

ISBN REGISTRATION (ISBN Publisher Prefix and ISBN(s))

Terms and Conditions

These Terms and Conditions together with the Nielsen Terms of Service (collectively, “Terms”) govern the use of the ISBN Registration.

1. Service

Nielsen Book Services Limited (“Nielsen” or “we”) is the exclusive ISBN Registration Agency for: the United Kingdom, Ireland; and also for The Channel Islands and the Isle of Man, Anguilla, Falkland Islands, South Georgia and the South Sandwich Islands, British Indian Ocean Territory, Cayman Islands, Montserrat, Pitcairn, St. Helena, Ascension Island and Tristan da Cunha, Turks and Caicos Islands, British Virgin Islands, and the Sovereign Base Areas of Akrotiri and Dhekelia (collectively, the “British Overseas Territories”). Nielsen operates by appointment from the International ISBN Agency. If you are located in the UK, Ireland or a British Overseas Territory, you should get your ISBNs from the Nielsen ISBN Agency.

2. User Responsibility

By registering with Nielsen and completing an ISBN Application, registrants (“you”) agree not to make their ISBN prefix and ISBNs available to unrelated publishers, and to follow the International ISBN Standards for use of ISBNs available on the International ISBN website at <http://www.isbn-international.org>.

The Nielsen ISBN Agency will issue ISBNs to registrants that conform to current International ISBN Agency and International Standards Organization specifications.

3. ISBN

An ISBN is an International Standard Book Number

- ❖ ISBNs are the global industry standard for identifying publications
- ❖ Each version of a book, print or digital, should have its own ISBN.
- ❖ Most booksellers and distributors require ISBNs for stock and sales purposes
- ❖ Using an ISBN improves your books’ discoverability

The ISBN identifies a book or other book-like product (such as an audiobook) in a specific format and edition, and its publisher. It is used throughout the book trade to route orders to the appropriate supplier. ISBNs must be obtained from the official ISBN Agency in your territory; only then can you be sure you will be uniquely identified as the publisher of the book.

The purpose of the ISBN is to identify one title, or edition of a title, from one specific publisher. It is unique to that particular edition, leading to efficient marketing of products by booksellers, libraries, universities, wholesalers and distributors.

4. Reissuance

If you have purchased ISBNs in the past from the Nielsen ISBN Agency for the UK, Ireland or a British Overseas Territory and have lost or mislaid any of such ISBNs, you can seek to have them reissued by the Nielsen ISBN Agency for an applicable fee, as unused ISBNs remain valid indefinitely. If you request the reissuance of any ISBNs, you represent that you are the original registrant of such ISBNs.

To request reissued ISBNs, you will need to provide to the Nielsen ISBN Agency the ISBN prefix for the ISBNs to be reissued. When providing you the reissued ISBNs, the Nielsen ISBN Agency may indicate whether, based on the current Nielsen book information database, any title is associated with any such reissued ISBNs. If the Nielsen ISBN Agency does not indicate that a title is associated with an ISBN, that does not guarantee that there is no such title, rather it solely means that no such information has been provided to Nielsen for inclusion in its book information database. You are

solely responsible for ensuring, before using a reissued ISBN, that you have not already used, or you have not authorized any representative to use, such ISBN for another title.

4. Information supply

You undertake to supply "Your Information" (meaning all information you supply related to your publications and ISBN Registration) for inclusion in Nielsen's book information services. By providing Your Information to us, you grant us a perpetual, irrevocable licence to retain Your Information indefinitely and to use Your Information worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications to our clients and for any other purpose reasonably connected with the sale and supply of books, in such form and format as we may elect in the ordinary course of our business.

5. Warranty and Indemnity

- 5.1 By supplying us with Your Information you warrant that (a) you are entitled to and have, and will continue to be entitled to and have, all necessary rights (including patent, trademarks and copyrights) to supply us with Your Information, (b) your performance under the Terms does not and will not materially conflict with, violate or result in a breach of any provision of any government or court order, judgment or decree, or with any other contract or agreement to which you may be bound, and (c) the performance of your obligations under the Terms, including the collection, compilation and transfer of Your Information to us and the subsequent use of Your Information by us and our clients as authorised by these Terms, will not violate and will at all times be in compliance with all applicable laws, rules and regulations, applicable industry best practices, and rights of third parties and privacy policies.
- 5.2 You undertake to fully indemnify us and hold us harmless from and against any and all loss, damage, liability and costs, including reasonable legal fees, arising from any claim brought against us on the basis that any material supplied by you to us, (including, without limitation, Your Information), is defamatory or misappropriates or infringes the copyright or other intellectual property rights of a third party or that you have breached any warranty set forth above.