

Title	National Location Registry Specific Terms and Condition of Use
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Table of Contents

1.0	This Agreement.....	1
2.0	The Service	1
3.0	Application of Program Interface.....	1
4.0	Publisher’s Obligations.....	2
5.0	Recipient’s obligations	4
6.0	Third Party Service Provider’s obligations	5
7.0	Approved Third Party Data Solution Providers	7
8.0	General Obligations.....	8
9.0	Fees and Payment	8
10.0	Liability	8
11.0	Intellectual Property.....	9
12.0	Termination	10
13.0	Definitions	10

1.0 This Agreement

- 1.1 The National Location Registry Specific Terms and Conditions of Use ("**GS1 Specific Terms**"), in addition to the GS1 General Terms for GS1 Services ("**GS1 General Terms**"), set out the terms and conditions which govern Your access to and use of the National Location Registry service.
- 1.2 By accessing and using the National Location Registry service ("**GS1 Service**") you agree to the:
- (a) GS1 Specific Terms; and
 - (b) GS1 General Terms.
- (together the "**GS1 Terms**")

In the event of an inconsistency in the GS1 Terms, the order of the documents as presented in this clause will prevail to the extent of the inconsistency.

2.0 The Service

- 2.1 GS1 Australia will provide You with a User ID and Password ("Sign On") in order to enable You to access and use the GS1 Service. You must keep the Sign On details assigned to You confidential at all times and not permit any person, other than Your Authorised Personnel, to use the GS1 Service, and then only in accordance with this Agreement.
- 2.2 GS1 Australia will use reasonable efforts to ensure that Content made available through the GS1 Service is available only to persons who are Users.

3.0 Application of Program Interface

- 3.1 You acknowledge that if you have implemented the NLR API:
- (a) it functions as specified in the Rules and Instructions; and
 - (b) it may alter with each functional update release; and
 - (c) 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.

3.2 GS1 Australia 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.

4.0 Publisher's Obligations

4.1 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.

4.2 You may provide to GS1 Australia any Content in relation to Your Locations for the GS1 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 Australia to do any of the above in paragraphs (a), (b) or (d) on Your behalf.

4.3 Without limiting any other provision of the GS1 Terms and unless otherwise specified by GS1 Australia 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 GS1 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 Australia'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).
- 4.4 The above responsibilities apply even when GS1 Australia has done some action, under Your direction on Your behalf, in relation to Your Profile Settings or Content.
- 4.5 GS1 Australia may, at any time, without any liability to You, remove from the GS1 Service any Content which it reasonably regards as:
- (a) infringing GS1 Australia'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;
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- (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 Agreement (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 Australia 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 In accordance with Clause 6. of the GS1 General Terms, GS1 Australia may use your Location content 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 Australia, 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 If GS1 becomes aware of such acts or omissions by a Commercial Supplier, GS1 will make reasonable efforts to inform the Commercial Supplier about the act or omission and request that the Commercial Supplier remedy the act or omission, and rectify any consequences associated with the act or omission, immediately.
- 4.10 A reference in these GS1 Specific Terms to Content provided by You is a reference to Content provided in any of the ways described in Clause 4.2.

5.0 Recipient's obligations

- 5.1 You may receive Content only relating to those Publishers in respect of whom You are a Recipient ("**Your Publishers**") from the GS1Service 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 Australia to do any of the above in paragraphs (a) or (b) on Your behalf.
- 5.2 For the avoidance of doubt, nothing in this Agreement 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 Australia, at any time:
 - (a) by the Publisher for any reason; or
 - (b) by GS1 Australia for any reason including, without limitation, if the Publisher has been suspended or terminated.
- 5.4 GS1 Australia will attempt to notify You of any such suspension or termination but will not be liable to You if it does not do so.
- 5.5 You acknowledge and warrant that You are responsible for the ongoing use of any Publisher's Content on the GS1 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 You, in Your capacity as Publisher and/or Recipient, are responsible for any Third Party Service Provider acting on Your behalf with respect to the use and access of the GS1 System or GS1 Service. The actions of the Third Party Service Provider will be construed as Your actions for the purposes of the GS1 Terms.
 - 6.2 You must ensure that the Third Party Service Provider:
 - (a) has the requisite authority to act on Your behalf and You must provide evidence of such authority to GS1 Australia on request;
 - (b) has all necessary licences in relation the use of Your Content;
 - (c) has read, understood and agrees to the GS1 Terms; and
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- (d) complies with all Applicable Laws.
- 6.3 GS1 Australia may elect not to provide, or to suspend or terminate, at any time the Third Party Service Provider access to and use of, the GS1 Service until such time as GS1 Australia has evidence that the requirements in clause 6.2 are satisfied.
- 6.4 Unless otherwise specified by GS1 Australia in writing, where You have subscribed to the GS1 Service via a Third Party Service Provider you acknowledge that GS1 Australia is not a party to any transaction between You and the Third Party Service Provider. The terms and conditions of any agreement between You and the Third Party Service Provider are not binding on GS1 Australia and do not in any way affect the GS1 Terms. Should your agreement with the Third Party Service Provider cease to be in force you will remain a subscriber of the GS1 Service until You terminate your subscription in accordance with the GS1 General Terms.
- 6.5 The Third Party Service Provider may deal or exchange Content relating to the Recipient or Publisher with the GS1 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 the Recipient or Publisher Locations in a manner specified in the National Location Registry Rules; or
 - (c) directing GS1 Australia to do any of the above in paragraphs (a) or (b) on the Recipient or Publisher's behalf.
- 6.6 For the avoidance of doubt, nothing in this Agreement permits the Third Party Service Provider to access or use Content for any party other than Recipient or Publisher or in any way other than as expressly provided in this clause and the Third Party Service Provider is expressly prohibited from accessing or using any Content for:
- (a) their own business purposes (other than acting on behalf of the Recipient or Publisher to do any of the above in paragraphs 6.5(a)-6.5(c)); or
 - (b) the purposes of resale or redistribution in whole or in part.
- 6.7 The Third Party Service Provider understands that access to or use of Your Content on the GS1 Service by the Third Party Service Provider may be suspended, without liability to GS1 Australia, at any time:
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- (a) by the Publisher or Recipient for any reason; or
 - (b) by GS1 Australia for any reason including, without limitation, if the Publisher or Recipient for whom the Third Party Service Provider acts have been suspended or terminated.
- 6.8 GS1 Australia will attempt to notify the Third Party Provider of any such suspension but will not be liable to You if it does not do so.

