



# **National Location Registry Terms & Conditions of Use**

**Effective 1 July 2023**



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## 1.0 This contract

- 1.1 It is a condition of Your subscription to the National Location Registry service that You are capable of entering into a legally binding contract.
- 1.2 This contract sets out the terms and conditions which govern your access to and use of the National Location Registry referred to hereafter as the “**Service**”.
- 1.3 By submitting a Registration Form, You agree to be bound by the Terms and Conditions during the period referred to in Clause 13.1, and that You will be so bound upon GS1 providing confirmation of acceptance of your Registration Form or otherwise providing You with access to the Service.
- 1.4 You may only complete a Registration Form for, and apply for access to and use of, the Service if You are:
- (a) a Publisher; or
  - (b) a Recipient; or
  - (c) both a Publisher and Recipient; or
  - (d) a Third Party Service Provider of a Publisher or Recipient, but only where the Publisher or Recipient (as the case may be) is a Current National Location Registry Subscriber as at the time GS1 receives Your Registration Form.
- 1.5 If GS1 accepts your Registration Form as a Publisher and/or a Recipient, or Third Party Service Provider to a Publisher or Recipient, the following provisions of these Terms and Conditions shall apply to You in each of those cases:

<b>If You are a:</b>	<b>The following provisions apply to You:</b>
Publisher	Clauses 0 - 4.0 Clauses 7.0 - 18.0
Recipient	Clauses 0 - 3.0 Clause 5.0 Clauses 7.0 - 18.0
Publisher and Recipient	Clauses 0 - 5.0 Clauses 7.0 - 18.0
Third Party Service Provider to a Publisher or Recipient	Clauses 0 - 3.0 Clauses 6.0 - 18.0



1.6 Despite any other provision of this document, if You are a Third Party Service Provider to a Publisher or Recipient who has been provided access to the Service by any Publisher or Recipient and You have not completed a Registration Form for the Service, or have not had a Registration Form accepted by GS1, Your access to and use of the Service shall constitute an agreement by You:

- (a) to be governed by these Terms and Conditions, as if You had completed a Registration Form for the Service and the Registration Form was accepted by GS1; and
- (b) that You have read, understood, and agree to be legally bound by them,

subject to the condition that GS1 may elect not to provide, or to suspend or terminate at any time Your access to and use of, the Service until such time as You:

- (a) provide written evidence that You are authorised by a Publisher or Recipient (as the case may be) who is a Current National Location Registry Subscriber; or
- (b) complete a Registration Form for the Service and such Registration Form is accepted by GS1.

GS1 will attempt to notify You of any suspension or termination under this clause 0 but will not be liable to You if it does not do so.

1.7 If there is any inconsistency between the Terms and Conditions and the provisions (if any) of any Registration Form, the provisions of the Registration Form will prevail to the extent of that inconsistency.

1.8 In the event You have subscribed to the Service via a Third Party Service Provider you acknowledge that GS1 is not a party to any transaction between You and the Third Party Service Provider, and the terms and conditions of any agreement between You and the Third Party Service Provider are not binding on GS1 and do not in any way affect the Terms and Conditions. Should your agreement with the Third Party Service Provider cease to be in force you will remain a subscriber of the Service until You terminate your subscription in accordance with the Terms and Conditions.

1.9 You acknowledge and agree that any act or omission of any of Your Authorised Personnel or any other person accessing the Service from any computer system operated by You or via Your Log In shall be treated as an act or omission of You (including acceptance of the terms of this contract or any variation to them). Any person accepting the terms of this contract on Your behalf warrants that he or she has Your authority to do so.



- 1.10 For the sake of clarity, GS1 may elect not to accept any Registration Form from a person as a:
- (a) Publisher if GS1 is not satisfied, and until such time as the person satisfies GS1, that the person is responsible for identification or management of Locations and associated Content; or
  - (b) Recipient if GS1 is not satisfied, and until such time as the person satisfies GS1, that the person has a need to access information about Locations for their internal business purposes.

## **2.0 GS1 Australia Subscription Membership**

- 2.1 You acknowledge that GS1 is a membership based organisation and users of GS1 services (including the National Location Registry) are required to be "subscriber members" of GS1 (as that term is used in the Constitution of GS1).
- 2.2 If you are a Financial Subscriber Member, You acknowledge that You remain subject to the terms and conditions of your GS1 Subscription Membership & Licence Agreement in addition to the terms of this contract. If you are a Financial Subscriber Member, clauses 2.3 to 2.5 do not apply.
- 2.3 If you are not a Financial Subscriber Member you will be deemed to be a subscriber member of GS1 in the category of a "Restricted Services Member" in which case clauses 2.4 and 2.5 apply.
- 2.4 As a Restricted Services Member You acknowledge and agree:
- (a) to be bound by the current applicable [GS1 Terms of Trade](#) published on the GS1 Australia website from time to time, for the period of this contract;
  - (b) Your only rights as a Restricted Service Member are to use the Service in accordance with this contract and You will not be entitled to exercise any other right or power or be entitled to some of the other benefits to which Financial Subscriber Members are entitled. Without limiting the foregoing, a Restricted Service Membership does not entitle You to use any service of GS1 other than the Service; and
  - (c) Your Restricted Service Membership will:
    - (i) be suspended during any period in which your right to use the Service is suspended; and
    - (ii) will cease upon your right to use the Service ceasing or upon termination of this contract.



