Agreement acceptance

This agreement is a legally binding document between You ("**the User**") and **ISAN TR Agency** operated by ISAN International Agency, Cours de Rive 2, 1204 Geneva, Switzerland. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. By accepting these Terms of Services (i.e. ticked check box "*I have read, I understand, and I accept the ISAN TR Agency Terms of Services.*") and submitting the new ISAN account application, you agree to abide by all terms and conditions set forth in this agreement.

New Account Acceptation

This agreement enters into force as soon as the User's application is accepted by the ISAN TR Agency.
The ISAN TR Agency reserves the right to reject the User's application for reasons such as:

- Invalid, incomplete or wrongful information.
- The User does not comply with ISAN requirements.
- The User could not be recognized as / failed to prove to be an Audiovisual Industry professional or a member of a known audiovisual industry organization.

User's Rights and Duties

- The User shall abide to the ISAN User Guide and the ISAN Terms of Use, available on www.isan.org.
- Subject to the full adherence of these Terms of Services, the User is granted the right to:
    - (i) search select and consult ISAN Metadata in the ISAN registry by using the ISAN Web Interface.
    - (ii) copy and store ISAN identifiers retrieved manually in the ISAN registry.
    - (iii) redistribute ISAN identifiers to third parties with or without User's own Descriptive Information.
- The User is Not allowed to:
    - (i) copy and store ISAN Metadata, to the exception of ISAN Identifiers.
    - (ii) redistribute ISAN Metadata to third parties, to the exception of ISAN Identifiers.
    - (iii) provide ISAN reader or resolution services in substitution to the official ISAN reader or resolution services provided by ISAN TR Agency, ISAN-IA or any other authorized party.
- This basic Online Reader Access is delivered free of charge. The User acknowledges that the service might evolve over time and access to certain functionalities and/or certain exhaustive ISAN metadata, might in the future be reserved to paying users.
- The User will make its best efforts to fix permanently ISAN identifiers to their assigned audiovisual work wherever possible, so that ISAN is attached to the content throughout the life of the audiovisual work. Such fixing can be the insertion of the ISAN in the credits, and/or added to the metadata of the media file, and/or associated to a watermark, and/or affixed by any other appropriate mean.
- Only ISAN identifiers issued by and stored in the ISAN Registry are valid ISAN. The User is not authorized to assign himself wrongful ISAN identifiers and use them.
- User credentials to the ISAN system are personal and shall not be divulged. Additional personal user credentials attached to the client account can be delivered on demand.

Account Transfer to Another Registration Agency

The User can request to transfer its account to another ISAN Registration Agency.

The account transfer is subject to an **account transfer fee of 30 CHF** and the acceptance by the new selected Registration Agency.

The transfer will be effective within 30 days after reception of the written request to ISAN TR Agency and after all outstanding amounts due to the ISAN TR Agency have been settled.

Availability and Support

- The User can refer anytime to the online ISAN knowledge base https://support.isan.org .
- Occasionally, ISAN TR Agency might provide support to the User, by e-mail and phone during office opening hours.
- The User acknowledges that interruptions and loss of service may periodically occur. ISO, ISAN-IA, ISAN TR Agency or any other ISAN Registration Agency will not incur any obligation or liability resulting from interruption or loss of service.

Termination of agreement

Both parties can terminate this agreement upon thirty (30) days written notice to the other party.

The agreement shall be terminated with immediate effect in case of serious breach to the terms of this agreement, such as:

- Use of unlawful, hateful or discriminatory information.
- Attempts to illegally access and/or monitor and/or copy data and software components from the ISAN System or ISAN Registry.
- Attempts to corrupt and/or delete data from the ISAN Registry.

Data Privacy

ISAN TR Agency is operated by ISAN-IA and ISAN Privacy Policy applies.

Copyright

The access to the ISAN System falls under Swiss and International Legislation concerning author's rights and intellectual property rights. All rights of reproduction are reserved, including downloadable documents as well as photographic and iconographical images. Reproduction of all or part of the ISAN System on an electronic system or support, of whatever type, is formally forbidden without due authorization. Reproduction of the "ISAN - International Standard Audiovisual Number" logo in any form (digital or on paper) requires written permission from the ISAN International Agency.

Robots and Scraping

The User shall not use data mining, robots, scraping, or similar data gathering and extraction tools on the ISAN System. Automated interactions with the ISAN Registry shall be performed with the ISAN API.

Force Majeure

ISO, ISAN-IA, ISAN TR Agency and the User will not be liable for any failure or delay in performance to the extent caused by any event beyond its reasonable control, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, Trojan horse or other malicious code, command, file or program designed to interrupt, destroy or limit the functionality of any software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event.

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Liability

The User will not hold ISO, ISAN-IA, the ISAN TR Agency, and any other ISAN Registration Agency and their contractors, responsible for any damage supposed or proven arising from the usage of ISAN, ISAN data and/or the ISAN System.

The User will hold ISO, ISAN-IA, the ISAN TR Agency, and any other ISAN Registration Agency and their contractors, harmless against any third-party claims for any damage supposed or proven arising from the usage of ISAN, ISAN data and/or the ISAN System.

Amendments to the Agreement

ISAN TR Agency reserves the right to amend its Terms of Services and all other contractual documents at any time. The User will be informed at least 30 days in advance of such amendments. The User is entitled to terminate the Agreement, giving written notice at least 5 days in advance of such amendment, with effect as from the date on which the new conditions become effective. If notice of termination is not given, the new conditions are deemed to be accepted.

Applicable Law / Arbitration Clause

- This Agreement shall be governed exclusively by the laws of Switzerland and construed accordingly.
- Disputes between ISAN TR Agency and the User which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- Should ISAN-IA's mediation proven to be unsuccessful, the Courts of the Republic and Canton of Geneva shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, subject to appeal to the Federal Tribunal in Lausanne.
- If a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.

Definitions

ISAN-IA: ISAN International Agency, appointed by ISO as the ISAN Registration Authority, based at Cours de Rive 2, CH-1204 Geneva, Switzerland.

TR Agency ("TRA" or "Transitory Registration Agency"): ISAN Registration Agency operated by ISAN-IA for the purposes of processing ISAN applications for countries without an appointed local ISAN Registration Agency.

Standard ("standard" or "ISAN Standard"): means the international standard ISO 15706 – Information and Documentation – International Standard Audiovisual Number (ISAN) – Part 1: Audiovisual work identifier, and ISO 15706-2 – Information and documentation – International Standard Audiovisual Number (ISAN) – Part 2: Version identifier

"Registrant" or *"User":* Producer of an audiovisual work, authorized proxy of such a producer, or other such entity or individual, registered within the ISAN System for the purposes of registering an ISAN for audiovisual works.

"Audiovisual Work" ("AV Work"): A work consisting of a sequence of related images with or without accompanying sound, which is intended to be made visible as a moving image and/or audible using devices, regardless of the medium of initial or subsequent fixation.

The "*ISAN Database*" is the compilation by ISAN-IA of ISAN identifiers, including the ISAN Metadata and any updates as may occur from time to time.

The "*ISAN Registry*" is the central database owned, held, operated and managed by ISAN-IA, which includes all administrative and descriptive information associated to ISAN and V-ISAN, of which the ISAN Database is a subset.

"ISAN System": All technical components that compose the ISAN system, as made available by ISAN-IA, including but not limited to all software applications, the central ISAN database, the Web Interface and ISAN API.

"ISAN Metadata" or *"Descriptive Information":* metadata associated with an audiovisual work or versions of works, to which an ISAN or V-ISAN (i.e. ISAN version) is allocated, describing the characteristics of the work or version.

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