

<b>Title</b>	<b>GS1 General Terms for GS1 Services</b>
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## 1.0 This Agreement

- 1.1 This agreement sets out the general terms which govern Your access to and use of the GS1 Services and comprises:
- (a) the GS1 Specific Terms for the GS1 Service ("**GS1 Specific Terms**");
  - (b) the GS1 General Terms for GS1 Services ("**GS1 General Terms**");
  - (c) the GS1 Membership Agreement;
  - (d) Your Registration Form; and
  - (e) The GS1 Terms of Trade.
- (Collectively "**this Agreement**"),
- 1.2 In the event of an inconsistency in terms of this Agreement, the order of the documents as presented in this clause will prevail to the extent of the inconsistency.
- 1.3 You, and any person who accepts this Agreement on Your behalf:
- (a) agree to the terms of the Agreement;
  - (b) warrant full legal capacity and power is present to enter into the Agreement to satisfy the obligations specified; and
  - (c) warrant that any necessary due diligence has been completed to make the decision to enter into the Agreement.

## 2.0 Registration and Membership

- 2.1 You will be permitted access to and use of the GS1 Service you subscribe to when GS1 Australia receives and accepts Your Registration Form.
- 2.2 You acknowledge that GS1 Australia is a membership based organisation and each user of GS1 Services is required to be a GS1 Member. A Primary Entity GS1 ID Key will be licensed for identification purposes to You pursuant to the GS1 Membership Agreement.

## 3.0 Term

- 3.1 This Agreement commences when You access and use the GS1 Service and continues until the GS1 Specific Terms for the Service are terminated in accordance with Clause 14.0.

## 4.0 GS1 Services

- 4.1 GS1 Australia will provide You with a username and password or other confidential sign on details ("Sign On Details") to access and use a GS1 Service.
- 4.2 You acknowledge and agree that any act or omission of any of Your Authorised Personnel or any other person accessing GS1 Service from any computer system operated by You or via Your Login (including acceptance of the terms of this Agreement or any variation to them) shall be treated as an act or omission of You.
- 4.3 Where You subscribe to more than one GS1 Service, the GS1 Specific Terms for each GS1 Service govern those GS1 Services alone.
- 4.4 You must not use the GS1 Service or any Content provided as part of the GS1 Service in a manner that may cause damage or loss to GS1 Australia or to any person who has supplied the Content to GS1 Australia.
- 4.5 GS1 Australia may access the GS1 Service on Your behalf without notice for purposes associated with the GS1 Service, including but not limited to administration, training, education and support.
- 4.6 GS1 Australia does not guarantee that the GS1 Service will be available, or will so perform, at all times. It will use reasonable endeavours to schedule controlled maintenance activities outside of Business Hours.
- 4.7 You acknowledge that GS1 Australia is not a party to any activity or transaction conducted through, or as a result of, the GS1 Service and, to the fullest extent permitted at law, that GS1 Australia 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 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);
  - (c) for any action or transaction undertaken based on information provided to, obtained from, or accessed through the Service (including any claim or dispute relating to the transaction);
  - (d) with respect to any product promoted or purchased or sold as a result of the GS1 Service or the terms of any such transaction;
  - (e) for any failure by You to comply with any Applicable Law;

- (f) in respect of any act, matter or thing arising out of any transaction, action or inaction involving or associated with your use of the GS1 Service (including any claim or dispute relating to that transaction, action or inaction); or
- (g) for any act, matter or thing arising out of the introduction or transmission of malicious information, files or code provided to, obtained from, assessed through the use of, the GS1 Service.

