

# ASCRL MEMBERSHIP AGREEMENT

## TERMS AND CONDITIONS

ASCRL MEMBERSHIP AGREEMENT v.6.21.2024

**[Important Note: This agreement contains arbitration and jurisdiction selection clauses. See Parts V, VI, and VII.]**

This agreement is between You and “ASCRL,” as follows:

The American Society for Collective Rights Licensing, Inc., is an independent collecting, administration, and distribution society whose mission it is to serve Authors and Copyright Owners of visual works. As used in this ASCRL Membership Agreement and the ASCRL Mandate, the term “ASCRL” means the American Society for Collective Rights Licensing, Inc.

The term “You,” and or “you,” (and possession forms), shall mean and refer to the author and / or copyright owner for whom the ASCRL Membership Agreement and or ASCRL Mandate are submitted. The terms also include any person, firm, or entity owned or controlled by you.

The term “ASCRL Membership Agreement” means the ASCRL Membership agreement, as amended from time to time in accordance with the terms of the ASCRL Membership Agreement, and it includes seven (VII) sections:

**Part I.** Qualifying and Maintaining ASCRL Membership. (This section explains conditions for membership and maintaining membership status).

**Part II.** The ASCRL Mandate. (This section is where you authorize ASCRL to represent your foreign reprographic rights)

**Part III.** The ASCRL Reprographic Fund Policy. (This section explains how the reprographic rights are administered in foreign countries and where the foreign funds come from).

**Part IV.** The ASCRL Claims And Distribution Process. (This section explains how the ASCRL claims system works and how it is administered by ASCRL).

**Part V.** The ASCRL Standard Legal Terms. (This section contains legal terms that apply to the ASCRL Mandate and Membership Agreement. [This section contains an arbitration clause and a jurisdiction selection clause.](#)).

**Part VI.** The Agency Agreement. (This section contains terms that are applicable if you appoint an agent to receive funds for you).

**Part VII.** ASCRL Privacy Policy and Statement of Compliance with General Data Protection Rules. (This section contains GDPR rules. [This section contains an arbitration and jurisdiction selection clause.](#)).

The term “ASCRL Mandate” means the ASCRL Mandate that is in effect from time to time, and as amended in accordance with the ASCRL Mandate, and the ASCRL Membership Agreement. The ASCRL Mandate may be separately executed by you, for example, when you register as an ASCRL Member. The ASCRL Mandate incorporates, and is subject to the terms of, the ASCRL Membership Agreement.

By clicking the “accept” button below, by using the ASCRL web portal, and or by accepting funds distributed by ASCRL, you represent and agree that you have familiarized yourself with the ASCRL Mandate and the ASCRL Membership Agreement viewable. (These documents also appear on the ASCRL Website). You further and expressly agree to be bound by all of the terms of the ASCRL Mandate and the ASCRL Membership Agreement, which are legally binding documents.

## PART I. ASCRL MEMBERSHIP AGREEMENT

### QUALIFYING FOR AND MAINTAINING ASCRL MEMBERSHIP.

#### **A. Eligibility.**

You warrant and represent that you meet the eligibility requirements for membership in ASCRL because one or more of the following apply to you:

(i) You are a **United States Citizen**, and you are:

the **Author** of photographic and / or visual artwork that has been published in the United States and / or in a Foreign Country, and / or

the **Owner of Copyright** in photographic and / or visual artwork that has been published in the United States and or in a Foreign Country, or

(ii) You are a **Foreign National** and you are:

the **Author** of photographic and / or other visual artwork that is **published in the United States** (a U.S. publication) that is distributed outside of the United States, and / or

a **Copyright Owner** in photographic and /or other visual artwork **published in the United States** (a U.S. Publication) that is distributed outside of the United States.

#### **B. Duplication of Membership Prohibited.**

You agree that you shall submit no more than one Membership Agreement and ASCRL Mandate for the work of which you are author and or copyright owner (even if you own copyright in the works of other authors).

You shall not submit a Membership Agreement in the name of any other person, firm, or entity, if you, or a person, firm, or entity owned or controlled by you, owns or controls the other person, firm or entity, or if you receive reprographic funds from ASCRL through such other person, firm, or entity.

A registration shall be deemed to be in Your name if it is in your name, or in the name of a person, firm or entity owned or controlled by you, or if you receive reprographic funds from such entity.

For the purposes of this Membership Agreement the term You means and refers to the author or copyright owner who is the subject of the Membership Agreement and ASCRL Mandate; the term You does not refer to such person's agent.

### ***C. Splitting Claims Prohibited.***

You shall not appoint or assign to any person, firm, or entity, to qualify for, to create eligibility for, or to receive, (nor shall you form any enterprise the function of which is to qualify for, to create eligibility for, or to receive) a duplicate or overlapping distribution of the reprographic funds for which you may become eligible as an ASCRL Member.

### ***D. Membership Information.***

You agree to provide true and accurate information concerning your registration, eligibility for distributions, publication information, and distribution information including, but not limited to, contact information, current email, tax identification, identification verification, bank information for distributions, repertory information, and your publications (including their number and frequency), and other requested publication details). You shall keep and maintain any information that you use for the purposes of reporting your publication history (including, without limitation, copies of the publications of the works that you report for qualification for eligibility, any that you report for publication frequency, and any that you report for author and or title specific distributions). You shall provide to ASCRL proof of the publication information, if requested by ASCRL, within thirty (30) days of ASCRL's request

for the information. If you violate the terms of this provision of the ASCRL Membership Agreement, ASCRL may, without ASCRL's waiver of any other remedy, and without constituting an election of remedies, cancel any pending distributions to you, withhold further distributions to you, seek reimbursement of distributions for which records are requested and not provided, and or terminate your membership, in addition to seeking any other remedy available in law and in equity. If you willfully provide false information causing ASCRL to distribute funds to you to which you are not entitled, ASCRL shall be entitled to recover from you three (3) times the amount of any distribution issued to you or your designated agent in your behalf, plus any legal fees and or costs that ASCRL incurs for the purposes of obtaining the recovery.

### ***E. Legal Status of Members***

(i) Pursuant to section 404.01(c) of the District of Columbia Corporation Law, and subject to the limitations of Section 29-401.02(24) an author or visual arts copyright owner may become a Member in ASCRL ("ASCRL Member") by executing in accordance with ASCRL policies and rules, and the directives of the ASCRL Board of Directors, the ASCRL Mandate and ASCRL Membership Agreement.

(ii) Pursuant to Title 29, Section 404.01(c) of the District of Columbia Corporation Law, the articles of incorporation or bylaws of a nonprofit Corporation in the District of Columbia may designate a person as a "member" who is not within the legal definition of a "member" under the District of Columbia Corporation Law § 29-401.02(24). Such a person, regardless of designation as a member in this ASCRL Membership Agreement, shall not be deemed a "member" as that term is used in the District of Columbia Corporation Law Title 29. Because you shall not be deemed to be a member as the term is used in the District of Columbia Corporation Law, you shall not have the obligations or rights of a member therein set forth. Your terms of your membership are those that are set forth in this ASCRL Membership Agreement, the ASCRL by-laws, and the ASCRL articles of incorporation.

## **PART II. ASCRL MEMBERSHIP AGREEMENT**

### **YOUR AUTHORIZATION TO ASCRL**

### **THE ASCRL MANDATE**

The term ASCRL Mandate shall mean and refer to this Part II of the ASCRL Membership Agreement, which is subject to all of the terms and provisions of the ASCRL Membership Agreement.

