

Terms & conditions

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Please read these terms of use carefully. Accessing or using the CIEPS/ISSN International Centre Services – collectively, the “services” – implies your acceptance of these provisions and of all terms and guidelines incorporated therein by reference – collectively, the “terms of use of the website”. Please do not use the website if you do not agree with all these provisions.

Preamble

1. The ISSN network and data. The International Centre for the Registration of Serial Publications, which is also known as the ISSN International Centre (hereinafter the CIEPS ISSN International Centre), coordinates a global network that has created an international system of numbering and bibliographic references which is essential for identifying and describing serial publications and other continuing resources on a global level. The CIEPS/ISSN International Centre disseminates these references in the form of various Services allowing authorized users to access ISSN data.

ISSN data consists of ISSN numbers (which are eight-digit codes assigned to continuing resources by the ISSN network, regardless of the language and country of publication), to which data sets identifying each of the resources to which an ISSN number has been assigned, for example the key-title, the publisher, the country and the language of publication (non-exhaustive list), are inextricably linked.

The ISSN network consists of the ISSN International Centre and the ISSN National and Regional Centres.

2. Creation of the database. The CIEPS/ISSN International Centre has gathered all ISSN data generated it has created, as well as data created by the national and regional ISSN centres, and has developed a structured set of information, which is regularly updated.

To create this database, the CIEPS/ISSN International Centre has made substantial investments for constituting, presenting and updating the content of this database.

As a producer, the CIEPS/ISSN International Centre benefits from the *sui generis* right over database production as defined in European Directive 96/9/EC of 11 March 1996.

The set of references gathered in this database has significant economic value. Consequently, any use of ISSN data can only be justified if it has received prior express approval from the CIEPS/ISSN International Centre.

3. The CIEPS/ISSN International Centre. The CIEPS/ISSN International Centre is an intergovernmental organization, whose registered office is at 45, rue de Turbigo, 75003 Paris, France.

Definitions

“Access point” — A computer equipment endpoint located on the same Geographical Site, from which Secondary Users can access ISSN Data, and whose contact details are indicated in the Agreement.

“Agreement” — The license agreement signed between the Licensee and the CIEPS/ISSN International Centre stating the rights and obligations of the Licensee and co-contractors in connection with the use of the Subscription Portal and therefore the use of the ISSN Register and ISSN Data via that Portal.

“ISSN Assignment” — The creation of a set of metadata describing a serial publication title, which is uniquely identified by an ISSN, notably in response to an ISSN request made by the registrant on the Extranet against payment.

“Basket” — A service through which ISSN Data is selected by the user prior to full preview, and possible purchase via the One-time Purchase service.

“CIEPS/ISSN International Centre” — The International Centre for the Registration of Serial Publications, an intergovernmental organization created in 1975 by a treaty between France and UNESCO, registered with the INSEE (the French National Institute for Statistical and Economic Studies) under the SIRET (French business registration) number 30653550100028, having its registered office at 45 rue de Turbigo - 75003 PARIS (France). It is notably the registration authority for ISO standard 3297 and the provider of the ISSN Register and related information services.

“Continuing resource” — A document whose publication continues over time without a predetermined end.

“Enhanced Transfert Alert Service (ETAS)” — A service provided by CIEPS with two components:

(1) a free interface for reporting transfers of ownership of periodical titles between publishers, available on the Extranet.

(2) a free interface for disseminating the information available at <https://journaltransfer.issn.org>.

“Extranet” — A website offering users the possibility to create a personal and secure account, in order to access the various services offered by the CIEPS/ISSN International Centre. Opening an account on the Extranet is a prerequisite for accessing these Services.

“Free Access Portal” — Free services provided by the CIEPS/ISSN International Centre providing any user with free access to a data subset from the ISSN Register, which is selected by the CIEPS/ISSN International Centre and known as Released ISSN Data.

“Geographical site” — A physical address for locating one or more Access Points, from which Secondary Users can access ISSN Data, and whose contact details are indicated in the License Agreement.

“Intermediary” — A natural or legal person acting on behalf of a publisher, registered on the Extranet and using the CIEPS/ISSN International Centre services.

“ISSN” — Acronym for International Standard Serial Number. This international number uniquely identifies a serial publication. In particular, it identifies newspapers, journals and collections of monographs, regardless of the medium. It is defined by ISO standard 3297.

