

ISAN Australasia is the registered trading name of the joint initiative of the **Audio-Visual Copyright Society**, ABN 76 003 912 310 and the **Australasian Performing Rights Association** ABN 42 000 016 099 to offer ISAN registrations in Australasia. ISAN Australasia has been appointed by ISAN International Agency to act as the ISAN Registration Agency in Australasia.

Please complete and return this form to ISAN Australasia at Level 3, 156 Military Road, Neutral Bay, New South Wales, 2089 to become an ISAN Registrant. As an ISAN Registrant you will be able to apply for ISANs for your audiovisual works.

*Mandatory fields

▶ 1. Are you registering as* (please check only one)

▶ A reader
(A reader can only search for ISAN)

OR

▶ A registrant
(A registrant can do reader tasks and register new works and get ISANs)

▶ 2. Are you*:

▶ A legal entity (Companies, associations, etc.)

OR

▶ A natural person (A person not registering in the name of a company)

Please provide name of the company:

Title: ▶ Mr ▶ Mrs

Acronym: _____

First name: _____

Incorporation number (only for legal entities - if any):

Last name: _____

▶ 3. Physical address*

Street: _____

Zip code: _____

City: _____

Country: _____

▶ 4. Billing address* (if different from physical address)

Street: _____

Zip code: _____

City: _____

Country: _____

▶ 5. User preferences*

(this is the prefix used in the system to identify you, please only alphanumeric, max 8 characters, starting with letter)

User prefix: _____

▶ 6. Contact Information

PLEASE INCLUDE COUNTRY CODE AND REGIONAL PREFIX IN PHONE NUMBERS

Company/natural person information*

Work phone: _____

Mobile phone: _____

Main contact*

First name: _____

Work phone: _____

Last name: _____

Mobile phone: _____

Job title: _____

Email*: _____

Registration contact*

First name: _____

Work phone: _____

Last name: _____

Mobile phone: _____

Job title: _____

Email: _____

Billing contact*

First name: _____

Work phone: _____

Last name: _____

Mobile phone: _____

Job title: _____

Email: _____

▶ Rights and Obligations:

- A** All your rights and obligations as an ISAN Registrant or Reader are governed by the attached ISAN Registration Terms and Conditions which form part of this application form and which you accept by signing this form.
- B** This Agreement becomes effective from the date of its execution by ISAN Australasia.

▶ Prices and Payment

- C** It is a condition of this agreement that you undertake to pay for all ISANs that you request either by way of a direct debit facility or by way of pre-payment at the time you order the ISAN. A direct debit form is attached to this agreement for your convenience.
- D** Your account will only be activated once approved payment arrangements are in place and may be suspended at any time by ISAN Australasia if any due payment is not received.
- E** Prices are set by ISAN-IA and are available at the ISAN Australasia website. Prices are subject to change at any time.

Termination

F The Registrant may by five business days notice in writing to ISAN Australasia terminate this agreement (other than those terms which survive the termination of the Agreement) by notice in writing.

G ISAN Australasia may terminate this agreement in accordance with Article 9 of the ISAN AUSTRALASIA Registration Terms and Conditions.

SIGNED for and on behalf of Registrant/Reader (delete whichever is not applicable)

Signature: X _____

Date: / /
D D M M Y Y Y Y

Name: _____

Position: _____

SIGNED for and on behalf of ISAN Australasia

Signature: X _____

Date: / /
D D M M Y Y Y Y

Name: _____

Position: _____

ISAN Registration Terms and Conditions

1. Definitions

Audio visual 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.

Descriptive Information: metadata associated to an ISAN (for example title(s), year of reference, participant(s), which compose the descriptive information of an ISAN.

ISAN-IA: The ISAN International Agency, presently based at 26 rue de Saint-Jean, CH-1203 Geneva, Switzerland.

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.

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.

Registration Agency (RA): ISAN Australasia, an agency appointed by ISAN-IA for the purposes of processing ISAN applications from Registrants.

Standard: The international standard ISO15706 First Edition 2002-11-15 – Information and Documentation – International Standard Audiovisual Number (ISAN).

The above definitions are given for the purposes of these Terms and Conditions without prejudice to further descriptive information given in the User Guide available at www.australasia-isan.org

2. Liability

Registrant will not hold the RA or any other RA, ISAN-IA and its contractors, International Organization for Standardization (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 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 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, RA, 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. 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.

4. Use of the ISAN Standard

- 4.1 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.
- 4.2 Registrant commits itself 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.
- 4.3 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. Term and Transfer

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

6. Registrant's Application Acceptance

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

- 6.1 Invalid or incomplete registration agreement
- 6.2 Registrant does not comply with ISAN requirements, as defined by ISAN-IA.
- 6.3 Registrant is not a member of a known audiovisual industry organization.

7. Registrant's Duties

The Registrant shall abide by the current version of the ISAN User Guide, available at www.australasia-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):

- 7.1 **Behaviour 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.
- 7.2 **Hacking/spying.** Any attempt or act of spying will be a breach of these Terms and Conditions and will be prosecuted to the fullest extent provided by the law.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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.
- 7.6 **Non-publication of In-Dev ISAN.** The Registrant shall NOT publicly publish In-Development ISAN and shall make its best effort to fill the related Descriptive Information of the In-Dev ISAN.
- 7.7 Registrant is responsible for the proper installation and operation, subject to Article 8.2 below 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.

8. Availability and Support

- 8.1 **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 RA website, resulting in unexpected outages or interruptions (including, without limitation, the force majeure events under Section 13 below). ISAN-IA, the RA and any 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.** RA will provide Registrant with telephone and web-based support resources, including assistance with ISAN registration and duplicate resolutions.

9. Termination of contract

The RA reserves the right to terminate the ISAN services offered to a Registrant upon material breach of these Terms and Conditions occur, such as: 4/5

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

- 9.5 Reassigning by the Registrant of an existing ISAN to a new audiovisual work by modification of its Descriptive Information.
- 9.6 Repetitive attempt by the Registrant to request an ISAN for a work which has already been provided an ISAN.
- 9.7 Non payment of due invoices after 10 days written notification.
- 9.8 Violation of the provisions of Article 7 above.

10. Confidentiality

- 10.1 Personal information given by the Registrant to RA may be disclosed to ISAN-IA for the purpose of applications for ISANs but will otherwise remain confidential. Personal Information but shall be disclosed to any third parties other than as required by law without the Registrants prior consent.
- 10.2 All Descriptive Information related to ISAN is considered as public information and as such accessible by anyone.

11. Copyright

The access to the ISAN System falls under Swiss and International Legislation concerning copyright 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 prohibited 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.

12. Robots and Screen Scraping

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

13. Force Majeure

ISAN-IA, the RA 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.

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

15. General

- 15.1 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.
- 15.2 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.
- 15.3 This Agreement shall be governed exclusively by the laws of New South Wales, Australia and construed accordingly.
- 15.4 Disputes between RA and Registrant which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- 15.5 ISAN-IA's mediation provided for in Article 15.4 above has proven to be unsuccessful, the Courts of the Republic and Canton of Geneva shall have non exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, subject to appeal to the Federal Tribunal in Lausanne.