### ***A. ASCRL Representation.***

By becoming an ASCRL Member, and by agreeing to this ASCRL Mandate, you give to ASCRL the sole and exclusive right to represent for all purposes the Reprographic Rights in the visual work that you have authored and in any in which you own copyright in accordance with the terms of this ASCRL Mandate.

### ***B. Collection, Administration, and Distribution.***

In connection with its representation of the Reprographic Rights, ASCRL will collect, administer, and distribute the reprographic funds covered by this ASCRL Mandate in its own name, subject to the terms of the Mandate, and in accordance with the ASCRL Membership Agreement (as either or both may be amended from time to time by ASCRL's Board of Directors).

### ***C. Ancillary Authorizations.***

For the purposes of representing the Reprographic Rights, and or collecting, administering, and distributing the reprographic funds covered by this Mandate you also grant to ASCRL any nonexclusive rights, and incidental authorizations, that may be necessary for, or incidental to, ASCRL's accomplishment of the purposes stated in this Mandate.

### ***D. Authority to Negotiate and Represent in Foreign Governmental Proceedings & Audits.***

You authorize ASCRL to represent your ***Reprographic Rights*** in connection with rate setting proceedings under foreign law, foreign administrative actions, foreign hearings, foreign litigation, and foreign appeals in connection with your Reprographic Rights and or reprographic funds. You further authorize ASCRL to settle audit claims limited to underpayment of reprographic funds identified by an auditor retained by ASCRL and brought to recover reprographic funds under foreign laws and regulations, provided such audit settlements are approved by the ASCRL Board of Directors or an appropriate

committee thereof. Amounts recovered from such an audit shall be distributed in accordance with ASCRL's then in effect distribution policies. You shall not similarly authorize any other person or entity to undertake such activities on a collective basis for You as an author or owner of copyright in visual work. The authorizations provided for in this paragraph may be exercised jointly and severally by ASCRL and or its sister societies under the bilateral and unilateral agreements existing between them from time to time.

### ***E. Enforcement of Mandate.***

ASCRL does not pursue copyright infringement claims for the violation of any copyright that you may hold under U.S. law (Title 17 of the United States Code, Section 106). You therefore authorize ASCRL to enforce only the Reprographic Rights and to collect the Reprographic Revenues granted in the ASCRL Mandate and ASCRL is authorized in its sole judgment and at its sole expense: (i) to commence and prosecute litigation, in the name of ASCRL, its members, or others in whose name the Reprographic Rights are owned (or controlled) and in which for a Member they may be held; (ii) to collect and receive damages arising from infringement of the Reprographic Rights; (iii) to join a Member or others in whose names visual works owned (or controlled) by a Member may be held as parties plaintiff or defendant in any litigation involving such Reprographic Rights; or (iv) to release, compromise, or refer to arbitration any claims or actions involving infringement of such rights, in the same manner and to the same extent as the Member could. You hereby make, constitute, and appoint ASCRL, or its designated successor, as your true and lawful attorney in fact, irrevocably during the term of the ASCRL Membership Agreement, to do at ASCRL's election all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages relating to the infringement or other violation of your Reprographic Rights and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation thereto, in the name of ASCRL or its successor, or in the name of any Member or otherwise. Amounts recovered from such enforcement shall be distributed in accordance with ASCRL's then in effect distribution policies, after recoupment of and net of applicable legal fees and costs.

### ***F. Conflicting Mandates.***

(i) Priority of this Agreement and Mandate. You direct and agree that, while this ASCRL Membership Agreement and the ASCRL Mandate are in effect, the ASCRL Membership Agreement and the ASCRL Mandate shall supersede any conflicting or inconsistent provisions of any other membership agreement or mandate or authorization given at any time by you for any work that you have authored or in which you own copyright, except for any future agreement or mandate that is authorized by ASCRL.

(ii) Revocation of Conflicting Mandates. You also direct and agree that the ASCRL Membership Agreement and ASCRL Mandate revoke and nullify any and all conflicting or inconsistent mandates and authorizations that you give, or have given, to any other entity or person that is collecting the reprographic funds that are covered by the ASCRL Membership Agreement and ASCRL Mandate while they are in effect.

### ***G. Covered Works.***

Your Mandate applies to Reprographic Rights and reprographic funds for any visual work of which you are the author and to any in which you own copyright, including your existing and future visual work(s) (except if you are a Foreign National it does not apply to any visual work of which you are the author or in which you own copyright that is published only outside of the United States). (Future work(s) include visual works created by you after you submit your Mandate and while your Mandate remains in effect, and to visual work(s) in which you become the copyright owner after you submit your Mandate and while your Mandate remains effect).

### ***H. Modifications and Revisions to the ASCRL Mandate.***

The terms of this ASCRL Mandate may be modified by ASCRL at any time for any reason. Such revised terms shall be published on the ASCRL website. You shall be responsible for monitoring the ASCRL website for changes and revisions to the terms of this Mandate. Any revised terms shall become binding upon you the earlier of a) your agreement to the terms on the ASCRL web portal, b) your receipt of funds after the publication of the publication of the revised terms, or c) sixty (60) days from publication, unless you terminate your ASCRL Membership and Mandate in accordance with the terms of this agreement. Execution of a prior version of this ASCRL Membership Agreement, as stated in the terms of the prior version of this ASCRL Membership Agreement, constitutes your consent to this version of the ASCRL Membership Agreement, unless you have terminated your membership in accordance with the terms of the prior Membership Agreement.

### ***I. Termination.***

You may terminate the authorizations you are providing in this ASCRL Mandate by terminating your ASCRL Membership in accordance with the terms of this ASCRL Membership Agreement. If you terminate your ASCRL Membership, ASCRL will cease to represent your Reprographic Rights after the effective date of termination (unless you rejoin), and accordingly, as of the effective date of termination, the authorizations that you have given to ASCRL in the ASCRL Mandate, Part II, paragraphs A, B (insofar as it applies to you), C, E, and G shall cease to be in effect. The other terms of the ASCRL Membership Agreement and ASCRL Mandate shall survive and continue after termination to govern any rights and or obligations that existed or that were created, prior to the effective date of termination.

## PART III. ASCRL MEMBERSHIP AGREEMENT

### ASCRL REPROGRAPHIC RIGHTS AND FUNDS POLICY

#### ***A. Reprographic Rights.***

The “Reprographic Rights” covered by the ASCRL Membership Agreement and the ASCRL Mandate include those rights that are derived from:

- (i) Statutory systems in foreign countries where foreign law establishes permissible uses and rates.
  
- (ii) Compulsory systems in foreign countries where foreign law establishes permissible uses and where the rates are negotiated by a foreign collective.
  
- (iii) Extended compulsory systems in foreign countries in which foreign law establishes permissible uses and where rates are negotiated by a foreign collective and where non collective members may apply for funds.
  
- (iv) Mandatory administrative systems in foreign countries where foreign law mandates that administration of use fees takes place through a collective.

(v) Obligatory collective systems in foreign countries where, under foreign law, the administration of rights is voluntary but the foreign law mandates that rights owners be represented by a collective for administration.

(vi) Operator, equipment, copier, and or media tax and or levy systems in foreign countries where foreign law mandates taxes, levies, fees, and other collections for operators, equipment, and or copying (including for example and without limitation private copying) in a foreign country.

(vii) Collective systems in foreign countries where uses, rates, and or fees are established or negotiated by a foreign collective.

(viii) Resale Rights systems in foreign countries and in the United States where fees are set by law.

(ix) Additional rights that may be recognized by foreign countries under foreign legal systems, where such legal systems provide for involuntary representation or administration of rights and do not require the direct consent of copyright owners or authors for the purpose of collecting, administering, and or distributing funds (including, without limitation, public lending, digital lending, and or library lending rights).