- 2.5 Subject to any applicable conditions of membership and to completion of any required application and other prerequisite actions for membership (including the payment of applicable fees), You may take out membership as a Financial Subscriber Member at any time. If you become a Financial Subscriber Member, Your Restricted Service Membership shall lapse and clause 2.2 shall apply.

### **3.0 The Service**

- 3.1 GS1 will provide You with a username and password ("**Log In**") to enable You to access and use the Service. You must keep the Log In details assigned to You secure at all times and not permit any person, other than your Authorised Personnel, to use the Service, and then only in accordance with this contract. You must ensure that your Authorised Personnel are aware of, and comply with, the terms of this contract. You must immediately notify GS1 of any breach of security in respect of the Log In assigned to You. GS1 may change the Log In assigned to You at any time.
- 3.2 GS1 will use its reasonable endeavours to ensure that the Service performs substantially in accordance with the Service user documentation published by GS1 from time to time. GS1 does not guarantee that the Service will be available, or will so perform, at all times but will use reasonable endeavours to schedule controlled maintenance activities outside of Business Hours.
- 3.3 GS1 may from time to time make modifications to the Service, including its design, functionality, and appearance and without notice to You.
- 3.4 GS1 may grant access to Your Content on the Service to any third party certification organisation or government authority for audit or compliance purposes or otherwise as required to do so by law.
- 3.5 You acknowledge that GS1 is not a party to any transaction made through or as a result of the Service and that GS1 has no responsibility:
- (a) for the accuracy or completeness or suitability for intended purpose of any information placed or published on or accessed through the Service by You or by any other party;
  - (b) for any requirement for You to comply with any Obligation;
  - (c) for any action or transaction undertaken based on information provided to, obtained from, or accessed through the Service;
  - (d) for any failure by You to comply with any law, including any provision or requirement of the Australian Consumer Law or of any person exercising power or authority thereunder; or



- (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),

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

3.6 You agree that GS1 may utilise Your name and any logo of Yours (or Your affiliates) to promote the Service in a manner approved by You, provided that:

- (a) GS1 must follow all reasonable directions of You in respect of form of any such acknowledgement and any use of Your name and logos; and
- (b) GS1 must cease all such acknowledgement and use of Your name and logos immediately upon any reasonable request by You.

3.7 GS1 may access the Service on Your behalf without notice for purposes associated with the Service, including administration, training, education and support.

3.8 GS1 will use reasonable efforts to ensure that Content made available through the Service is available only to persons who are Users.

3.9 GS1 may (but is not obliged to), at any time and without any liability to You, amend or remove from the Service any Content (and any data, text or information entered onto the Service by any third party) which it reasonably regards as incorrect, misleading, inappropriate or likely to cause a breach of this contract by You or a breach of any applicable law.

3.10 GS1 may at any time and for any reason suspend:

- (a) your access to or use of the Service; or
- (b) the access to or use of the Service by any third party (including any Trading Partner of You),

without any liability to You.

Save in the circumstances contemplated by Clause 13.4, GS1 will use its reasonable endeavours to provide at least 48 hours' notice of such suspension where practicable, however GS1 will not be liable to You for any failure to do so.

3.11 GS1 may at any time without consultation with You remove from, or inhibit from being loaded into, the Service any GLNs where those GLNs have not been licenced directly to You, by a recognised GS1 member organisation.



- 3.12 GS1 may vary the Terms and Conditions at any time provided that GS1:
- (a) provides no less than 90 calendar days' notice of the variation when the variation includes changes to the fee schedule, and 30 calendar days' notice in all other instances, by:
    - (i) notice addressed to the Service Company Administrator at the address or email address detailed in the Registration Form or as varied in accordance with clause 7.4(b); or
    - (ii) posting details of the change on the GS1 Websites.
- You will be deemed to have accepted the contract as varied if You utilise the Service after:
- (i) receipt or posting on the GS1 Websites of any such notice; and
  - (ii) the relevant notice period has passed;
- (b) first requires one of the Authorised Personnel to accept the contract, as varied, during the process for accessing or using the Service, except when the variation includes changes to the Fee schedule.
- 3.13 You may terminate this contract by notice in writing to GS1 within 30 calendar days of:
- (a) receipt or posting on the GS1 Websites of notice of any variation in accordance with clause 3.12(a); or
  - (b) any requirement to accept the contract, as varied, being made in accordance with clause 3.12(b),  
provided that the contract, as varied, has not so been accepted.
- 3.14 GS1 may, at any time, discontinue any product, system, service, directory or catalogue provided through, or associated with, the Service. GS1 will use its reasonable endeavours to provide at least 48 hours' notice of any such discontinuance where practicable. Should GS1 discontinue the provision of the Service in its entirety, GS1 must refund to You any Fees paid in advance on a pro rata basis according to the unexpired period for which the Fees have been paid.



