

General Terms and Conditions GS1 Belgium & Luxembourg

1. Definitions

General Terms and Conditions: these general terms and conditions of GS1, apply to all legal relationships of GS1 with its Members and Contractors, as approved at the GS1 Governing body meeting on October 26, 2023.

Barcode: see GTIN.

Contribution: any information (oral and written) provided by a contributor during meetings of GS1 bodies, consultation bodies, and working groups.

Contributor: any participant in meetings of GS1 bodies, consultation bodies, and working groups.

Contractor: GS1 clients who have not acquired Member status and only purchase GS1 standards, solutions, and services.

Data: the Product Master Data uploaded by the Data Uploader and all conceivable digital files related to these products, including PDF files, photo files, artwork, video files, SDS, and/or certificates.

Data Recipient: any Member or Contractor who uses GS1 Standards, solutions, and services and who takes Data from MPM Share for this purpose.

Data Uploader: any Member or Contractor who uses GS1 Standards, solutions, and services to make Data available to Data Recipients via MPM (Share) and the GS1 GDSN Network, including the GS1 GO Registry platform.

Fees: the price of Membership Fees and/or for the provision of the respective GS1 Standards, solutions, and services and the GS1 Data Quality Programme as published on the GS1 website. The Fees are set by the GS1 Governing Body and published on the website.

GCP: see GS1 Company Prefix.

GCN: Global Coupon Number.

GLN: Global Location Number, a unique and unambiguous number that identifies an address or location of a legal entity, a subsidiary of a legal entity, or a distinct department within a legal entity, or a functional entity within a legal entity.

GS1 Data Quality Programme: the audit programme to which GS1 subjects Data Uploaders, which is payable and whereby the conclusions are also binding on them. The GS1 Data Quality Programme is described on the GS1 website.

GS1 GDSN Network: the GS1 Global Data Synchronization Network, whose use is made available under the conditions published in the [GLOBAL REGISTRY ACCESS AND LICENSE AGREEMENT \(gs1.org\)](https://www.gs1.org/Global-Registry-Access-and-License-Agreement).

GS1 AISBL: GS1, international non-profit association, Avenue Louise 326, 1050 Brussels, company number: 0419.640.608, RPM Brussels, Brussels section.

GS1: GS1 Belgium & Luxembourg ASBL, whose registered office is located at 1000 Brussels, Galerie Ravenstein 4 B10, company number 0418.233.415, RPM Brussels, Brussels section.

GS1 Company Prefix: a unique number assigned by GS1 through a license to identify a legal entity.

GS1 AISBL Registry Platform: the database in which product identity cards worldwide are uploaded.

GS1 Standards, solutions, and services: collective term for the products and services provided by GS1, such as subscriptions to MPM Identify or MPM Share, licenses for one or more GCPs, GTINs, a GLN, My Coupon Manager, as well as all other current and future products and services.

GTIN: the unique Global Trade Item Number (EAN codes) and/or unique Barcode number assigned by GS1 to each consumer unit, carton, or other commercial unit of a product.

MCM: see My Coupon Manager.

Member/Members: member/members of GS1 as described in the GS1 statutes.

Membership: being a member of GS1.

Membership Fee: as defined in Article 6.1.

Member Organisations: GS1 member organisations in countries other than Belgium and Luxembourg that are part of GS1 AISBL. <https://www.gs1.org/contact/overview>.

MLM: My Location Manager, or the platform under MPM Identify that allows the creation and management of GLNs.

MPM Identify: the central platform provided by GS1 to Members, with which they can:

- create and/or manage GTINs, download Barcodes;
- create and manage GLNs via MLM;
- create Product Identity Cards that are automatically uploaded to the GS1 AISBL Registry Platform.

MPM Share: the central platform whereby GS1 facilitates data exchange between Members and Contractors and their business partners.

My Coupon Manager: the electronic coupon processing platform provided by GS1.

My GS1: the platform on which a Member can manage its Membership or a Contractor can manage its product or services (GS1Standards, solutions and services).

Opt-out Period: a period of one (1) month from the upload of Data during which the Data Uploader can still prevent specific Data Recipients from accessing the Data it has uploaded.

Software: all software (including the My GS1 platform) used for and provided to Members and Contractors in the context of providing GS1 Standards, solutions, and services.

Turnover: the total annual turnover of the Member or Contractor as published in the “Central Balance Sheet Office” of the National Bank or in the tax return or equivalent official document in the country of incorporation.