(x) In the event that ASCRL engages in and administers a domestic collective licensing system for any collective licenses in the United States, the "Reprographic Rights" covered by the ASCRL Membership Agreement and the ASCRL Mandate will include any rights necessary for ASCRL's representation of you in any such collective licensing system and for your participation in any such collective licensing system, provided that You affirmatively opt in to such system. The means for you to opt in to any such system will be provided, in the event of the implementation of any such system, on the ASCRL web platform.

If you do not affirmatively opt in to such a domestic system on the web portal ASCRL will not represent you in such a system and you will not be entitled to participate in remuneration ASCRL distributes as part of the system.

Your participation or lack of participation in such a system is solely your choice and you will not lose any rights of remuneration from foreign systems if you decline participation in a domestic system for any reason whatsoever.

### ***B. Exclusions for Member's Copyright and Direct Licensing***

As a collecting society, ASCRL does not engage in the direct, primary, individual licensing of your work, and ASCRL does not obtain the copyright in your work. You remain the owner of any copyrights in which you are vested, and you are free to engage in any licensing activity that the law may allow.

In the ASCRL Mandate and in the Membership Agreement you are only authorizing ASCRL to represent Reprographic Rights, and to collect, administer, and to distribute reprographic funds for "visual work" (including photographic and other visual artworks) that derive from foreign countries with legal systems that require or allow that such funds be collected, administered, and distributed on a collective basis, and to represent the Reprographic rights you have opted into, if any, and in accordance with the terms of this agreement for the domestic collective licensing systems that ASCRL administers in the United States.

### ***C. Reprographic Funds.***

The "reprographic funds" covered by this Mandate include any and all funds that may be received by ASCRL that are derived from foreign Reprographic Rights from organizations and /or foreign collecting societies under foreign law, and that may be received by ASCRL that are derived from domestic collective licensing systems administered by ASCRL in the United States, in which you have affirmatively opted to participate.

## **PART IV. ASCRL MEMBERSHIP AGREEMENT**

# ASCRL DISTRIBUTION AND CLAIMS PROCEDURES

## COLLECTIONS AND DISTRIBUTIONS

### ***A. Collection Policies and Practices.***

ASCRL may endeavor from time to time to collect reprographic funds for Reprographic Rights from domestic collective licensing systems administered by ASCRL, from foreign reprographic rights organizations (“RROS”), and from collective management organizations (“CMOS”), (herein referred to as “Sister Societies”), in various foreign countries throughout the world. The ASCRL Board of Directors, in consultation with the ASCRL Board of Advisors, shall solely determine the sources and nature of collections domestically and from Sister Societies, and shall solely determine the terms and conditions of any agreements pursuant to which the collections shall be undertaken, administered, and distributed.

### ***B. Distribution and Claims Process and Procedures***

(i) General Funds, including Non-Author and or Non-Title Specific Funds, for which you are eligible, shall be distributable to you only in accordance with ASCRL’s policies and procedures for the distribution of such funds.

(ii) Author and or Title Specific Funds for which you are eligible shall be distributable to you only in accordance with ASCRL’s policies and procedures for the distribution of such funds.

(iii) ASCRL may from time to time establish distribution and claims periods for you to receive and or claim funds for which you may become eligible, and ASCRL may from time to time automatically process distributions to you without your submission of a claim.

(iv) You agree to maintain current information for the processing of any distributions and to submit any claims where required during the open claims period, through the ASCRL website application for the processing of claims.

(v) You shall provide complete and accurate information for the distribution of the funds, and shall provide any qualifying information that may be requested by ASCRL for the

purposes of processing distributions and claims. If you do not provide ALL required information, you shall not be entitled to receive remuneration for any distributions that were closed prior to the time ALL required information has been submitted to ASCRL.

(vi) You shall not be entitled to receive any funds if you are in violation of, or if you are not in strict compliance with, applicable distribution and claims processes and procedures, or the terms of the ASCRL Mandate or ASCRL Membership Agreement.

### ***C. Distribution Formulas and Rules.***

(i) Computations of Disbursements. The ASCRL Board of Directors, upon consultation with the ASCRL Board of Advisors, shall establish the distribution rules for automatic distributions and claims, and for each distribution and claims period. The determination of the Board of Directors concerning the rules to be employed for distributions and claims are final and binding, unless subsequently changed or modified by the Board of Directors. You agree to be bound by the distribution rules and all other rules established by ASCRL governing any and all distributions and claims for which you may become eligible.

(ii) Distribution Rules. Distribution rules are published, from time to time, by ASCRL on the ASCRL website. You agree to monitor the ASCRL website to familiarize yourself with the distribution rules applicable to distributions and claims.

(iii) Distribution amounts are dependent on several factors, including, without limitation a) contractual obligations to Sister Societies, b) the amounts collected and administration fees withheld by foreign societies at the source, c) the number of claimants eligible for distribution from an applicable fund pool, d) the types of claimants determined to be eligible to claim for a fund, e) the number of works and the frequency of their publication entitled to and qualifying for distributable amounts, f) reserves that may be established against fund pools for unclaimed funds, g) forfeitures and failed transactions and funds repatriated to distribution pools, h) amounts payable for fund processing, i) board established rules for weightings established by the Board of Directors based on the policy positions of the Board of Directors and the Board of Advisors concerning the class of claimants entitled to distributions and the basis upon which distributions might be made, i) the fees and retentions ASCRL establishes for the continued operation of the organization, its worldwide collections, fund administration and distribution, and the expenses associated therewith, and j) ceilings and floors for distributions that may be established by the ASCRL Board of Directors, and h) other factors as are applicable from time to time and as determined by the

ASCRL Board of Directors. ASCRL may change the distribution rules at any time for any reason and will publish such changes on the ASCRL website.

#### ***D. Formula Factors.***

(i) Basic Eligibility For Distributions and Claim Filing. In addition to the eligibility requirements for the domestic and foreign authors, you must be the author and or copyright owner of three (3) commercially published works. A commercially published work is one that appears in a publication for which you have been paid, or that appears in a publication that is for sale, that appears on the website of a commercial enterprise, or that is available on a website that is offered on a subscription basis, or that is a newspaper, magazine, journal, news reporting or editorial publication. You must provide at least three examples of your published works, including the title of your work, the publication (book/magazine or Journal/commercial website) in which it appears, and the ISBN number or ISSN number of the publication in which the work appears, or the complete URL of the qualifying website on which your work appears. You must preserve evidence of your three (3) publications and in the event you are audited you must present ASCRL with the evidence of publication.

(ii) Frequency of Publication. You must report the number of visual works that you have that have appeared in qualifying publications, and you must report the number of times those works have appeared in publications. You are not required to list each published work, and you are not required to list each publication in which the published work appears. However, you must preserve evidence of the information you provided, and in the event that you are audited you must present ASCRL with the evidence of publication. The frequency of your publications may be used by the ASCRL Board of Directors to give a weighting to the amount for which you may be eligible, relative to other authors or rights owners who may have greater or fewer publications, or whose works may be published with greater or lesser frequency.

(iii) Author or Title Specific Eligibility. Some RROs and CMOs report funds that are attributable to the works of certain authors, by title, by name, or both. If your name matches any of the names provided to ASCRL by the RRO or CMO, your eligibility for that fund pool will appear on the ASCRL website. If the title of the work is reported to ASCRL by the RRO or CMO, but not your name, ASCRL may match that title to any title you enter. If you do not wish to receive title specific distributions, you do not need to enter any titles in addition to your three (3) titles required for basic eligibility. If you do not apply for a title during any applicable distribution or claims period you will forfeit your eligibility for the title as of the close of the distribution or claims period, and any funds attributable to you will be vested in

ASCRL for operations or will be redistributed in whole or in part to a fund pool as determined by the Board of Directors.

