of L.2121/1993), and as is described in the Greek Law. More specifically, the Greek team discussed the possibility in which the content of the drafted CC licenses could include a specific reference to articles 14 and 16 of L.2121/1993 which pertain to the form of any legal acts dealing with the transfer of powers of authors to third parties (article 14) as well as the act of granting the consent of the author for an action or omission that may infringe his moral right (article 16). The Greek Law in article 14 of L.2121/1993 as amended and regarding the form of legal acts in relation to the term 'Moral Right' makes the following provision: *"Acts dealing with the transfer of powers stemming from the economic right, with the assignation or licensing of the right of exploitation and with the exercise of the moral right shall be null and void unless they are concluded in writing. Nullity may be invoked only by the intellectual author."* Also, the Greek Law in article 16 of L.2121/1993 as amended and regarding the form of legal acts in relation to the term 'Moral Right' makes the following provision: *"The granting of consent by an author for an action or an omission which would otherwise constitute an infringement of his moral right shall be deemed to be a form of exercise of his moral right and shall be binding upon him."* Given the abovementioned provisions of the Greek Law in relation to the Moral Right, as well as in consideration of the use of said term in the drafted Greek version of CC licenses, and the reference to said term and meaning in L.2121/1993 which has as follows: (article 1 par. 1 of L.2121/1993) *"Authors shall have, with the creation of the work, the right of copyright in that work, which includes, as exclusive and absolute rights, the right to exploit the work (economic right) and the right to protect their personal connection with the work (moral right)."* Also, (article 12 par. 2 of L.2121/1993) *"The moral rights shall not be transferable between living persons. After the death of an author, the moral rights shall pass to his heirs, who shall exercise the rights in compliance with the author's wishes, provided that such wishes have been explicitly expressed."* Also, (article 29 par. 2 of L.2121/1993) *"After the expiry of the period of copyright protection, the State, represented by the Minister of Culture, may exercise the rights relating to the acknowledgment of the author's paternity and the rights relating to the protection of the integrity of the work deriving from the moral rights pursuant to article 4(1)(b) and (1)(c) of this Law."* THEREFORE, the Greek team understands that the current wording of the Greek version of drafted CC licenses corresponds to the meaning of said term in the Greek Law and recognises that said suggested wording in the drafted Greek CC licenses could suffice for the localization of said licenses in Greece. In addition, the Greek team believes that the drafted Greek CC licenses had better been used in ways that do not restrain the power of the Moral Right of the author in the digital era. Respect of the Moral Right of the author is a sine-qua-non prerequisite for the application of WIPO Treaties as well as EC Directives on Intellectual Property in the digital era.

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

- a. to reproduce the Work, to incorporate the Work into one or more Collective Works, and to reproduce the Work as incorporated in the Collective Works;
- b. to create and reproduce Derivative Works;
- c. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission the Work including as incorporated in Collective Works;
- d. to distribute copies or phonorecords of, display publicly, perform publicly, and perform publicly by means of a digital audio transmission Derivative Works;

The above rights may be exercised in all media and formats (~~deleted: whether~~) now known (~~deleted: or hereafter devised~~)⁵. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Sections 4(e) and 4(f).

4. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You may distribute, publicly display, publicly perform, or publicly digitally perform the Work only under the terms of this License, and You must include a copy of, or the Uniform

⁵ The Greek Law in article 13 par. 5 of L.2121/1993 as amended and regarding unknown forms of exploitation of a work at the time of a contractual agreement for said exploitation, makes the following provision: *"The contract or license may in no circumstance confer any total right over the future works of the author, and shall never be deemed to refer also to forms of exploitation which were unknown on the date of the contract."* THEREFORE, the Greek Law forbids transfer of rights for unknown types of use of a work. That said, it makes sense for the above indicated correction in the draft of 2.5.CC-BY+NC+SA.

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

Resource Identifier for, this License with every copy or phonorecord of the Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this License. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by clause 4(d), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by clause 4(d), as requested.

- b. You may distribute, publicly display, publicly perform, or publicly digitally perform a Derivative Work only under the terms of this License, a later version of this License with the same License Elements as this License, or a Creative Commons iCommons license that contains the same License Elements as this License (e.g. Attribution-NonCommercial-ShareAlike 2.5 Japan). You must include a copy of, or the Uniform Resource Identifier for, this License or other license specified in the

--8/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

previous sentence with every copy or phonorecord of each Derivative Work You distribute, publicly display, publicly perform, or publicly digitally perform. You may not offer or impose any terms on the Derivative Works that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder, and You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute, publicly display, publicly perform, or publicly digitally perform the Derivative Work with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License Agreement. The above applies to the Derivative Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Derivative Work itself to be made subject to the terms of this License.