User License: rules governing the use of GS1 Standards, solutions, and services, including these general terms and conditions and the GDSN Access & License Agreement. Any user license is an exclusive and personal right of use, non-transferable (including by universal or particular succession), non-lendable in any way, and revocable. A product identification can never be reused for other products. Any use is subject to compliance with all applicable conditions for the relevant GS1 services and the periodic payment of the Membership Fee or fixed, specified Fees. A right of use can only be requested by the company that links its name to the product and legitimately markets it.

Verified by GS1: a tool provided by GS1 AISBL that allows to consult, based on the GTIN, the product identity card associated with it and the company that registered the identity card in the GS1 Registry Platform.

2. General Provisions

These General Terms and Conditions apply to each delivery or provision of GS1 Standards, solutions, and services, unless explicitly deviated from in specific agreements.

Their mere use implies that the concerned Member or Contractor has read the General Terms and Conditions and the GS1 AISBL GDSN Network conditions ([GLOBAL REGISTRY ACCESS AND LICENSE AGREEMENT \(gs1.org\)](https://www.gs1.org/global-registry-access-and-license-agreement)) and agrees with them.

Deviations from the General Terms and Conditions are only valid if they are explicitly and previously agreed upon in writing with GS1.

By joining GS1 as Members and/or using GS1 Standards, solutions, and services, Members and Contractors expressly declare that their own purchase and sales conditions do not apply to their relationship with GS1 and that all legal relations are governed by the General Terms and Conditions that they have read and accepted as essential conditions for GS1 to engage in a relationship.

Offers, quotations, and promotional offers are optional and only bind GS1 after written confirmation.

GS1 is entitled to modify the General Terms and Conditions at any time. The amended General Terms and Conditions will come into effect after their approval by the Governing Body and their publication on the GS1 website, possibly, but not necessarily, preceded by individual notification and a transition period. A Member or Contractor is deemed to have accepted the modification unless it has communicated its non-consent to the modification in writing to GS1 within thirty (30) days of publication. This provision does not prevent the General Terms and Conditions from coming into effect. The Member or Contractor can always accept their application, or in the case of non-consent, implicitly be assumed to have terminated with immediate effect their Membership or suspended the contract(s) in force, (and contrary to the provisions of Article 11 "Termination of Memberships and contracts"), implying that the concerned GS1 Standards, solutions, and services can no longer be used.

3. Use of GS1 Standards, Solutions, and Services – Distinction between Members and Contractors

3.1 Members

To access GS1 Standards, solutions, and services, including My Product Manager Identify, a company must be a Member of GS1 or a Member Organisation.

By becoming a Member, a company subscribes to the objectives of GS1, which can be consulted on the GS1 website.

A Member declares and confirms through its Membership that it has taken note of and that it consents to comply with and will implement the GS1 Standards, application guidelines, and other directives communicated by GS1, as well as their updated versions.

Only Members can attend GS1 working groups and committees. The Member must register in advance by signing or recording their presence, which will be included in the minutes. By signing, the Member acknowledges having explicitly read and accepted the provisions relating to intellectual property, see Article 7 – Intellectual Property below.

However, GS1 reserves the right to cancel the Membership or consider it void or as expired, if it appears that data/information provided by a Member with regard to the granting of Membership have been deliberately transmitted incorrectly or false or that a Member has intentionally failed to update data or information.

3.2 Contractors

GS1 also makes GS1 Standards, solutions, and services available to Contractors. Notwithstanding the fact that Contractors are not Members, by using them, they subscribe to the objectives of GS1 and declare and confirm that they have taken note of and consent to comply with and implement the GS1 Standards, application guidelines, and other directives communicated by GS1, and also especially the stipulations concerning the "Contribution" of participants, governing the transfer of intellectual property rights in accordance with the stipulations of Article 7 below.

4. Obligations of GS1

The services to which GS1 commits constitute best efforts obligations. GS1 will execute each agreement, and any later modifications agreed upon in writing in a professional manner, in accordance with common commercial practices. All other guarantees, explicit or implicit, are formally excluded unless explicitly agreed upon in a specific agreement.

5. Obligation of Members and Contractors to Comply with User licences Involving the Correct Use of GS1 Standards, Solutions, and Services

The use of GS1 Standards, solutions, and services implies strict compliance with the respective applicable User licence.

