

GENERAL TERMS AND CONDITIONS



1 Registrant's Application Acceptation

The RA reserves the right to reject Registrant's application for the following reasons:

- 1.1 Invalid or incomplete registration application
- 1.2 The Registrant does not comply with ISAN requirements.
- 1.3 The Registrant is not a member of a known audio-visual industry organization.

2 Registrant's Duties

The Registrant shall abide to the current version of the ISAN User Guide, available on the www.isan.org website at the time of ISAN System utilization. This includes (but is not limited to):

2.1 Behaviour with users

The Registrant shall not divulge his/her login/password information to unauthorized persons. This information shall remain within the scope of the legal entity or individual for which it was authorized. In the case of legal entities, the login can be used by employees and contractors of the entity, who shall agree to comply with the terms of the ISAN User Guide.

2.2 Metadata correctness

The Registrant shall conform to the ISAN User Guide as to the correctness of the related Descriptive Information of the AV work to be registered.

2.3 Avoiding duplicate submissions

The Registrant shall avoid duplicate submissions of ISAN registrations, and in some cases, when asked to, resolve potential duplicate registration.

2.4 Non-publication of pending in-dev ISAN

The Registrant shall NOT publicly publish in-Development ISAN and shall make its best effort to fill within 6 months the related descriptive information to the in-dev ISAN .

3 Liability

The Registrant will not hold the RA or any other RA, ISAN-IA and its contractors, ISO and its members responsible for any damage supposed or proven arising from the usage of ISAN, the Descriptive Information and/or the ISAN System.

The Registrant will hold the RA, any other RA, ISAN-IA and its contractors, ISO and its members harmless against any third-party claims for any damage supposed or proven arising from the usage of ISAN, its Descriptive Information and/or the ISAN System.

4 Confidentiality

- 4.1 Personal information given by the Registrant to the RA will remain confidential.
- 4.2 All Descriptive Information related to ISAN is considered as public information and as such accessible by anyone.

5 Transfer

- 5.1 The Registrant can request in writing to the RA to transfer his/her application to another Registration Agency at any time.
- 5.2 Prior to transferring the Registrant to another RA, all services used by the Registrant and invoiced by the RA are due. The transfer of the Registrant shall be effective as soon as all amounts due to the RA are paid, or, if no amounts are due when the transfer request is made, within 30 days after RA's receipt of transfer request.

6 Termination of contract

The RA reserves the right to terminate the ISAN services offered to the Registrant when serious breach of these Terms and Conditions occur such as:

- 6.1 Use of incorrect, unlawful hateful or discriminatory metadata when applying for an ISAN.
- 6.2 Attempt by the Registrant to illegally access the ISAN System.
- 6.3 Attempt by the Registrant to illegally access/monitor/copy data exchanged between other Registrants and the ISAN System.
- 6.4 Attempt by the Registrant to corrupt or delete ISAN Descriptive Information.

GENERAL TERMS AND CONDITIONS



- 6.5 Reassigning by the Registrant of an existing ISAN to a new audiovisual work by modification of its Descriptive Information.
- 6.6 Repetitive attempt by the Registrant to re-quest an ISAN for a work which has already been provided an ISAN.
- 6.7 Non payment of due invoices after 10 days of written notification.
- 6.8 Violation of the provisions in Article 2 above.

7 Disclaimer

The Registrant is responsible for the Descriptive Information as provided under Article 2.2 above, associated with any AV work for which he/she has applied for an ISAN.

ISAN-IA, the RA and all RAs decline responsibility for the following:

- 7.1 **Content of metadata**
Content of ISAN Descriptive Information, including but not limited to titles and participant names.
- 7.2 **Content of AV/works**
Content of audio-visual works that were assigned an ISAN.
- 7.3 **Correctness**
Preciseness, completeness and quality of ISAN Descriptive Information.
- 7.4 **Ownership**
The RA, any other RA and ISAN-IA do not provide any information on ownership of rights of an audiovisual work, nor does possessing an ISAN for a work constitute proof of ownership/copyright of that work.

8 Availability and Support

8.1 Availability

The Registrant acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the ISAN System or the RA website, resulting in unexpected outages or interruptions. ISAN-IA, the RA and any other RA will not incur any obligation or liability as a result of any such interruption or loss of service.

8.2 Telephone and Web Support

The RA will provide the Registrant with telephone and web-based support resources, including assistance with ISAN registration and duplicate resolutions.

9 Amendments to the Agreement

The RA reserves the right to amend its current Terms and Conditions and all other contractual documents at any time. The Registrant will be informed at least 30 days in advance of such amendments. The Registrant 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 no notice of termination is given, the new conditions are deemed to be accepted by the Registrant.

10 General

- 10.1 Disputes between the RA and the Registrant which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- 10.2 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.
- 10.3 This Agreement shall be governed exclusively by the laws of Switzerland, sole place of jurisdiction is Berne.