- c. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation⁶. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward

⁶ The Greek team working on CC licenses contemplated upon the content of CC licenses in relation to the meaning of the term "Commercial Purposes" (i.e. commercial advantage or private monetary compensation) as is described in the license hereto. While there is an obvious effort from the part of the Greek team to make the term "Commercial Purposes" as clear as possible, the description of said term in the content of the drafted CC licenses remains a disputed issue among prospective users of these licenses as well as among those questioning the legality of CC licenses. However, the Greek team opted not to alternate from the description used in the recommended drafts of CC licenses simply because it is confident that no matter what alternative wording were used to describe what is use for commercial purpose and what is not, the issue would still remain a subject of interpretation between bounded by said CC licenses parties. In addition, existing Court precedent in Greece (there has also been Court precedent in other European countries wherein CC licenses have been deployed such as France and Belgium) could add to the interpretation of said meaning justifying the use of the wording which is recommended in the drafted Greek CC licenses.

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.

- d. If you distribute, publicly display, publicly perform, or publicly digitally perform the Work or any Derivative Works or Collective Works, You must keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilizing: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or (ii) if the Original Author and/or Licensor designate another party or parties (e.g. a sponsor institute, publishing entity, journal) for attribution in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; the title of the Work if supplied; to the extent reasonably practicable, the Uniform Resource Identifier, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the Work by Original Author," or "Screenplay based on original Work by Original Author"). Such credit may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear where any other comparable authorship credit appears and in a manner at least as prominent as such other comparable authorship credit.
- e. For the avoidance of doubt, where the Work is a musical composition:

--10/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

i. **Performance Royalties Under Blanket Licenses.**

Licensor reserves the exclusive right to collect, whether individually or via a performance rights society (~~deleted: e.g. ASCAP, BMI, SESAC~~)⁷, royalties for the public performance or public digital performance (e.g. webcast) of the Work if that performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

ii. **Mechanical Rights and Statutory Royalties.**

Licensor reserves the exclusive right to collect, whether individually or via a music rights agency or designated agent (~~deleted: e.g. Harry Fox Agency~~), royalties for any phonorecord You create from the Work ("cover version") and distribute, subject to the compulsory license created by the Intellectual Property Law (~~deleted: 17 USC Section 115 of the US Copyright Act (or the equivalent in other jurisdictions)~~)⁸, if Your distribution of such cover version is primarily intended for or directed toward commercial advantage or private monetary compensation.

⁷ There is no need to mention the U.S. Performance Rights Societies. One option is that the Greek Version of CC 2.5. BY-NC-SA could mention Greek Performance Rights Societies such as A.E.P.I. [URL: <http://www.aepi.gr>] (which is a member of CISAC [URL: <http://www.cisac.org>] and BIEM [URL: <http://www.biem.org/>]). Another option finds that there is no serious reason not to mention International Performance Rights Societies in addition to the Greek ones. In consideration of all options the Greek team opted for the best option, which is to make use of a wording such as the suggested one in the Greek version of CC license draft hereto that does not favour one Performance Right Society in Greece over another.

⁸ The Greek Law 2121/1993 on Intellectual Property as amended henceforth is applicable. Wherever in the context of said license as well as all six CC licenses in their Greek version there is a reference to Intellectual Property Law, said reference is made to L.2121/1993 as amended.

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

f. **Webcasting Rights and Statutory Royalties.** For the avoidance of doubt, where the Work is a sound recording, Licensor reserves the exclusive right to collect, whether individually or via a performance-rights society (~~deleted: e.g. SoundExchange~~), royalties for the public digital performance (e.g. webcast) of the Work, subject to the compulsory license created by the Intellectual Property Law (~~deleted: 17 USC Section 114 of the US Copyright Act (or the equivalent in other jurisdictions)~~), if Your public digital performance is primarily intended for or directed toward commercial advantage or private monetary compensation.

5. Representations, Warranties and Disclaimer

UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

6. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL,

--12/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Termination

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. Individuals or entities who have received Derivative Works or Collective Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 5, 6, 7, and 8 will survive any termination of this License.
- b. Subject to the above terms and conditions, the license granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

8. Miscellaneous

- a. Each time You distribute or publicly digitally perform the Work or a Collective Work, the Licensor offers to the recipient

--13/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

- a license to the Work on the same terms and conditions as the license granted to You under this License.
- b. Each time You distribute or publicly digitally perform a Derivative Work, Licensor offers to the recipient a license to the original Work on the same terms and conditions as the license granted to You under this License.
- c. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- d. No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- e. This License constitutes the entire agreement between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. Licensor shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Licensor and You.

Creative Commons is not a party to this License, and makes no warranty whatsoever in connection with the Work. Creative Commons will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental

--14/15--

NOTE ON 2.5. CC-BY-NC-SA

Created by Marinos Papadopoulos
for the Creative Commons in Greece team

or consequential damages arising in connection to this license. Notwithstanding the foregoing two (2) sentences, if Creative Commons has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Work is licensed under the CCPL, neither party will use the trademark "Creative Commons" or any related trademark or logo of Creative Commons without the prior written consent of Creative Commons. Any permitted use will be in compliance with Creative Commons' then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Creative Commons may be contacted at <http://creativecommons.org/>.