The mere use of GS1 Standards, solutions, and services implies that the Member and/or Contractor has read and accepted the User licence and consents to comply with it scrupulously.

Furthermore, the Member or Contractor undertakes to refrain from any deviating and/or unauthorised application of the User licence and to refrain from requesting its business partners to apply a deviation.

Requests for the allocation and use of GS1 Standards, solutions, and services are made through My GS1. However, additional or divergent terms of use may be submitted for signature to the Member or Contractor before any use is permitted. The User licence granted to the Member or Contractor is “exclusive,” meaning that the granted right of use cannot be transferred to third parties, in whole or in part. In the event of a split-off (division) of a Member or Contractor (splitt-off, division of the legal entity), the latter must contractually agree with GS1 in advance which resulting legal entity will retain the granted User licences. Only one legal entity is entitled to enjoy the rights of a User licence.

A Member or Contractor may not under any circumstances use a GS1 User licence:

- granted to third parties.
- that has not yet been granted.
- in a way, non-compliant with the User licence or in a modified way.
- for a product, object, or service other than that for which the User licence was initially granted.

The User licence takes effect on the date of subscription and allocation by GS1 and remains in force as long as the Fees are paid, and it is used in accordance with the applicable conditions.

A specific feature of a GCP User licence is that it is granted only once, meaning that GS1 will not be able to grant it to another legal entity (non-re-use policy).

In the event of non-compliance with the User licences by the Member or Contractor, including payment obligations, GS1 has the right to withdraw the right of use without any compensation or refund of the Fees or rates paid by the concerned Member or Contractor.

In addition, GS1 shall be entitled, ipso jure and without notice of default, to claim compensation in the event of persistent improper or unauthorised use, fixed damages assessed at a flat rate of one thousand (1,000) € per started month of any unauthorised or no longer authorised use (expiry of right of use/licence). GS1 thereby reserves the right to prove and claim its actual damages

The Member or Contractor is obliged to inform GS1 without delay of any findings made by it with regard to any irregular use or application of Standards, a GS1 company prefix, GS1 solutions and services, and/or the User licence.

6. Indemnification and Payment

6.1 Membership Fee

Each Member owes a Membership Fee (in accordance with the GS1 statutes).

The amount of the Membership Fee is set by the GS1 Governing Body based on turnover and published on the GS1 website. Turnover refers to the total annual turnover of the Member or Contractor as published in the National Bank’s “Central Balance Sheet Office” of the National Bank or in the tax return or equivalent official document in the country of incorporation.

The Membership Fee is “linked to turnover.” The Membership Fee is thus determined based on the Member’s turnover for the financial year preceding the year for which the Membership Fee is to be established by GS1.

The Member must communicate the latest known turnover to GS1: If a Member fails to communicate their total turnover to GS1, GS1 is entitled to charge a Membership Fee corresponding to a higher category than the last known applicable turnover category for the concerned Member.

However, this provision does not deprive GS1 of the right to charge the Membership Fee corresponding to the actual turnover if it proves to be higher or lower.

The Membership Fee is due, payable and fully acquired each time from 1st January of each year and valid for the entire calendar year (regardless of any termination occurring in the meantime).

6.2 Fees for Services Provided by GS1 Not Included in the Membership Fee

GS1 provides services outside the standard GS1 Standards, solutions and services offered under the Membership (and included in the Membership Fee) and this to Members and Contractors. The Fees for these services, as decided by the GS1 Governing Body, are published on the GS1 website.

If the Fees are "linked to turnover," the Fee is determined based on the turnover (of the respective Member or Contractor) for the financial year preceding the year for which the Fee is to be set by GS1. The Member or Contractor must therefore communicate the latest known turnover to GS1. If a Member or Contractor fails to communicate their total turnover to GS1, GS1 is entitled to charge a Fee corresponding to a higher category than the last known applicable turnover category for the Member or Contractor. However, this does not deprive GS1 of the right to charge the Fees corresponding to the actual turnover if it proves to be higher or lower.

6.3 Payment Terms

GS1 invoices are due and payable within thirty (30) calendar days. The mere non-payment on the due date shall automatically and without notice of default make interest on arrears payable from the due date, as stipulated in the Act of 2 August 2002 on combating late payment in commercial transactions (which is declared applicable here), increased by a lump-sum estimated compensation of ten (10) % of the principal amount due with a minimum of one hundred and twenty-five (125) EUR. Any request for a payment deferral must be submitted in writing, dated and signed. Acceptance of request to defer payment can only be made by an explicit written confirmation from a member of GS1's management.