## **5.0 Your Obligations**

### 5.1 You must:

- (a) comply with this Agreement and any other agreements with GS1 Australia;
- (b) keep the Sign On Details secret and immediately notify GS1 Australia of any breach of their security;
- (c) comply with all Applicable Laws;
- (d) comply with reasonable directions given by GS1 Australia and all Rules and Instructions in relation to the GS1 Service. You acknowledge that any failure to comply with Rules and Instructions in relation to the GS1 Service may result in the Service failing to operate in the manner intended;
- (e) use the GS1 Service for internal business purposes and strictly in accordance with the GS1 Specific Terms in Schedule 1 and for the purposes contemplated by this Agreement;
- (f) You must advise GS1 Australia if any will third party to access or use the GS1 Service;
- (g) not tamper with or modify, or attempt to tamper with or modify, the GS1 Service;
- (h) take reasonable precautions not to post, send or otherwise make available through the GS1 Service any material that contains any virus, trojan, worm or similar deleterious program that may damage or interfere with the operation of the GS1 Service;
- (i) not breach, or attempt to breach or interfere with the security or normal operation of the GS1 Service;
- (j) where the GS1 Service is unavailable for any reason, take all necessary alternate steps to ensure compliance with this Agreement;
- (k) take all precautions necessary and appropriate in the circumstances to protect the security, privacy and confidentiality of the GS1 Service;

- (l) provide to GS1 Australia information and data which is reasonably necessary for Us to make available the GS1 Service and ensure that the information and data is both accurate and complete and delivered to GS1 Australia in a timely manner and in the form required;
- (m) obtain at your own cost all equipment and software necessary to enable You to access and use the GS1 Service;
- (n) ensure that all Your Content is, and remains, accurate and up to date;
- (o) where relevant to the GS1 Service, be responsible for the results of all access to Your Content by Your Trading Partners, staff or other representatives;
- (p) ensure that You comply with all legal requirements relating to any publication of Content, notwithstanding your use of the GS1 Service in respect of that Content;
- (q) not post, send or otherwise make available through the GS1 Service any material that: (i) infringes the GS1 Service's or a third party's Intellectual Property Rights; (ii) is defamatory, harassing or obscene; (iii) is illegal, fraudulent, misleading or deceptive and (iv) is classified by GS1, in its sole discretion, as inappropriate for inclusion in the GS1 Service; and
- (r) ensure that Your Authorised Personnel is adequately trained to use the GS1 Service and complies with this Agreement.

5.2 You must appoint a Primary Contact to:

- (a) maintain, and keep up to date, Your details and Content on the GS1 Service;
- (b) have the sole responsibility for creating, altering or deleting Sign On details enabling other Authorised Personnel to access and use the GS1 Service;
- (c) assign appropriate roles and levels of access to Your Authorised Personnel;
- (d) discharge any actions and obligations agreed to in relation to the GS1 Service; and
- (e) notify GS1 Australia of the appointment of Authorised Personnel and any change to the details of any Authorised Personnel.

## 6.0 Rights and Obligations

### 6.1 GS1 Australia must:

- (a) comply with all Applicable Laws with respect to the GS1 Service;
- (b) take commercially reasonable precautions to ensure that the security, privacy and confidentiality of the GS1 Service is not breached;
- (c) make reasonable commercial efforts to ensure the GS1 Service performs substantially in accordance with the user documentation and meets all published specifications and (where applicable) service levels appropriate to the service functionality;
- (d) re-perform any support services not performed in accordance with GS1 Service Terms and Conditions provided that You provide notice to GS1 Australia within 30 days after support services are performed; and
- (e) otherwise comply with this Agreement.

### 6.2 GS1 Australia may:

- (a) from time to time make modifications to the GS1 Service, including its design, functionality, and appearance and without notice to You;
  - (b) at any time, without any liability to You, remove from the GS1 Service any Content (and any data, text or information entered onto the GS1 Service by any third party) which it reasonably regards as:
    - (i) infringing GS1 Australia's or any third party's intellectual property rights or Moral Rights (including, but not limited to, third party certification organisations);
    - (ii) defamatory, harassing or obscene;
    - (iii) illegal, fraudulent, inaccurate, incorrect, incomplete, misleading or deceptive or likely to mislead or deceive persons accessing or viewing the Content;
    - (iv) inappropriate, incorrect, inaccurate or incomplete;
    - (v) failing to meet any requirement in the GS1 Standards or requirements for Content specified in the GS1 Smart Media Rules;
    - (vi) likely to cause a breach of this Agreement (including, without limitation, any warranty) by You; or
    - (vii) likely to cause a breach of any Applicable Law.
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- (c) at any time without consultation with You, remove from, or prevent from being loaded into the GS1 Service, any GLNs and/or GTINs where those GLNs and/or GTINs have not been licensed directly to You, by a recognised GS1 member organisation; and
- (d) at any time, discontinue a GS1 Service or any product, system, service, directory or catalogue provided through, or associated with, the GS1 Service. GS1 Australia will use its reasonable endeavours to provide at least 48 hours' notice of any such discontinuance where practicable. Should GS1 Australia discontinue the provision of the GS1 Service in its entirety, GS1 Australia 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.
- (e) Acting reasonably, GS1 Australia may at any time and for any reason suspend Your or any third party (including any of Your Trading Partners) access to or use of the GS1 Service without any liability to You. Subject to clause 15.1, GS1 Australia will use its reasonable endeavours to provide at least 48 hours' notice of such suspension where practicable but will not be liable to You if it does not do so.
- (f) ensure that Content will be restricted, at the time of sharing, to publicly available product data depending on the community visibility date.

