

# Terms & Conditions

## TRA REGISTRANT DETAILS

### Company General Information

**Company name** (hereinafter "Registrant"): \_\_\_\_\_

**Address:** \_\_\_\_\_

**Post Code:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Phone # country code:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Client Identifier:** \_\_\_\_\_

*(This chosen Client Identifier should be a minimum of 5 and a maximum of 8 characters long using the a-z and 0-9 characters)*

### User Information

**Contact full name:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Contact Email address:** \_\_\_\_\_

### **Select your company's activity:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Production Company | <input type="checkbox"/> Distribution Company | <input type="checkbox"/> Authoring Company  |
| <input type="checkbox"/> Broadcaster        | <input type="checkbox"/> Cable/ IPTV Operator | <input type="checkbox"/> Collecting Society |
| <input type="checkbox"/> Archive            | <input type="checkbox"/> Other _____          |   |

### CONFIRMATION

The Registrant hereby has read the following Terms and Conditions as well as the attached TRA Pricing Guide, fully understands his duties and accepts to adhere to these Terms and Conditions, TRA Pricing Guide and ISAN User Guide. The use of ISAN by Registrant implies the unconditional acceptance of these Terms and Conditions, the TRA Pricing Guide and ISAN User Guide.

**Location and Date:**  
\_\_\_\_\_

**Name:**  
\_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

## 1. Definitions

ISAN-IA: The ISAN International Agency presently based at Cours de Rive 2, CH-1204 Geneva, Switzerland.

Transitory Registration Agency (TRA): Agency appointed by ISAN-IA for the purposes of processing ISAN applications from Registrants, on a temporary basis until a Registration Agency (RA) is established in their country, region or market. The TRA is based at ISAN-IA and run by ISAN-IA.

Standard (ISAN): The international standard ISO 15706:2002 – Information and Documentation – International Standard Audiovisual Number (ISAN) – Part 1: Audiovisual work identifier, and the ISO 15706-2:2007 – Information and documentation – International Standard Audiovisual Number (ISAN) – Part 2: Version identifier

Registrant: 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 obtaining an ISAN for audiovisual works and allowed to query the ISAN System.

Audiovisual Work or 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 through the use of devices, regardless of the medium of initial or subsequent fixation.

ISAN System: All IT components making the ISAN system, as available at ISAN-IA, including but not limited to central database, software application, Web Template and Web Services accesses and processes.

Descriptive Information: metadata associated to an AV work or its related version, to which an ISAN work or version is allocated, describing the work or version (for example: original and alternative title(s), year of reference, participant(s), and others).

ISAN Group: An audiovisual legally constituted conglomerate could compose with its affiliates - who want to become ISAN registrants - an ISAN approved group benefiting from specific ISAN group services.

ISAN Group Services: these services identify specifically the ISAN Metadata Group Query.

The above definitions are given for the purposes of these Terms and Conditions without prejudice to further descriptive information given in the User Guide.

## 2. Liability

Registrant will not hold the TRA 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.

Registrant will hold the TRA, 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 by Registrant.

## 3. Disclaimer

Registrant is responsible for the Descriptive Information as provided for under Article 8.4 underneath, associated with any AV work for which he has applied for an ISAN. ISAN-IA, TRA, and all RAs decline responsibility for the following:

- 3.1. Content of metadata. Content of ISAN Descriptive Information, including but not limited to titles and participant names.
- 3.2. Content of AV works. Content of audiovisual works that were assigned an ISAN.
- 3.3. Correctness. Preciseness, completeness and quality of ISAN Descriptive Information.
- 3.4. Ownership. TRA, 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.

## 4. Use of the ISAN Standard

Registrant undertakes a non-binding commitment to use commercially reasonable and practical efforts to make sure that the ISAN identifier assigned to an AV Work is permanently affixed to such an AV Work so that it shall be persistent throughout the life of the AV Work.

Registrant commits himself neither to assign ISANs to nor to use ISANs in connection with any Audiovisual Work, if the ISANs have not been issued by the ISAN System. Such wrongful use of ISANs will be prosecuted to the fullest extent allowed by the law.

