OCLC WorldShare Platform Terms and Conditions

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1. DEFINITIONS

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E. “Data” means bibliographic data and other information (including text, images and other content contributed to the WorldShare Platform by other users) made available to You by OCLC or its suppliers through the WorldShare Platform.

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G. “OCLC WorldShare Platform” (or “WorldShare Platform”) means the Data, web services and other functionalities made available to You by OCLC through the OCLC WorldShare Platform websites.

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   iii. distribution, display or disclosure of Data except to the extent reasonably incidental to Non-Commercial Use; and

   iv. permanent or long-term storage of material amounts of Data (including, but not limited to, creation of or repackaging in a database containing material amounts of Data).

   v. use of the WorldShare Platform in connection with mass e-mailings, promotions, advertising, or solicitations (such as "spam"), including, without limitation, commercial advertising, informational announcements, and mail bombing; and

   vi. introduction of viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the WorldShare Platform.

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E. **Passwords and Account Security.** You agree and understand that You are responsible for maintaining the confidentiality of passwords and web service keys ("WSKey") associated with any account You use to access the the WorldShare Platform. Accordingly, You agree that you will be solely responsible for all activities that occur under Your account. If you become aware of any
Unauthorized use of your password or your account, you agree to notify OCLC immediately at support@oclc.org (+1-614-764-6000, ext. 3510)

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I. Acquisition and maintenance of Internet and other telecommunications connections, services, equipment and facilities necessary for You to access the WorldShare Platform are Your sole responsibility.

4. MATERIAL BREACH

OCLC may, in its sole discretion, take measures to suspend your access to the WorldShare Platform immediately upon your material breach of these Terms pending Your correction of such breach. Egregious or habitual breaches of these Terms may result in permanent suspension of Your access to the WorldShare Platform.

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A. You are responsible for all damages, liabilities, losses, costs and expenses (including attorneys’ fees) incurred by OCLC, its subsidiaries and affiliates and/or their respective suppliers (including those incurred in connection with third-party claims) as a result of your breach of these Terms.

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D. Neither party shall have any liability or obligation to the other for indirect, incidental, consequential or exemplary damages (including, without limitation, lost profits, loss of business, or loss of or damage to data) whether based on contract, tort or any other legal theory and regardless of whether a party foresaw such damages.

6. MISCELLANEOUS

A. These Terms constitute the complete, final and exclusive statement of the parties’ agreement with respect to the subject matter hereof and, except as specified in Section 3.B above, are 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 these Terms. These Terms may be modified only by means of a written document executed by each of the parties.

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respective conflict of laws principles. The United Nations Convention on
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D. OCLC and/or its suppliers shall not be liable for any failure or delay in
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accident, strikes, governmental actions, delay or failure of suppliers, or delay or
failure of the OCLC systems or other difficulties with telecommunications
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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.
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EXHIBIT A

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