

Title	GS1 Recall and GS1 Recall Health Specific Terms and Condition of Use
Version	1.0
Date	1 July 2024
Doc type	For Australian users

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1.0 This Agreement

- 1.1 This agreement, which comprises the specific terms GS1 Recall Service ("**GS1 Specific Terms**"), in addition to the GS1 General Terms for GS1 Services ("**GS1 General Terms**"), sets out the terms and conditions which govern your access to and use of the GS1 Recall Service.
- 1.2 By accessing and using the GS1 Recall Service ("GS1 Service") you agree to the:
 - (a) GS1 Specific Terms; and
 - (b) GS1 General Terms,(collectively the "GS1 Terms").
- 1.3 In the event of an inconsistency in the GS1 Terms, the order of the documents as presented in this clause will prevail to the extent of the inconsistency.

2.0 The Service

- 2.1 GS1 Australia will provide You with a User ID and Password ("Sign On") in order to enable You to access and use the GS1 Recall Service. You must keep the Sign On details assigned to You confidential at all times and not permit any person, other than Your Authorised Personnel and Agents, to use the GS1 Service, and then only in accordance with the GS1 Terms.
 - 2.2 If you appoint Authorised Personnel or Agent to access the GS1 Service on your behalf, You must ensure that Your Authorised Personnel or Agent understand and agree to be bound by the GS1 Terms. You will be responsible for actions and omissions of Your Agent and Authorised Personnel.
 - 2.3 You acknowledge that if You have implemented the Recall API interface:
 - (a) it functions as specified; and
 - (b) it may alter with each Recall functional update release and that You are solely responsible for:
 - (c) ensuring that any interconnected systems or applications are aligned with said releases;
 - (d) ensuring that it delivers content appropriately to or from those interconnected systems or applications; and
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- (e) updating Your Production environment with any information that may become available or has altered within each release.
- 2.4 You acknowledge that not all persons to whom Recall Notice or Withdrawal should or must be given by You will be subscribers to the GS1 Service and that:
 - (a) to the extent that any such persons **are** subscribers, it is Your responsibility to ensure that:
 - (i) such persons are selected as recipients for Notifications; and
 - (ii) such persons receive all required notices including taking reasonable steps to confirm their receipt of any Notification; and
 - (b) to the extent that any such persons are **not** subscribers, it is Your responsibility to ensure that:
 - (i) such persons are selected as recipients for Notifications; and
 - (ii) such persons' contact information such as their email address is correct, and
 - (c) such persons receive all required notices including taking reasonable steps to confirm their receipt of any Notification.
- 2.5 You acknowledge and agree that GS1 Australia is not obliged to provide access to the GS1 Service to any third party, including any of Your Trading Partners.
- 2.6 Notifications may be issued via the GS1 Service. You agree that the Authorised Receivers will receive these Notifications from the Service and that You will not request that these Notifications be discontinued.
- 2.7 You acknowledge and agree that GS1 Australia:
 - (a) is not responsible for the generation and maintenance, and ensuring the accuracy and completeness, of any non-subscribing mailing lists used in conjunction with the Service; and
 - (b) is not accountable for performance of any mailing list. Furthermore You agree it is Your responsibility to manage the results, successful or otherwise, of the use of any mailing list.

3.0 Agency Arrangements

- 3.1 You are responsible for any Agent acting on Your behalf with respect to the use and access of the GS1 Service. The actions of the Agent will be construed as Your actions for the purposes of the GS1 Terms.
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- 3.2 You must ensure that the Agent:
- (a) has the requisite authority to act on Your behalf and You must provide evidence of such authority to GS1 Australia on request;
 - (b) has all necessary licences in relation the use of Your Content;
 - (c) has read, understood and agrees to the GS1 Terms; and
 - (d) complies with all Applicable Laws.
- 3.3 GS1 Australia may elect not to provide, or to suspend or terminate, at any time the Agent's access to and use of, the GS1 Service until such time as GS1 Australia has evidence that the requirements in Clause 3.2 are satisfied.
- 3.4 You acknowledge that Your access to or use of Your Content in the GS1 Service may be suspended, without liability to GS1 Australia, at any time:
- (a) by Your Agent for any reason; or
 - (b) acting reasonably, by GS1 Australia for any reason including, without limitation, if Your Agent has not paid any all due invoices in accordance with Clause 1.0.
- GS1 Australia will attempt to notify You of any such suspension but will not be liable to You if it does not do so.
- 3.5 In the event that either You, or Your nominated Agent, terminates the agency relationship in respect of this GS1 Service, You can continue to use the GS1 Service by re-registering for the GS1 Service. GS1 Australia will make reasonable attempts to restore Your existing account settings and access to historical Content, but cannot guarantee it can do so.

