

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 (physical person or legal entity) 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. In the event of a conflict between these Terms of Use and the ISAN User Guide or any legally binding and enforceable written agreement between any User and ISAN-IA or its designee such as Registration Agencies, provision of these Terms of Use shall prevail. Capitalized terms and definitions 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, and may be incurred for look-ups or queries against the ISAN Database (whether for purposes of authentication or for any other purpose), resale or redistribution of the ISAN Database metadata by authorized parties. ISO requires that these fees are reasonable and charged by ISAN-IA and/or Registration Agencies exclusively on a cost recovery basis.

There are no restrictions on use of ISAN or V-ISAN codes. Notably, Registrants or their agents may redistribute their own metadata with corresponding ISAN and V-ISAN codes, or aggregate their own metadata with corresponding ISAN and/or V-ISAN codes and redistribute them freely.

Furthermore, **once appropriate authorization is granted by ISAN-IA or its designee (such as Registration Agencies), there are no restrictions on use of ISAN Metadata by Users** in the ordinary course of its business, for commercial and non commercial use, with customers or suppliers or anyone else, (i) provided that the ISAN and/or V-ISAN codes are not dissociated from the ISAN Metadata, especially when ISAN Metadata is redistributed, and (ii) provided that all involved parties adhere to these ISAN Terms of Use



and the terms of any agreement concluded with ISAN-IA or its designee for redistribution of the ISAN Database and/or ISAN Metadata; However, ISAN-IA and its designee are the sole providers of authenticated (i.e., “official”) ISAN lookup and/or query services and the only authorized source to obtain up-to-date excerpt and/or copies of the ISAN Database.

The right to use ISAN and V-ISAN codes and associated ISAN Metadata once appropriate authorization has been granted survives to the extinction of such authorization, and **any User shall never be required to delete ISAN Metadata obtained in an authorized manner** nor to cease using such ISAN Metadata as long as such use is done in accordance with the present Terms of Use.

2. INTELLECTUAL PROPERTY GUIDELINES

2.1. General provisions

Subject to article 1 above, 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.

By submitting metadata relating to any AV Content in exchange for receiving a corresponding ISAN or V-ISAN code, the Registrant grants to ISAN-IA an unrestricted, unremunerated, irrevocable and non-exclusive worldwide right to utilize the metadata of the AV Content in perpetuity as part of the ISAN System now known or in future developed and within the framework of the ISO 15706 Standard and these ToU. Registration Agencies 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 Content, which agreement(s) shall also contain a representation and warranty that the Person submitting the metadata has full authority to do so.

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.

In accordance with general law governing database property, and subject to the above, notably article 1 of the present Terms of Use, 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. 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.

2.2. 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 authorization 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.

Registration Agencies and Resolution Service Providers may apply to ISAN-IA to have a non-exclusive, non-warranty, non-derogatory, non-transferable right, 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, and RSPs endorses warrants or guarantees any authorized third party’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 authorized 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 User, being a party to the dispute or controversy. After termination, howsoever arising, of any 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.