**REGISTRANT ARIBSAN US**

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| --- | --- | --- | --- | --- | --- |
| Name of company or private individual  (hereinafter, the **“Registrant”**) | | |  | | |
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| Address ………………………. | | |  | | |
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| Contact 1 ……………………. | | |  | | |
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| Contact 2 ……………………. | | |  | | |
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| Telephone 1 | |  | | Telephone 2 |  |
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| E-mail 1 |  | | | E-mail 2 |  |
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| Tax ID No. ……………………… | | |  | | |
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| Invoicing address……  (if different) | | |  | | |
|  | | | | | |
| Registrant login ID | | |  | | |

(*The registrant login ID should have a minimum of 5 and a maximum of 10 characters using characters from “a” to “z” and “0” to “9”; the said login ID shall be the user password on the system)*

**CONFIRMATION**

The Registrant hereby declares that it has read the following Terms and Conditions, as well as the attached Price Guide, that it fully understands its duties, and agrees to subscribe to these Terms and Conditions, the Price Guide, and the ISAN User Guide (available at [www.aribsan.org](http://www.aribsan.org)). The use of ISAN by the Registrant entails unconditional acceptance of these Terms and Conditions, the Price Guide, and the ISAN User Guide.

Place and date: Name of Registrant:

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Signed by Aribsan US: Authorized signature of the registrant:



Oscar Berrendo Pérez \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Definitions**

ISAN-IA: The ISAN International Agency presently based at rue Cornavin 5, CH-1201 Geneva, Switzerland

ARIBSAN US: ISAN Registration Agency appointed by ISAN-IA for the purposes of processing ISAN applications from Registrants established in the USA. ARIBSAN US is currently based at 345 N Maple Dr. Suite 183 ,Beverly Hills, CA 90210, USA.

Standard (ISAN): The international standard ISO 15706 First Edition 2002-11-15 – Information and Documentation – International Standard Audiovisual Number (ISAN), and the ISO 15706-2 5 (ISAN version identifier) when published and available

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.

1. **Liability**

Registrant will not hold ARIBSAN US 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 ARIBSAN US, 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.

1. **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, ARIBSAN US, and all RAs decline responsibility for the following:

* 1. Content of metadata. Content of ISAN Descriptive Information, including but not limited to titles and participant names
  2. Content of AV works. Content of audiovisual works that were assigned an ISAN.
  3. 2.3Correctness. Preciseness, completeness and quality of ISAN Descriptive Information.
  4. Ownership. ARIBSAN US, 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.

1. **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. ARIBSAN US reserves the right to reject such ISAN applications and/or registrations.

1. Pricing and Payment

5.1 Prices are set in the Pricing Guide attached to these Terms & Conditions. Prices are set in US Dollars. 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. Payment in full for the services is requested within 30 days following the issue of the invoice. Late payments are subject to late interest at the rate of 5% as of the 31st day after the date of invoice issuance

5.5. Currency. The currency accepted for payments is the US Dollar ($). 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.

1. Terms and Transfer

6.1 A Registrant can request in writing to ARIBSAN US 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 ARIBSAN US are due. Transfer of Registrant shall be effective as soon as all amounts due to ARIBSAN US are paid, or, if no amounts are due when the transfer request is made, within 30 days of ARIBSAN US's receipt of the transfer request.

1. Registrant’s Application Acceptation

ARIBSAN US 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 requirement

7.3 Registrant is not a member of a known audiovisual industry organization.

1. Registrant’s Duties

The Registrant shall abide to the current version of the ISAN User Guide, 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 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 registere

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 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.

8.6 Registrant is responsible for the proper installation and operation, subject to Article underneath, of its computer systems, modem and telecommunication links 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.

1. Availability and Support
   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 ARIBSAN US website, resulting in unexpected outages or interruptions (including, without limitation, the force majeure events under Section 14 below). ISAN-IA, ARIBSAN US and any RA will not incur any obligation or liability as a result of any such interruption or loss of service.
   2. Telephone and Web Support. ARIBSAN US will provide Registrant with telephone and web-based support resources, including assistance with ISAN registration and duplicate resolutions.
2. **Termination of contract**

Registrant reserves the right to terminate this contract, with or without cause, upon thirty (30) days’ written notice to ARIBSAN US

ARIBSAN US 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.

10.5Reassigning 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.

1. Confidentiality
   1. Personal information given by Registrant to ARIBSAN US will remain confidential.
   2. All Descriptive Information related to ISAN is considered as public information and as such accessible by anyone.
2. 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.

1. Robots and Screen Scraping

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

1. Force Majeure

ISAN-IA, ARIBSAN US 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.

1. Amendments to the Agreement

ARIBSAN US 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.

1. **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 California and construed accordingly.

16.4.Disputes between ARIBSAN US 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 California shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

**PRICE GUIDE**

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| **REGISTRATION OF ISAN WORKS ($)** | |
| **No. of works** | **Price per work** |
| **1 to 100** | **$20** |
| **Over 100** | 25% discount |

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| **REGISTRATION OF ISAN VERSIONS ($)** | |
| **Price per version** | **$5** |
| **Version:** applicable in order to identify works where there is a change of language, change to subtitles, format change, or an edition of the work for specific purposes. | |

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| **ENQUIRIES** | |
| **Price for consulting ARIBSAN catalogue** | **Free** |
| **Price for consulting ISAN-IA catalogue** | **Free** |
| **Enquiry:** generally used to make reference to an interaction with a database. | |

Terms and conditions:

* The prices established by ISAN-IA are before tax, non-negotiable, and may be altered by ISAN-IA.
* Payment in full for services is requested within 30 days as from the date the invoice is issued.
* Transfer commission (and any other bank charges) shall be borne by the Registrant.

Authorized signature:

*The REGISTRANT is hereby informed and made aware that the data of a personal nature which is provided upon entering into this contract shall be included in a file entitled REGISTRO ISAN (“ISAN REGISTRY”), registered in the Spanish “General Registry of Data Protection” (*Registro General de Protección de Datos*), the responsible party for this file being ARIBSAN and the purpose of which is control, management, maintenance and billing of the registrations conducted, advice, management, offering of AGENCY services, and the sending of information.*

*Likewise, the REGISTRANT is hereby informed and made aware that the aforementioned data of a personal nature shall be ceded by ARIBSAN to ISANIA for the same purposes.*

*Rights to Access, Rectification, Erasure and Objection, as applicable, may be exercised in writing to Calle Luis Buñuel, 2 – 3º de Pozuelo de Alarcón, Madrid, SPAIN or via the e-mail address* [*lopd@aribsan.com*](mailto:lopd@aribsan.com) *and to ISANIA (1A, rue du Beulet, CH-1203, Geneva, SWITZERLAND), providing valid legal proof of identification with such correspondence, such as a photocopy of the National Identity Document of the individual exercising such rights, and indicating “DATA PROTECTION” in the subject field of the correspondence to this effect.*