



ISAN Canada Account Application

1. Basic information about the Applicant (Entity or Individual)

Name: _____
(name the account will be registered under, hereinafter the "User")

Acronym by which you are commonly known (if applicable): _____

Status: Corporation
Incorporated under the laws of _____ Corporation Number: _____

Subsidiary of a Parent Corporation that is an ISAN Registrant or Reader and name of Parent Corporation:

or Partnership or Association or Individual

Primary Business Activities: Production Distribution Broadcast Post Production/Technical Services Duplication
 Other (please describe): _____

Name of Canadian industry audiovisual association of which your company is a current member (if applicable):
_____ Membership#: _____

Billing Address: Street: _____

City: _____ Province: _____ Postal Code: _____

Are you applying as a:
 Registrant (**Registrant** can register new audiovisual works and versions to obtain ISANs and V-ISANs and also search the database for works and versions)
or Reader only (**Reader only** can search the database for works and versions)

2. Contact Information

Registration contact (responsible for the entry and correctness of metadata):

First Name: _____ Title (Mr. Mrs. Ms. Other): _____

Last Name: _____ Work Phone (+ext): _____

Position: _____ Email: _____

Billing contact, if different from above (responsible for payment of registrations, ISANs, V-ISANs, queries):

First Name: _____ Title (Mr. Mrs. Ms. Other): _____

Last Name: _____ Work Phone (+ext): _____

Position: _____ Email: _____

3. Account Login Username

The Account Login Username is used on the ISAN system to identify your company or you as an individual. Please create a username using 5 to 8 alphanumeric characters (a-z, A-Z, 0-9), alpha is case-sensitive.

Account Login Username: _____

Note: There is only one Account Login Username available per company or for you as an individual.

4. Agreement

- A. All the User's rights and obligations as an ISAN Registrant or Reader are governed by (1) the attached **ISAN Registrant/Reader Terms and Conditions** which form part of this application form, (2) the Privacy Policy of ISAN Canada which is set out in the ISAN Canada website at www.isan.ca and (3) ISAN Canada Pricing which are subject to change at any time and from time to time, upon three months notice, as set out in the ISAN Canada website at www.isan.ca. By signing this form the User specifically acknowledges having read and accepted all of the foregoing.
- B. This Agreement becomes effective from the later of the date of its execution by ISAN Canada and the date of receipt by ISAN Canada of the full registration payment in accordance with the ISAN Canada Pricing as set out at www.isan.ca.
- C. It is a condition of this agreement that the User undertakes to pay for all ISANs, V-ISANs and Database Queries that the User requests by way of a valid Visa or Mastercard credit card. The User's current credit card information is as follows:

Type of Card: Visa Mastercard

Name on Card: _____

Card Number: _____

Card Verification Code: _____ Expiration Date: Month: _____ Year: _____
3 digit number on the reverse side of credit card next to signature panel

Billing Address/Email/Phone: _____
(if different from User)

I hereby authorize the payment to ISAN Canada from the foregoing credit card of the amount required for Account Set-up, in accordance with the ISAN Canada Pricing set out at www.isan.ca, upon acceptance by ISAN Canada of this application and the execution by ISAN Canada of this Agreement. I further authorize the payment to ISAN Canada from the foregoing credit card of payment for ISANs, V-ISANs and Database Queries requested by the User, in accordance with the ISAN Canada Pricing set out at www.isan.ca

Cardholder signature: _____ Date: _____

- D. Either the User or ISAN Canada may terminate this Agreement (other than those terms which survive the termination of this Agreement) by five business days notice in writing to the other.

SIGNED for and on behalf of the USER:

SIGNED for and on behalf of ISAN CANADA:

(Signature of Authorized Signatory)

(Signature of Authorized ISAN Canada Signatory)

(Please spell name in block capitals)

(Please spell name in block capitals)

(Position)

(Position)

(Email)

(Date)

(Date)

OFFICE USE ONLY: Client Number:

ISAN Canada REGISTRANT/READER TERMS AND CONDITIONS

1. DEFINITIONS

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.

Data: the ISAN and the associated Descriptive Information contained in the ISAN System or otherwise made available to the User by ISAN Canada by way of its own systems.

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 Canada Account Application: The form attached to these Terms and Conditions and forming part of this Agreement, designating the User as either a Registrant or Reader.

ISAN Canada System: ISAN Canada website and all software, hardware, databases and other IT components made available to the User by ISAN Canada on its own behalf and not by way of the ISAN System.

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

Reader: an individual or entity granted access to the ISAN System and ISAN Canada System for the purpose of obtaining information about audiovisual works and allowed to query the ISAN System and ISAN Canada System (but not entitled to obtain an ISAN) pursuant to this Agreement.

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 and ISAN Canada System.

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

Standard: The international standard ISO 15706 First Edition 2002-11-15 – Information and Documentation – International Standard Audiovisual Number (ISAN) and ISO 15706-2 First Edition 2007-07-01 Part 2: Version identifier.

