

Title	Logistics Labelling Tool Terms and Conditions of Use
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All intellectual property rights or moral rights resulting from the Software or use of the Software remain the exclusive intellectual property and moral rights of GS1 and/or its licensees. Nothing in this agreement shall be construed so as to transfer any intellectual property rights or moral rights to You, or provide You with property rights apart from using the Software. You will not take any measures to jeopardise, restrict or prevent the intellectual property rights or moral rights of GS1. All legal titles, moral rights and intellectual property rights in and to any third party content, which is not part of the Software but may be accessed through use of the Software, are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

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You agree to indemnify, defend and hold GS1 harmless from and against any and all claims for damages and liability as well as cost and expenses (including legal fees) resulting from:

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- The use or misuse of the Software; or
- The products (barcodes) (“**Products**”) produced and distributed using the Software.

4.0 Export restrictions

The Software may be subject to international regulations governing and restricting the export of the Software. You agree to observe any and all international laws applicable to the Software as well as any end-user, end-use and destination restrictions imposed by national governments.

5.0 New versions of this agreement

GS1 reserves the right to amend this agreement at any time by publication of the revised agreement on the current [GS1 Australia website](#), or as part of the Software online registration and or log in process.

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In particular no liability is assumed for:

- Special or incidental damages, direct or indirect or other consequential damages (including data losses or damage, interruptions, computer errors, access errors, hazardous components such as computer viruses or financial losses) resulting from the use or the inability to use the Software
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- Any loss or damage You have suffered as a result of:
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- The reliability or accuracy of any information or the content of the GS1 Print websites (“**GS1 Print Websites**”). GS1 is not obligated to ensure that the content of the GS1 Print Websites is accurate or complete, up-to-date or current, free from technical or typographical errors or alterations by third parties.
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You accept that GS1 is entitled (but not obligated, unless there is a legal requirement) to amend, withdraw or otherwise modify the content of the Websites and the Software at any time and without prior notice or notification to You.

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The content of the GS1 Print Websites is provided by GS1 as is, without any kind of guarantees, explicitly, implicitly or otherwise. GS1 expressly refuses any and all guarantees, including (but not limited to) guarantees for availability and suitability for a particular purpose in relation to the content or any materials and Products.

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This agreement can be terminated by GS1 or You at any time without notice and without observing any formal requirements or deadlines. Termination of the agreement entails Your obligation to remove the Software promptly and completely from Your computer system. You are not allowed to either re-install the Software on Your computer system or otherwise use the Software after its removal unless the You have re-accepted the then current terms and conditions. GS1 is not obligated to terminate the agreement only because a new version of the Software is available on the market.

11.0 Data protection

As a general rule, personal information (such as name, address e-mail, telephone, etc) is treated as strictly confidential. Such information shall be disclosed to third parties only under the following circumstances:

- If this is required by law;
- If this is necessary to foster the business relations between You and GS1; or
- If You agree to the disclosure of the Your personal data in advance.

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12.0 Final provisions

Reduction of invalid provisions to preserve validity: some jurisdictions do not allow the exclusions or restrictions mentioned above, so that the restrictions and exclusions may not apply to You. In such case, liability will be limited to the maximum extent possible within the applicable legislation.

12.1 Applicable law and competent court

This agreement shall be governed by the laws of Victoria, Australia and shall be construed accordingly. All disputes in respect of this agreement and the Software per se shall be subject to the jurisdiction of the courts of Victoria, Australia. However, GS1 is also entitled to file a lawsuit before the competent court at the registered office of the defendant.

12.2 GS1

GS1 Austria GmbH, Brahmplatz 3, A-1040, Vienna Austria, commercial register number 10535g, Commercial Court of Vienna ("**GS1 Austria**") is the intellectual property owner of the Software. GS1 Austria has licenced GS1 Australia, Level 3, 8 Nexus Court, Mulgrave, Victoria 3170, Australia ABN 67 005 529 920 ("**GS1 Australia**") to issue licences to use the Software to GS1 Australia customers. GS1 Austria and GS1 Australia are collectively referred to as "**GS1**".

12.3 Partial invalidity

If any provision of these regulations or any partial provision would be considered illegal, invalid or unenforceable by a court or an administrative authority of a competent jurisdiction, and the relevant provision (or partial provision) is not considered essential for the regulations as a whole, this shall not affect the validity or enforceability of the remaining provisions (including the remainder of the paragraph containing the relevant provision).

12.4 Survival

The provisions of the agreement shall continue to apply after the end of the agreement (in any way whatsoever), in particular with regard to the limitation of liability and warranty.

12.5 You

You means the entity (the individual, business, company or organisation) that has accepted the terms of this Agreement. You, "you", "your" and "Your" has a corresponding meaning.

By using the Software, you expressly accept this agreement.