

Account creation fee

A one-time account creation fee of **CHF 30** is charged for each new account. This fee is billed at the end of the month in which the account is created.

ISAN registration Fees

In the absence of prepaid ISAN credits, the following pricing applies for ISAN and V-ISAN registrations

Quantity	ISAN*	V-ISAN* (version)
1	CHF 35	CHF 10
>10	CHF 30	CHF 7
>30	CHF 25	CHF 5
>100	CHF 20	CHF 3

* Prices apply per ISAN or V-ISAN

Volume discount (above 10 ISAN / V-ISAN) applies for a quantity of codes allocated during the same calendar month (i.e. same billing period).

Prepaid ISAN fees

Quantity	ISAN	V-ISAN (version)
500	CHF 7 500	CHF 1 250
1000	CHF 10 000	CHF 2 000
2000	CHF 17 500	CHF 3 000
3000	CHF 25 000	CHF 4 000
5000	CHF 35 000	CHF 5 000
10000	CHF 45 000	CHF 7 000
unlimited	CHF 50 000	CHF 10 000

Prepaid ISAN or V-ISAN are to be allocated in a period of 365 days starting from the date of purchase. **Unused ISAN or V-ISAN are lost after the 365th day.**

Pricing and payment conditions

- All prices are in Swiss Francs (CHF) and are not negotiable.
- Prices do not include any taxes and are subject to changes with 3 months written notification period.
- The only currency accepted for payments is the Swiss Franc (CHF)
- **Payment terms: within 30 days**
- **The only form of payment accepted is credit card (payment link provided in the invoice); full payment for services by international credit cards only.**
- Invoices are issued the first week of the month that follows the service delivery; *examples:*
 - o the new account is created on May 12th; an ISAN is issued on May 25th
=> account creation fee and ISAN registration are invoiced altogether the first week of June
 - o the new account is created on May 12th; an ISAN is issued on June 8th
=> account creation fee is invoiced the first week of June
=> ISAN registration is invoiced the first week of July

Agreement acceptance

This agreement is a legally binding document between You ("**the User**") and **ISAN TR Agency** operated by ISAN International Agency, Cours de Rive 2, 1204 Geneva, Switzerland. You should read it carefully and make sure that it contains everything you want and nothing you are not prepared to agree to. By accepting these Terms of Service (i.e. ticked check box "*I have read, I understand, and I accept the ISAN TR Agency Terms of Services.*") and submitting the new ISAN account application, you agree to abide by all terms and conditions and fees set forth in this agreement.

New Account Acceptation

This agreement enters into force as soon as the User's application is accepted by the ISAN TR Agency. The ISAN TR Agency reserves the right to reject the User's application for reasons such as:

- Invalid, incomplete or wrongful information.
- The User does not comply with ISAN requirements.
- The User could not be recognized as / failed to prove to be an Audiovisual Industry professional or a member of a known audiovisual industry organization.

User's Duties

- The User shall abide to the [ISAN User Guide](#) and the [ISAN Terms of Use](#), available on www.isan.org.
- The User shall provide correct descriptive Information when registering with ISAN and conform to the [ISAN Registration Best Practices](#).
- The Registrant shall avoid duplicate submissions of ISAN registrations and shall resolve diligently potential duplicates detected at the time of registration.
- ISAN project shall be activated as soon as the project is completed. Prior to project activation, descriptive information associated with the ISAN shall be diligently updated with the final information. Abandoned projects shall be updated with the final information and the **project status** set to "abandoned" in the ISAN registry.
- By submitting descriptive information in exchange for receiving a corresponding ISAN or V-ISAN identifier, the Registrant grants to ISO and ISAN-IA an unrestricted, unremunerated, irrevocable and non-exclusive world-wide right to utilize this information in perpetuity as part of the ISAN System and within the framework of the ISO 15706 Standard and the [ISAN Terms of Use](#).
- The User will make its best efforts to fix permanently ISAN identifiers to their assigned audiovisual work so that ISAN remains attached to the content throughout the life of the audiovisual work. Such fixing can be the [insertion of the ISAN in the credits](#), and/or added [to the metadata of the media file](#), and/or associated to a watermark, and/or affixed by any other appropriate mean.
- The User agrees that the descriptive Information associated with ISAN identifiers allocated by the User might be corrected and/or enriched by ISAN TR Agency or ISAN-IA or any other authorized party.
- Only ISAN identifiers issued by and stored in the ISAN Registry are valid ISAN. The User is not authorized to assign himself wrongful ISAN identifiers and use them.
- User credentials to the ISAN system are personal and shall not be divulged. Additional personal user credentials attached to the client account can be delivered on demand.

Account Transfer to Another Registration Agency

The Registrant can request to transfer its account to another ISAN Registration Agency.