Audiovisual Works which fall outside the scope of the Standard cannot be registered. TRA reserves the right to reject such ISAN applications and/or registrations.

## 5. Pricing and Payment

- 5.1. Prices are set in the Pricing Guide attached to these Terms & Conditions. Prices are set in Swiss Francs. Any conversion of prices into another currency shall be of an informative nature only.

- 5.2. Prices do not include any taxes and are subject to changes with 3 months written notification period.
- 5.3. Prices are not negotiable.
- 5.4. Payments. Full payment by international credit card or bank transfer for services is required. An invoice is issued by ISAN-IA the month that follows the ISAN delivery. Late payments are subject to late interest at the rate of 5% as of the 31<sup>st</sup> day after the date of invoice issuance
- 5.5. Currency. The only currency accepted for payments is the Swiss Franc (CHF), and the only forms of payment accepted are credit card and bank transfer. Transfer (and any other bank) charges shall be paid by the Registrant. In the case of bank transfer errors, or delays, it is the Registrant's responsibility to resolve issues with the appropriate banks.

## 6. Term and Transfer

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

## 7. Registrant's Application Acceptation

The TRA reserves the right to reject Registrant's registration agreement for such reasons as:

- 7.1. Invalid or incomplete registration agreement
- 7.2. Registrant does not comply with ISAN requirements
- 7.3. Registrant is not a member of a known audiovisual industry organization.

## 8. Registrant's Duties

The Registrant shall abide to the current version of the [ISAN User Guide](#) and the [ISAN Terms of Use](#), available on the [www.isan.org](http://www.isan.org) website at the time of ISAN System utilization. Registrant acknowledges that it is familiar with the contents of the [ISAN User Guide](#) and the [ISAN Terms of Use](#) in effect at the time

of its execution of this registration agreement. This includes (but is not limited to):

- 8.1. Behavior with users. The Registrant shall not divulge its 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.
- 8.2. Denial of Service. Any attempt or act of denial of service, including by using repetitive software tools, to interfere with or harm the ISAN System or the ISAN web sites will be a breach of these Terms and Conditions and will be prosecuted to the fullest extent provided by the law.
- 8.3. 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.
- 8.4. Avoiding duplicate submissions. The Registrant shall avoid duplicate submissions of ISAN registrations, and in some cases, when asked to resolve potential duplicate registration will cooperate to do so.
- 8.5. Non-publication of Project ISAN and activation at completion. The Registrant shall NOT publicly publish Project ISAN until the ISAN is activated and shall make sure to activate the Project ISAN as a valid ISAN as soon as the project is completed.
- 8.6. Registrant is responsible for the proper installation and operation, subject to Article 9.2 underneath, of its computer systems, internet access enabling him to connect to the ISAN System and the use of and access to the ISAN System, and shall bear all expenses in connection therewith.

## 9. Availability and Support

- 9.1. Availability. Registrant acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the ISAN System, or the TRA website, resulting in unexpected outages or interruptions (including, without limitation, the force majeure events under Section 14 below). ISAN-IA, the TRA and any RA will not incur any obligation or liability as a result of any such interruption or loss of service.
- 9.2. Support: TRA will provide Registrant with telephone, e-mail, and web-based support, including assistance with ISAN registration and duplicate resolutions.

## 10. Termination of contract

Registrant reserves the right to terminate this contract, with or without cause, upon thirty (30) days' written notice to TRA.

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

- 10.1. Use of incorrect, unlawful, hateful or discriminatory metadata when applying for an ISAN.
- 10.2. Attempt by the Registrant to illegally access the ISAN System.
- 10.3. Attempt by the Registrant to illegally access/monitor/copy data exchanged by other Registrants and the ISAN System.
- 10.4. Attempt by the Registrant to corrupt or delete ISAN Descriptive Information.
- 10.5. Reassigning by the Registrant of an existing ISAN to a new audiovisual work by modification of its Descriptive Information.
- 10.6. Repetitive attempt by the Registrant to request an ISAN for a work which has already been provided an ISAN.
- 10.7. Non payment of due invoices after 10 days written notification.
- 10.8. Violation of the provisions of Article 8 above.