4.0 Your Obligations

- 4.1 You may only use the GS1 Service for Your internal business purposes.
- 4.2 Unless otherwise specified by GS1 Australia, You are solely responsible for:
- (a) supplying, maintaining and updating all Content on the GS1 Service;
 - (b) reviewing, checking and amending all Content on the GS1 Service (including, without limitation, any Content updated by GS1 Australia at Your request) and ensuring that at all times such Content remains correct, complete and up to date;
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- (c) ensuring that You comply with all legal requirements relating to any Recall, notwithstanding Your use of the GS1 Service in respect of that Recall;
- (d) ensuring and confirming that all intended recipients of Notifications receive such Notifications;
- (e) maintaining systems and procedures to ensure Recalls are attended to in accordance with the Applicable Law, including in circumstances where there is failure of the GS1 Service to operate in accordance with the Instructions for Use (regardless of whether or not such failure is notified to You);
- (f) the content of all Notifications initiated by You;
- (g) determining the organisations to whom any Notification is to be delivered;
- (h) Ensuring that Your use of the GS1 Service meets, at minimum, the capability standard expected of the entire Recall user community by complying with the Service Minimum Capability requirements; and
- (i) reviewing and taking action in respect of all Notifications received by You.

4.3 You acknowledge that if You have implemented the Recall API interface:

- (a) it functions as specified;
- (b) it may alter with each Recall functional update release and that You are solely responsible for:
 - (i) ensuring that any interconnected systems or applications are aligned with said releases;
 - (ii) ensuring that it delivers content appropriately to or from those interconnected systems or applications; and
 - (iii) updating Your production environment with any information that may become available or has altered within each release.

4.4 You acknowledge that GS1 Australia is not a party to any activity conducted through, or as a result of, the GS1 Service and that GS1 Australia has no responsibility:

- (a) for the accuracy or completeness of any information placed or published on or accessed or delivered through the GS1 Service by You or by any other party;
 - (b) for any requirement for You to comply with any Obligation, including in respect of any Recall or Withdrawal;
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- (c) For any action or transaction undertaken based on information provided to, obtained from, or accessed through the GS1 Service;
- (d) for any failure by You to comply with any Applicable Law, including any provision or requirement of the Australian Consumer Law or of any person exercising any power or authority thereunder;
- (e) in respect of any act, matter or thing arising out of any transaction, action or inaction involving or associated with Your use of the Service (including any claim or dispute relating to that transaction, action or inaction); or
- (f) for any act, matter or thing arising out of the introduction or transmission of malicious information, files or code provided to, obtained from, or assessed through the use of, the GS1 Service, and

You hereby release GS1 from any, and all, liability arising therefrom.

5.0 Fees and Payment

- 5.1 You, or your nominated Agent, must pay GS1 Australia the Fees for the GS1 Service as advised to You in writing by GS1.
- 5.2 Unless otherwise agreed to in writing between the parties, the GS1 General Terms will apply to the payment of Fees by You or, where applicable, Your nominated Agent.

6.0 Liability

- 6.1 This clause is in addition to and does not limit clause 9 of the General Terms.
- 6.2 GS1 does not warrant that the GS1 Service will be available at or for any particular time or that it will be free from error or interruption. You agree that You must maintain a procedure for conducting Recalls and Withdrawals that assumes a lack of access to the GS1 Service to apply in the event of any lack of availability or failure of the Service.
- 6.3 To the maximum extent permitted by law, You agree that GS1 shall not be liable to You for Loss (whether arising in negligence, breach of contract, and breach of any other law or otherwise) arising from:
 - (a) Your breach of the General Terms;
 - (b) Your failure to access or use the GS1 Service in accordance with any Instructions for Use;

- (c) Your use of, or reliance on, the GS1 Service;
- (d) any failure by GS1 to provide all or part of the Gs1 Service;
- (e) any failure to deliver any Notification;
- (f) any failure by any third party to take action in respect of any Recall or Withdrawal, including upon receipt of any Notification; or
- (g) any support services, documentation or other products or services provided to You by GS1 in respect of Your use of the GS1 Service,

GS1 shall not be liable to You for any direct, indirect or consequential Loss (including loss or corruption of data, loss of any contract, loss of any business revenue, loss of profits, failure to realise expected profits or savings or any other commercial loss or economic loss of any kind) save to the extent such Loss arises directly from any breach Applicable Law, negligence or wilful misconduct by GS1 Australia.