## 4.0 Publisher's obligations

- 4.1 This clause 4.0 applies to You only if You are a Publisher.
- 4.2 You are responsible to set up and maintain Your Profile Settings including, but not limited to, settings as to Your Recipients who may have access to Your Content on the Service.
- 4.3 You may provide to GS1 any Content in relation to Your Locations for the Service by any of the following ways:
- (a) uploading of Content in a manner specified in the National Location Registry Rules;
  - (b) transferring, or linking to, information in relation to Your Locations in a manner specified in the National Location Registry Rules;
  - (c) directing a nominated Third Party Service Provider to do any of the above in paragraphs (a) or (b) on Your behalf;
  - (d) transferring information from other GS1 data services such as MyGS1, GS1 Recall, or the National Product Catalogue service as required; or
  - (e) directing GS1 to do any of the above in paragraphs (a), (b) or (d) on Your behalf.
- 4.4 Without limiting any other provision of these Terms and Conditions and unless otherwise specified by GS1 expressly in writing, You are solely responsible for:
- (a) reviewing, checking, maintaining and updating your Profile Settings;
  - (b) ensuring that Your Location records and associated Content have the appropriate access settings to enable publication to the appropriate Recipients;
  - (c) supplying, reviewing, checking, maintaining and updating all Your Content on the National Location Registry service in relation to Your Locations (including, without limitation, any Content migrated at Your request or direction from any other GS1 data service) and ensuring that at all times such Content remains correct, complete and up-to-date;
  - (d) ensuring that all Your Content in relation to Your Locations on the Service:
    - i. is correct, accurate, complete or suitable for the intended purpose and any inaccurate, incomplete, out-of-date Content is updated or otherwise removed;
    - ii. does not infringe GS1's or any third party's intellectual property rights;



- iii. is not defamatory, harassing or obscene;
  - iv. is not illegal, fraudulent, inaccurate, incorrect, incomplete, misleading, or deceptive or likely to mislead or deceive persons accessing or viewing the Content; and
  - v. meets all requirements for validation, formatting, or provision of Content in the GS1 Standards as they apply to the Content or as otherwise specified in the National Location Registry Rules; and
- (e) obtaining all necessary licences from third parties in relation to Your Content (including, without limitation, from any third party certification organisations).

The above responsibilities apply even when GS1 has done some action, under Your direction on Your behalf, in relation to Your Profile Settings or Content.

- 4.5 GS1 may, at any time, without any liability to You, remove from the Service any Content which it reasonably regards as:
- (a) infringing GS1's or any third party's intellectual property rights (including, but not limited to, third party certification organisations);
  - (b) defamatory, harassing or obscene;
  - (c) illegal, fraudulent, inaccurate, incorrect, incomplete, misleading or deceptive or likely to mislead or deceive persons accessing or viewing the Content;
  - (d) inappropriate, incorrect, inaccurate or incomplete;
  - (e) failing to meet any requirement in the GS1 Standards or requirements for Content specified in the National Location Registry Rules;
  - (f) likely to cause a breach of this contract (including, without limitation, any warranty) by You; or
  - (g) likely to cause a breach of any applicable law.
- 4.6 Where You and another person provide Content in relation to the same Location and this creates an issue interfering with the use of the Service, GS1 will liaise with You and the other person to determine who shall be the provider of that Content. You must use your best endeavours to assist GS1 in relation to such matters.
- 4.7 You recognise GS1's right to share basic content about Your Locations with other GS1 and GS1 International services such as, but not limited to, GS1 Registry Platform and its related services, and Global Electronic Party Information Registry for the purposes of authentication. If You are an Individual or Sole Trader You have the right to be de-identified upon request.

- 4.8 To ensure You are provided with a high quality service, GS1, from time to time, may engage Commercial Suppliers. You acknowledge that Commercial Suppliers may act beyond our reasonable control and that You will not hold GS1 liable for damages caused by an action or omission attributable to them.
- 4.9 A reference in these Terms and Conditions to Content provided by You is a reference to Content provided in any of the ways described in clause 4.3.

## 5.0 Recipient's obligations

- 5.1 This clause 5.0 applies to You only if You are a Recipient.
- 5.2 You may receive Content only relating to those Publishers in respect of whom You are a Recipient ("**Your Publishers**") from the Service by any of the following ways:
- (a) downloading of Content of Your Publishers in a manner specified in the National Location Registry Rules;
  - (b) transferring, or linking to, information in relation to Your Publishers' Locations in a manner specified in the National Location Registry Rules;
  - (c) directing a nominated Third Party Service Provider to do any of the above in paragraphs (a) or (b) on Your behalf; or
  - (d) directing GS1 to do any of the above in paragraphs (a) or (b) on Your behalf.

For the avoidance of doubt, nothing in this contract permits You to access or use Content for the purposes of resale or redistribution in whole or in part.

- 5.3 You acknowledge that Your access to or use of the Publisher's Content on the Service may be suspended or terminated, without liability to GS1, at any time:
- (a) by the Publisher for any reason; or
  - (b) by GS1 for any reason including, without limitation, if the Publisher has been suspended or terminated.

GS1 will attempt to notify You of any such suspension or termination but will not be liable to You if it does not do so.