“ISSN API” — Programs developed by the CIEPS/ISSN International Centre for searching and transferring ISSN Data through requests between machines.

“ISSN Credit” — A value representing the number of ISSN assignments available to registrants registered on the extranet and which includes the additional ISSN data creation, maintenance and dissemination services.

“ISSN Data” — Contents of the ISSN Register, including the ISSN numbers and associated data elements to identify the serial publications and other continuing resources to which ISSN numbers have been assigned, including but not limited to Keepers Data. ISSN Data includes Released ISSN Data and Complete ISSN Data.

“ISSN Register” — A database containing all ISSN Data compiled by the CIEPS/ISSN International Centre. It is the property of the CIEPS/ISSN International Centre. The ISSN Register is included in the ISSN Portal.

“Complete ISSN Data” — All data extracted from the ISSN Register concerning a publication and made available to users:

“Free of charge” — For ISSN data on open access scientific publications included in the ROAD (Directory of Open Access Scholarly Resources) via the Free Access Portal and Keepers Data.

“Against payment” — At the request of users, via the Subscription Portal and/or One-time Purchase service.

“Released ISSN Data” — Part of the data extracted from the ISSN Register concerning a publication, selected by the CIEPS/ISSN International Centre and made available to users free of charge via the Free Access Portal. This Released ISSN Data is limited to:

- ISSN
- ISSN-L

- Title proper
- Key-title
- Country
- Medium
- URL of the digital resource
- Date of last update.
- Keepers Data

“Keepers Data” — E-journal preservation data including issues, volumes, and publisher information archived by the different participating CIEPS agencies named “Keepers”.

“Licensee” — A natural or legal person having signed the Agreement via the Extranet, authorizing him/her to use the Subscription Portal and access the Complete ISSN Data contained in the ISSN Register.

“One-time Purchase” — A paid supply on demand service for Complete ISSN Data from searches that users perform on the Free Access Portal.

“Publisher” — The natural or legal person responsible for the publishing company that publishes serial publications.

“Registrant” — A publisher or intermediary registering on the Extranet to request an ISSN assignment for one or more serial publications and using one or more CIEPS/ISSN International Centre services.

“ROAD (Directory of Open Access Scholarly Resources)” — A database, which is freely accessible on the Internet, and containing Complete ISSN Data identifying open access scientific serial publications.

“Serial publications” — See **“Continuing resource”**

“Subscription Portal” — Services provided by the CIEPS/ISSN International Centre, in accordance with the terms of the Agreement, enabling the Licensee and any Secondary Users to access the Complete ISSN Data con-

tained in the ISSN Register according to the access arrangements referred to when taking out the subscription via the Extranet (<http://portal.issn.org>).

“Service(s)” — Services offered by the CIEPS/ISSN International Centre to users (i) of the Free Access Portal, (ii) of the Subscription Portal and/or (iii) who have created an account on the Extranet.

“User” — A general category grouping users of the Free Access Portal, authorized Users, Registered Users, Secondary Users and Licensees.

“Authorized User” — Any person expressly and exhaustively authorized by the CIEPS/ISSN International Centre to access the Subscription Portal and therefore access Complete ISSN Data, namely the Licensee and the Secondary Users.

“Registered User” — Any person who has created a user account on the Extranet.

“Secondary User” — Any natural or legal person, duly identified and declared by the Licensee when subscribing to the Subscription Portal via the Extranet, expressly and exhaustively authorized by the CIEPS/ISSN International Centre to use all or part of the ISSN Data.

Content

The User acknowledges that he/she may only access the Services if he/she accepts these Terms of Use without any reservations, which he/she undertakes to respect.

Article 1: Description of Services

1.1 The Free Access Portal

The free access Portal for ISSN Data <portal.issn.org> (hereinafter the "Free Access Portal") is an information service published by the CIEPS/ISSN International Centre, which is accessible on the Internet and which contains Released ISSN Data. It is part of the ISSN's website (www.issn.org).

The Free Access Portal is a free information service containing Released ISSN Data and free Complete ISSN Data identifying open access scholarly publications listed in ROAD.