Debt collection/recovery costs incurred, are charged to the defaulting Member or Contractor with a minimum flat rate of 75 EUR, as well as the awarded indemnity for litigation costs, in accordance with the corresponding laws and regulations. In addition, non-payment on the due date of a single invoice shall automatically and immediately render due the balance due of all other invoices, even if formally not yet due, addressed to Member or Contractor.

Billing (invoice) disputes must be notified to GS1 by registered letter within eight (8) calendar days from the first workable day following the billing date. Otherwise, the invoices are considered irrevocably and unconditionally accepted by the Member or Contractor.

Each Member is responsible for declaring its turnover and establishing the resulting Fees and Membership Fees. GS1 is not supposed to verify the turnover declaration and can never be held responsible for verifying the turnover or the resulting Fees or Membership Fees. To this end, the Member gives its "explicit" agreement that the Membership Fee resulting from the Member's erroneous declaration and invoiced is definitively acquired, enforceable, and therefore non-refundable. All specified Fees and Membership Fees are exclusive of VAT.

7. Intellectual Property

7.1 Intellectual Property of GS1 Standards, Solutions, and Services

GS1 and/or its subcontractors own (and/or are beneficiaries of) all intellectual property rights relating to the software, documentation, published reports, etc., as well as GS1 Standards, solution and services. The Member or Contractor only enjoys a temporary, personal, and non-transferable right of use.

7.2 Declarations Relating to the Intellectual Property of the Contribution

7.2.1 Contribution

By their mere presence, the Contributor agrees to transfer all intellectual property rights on any Contribution to GS1, regardless by whom the Contributor is represented in meetings or gatherings. The Contributor also agrees that any personal data (including that of their representative) may be exchanged with other Contributors.

GS1 is expressly authorised to process this information, including, but not limited to, in GS1 reports, notes, protocols, standards, solutions and services etc.

7.2.2 Rights to the Contribution

7.2.2.1 The Member or Contractor, being the Contributor, participant guarantees and ensures that the person representing it, or the person claiming to represent it, has the competence and right to provide the Contribution to GS1 in accordance with the conditions described herein.

7.2.2.2 The Contributor guarantees that to the best of their knowledge, no third party holds exclusive rights over parts of the Contribution as developed or provided by the Contributor or holds intellectual property rights that affect the part of the Contribution developed or provided by the Contributor.

7.2.2.3 If and to the extent that the Contributor is an individual in the service of a third-party legal entity, the Contributor specifically declares and guarantees that its legal entity holds no specific rights over the Contribution and holds no intellectual property rights that affect or impact the Contribution. If the legal entity holds such rights, the Contributor will have this legal entity sign a declaration that corresponds and gives effect to the stipulations of this Article 7.

7.2.2.4 The Contributor authorises GS1 to include the Contribution in, among other things, GS1 Standards, solution and services or supporting items and thus grants GS1 an exclusive, worldwide, royalty-free right and licence to use and publish the Contribution, alone or in combination with GS1 Standards, solutions and services or related items, and to distribute the Contribution to any party implementing or using GS1 Standards, solutions and services or related items.

7.2.2.5 By providing a Contribution of copyrighted material, including drawings, data compilations, software, or texts, the Contributor grants to GS1 a worldwide, exclusive, royalty-free licence to copy, publish, distribute, and create derivative works based on the Contribution or incorporating the Contribution.

7.2.3 Competence

The Member or Contractor, being the Contributor, participant declares and guarantees that it has the required competence to endorse this Article 7.

7.2.4 Mentions

The Member or Contractor, being the Contributor, will ensure that the indications, source mentions, copyright typographic signs, symbols, and marks found in the documentation, reports, software, and any other material, including copies, are preserved, as well as in all copies. For all practical purposes, we refer to Article 3.2 in fine.

8. Retention of Ownership

GS1 remains the owner of the GS1 Standards, solutions, services, and related information made available to Members in meetings set up by GS1, consultation bodies, and working groups or other through other channels.

Delivered GS1 Standards, solutions and services that would explicitly be the subject of a transfer of ownership shall remain the full property of GS1 until the price due in respect thereof, or other amounts that the Member or Contractor would owe GS1 under that transfer or agreement, have been paid in full. Until full payment thereof, only the risk shall pass to the Member or Contractor.