6.3 Subject to any requirements under Applicable Laws, GS1 Australia may use Your Content about Your Items for the following purposes:

- (a) to improve, develop and benefit the GS1 System and GS1 Services;
- (b) to administer the GS1 System and GS1 Services;
- (c) for research, development and training;
- (d) to share with data Recipients participating in the GS1 System;
- (e) to provide to any third-party certification organisation or government authority for audit or compliance purposes or otherwise as required by law;
- (f) to share with GS1 International and GS1 Member Organisation services such as, but not limited to, services provided within the GS1 Registry Platform which are shared with data Recipients participating in the GS1 System; and
- (g) for any incidental purposes related to those set out in this clause.



## **7.0 Fees and payment**

- 7.1 The payment of the Fees is governed by the [GS1 Terms of Trade](#).
- 7.2 You must pay GS1 Australia the Fees set out in the GS1 Specific Terms or as otherwise communicated to You by GS1.
- 7.3 You must provide GS1 Australia with a Turnover Declaration by 31 May of each relevant year. Where You do not provide the Turnover Declaration, GS1 Australia may charge Your Licence Fee at the GS1 Default Licence Fee Default Rate in accordance with GS1 Terms of Trade.
- 7.4 GS1 Australia may, from time to time, vary the Fees by providing not less than 14 days written notice. Publication of the variation on GS1 Australia's website, including the effective date of the change, shall constitute written notice of such changes unless otherwise advised by GS1 Australia. Your continued use of the GS1 Service after such notice shall constitute acceptance of the change.

## **8.0 Indemnity**

- 8.1 You agree to indemnify and keep indemnified GS1 and its officers, employees, agents, contractors and service providers ("Those Indemnified") from and against any Loss which Those Indemnified suffer or incur arising out of or in connection with:
  - (a) a breach by You or Your Authorised Personnel of any provision of this Agreement (including, without limitation, any representation made or warranty given under this Agreement); or
  - (b) Your or Your Authorised Personnel's use or misuse of the GS1 Service or any Content, Data, or information provided as part of the GS1 Service;
  - (c) Any Product You or Your Personnel generate using a GS1 Service;
  - (d) any allegation that use, publication or distribution of Your Content infringes any Intellectual Property Rights or Moral Rights of any person, any contravention or alleged contravention of applicable laws by You or otherwise any allegation that any Content has been provided in breach of any representations or warranties in these terms and conditions;
  - (e) any fraud or negligent act or omission or wilful misconduct by You or Your Authorised Personnel;

- (f) if You are a Publisher, any claim, loss, damage, action, demand, remedy, suit, proceeding or right of action against Those Indemnified by any Recipient or third party relating to:
  - (i) an allegation or finding that any Content in relation to Your Products infringes the Intellectual Property Rights or Moral Rights of that or any other third party; or
  - (ii) an allegation or finding that any Content in relation to Your Products is illegal, fraudulent, inaccurate, incorrect, incomplete, misleading or deceptive or likely to mislead or deceive, offensive or defamatory.

8.2 Your liability to indemnify GS1 under this clause will be reduced proportionately to the extent that GS1 contributed to the Loss.

## **9.0 Liability**

9.1 To the maximum extent permitted by law, GS1's liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into this Agreement by any legislation ("Statutory Warranties") is hereby excluded.