7.0 Approved Third Party Data Solution Providers

- 7.1 An Approved Third Party Data Solution Provider may access the Content contained in the National Location Registry for the purpose of:
- (a) Searching the National Location Registry;
 - (b) Downloading the Content from the National Location Registry for inclusion and integration of the Content with the data of the Approved Third Party Data Solution Provider and may be sold or distributed as an integrated service of the Approved Third Party Solution Provider.
 - (c) For the avoidance of doubt, and notwithstanding Clause 5.2, Content is prohibited to be sold or redistributed unmodified without being integrated with the data of the Approved Third Party Solution Provider.
- 7.2 The Approved Third Party Data Solution Provider will indemnify and hold harmless GS1 for any loss, cost or expense arising from arising from the use of the Content in accordance with Clause 7.0.
- 7.3 To qualify as an Approved Third Party Data Solution Provider, the organisation must:
- (a) Be an organisation that employed a combination of hardware, software and network technologies to capture, process and analyse data to harness the power of data to improved performance, enhance safety, optimize operations and create innovative service for their customers or benefit their sector more broadly; and
 - (b) Have accurately completed the Approved Third Party Data Solution Provider Section of the Registration Form to the satisfaction of GS1 Australia; and
 - (c) GS1 Australia must provide written confirmation of acceptance of the organisation as an Approved Third Party Data Solution Provider.

8.0 General Obligations

- 8.1 Without limiting any other provision of the GS1 Terms, and unless otherwise specified by GS1 Australia, You are solely responsible for:
- (a) the results of all access to Your Content by Your Trading Partners, staff or other representatives;
 - (b) 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.
- 8.2 GS1 Australia 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.
- 8.3 GS1 Australia 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.

9.0 Fees and Payment

- 9.1 You must pay GS1 Australia the Fees for the GS1 Service as advised to You in writing by GS1 Australia.
- 9.2 Unless otherwise agreed to in writing between the parties, the GS1 General Terms will apply to the payment of Fees.

10.0 Liability

- 10.1 In addition to, and without limiting Clause 9 of the GS1 General Terms, to the maximum extent permitted by law GS1 Australia will not be liable for any Loss suffered or incurred from or in connection with:
- (a) any failure to provide all or part of the GS1 Service;
 - (b) any failure to deliver any Auto Alert or Registration Notification;
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- (c) any failure by any third party to take action in respect of any receipt of any Auto Alert or Registration Notification.

11.0 Intellectual Property

- 11.1 In addition to Your obligations under the GS1 General Terms, You are solely responsible for management and enforcement of Your Intellectual Property Rights with respect to Your Recipients and their use of Your Content.
- 11.2 To the maximum extent permitted at law, You agree that GS1 Australia shall not be responsible for any Loss whatsoever incurred by You as the result of any use by Your Recipients of Your Content.
- 11.3 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 11.4 or You must procure a licence from that third party to GS1 in substantially the same terms.
- 11.4 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 to third party certification organisations or to government authorities for audit and compliance purposes or otherwise as required to do so by law;
 - (d) complying with its Obligations under this contract; and
 - (e) carrying out any action reasonably contemplated by this contract.

For the avoidance of doubt, nothing in this clause 11.4 will permit GS1 to alter in any way the designation of Content given by the Publisher for Recipients when using the Service as contemplated by the National Location Registry Rules.

12.0 Termination

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

13.0 Definitions

In these GS1 Specific Terms, the following words have these meanings unless a contrary intention appears. Other meanings not specified below are set out in the GS1 General Terms:

Approved Third Party Data Solution Provider means an organisation accepted by GS1 Australia in writing upon completion of the Approved Third Party Data Solution Provider Registration Form.

Auto Alerts means email notifications sent by the GS1 Service to the Primary Contact 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.

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 addresses 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.

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 GS1 Service as advised to You in writing by GS1.

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 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).

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

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 Australia defined software interface that allows computer program applications to connect, and exchange content, with the National Location Registry Service.

Primary Contact means the person nominated by You in the Registration Form or advised to GS1 pursuant GS1 General Terms.

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 GS1 Service who has a need to access information about Locations.

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.

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.