

# Nielsen BookData

## ***Standard Terms and Conditions for Enhanced Data Service Publishers***

In these terms and conditions, “we”, “us” and “our” refer to Nielsen Book Services Limited, registered in England and Wales, with registered number 00070437, whose registered office is at 3<sup>rd</sup> Floor, Midas House, 62 Goldsworth Road, Woking, Surrey GU21 6LQ, UK, trading as Nielsen BookData.

“You” and “your” refer to the publisher participating in the Enhanced Data Service provided by Nielsen Book Services Limited.

“Our website” can be found at [www.nielsenbookdata.co.uk](http://www.nielsenbookdata.co.uk) .

“Enhanced Data” means any extended and descriptive data such as short and long descriptions, contents lists, author biographies, etc related to your titles.

### **Information supply**

1. You undertake to supply information (“Your Information”) to us, in an Acceptable Form, about any of your publications (“Eligible Publication”) which satisfies the criteria for inclusion in our book information services. Your Information shall, for the purposes of these terms and conditions, be deemed to include any information about any of your publications that you may have supplied to us in the past.
2. You may also supply to us, in an Acceptable Form, a front cover or jacket, or image thereof, (“Cover”) of any Eligible Publication for which you have supplied information to us in accordance with paragraph 1. Covers shall, for the purposes of these terms and conditions, be deemed to include any Cover of any of your publications that you may have supplied to us in the past.
3. Details of our criteria for inclusion, and of what constitutes an Acceptable Form for the supply of Your Information and Covers can be found at the Publishers & Distributors page on our website.

### **Services**

4. In consideration for you making a single payment to us in accordance with our pricing policy for the Enhanced Data Service, we undertake, for a twelve (12) month period (the “Enhanced Data Year”):
  - (a) To enter into our bibliographic database full bibliographic records (“Your Records”) for your Eligible Publications based on Your Information;
  - (b) For all of Your Records for which Your Information is sufficient, to include Enhanced Data based on Your Information, comprising at least a short description of each Eligible Publication, edited in accordance with our standards for such descriptions, and such other added-value content as we may decide to add at our sole discretion (including without limitation long descriptions and contents lists), provided that we will not edit or amend such additional content supplied by you except in order to remove material that in our reasonable opinion is defamatory, likely to cause offence, or of excessive length;

- (c) To include in all of our products and services (subject to eligibility and selection criteria) all of Your Records including all of the Enhanced Data as is appropriate or selected for such products and services;
- (d) To update Your Records on our bibliographic database and in our relevant products and services if you notify us in an Acceptable Form of a material change to Your Information;
- (e) To give priority, wherever reasonably possible, to the processing of Your Information and Your Records and updates thereto over the processing of information from non-subscribing publishers;
- (f) To enter into our image database and include in our relevant products and services an electronic image of any Cover which you have supplied to us in an Acceptable Form;
- (g) To exclude from any subsequent issues of our products and services any of Your Records, or any of your Covers, in the event that you inform us in writing that, for legal reasons, you wish it to be withdrawn;
- (h) To provide you with access to a webpage allowing you to view Your Records and enter requests for changes and additions to Your Records;
- (i) If so requested, to provide you with access to Nielsen BookData online services and/or CD-ROM services at a preferential rate for Enhanced Data Service publishers; and
- (j) If so requested, to provide you from time to time with a list of key clients and other data recipients in the UK and worldwide to whom Your Records are distributed.

The start and end date of your Enhanced Data Year will be as specified in writing between us.

## **Licence**

5. By providing Your Information to us you license us to retain Your Information indefinitely, and, subject to paragraph 4(g), to use Your Information worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications and for any other purpose reasonably connected with the sale and supply of books; and you accept that our liability to you in respect of such information is limited in accordance with paragraphs 8 and 9.
6. By providing Covers to us, you license us to retain electronic images of said Covers indefinitely, and, subject to paragraph 4(g), to use such images worldwide, without restriction and at our sole discretion, for the purpose of providing information about books and other publications and for any other purpose reasonably connected with the sale and supply of books; provided that:
  - (a) We recognise that copyright in your Covers remains at all times with yourselves and/or your licensors,
  - (b) We will not alter, modify or distort an image of a Cover in any way other than by enlarging or reducing a complete image, or converting a complete image from one digital storage format to another, and
  - (c) We will use only an image of the complete Cover as supplied to us; and you accept that our liability to you in respect of such images is limited in accordance with paragraphs 8 and 9.