9.2 Where GS1 is liable under any Statutory Warranties, and any legislation prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such Statutory Warranties, GS1's liability for any breach of such Statutory Warranties shall be limited, at GS1's option, to one or more of the following:

- (a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the cost of replacing the goods or of acquiring equivalent goods; or the cost of having the goods repaired; and
- (b) if the breach relates to services: the supplying of the services again or the cost of having the services supplied again.

9.3 Without limiting Clause 9.2, GS1 does not represent or warrant that:

- (a) the GS1 Service will be available at or for any particular time or that it will be free from error or interruption;

- (b) support services including (without limitation) Ongoing Data Maintenance will be available at or for any particular time, or that they will be free from error or interruption;
- (c) the entitlement to use, or use of, the GS1 Service satisfies all or any Obligations referred to in the Australian Consumer Law.

9.4 To the maximum extent permitted by law, GS1 excludes all liability (whether arising in contract, tort or otherwise) that it may have for any Loss arising from or in connection with:

- (a) a breach of this Agreement by You or Your Authorised Personnel;
- (b) Your failure to access use of the GS1 Service in accordance with any Instructions or Rules;
- (c) the access to, use of, action taken, or decision made, by You in reliance on the GS1 Service;
- (d) the use of, or reliance on, any other service or software which integrates, in any way, with the GS1 Service;
- (e) the use of, or reliance on, any Content on the GS1 Service including, but not limited to, the availability, quality, correctness, accuracy, completeness or suitability of any Content on the GS1 Service;
- (f) the use of, or reliance on, any Deliverables of, or in, Product Launch Services including, but not limited to, the availability, quality, correctness, accuracy, completeness or suitability of such Deliverables;
- (g) any support services, documentation or other products or services provided to You by GS1 in respect of Your use of the GS1 Service or any other information available through the Services;
- (h) any unauthorised access to, or alteration of, transmissions of data or information to or from Your electronic device or available through the GS1 Services;
- (i) any interruption, error or defect in the GS1 Services or information available through the GS1 Services;
- (j) any failure to provide all or part of the GS1 Service;
- (k) any support services, documentation or other products or services provided to You by GS1 in respect of Your use of the GS1 Services;

- (l) the access of use of the Content by any governmental regulatory or other authority or body, whether that Loss is direct, indirect or consequential (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).
- 9.5 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) save to the extent such Loss arises directly from any breach of Applicable Law, negligence or wilful misconduct by GS1 Australia.
- 9.6 You acknowledge and agree that the Fees charged by GS1 are determined by GS1:
- (a) with a view to making the GS1 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 Agreement are, and will remain, enforceable against You, and accordingly, You agree that the exclusions and limits on liability and the indemnities and releases from liability set out in this Agreement are fair and reasonable.

## **10.0 Intellectual Property and Moral Rights**

- 10.1 All pre-existing Intellectual Property Rights or Moral Rights belong to the party that owned those rights prior to the acceptance of this Agreement.
- 10.2 Unless otherwise expressly provided, You agree that all registered and unregistered, present or future Intellectual Property Rights and Moral Rights in and to the GS1 Services and GS1 System, any Content and Deliverables and other materials developed by GS1 Australia in the course of providing the GS1 Service or GS1 System, are owned by GS1 Australia or its licensors.
- 10.3 You warrant to GS1 Australia that You own, or are entitled to use the Intellectual Property Rights in the Content and, that You have the right to grant GS1 Australia the licence under Clause 10.5.

- 10.4 You agree that where any claim is made that Your use of the GS1 Service or GS1 System or any data or information provided as part of the GS1 Service or GS1 System, involves or constitutes any breach of the Intellectual Property Rights of GS1 Australia or of any third party, You agree to discontinue all such use upon becoming aware of such claim or upon receipt of any direction from GS1 Australia to do so.
- 10.5 Pursuant to Clause 10.3, and where applicable to the GS1 Service or GS1 System, You grant, or must procure, GS1 Australia a non-exclusive, perpetual, worldwide, irrevocable and royalty free licence, including the right to sublicense, to use, reproduce and adapt Your Content to the extent required for GS1 Australia to perform its obligations under this Agreement without infringing any Intellectual Property or Moral Rights.
- 10.6 For the avoidance of doubt, the licence under Clause 10.5 does not, transfer ownership of intellectual property rights or moral rights to GS1 Australia.