6.4 GS1 does not warrant that the entitlement to use, or use of, the GS1 Service satisfies all or any legal or statutory obligations, standards or laws ("Obligations") including:

- (a) any Obligations referred to in the Australia New Zealand Food Standards Code (including Standard 3.2.2) or the Australian Consumer Law (including Part 3-3); or
- (b) any obligations referred to in the Uniform Recall Procedure for Therapeutic Goods or the Therapeutic Goods Act 1989.

6.5 Without limiting the foregoing, GS1 does not warrant that any Notification will successfully be delivered to any person or organisation including to any authority (including any "responsible Minister" as that term is used in the Australian Consumer Law) nor that any such Notification will satisfy any Obligations.

6.6 You acknowledge that GS1 is not responsible for monitoring the conduct of any Recall or Withdrawal, verifying any Content or any information provided by any third party via the GS1 Service or confirming the content, delivery or receipt of any Notification.

- 6.7 You acknowledge that the GS1 Service may be provided to assist You in the conduct of business (or activities) which may include use as a system for conducting Recalls and Withdrawals and complying with Obligations but that it is not designed or intended to ensure or guarantee such performance or compliance. You acknowledge and agree that You remain solely liable and responsible for Your business activities and performance and for compliance with Obligations and that You will not make any claim, nor take any action, against GS1 in respect of any Loss suffered by You as a result of any non-compliance by You with any Obligation or failure to adequately conduct or perform any business activity, including any Recall or Withdrawal. Without limiting the foregoing, You acknowledge that it is Your sole responsibility to ensure compliance with all Obligations and You agree to take all such reasonable steps as are required to ensure such compliance by means in addition to the use of the Service.

7.0 Termination

- 7.1 Without affecting other rights or obligations under the GS1 Terms, either Party may terminate the GS1 Specific Terms in accordance with the GS1 General Terms.
- 7.2 You understand that each GS1 Specific Terms You have agreed to are separate and independent and terminating these GS1 Specific Terms will not affect other GS1 Specific Terms or the GS1 General Terms in force with GS1 Australia

8.0 Definitions

In this Agreement the following words have the meanings set out below unless a contrary intention appears. Other definitions not set out below are referenced in the GS1 General Terms.

Agent means the third party that is paying for the GS1 Service through an agency arrangement due to an existing commercial relationship between You and that third party.

Australian Consumer Law has the meaning given in the Competition and Consumer Act 2010.

Authorised Approver means any person nominated by You as the "Authorised Approver" in the Registration Form or advised to GS1 pursuant to clause 5.2 of the GS1 General Terms.

Authorised Initiator means any person nominated by You as the "Authorised Initiator" in the Registration Form or advised to GS1 pursuant to clause 5.2 of the GS1 General Terms.

Authorised Personnel means the Primary Contact, Authorised Initiator, Authorised Approver and Authorised Receiver.

Authorised Receiver means any person nominated by You as the "Authorised Receiver" in the Registration Form or advised to GS1 pursuant to clause 3.6.2.

Content means the data, text, information and other materials provided by You to GS1 (or directly to the Service) for the purposes of publication on, or use in relation to, the GS1 Service.

Instructions for Use means any instructions, user documentation and other directions for use of the GS1 Service made available by GS1 Australia to You (including any instructions relating to the GS1 Service published on the GS1 Website).

Obligations has the meaning given in Clause 6.4.

Primary Contact means the person nominated by You as the "Primary Contact" in the Registration Form or advised to GS1 in accordance with clause 5.2 of the GS1 General Terms.

Recall means an action taken by a person or organisation to remove from distribution, sale and/or consumption or use, any good or service due to a possible health and/or safety risk to consumers.

Registration Form means the registration form utilised for applying for, or accepting an invitation in respect of, access to the GS1 Service in the format determined by GS1 Australia from time to time.

GS1 Service means the on-line service for assisting in communicating and managing Recalls and Withdrawals, GS1 Recall, operated by GS1 Australia via the GS1 Website. The GS1 Service means either of the recall and withdrawal services operated by GS1 Australia; GS1 Recall and GS1 Recall Health.

Service Minimum Capability means the Service user community best practice standards being a minimum of 1 person in Your organisation completing the training applicable to Your use of the Service AND continued demonstrated ability to send/receive mock or production Withdrawals and/or Recalls at minimum once every 12 months.

User means a person that has been approved by GS1 to access and/or maintain content in the GS1 Service.

Withdrawal means an action taken by a person or organisation to remove from distribution, sale and/or consumption or use, any good or service due to reasons other than a possible health and/or safety risk to consumers.