Thank you for visiting the OCLC WorldCat Registry Service. You may utilize the OCLC WorldCat Registry Service by agreeing to and complying with these OCLC WorldCat Registry Service Terms and Conditions (these "Terms" or this "Agreement"). Your use of the OCLC WorldCat Registry Service is governed by these Terms. OCLC reserves the right, within its sole discretion, to determine your eligibility to use the Service.

1. DEFINITIONS

A. "Service" means the OCLC WorldCat Registry Service as made available to you by OCLC under these Terms.
B. "You" or "your" refers to: (i) an individual accessing and using the Service on his or her own behalf; or (ii) Institution, if the Service is being accessed and used by Institution's authorized representative on Institution's behalf.
C. "Account" means your current access credentials which are recognized by OCLC as authentic.
D. "Authorization" means the verification process by which OCLC concludes that you are authorized to create or modify a Profile or otherwise contribute Institution Data to the Service.
E. "Institution" means a library, information/research agency (i.e., a historical society, archive, museum or similar organization) or other institution.
F. "Institution Data" means contact, location, service and other information about an Institution.
G. "Profile" means Institution Data which has been contributed to the Service presented in a format prescribed by OCLC.
H. "Purposes" means your personal or internal, noncommercial purposes of identifying and describing library services, materials and resources to library patrons and directing library patrons to such services, materials and resources.

2. AGREEMENT TO THESE TERMS

A. These Terms will only be presented to you the first time you initiate access to the Service using your Account. (Thereafter, these Terms may be accessed for reference purposes using a link contained in the Service.) You should read these Terms carefully. If you agree to the Terms, please click on the appropriate button below to indicate your agreement. Once you have done so, you are permitted to enter the Service. If you do not agree to these Terms, please click on the appropriate button below to indicate that you decline to agree to the Terms. Doing so will result in you being directed away from the Service. Use of OCLC's affiliates services web site requires you to register in the manner provided for on such web site.
B. Once you have agreed to these Terms, each instance of access to and use of the Service initiated by your Account shall be governed by these Terms without the need for you to signify acceptance of these Terms upon each use of the Service. OCLC may, at any time, present you with a new version of these Terms for acceptance as a condition to accessing and using the Service from that point forward.

3. USE OF THE SERVICE

A. OCLC grants you a nonexclusive, nontransferable license to: (i) access and use the Service to search, retrieve and browse Profiles made available to you by OCLC; and (ii) subject to these Terms, use Profiles and Institution Data made available to you by OCLC solely for the Purposes. You agree to include a link to the
Service (and/or OCLC's WorldCat.org service) in your applications utilizing Profiles and/or Institution Data. OCLC will make the necessary linking information available.

B. The following activities are prohibited in relation to the Service, Profiles and Institution Data, and you agree not to engage in such activities or permit others to engage in such activities:

   i. use on behalf of a third-party or for any purpose or in any manner other than authorized by these Terms;
   
   ii. use for any unlawful purpose;
   
   iii. use for commercial purposes (e.g., as part of or to facilitate a service for which you receive a fee) or sale, resale, lease or license except pursuant to a separate written agreement with OCLC;
   
   iv. use in connection with mass e-mailings, promotions, advertising, or solicitations (such as "spam"), including, without limitation, commercial advertising, informational announcements, and mail bombing;
   
   v. use of bots, spiders, or other automated information-gathering devices or programming routines to "mine" or harvest information available through the Service;
   
   vi. Reproduction, distribution, display or disclosure except to the extent reasonably incidental to use for the Purposes as authorized herein;
   
   vii. Creation of or repackaging in your or a third-party's own database containing a material number of Profiles and/or material amounts of Institution Data; and
   
   viii. Introduction of viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Service, Profiles or Institution Data.

C. Except as expressly provided for in these Terms, OCLC and/or its affiliates retain all rights, title and interest in and to the Service, Profiles and Institution Data.

4. CONTRIBUTION OF INSTITUTION DATA

A. You may contribute Institution Data to the Service as follows:

   i. You may add a Profile to the Service and add certain limited Institution Data to Profiles with or without Authorization.

   ii. You may modify only those Profiles for which you have received Authorization.

B.

   i. You hereby grant OCLC, OCLC participants, non-participant users and OCLC designees an irrevocable nonexclusive, royalty-free, sublicensable, transferable, world-wide right to copy, display, publish, prepare derivative works from, distribute and use all Profiles and Institution Data contributed to the Service by you (or any person or entity acting on your behalf) under any copyright, patent, secrecy or other proprietary right therein owned or controlled by you, including, without limitation, making such Profiles and Institution Data available to others for use consistent with these Terms.

   ii. You also hereby grants to other users of the Service the perpetual, irrevocable, royalty-free right to access and use Institution Data contributed to the Service by you (including such Institution Data on which derivative works created by OCLC are based) in full or in part for the Purposes.

C. By contributing Profiles and/or Institution Data to the Service, you represent and warrant to OCLC that: (i) you possess all rights, permissions and authority necessary to contribute such Profiles and Institution Data to the Service for use by OCLC and other users of the Service as described in these Terms; (ii) use of such Profiles and/or Institution Data by OCLC and other users of the Service as contemplated by these Terms will not infringe upon or otherwise violate the rights (including, without limitation, the privacy rights) of any third-party; and (iii) such Profiles and Institution Data are, to the best of your knowledge, complete and accurate and not obscene, libelous or otherwise in contravention of law.