## **11.0 Use of Trademarks and Logos**

- 11.1 With GS1 Australia's prior written consent, You may use the GS1 Australia Trademarks for marketing purposes and promotion of the Items.
- 11.2 You grant GS1 Australia a non-exclusive, worldwide, royalty free, licence to use Your Trademarks for the purpose of identifying You on GS1 Australia marketing material as a subscriber of the applicable GS1 Service. We shall cease using Your Trademarks immediately upon reasonable request by You.

## **12.0 Privacy**

- 12.1 You acknowledge that You have read and understood the [Privacy Policy](#) and consent to the collection, use and disclosure of Personal Information in accordance with the Privacy Policy and for the purposes of providing You with the services in accordance with this Agreement.

- 12.2 Where You are not an individual, You warrant that You have obtained all necessary consents from any person whose Personal Information is provided by You to GS1 Australia to provide and operate the GS1 Service in the manner contemplated by the GS1 Privacy Policy, this Agreement, the Instructions for Use, and, where applicable, and the National Location Registry Rules.

### **13.0 Confidentiality**

- 13.1 Each party ("Receiving Party") must 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 Agreement;
  - (b) the Receiving Party's agents, advisors, contractors and Authorised 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.
- 13.2 The Receiving Party will use or disclose the Confidential Information of the Discloser solely for the purpose of using or operating the GS1 Service in accordance with this Agreement, and in the case of GS1 Australia the provision of GS1 Services to You or disclosure to third party certification organisations or government authorities (as applicable).

### **14.0 Termination**

- 14.1 Acting reasonably, GS1 may immediately suspend your use of the GS1 Service or terminate the GS1 Specific Terms of a GS1 Service by giving you prior written notice if:
- (a) You breach a material provision of this Agreement and fail to remedy that breach within 14 days of receiving notice requiring You to do so;
  - (b) You engage in any dishonesty, serious misconduct or serious neglect of duty in connection with the GS1 Service;
  - (c) You engage in any act or omission that in GS1's reasonable opinion has or will have the likely effect of causing material damage to GS1; or
  - (d) the GS1 Master Australian Licence is terminated or GS1 Australia otherwise ceases to hold the necessary licence rights to allocate GS1 ID Keys or Electronic Product Codes in Australia.
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- 14.2 Either party may immediately terminate the GS1 Specific Terms of a GS1 Service by prior written notice to the other party if:
- (a) the other party breaches any material term of this Agreement which is not capable of being remedied; or
  - (b) the other party is subject to an Insolvency Event.
- 14.3 Either Party may terminate the GS1 Specific Terms of a GS1 Service without cause at any time by giving thirty (30) days prior written notice to the other party.
- 14.4 Termination of this Agreement does not affect either party's rights and obligations accrued prior to termination.
- 14.5 Upon termination of any GS1 Specific Terms:
- (a) The GS1 Specific Terms for the relevant GS1 Service will end;
  - (b) Your right to access and use that GS1 Service shall cease;
  - (c) if You are a Publisher, You acknowledge that all access, through the GS1 Service, by Your Recipients to Content in relation to Your Products shall be suspended;
  - (d) You must pay all Fees due or payable to GS1 Australia under this Agreement within seven (7) days; and
  - (e) Unless otherwise specified, You are not entitled to a rebate or refund of any Fees already paid in advance.
- 14.6 For the avoidance of doubt:
- (a) where You have subscribed to several GS1 Services, the GS1 Specific Terms for the applicable GS1 Service govern that GS1 Service alone. Termination of one of GS1 Service will not impact the other GS1 Specific Terms You may have with GS1 Australia and the GS1 General Terms will also continue to apply to those GS1 Services; and
  - (b) where You terminate all the GS1 Specific Terms, the GS1 General Terms will cease to operate.

## **15.0 Notices**

- 15.1 All notices in connection with this Agreement must be in writing and take effect from the time they are received unless a later time is specified.
- 15.2 You must appoint a Primary Contact to receive notices from GS1 Australia in relation to the GS1 Service and notify GS1 Australia of any changes to the Primary Contact.
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- 15.3 Notices sent by:
- (a) registered post are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Australia);
  - (b) email are taken to be received at the time shown in the email transmission report. You must ensure emailed notices are able to be received by the intended recipient.
- 15.4 GS1 Australia will send Your notices to the address specified on Your Registration Form. You must immediately advise GS1 Australia of any changes to your address.
- 15.5 Notices for GS1 Australia must be sent to Customer Service at GS1 Australia's address as notified to You from time to time.