- 5.4 You acknowledge and warrant that You are responsible for the ongoing use of any Publisher's Content on the Service accessed by or delivered to You and that any subsequent use of that Content, by You and any of Your Third Party Service Providers, contractors or agents, is only for the purposes intended by the Publisher when publishing to You and that it will be used expressly for Your own business purposes. Furthermore, if you have delivered such Content to Your Third Party Service Providers, contractors or agents, You warrant that You have requested that any such Third Party Service Provider, contractor or agent warrants they will only use that Content for Your business purposes.

## **6.0 Third Party Service Provider's obligations**

- 6.1 This clause 6.0 applies to You only if You are a Third Party Service Provider acting on behalf of Publishers or Recipients who are licenced users of the Service ("**Customer**").
- 6.2 Without limiting any other provision of these Terms and Conditions and unless otherwise specified by GS1 expressly in writing, You are solely responsible for obtaining all necessary licences from Your Customer in relation to Your use of their Content.
- 6.3 You may deal or exchange Content only relating to Your Customers with the Service by any of the following ways:
- (a) uploading or downloading Content in a manner specified in the National Location Registry Rules;
  - (b) transferring, or linking to, information in relation to Your Customer's Locations in a manner specified in the National Location Registry Rules; or
  - (c) directing GS1 to do any of the above in paragraphs (a) or (b) on Your behalf.

For the avoidance of doubt, nothing in this contract permits You to access or use Content for any person other than Your Customer or in any way other than as expressly provided in this clause 6.2 and You are expressly prohibited from accessing or using any Content for:

- (a) Your own business purposes (other than acting on behalf of Your Customers to do any of the above in paragraphs (a) - (c)); or
- (b) the purposes of resale or redistribution in whole or in part.



- 6.4 You acknowledge that Your access to or use of Your Customer's Content on the Service may be suspended or terminated, without liability to GS1, at any time:
- (a) by Your Customer for any reason or by GS1 if notified by Your Customer that You no longer act on their behalf; or
  - (b) by GS1 for any reason including, without limitation, if all Your Customers have been suspended or terminated.

GS1 will attempt to notify You of any such suspension or termination but will not be liable to You if it does not do so.

## **7.0 General Obligations**

- 7.1 Without limiting any other provision of this contract and unless otherwise specified by GS1, You are solely responsible for:
- (a) the results of all access to Your Content by Your Trading Partners, staff or other representatives;
  - (b) ensuring that You comply with all legal requirements relating to any publication of Content, notwithstanding your use of the Service in respect of that Content;
  - (c) reviewing and administering Auto Alerts and Registration Notifications in respect of your Trading Partners and making all necessary variations to your processes and procedures in response to the content of such Auto Alerts and Registration Notifications;
  - (d) where the Service is unavailable for any reason, taking all necessary alternate steps to ensure compliance with any Obligations; and
  - (e) obtaining at your own cost all equipment and software necessary to enable You to access and use the Service.
- 7.2 You must not permit any third party to access or use the Service without the prior written consent of GS1.
- 7.3 You agree to appoint, and always maintain:
- (a) a Primary Contact to receive communications from GS1 in relation to the Service; and
  - (b) a Service Company Administrator to:
    - i. maintain, and keep up to date, Your details and Content on the Service;
    - ii. have the sole responsibility for creating accounts within GS1 enabling other Authorised Personnel to access and use the Service;

- iii. have the sole responsibility for creating, altering or deleting usernames and passwords enabling other Authorised Personnel to access and use the Service (including where Authorised Personnel are replaced or such usernames or passwords are forgotten);
- iv. assign appropriate roles and levels of access to Your Authorised Personnel; and
- v. notify GS1 of any change to the details of any Authorised Personnel.

For the avoidance of doubt, the Primary Contact and Service Company Administrator can be, but does not have to be, the same Authorised Personnel.

7.4 You must immediately advise GS1:

- (a) of any change in your location, email or postal address detailed in the Registration Form completed by You; and
- (b) if any of the Authorised Personnel ceases to be an employee, or to act in the capacity as an Authorised Personnel, of details of a replacement Authorised Personnel (including the name, address, phone number and email address of the replacement Authorised Personnel and the Authorised Personnel position they are to hold). You acknowledge that one (1) individual must be nominated at all times as a Primary Contact to receive communications from GS1 in relation to the Service; and

update any information relating to such change in Your location, email, postal address or Authorised Personnel on the appropriate areas on the Service.

7.5 GS1 will, from time to time, issue automatic Registration Notifications and Auto Alerts via email to the email address of Authorised Personnel and to the email addresses of other Company Users. You will ensure that the Authorised Personnel, and all other Company Users, agree to receive these email notifications from the Service and will not request that these notifications be discontinued.

7.6 GS1 does not warrant that it will provide Auto Alerts in respect of all changes to information available through the Service and You agree that it is your responsibility to review all information available on the Service to ensure that information to be utilised by You is current and up to date.

