

# Terms and conditions for the

# ABC Supplementary Application

By using the ABC Supplementary Application, the Signing Authorized Entity or (“SAE”) agrees to be bound by these Terms and Conditions (“T&C”).

## Purpose and Context

1.1 The World Intellectual Property Organization (“WIPO”) and the SAE have previously entered into an Authorized Entity Agreement (the “Agreement”) with respect to the ABC Global Book Service (the “Service”).

1.2 In accordance with Article 6(c) of the Agreement, WIPO developed a further technical function of the Service, referred to herein as the ABC Supplementary Application, and wishes to provide it, free of charge, to the SAE.

1.3 The purpose of the ABC Supplementary Application is to facilitate the availability of Accessible Format Copies of Works for persons who are blind, visually impaired or otherwise print disabled.

1.4 The ABC Supplementary Application makes available for immediate download Accessible Format Copies of Works under the provisions of the Marrakesh Treaty for the benefit of the SAE’s Beneficiary Persons or Eligible Third Parties.

1.5 These T&C form an integral part of the Agreement and supplement its provisions. The sending by WIPO to the SAE of these T&C and the SAE’s approval thereof shall be regarded as an exchange of letters referred to in Article 9 of the Agreement.

1.6 The Agreement and these T&C, read together, constitute the Parties’ entire agreement in relation to the Service, including the ABC Supplementary Application.

## SAE’s Obligations

2.1 The SAE supplies WIPO with the Metadata and the related Accessible Format Copies of the SAE’s Works to be hosted in the ABC repository in the cloud, thereby allowing for the immediate download of the Accessible Format Copies. The Metadata shall be in the form set out in WIPO’s Guidelines.

2.2 The SAE authorizes WIPO to use the SAE’s name and logo in the ABC Supplementary Application interface used by the SAE’s Beneficiary Persons and Eligible Third Parties.

2.3 The SAE certifies that its Beneficiary Persons and Eligible Third Parties that use the ABC Supplementary Application meet the definitions set out in the Marrakesh Treaty and/or the Agreement.

2.4 The SAE informs its Beneficiary Persons, where relevant, of the possibility of using the ABC Supplementary Application, consistent with these T&C, the Agreement and the Marrakesh Treaty. In particular, the SAE shall inform Beneficiary Persons of the obligation to agree to the Terms of Use of the ABC Supplementary Application, and of the stipulation contained therein that any Accessible Format Copy downloaded through the Service is limited to the personal use of Beneficiary Persons and should not be reproduced, distributed, sold or sublicensed by Beneficiary Persons in any way.

2.5 The SAE informs its Eligible Third Parties, where relevant, of the possibility of using the ABC Supplementary Application and in such instances shall ensure that it has an agreement in place with the Eligible Third Party, consistent with these T&C, the Agreement and the Marrakesh Treaty.

2.6 The SAE advises its Beneficiary Persons or Eligible Third Parties about their obligation to verify whether the Accessible Format Copy is commercially available prior to downloading, when the need for such verification is indicated in the ABC Supplementary Application.

## WIPO’s Obligations

3.1 WIPO makes available the SAE’s Metadata for public searching in applicable countries through the ABC Supplementary Application.

3.2 WIPO makes available the SAE’s Accessible Format Copies for immediate download through:

* the Service to Member AEs or Eligible Third Parties;
* the ABC Supplementary Application to the Beneficiary Persons of Member AEs, as well as Eligible Third Parties.

3.3 WIPO provides the possibility for the SAE to integrate into its collection subsequently the Accessible Format Copies of Works downloaded by the SAE’s Beneficiary Persons or Eligible Third Parties.

3.4 WIPO shall manage the integration of the Metadata and the related Accessible Format Copies of the SAE’s Works in the ABC repository in the cloud.

## Abusive Use

4.1 Under no circumstances shall the SAE use the Service or ABC Supplementary Application excessively to the detriment of WIPO or other SAEs and perform any abusive use degrading or circumventing the Service or the ABC Supplementary Application.

4.2 WIPO reserves the right to intervene and block access to the ABC Supplementary Application in case of unauthorized or abusive use.

## Level of Service

5.1 The ABC Supplementary Application is provided by WIPO on a “best effort” basis, 24 hours per day, 7 days per week. This Application may be unavailable from time to time for scheduled maintenance or due to unforeseen circumstances.

5.2 For assistance with the ABC Supplementary Application, the SAE may contact WIPO at ABC.Support@wipo.int. Upon request, WIPO may provide account creation assistance to the SAE’s administrators.

5.3 WIPO may develop, as appropriate, further technical functions of the ABC Supplementary Application in response to the needs and requests of the SAE, its Beneficiary Persons or Eligible Third Parties.

## Disclaimers

6.1 WIPO makes every effort to ensure, but cannot guarantee, the accuracy, integrity and completeness of the Metadata and the related Accessible Format Copies contained in the ABC Supplementary Application.

6.2 The Metadata and the related Accessible Format Copies contained in the ABC Supplementary Application are provided on a strictly “as is” basis by the SAE. WIPO makes these available in the ABC Supplementary Application as they are provided by the SAEs concerned.

6.3 The Metadata and the related Accessible Format Copies provided by the SAE to WIPO and included in the ABC Supplementary Application do not imply the expression of any opinion or endorsement whatsoever on the part of WIPO.

## Liability

7.1 The SAE ensures that the Metadata and the Accessible Format Copies provided to WIPO neither infringes nor otherwise violates any intellectual property rights, or any other rights, 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.

## Intellectual Property

The SAE recognizes that the ABC Supplementary Application, as well as the particular form of compiling data, and the presentation and design of the ABC Supplementary Application, are protected by applicable IP laws.

##  Data protection

WIPO develops secure account creation and management tools that are aligned with data protection best practices, in accordance with Article 14 of the Agreement.

##  Amendment

WIPO may amend these T&C at any time to reflect changes in its services, after having provided the SAE with the opportunity to comment on the proposed amendments within a reasonable time frame. Unless stated otherwise, amendments shall take effect immediately following publication of the new T&C.

## Infringement

WIPO reserves the right to remove from the ABC Supplementary Application any Metadata or Accessible Format Copies that may infringe intellectual property rights, or any other rights, of any third party, in its sole discretion and without prior notification.

## Termination

12.1 WIPO may terminate these T&C, for any reason and without cause, by giving three months’ written notice to the SAE. WIPO may terminate these T&C, by giving written notice, with immediate effect, if the SAE breaches any fundamental term under the T&C.

12.2 The SAE may notify WIPO that it no longer wishes to use the ABC Supplementary Application at any time, for any reason and without cause by giving written notice. Upon receipt of the written notification, these T&C will no longer be applicable to the SAE and WIPO shall deny access to the SAE’s Metadata and Accessible Format Copies contained in the ABC Supplementary Application.

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