The User will have the possibility, if he/she so wishes, to buy on-demand Complete ISSN Data via the One-time Purchase service, which is accessible from the Extranet. This service will enable him/her to view and download the selected Complete ISSN Data. Payment for this service shall be made directly online by credit card.

1.2 The Subscription Portal

The ISSN Portal for subscribers <<http://portal.issn.org>> (hereinafter the "Subscription Portal") is an information service published by the CIEPS/ISSN International Centre, which is accessible by subscription and which contains Complete ISSN Data.

The Subscription Portal is only accessible to Authorized Users.

The Subscription Portal is a fee-based information service containing Complete ISSN Data. It is accessible to Authorized Users by subscription through a login and password or by an IP address.

The Authorized User also acknowledges that he/she is fully aware of the possibility (i) of having free access to Released ISSN Data and to free Complete ISSN Data from ROAD via the Free Access Portal and (ii) of conducting one-time paid consultations/extractions of Complete ISSN Data via the One-time Purchase service.

1.3 Extranet

a. General information

The Extranet Site (extranet.issn.org), hereinafter referred to as "the Extranet", is part of the ISSN website (www.issn.org).

a.1. Registration — Access to the Extranet Services is subject to prior registration.

Only Registered Users may access the Services offered on the Extranet.

After validation of the registration by the CIEPS/ISSN International Centre, the Registered User has access to the Extranet Services through a username and password.

a.2. Removal/Blocking of an account — Any account of a Registered User which is not used for 4 years may be deleted.

The CIEPS/ISSN International Centre may block an account if a Registered User makes a false declaration at the time of registration, especially regarding his/her location.

The CIEPS/ISSN International Centre may also block an account if the Registrant declares that he/she is requesting ISSNs on behalf of a third party when, after verification by the CIEPS/ISSN International Centre, that third party does not confirm the mandate.

The Registered User is instantly informed of the blocking of his/her account via email. The Registered User has no longer access to any of the CIEPS/ISSN International Centre Services.

The CIEPS/ISSN International Centre may unblock a Registered User's account at its sole discretion if it believes that the Registered User has provided sufficient evidence to correct the disputed declarations.

a.3. Extranet Services — The main Services offered on the Extranet are as follows:

- One-time Purchase;
- Management of ISSN numbers: purchase of ISSN Credits, ISSN number request form, linking and unlinking ISSN numbers for a Publisher account, updates of ISSN Data;
- Subscription and renewal of a subscription to the Subscription Portal;
- Management and follow-up of invoices related to these services.

b. Taking out a subscription to the Subscription Portal

To take out a paid subscription to the Subscription Portal, the User must be registered on the Extranet.

The subscription may be taken out for a duration of 3, 6 or 12 months or for a longer duration, subject to acceptance by the CIEPS/ISSN International Centre.

Choice of subscription — During registration, the User will choose the type of subscription that he/she wants, in agreement with the CIEPS/ISSN International Centre, and will indicate the purpose of the subscription:

If the Registered User is already a Licensee: he/she can renew his/her subscription online under the same conditions via his/her Extranet account;

If the Registered User wishes to renew his/her subscription under different conditions, he/she shall contact the CIEPS/ISSN International Centre through his/her personal online account;

If the User is taking out a subscription for the first time, he/she must complete the form made available on the Extranet. The CIEPS/ISSN International Centre will then set up the subscription conditions on the Extranet, and inform the User of this by email, who can then make the payment.

The CIEPS/ISSN International Centre reserves the right to refuse a subscription if the declared purpose is not in line with the mission and objectives of the CIEPS/ISSN International Centre.

The Agreement may be granted to the Licensee, as well as to Secondary Users, provided that:

- the Licensee has duly identified and declared all his/her Secondary Users when he/she registered, knowing that one Access Point corresponds to one Secondary User and that one Geographical Site may have multiple Access Points,
- the Licensee has declared the operating purpose of each Secondary User, which will be examined by the CIEPS/ISSN International Centre, which, as in the case of the Licensee, may refuse the access authorization.

