

Nielsen BookData DOI Registration Agency

Standard Terms and Conditions

By registering with Nielsen BookData's DOI Registration Agency you accept that you have entered into a contract ("Contract") with NBSL (defined below) which is subject to the following terms and conditions:-

1. Definitions:

- 1.1. "**NBSL**" means Nielsen Book Services Limited, a company registered in England and Wales under number 00070437, whose registered office is at 3rd Floor, Midas House, 62 Goldsworth Road, Woking Surrey GU21 6LQ, England; Nielsen BookData is a trading name of NBSL.
- 1.2. "**DOI**" means digital object identifier.
- 1.3. "**IDF**" means the International DOI Foundation, the regulating body for DOI Registration Agencies.
- 1.4. "**DOI Registration Agency / DOI-RA**" means an IDF appointed person or body whose function is to allocate DOI prefixes, register DOIs and to provide a Registration Service.
- 1.5. "**Registration Service**" means the infrastructure necessary to allow a DOI-RA's Registrants to assert and maintain DOIs and their associated Metadata.
- 1.6. "**Registrant**" means a person or organisation that registers a DOI through a DOI-RA.
- 1.7. "**Metadata**" means structured information about a DOI and/or structured information about the object identified by the DOI.
- 1.8. "**NBSL Registrant**" or "**you**" means a person or organisation that registers with NBSL to use NBSL's Registration Service to register and maintain DOIs and "**your**" shall be construed accordingly.
- 1.9. "**DOI Address**" means the primary URL associated with that DOI, being either the resource identified by the DOI or the location where further information about that resource is available.
- 1.10. "**Resolution Service**" means the system functionality which enables a DOI Address to be identified by any party; this does not necessarily include Metadata, the availability of which may be via other means and/or restricted to NBSL Registrants and other NBSL customers.
- 1.11. "**Subscription**" means a twelve (12) month subscription to use NBSL's Registration Service and "**Subscription year**" shall be construed accordingly.
- 1.12. "**Subscription Fee**" means the annual fee payable by you to NBSL for your Subscription.

2. **Use of NBSL's Registration Service:** NBSL's Registration Service is for use only by you and, where relevant, your employees, agents, consultants and authorised third parties.

3. **Internet charges:** You acknowledge that the additional costs of internet use (including but not limited to internet service provider subscriptions and call charges) are your responsibility.

4. **NBSL will provide you with the following services during the term of the Contract:**

- 4.1. Allocation to you of one or more DOI prefixes, giving you the exclusive right to create new DOIs which are based on those prefixes.
- 4.2. Access to NBSL's Registration Service, being an internet-based facility enabling you to create and maintain DOIs and their associated Metadata. You will be able to register new DOIs and apply updates to their Metadata, including the DOI Address(es).
- 4.3. NBSL will use all reasonable endeavours to ensure that NBSL's Registration Service is available at all times. NBSL reserves the right to restrict or prevent access in certain cases, in order to maintain and/or improve NBSL's Registration Service. NBSL will endeavour to notify you of planned NBSL Registration Service downtime.
- 4.4. NBSL will use all reasonable endeavours to ensure that a Resolution Service is made available, free of charge, to Registrants (including NBSL Registrants) and third-party internet-users at all times.

5. **Your responsibilities:**

- 5.1. Provision of access to NBSL's Registration Service is made to you on the understanding that you shall not divulge your log-in details to unauthorised third parties or allow unauthorised third parties to access NBSL's Registration Service system once you are