(iv) The ASCRL Board of Directors, upon consultation with the ASCRL Board of Advisors, shall determine the factors considered in, and the rules applicable to distributions to members. The factors and rules may take into account information provided by their rules and regulations, information that is provided from surveys, audits, and samplings, and other information deemed relevant to the Board of Directors. In the event that you disagree with the applicable factors or rules, you may terminate your mandate and membership at any time prior to your receiving a distribution payable under the applicable factors or rules, in accordance with the termination provisions of this ASCRL Membership Agreement. ASCRL may publish the specific rules applicable, from time to time, to any particular distribution or claims period on the ASCRL website. Such termination shall be your sole and exclusive remedy with respect to any dispute that you may have regarding such factors and or rules.

### ***E. Receiving Distributions and Filing Claims***

You must be an active member of ASCRL in order to be eligible for funds, and in order to receive distributions and to make claims. Distribution and claims periods for the distribution and claims pools for which you are eligible are usually established by ASCRL one or more times per year, and the distributions and claims periods are open or closed in the discretion of ASCRL. Your active membership in ASCRL may make you eligible for automatic distributions, and eligible to make a claim for, distributions and claims pools for which you may be eligible. In order to receive a distribution or to make a claim, you must be an active member of ASCRL and any information required by ASCRL must be fully completed by you. If you do not have fully completed information or if you fail to make a claim during the claims period, you will forfeit your eligibility and any funds to which you may otherwise have received or claimed and funds that may be otherwise applicable to you will be redistributed to other recipients in fund pools as determined by the ASCRL Board of Directors under the supervision of the ASCRL Advisory Board.

### ***F. Un-distributable Royalties.***

If ASCRL is unable to distribute your share of reprographic funds from any distribution or claims period for any reason (e.g., and without limitation, because you do not make a claim, or because you do not provide necessary information or because ASCRL is unable to locate you or process funds at the time a distribution is to be made), then ASCRL may reserve your reprographic funds for distribution to you, and may solicit such information or make efforts to locate you in accordance with ASCRL's policies, as modified from time to time, for a

period of one (1) year after the close of the claims period (the "Reserve Period"), which period ASCRL may extend or shorten in its sole discretion.

### ***G. Forfeitures.***

Your rights to reprographic funds shall become vested in you upon and only upon your actual receipt of reprographic funds from ASCRL, and not upon the establishment of your membership, a distribution, a claims period, your eligibility, or your submission of a claim. At the end of the Reserve Period, any and all right, title and interest to any undistributed reprographic funds not distributed to and received by you prior to the expiration of the Reserve Period, including without limitation any resulting from failed transactions arising from your provision of faulty, expired, incomplete, or inaccurate payment or other membership information, shall remain fully and absolutely vested in ASCRL, and ASCRL may use the un-distributable reprographic funds to offset costs of administration and operations. Upon forfeiture, you shall have no claim, title, or interest to the forfeited reprographic funds. Notwithstanding the foregoing, reprographic funds may be returnable to the applicable foreign Sister Society in accordance with ASCRL's agreement with such organization, or may be redistributed, in whole or in part, to other ASCRL members, as determined from time to time, by the ASCRL Board of Directors. You agree to keep and maintain your dashboard, registration, and distribution and claims information current, and complete, and you shall be responsible for making sure that it is and that it remains accurate at all times.

### ***H. Agreement to Collection and Distribution Terms.***

You agree that all reprographic funds that are collected by ASCRL shall be shared and paid to ASCRL members in accordance with the ASCRL Mandate, and the ASCRL Membership Agreement, as they may be amended from time to time in accordance with the applicable provisions of this ASCRL Membership Agreement and ASCRL Mandate, and as determined by, and in accordance with, the rules that are established, from time to time, by the Board of Directors upon consultation with the ASCRL Board of Advisors.

### ***I. Errors and Delays in Processing.***

You agree that you shall fully cooperate with ASCRL for the purpose of correcting any errors that occur in connection with the processing of payments, and that you shall promptly

report to ASCRL any errors that you may discover. If you receive funds in error, you agree to return such funds. You further agree that ASCRL shall not be responsible for delays in processing, for technical errors, site upgrades, site maintenance, system interruptions, outages, pending changes in membership rules or amendments thereto, or for any delays beyond the exclusive control of ASCRL.

## **J. ASCRL Fees**

The administrative fees to be charged by ASCRL are established in the agreements that exist between ASCRL and the Sister Societies and are set in accordance with the laws applicable to ASCRL's dealings with such Sister Societies and will be established by the ASCRL Board of Directors for domestic collective licensing systems in the event ASCRL engages in and administers such systems domestically within the United States. The fees are deducted from the domestic collective licensing revenue received by ASCRL and from amounts received from the Sister Societies. If no fees are specifically established in ASCRL's agreement with a Sister Society the administrative fee charged by ASCRL will be set by the ASCRL Board of Directors and will be deducted from amounts received from the Sister Society, and from domestic collective licensing collections in the event ASCRL engages in and administers a collective licensing system in the United States, not to exceed twenty five percent (25%) of the gross amount allocable to ASCRL for distribution. In addition to ASCRL's administrative fees, ASCRL may deduct from the domestically collected revenues and from the fees it receives from Sister Societies, an amount to be allocated by ASCRL to ASCRL Advocacy and Cultural programs, as determined by the ASCRL Board of Directors, that is up to two percent (2%) of the total received.

## PART V. ASCRL MEMBERSHIP AGREEMENT

### ADDITIONAL LEGAL MATTERS

**[Important Note: This agreement contains an arbitration clause and a jurisdiction selection clause.]**

## INDEMNITIES

### **A. Indemnification for Member Breach.**

You shall indemnify, protect, defend, and hold harmless, ASCRL, its directors, officers, board members, employees, agents, contractors, and those acting under ASCRL's authorization (including, without limitation its Sister Societies, and their officers, directors, members, employees and agents), from any and all claims, demands, actions, proceedings, damages, and costs, (including without limitation attorneys' fees, arbitration fees, and court costs) that they may incur by reason of your breach of this ASCRL Membership Agreement, or the ASCRL Mandate, or any of the covenants or conditions therein.

### ***B. Indemnification for ASCRL and Related party Acts and Omissions.***

You shall further indemnify, protect, defend, and hold harmless ASCRL, its directors, officers, board members, employees, agents, contractors, and those acting under ASCRL's authorization (including, without limitation its Sister Societies, and their officers, directors, members, employees and agents), from any and all claims demands, actions, proceedings, which you have or may bring, and from and for any damages, costs, fees (including without limitation legal, investigation, expert, and court costs) they may incur that are connected therewith, that arise from or in connection with their own acts and or omissions, except for any that are due to their own willful wrongdoing, their sole negligence, or that violate federal or state law.

## **DISPUTES**

### ***A. Resolution of Disputes.***

If a dispute arises between you and ASCRL, or its Directors, Officers, Agents, or Employees, (herein "ASCRL Related Parties") concerning or arising out of the ASCRL Membership Agreement or the ASCRL Mandate, and / or any ASCRL operations of the acts of any of the ASCRL Related Parties, including without limitation any dispute concerning the scope and enforceability of this arbitration provision, it shall be resolved exclusively by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association, in Washington, D.C., and the decision of the arbitrator shall be final, binding, and enterable in any court having jurisdiction. To the extent that there is a conflict between this paragraph and Section VII of this agreement, Section VII shall govern as to matters arising thereunder.

