

ISAN and V-ISAN Terms of Use

These ISAN and V-ISAN Terms of Use (ToU) are adopted and promulgated by the ISAN International Agency (ISAN-IA), the international organization appointed by ISO as the authority for the ISAN Standard (consisting of ISO 15706-1:2002 information and documentation – International Standard Audiovisual Number – Part 1: Audiovisual work identifier (ISAN), and ISO 15706-2:2007 information and documentation – International Standard Audiovisual Number – Part 2: Version Identifier). ISAN-IA is a Geneva, Switzerland-based not for profit organization recognized as a juristic person.

These ToU, in concert with applicable intellectual property laws, describe the terms of use of the ISAN Standard by all parties at all times. These ToU form an integral part of the ISAN Governing Documents, which also include the ISAN User Guide, as published on the ISAN-IA and ISAN Registration Agency Websites. Any Person authorized to use or, in fact, using ISAN and/or V-ISAN (each a “User”) shall be bound and abide by the ToU at all times to the extent applicable to such use and in a manner consistent with any written contract between ISAN-IA or its designee, and such User. Except as otherwise expressly provided in a written contract between ISAN-IA or its designee, and any particular User, with respect to each use of ISAN and/or V-ISAN, each User shall be bound by the version of these ToU that is published and made publicly available by ISAN-IA on its web site located at www.isan.org at the time of such use. In the event that these ToU or any portion hereof conflicts with a legally binding and enforceable written agreement between any User and ISAN-IA or its designee, the terms of such other agreement shall prevail to the extent applicable between ISAN-IA or its designees, and such User, including without limitation provisions regarding choice of governing law and forum. Capitalized terms used herein shall be defined as provided in the ISAN User Guide.

1. GENERAL PRINCIPLES FOR ISAN AND V-ISAN USE:

ISAN-related fees are incurred for registration of assets, look-ups against the ISAN Database (whether for purposes of authentication or for any other purpose), licensed resale or redistribution of the ISAN Database by valued-added resellers who combine ISAN codes and ISAN Metadata with value-added data and/or services, and licensed resale or redistribution by other authorized licensees. Once appropriate fees are paid under each of these models, there are no restrictions on use of ISAN or V-ISAN codes or ISAN Metadata by Users or anyone else except as follows:

1. Users must adhere to these ISAN Terms of Use, the ISAN User Guide and the terms of any license for resale or redistribution of the ISAN Database;



2. Users may not offer authenticated (i.e., “official”) ISAN look-up services or otherwise use ISAN-IA Marks except as authorized in writing by ISAN-IA or its designee; and
3. Users may not resell or redistribute the ISAN Database except as authorized in writing by ISAN-IA or its designee, provided that Registrants or their agents may resell or redistribute their own metadata with corresponding ISAN and V-ISAN codes, but not ISAN Metadata records by themselves in the ISAN Metadata format.

“Resale” and “Redistribution” are defined as a commercial license, sale or other provision of a substantial portion of the ISAN Database, or look-ups against a substantial portion of the ISAN Database (i.e., more than 10,000 records per year), as part of a service substantially similar to that provided by ISAN-IA or its designee.

In the event of a conflict between these Terms of Use and any provision of the ISAN User Guide, these Terms of Use shall prevail.

2. INTELLECTUAL PROPERTY GUIDELINES

Copyright, trademark and other intellectual property rights in and to the ISAN-IA Materials is owned exclusively and fully reserved by ISAN-IA and is subject to these Terms of Use and applicable provisions in agreements, including trademark licensing agreements.

Third party company names, logos and any rights whatsoever in and to any AV Content itself, are protected under copyright, trademark and other laws of applicable countries, as well as by virtue of international treaties and conventions. Further, such third party rights are expressly excluded from ISAN-IA Materials and are solely owned by the applicable rights holder. Neither ISAN-IA nor any of its Users make any claims to any rights of the underlying AV Content.

The information and documents provided under license or these ToU to Users are themselves proprietary and/or protected by copyright, trademark, trade secret, trade dress and other applicable laws. The said information or documents may not be imparted to third-parties in any way, nor copied or otherwise used without either prior written permission of ISAN-IA, or in accordance with a written license or other agreement entered into by ISAN-IA.

ISAN-IA Materials available to the general public or any User and provided under these ToU are copyrighted and/or trademarked by ISAN-IA, as applicable. Nothing contained in these ToU confers any rights, title or interest upon the User and nothing herein shall be construed as granting a license to any User to use any ISAN Materials or other intellectual property owned or controlled by ISAN-IA unless such use occurs pursuant to these ToU or is otherwise authorized by ISAN-IA.

As among the Persons using and/or relying on any ISAN Record and ISAN-IA, ISAN-IA owns any such ISAN Record as a compilation of metadata that has been included in such ISAN Record. Any metadata embodied in an ISAN Record and emanating from a party other than ISAN-IA may be owned separately and individually by the Person or Persons on whose behalf the metadata was submitted to become part of an ISAN Record. ISAN-IA makes no claim to ownership of metadata as separate and individual from



any collection, compilation or database of metadata controlled, created, maintained, updated, verified or certified by ISAN-IA. No Person shall compare any separate metadata or metadata set, collection, compilation to the ISAN Record, or to refer to the equality or equivalence of any separate metadata with the ISAN Record without the prior written consent of ISAN-IA, in its sole discretion. The ISAN Metadata embodied in any ISAN Record shall be the sole definitive source of metadata for purposes of the ISAN System and any use of metadata within it.