## 11. Confidentiality

- 11.1. Personal information given by Registrant to TRA will remain confidential.
- 11.2. All Descriptive Information related to ISAN is considered as public information and as such accessible by anyone.

## 12. 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.

## 13. Robots and Screen Scraping

Registrant may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on the ISAN System.

## 14. Force Majeure

ISAN-IA, the TRA and Registrant 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.

## 15. Amendments to the Agreement

The TRA 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 notice of termination is not given, the new conditions are deemed to be accepted by Registrant.

## 16. General

- 16.1. 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.
- 16.2. This contract is a legally binding document. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to.
- 16.3. This Agreement shall be governed exclusively by the laws of Switzerland and construed accordingly.
- 16.4. Disputes between TRA and Registrant which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- 16.5. If ISAN-IA's mediation provided for in Article 16.4 above has 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.

## Transitory Registration Agency Pricing Guide ISAN Pricing to Registrants

(effective 01/01/2022)

Quantity	ISAN	V-ISAN
1	CHF 35	CHF 10
>10	CHF 30	CHF 7
>30	CHF 25	CHF 5
>100	CHF 20	CHF 3
500	CHF 7 500	CHF 1 250
1000	CHF 10 000	CHF 2 000
2000	CHF 17 500	CHF 3 000
3000	CHF 25 000	CHF 4 000
5000	CHF 35 000	CHF 5 000
10000	CHF 45 000	CHF 7 000
Unlimited	CHF 50 000	CHF 10 000

### Notes, Terms and Conditions:

- Prices are set in Swiss Francs.
- **Discount pricing applies for a quantity of codes allocated during the same billing period.**
- Prices do not include any taxes and are subject to changes with 3 months written notification period.
- Prices are not negotiable.
- **30 CHF one-off payment for client account registration charged on the first invoice for services.**
- Full payment for services by international credit cards or bank transfer is required.
- The only currency accepted for payments is the Swiss Franc (CHF) ; Wire Transfer charges shall be paid by the Registrant.
- In the case of bank transfer errors, or delays, it is the Registrant's responsibility to resolve issues with the appropriate banks.

Authorized Signature:

**Select a payment method:**

*(The selected payment method can be changed at any time by sending an email to ISAN-IA [cs@isan.org](mailto:cs@isan.org), subject: " TRA payment method")*

*By accepting the credit card payment method, you accept that all invoices issued by ISAN-IA on behalf of TRA (Transitory Registration Agency) will be charged on it, unless a written notification is sent to ISAN-IA by email ([cs@isan.org](mailto:cs@isan.org)), with the subject: " TRA payment method".*

Bank Transfer       Credit Card

**If you have chosen the Credit Card payment Method, please fill the Credit Card Details**

Company Name: \_\_\_\_\_

*(hereinafter "Registrant")*

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Tel. \_\_\_\_\_

Email: \_\_\_\_\_

The Registrant hereby authorizes ISAN International Agency to debit the Registrant's credit card for payment of ISAN services.

**Accepted Credit Cards**



Select one card type:




Card number: \_\_\_\_\_

Security code *(the 3 last digits shown on the back of the card)*: \_\_\_\_\_

Expiry date (MM/YY): \_\_\_\_\_

Cardholder's name as written on card: \_\_\_\_\_

Location and date: \_\_\_\_\_      Cardholder's signature: \_\_\_\_\_

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**Terms and Conditions**

1. ISAN-IA undertakes to only use the Registrant's card details:
  - a. To debit sums related to TRA invoices, sent to the Registrant prior to the payment.
  - b. To credit the Registrant's bank account in case of credit notes
  - c. To deliver proof of payment to the Registrant after each payment
2. ISAN-IA will not disclose Registrant's card details to any third party
3. Registrant will inform ISAN-IA of any change of card details in case of "option 2" choice.