### ***B. Arbitration Costs.***

In the event that ASCRL or any ASCRL Related Parties prevail in any arbitration or suit you commence against ASCRL, or any ASCRL Related Party, you shall reimburse ASCRL and the ASCRL Related Party for all liabilities, including without limitation legal fees, investigation costs, arbitration costs, and other costs, that they incur in connection with the arbitration and suit, as applicable, together with pre and post judgment simple interest accruing on the part of any and all unpaid awards at the legal rate applicable in the District of Columbia until such liabilities are paid to ASCRL in full. To the extent that there is a conflict between this paragraph and Section VII of this agreement, Section VII shall govern as to matters arising thereunder.

### ***C. Class Action Waiver.***

No dispute between you and ASCRL shall be joined or consolidated in any class action or be joined or combined in any other dispute with any other ASCRL member. Any arbitration will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Unless both you and ASCRL agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### ***D. Applicable Law.***

This Agreement and the ASCRL Mandate shall be construed under and in accordance with the laws of the District of Columbia, without regard to its rules for the resolution of conflicts of law. This agreement shall be construed in the English language.

### ***E. Jurisdiction and Venue.***

You consent to the personal jurisdiction of the Courts of the District of Columbia and agree that the courts of the District of Columbia shall have jurisdiction over and be the exclusive venue for any and all matters that may properly be brought before a court.

### ***F. Default.***

In the event that you fail to appear for any arbitration of any legal proceeding, after notice thereof properly served upon you, the arbitrator or court, as applicable, shall order judgment against you on the claim or matter submitted to the arbitration or court.

### ***G. ASCRL Treatment of Disputes Between Members and Between Members and Agents.***

In the event that ASCRL is notified of a dispute between you and any other member, or any agent, that might affect any rights or liabilities between ASCRL and you, the members, and or the agent, ASCRL may

(i) create a reserve and withhold any distributions to you, the member, and or the agent until the dispute is amicably resolved, and if the dispute is not amicably resolved within ninety (90) days,

(ii) notify you, the member, and the agent, as applicable, that the dispute must be resolved by final and binding arbitration.

In the event that you are notified that the dispute must be resolved by binding arbitration, you, the member, and or the agent, as the case may be, shall commence arbitration within 45 days, and shall diligently pursue and obtain an arbitration order resolving the dispute prior to the expiration of the reserve period that follows the distribution or claims period to which the dispute pertains. If an arbitration order resolving the dispute is not provided within 12 months of ASCRL's notification to you that the dispute must be resolved by final and binding arbitration, any funds that are the subject of the dispute shall be forfeited and shall be distributed in accordance with the rules for the forfeiture or reserves set by the ASCRL Board of Directors.

## **LIMITATIONS UPON LIABILITY**

### ***A. Incidental, Consequential, and other Damages.***

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ASCRL OR ITS SISTER SOCIETIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ASCRL'S SERVICES, OR ASCRL'S FAILURE TO PROVIDE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ASCRL AND OR ITS SISTER SOCIETIES HAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY ASCRL SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE MEMBERSHIP TO TERMINATE YOUR MANDATE IN ACCORDANCE WITH THE TERMS OF THE MEMBERSHIP AGREEMENT.

## ***B. RELATIONSHIP OF THE PARTIES***

You understand and agree that you and ASCRL are independent entities and are independent contractors. You agree that you and ASCRL are not in a partnership or joint adventure, and that you are not in a principal and agent, employer-employee, or in a fiduciary relationship with ASCRL. ASCRL's and your rights and obligations are determined solely by this ASCRL Membership Agreement and the ASCRL Mandate.

## ***C. AMENDMENTS***

The ASCRL Membership Agreement and ASCRL Mandate may be modified at any time by the ASCRL Board of Directors, under the supervision of the ASCRL Advisory Board. Modifications shall become effective sixty (60) days after they are published on the ASCRL Website. You agree to routinely monitor the ASCRL website and if you do not agree with the modified terms you may terminate the authorizations provided in the ASRL Mandate and you may terminate your membership in ASCRL in accordance with the provisions of the ASCRL Mandate and the ASCRL Membership Agreement. The amended terms shall become binding upon you when they become effective if you have not terminated prior to the effective date of the amended terms. The terms of the ASCRL Membership Agreement, as it may be amended from time to time, in accordance with ASCRL's published Membership Agreement terms, are incorporated in, and shall be deemed to be a part of, the ASCRL Mandate. If there is a conflict between the Mandate and any term or provision of the ASCRL Membership Agreement, the terms and provisions of the ASCRL Membership Agreement, as amended and as effective, from time to time, shall govern.

## *EXECUTION OF THE ASCRL MEMBERSHIP AGREEMENT AND MANDATE*

You acknowledge that you have read and that you agree to the ASCRL Membership Agreement and ASCRL Mandate. You also warrant and represent that you have the legal power and authority to, and are under no legal disability to, enter into the ASCRL Membership Agreement and ASCRL Mandate and that you execute them as your own free act and deed.

## TERMINATION of MEMBERSHIP

Only ASCRL Members may terminate their membership. You may terminate your ASCRL Membership on your ASCRL Dashboard on the ASCRL website, and to be effective, the termination must be done on your Dashboard. If you have not individually registered with ASCRL because you were or are registered through an agent, you must log in to the ASCRL web portal using your ASCRL registered email, individually confirm your agreement to the ASCRL Membership Agreement terms and conditions, and then process your termination request on the web portal. Other forms of termination will not be processed or become effective without the express written consent of ASCRL. Termination of your ASCRL Membership shall become effective upon your submission of your termination request on the ASCRL website in the manner specified herein.

When you terminate your ASCRL Membership, a) ASCRL will cease to represent your Reprographic Rights after the effective date of termination (unless you rejoin ASCRL) (accordingly, as of the effective date of termination, the authorizations that you have given to ASCRL in the ASCRL Mandate, Part II, paragraphs A, B (insofar as it applies to you), C, G, and E, shall cease to be in effect), b) as of the effective date of termination, you will cease to become eligible for distributions from ASCRL (unless you re-join, and except for claims that you submitted before you terminated your ASCRL Membership), c) you will no longer receive distributions or be able to submit claims for distributions, and d) your access to the ASCRL Dashboard and Dashboard related information may be disabled and terminated. Termination of your ASCRL Membership shall not affect any other rights or obligations accruing prior to termination and the terms of the ASCRL Membership Agreement shall otherwise survive termination and continue to be in effect.

## PART VI. ASCRL MEMBERSHIP AGREEMENT

### AGENCY TERMS

**A. Agent Appointment.** Your membership may be managed by an Agent and reprographic funds distributable to you may be payable to an agent. The designation of an agent may be created by the ASCRL Member's agent directly on the ASCRL web portal.