## 8.0 Fees and payment

- 8.1 Expressions set out in italics in this clause 8.0 bear the same meaning as those expressions in the GST Act.
- 8.2 You warrant that all information provided by You to GS1 in respect of its calculation of the Fees payable by You is complete, accurate and up to date. If requested by GS1, You must provide up to date information for the purposes of the calculation of the Fees payable by You. GS1 may increase the Fees payable by You when any up-to-date information warrants such increase.
- 8.3 The Fees to be charged for the Service are set out on in the fee schedule published on the GS1 Website.
- 8.4 Any Fee alterations will be notified to You in accordance with clause 3.12.
- 8.5 You must pay GS1 the Fees.
- 8.6 You agree that GS1 may make inquiries of third parties to obtain Your Turnover to determine the Fees applicable to You and to verify any Turnover information provided by you and otherwise Your compliance with this contract and GS1 may, in its sole discretion, use this Turnover information to assess or re-assess the Fees payable by You.
- 8.7 GS1 will issue invoices for the Fees to You from time to time. You must pay those invoices within 30 calendar days of the date of invoice. Payment may be made by cheque, electronic funds transfer to GS1's nominated bank account, credit card or agreed direct debit authority. An administration surcharge may apply to credit card payments at GS1's option. All invoices will be issued as *tax invoices* for GST purposes.
- 8.8 If You fail to pay the Fees on the due date for payment:
  - (a) GS1 may suspend or terminate Your access to, and use of, the Service in accordance with clauses 3.10 or 13.0; and
  - (b) for any overdue amount, GS1 may charge an administration fee of \$50.00 (exclusive of GST) plus all costs and expenses incurred by it and its mercantile agents, legal advisors or other consultants or contractors in respect of anything instituted or being considered against You as a liquidated sum (which You hereby acknowledge is a genuine pre-estimate of the costs of GS1 in collecting such amount), together with interest calculated at the rate of 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) from (and including) the date the payment was due until (but excluding) the date it is received.

- 8.9 To the extent that a party makes a *taxable supply* in connection with this contract, except where express provision is made to the contrary, and subject to this clause, the *consideration* payable by a party under this contract represents the *value* of the *taxable supply* for which payment is to be made.
- 8.10 Subject to the delivery of a *tax invoice*, if a party makes a *taxable supply* in connection with this contract for a *consideration* which, under the preceding clause represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
- 8.11 A party's right to payment under the preceding clause is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.
- 8.12 For clarity, unless expressly stated to the contrary, the amount of the Fees payable by You are exclusive of GST and You must pay GST in addition to the Fees.

## 9.0 Use of the Service and indemnities

- 9.1 In respect of your use of the Service, You must:
- (a) comply with all applicable laws (including the Australian Consumer Law and applicable State fair trading legislation) whether in the use of the Service or in the Content itself;
  - (b) comply with all National Location Registry Rules and all reasonable directions issued by GS1 from time to time in relation to Your use of the Service including any contained within the National Location Registry Rules published on the GS1 Websites. You acknowledge that any failure to comply with the National Location Registry Rules may result in the Service failing to operate in the manner intended;
  - (c) ensure that all personnel utilising the Service (including all Authorised Personnel) are adequately trained in the use of the Service and are familiar with, and comply with, all National Location Registry Rules and the terms of this contract;
  - (d) ensure that all Your Content is, and remains, accurate and up to date;
  - (e) use the Service strictly in accordance with this contract and for the purposes contemplated by this contract;
  - (f) not tamper with or otherwise modify the Service;
  - (g) take reasonable precautions to protect the security, privacy and confidentiality of the Service;





- (h) take all reasonable precautions not to post, send or otherwise make available through the Service any material that contains any virus, trojan, worm or similar deleterious program that may damage or interfere with the operation of the Service or the computer system of GS1 or any third party user of the Service;
- (i) not post, send or otherwise make available through the Service any material that:
  - i. infringes GS1's or any third party's intellectual property rights;
  - ii. is defamatory, harassing or obscene;
  - iii. is illegal, fraudulent, misleading or deceptive; or
  - iv. is classified by GS1, in its reasonable sole discretion, as inappropriate for inclusion on the Service;
- (j) provide to GS1 information which it reasonably requires in respect of the operation of the Service (as defined in this contract, the National Location Registry Rules and the Registration Form) and ensure that this information is both accurate and complete and is delivered to GS1 in a timely manner;
- (k) not breach or attempt to breach the security of the Service; and
- (l) not interfere with the normal operation of the Service.

9.2 GS1 agrees to:

- (a) comply with all applicable laws applying to it in respect of the operation of the Service; and
- (b) take reasonable precautions to maintain the security of the Service
- (c) make reasonable commercial efforts to ensure the Service meets all published specifications at service levels appropriate to the service functionality.

9.3 You agree to indemnify GS1 and keep it indemnified against any claim, loss, damage, action, demand, remedy, suit, proceeding or right of action which GS1 suffers or incurs arising out of or in connection with:

- (a) a breach of this contract by You;
- (b) any claim, loss, damage, action, demand, remedy, suit, proceeding or right of action against GS1 by any third party relating to Your access to or use of the Service, other than in relation to a claim by a third party that any of Your Content infringes the intellectual property rights or Moral Rights of that third party where You have acted in accordance with this contract;
- (c) any access to, or use of, the Service by any employee, contractor, agent or associate of You;

- (d) any claim by a third party that any Content infringes the intellectual property rights or Moral Rights of that third party;
- (e) any failure by You to comply with any National Location Registry Rules; and
- (f) without limiting the foregoing, any error, inaccuracy, omission, defect, lack of completeness, misrepresentation or other imperfection in respect of any of Your Content.