By submitting metadata relating to any AV Work in exchange for receiving a corresponding ISAN code, the ISAN Registrant grants to ISAN-IA an unrestricted, unremunerated, irrevocable and non-exclusive world-wide license to utilize the metadata of the AV Work in perpetuity as part of the ISAN System now known or in future developed and within the framework of the ISO Standard and these ISAN ToU. RAs shall procure that any Person on whose behalf any metadata is submitted for inclusion in an ISAN Record execute the standard Registration Agreement for AV Works, which agreement(s) shall also contain a representation and warranty that the Person submitting the metadata has full authority to do so.

2.1. ISAN-IA Marks

ISAN-IA is the owner of the ISAN-IA Marks, including the trademarks and service marks “ISAN” and “ISAN-IA”. Other Users, corporations, associations, brands or products listed by ISAN-IA either on the ISAN-IA Website www.isan.org or in conjunction with registering, assigning and maintaining ISANs are trademarks, service marks, registered trademarks or registered service marks of their respective holders and should be treated as such. All rights reserved.

ISAN-IA may seek, in its sole and absolute discretion, to protect the ISAN-IA Marks against any unauthorized use and infringement. ISAN-IA Marks may not be used except in accordance with these ToU or pursuant to an accreditation and written license from ISAN-IA. Authorized use of the ISAN-IA Marks must include a notice of trademark and service mark registration (“®” where a trademark is registered in a particular territory, and “tm”, where trademark rights are claimed or applied for in the name of ISAN-IA (or with ISAN-IA’s prior written permission by any other party), but not yet granted, as applicable). The ISAN-IA Marks may be used on or affixed to any product or service that is sold, advertised, distributed to the public or businesses in accordance with these ToU and by prior written approval by ISAN-IA, via the proper accreditation process.

For avoidance of doubt, it is recorded that any use of the ISAN-IA Marks, except in accordance with these ToU, in any manner to expressly or impliedly suggest endorsement, sponsorship, affiliation or association of the User by or with ISAN-IA beyond the scope of the retained services associated with ISAN-IA may cause confusion, mistake, or deceive parties and/or any third parties as to the origin, sponsorship or approval of the user’s goods, services or commercial activities with ISAN-IA and, therefore, is strictly prohibited.

2.2. Usage of ISAN-IA Marks by RA, LA, RSP and CL

RAs, LAs, CLs and RSPs may apply to ISAN-IA have a non-exclusive, non-warranty, non-derogatory, non-transferable license, subject to these ToU and the proper accreditation and terms of any other written agreement with ISAN-IA, to use the ISAN-IA Marks to identify and/or promote ISAN and V-ISAN. Such use shall not disparage ISAN-IA and shall not imply any sponsorship or endorsement by ISAN-IA unless expressly provided for in writing by ISAN-IA.

3. DISCLAIMERS

The information contained on the ISAN-IA Website and in the ISAN Database is provided “as is” and without expressing or implying any warranty of any kind. ISAN-IA makes no warranties or representations regarding the accuracy, property, fitness for purpose, or completeness of any information contained within the ISAN Metadata and will not be responsible or liable to anyone for any errors or omissions.

The ISAN Database, as per the ISAN Standard, may contain and provide links to other internet websites only for the convenience of Users and is not responsible for the materials, activities or content of any such websites. Neither ISAN-IA nor any of its RAs, LAs, RSPs and CLs endorses, warrants or guarantees any sub licensee’s use of ISAN and/or V-ISAN or its services provided in connection therewith.

4. GOVERNING LAW AND JURISDICTION

The foregoing Disclaimers and ToU will be governed by, construed and enforced in accordance with the laws of Switzerland and other applicable laws to the extent that Swiss law mandates their application (so-called “droit d’application immédiate” or “mandatory laws” under Swiss conflict of laws legislation). Any action brought against ISAN-IA which pertains or relates to the above Disclaimers and/or Terms of Use or to any other related matters shall be brought before the competent courts in Switzerland and, to the greatest extent permitted this choice of jurisdiction (Forum) shall be exclusive and the Forum shall be Geneva, Switzerland. In case of a dispute or controversy in which ISAN-IA seeks to bring an action against one or several of the parties licensed in accordance with these ToU, ISAN-IA shall, at its sole and absolute discretion, seek to bring such action or other proceedings either in Geneva, Switzerland, or at the place of domicile or habitual residence of one of the licensees, being a party to the dispute or controversy. After termination, howsoever arising, of any licensing agreement and/or the applicability of these ToU in relation to any party, ISAN-IA shall be entitled, but not obliged, to bring an action in Geneva, Switzerland, or at the place of habitual residence or domicile of one of the parties to the dispute or controversy. For avoidance of doubt, ISAN-IA shall be entitled to bring claims, seek urgent, temporary or permanent remedies and enforce its rights in and to any intellectual property owned or controlled by the ISAN against any party anywhere in the world.

5. INTERPRETATION

For purposes of these ToU the following shall apply: (a) any reference herein to a Person includes a reference to a natural individual or any legal entity, as applicable (b) any reference herein to gender includes the other genders, (c) words used herein in the singular include the plural and vice versa, (d) heading used herein are for convenience only and shall not be taken into account in interpreting these ToU, and (e) any provision in a definition, in the Introduction, Preamble or in any Annexes that confers rights or imposes obligations on any party shall have the same effect as if it were a substantive clause in the body of these ToU.