By registering an ASCRL Member, and by clicking the "accept" button on the ASCRL web portal, by using the ASCRL web portal, and or by accepting funds in behalf of an ASCRL Member, the Agent, in its own behalf, and for itself, and in the Member's behalf, and for the Member, warrants, represents, and agrees:

i. That the Agent has the legal power and authority to agree to the terms of the Membership Agreement that are applicable to ASCRL Members and Agents, and to bind each ASCRL Member for whom the Agent submits a registration to all of the terms and provisions of the ASCRL Membership Agreement, and that the ASCRL Member and Agent do agree to be bound by all of the terms and conditions of the ASCRL Membership Agreement, as it is in effect and as may be modified from time to time, in accordance with the provisions thereof.

ii. The Agent's appointment and authority shall be exclusive while in effect.

iii. Subject to the other terms of the ASCRL Membership Agreement, the appointment of the Agent shall be for the purposes of all dealings with ASCRL (including without limitation, agreeing to the ASCRL Mandate, ASCRL Membership Agreement, amendments thereof, all financial transactions, payment instructions, termination of agency, and all other matters with ASCRL, except it shall not be for the purposes of membership termination which can be effectuated only by the member themselves).

iv. While the appointment is in effect, ASCRL, and those acting under its instruction, shall be entitled to rely exclusively upon all acts, deeds, and omissions of the Agent, which shall be binding upon the Member except as to the Member's termination of ASCRL membership, the same as if the agent's acts, deeds, and omissions were that of the Member.

v. That the Agent during their appointment has the full power, and authority, to act on behalf of the Member for the purposes authorized by this agreement, and shall fully, faithfully, and completely perform all acts authorized by this agreement for the Member, including without limitation the provision of accurate and complete information for the Agent and for the ASCRL Member that the Agent represents.

This section contains an arbitration clause and a jurisdiction selection clause.

vi. If a dispute arises concerning this agreement, the Agent, and or Member, and any dealings between them or with them, it shall be resolved exclusively by binding arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association, in Washington, D.C., and the decision of the arbitrator shall be final, binding, and enterable in any court having jurisdiction.

vii. In any action or proceeding between the Agent and Member that is involving ASCRL, the dispute shall be resolved under and in accordance with the laws of the District of Columbia, without regard to its rules for the resolution of conflicts of law. The courts of the District of Columbia shall have exclusive jurisdiction and venue over any and all matters not to be resolved by arbitration as herein provided for, and that may properly be brought before a court.

viii. The Agent's registration of a Member shall bind the Member to all of the terms and conditions of the ASCRL Membership Agreement, the same as if the Member personally signed the agreement.

ix. The Agent and each member for whom the Agent submits a registration, shall be jointly and severally responsible for compliance with the terms of the ASCRL Membership Agreement.

## ***B. Ending an Agency Appointment.***

The Agent may end the Agent's appointment by noticing the end of the agency relationship on the ASCRL web portal. The end of the agency appointment shall be effective when ASCRL receives the notice on the web portal, except that if the agency appointment is ended while a distribution is being processed, the distribution that is in process may be completed. The ending of an agency appointment by your Agent does not constitute a termination of your membership or eligibility to receive funds.

The individual ASCRL member may notify ASCRL of the end of an agency appointment between the member and the Agent by giving ASCRL written notice at Data@ASCRL.ORG. Upon receipt of such notice, the Agent shall be disassociated from the member. Ending an agency appointment does not constitute a termination of your membership or eligibility to receive funds.

The Agent's appointment for the purposes of dealing with ASCRL can be ended by ASCRL at any time, for any reason, for cause, and or without any case. ASCRL shall determine, in its sole and absolute discretion, when the ending of the agency relationship between the agency and the member may be effective. ASCRL shall give the Agent notice that the appointment has been ended for the purposes of dealings with ASCRL by email at the email address registered with ASCRL by the Agent.

### ***C. Continuation and Termination of Membership***

i. In order to continue to receive payments as an ASCRL member after termination of an Agency relationship for the member, the member must individually comply with the provisions of the ASCRL Membership Agreement by logging in to the ASCRL web portal with their ASCRL registered email, and by registering their individual details and required information on the ASCRL web portal. It shall be the individual member's responsibility to log into the ASCRL web portal and update their ASCRL membership details, including personal details, publication information, tax and banking information, and other required information. At the end of the agency appointment, you shall modify your registration with ASCRL and update any changes needed to your account information to act in your own behalf. Upon ASCRL's receipt of a notice that the agency appointment has ended, the agent shall have, retain, and make no claim to any future ASCRL distributions to the ASCRL Member for whom the appointment has ended.

ii. In order to terminate an ASCRL Member's ASCRL membership, the ASCRL Member must comply with the provisions of Section VII of the ASCRL Membership Agreement.

#### ***D. Payments Pending Dispute.***

If a dispute arises in connection with a payment to you or the Agent, ASCRL may withhold the payment until the Agent and you obtain a final arbitration order directing ASCRL in regard to the payment. The member and or Agent may forfeit the payment if the arbitration is not resolved within twelve (12) months.

#### ***E. Indemnity.***

You and the Agent do jointly and severally agree to indemnify, protect, defend, and hold harmless, ASCRL, its officers directors, employees, and agents (herein the "indemnified parties") from and for any and all claims, demands, actions, proceedings, liability, and costs (including legal fees, investigation fees, administration fees, arbitration fees, and or court costs), that they may incur and or that may arise out of or in connection with any acts taken by the Agent or you, and or any of the indemnified parties' own acts (except those that constitute a violation of federal or state statute, that constitute a willful tort, or that arise solely from their own gross negligence) and that concern their dealings with you and the Agent. This indemnity supplements and does not replace any other indemnity you provide to the indemnified parties.

#### ***F. Relationship Of The Parties***

The member's Agent and ASCRL are independent contractors to each other, and are not joint adventurers, partners, fiduciaries, or agents of each other. Any terms of agreement that are established as between an Agent and any person who may be a Member are set by the Agent and the person who may be a Member. ASCRL is not a party to any such agreement and ASCRL shall have no responsibility for either's compliance with any agreement they may have with each other.

#### ***G. SURVIVAL***

The provisions of Section VI(A)(i), (vi),(vii), (viii), (ix) and VI(I)(B),(C),(D), and (E), survive termination of the agency relationship between the Agent and the ASCRL Member.

## VII. ASCRL MEMBERSHIP AGREEMENT

### ASCRL Privacy Policy and ASCRL Statement of Compliance With General Data Protection Rules

You agree to ASCRL's Privacy Policy and General Data Protection Rules.

You further expressly consent to ASCRL's processing your personal data for the purposes of ASCRL's compliance with and performance of the ASCRL Membership Agreement and ASCRL Mandate, for ASCRL's use in the conduct of its present and future business, for ASCRL's use for statistical, analytical, purposes in the course of ASCRL's business and in support thereof, and for the purposes of performing services for you and other ASCRL Members.

You understand and agree that your consent is given for the use of your personal data for the foregoing purposes, and as stated in ASCRL's Privacy Policy and Statement of Compliance With General Data Protection Rules, and for any other lawful purpose.

You further warrant and represent that you have read and agree to the ASCRL Privacy Policy and Statement of Compliance With General Data Protection Rules, which contains important information concerning your rights regarding your personal data.

The ASCRL Privacy Policy and Statement of Compliance With General Data Protection Rules may be changed or modified, consistent with law, by posting the change on the ASCRL website. Such change will become effective immediately when posted, and your explicit consent will be deemed to be given to the change at the time you access your membership account and or submit a claim, whichever is sooner.

# ASCRL Privacy Policy and ASCRL Statement of Compliance With General Data Protection Rules

ASCRL's legal name is the American Society for Collective Rights Licensing, Inc. ASCRL's business address is 1050 30th Street NW Washington, DC, 20007. ASCRL's website is [www.ASCRL.org](http://www.ASCRL.org). ASCRL is a controller of personal data and ASCRL determines the purposes and means of processing your personal data. ASCRL may also act as a processor of personal data. This privacy policy and statement of compliance with general data protection rules are designed to inform you about ASCRL's handling of personal data and important rights you have regarding your personal data.