The Registered User acknowledges and agrees that he/she will only be offered a subscription by the CIEPS/ISSN International Centre when the information on the purpose of the use and about Secondary Users has been sent to the CIEPS/ISSN International Centre. The CIEPS/ISSN International

Centre undertakes to verify that information and to make a subscription offer within a maximum of 20 days from receipt of the complete file.

c. Services for Registrants

Any Registrant registered on the Extranet may:

- Purchase ISSN Credits;
- Make an ISSN request if his/her ISSN Credit is sufficient and allows for it;
- Make a request to link one or more Serial Publication titles, identified by an ISSN, that he/she is publishing or has published;
- Make a request to modify ISSN Data describing one or more Serial Publication titles that he/she is publishing or has published;
- Contact the CIEPS/ISSN International Centre directly through his/her personal online account.

ISSN Credits must be paid for. Any Registrant who is registered and has credit may request an ISSN Assignment from the CIEPS/ISSN International Centre. The processing of the ISSN request by the CIEPS/ISSN International Centre, that is to say, the transition of the request from "pending" to "being processed" will be handled within twenty working days on average.

Any Registrant who is registered and has credit may request an urgent ISSN Assignment from the CIEPS/ISSN International Centre for one or more publications provided that he/she does not make more than 5 urgent requests per day. The urgent assignment of an ISSN to one or more publications from the same Publisher is carried out within 5 days if the request(s) is(are) complete. In the case of an incomplete request, this period runs from when the Registrant has sent all the required items to the CIEPS/ISSN International Centre. The ISSN is then made available to the Registrant in order to identify the publication(s).

The CIEPS/ISSN International Centre may refuse to grant an ISSN, particularly in the following cases:

- an ISSN has already been assigned to the publication,

- the publication is not eligible for an ISSN Assignment,
- the publication does not exist,
- the data provided by the registrant is incorrect or cannot be verified.

The CIEPS/ISSN International Centre does not reimburse the Registrant in case of a refusal to assign an ISSN to a publication. The Registrant retains his/her ISSN Credit(s) for subsequent requests.

The CIEPS/ISSN International Centre does not guarantee a deadline for the publication of data on the ISSN Free Access Portal.

1.4 ETAS

Publishers who have signed the Transfer code of good practice are registered free of charge on the Extranet by the CIEPS.

These publishers may report transfers of ownership of periodical titles when they acquire a new title. They complete an online form describing the transferred title by specifying a contact name with the previous publisher of the title. The previous publisher is informed by email that a transfer declaration has been registered with the CIEPS and can contact the CIEPS if necessary. The record of the title concerned is identified by a specific "TRANSFER" logo in the ISSN portal until the transfer is validated by the CIEPS.

A list of titles whose transfers have been reported is available free of charge on the Transfer database available at <https://journaltransfer.issn.org>. An email alert is also available.

Article 2: Rights and Obligations of Users

2.1 Registrant

The Registrant undertakes to enter true, accurate, verifiable, up-to-date and complete information. He/she undertakes to keep such data on the Extranet and to update it regularly. If he/she provides false, inaccurate or incomplete information, the CIEPS/ISSN International Centre would be entitled to sus-

pend access, or deny him/her immediate and future access to all of the Services.

The Registrant also undertakes not to follow the lead of the CIEPS/ISSN International Centre and the official ISSN network by posing as an officially accredited institution or by reproducing their identifying signs (trademarks, logos, domain names, etc.).

In case of non-compliance with this obligation, the CIEPS/ISSN International Centre would be entitled to suspend access, or deny him/her immediate and future access to the entire service.

The Registrant acknowledges and agrees that, when requesting an ISSN number, the data describing the Serial Publications that he/she has entered is transferred to the ISSN Register and transcribed into the formats required by the library standards, to then be published and reused in the context of the Services as provided for in these Terms of Use.

2.2 Other Registered Users

2.2.1. Authorized Users

Access to the Services and unreserved compliance with these Terms of Use gives the Authorized User a non-exclusive and strictly personal right, for its own internal purposes, to view and use the ISSN Data, excluding any other rights.

These rights do not imply any transfer of the intellectual property rights over all or part of the Complete ISSN Data and are strictly limited to the following rights:

- Consultation and viewing of Complete ISSN Data;
- Extraction and reuse under the following cumulative conditions:
 - Complete ISSN Data may be copied.
 - Complete ISSN Data must necessarily be modified by the User in such a way that the informational value added to the ISSN Data by the User corresponds to at least the addition of a holdings statement, a call num-

ber or URL of the Publisher or provider of access to the resource.