The account transfer is subject to the acceptance by the new selected Registration Agency. The transfer will be effective within 30 days after reception of the written request to ISAN TR Agency and after all outstanding amounts due to the ISAN TR Agency have been settled.

Availability and Support

- ISAN TR Agency will provide support to the User, including assistance with ISAN registration and duplicate resolutions, by e-mail and phone during office opening hours. Outside of office opening hours, the User can refer to the online ISAN knowledge base <https://support.isan.org>.
- The User acknowledges that interruptions and loss of service may periodically occur. ISO, ISAN-IA, ISAN TR Agency or any other ISAN Registration Agency will not incur any obligation or liability resulting from interruption or loss of service.

Termination of agreement

Both parties can terminate this agreement upon thirty (30) days written notice to the other party.

The agreement shall be terminated with immediate effect in case of serious breach to the terms of this agreement, such as:

- Use of unlawful, hateful or discriminatory information when applying for an ISAN.
- Attempts to illegally access and/or monitor and/or copy data and software components from the ISAN System.
- Attempts to corrupt and/or delete data from the ISAN Registry
- Reassigning an existing ISAN to another audiovisual work by changing the ISAN's Descriptive Information.
- Nonpayment of due invoices after 3 reminders.

Data Privacy

ISAN TR Agency is operated by ISAN-IA and [ISAN Privacy Policy](#) applies.

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.

Robots and Scraping

Registrant shall not use data mining, robots, scraping, or similar data gathering and extraction tools on the ISAN System. Automated interactions with the ISAN Registry shall be performed with the [ISAN API](#).

Force Majeure

ISO, ISAN-IA, ISAN TR Agency 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; 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.

Liability

The User will not hold ISO, ISAN-IA, the ISAN TR Agency, and any other ISAN Registration Agency and their contractors, responsible for any damage supposed or proven arising from the usage of ISAN, ISAN data and/or the ISAN System.

The User will hold ISO, ISAN-IA, the ISAN TR Agency, and any other ISAN Registration Agency and their contractors, harmless against any third-party claims for any damage supposed or proven arising from the usage of ISAN, ISAN data and/or the ISAN System.

Disclaimer

The User is responsible for the Descriptive Information he/she provides when applying for an ISAN and/or thereafter when updating the Descriptive Information associated with ISAN. ISO, ISAN-IA, ISAN TR Agency and any other ISAN Registration Agency and their contractors decline responsibility for the following:

- Content of ISAN Descriptive Information provided by the User.
- Content of audiovisual works that were assigned an ISAN.
- Preciseness, completeness and quality of ISAN Descriptive Information provided by the User.
- Ownership of rights of an audiovisual work identified with ISAN. For memory, ISAN does not constitute a proof of ownership and/or copyright.

Amendments to the Agreement

ISAN TR Agency reserves the right to amend its Terms of Services 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.

Applicable Law / Arbitration Clause

- This Agreement shall be governed exclusively by the laws of Switzerland and construed accordingly.
- Disputes between ISAN TR Agency and Registrant which cannot be resolved between them shall be submitted to ISAN-IA for mediation.
- Should ISAN-IA's mediation proven to be unsuccessful, the Courts of the Republic and Canton of Geneva shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, subject to appeal to the Federal Tribunal in Lausanne.
- 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.

Definitions

ISAN-IA: ISAN International Agency, appointed by ISO as the ISAN Registration Authority, based at Cours de Rive 2, CH-1204 Geneva, Switzerland.

TR Agency ("TRA" or "Transitory Registration Agency"): ISAN Registration Agency operated by ISAN-IA for the purposes of processing ISAN applications for countries without an appointed local ISAN Registration Agency.

Standard ("standard" or "ISAN Standard"): means the international standard ISO 15706 – Information and Documentation – International Standard Audiovisual Number (ISAN) – Part 1: Audiovisual work identifier, and ISO 15706-2 – Information and documentation – International Standard Audiovisual Number (ISAN) – Part 2: Version identifier

"Registrant" or "User": 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 registering an ISAN for audiovisual works.

"Audiovisual Work" ("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 using devices, regardless of the medium of initial or subsequent fixation.

The “**ISAN Database**” is the compilation by ISAN-IA of ISAN identifiers, including the ISAN Metadata and any updates as may occur from time to time.

The “**ISAN Registry**” is the central database owned, held, operated and managed by ISAN-IA, which includes all administrative and descriptive information associated to ISAN and V-ISAN, of which the ISAN Database is a subset.

“**ISAN System**”: All technical components that compose the ISAN system, as made available by ISAN-IA, including but not limited to all software applications, the central ISAN database, the Web Interface and ISAN API.

“**ISAN Metadata**” or “**Descriptive Information**”: metadata associated with an audiovisual work or versions of works, to which an ISAN or V-ISAN (i.e. ISAN version) is allocated, describing the characteristics of the work or version.