The concerned and specified Member or Contractor undertakes to keep the GS1 Standards, solutions and services 'individualised', and not to process, dispose of or encumber them with any personal or real right whatsoever until the price and all amounts due have been paid to GS1.

GS1 shall have the right in the event of any breach (a) to cease or discontinue any use of GS1 Standards, solutions and services by any person (b) reclaim and take possession of the concerned GS1 Standards, solutions and services(c) or enter and exercise its claims to compensation because of the established infringements.

9. Software

GS1 remains at all times the owner or licensee/beneficiary of all Software used in GS1 Standards, Solution and Services.

Unless otherwise explicitly agreed, each Member or Contractor only benefits from a non-exclusive, limited, non-transferable (including by loan or any other form of provision), and revocable right to use the Software as the Member or Contractor may use in the context of purchasing GS1 Standards, solutions, and services and within the limits there-off.

The Member or Contractor undertakes to use the Software (including source code) at all times in accordance with the terms of use of such Software and therefore among others not to copy, decompile, reconfigure, port, or otherwise modify it, nor to circumvent or disable any protection device.

10. Confidential Data

Each party shall take all reasonable precautions to maintain confidential any information received from or made available for inspection by another party or counterparty which it can or should suspect to be confidential.

This does not include (a) general available information concerning the Member or Contractor (b) the identity and holders of any company prefix, barcode or identification codes (c) article data which GS1 can also make available online and to which checks can also be carried out to verify correct use and which, among others are accessible to customers/ buyers. (d) data including the aforementioned, which GS1 must use to perform its services.

11. Civil Liability

All commitments of GS1, GS1 AISBL, or Member Organisations are obligations of means and best-efforts obligations. Fundamentally, GS1, GS1 AISBL, and Member Organisations make the Data available “as is” and “as available” without any additional guarantees or commitments.

Without prejudice to divergent mandatory legal provisions or explicit deviating contractual agreements, the aforementioned parties are only liable for direct damages caused by wilful misconduct, inexcusable serious misconduct, or fraud.

GS1, GS1 AISBL, and Member Organisations do not represent or warrant in any way the compliance of GS1 Standards, solutions, and services with the objective or their suitability for a specific use.

If the liability of GS1, GS1 AISBL, or Member Organisations is engaged as per the above, their liability is limited to the amounts paid to GS1 by the injured party during the twelve (12) months preceding the damage. Any liability for indirect damage, consequential damage, loss of profit, data loss, or damage to third parties is excluded.

Any claim against GS1, GS1 AISBL, and Member Organisations must be made as soon as the injured party has or could have become aware of any fact likely to cause damage, by registered letter. Except in cases of insurmountable ignorance, any claim in this regard shall lapse irrevocably no later than twelve (12) months after the date of the damaging event, and the Member or Contractor is deemed to have waived any rights to compensation.

The Member or Contractor indemnifies GS1, GS1 AISBL, and Member Organisations:

- against any payment of compensation resulting from claims (contractual, extra-contractual, or otherwise) by third parties or other Members or Contractors, for any inappropriate or unauthorised use of GS1 Standards, solutions, and services by the Member or Contractor, any fault, or any negligence.

- against all damages, costs, and expenses, including assistance and legal fees that GS1, GS1 AISBL, and Member Organisations would have to bear to defend their rights against such claims or the necessary costs to compel a defaulting Member or Contractor to comply with their obligations.

Any damages arising from the relationship between GS1, GS1 AISBL, or the Member Organizations and a Member or Contractor, claimant, whether the legal basis is contractual or extra-contractual, can only give rise to a claim against the legal entity as principal debtor (i.e. GS1, GS1 AISBL, or relevant Member Organisations) and can in no way form a basis for a claim against agents, auxiliary persons or appointees of the concerned legal entity who have been charged with the performance of an obligation (be it subcontractors, service providers, employees, directors), on a contractual or non-contractual basis, except for wilful misconduct or direct damages to physical integrity. The application of Section 6.3 of the Civil Code is excluded within the legal limits maximum also for serious fault.

Furthermore, reference is made to specific provisions relating to liability and compensation as stipulated in Article 14.

12. Termination of Memberships and Contracts

Any Member is free to resign from GS1 at any time by notifying its decision by registered letter.