## 10.0 Liability

10.1 To the maximum extent permitted by law:

- (a) all terms, conditions and warranties which would otherwise be implied in this contract are excluded; and
- (b) where any implied term may not be excluded, GS1 limits its liability for breach of that term (at GS1's option) to:
  - (i) if the breach relates to services:
    - (A) the resupplying of the services again; or
    - (B) payment of the cost of having the services supplied again; and
  - (ii) if the breach relates to goods:
    - (A) the replacement of the goods or the supply of equivalent goods;
    - (B) the repair of the goods;
    - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (D) the payment of the cost of having the goods repaired.

10.2 Without limiting clause 10.1, GS1 does not warrant that the Service will be available at or for any particular time or that it will be free from error or interruption.

10.3 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) a breach of this contract by You;
- (b) Your failure to access or use the Service in accordance with any National Location Registry Rules;
- (c) Your use of or reliance on the Service;
- (d) any failure to provide all or part of the Service;
- (e) any failure to deliver any Auto Alert or Registration Notification;



- (f) any failure by any third party to take action in respect of any receipt of any Auto Alert or Registration Notification; or
  - (g) any support services, documentation or other products or services provided to You by GS1 in respect of your use of the Service, whether that Loss is direct, indirect or consequential Loss (including loss or corruption of data, loss of any agreement, 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).
- 10.4 You agree that 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).
- 10.5 GS1 does not warrant that the entitlement to use, or use of, the Service satisfies all or any Obligations referred to in the Australian Consumer Law.
- 10.6 You acknowledge and agree that the Fees charged by GS1 are determined:
- (a) with a view to making the Service accessible for use by persons rather than with the primary motivation of deriving profit; and
  - (b) on the assumption that the exclusions and limits on liability and the indemnities and releases from liability granted by You pursuant to this contract are, and will remain, enforceable against You,
- and You agree that the exclusions and limits on liability and the indemnities and releases from liability set out in this contract are fair and reasonable.

## **11.0 Intellectual Property**

- 11.1 Unless otherwise expressly provided in this document, You agree that all intellectual property rights in and to the Service are owned by GS1 or its licensors.
- 11.2 You warrant to GS1 that You own, or are entitled to use, the intellectual property rights in all Your Content and that You have the right to grant GS1 the licence referred to in clause 11.6.
- 11.3 You are solely responsible for management and enforcement of Your intellectual property rights with respect to Your Recipients and their use of Your Content. You agree that GS1 shall not be responsible for any Loss whatsoever incurred by You as the result of any use by Your Recipients of Your Content.



- 11.4 Where Your Content contains any material in which any third party has Intellectual Property Rights, You warrant to GS1 that You have the right to grant GS1 the licence referred to in clause 11.6 or You must procure a licence from that third party to GS1 in substantially the same terms.
- 11.5 You warrant that Your performance of this contract (including provision of any Content, data or information) or the use of any Content, data or information by GS1 and its personnel, and any registered user of the Service and their personnel, in accordance with this contract will not infringe the Moral Rights of the personnel of GS1 or any registered user. You must use reasonable endeavours to ensure that none of Your personnel or Your third party's personnel will institute, maintain or support any claim or proceeding against GS1, GS1's personnel, or registered users of the Service or their personnel, for infringement of any of their Moral Rights.
- 11.6 You grant, or must procure, GS1 a non-exclusive, perpetual, worldwide, irrevocable and royalty free licence, including the right to sublicense, to use, reproduce and adapt Your Content for the purposes of:
- (a) providing and operating the Service;
  - (b) making the Content available to any Recipient, User or third party (whether in connection with their use and/or Your use of the Service or otherwise) in accordance with the National Location Registry Rules, provided that those Recipients, Users or third parties use the Content for their internal business purposes only;
  - (c) making the Content available for other services of GS1 if applicable;
  - (d) making the Content available to third party certification organisations or to government authorities for audit and compliance purposes or otherwise as required to do so by law;
  - (e) complying with its Obligations under this contract; and
  - (f) carrying out any action reasonably contemplated by this contract.

## **12.0 Privacy, Confidentiality and security**

- 12.1 GS1's commitment to privacy is set out in the "**Privacy Statement**" available at the GS1 Websites (by clicking "Privacy"). You acknowledge that You have read and understood the Privacy Statement.
- 12.2 Where You are an individual, You understand and agree to GS1 obtaining, using and disclosing Personal Information about You on the terms and for the purposes set out in the GS1 Privacy Statement and for the purposes of providing You with the services contemplated by this contract and the National Location Registry Rules.