- logged in. You agree to take full responsibility for all DOIs uploaded using your prefixes. In the event of any unauthorised use of your user-ID/password you must notify NBSL as soon as reasonably possible.
- 5.2. You agree to take all commercially reasonable precautions to ensure that no known virus or other such contaminant is introduced into NBSL's software or systems or the software or systems of NBSL's third party contractors.
 - 5.3. You agree to maintain the accuracy of your Metadata (including DOI Addresses) and will endeavour to keep this information up to date at all times. If, in the reasonable opinion of NBSL, you allow your Metadata and/or DOI Addresses to become out of date for an unreasonable amount of time, NBSL shall notify you of this and ask you to update the Metadata and/or DOI Address (as the case may be). In the event that you do not update the same within the reasonable time period given, NBSL reserves the right to immediately terminate the Contract and/or update the Metadata and/or DOI Address (as the case may be) as NBSL, in its reasonable opinion, deems fit.
6. **Your warranties:**
- 6.1 You warrant, in respect of each object that you create a DOI for under the Contract, that you are entitled or authorised to create a DOI for each such object.
 - 6.2 You warrant that you either own or are otherwise authorised to supply and licence (in accordance with clause 9 below) to NBSL all Metadata that you provide to NBSL under the Contract.
 - 6.3 You warrant that you will not infringe any third party's intellectual property rights by creating DOIs or supplying Metadata to NBSL under this Contract.
 - 6.4 You warrant that you will not create a DOI for an object which is unlawful, threatening, abusive, libellous, obscene, pornographic or otherwise objectionable in the reasonable opinion of NBSL or which infringes the copyright or other intellectual property rights of any person or which violates any national or international law.
 - 6.5 You warrant that you will not supply Metadata to NBSL which is unlawful, threatening, abusive, libellous, obscene, pornographic or otherwise objectionable in the reasonable opinion of NBSL or which infringes the copyright or other intellectual property rights of any person or which violates any national or international law.
7. **Indemnity:**
- 7.1 You agree to fully indemnify NBSL against all liability, losses, damages, costs and expenses (including legal costs) incurred by NBSL as a result of or in connection with a breach by you of clause 6 of these terms and conditions, provided, however, that NBSL promptly notifies you in writing of such Infringement claim, tenders sole control over the defence or settlement of such Infringement claim to you, and provides you will all necessary cooperation in its defence or settlement of such Infringement claim.
 - 7.2 You agree to fully indemnify NBSL against all liability, losses, damages, costs and expenses (including legal costs) incurred by NBSL as a result of your unauthorised use of NBSL's Registration Service, or as a result of any breach or non-performance by you of any of your obligations under these terms and conditions, provided, however, that NBSL promptly notifies you in writing of such Infringement claim, tenders sole control over the defence or settlement of such Infringement claim to you, and provides you will all necessary cooperation in its defence or settlement of such Infringement claim.
8. **NBSL's use of your DOI Addresses:** You hereby license NBSL to use your DOI Addresses in NBSL's own products and services as NBSL deems fit.
9. **Licence of Metadata:** In providing Metadata to NBSL under the Contract, you hereby provide NBSL with a perpetual, royalty-free, non-exclusive, assignable, sub-licensable, world-wide licence to use, store, edit, adapt, distribute, transmit, incorporate within its own data, publicly display, publish or otherwise reproduce, sell, license or sub-license all such Metadata as NBSL deems fit.
10. **Intellectual property:** You and NBSL acknowledge that nothing in these terms and conditions provides for the assignment between you and NBSL of any intellectual property.
11. **Subscription grade:**
- 11.1 You can upgrade your Subscription at any time with full credit for any unused period.
 - 11.2 Unless NBSL agrees otherwise, you can only downgrade your Subscription at the end of a Subscription year.
12. **Subscription Fee:**
- 12.1 You agree to pay each Subscription Fee to NBSL thirty (30) days from the date of receipt of an acceptable NBSL invoice.

- 12.2 In the event that you do not pay the Subscription Fee by the due date, without prejudice to its rights under clause 19.3, NBSL may, in its sole discretion after giving you a written notice of non-payment, and in the absence of a mutually agreed resolution within thirty (30) days after you have received written notice thereof:
- (i) disable your access to NBSL's Registration Service; and/or
 - (ii) modify the behaviour of the Resolution Service so that DOIs will resolve to a web-page based on their associated Metadata instead of resolving to the DOI Address, until full payment of the Subscription Fee is received by NBSL.
13. **Limitation of liability:**
- 13.1 To the maximum extent permitted by law, neither party shall be liable to the other:
- (i) under the Contract; or
 - (ii) by reason of any implied warranty, condition or other term; or
 - (iii) by reason of any statutory or common law duty,
- for any
- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of business;
 - (d) loss of contracts;
 - (e) loss of anticipated savings;
 - (f) loss of goodwill;
 - (g) data loss or corruption; or
 - (h) indirect, special or consequential loss, damage, cost or expense, (whether caused by the negligence of either party, or of its employees, agents, consultants or authorized third parties, or otherwise).
- 13.2 In any event, NBSL shall not be liable to you in any given Subscription year for more than the total Subscription Fee paid by you to NBSL in said Subscription year.
- 13.3 Nothing herein shall exclude or limit either party's liability for death or personal injury caused by its negligence, or for fraud or for any other matter it would be illegal to exclude.
- 13.4 NBSL will provide NBSL's Registration Service using reasonable care and skill but otherwise, to the maximum extent permitted by law, NBSL excludes all conditions and/or warranties that may be implied by law, statutory or otherwise, including, without limitation, a warranty of fitness for purpose.
14. **Third-party use of Metadata:** NBSL cannot accept any responsibility for any misappropriation and/or misuse of any Metadata by third parties where such Metadata has been made available to such third parties in good faith via NBSL's products and/or services.
15. **Force majeure:** NBSL will not be held responsible for:
- (i) any interruption to or delay in access to NBSL's Registration Service or the Resolution Service; or
 - (ii) any loss, damage, costs or expense caused by any event or reasons beyond NBSL's reasonable control.
16. **Non-transferability:** You accept that you are not able to assign or transfer the Contract and/or ownership of DOIs (including their maintenance account) to a third party unless NBSL has given you prior permission in writing, such permission not to be unreasonably withheld or delayed.
17. **Data protection:** You and NBSL agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 1998.
18. **Changes to these terms and conditions:**
- 18.1 NBSL reserves the right to make changes to these terms and conditions at any time, and will advise you in writing in advance of such changes. If a change is unacceptable to you, you will have the right to terminate the Contract by notice in writing and to transfer your DOIs and Metadata to another DOI Registration Agency (any registration costs with another agency will need to be met by you). In the case of the Contract being terminated for this reason, any unused portion of the last paid Subscription Fee will be refunded to you on a pro-rata basis.
- 18.2 NBSL reserves the right to vary the Subscription Fee rate in advance of the next Subscription year and will advise you in writing of any such variation. If such variation is unacceptable to you, you will have the right, prior to commencement of the next Subscription year, to terminate the Contract by notice in writing and to transfer your DOIs and Metadata to another DOI Registration Agency (any registration costs with another agency will need to be met by you). In the case of the Contract being terminated for this reason, any unused portion of the last paid Subscription Fee will be refunded to you on a pro-rata basis.