## ***A. Your Personal Data.***

Your personal data includes your membership registration information, membership registration identification materials that you provide, your email, financial information pertaining to how you have directed ASCRL to make payments to or for you, information concerning who you may designate as a payment agent, information concerning remuneration that may be or that has been distributed to you, tax information you provide to ASCRL, and other information that ASCRL collects that relates to you and that is identifiable with you. Please note that ASCRL does not collect data concerning racial or ethnic origins, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometrical data, or health or sexual orientation data. ASCRL may also obtain personal data from organizations with whom ASCRL transacts business, including, for example, and not by way of limitation, reprographic rights organizations and collective management organizations, from whom ASCRL obtains funds in order to make reprographic remuneration distributions to members. ASCRL might also obtain personal data that concerns you from the International ISBN Agency or its affiliates, the International Organization for Standardization, publishers in whose works your authorship or copyrightable content is included, and from Internet or web-based platforms on which your work is published, as well as your legally appointed agents and representatives. ASCRL may also obtain personal data from international organizations that assign or manage interested party information ("IPI").

## ***B. What We Do With Your Data.***

ASCRL may process your personal data by performing certain operations with your data, including, for example, its inclusion in an ASCRL database, and by ASCRL computer reporting and computer and non-computer analysis functions that occur on and off of the computer database (such as the creation of financial reports, distribution histories, auditing, membership data reports, and other reports), and by other means that involve its collection,

recording, organization, structuring, storage, adaptation or alteration, and or its retrieval, consultation, use, disclosure by transmission, dissemination, or by making it available, or by its alignment and or combination, or by its restriction, erasure or destruction.

ASCRL may also outsource the processing of ASCRL business office functions to third party processing firms that assist us with the processing of our business operations and financial transactions. ASCRL does not authorize these entities to use or disclose your personal data except where they may do so for the payment purposes that they are authorized to perform, and for the purposes of reporting directly to ASCRL. ASCRL maintains a written confidentiality agreement with third party processing firms in which is included a condition that, at ASCRL's request, they destroy certain data, including personal data if ASCRL requests the same.

Recipients of your data may include the International Federation of Reproduction Rights Organizations, other reprographic rights organizations, other collective management organizations, trade associations that conduct or may conduct business with ASCRL, tax authorities such as the Internal Revenue Service, foreign tax authorities, state escheat authorities, banks and depository institutions. Some or all of these entities may not be the subject of an adequacy decision concerning the suitability of safeguards for the protection of data when transfer occurs. When transfer is made to an international organization or third country, ASCRL employs contractual clauses between the controller or processor and the controller, processor or the recipient of the personal data in the third country or international organization that concern the handling of personal data. ASCRL directors and employees may also have access to personal data for the purposes of performing the job functions.

Your personal data is not intended by ASCRL to be used for purposes that are not related to ASCRL's business. Although various entities and people may have access to personal data in the course of ASCRL's business, each entity's and person's access to personal data is typically restricted to the personal data each respectively needs in order to perform their designated functions for ASCRL, or to conduct their designated business with ASCRL, and accordingly each will not likely have, or be permitted access to, all of your personal data because it will not be needed for their particular function or for the conduct of their particular business.

### ***C. Why Do We Collect Your Data?***

We collect data for the following purposes and for the following legal reasons:

To perform ASCRL's business.

To contract for funds with sister reprographic rights organizations and collective management organizations.

To comply with obligations that we have to sister reprographic rights organizations and collective management organizations.

To collect, to administer, and to distribute funds for reprographic rights for you and for other ASCRL members.

To perform obligations and to exercise rights under the ASCRL Membership Agreement and Mandate.

To report on and to administer the activities of ASCRL as an organization.

To prepare reports and data concerning the ASCRL's members and constituents in order to properly represent the scope and consistency of the constituency, and to share the reports and data with other organizations that may find this information useful or necessary for the purposes of their business relationships with ASCRL.

To identify open distribution and claims periods, to notify ASCRL members or possible members of their eligibility for distributions and claims, and the status of the distributions and claims, and to manage the distribution and claims.

To administer ASCRL member accounts and to enforce the ASCRL Membership Agreement and Mandate.

To perform bank business, including the collection, transmittal, and adjustments of deposits, and to audit accounts.

To detect and to prevent fraudulent or improper activity and to foster compliance with the ASCRL Membership Agreement and Mandate.

To process payments through third party processing firms, banks, and fund depositories.

To comply with our legal obligations and to comply with tax laws and other laws.

To disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

To conduct the business of ASCRL and to do things that are ordinary, necessary, desirable, or ancillary for or to the purposes of conducting that business.

To understand and to explain ASCRL operations, and their history, for statistical and archival purposes, and to enable ASCRL to determine how ASCRL can best perform its functions for the benefit of ASCRL members.

#### ***D. How Long Do We Keep Your Personal Data?***

ASCRL retains your personal data while you are a member of ASCRL. ASCRL also retains your data during any open distribution and claims period for which you have submitted a claim. If you terminate your ASCRL membership, ASCRL retains your data for the purposes of making adjustments to your distributions and claims, and for any period for which ASCRL provides an indemnity or has a legal obligation to any sister collecting societies concerning your claims. ASCRL retains your data for the period of time during which ASCRL has a reporting obligation to any sister society, and for any period of time for which ASCRL might be required to retain data by the Internal Revenue Service or state tax authorities. After you terminate your membership, ASCRL will retain your data for the purposes of developing historical reports, and for statistical and analytical purposes, for use by ASCRL in

performing its business, and for tax purposes. In light of the foregoing, ASCRL will not ordinarily destroy your personal data because it is retained for analytical, statistical, and historical reference in order for ASCRL to conduct business, but your personal data may be destroyed when according to these criteria, the personal data is no longer needed and it may be destroyed as soon as ASCRL determines that it is no longer needed.

### ***E. Your Agreement Concerning the Use of Your Personal Data***

By executing the ASCRL Membership Agreement, and Mandate, you agree to ASCRL's control of and processing of your personal data when or because: 1) it is necessary for the performance of a contract to which you are a party, including, without limitation the ASCRL Membership agreement and Mandate, 2) in order to take steps at your request prior to entering into a contract and because it is necessary for our compliance with a contract and legal obligations ASCRL has to you or others, 3) because it is necessary for ASCRL and sister organizations to exercise authority that you have provided, and / or 4) because ASCRL and you agree that ASCRL will use your data, and that it will continue to be necessary for ASCRL to use your data, to conduct ASCRL's business now, and in the future. You agree and explicitly consent to ASCRL's use of your personal data in all manner that is consistent with the ASCRL Membership Agreement and the ASCRL Mandate and that ASCRL has a compelling and ongoing need to analyze and process your data and to share the data with the third parties with whom ASCRL share data in order to continue ASCRL's future operations. You also agree that ASCRL may use your data in any manner permitted by applicable General Data Protection Regulations as may be in force and effect even if this ASCRL Membership Agreement may impose restrictions on the use of your data that are greater than those imposed by applicable General Data Protection Regulations in force and effect at any given time. You also understand that ASCRL may disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

### ***F. Your Rights Concerning your Data.***

You have important rights concerning your personal data:

You may withdraw your consent as to processing of personal data after withdrawal is given without affecting the lawfulness of processing based on consent before the withdrawal of consent is provided. You agree that you will withdraw consent by notifying ASCRL in writing by email to: [Data@ascrl.org](mailto:Data@ascrl.org). If you withdraw your permission your ASCRL membership must be terminated.

You have the right to be informed regarding ASCRL's collection and use of your personal data. Please refer to ASCRL's GDPR policies, as set forth in this ASCRL Membership Agreement for this information.