- Complete ISSN Data thus modified can be reused in a catalogue or database.
- Complete ISSN Data thus modified must mention the CIEPS/ISSN International Centre as a source.

Any use of Complete ISSN Data, other than those expressly authorized above, is prohibited, including the following uses:

The Authorized User must not reproduce, disseminate to unauthorized third parties or make publicly accessible Complete ISSN Data which is reusable and/or established in a format readable by anyone, including on the Internet.

To this end, he/she must put in place the means to prevent any unauthorized third party from accessing the Complete ISSN Data and, to the fullest extent possible, make such access technically impossible.

The Authorized User may not use the ISSN Data for commercial purposes: the sale, reproduction or distribution against payment of Complete ISSN Data, in any form whatsoever, for the benefit of any third party, are particularly prohibited.

In order to obtain Complete ISSN Data and depending on the subscription taken out, the Authorized User must use the manual download features and/or the ISSN APIs made available to him/her.

2.2.2. Users of the Free Access Portal

Released ISSN Data is under license CC-BY-NC-SA 4.0.

2.2.3. All Users

All Users undertake in particular not to violate or attempt to violate the IT security of the information systems of the CIEPS/ISSN International Centre or its potential service providers, nor to hinder their operation or make fraudulent use thereof.

All Users shall refrain from:

- Any obstruction of operation that could prevent or limit third party access

to or use of the Services by third parties in any way, under penalty of being denied access to the Services without notice and without any damages being paid by CIEPS/ISSN International Centre.

- Appropriating or attempting to unduly appropriate ISSN Data.

All Users undertake to preserve the quality of the service, its hardware and its bandwidth.

Article 3: Rights and Obligations of the CIEPS/ISSN International Centre

The CIEPS/ISSN International Centre agrees to implement the means at its disposal to constitute and update the ISSN Data and to ensure the permanence, continuity and quality of the Services it offers. In no case may an obligation of result be invoked against it.

The CIEPS/ISSN International Centre undertakes to act within a reasonable time to restore access in case of failure or anomaly making it impossible to access the Services. The CIEPS/ISSN International Centre nevertheless reserves the right to interrupt access to the Services at any time for maintenance, development or correction reasons.

The CIEPS/ISSN International Centre reserves the right to temporarily or permanently block the account of a Registered User who fails to comply with the Terms of Use.

Article 4: Responsibility

Regarding the content:

ISSN Data is provided for guidance and information purposes.

The User acknowledges that he/she is fully aware that part of the ISSN Data has been either sent by Registered Users requesting an ISSN number or transmitted by the national ISSN Centres. The CIEPS/ISSN International Centre compiles it and makes it available to Users. This ISSN Data is reliable

to the best of the CIEPS/ISSN International Centre's knowledge on the date of its consultation by the User.

The CIEPS/ISSN International Centre undertakes to make its best efforts to provide reliable information.

However, under no circumstances can the CIEPS/ISSN International Centre be held responsible for the inaccuracy, non-exhaustiveness or irrelevance of ISSN Data. Indeed, responsibility based on an obligation of result cannot be invoked against the CIEPS/ISSN International Centre.

The CIEPS/ISSN International Centre also refuses all responsibility concerning data external to the ISSN Register, aggregated with ISSN Data and provided by third parties.

Regarding the operation of and access to the service:

The User acknowledges and accepts that the Internet, and more generally any electronic communications network used to transmit data, may experience periods of saturation due to bandwidth congestion, outages caused by technical incidents or maintenance interventions or any other events independent of the will of the CIEPS/ISSN International Centre. Consequently, in the case of access to Services whose purpose is the use of ISSN Data by means of the Internet and possibly the extraction of such data by means of said network, the responsibility of the CIEPS/ISSN International Centre originating from events affecting the communication networks and, more generally, any event independent of the will of the CIEPS/ISSN International Centre and beyond its control, shall be excluded.

The User declares that he/she has the skills and means necessary to access and use the Services. He/she also declares that he/she has checked that the computer configuration used contains no viruses and is in perfect working order. Indeed, data transfer operations are carried out under the responsibility of the User through the ISSN API and/or the download feature. As Users use their own hardware to access the Free Access Portal, in no event shall the CIEPS/ISSN International Centre be held responsible for any damages whatsoever resulting from the use of the Services.