19. **Term and termination:**

19.1 The Contract shall continue until terminated in accordance with the provisions of these terms and conditions.

19.2 Either party may terminate the Contract by providing the other with at least thirty (30) days written notice to expire on the last day of any given Subscription year.

19.3 Either party may terminate the Contract, at any time, by providing the other with at least fifteen (15) days notice in the event that the other party is in material breach of any of these terms and conditions and the breach (if capable of remedy) has not been remedied within fifteen (15) days of the party in breach receiving notice specifying the breach and requiring remedy thereof.

19.4 NBSL may terminate the Contract immediately in the event that you become insolvent or bankrupt, enter into liquidation whether voluntary or compulsory (other than for a solvent reconstruction or amalgamation), are unable to pay your debts as they fall due, have a receiver or an equivalent officer appointed in respect of any of your assets or are the subject of an administration order.

19.5 NBSL may terminate the Contract by giving you not less than six (6) months notice, at any time, if it believes that NBSL's DOI Registration Agency is no longer viable.

19.6 Upon termination of the Contract NBSL will disable your access to NBSL's Registration Service. You acknowledge that whilst your access is disabled, you will be unable to create or change DOIs, their associated DOI Address, and/or other associated Metadata.

19.7 You acknowledge that on termination of the Contract, NBSL may modify the behaviour of the Resolution Service so that DOIs will resolve to a web-page based on their associated Metadata instead of resolving to the DOI Address.

19.8 NBSL will be under no obligation to refund any unused portion of your Subscription Fee if NBSL terminates the Contract under clauses 5.3, 19.3 or 19.4.

19.9 Termination of the Contract shall be without prejudice to any other rights or remedy which may have accrued prior to the termination.

20. **Reactivation of access to NBSL's Registration Service:** In the event that your access to NBSL's Registration Service has been disabled by NBSL and you subsequently request access to be reactivated, NBSL reserves the right to charge you the full amount of "missed" Subscription Fees before reactivating access.

21. **Entire agreement:** These terms and conditions constitute the entire agreement and understanding between NBSL and you in relation to their subject matter and supersede all previous terms and conditions, agreements, understandings and undertakings in such respect.

22. **Third party rights:** Unless otherwise specifically stated, the Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to the Contract may enforce any of its terms or rely on any exclusion or limitation contained in it.

23. **Severability:** If any term of these terms and conditions shall be held to be invalid, illegal or unenforceable, the remaining terms hereof shall remain in full force and effect and such invalid, illegal or unenforceable terms shall be deemed, ab initio, not to have been part of the Contract.

24. **Continuation:** The provisions as to liability shall continue in full force and effect despite termination of the Contract for whatever reason.

25. **Waiver:** Failure or neglect by either party to enforce at any time any of the provisions of these terms and conditions shall not be construed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of the Contract nor prejudice its rights to take subsequent action.

26. **Applicable law and jurisdiction:** These terms and conditions will be interpreted in accordance with the laws of England and you and NBSL hereby submit to the jurisdiction of the English courts.