- 12.3 Where You are not an individual, You warrant that You have obtained all necessary consents and authorisations from any person whose Personal Information is provided by You to GS1 (including Personal Information relating to Company Users) for the use by GS1 of that Personal Information for the purposes of providing and operating the Service and otherwise in the manner contemplated by the GS1 Privacy Statement, this contract and the National Location Registry Rules.
- 12.4 You are advised that complaints about acts or practices of GS1 may be investigated by the Privacy Commissioner who has the power to award compensation against GS1 in appropriate circumstances.
- 12.5 Each party ("Recipient") must use reasonable endeavours to keep the confidential information of the other party ("Discloser") confidential, safe and secure and not disclose it to any person other than:
- (a) for the purposes contemplated by this contract;
  - (b) to the Recipient's agents, advisors, contractors and personnel who have a need to know, provided they are subject to an obligation to keep the confidential information confidential; or
  - (c) where required to do so by law.
- 12.6 Save as otherwise provided in, or contemplated by, this contract, the Recipient will use the confidential information of the Discloser solely for the purpose of using or operating the Service in accordance with this contract.
- 12.7 Subject to clause 12.8, in this clause, "confidential information" of a party means trade secrets, ideas, know-how, concepts, processes, data, plans, materials, product development and other information, regardless of its form, that the Recipient knows, or ought reasonably know, is required by the Discloser to be treated as confidential information.
- 12.8 Confidential information does not include any information that is:
- (a) public knowledge at the time it is supplied to the Recipient, or becomes public knowledge subsequently other than through breach of an obligation of confidence;
  - (b) information that the Discloser ought reasonably know is intended to be disclosed in the course of the Discloser's, or other User's, use of the Service (including Content); or
  - (c) in the Recipient's lawful possession prior to it being supplied to Recipient.



12.9 You acknowledge that the operation of the Service may involve the transfer of data to, and storage of data in, countries other than Australia. Such data may include Personal Information. You consent and agree to such transfer and storage.

## **13.0 Term and termination**

13.1 This contract commences on the first to occur of:

- (a) GS1 advising You of acceptance of Your Registration Form;
- (b) You accepting the terms of the Contract during access to the Service website; or
- (c) You accessing or using the Service,

and continues, subject to payment by You of the applicable Fees, until terminated in accordance with this contract or otherwise in accordance with law.

13.2 Either party may terminate this contract by written notice to the other party if:

- (a) the other party breaches any term of this contract and, if the breach is capable of being remedied, does not remedy it within 14 calendar days after receipt of notice requiring it to do so; or
- (b) the other party becomes insolvent, has a controller or receiver appointed, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due, or something having a similar effect to the foregoing happens in connection with the party.

13.3 Either party may terminate this contract at any time, without cause, by giving no less than 30 calendar days' notice in writing to the other party.

13.4 GS1 may, immediately terminate this contract by giving notice to you if:

- (a) You breach any of the provisions of clause 9.1; or
- (b) You fail to pay any amount payable to GS1 pursuant to this contract on the due date for payment.

13.5 Termination of this contract in accordance with this clause 13.0 or any other provision of this contract or otherwise in accordance with law shall not affect any accrued right or remedy of either party.

13.6 The provisions of clauses 3.5, 8.5, 9.0, 10.0, 11.0, 12.0, 13.0, 15.0, 16.0, 17.0 and 18.0 shall survive termination of this contract.

## 14.0 Application Program Interface

- 14.1 You acknowledge that if you have implemented the NLR API:
- (a) it functions as specified; and
  - (b) it may alter with each functional update release and that You are solely responsible for:
    - (i) ensuring that any of Your 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 reach release.
- 14.2 GS1 will endeavour to:
- (a) ensure that the NLR API functionality is stable;
  - (b) ensure that the NLR API functionality will only change in ways defined within the release; and
  - (c) make changes to the NLR API with minimum impact to the recipient.

## 15.0 Notices

- 15.1 All notices and other communications in connection with these Terms and Conditions:
- (a) must be in writing; and
  - (b) take effect from the time they are received unless a later time is specified.
- 15.2 If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Australia).
- 15.3 Notices and other communications sent by email are taken to be received at the time shown in the email transmission report as the time that the whole communication was sent.
- 15.4 It is Your responsibility to ensure that notices sent to You, or Your staff, by email are able to be received by the intended recipient and are not blocked, bounced or sent to off-line folders.
- 15.5 Notices for You will be sent to the address specified on Your Registration Form (or such other address as You may notify GS1 of from time to time). You may specify a different address for the National Location Registry service.



15.6 Notices for GS1 must be sent to the Compliance Officer of GS1 at GS1's address as notified to You from time to time.

## 16.0 General

16.1 The parties are independent contractors. Nothing in this contract makes a party an agent, partner or joint venturer of the other.

16.2 You may not novate this contract without GS1's prior written consent, such consent not to be unreasonably withheld.

16.3 This contract is the entire agreement between the parties concerning its subject matter.

16.4 An obligation of a party (other than an obligation to pay money) is suspended to the extent the party is prevented from performing that obligation because of an event beyond its reasonable control.

16.5 This contract is governed by the law in force in Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning this contract.

## 17.0 Definitions

In this contract the following words have these meanings unless a contrary intention appears:

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

**Authorised Personnel** means the Primary Contact, Service Company Administrator, Trading Partners, other contacts such as secondary contact, payment contact, invoice contact, and Company Users including staff, contractors and agents operating on Your behalf with Your express permission.

**Auto Alerts** means email notifications sent by the Service to the Service Company Administrator and other Company Users to notify changes made to the data held in the Service by other Users in respect of whom You have enabled to receive these notifications.

**Business Hours** means 9.00am to 5.00pm (AEST) on a day which is not a Saturday, Sunday or public holiday in Melbourne, Australia.