## **Indemnity**

7. You undertake to fully indemnify us against any claim brought against us on the basis that any material supplied by you to us, (including, without limitation, Your Information or Covers), is defamatory or breaches the copyright or other intellectual property rights of a third party or is otherwise illegal.

## **Limitation of liability**

8. Except in the case of death or personal injury arising from our negligence, our liability to you will (to the maximum extent permissible under law) be limited to:
  - (a) Liability for your direct losses arising from our failure to act on a written notification sent by you in accordance with paragraph 4(g) above; and
  - (b) Liability for your direct losses arising from our failure to observe the conditions set out in paragraphs 6(a) to 6(c) above.
9. To the maximum extent permissible under law, we shall not be liable to you for any loss of profit, loss of revenue, loss of business, loss of contracts or loss of goodwill or any indirect, special or consequential loss, damage, cost or expense (whether caused by our negligence or otherwise).
10. We use all reasonable efforts to ensure the accuracy of the data in our bibliographic database and products and services ("Our Data") and to keep Our Data up-to-date, but we do not warrant that Our Data is error-free, accurate, complete or up-to-date, and do not accept responsibility or liability for the consequences of any such error, inaccuracy or incompleteness or for any of Our Data being out-of-date. Except as expressly set out herein, all conditions and/or warranties, express or implied, statutory or otherwise, are hereby expressly excluded by us to the maximum extent permitted by law. For the avoidance of doubt, Our Data includes Enhanced Data as well as basic bibliographic and commercial information about your titles.

## **Term and Termination**

11. The Enhanced Data Service is a fixed term service and will expire at the end of your Enhanced Data year unless you notify us you wish to renew for another twelve (12) month period. On expiry, we will retain all Enhanced Data but it will no longer be included and displayed in our products and services; you will revert to the status of non-subscribing publisher.
12. The Enhanced Data Service may be terminated before due expiry at the end of your Enhanced Data Year only as follows:
  - (a) Either party may terminate immediately by written notice if the other party commits any material breach of these terms or conditions and fails to remedy such breach within thirty (30) days after receiving written notice of such breach; or
  - (b) Either party may terminate if the other party becomes bankrupt, or insolvent, or passes a resolution for winding-up, or has a provisional liquidator or administrator or an administrative receiver appointed over the whole or any part of its undertaking, property or assets.
13. Early termination of your Enhanced Data Service under the terms of paragraph 12 shall be without prejudice to any other rights or remedies that either you or us may be entitled to hereunder or at law and shall not affect any of your or our accrued rights or liabilities.

## General

14. By supplying us with Your Information and/or Covers you warrant that you are entitled to and have all necessary rights to supply us with Your Information and/or such Covers.
15. You acknowledge that all intellectual property rights in Our Data are owned by us or (where relevant) our third-party suppliers.
16. We reserve the right to make changes to these terms and conditions at any time. We will inform you of any such change by posting notice of it on the Terms & Conditions page of our website and by email to you if you have provided us with an email address for such notices. In the event that such change is unacceptable to you, you may, within thirty (30) days of the date of such notice, terminate your subscription by notice to us in writing. We will refund any unused portion of your last subscription payment.
17. We reserve the right to remove Your Information and/or Covers (or any part thereof, including if necessary Enhanced Data) from our database(s) and/or our products if we consider that it/they may be unlawful, fraudulent, libellous, defamatory or obscene.
18. These terms and conditions constitute the entire agreement and understanding between you and us in relation to their subject matter and supersede all previous terms and conditions, agreements, understandings and undertakings in such respect.
19. Unless otherwise specifically stated, these terms and conditions do 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 them and no person who is not a party to these terms and conditions may enforce any of their terms or rely on any exclusion or limitation contained in them.
20. If any term of these terms and conditions shall be held to be invalid, illegal or unenforceable, the remaining terms and conditions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, ab initio, not to have been part of these terms and conditions.
21. The interpretation, construction and effect of these terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.