

## Barcodes: Terms & Conditions

1. The barcodes Nielsen supplies are of a standard that should meet the requirements of the majority of retailers, distributors, wholesalers and other third parties involved in the retail supply chain. However, Nielsen cannot guarantee that the barcodes which you receive will comply with any retailer, distributor, and wholesaler or third party requirements. You are solely responsible for ensuring that the barcodes you have purchased meet the requirements of your trading partners and are suitable for purpose.
2. Nielsen will correct any errors that it makes when issuing or creating your barcode, failing which it will refund the fee that you have paid. Except for such obligation to correct and/or refund the fee, Nielsen shall not be liable to you or any retailer, wholesaler or third party claiming through you for any loss of profits, loss of contract, direct or indirect or consequential loss, expense or damage of any kind whatsoever in connection with the barcodes, their distribution, issue or non-issue, nor any publication or non-publication thereof or otherwise in relation to this contract.
3. You must select the format of your barcode(s) carefully to ensure they meet your needs and the needs of your trading partners. Nielsen cannot compensate or resupply the barcodes in another format where the wrong selection has been made.
4. All rights in the ISBN database belong to Nielsen. You hereby grant to Nielsen a worldwide, non-exclusive, perpetual right to include and publish Your Information within the ISBN database and any other Nielsen services and to use Your Information within its business.
5. By submitting your name and other information in connection with obtaining the barcode(s) (collectively, "Your Information"), you irrevocably agree that Your Information will be associated and disseminated by Nielsen to third parties, and that Your Information thereby becomes public information associated with the related book, and it is in the public interest that Your Information remain in the permanent public record. Nielsen agrees to remove Your Information from Nielsen's own database within reasonable time of your written request to do so. Subject to the foregoing sentence, you agree that Nielsen will not bear, and you will indemnify and hold fully harmless Nielsen (a) from cost, expense or liability it incurs in connection with any removal of Your Information from any party's online or offline record and (b) in respect of any loss, expense, damage or claim that the use or publication by Nielsen of Your Information infringes the rights of any third party, particularly but without limitation, any copyright in the author or title of the publication to which the ISBN barcode relates.