**Commercial Supplier** means an external service provider (and its subcontractors) who provide commercial off-the-shelf-software that is available to the general public or in the market for supply on standard commercial terms.





**Company Users** means persons or email addressees in respect of whom the Service Company Administrator has created user accounts in the Service to enable the receipt by that person or addressee of Auto Alerts and/or Registration Notifications.

**Content** means the text, information and other materials provided to GS1 (or directly to the Service) for the purposes of publication on the Service.

**Customer** has the meaning given in clause 6.1.

**Current National Location Registry Subscriber** means, in respect of a date, any person who has completed a Registration Form for the National Location Registry service that has been accepted by GS1 and GS1 has notified that person of acceptance prior to that date and whose access to the National Location Registry service has not been terminated at that date.

**Fees** mean GS1's fees for the use of and access to the Service, as published by GS1 from time to time, including on the GS1 Websites.

**Financial Subscriber Member** means, in respect of a date, those subscriber members of GS1 that are current and financial.

**Global Location Number** means a unique identification key used to identify Locations in respect of a User (including You) (and "GLN" has a corresponding meaning).

**GS1** means GS1 Australia Limited (ABN 67 005 529 920).

**GS1 Standards** means the set of standards (forming the GS1 System) that facilitate the unique identification, automatic data capture and efficient data sharing of all trade items, services, logistic units, consignments, assets, documents, relationships, parties, and locations at every point in the supply chain. The GST Standards are available at: <https://www.gs1.org/standards>

**GS1 Websites** means the websites maintained by GS1 at: [www.gs1au.org](http://www.gs1au.org) or [www.nationallocationregistry.org.au](http://www.nationallocationregistry.org.au) or such other website or websites as are maintained by GS1 for the purposes of providing the Service.

**GST** has the meaning given to that term in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended.

**Locations** means locations of any kind and level including physical locations, operational locations, digital locations, and legal entities.

**Log In** has the meaning given in clause 3.1.

**Loss** means any loss, cost, expense, liability or damage.

**Moral Rights** means a right of attribution of authorship, a right not to have authorship falsely attributed and a right of integrity of authorship.



**National Location Registry Rules** means (if any) any instructions, user documentation and other directions for use of the Service made available by GS1 to You (including any instructions relating to the Service published on the GS1 Websites) including:

- (a) access to the Service by Users;
- (b) the process of designation by Publishers of Recipients for disclosure of Content (made available through the Service);
- (c) disclosure of Content to Recipients;
- (d) processes, methods and tools used for uploading and download of Content;
- (e) mandatory requirements for Content; and
- (f) other matters in relation to the operation by GS1 of the Service or the use of the Service by Users.

**NLR API** means the GS1 defined software interface that allows computer program applications to connect, and exchange content, with the National Location Registry Service.

**Obligations** means legal or statutory obligations, standards or laws.

**Personal Information** has the meaning given in the *Privacy Act 1988* (Cth).

**Primary Contact** means the person nominated by You as the "Primary Contact" in the Registration Form or advised to GS1 pursuant to clause 7.4.

**Publisher** means any person or organisation who provides, or is likely to provide, Content for use in the National Location Registry Service in relation to that person's or organisation's Locations.

**Recipient** means any person or organisation using the Service who has a need to access information about Locations.

**Registration Access Type** means the type of organisation that subscribed for the use of the Service specified in the Registration Form.

**Registration Form** means the registration form, whether online or manual, utilised for applying for access to the Service in the format determined by GS1 from time to time.

**Registration Notifications** means email notifications sent by the Service to the Service Company Administrator and to other Company Users to notify that a new User has registered for the Service.

**Service** means the on-line Global Location Number directory service, the National Location Registry operated by GS1 via the GS1 Websites (and "**National Location Registry Service**" and "**NLR**" has a corresponding meaning).



**Service Company Administrator** means the person nominated by You as the "Service Company Administrator" in the Registration Form or advised to GS1 pursuant to clause 7.4.

**Terms and Conditions** means clauses 0 to 18.0 of this contract.

**Third Party Service Provider** means a party authorised by a Publisher or Recipient to manage the transfer of Content to, or from, components of the Service on behalf of that Publisher or Recipient.

**Trading Partner** means a third party with whom the user of the NLR has an existing or known trading relationship.

**Turnover** means Your Australian based revenue, including all related entities in which you have a majority interest, for a 12-month period regardless of the number of Items utilising the GS1 System.

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

**You** means the entity whose details are set out in the Registration Form (and "you", "your" and "Your" has a corresponding meaning).

## 18.0 Interpretation

In this contract, unless the context requires otherwise:

- (a) headings are for convenience and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure of this contract;
- (f) a reference to this contract includes any schedules or annexures;
- (g) a reference to any document or agreement includes reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to "\$", "\$A" or "dollar" is a reference to Australian currency;
- (i) a reference to a time or date in connection with the performance of an obligation is a reference to the time or date in the State, Territory or other place where that obligation is to be performed;



- (j) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (k) words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa;
- (l) a reference to any legislation, statutory instrument or regulation shall be construed in accordance with the *Acts Interpretation Act 1901* (Cth) (or the equivalent State legislation, as applicable) and includes that legislation as amended from time to time; and
- (m) "include", "includes" and "including" are not words of limitation.