

NIELSEN BOOKDATA TITLE EDITOR STANDARD TERMS & CONDITIONS

Title Editor is an online electronic title record editing service for Publishers, or data suppliers authorised to provide data on their behalf only. It is a free service offered to approved users.

Please note that access to the Title Editor service is at the discretion of Nielsen Book Services Ltd and that the company reserves the right to withdraw this service generally or to specific users if it is deemed necessary

If you would like to find out more about our Nielsen BookData Enhanced Service for Publishers please email: sales.book@nielsen.com

If you have any queries about these terms and conditions, please contact one of our Sales and Customer Service teams:

UK +44 (0)1483 712 200 or email: sales.book@nielsen.com
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DEFINITIONS

Nielsen BookData is a trading name of Nielsen Book Services Ltd ("NBSL").

"Title Editor user" or "user" means the business, or business unit to which a username is allocated. This term is also used to define any Sales Agent, or Publisher acting as a sales agent on behalf of another publisher, or Distributor authorised to provide local Price and Availability information on behalf of publishers, who is also authorised to use Title Editor.

"We", "us", or "our" means Nielsen Book Services Limited, trading as Nielsen BookData, 3rd Floor, Midas House, 62 Goldsworth Road, Woking, Surrey GU21 6LQ, UK.

By becoming a user of Title Editor, you accept the following terms and conditions.

Internet charges: The additional costs of internet use (internet service provider subscription, call charges, etc.) are the responsibility of the user.

Access: Access to the Title Editor site is controlled by username and password. All Usernames and Passwords are issued to a designated, named contact as a representative of a distinct business unit, usually a company, but may, by arrangement, be a discrete trading division within a company, where appropriate. Usernames may be used by multiple individuals, authorised to provide data on behalf of the business unit, but not concurrently.

Confidentiality: Title Editor Users shall keep all login details (Username, Password) secure and confidential, and undertake that such login details will only be used by the Publisher and its employees and that they will not be passed to any third parties.

In addition, the Title Editor service is provided as a means to supply product information for inclusion in NBSL data products and services. Copyright in the complete product database used in the Title Editor web site and its design is held by NBSL. You must not copy the website, or any of its pages, for any purpose whatsoever unless we have given you permission in writing to do so.

Provision of product information to NBSL through Title Editor is covered by Nielsen BookData's [Standard Terms and Conditions for Publishers](#) or, in the case of organisations subscribing to Nielsen BookData's Enhanced Service, our [Standard Terms and Conditions for Subscribing Publishers](#).

Data changes you submit via Title Editor are applied to the central Nielsen Bibliographic database by our editorial staff and these changes will then be reflected in the next available data products we supply to external website customers, our range of products and services, and Nielsen Title Editor itself. Changes made by Publishers subscribing to our Nielsen BookData Enhanced Service will **normally** be applied to the Bibliographic database within 24 hours and available to view on Title Editor again within three working days. Changes made by non-subscribing publishers on the Free Listing service may take up to two weeks to be visible within Title Editor. Wilful provision of inappropriate product information (where we consider that it may be unlawful, fraudulent, libellous, defamatory or obscene) may lead to termination of user access to Title Editor.

Accuracy and limitation of liability: We use all reasonable efforts to ensure the accuracy and proper operation of Title Editor, but we cannot guarantee that errors will not occur, or accept responsibility for the consequences of such errors. Our total liability will be limited to a refund of the whole or part of a current Enhanced Service data subscription (see above) or an extension of the subscription term. We welcome feedback if you have found any error and we will try to correct such errors, where we are able to verify, which you notify to us within a reasonable time.

We use all reasonable efforts to ensure that Title Editor is kept free from computer viruses or other potentially harmful content, but we cannot guarantee that the service will always be clear of contamination. It is your responsibility to take appropriate measures to protect your own systems.

Force majeure: We are not responsible to you for any interruption to or delay in access to the Title Editor website which is caused by reasons outside our control.

Non-transferability: You must not transfer your user access to Title Editor to any third party unless we have given you permission in writing to do so.

Data Protection: All contact and address information relating to publisher, agent or distribution details are deemed as company rather than personal information. Users are advised that personal details (such as personal email addresses) are better avoided: generic/proxy, more persistent addresses (such as sales@publisher etc) are better.

Changes to these terms and conditions: We reserve the right to make changes to these terms and conditions at any time, and will notify users with advance notice of such changes.

Termination: We may terminate your access to Title Editor without notice if you have not complied with any of these terms and conditions. We will write to you setting out our reasons for doing so. We will be under no obligation to refund any unused portion of your publisher subscription in these circumstances.

Applicable law: These terms and conditions constitute the Agreement under which you use Title Editor. The Agreement will be interpreted in accordance with the laws of England.