User: The individual or entity granted access to the ISAN System and ISAN Canada System pursuant to this Agreement. For clarity, a User will either be a Registrant or Reader, as designated in the ISAN Canada Account Application attached to this Agreement.

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

2. LIABILITY

User will not hold ISAN Canada 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 Data or the ISAN System or ISAN Canada System. The User will hold ISAN Canada, 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, Data or the ISAN System or ISAN Canada System by User.

3. GRANT OF RIGHTS

- 3.1 User is granted, subject to the terms and conditions set forth in this Agreement, a non-exclusive and non-transferable right (without the right to sublicense third parties or act as a so-called service bureau), to access the ISAN System and ISAN Canada System, and to use the Data, for the sole purposes specifically agreed upon by the parties and in accordance with the restrictions set forth in this Agreement.
- 3.2 The access to the ISAN System, ISAN Canada System and Data shall be provided by ISAN Canada online as described in the ISAN Canada Account Application.
- 3.3 Within 5 business days from the entry into force of this Agreement, ISAN Canada shall provide the User with the necessary login and password so as to enable the User to access the ISAN System, and with the appropriate phone and e-mail details for the support services.

4. Use Restrictions

- 4.1 The User hereby undertakes, represents and warrants, that it shall Use the Data only in accordance with this Agreement and that it shall abide by the restrictions and rules contemplated in this Agreement. The precise extent of right to use the Data shall be commonly agreed by ISAN Canada and the User and stated in the ISAN Canada Account Application.
- 4.2 The User shall not collect, record, organize, store, adapt, alter, retrieve, disclose by any means, process, copy, change, make available, integrate, or in any other manner whatsoever use the Data, unless to the strictest extent necessary for the purposes commonly agreed by ISAN Canada and the User and stated in the ISAN Canada Account Application.
- 4.3 The User shall in any event neither extract, nor re-utilize, copy, communicate to the public or make available in any other manner whatsoever, the whole or substantial parts of the ISAN System, ISAN Canada System or any Data without ISAN Canada's prior written consent. As a matter of example, the User shall not integrate the ISAN nor the Data, in an autonomous database made available to third parties subject to its own terms and conditions. The User shall neither allow third parties to search the ISAN System or a copy of the same. Nor shall the User provide to any third party, on request of such third party, search reports directly or indirectly extracted from the ISAN System or the ISAN Canada System.

5. Intellectual Property Rights

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 in writing. Reproduction of the "ISAN – International Standard Audiovisual Number" logo in any form (digital or on paper) requires written permission from ISAN-IA.

As between the User and ISAN Canada, ISAN Canada is the owner of and shall expressly retain all intellectual property rights and any right of any other kind in the Data, the ISAN System and ISAN Canada System.

The User acknowledges that ISAN Canada and ISAN-IA have made qualitatively and/or quantitatively a substantial investment in either the obtaining, verification or presentation of the ISAN System, ISAN Canada System and any Data provided to the User, and therefore deserves the protection afforded by any applicable laws.

The User acknowledges that any breach of the present Clause 5 or Clause 6 will be regarded as wrongful and illegal, and detrimental to the investments made by ISAN Canada and ISAN-IA in the obtaining, verification or presentation of the ISAN System, ISAN Canada System and the Data provided to the User, and will therefore be prosecuted in accordance with any applicable laws, including any laws regarding unfair competition.

6. USER'S DUTIES

The User shall abide by the current version of the **ISAN User Guide**, available at www.isan.ca website at the time of ISAN System utilization. The User 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):

- 6.1 **Behaviour with other users.** The User 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.
- 6.2 **Hacking/spying.** Any attempt or act of spying will be a breach of this Agreement and will be prosecuted to the fullest extent provided by the law.
- 6.3 **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, ISAN Canada System or the ISAN web sites will be a breach of this Agreement and will be prosecuted to the fullest extent provided by the law.
- 6.4 The User is responsible for the proper installation and operation, subject to Article 7.2 below, of its computer systems, modem and telecommunication links enabling it to connect to the ISAN System and the use of and access to the ISAN System, and shall bear all expenses in connection therewith.

7. AVAILABILITY AND SUPPORT

- 7.1 **Availability:** The User acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the ISAN System, ISAN Canada System, or ISAN Canada's website, resulting in unexpected outages or interruptions (including, without limitation, the force majeure events under Section 11 below). Neither ISAN-IA, ISAN Canada nor their respective agents and contractors will incur any obligation or liability as a result of any such interruption or loss of service.

7.2 Telephone and Web Support. ISAN Canada will provide the User with telephone and web-based support resources, including assistance with ISAN registration and duplicate resolutions. ISAN Canada makes no representations, warranties or service level commitments with respect to such support resources, and any such support resources shall be provided in accordance with those standards determined by ISAN Canada from time to time in its sole discretion.