You have the right to obtain a copy of your personal data. Personal data is accessible to you on your ASCRL dashboard. You may request data that is not accessible on your dashboard, or when your dashboard is disabled, and the information will be provided to you without charge, or with a reasonable administrative charge if the request for information is unfounded, repetitive, or excessive. Please contact the ASCRL Data Protection Officer with your request. Their information appears on the ASCRL website [www.ascrl.org](http://www.ascrl.org).

You have the right to the rectification of any personal data ASCRL holds about you that is inaccurate or incomplete. You should notify the ASCRL Data Protection Officer concerning corrections to personal data.

You have the right to be forgotten and to ask ASCRL to delete any personal data that ASCRL holds about you when a) the personal data is not necessary relative to the purpose for which it was collected or processed, b) you withdraw the consent upon which the processing was based and ASCRL does not have any other legal ground for the processing of the data, c) you object to the processing of the data and there is no overriding interest for ASCRL to continue the processing of the data, d) your data was unlawfully processed, or e) your personal data must be erased in order to comply with a legal obligation. If there are specific legal reasons ASCRL cannot comply with your request, ASCRL will notify you of those reasons, and why your data cannot be erased.

You have the right to restrict the processing of your personal data when a) you contest its accuracy, b) you have objected to ASCRL's processing of the personal data and ASCRL's legitimate interests in process the data have not been resolved, c) the processing is unlawful but you do not want the data erased, and / or d) ASCRL no longer requires your personal data but you need it in connection with a legal claim.

You may object to the processing of your personal data where ASCRL does not have a compelling legitimate ground for the processing that overrides your interests, rights and freedoms, or the processing is not necessary for a legal claim.

You have the right to object to ASCRL's use of data for particular purposes.

Please note that while you have right to withdraw consent to the use of your personal data at any time (without affecting the lawfulness of processing based on consent before withdrawal of consent was provided), and can request restriction to or object to the processing of your data, you do not have a right of erasure or restriction of personal data you have provided to ASCRL for ASCRL's use for lawful purposes or for the performance of contracts with you or that you have authorized, and may not object to processing where ASCRL has a compelling legitimate ground for the processing that overrides your interests, rights, and freedoms or the processing is necessary for a legal claim.

Please note that your provision of your data to ASCRL is a requirement of your agreement with ASCRL and may be required for ASCRL's transaction of business, and / or its compliance with third party agreements including, for example and not by way of limitation, agreements to obtain funds from sister societies, agreements to process payments to you through third party processors, agreements with banks or depositories to credit your account, to perform agreements with other ASCRL Members, and for other legal purposes.

### ***G. How Do We Protect Your Data?***

ASCRL's website uses SSL certificates to protect your data. ASCRL's third party processors also use technical safeguards to protect your data. By agreement between ASCRL and its payment processing firm, the firm is required to implement an information security program that is reasonably designed to provide for the security, confidentiality, integrity and availability of membership and claimant information, service usage, financial data, which at a minimum includes risk assessment and controls for (i) system access, (ii) system and application development and maintenance, (iii) change management, (iv) asset classification and control (v) incident response, physical and environmental security (vi) disaster recovery, and business continuity, and (vii) employee training. Further, the contractor must take prompt corrective measures in the event of a security breach and immediately notify ASCRL of the nature of the breach and corrective and cure measures taken.

### ***H. What Happens If There is a Data Breach?***

ASCRL will post notice of data breach on the ASCRL website within 72 hours of learning of a data breach.

The American Society for Collective Rights Licensing (“ASCRL”) complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. ASCRL has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. ASCRL has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms of the ASCRL privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>

In the context of an onward transfer, ASCRL has responsibility for the processing of personal information it receives and subsequently transfers to a third party acting as an agent on its behalf. ASCRL shall remain liable under the Data Privacy Framework Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless ASCRL proves that it is not responsible for the event giving rise to the damage.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, ASCRL commits to resolve DPF Principles-related complaints about our collection and use of your personal information. EU and UK individuals and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact ASCRL at the address shown on the ASCRL “membership page” on the ASCRL website: [www.ascrl.org](http://www.ascrl.org).

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, ASCRL commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF to American Arbitration Association’s International Centre for Dispute Resolution IRM Services for the Data Privacy Framework Program (“ICDR-AAA”), an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit [https://go.adr.org/dpf\\_irm.html](https://go.adr.org/dpf_irm.html) for more information or to file a complaint. The services of ICDR-AAA are provided at no cost to you.

Before you may demand EU-US DPF Arbitration, you must complete the following steps: (1) you must raise the specific violation to ASCRL and provide ASCRL with the opportunity to resolve your claim; (2) you must make use of ASCRL's independent review mechanisms for resolving your claim; and (3) you must notify the U.S. Federal Trade Commission (the "FTC") to allow the FTC the opportunity to resolve the dispute (collectively the "Arbitration Pre-requisite Steps").

Once you have completed all pre-requisites, you may proceed to EU-US DPF Arbitration through the American Arbitration Association's ("AAA") EU-US DPF arbitration procedures. To commence EU-US DPF Arbitration, you must provide ASCRL with written notice demonstrating the completion of the Arbitration Pre-requisite Steps. This notice must also describe the specific violation you wish to be resolved. It will also be helpful to include with this notice a copy of all documents you believe support your claim as well as any legal basis relating to your claim.

You understand and acknowledge that if you pursue EU-US DPF Arbitration, the selected arbitrator has the limited authority to impose non-monetary equitable relief (such as access, correction, deletion, or return of your personal data) necessary to remedy any violation found by the arbitrator. If you are successful, you are not entitled to receive an award for damages, costs, fees, or other remedies; and you are responsible for your own attorney's fees. You also understand and acknowledge that you can only arbitrate claims concerning your personal data and not on behalf of any other person.

All EU-US DPF Arbitrations will be conducted virtually and will be conducted in English.

AAA will provide you and ASCRL with a panel comprising of three arbitrators. You will receive the right to strike the first arbitrator, and ASCRL will have the right to strike the second arbitrator. The remaining AAA arbitrator will preside over your matter.

The documents or materials submitted to the arbitrator in EU-US Arbitration shall be treated as confidential and may not be used in any other way or before another arbitrator or in a court proceeding.

Unless otherwise agreed upon by the parties, the EU-US Arbitration should be completed within 90 days of ASCRL's receipt of your notice of completion of the Arbitration Prerequisite Steps.

EU-US DPF Arbitration is not available if you have already arbitrated the claim, received a final judgment of the claim from a court of competent jurisdiction, or previously settled the claim. Once you proceed to EU-US DPF arbitration, you are precluded from raising the same claim before any other forum unless the arbitrator's awarded does not fully remedy the violation.

If you wish to appeal the arbitrator's decision, you may appeal the US-EU DPF Arbitration before the appropriate U.S. District Court pursuant to applicable Federal Arbitration Act, 9 U.S.C. § 1-16, et seq., as amended, procedures.

EU-US DFP Arbitration shall only be available for alleged violations of the EU-US DPF and Section VII of the Membership Agreement. Any other alleged violation of the ASCRL Membership Agreement and/or the ASCRL Mandate not related to Section VII shall be arbitrated pursuant to Section II of the ASCRL Membership Agreement.

## ***I. FTC JURISDICTION***

The Federal Trade Commission has jurisdiction over ASCRL's compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

## ***J. Changes To The ASCRL Privacy Policy and General Data Protection Rules.***

The ASCRL Privacy Policy and General Data Protection Rules may be modified in accordance with law and as provided for in the ASCRL Membership Agreement. Changes will be posted on the ASCRL website. Your execution of a prior ASCRL Membership Agreement contains your consent to this amended ASCRL Membership Agreement