## **16.0 General**

- 16.1 Non-Exclusivity - Nothing in this Agreement precludes or limits GS1 from providing professional, development or other services of any kind or nature to any other person or entity.
- 16.2 No Partnership - The parties are independent contractors. Nothing in this Agreement makes a party an agent, partner or joint venturer of the other.
- 16.3 No Assignment - You may not assign or novate this Agreement without GS1's prior written consent.
- 16.4 Entire Agreement - This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes all previous agreements, understandings and negotiations concerning that subject matter.
- 16.5 No Waiver - A provision of this Agreement or a right created under this Agreement may not be waived except in writing, signed by the party giving the waiver.
- 16.6 Force Majeure - 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.
- 16.7 Jurisdiction - This Agreement is governed by the law in force in the state of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning this Agreement.



- 16.8 Severability - If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be read down (or, if it cannot be so read down, severed) so that the validity and enforceability of the remaining provisions are not affected.
- 16.9 Survival: Provisions, conditions and covenants of this Agreement that are intended to have effect after or on termination of the Agreement shall survive termination. Specifically, the following provisions survive termination: Clause 8.0 (Indemnity); Clause 9.0 (Limitation of Liability); Clause 10.0 (Intellectual Property); Clause 11.0 (Use of Trademarks); Clause 13.0 (Confidentiality).
- 16.10 Variations: –
- (a) GS1 Australia may vary this Agreement at any time by providing not less than fourteen (14) days' written notice to You.
  - (b) Publication of amended terms and conditions of this Agreement on GS1 Australia's website shall constitute written notice to You. Any such variation notified by GS1 Australia takes effect immediately after such notice period (unless a later date is specified in the notice).
  - (c) If You choose not to accept the variation to the terms and conditions, You must terminate this Agreement in accordance with Clause 14.3.
  - (d) Your continued Use of the GS1 Services after such notice shall constitute acceptance of the amended Agreement.

## 17.0 Definitions

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

**Additional Products and Services** means all products and services provided by GS1 Australia other than the GS1 system, including, without limitation, all training, testing, consultancy and data synchronisation services (such as the National Product Catalogue ['NPC'] or Smart Media).

**Applicable Laws** means any and all statutes, regulations, by-laws, ordinances, subordinate legislation or regulatory requirements in force from time to time which pertains to Your use of, and access to, the GS1 System and GS1 Services.

**Authorised Personnel** means the Primary Contact, Third Party Service Provider or other parties notified to GS1 Australia in writing from time to time who are expressly authorised to act for and on Your behalf.

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

**Content** means Product images, Product photography, Product information, Product certifications, Product related reports or other digital data and files relating to Products provided by You to GS1 for purposes of inclusion in the GS1 Service and includes, without limitation:

- (a) any images, photography, information, certification, reports and other digital data and files updated by GS1 on the Publisher's behalf; and
- (b) any images, photography, information, certification, reports and other digital data and files transferred from, or linked to, in accordance with the GS1 Smart Media Rules (including, without limitation, data transferred from, or linked to, from other GS1 data services such as the National Product Catalogue service) (whether by You or GS1 on the Publisher's behalf); and
- (c) any images, photography, information, certification, reports and other digital data and files provided by any third party on the Publisher's behalf; and
- (d) any images, photography, information, certification, reports or other digital data linked to in any website designated by the Publisher.

**Confidential Content** means the prices of, or trading terms relating to, any Products included in a catalogue hosted on the National Product Catalogue, which You have designated as being available only to particular trading partners, and other Content to the extent to which, according to GS1's rules for the National Product Catalogue from time to time, it is subject to restrictions on disclosure.

**Confidential Information** means any information, technical data, trade secrets relating to ideas, know-how, concepts, processes, data, plans, materials, product development, Log In details provided 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 but does not include any information that is:

- (a) public knowledge at the time it is supplied to Receiving Party, or becomes public knowledge subsequently other than through breach of an obligation of confidence; or
- (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 and Notifications); or
- (c) in the Receiving Party's lawful possession prior to it being supplied to Receiving Party.