D. OCLC’s collection and use of personal information via the Service is governed by OCLC’s Privacy Policy, which can be accessed at OCLC, Inc. Privacy Statement. OCLC reserves the right to correct Profiles and Institution
Data that, in OCLC's reasonably exercised judgment, are patently in error and shall incur no liability by doing so.

5. YOUR ACCOUNT

You agree to use your reasonable efforts to safeguard the confidentiality of your Account information. Please promptly notify OCLC in writing of misuse of your Account. You are responsible for unauthorized use of the Service resulting from your failure to make the reasonable efforts or prompt notification required by this Section 5.

6. FEES

The Service is provided free of charge for your personal or internal, noncommercial Purposes as described in these Terms. [As noted above, any use of the Service other than as authorized by these Terms (including, without limitation, commercial use of the Service) requires a separate written agreement with OCLC which shall set forth applicable fees among other terms and conditions.] Any sales, use, value-added or other taxes which may be payable as a result of your use of the Service shall be your responsibility.

7. TERM AND TERMINATION

A. This Agreement for the Service shall commence on the date you indicate your agreement to these Terms as described in Section 2.A above and shall remain in effect until terminated in accordance with the following:
   i. effective at any time upon OCLC providing you with at least thirty (30) days prior written notice of its desire to terminate the Agreement;
   ii. upon your failure to agree to a new version of these Terms presented for acceptance by OCLC as described in Section 2.B above; or
   iii. when you have committed a material breach of these Terms and have not corrected the same within ten (10) days after notice of such breach from OCLC. (OCLC may, in its sole discretion, suspend your access to the Service immediately upon your material breach of these Terms pending your correction of such breach within the ten (10) day period specified above.)

B. In the event of termination of this Agreement by OCLC pursuant to Section 7.A(i) above or pursuant to Section 7.A(ii) above, you may continue to use Profiles and Institution Data obtained through the Service prior to the effective date of such termination in accordance with these Terms, which shall be deemed to survive termination of this Agreement for such purpose.

C. In the event of termination of this Agreement by OCLC pursuant to Section 7.A(iii) above, your access to the Service shall be permanently discontinued and you shall cease all use of Profiles and Institution Data in your possession. You shall certify in writing your compliance with this Section 7.C upon OCLC's request.


8. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. OCLC shall exert its commercially reasonable efforts to provide the Service in accordance with then-current Service documentation (if any) or, in the absence of such documentation, the then-current service descriptions published by OCLC for the Service.

B. You are responsible for all damages, liabilities, losses, costs and expenses (including attorneys' fees) incurred by OCLC and/or its affiliates as a result of your breach of these Terms.

C. The Service as well as Profiles and Institution Data available through the Service are provided “AS IS" and your use of the Service and reliance on Profiles and Institution Data is solely at your own risk. OCLC does...
not warrant the completeness or accuracy of Profiles or Institution Data. OCLC AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING THE SERVICE, PROFILES AND INSTITUTION DATA, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL OCLC OR ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR DAMAGES OF ANY KIND ARISING FROM CLAIMS RELATED TO THE SERVICE, PROFILES, INSTITUTION DATA OR ANY ACT UNDERTAKEN OR OMISSION MADE IN CONNECTION WITH THIS AGREEMENT. If you are a California resident, you waive your rights under California Civil Code 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Residents of other states and nations similarly waive their rights under analogous laws, statutes, or regulations.

D. You acknowledge that the Service may provide links to web sites or sources of content which are not under the control of and are not maintained by OCLC. OCLC is not responsible for and does not endorse or guarantee the content of those sites.

E. Neither party shall have any liability or obligation to the other for indirect, incidental, consequential or exemplary damages, whether based on contract, tort or any other legal theory and regardless of whether a party foresaw such damages.

9. MISCELLANEOUS

A. This Agreement constitutes the complete, final and exclusive statement of the parties' agreement with respect to the subject matter hereof and is not intended to confer upon any person other than the parties hereto any rights or remedies. No purchase orders or other forms you submit shall apply to modify or supplement this Agreement. This Agreement may be amended only by means of a written document executed by each of the parties.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the United States of America, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sales of Goods shall not apply.

C. You may not assign or otherwise transfer your rights or obligations under this Agreement. OCLC may assign its rights and/or delegate its obligations under this Agreement by posting notice of such assignment and/or delegation on the Service at least thirty (30) days prior to the effective date thereof.

D. OCLC shall not be liable for any failure or delay in performance hereunder due to any cause beyond its reasonable control including, but not limited to, acts of God or public enemy, fire, explosion, accident, strikes, governmental actions, delay or failure of suppliers, or delay or failure of the OCLC systems or other difficulties with telecommunications networks.

E. The Service may not be accessed or used by entities or individuals who are or become subject to United States trade restrictions. The Service, Profiles and Institution Data may be used only in full compliance with U.S. export regulations. You shall be the exporter and importer of record in connection with the Service, Profiles and Institution Data as delivered by OCLC to you outside the United States, and shall pay and/or comply with all applicable export and import laws, customs, regulations, tariffs, duties and fees, and procurement, data and technology transfer laws. OCLC's obligations hereunder are contingent upon necessary export licenses being obtained from federal agencies of the United States.

F. Unless another method is expressly permitted by these Terms, any notices required to be given by OCLC pursuant to these Terms shall be in writing and shall be deemed sufficient if delivered by hand or sent by certified mail, return receipt requested, to the address associated with your Account.

G. Any waiver of any terms of this Agreement must be in writing and signed by the party against whom the waiver is to be enforced.

H. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.