8. TERMINATION OF CONTRACT

ISAN Canada reserves the right to terminate the ISAN services and access to the ISAN System, ISAN Canada System and Data provided to the User under this Agreement upon material breach of any term or condition in this Agreement, such as:

- 8.1** Where the User is a Registrant, use of incorrect, unlawful, hateful or discriminatory metadata when applying for an ISAN.
- 8.2** Where the User is a Registrant, reassigning by the User of an existing ISAN to a new audiovisual work by modification of its Descriptive Information.
- 8.3** Where the User is a Registrant, repetitive attempt by the Registrant to request an ISAN for a work which has already been provided an ISAN.
- 8.4** Attempt by the User to corrupt or delete Data.
- 8.5** Attempt by the User to illegally access the ISAN System or ISAN Canada System.
- 8.6** Attempt by the User to illegally access/monitor/copy data exchanged by other users and the ISAN System or ISAN Canada System.
- 8.7** Non payment of due invoices for amounts payable in accordance with the ISAN Canada Account Application, after 10 days written notification by ISAN Canada.
- 8.8** Violation by the User of the provisions of Article 6 of this Agreement.

9. CONFIDENTIALTY

- 9.1** Personal information given by the User to ISAN Canada may be disclosed to ISAN-IA for the purpose of applications for ISANs but will otherwise remain confidential. Personal Information shall not be disclosed to any third parties other than as required by law without the User's prior consent. ISAN Canada respects the User's right to privacy and is committed to meeting the privacy standards established by federal and provincial regulations. All of ISAN Canada's information handling practices comply with federal and applicable provincial laws. ISAN Canada's Privacy Policy is posted at www.isan.ca and governs part of the User's rights and obligations.
- 9.2** All Descriptive Information related to ISAN submitted by a Registrant is considered as public information and as such accessible by anyone.

10. ROBOTS AND SCREEN SCRAPING

The User may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on the ISAN System or any other system by which Data is made available to the User.

11. FORCE MAJEURE

ISAN-IA, ISAN Canada and the User 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; Internet slowdown or failure; lightning or other weather condition or event. In addition, ISAN-IA and ISAN Canada will not be liable for any 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 to the extent transmitted by way of the ISAN System or any other system through which ISAN Canada makes data available to the User.

12. AMENDMENTS TO THE AGREEMENT

ISAN Canada reserves the right to amend its current Terms and Conditions and all other contractual documents at any time. The User will be informed at least 30 days in advance of such amendments. The User 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 the User. Except as aforesaid, this Agreement may not be modified except by the written agreement of all parties hereto.

13. GENERAL

- 13.1** 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.

- 13.2 This Agreement 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.
- 13.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.4 Disputes between ISAN Canada and the User which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- 13.5 If ISAN-IA's mediation provided for in Article 13.4 above has proven to be unsuccessful, the Courts of the Republic of Switzerland 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.
- 13.6 This Agreement, including the ISAN Canada Account Application, the ISAN User Guide and ISAN Canada's Privacy Policy, all of which are incorporated herein by this reference and may be amended as set out in this Agreement, is the entire agreement between the parties and supersedes all prior agreements and understandings.

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS WILL APPLY IF THE USER IS A REGISTRANT:

- 14.1 The User shall 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.
- 14.2 The User 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 and shall constitute a material breach of this Agreement.
- 14.3 Audiovisual Works which fall outside the scope of the Standard cannot be registered. ISAN Canada reserves the right to reject such ISAN applications or registrations.
- 14.4 A User can request in writing to ISAN Canada to transfer its application to another Registration Agency at any time.
- 14.5 Prior to transferring the User to another RA, all services used by User and invoiced by ISAN Canada are due. Transfer of User shall be effective as soon as all amounts due to ISAN Canada are paid, or, if no amounts are due when the transfer request is made, within 30 days of ISAN Canada's receipt of the transfer request.
- 14.6 ISAN Canada reserves the right to reject the User's right to act as a Registrant for such reasons as:
- (i) Invalid or incomplete registration agreement.
 - (ii) The User does not comply with ISAN requirements, as defined by ISAN-IA.
 - (iii) The User is not a member of a known audiovisual industry organization.
- 14.7 **Metadata correctness.** The User shall conform to the **ISAN User Guide** as to the correctness of the related Descriptive Information of the AV work to be registered.
- 14.8 **Avoiding duplicate submissions.** The User shall avoid duplicate submissions of ISAN registrations, and in some cases, when asked to resolve potential duplicate registration will cooperate to do so.
- 14.9 **Non-publication of In-Dev ISAN.** The User shall NOT publicly publish In-Development ISAN and shall make its best effort to fill the related Descriptive Information of the In-Dev ISAN.
- 14.10 The User is responsible for the Descriptive Information as provided for herein, associated with any Audiovisual Work for which he has applied for an ISAN. ISAN-IA, ISAN Canada, and all RAs decline responsibility for the following:
- (i) Content of metadata. Content of ISAN Descriptive Information, including but not limited to titles and participant names;
 - (ii) Content of audiovisual works. Content of audiovisual works that were assigned an ISAN;
 - (iii) Correctness. Preciseness, completeness and quality of ISAN Descriptive Information; and
 - (iv) Ownership. Any other RA and ISAN Canada 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.