**Constitution** means the Constitution of GS1 as amended from time to time.

**Content Creation Service** means the service that GS1 optionally provides to assist with production, management and sharing of product images and on-pack data for digital marketing.

**Data** means information about a product that has been provided to the GS1 Global Registry Platform by a Data Provider.

**Data Provider** means a person who has provided Data about their GTINs to the GS1 Registry Platform.

**Data Recipient** means any person viewing or using any Data and includes, without limitation, consumers, retailers, internet application providers and public authorities.

**Fees** mean GS1's annual fees for the GS1 Services, as published by it from time to time, or as agreed to by GS1 in writing (and "Fee" has a corresponding meaning).

**Force Majeure** means an unforeseeable event beyond the reasonable control of a party including act of God, lightning strike, earthquake, high winds, flood, storm, tsunami, landslide, explosion, fire, strikes, civil, disturbances, other industrial actions, war, terrorism, riot, epidemic, pandemic, government action and acts of the enemy.

**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 the collective reference to GS1 Australia, GS1 International and GS1 Member Organisations.

**GS1 Australia (We/Us)** means GS1 Australia Limited (ABN 67 005 529 920), a company limited by guarantee.

**GS1 Company Prefix** means a unique string of digits assigned to You by a GS1 Member Organisation to be used to issue GS1 identification keys. GS1 Company Prefixes starting with a zero ('0') become U.P.C. Company Prefixes by removing the leading zero.

**GS1 Content** means any data (whether in the form of text, images or otherwise) created or developed by GS1 or on its behalf.

**GS1 General Terms** means the general terms which, in addition to the GS1 Specific Terms, govern the GS1 Services offered by GS1 Australia.

**GS1 ID Keys** means GS1 identification keys licensed in respect of a subscriber member of GS1 Australia, the GS1 Company Prefix and associated range of GS1 Identification numbers, and individual keys Assigned by GS1 Australia that are licensed to that subscriber member by GS1 Australia in accordance with the GS1 Master Australian Licence and any additional related information issued to that subscriber member by GS1 Australia in accordance with the GS1 Standards, regardless of how they are encoded in data carriers. For the avoidance of doubt, a GTIN constitutes a GS1 ID Key.

**GS1 ID Key Type** means the type of GS1 ID Keys issued by GS1 Australia in accordance with the GS1 Master Australian Licence, including, without limitation, GTINs and GLNs.

**GS1 International** means GS1 association international sans but lucratif, the international not for profit association incorporated under Belgian law with registered office at Avenue Louise 326, 1050 Brussels, Belgium, registered with the register of legal entities (district of Brussels) under number 419.640.608.

**GS1 Master Australian Licence** means the type of GS1 ID Keys issued by GS1 Australia in accordance with the GS1 Master Australian Licence, including, without limitation, GTINs and GLNs.

**GS1 Member** means a subscriber as defined in the Constitution of GS1 as amended from time to time.

**GS1 Member Organisations** means members of GS1 International and which includes GS1 Australia and 'GS1 Member Organisation' has a corresponding meaning.

**GS1 Registry Platform** means a registry of keys and associated data that includes components including but not limited to infrastructure, global data dictionary, GS1 licence registry, GS1 key registry, data in services and data out services.

**GS1 Rules and Instructions** means GS1 Standards, or of any other GS1 manual, standard, guideline, rule, specification, direction, instruction, publication or form relating to the Agreement, access and use of the GS1 Services and/or GS1 System and specifically includes the National Location Registry Rules.

**GS1 Service(s)** means any services offered by GS1 from time to time in under this Agreement and set out in Schedule 1.

**GS1 Specific Terms** means the GS1 service terms and conditions set out in Schedule 1 which govern the access to and use of the GS1 Services.

**GS1 Standards** means any standards (as varied from time to time) that provides for identification and communication of GS1 Content and information regarding products, assets, services and locations and includes specifically the Product Image Specification GS1 Standards Document (as varied from time to time). The GS1 Standards are available at: <https://www.gs1.org/standards>

**GS1 System** means:

- (a) the system of issuing or allocating GS1 ID Keys and Barcode Symbols in accordance with the GS1 Master Australian Licence;
- (b) the system of issuing or allocating Electronic Product Codes; and
- (c) electronic business messaging systems, but expressly excludes all Additional Products and Services.

