

# ABC Global Book Service

# Terms of Use & Privacy Policy

# 1. Objective

The purpose of the ABC Global Book Service is to facilitate the availability of Accessible Format Copies of Works for persons who are blind, visually impaired or otherwise print disabled. The Service, which is free of charge, allows for the search and download of Accessible Format Copies of Works under the provisions of the Marrakesh Treaty.

By accessing/using the ABC Global Book Service, the User is agreeing to be bound by the Terms of Use & Privacy Policy.

# 2.  Definitions

In these Terms of Use & Privacy Policy:

“ABC” – See [www.AccessibleBooksConsortium.org](http://www.AccessibleBooksConsortium.org);

“Accessible Format Copy” is a copy of a Work in an alternative manner or form which gives a Beneficiary Person access to the Work as defined in [Article 2 (b) of the Marrakesh Treaty](https://wipolex.wipo.int/en/text/301016);

“Beneficiary Persons” are blind, visually impaired or otherwise print disabled persons as defined in [Article 3 of the Marrakesh Treaty](https://wipolex.wipo.int/en/text/301016);

“Marrakesh Treaty” – [*The Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled*](https://wipolex.wipo.int/en/treaties/textdetails/14742)*;*

“Personal Data” means any information relating to an identified or identifiable User;

“Service” is the ABC Global Book Service, which is managed by WIPO;

“User” refers to a Beneficiary Person as defined;

“WIPO” – World Intellectual Property Organization – a UN specialized agency located in Geneva, Switzerland that administers the Marrakesh Treaty;

“Works” – are literary or artistic works as defined in[Article 2 (a) of the Marrakesh Treaty](https://wipolex.wipo.int/en/text/301016).

# 3.  Use of accessible format copies and related data

3.1 The Accessible Format Copies and related data are made available through the Service for the personal use of Users. Under no circumstances may the Accessible Format Copies and related data made available through the Service be reproduced, distributed, sold or sublicensed by the User in any way.

3.2 The User is also forbidden to:

(a) perform automated queries;

(b) perform bulk acquisition, bulk downloading, and bulk storing of data;

(c) perform bulk copying, bulk reformatting, bulk sharing and bulk redistributing of data;

(d) perform web scraping;

(e) perform any other abusive use degrading or circumventing the Service.

3.3 WIPO reserves the right to intervene and block access to the Service in case of unauthorized or abusive use of the service.

# 4. Level of Service

The Service is provided by WIPO on a “best effort” basis, 24 hours per day, seven days per week. This Service may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

# 5. Disclaimers

5.1 WIPO makes every effort to ensure, but cannot guarantee, the accuracy and completeness of the Accessible Format Copies and related data contained in the Service. The Accessible Format Copies and related data contained in the Service are made available by WIPO as provided by the partner libraries on a strictly “as is” basis. The User is fully and solely responsible for their use and for any results and consequences of this use.

5.2 The Accessible Format Copies and related data contained in the Service do not imply the expression of any opinion or endorsement whatsoever on the part of WIPO.

5.3 Hyperlinks to other websites imply neither responsibility for, nor approval of, the information contained in those other websites on the part of WIPO. WIPO makes no warranty, either express or implied, as to the legality, accuracy, or availability of such information.

# 6.  Modifications

WIPO reserves the right to remove the Accessible Format Copies of the Works or correct related metadata contained in the Service at any time, in its sole discretion and without prior notification.

# 7.  Liability

7.1 WIPO shall not be held liable for any or all uses of the Accessible Format Copies or related data contained in the Service and any or all search results generated by its search tool that may affect or violate any patent, trademark, copyright, trade secret, other intellectual property right or any legal right of any third party.

7.2 WIPO shall not be liable or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control.

# 8.  User Login Information

8.1 The User needs to create a login account to have access to the Service. WIPO and its partner libraries reserve the right to deny access to the Service and to delete any account. An email notification will be sent to the User in the case access is denied.

8.2 As part of the registration process, the User is asked to choose a login name, a password (“login information”), and additional information for identification purposes by WIPO and the Service’s partner library chosen by the User. The User’s login information is personal and confidential. The User shall be responsible for any damages arising out of, or in connection with, the disclosure of his/her login information to others.

8.3 The User agrees to notify WIPO and the Service’s partner library of any unauthorized use of his/her login information as soon as he/she is aware thereof.

# 9.   Intellectual Property

9.1 The User does not have the right to use the WIPO logo or the Accessible Books Consortium logo unless it is specifically authorized by WIPO in writing after having sent a request to accessible.books@wipo.int.

9.2 The User recognizes that the Service, as well as the particular form of compiling content, the presentation and design of the Service are protected by applicable IP laws.

# 10.  Privacy policy

10.1 WIPO is committed to ensuring the highest level of protection of Personal Data.

10.2 Personal Data processed by WIPO when a new account is created may include, *inter alia*, the User's first and last name, address, phone number and email address.

10.3 Personal data of the User is collected, processed and stored in a fair and legitimate manner, for the sole purposes of providing the Service. Under no circumstances is personal data processed by WIPO for any other incompatible purpose.

10.4 Upon the express consent indicated by the User, WIPO may periodically send the User information, survey requests or e-mails about its services, events or publications. Upon request, the User may "opt out" of further e-mail contact, except for notifications regarding major changes to the Service.

10.5 Appropriate technical measures are implemented by WIPO to protect the security of Personal Data of the User, including against or from unauthorized or accidental access, damage or loss. The User’s Personal Data is encrypted and is subject to a strict access control policy. It will only be shared with entities involved in the provision of the Service such as WIPO’s partner libraries and technical service providers (such as the cloud service provider) and for the purposes mentioned in Article 10.3 above.

10.6 Personal data of Users is only retained for the time that is necessary to achieve the purposes for which it was collected.

10.7. WIPO ensures a policy of transparency regarding the processing of Personal Data, as appropriate. Users may have access to their Personal Data and may be granted the opportunity to rectify it, object to its processing, or request its deletion, insofar as the purposes for which Personal Data is processed is not frustrated. Any request in relation to Personal Data must be submitted to ABC.Support@wipo.int explicitly specifying the reasons of said request.

10.8 WIPO uses cookies to offer visitors an improved browsing experience. WIPO may use web analytics products to collect various information regarding browsing of the website, *inter alia*, the account login name, information on the Internet Protocol address of the visitors, the time spent on the website, and which of its webpages are visited, or the time and date of the visit. The information collected via cookies and analytical tools is used in an aggregated and anonymous manner for statistical purposes, and not to identify individual Users. The visitors may, depending on their respective web browser, delete cookies at any time and/or make general settings with regard to the acceptance, rejection and deletion of cookies. However, this may render certain features of the website unavailable.

# 11. Amendments to the Terms of Use & Privacy Policy

WIPO may amend these Terms of Use & Privacy Policy at any time at its sole discretion. Any amendments will be posted on the Service’s website. Unless stated otherwise, amendments shall take effect immediately following posting of the new Terms of Use & Privacy Policy.

# 12. Privileges and Immunities

Nothing in or relating to these Terms of Use & Privacy Policy shall be deemed or interpreted as a waiver of any privileges and immunities accorded to WIPO as an international organization and specialized agency of the United Nations.

# 13. Settlement of Disputes

Any dispute between WIPO and the User arising out of or relating to these Terms of Use & Privacy Policy that cannot be resolved amicably shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

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