

## OCLC WorldShare Application Gallery Terms and Conditions

Thank You for visiting the OCLC WorldShare Application Gallery (“AppGallery”), an online directory of Web-based, on-demand applications and downloadable software applications that interoperate with the OCLC WorldShare Platform and the OCLC WorldShare Management Services. Among other things, the AppGallery allows Users to test, review and install the Applications.

By visiting the AppGallery website, You agree that Your visiting and use of the AppGallery website is governed by the legally binding terms and conditions below (the "Agreement"), as well as the OCLC WorldShare Platform Terms and Conditions, found here [http://www.oclc.org/developer/terms\\_conditions/default](http://www.oclc.org/developer/terms_conditions/default). If You are entering into this Agreement on behalf of a library, university or other organization, You represent that You have the authority to bind that organization to this Agreement, and the terms “You” and “Your” will refer to that organization as well. If You do not have that authority, or if You do not agree with these terms and conditions, You may not use and You must leave the AppGallery.

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### 1. DEFINITIONS

- A. “Account” means Your current access credentials which are recognized by OCLC as authentic.
- B. “Application(s)” means the Web-based, on-demand applications and downloadable software applications found in the AppGallery that interoperate with the OCLC WorldShare Platform and the OCLC WorldShare Management Services, whether developed by OCLC or a 3<sup>rd</sup> party.
- C. “Commercial Use” means: (i) sale or resale of Platform Services (including, without limitation, sale or resale of rights therein under a licensing arrangement or otherwise); or (ii) use of Platform Services as part of or to facilitate a service for which You receive a fee (including, without limitation, fees from advertising placed on service interfaces).
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- G. “Platform Services” means the Data and other services made available to You by OCLC through the OCLC Platform website.

- H. "You" or "Your" refers to: (i) an individual accessing and using Platform Services on his or her own behalf; or (ii) an individual or entity on whose behalf Platform Services are being accessed and used by his/her/its authorized representative.

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If You test or install AppGallery Applications that are not official OCLC products those Applications may transmit Your Data outside of OCLC's systems during normal use, and the providers of those Applications may be able to obtain access to Your Data in OCLC's systems through OCLC's Application programming interface(s) (APIs). That may result in the disclosure, modification or deletion of Your Data by those providers or their Applications. Further, the AppGallery Application provider and its agents and partners may collect and use, data pertaining to Your configuration and use of the Application. OCLC is not responsible for any transmission, collection, disclosure, modification, use or deletion of Your data, as described in this paragraph, by or through third-party AppGallery Applications or their providers.

## **3. INSTALLATION AND USE OF APPLICATIONS**

Your use of AppGallery Applications will be governed by terms You must click-accept during the test or installation process. Please read those terms carefully before accepting them. If the AppGallery Application is provided by OCLC, You may contact OCLC with any questions about those terms. If the AppGallery Application is provided by another organization, then You should contact that organization directly with any questions about those terms.

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OCLC may, ourselves or through our agents, investigate any violation of this Agreement and take appropriate remedial action. OCLC may enforce the terms of this Agreement by any legal means, including, but not limited to, warning You of violations; disabling or suspending privileges and/or access; deleting, screening or editing any content; or prohibiting any behavior that does not comply with this Agreement, or which is otherwise inappropriate, harmful, objectionable or inaccurate. We may release information concerning Your use of the AppGallery (including registration information,

and network records and published content) when we believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply this Agreement; to protect our rights or property; to protect against fraudulent, abusive or unlawful use of the AppGallery; or if we reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure. Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your rights to use the AppGallery violate this Agreement, constitute an unlawful trespass to our equipment and systems, and may result in legal action.

To report violations of this Agreement, please email [legal@oclc.org](mailto:legal@oclc.org) with appropriate details, including Your contact information.

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Some of the Applications and content on the AppGallery are submitted by parties other than OCLC. That third-party content is the sole responsibility of the originator of that content. We are not responsible for any third-party content, whether or not we reviewed or moderated such content. You agree that You bear all risks associated with using or relying on Applications and content within the AppGallery. We do not in any way warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any Applications or content within the AppGallery, regardless of who originated that content (including our employees, partners, affiliates or moderators), and even if an Application is designated as "certified." OCLC hereby disclaim all warranties, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, relating to such Applications or content. OCLC shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to Your use of or reliance upon any Applications or content on the AppGallery.

## **7. INDEMNITY**

To the maximum extent allowable by law, You agree to indemnify and hold OCLC and our subsidiaries, affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), arising out of content You submit to or publish on the AppGallery, Your use of the AppGallery, Your violation of this Agreement, or Your violation of any rights of a third party.

## **8. GENERAL**

Nothing on any purchase order or preprinted form shall add to or vary the terms of this Agreement. If any provision of this Agreement is held by a court to be invalid or unenforceable, then that provision shall be construed, as nearly as possible, to reflect its intentions, with all other provisions remaining in full force and effect. OCLC's failure to enforce any right or provision in this Agreement will not constitute a waiver of such

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## **10. CHANGES TO TERMS**

OCLC may change the terms of this Agreement from time to time. Any changes will take effect 30 days after they are posted. You should check periodically for changes to these terms.

## **11. QUESTIONS AND COMMENTS**

If You have questions or comments about this Agreement or the AppGallery, please refer to [www.OCLC.AppGallery.org](http://www.OCLC.AppGallery.org) or contact OCLC directly.

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