**GS1 Terms of Trade** means GS1 terms and conditions which govern payment and invoicing for the GS1 Services. They can be viewed at [www.gs1.org](http://www.gs1.org).

**GST** has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**GTIN** means Global Trade Item Number and constitutes a GS1 ID Key.

**Insolvency Event** means a 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.

**Intellectual Property Rights** means any and all:

- (a) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trademarks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions and discoveries;
- (b) applications for grant of any of the above;
- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (d) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

**Item** means a trade item, process, service, shipment, asset, entity, location or other objects.

**Loss** includes:

- (a) any liability, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a party); and
- (b) direct, indirect losses and consequential losses or damages (whether arising in negligence, breach of contract or breach of any other law) including loss or corruption of data, (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); and
- (c) 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 including those arising of any third party claim.

**Moral Rights** means moral rights under the Copyright Act 1968 (Cth) or other analogous rights arising under any laws that exist or that may come to exist, anywhere in the world and include a right of attribution of authorship, a right not to have authorship falsely attributed and a right of integrity of authorship.

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

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

**Primary Entity GS1 ID Key** means a global location number licensed to You for the period during which You are subscribed to a GS1 Service(s) and/or remain a member of GS1 pursuant to the GS1 Australia Membership Agreement.

**Products** means goods of any kind including barcodes produced and generated using the GS1 Logistics Labelling Tool.

**Publisher** means a person who is either:

- (a) located in Australia and/or New Zealand and who is a supplier of commercial quantities of Products anywhere in the world; or
- (b) located outside of Australia or New Zealand and who is a supplier of commercial quantities of Products in Australia and/or New Zealand, and who provides, or is likely to provide, Content for use in the GS1 Service in relation to that person's Products. For the sake of clarity, GS1 may elect not to accept any Registration Form from a person as a Publisher if GS1 is not satisfied, and until such time as the person satisfies GS1, that the person is supplying, or intends to supply, commercial quantities of Products.

**Recipient** means any person who is a Trading Partner of a Publisher (or a person who is likely to become a Publisher). For the sake of clarity, GS1 may elect not to accept any Registration Form from a person as a Recipient if GS1 is not satisfied, and until such time as the person satisfies GS1, that the person is a Trading Partner of a Publisher or person likely to become a Publisher.

**Registration Form** means the registration form for a GS1 Service, in such form as is designated by GS1 from time to time.

**Third Party Service Provider** means a party authorised by a Publisher or Recipient to manage the transfer of Content to, or from, the GS1 Service on behalf of that Publisher or Recipient.

**Trading Partner** means, in respect of a Publisher:

- (a) a retailer (including online retailer), wholesaler or buying group of the Publisher's Products;
- (b) a government department or agency who acquires the Publisher's Products (including any government health department or health agency) or any public or private hospital or other health care services provider who acquires the Publisher's Products; or
- (c) a person belonging to any similar class of persons published by GS1 from time to time as being a "Trading Partner" who acquires the Publisher's Products.

**Trademark** means any word, name, symbol, design or any combination thereof:

- (a) associated with GS1 Australia, the GS1 System and/or GS1 Services; and/or
- (b) associated with Your Items,

and are governed by the licensing consent under Clause 11.0.

**Turnover Declaration** means the declaration You must provide to GS1 Australia in accordance with the GS1 Terms of Trade.

**Us or We** means GS1 Australia Limited and the company with which You made this Agreement.

**Use** means the manufacture, sale, trade, exchange, storage, distribution, or management of Items to which GS1 ID Keys have been assigned by You and those Items are in your direct or indirect possession, custody and/or control.

**User** means a person using the GS1 Service for the purpose of accessing the Content in relation to Products and includes, without limitation:

- (a) a Publisher; or
- (b) a Recipient; or
- (c) GS1, or any other person authorised by GS1, for the purpose of providing access to other persons to view the Content in accordance with this Agreement.

**You** means the individual, company, corporation or other legal entity whose details are set out in the Registration Form to which this Agreement relates and any executors, administrators, successors and permitted assigns of that entity, and "Your" has a corresponding meaning.