Article 5: Intellectual Property

The names and logos appearing on the interfaces of the Services are protected trademarks. Any total or partial reproduction of these trademarks or logos without the express authorization of the CIEPS/ISSN International Centre is therefore prohibited, in accordance with European Directive 2008/95/EC of 22 October 2008.

Users do not have the right to use the trademarks and logos of the CIEPS/ISSN International Centre to establish a link to the Services without the express written authorization of the CIEPS/ISSN International Centre.

The ISSN Register is protected in accordance with the provisions of European Directive 96/9/EC of 11 March 1996.

Article 6: Modifications to the Service

The CIEPS/ISSN International Centre is allowed to modify the characteristics of the ISSN Data, the ISSN Register and therefore its Services. The CIEPS/ISSN International Centre may, at its sole discretion, change the presentation format and/or structure of the Services and ISSN Data, without having to inform Users in advance.

In case of substantial modifications, the CIEPS/ISSN International Centre will only inform the Licensee in writing under the conditions set out in the Agreement. The CIEPS/ISSN International Centre is under no obligation to inform the Secondary Users, Registered Users (apart from the Licensee) or Users of the Free Access Portal.

Article 7: Confidentiality – Personal Data

All data related to the terms of use, including login credentials, is classed as confidential information. The User undertakes to keep all such data confidential.

The Registered User is fully and solely responsible for the confidentiality of the username, password and any interventions and actions that may be made under his/her username and/or password. He/she undertakes to immediately

inform the CIEPS/ISSN International Centre of any unauthorized use of his/her username and/or password and/or any security breaches. The CIEPS/ISSN International Centre cannot be held responsible for any loss or damage occurring in case of a breach of the obligations in this paragraph.

The personal data collected via the registration form is intended for the CIEPS/ISSN International Centre's management services and is not disclosed to third parties.

The CIEPS/ISSN International Centre undertakes to maintain the confidentiality of all statistical data relating to the use of the Services by Users, including the content of their searches and queries. This data may only be used by the CIEPS/ISSN International Centre in the context of the performance of the Services, particularly with a view to improving the Services, and can only be provided to third parties in an aggregated and anonymous form.

The data depositor has the right to access, rectify and delete his/her personal data. Any requests should be sent to: CIEPS, 45, rue de Turbigo 75003 PARIS (France). Email: communication@issn.org.

Article 8: Acceptance of the Terms of Use and Modifications

The use of the Services unconditionally implies the acceptance by the User of these Terms of Use without any exceptions or reservations. These Terms of Use apply to all Services offered by the CIEPS/ISSN International Centre.

The CIEPS/ISSN International Centre may modify these Terms of Use without prior notice and without resubmitting them for acceptance. The User is subject to the updated version of the Terms of Use on the date of use of the Services.

However, the CIEPS/ISSN International Centre will inform each Licensee of any modification of these Terms of Use at least two (2) months before they take effect by sending an email to the email address indicated on the Licensee's personal account. If the Licensee does not accept these modifications, he/she will be free to cancel his/her subscription from his/her Extranet

account. Failing termination, the new Terms of Use will become applicable as from their effective date.

Secondary Users shall be automatically subject to the updated version of the Terms of Use on the date of use on the Subscription Portal, once they have been accepted by the Licensee.

Users are requested to frequently check for any updates.

Article 9: Consequences of Termination of the Agreement

In the event of termination or non-renewal of the Agreement, Authorized Users who have used modified ISSN Data in their databases may continue to use it in strict accordance with the provisions of these Terms of Use.

Article 10: Payment

None of the User's bank details pass through the CIEPS/ISSN International Centre Services.

Payment for the Services by the User will be made:

- by PayPal and/or PaySafe, indicating the User's email address and password.
- by bank transfer.

As payments are made via external servers, the CIEPS/ISSN International Centre is not responsible for the success of the transactions.

Article 11: Allocation of Jurisdiction and Applicable Law

In the event of a dispute regarding the interpretation or performance of these Terms of Use and failing an amicable agreement between the parties, the Courts of Paris shall have exclusive jurisdiction or, failing that, any other Authority on which the parties have agreed. Only French law shall be applicable.