A notification is to be made before 30 June of the current year and will take effect on 1 January of the following calendar year.

A notification made after this date only takes effect at the end of the following calendar year. The Member remains fully a Member, and contributions and Membership Fees remain due until the resignation takes effect.

Contracts concluded between GS1 and a Member or Contractor end at their expiration date.

Any Member who does not pay the due Membership Fees, within one month after being summoned by registered letter is considered a resigning Member. In the absence of regularisation, GS1 has the right to suspend all rights of use and access to GS1 Services.

Any Contractor who does not pay the Fees within one month after being summoned by registered letter will be deprived of the rights of use and access granted to them.

GS1 also has the right to terminate Memberships and contracts with immediate effect and without legal intervention, and/or to immediately suspend access to GS1 Services, if:

- the Member or Contractor violates the applicable provisions, including the statutes, terms of use of GS1 services or products, specific agreements concluded, or these General Terms and Conditions, or fails to comply with the obligations resulting from the above, after formal notice with the possibility of remediation, if remediation is possible.
- the Member or Contractor is in a state of bankruptcy, has ceased or dissolved its business activities, or has filed a petition in accordance with the provisions of the law on the continuity of enterprises of 30 January 2009 (for Belgian Members or similar legislation in the country of incorporation) or is in a state of suspension of payments (insolvency).

13. Processing of Personal Data

By applying for Membership or purchasing GS1 Standards, solutions, and services, the applicant agrees that GS1 processes their personal data in accordance with GS1's privacy policy (<https://www.gs1belu.org/en/documentation/privacy-policy>) and by reference the privacy policy of GS1 AISBL (<https://www.gs1.org/privacy-policy>).

14. Provisions Relating to the Upload and Purchase of Data Made Available to GS1, GS1 AISBL, and Member Organisations

14.1 Provisions Relating to the Upload and Availability of Data

(including data uploaded directly into GS1 Applications (such as Verified by GS1, My Product Manager, My Locations, My UDI Manager, etc.) or indirectly via GDSN.)

14.1.1 General Provisions

The Data Uploader knows and accepts that GS1 makes the Data they have uploaded available to Members and Contractors (i.e., third parties) of GS1, GS1 AISBL, or other Member Organisations worldwide. Additionally, certain Data may be accessible to specific categories of third parties, including consumers or public authorities.

14.1.2 Opt-out

However, GS1 grants an **OPT-OUT option** to the Data Uploader regarding the uploading of data into MPM share.

Before the Data is made available, a Data Uploader is informed of the identity of the Data Recipient(s) and the purpose for which the Data Recipient(s) will use the data. The Data Recipient will have access to the Data after one month.

The Data Uploader can refuse the Data Recipient via the Opt-out feature (check/uncheck).

14.1.3 Quality of Uploaded Data

The Data Uploader is solely responsible for the quality of the Data provided and must therefore deliver Data that is as accurate, complete, and up to date as possible with the utmost care. Similarly, the Data Uploader ensures that the Data complies with GS1 standards and the structure or format prescribed/specified by GS1 for Data files and software.

In particular, GS1, GS1 AISBL, and Member Organisations are not responsible for the Data and any detrimental consequences, damages, or liabilities that may arise from the use of the Data by third parties (or other Members or Contractors), for which the Data Uploader is solely responsible; nor are they responsible for the accuracy and compliance with the guarantees provided by the Data Uploader, especially those described in this article.

The Data Uploader will indemnify GS1, GS1 AISBL, and Member Organisations against any claims made against them in this regard; in particular, against any breach of the stipulations of these General Terms and Conditions, or the terms of use applicable to a provided service.

In summary, the Data Uploader guarantees to the other Members or Contractors or third parties that can access the Data, that the Data provided by it (or made available):

- (1) are accurate, complete, and up to date; that the Data Uploader has approved and verified the Data;
- (2) do not infringe or violate any trademark, copyright, portrait right, or any other intellectual property right, does not constitute a breach of data protection or privacy legislation, and specifically guarantees that if the Data Uploader uploads Data that has been made available to them by a third party, they can at any time provide GS1 with the relevant licence or the explicit and unambiguous consent of the third party upon first request;
- (3) do not involve any criminal offence by being defamatory, threatening, intimidating, or otherwise;
- (4) do not contain any malicious software code (including viruses, worms, time bombs, and Trojan horses);
- (5) do not contravene any law, ordinance, or judgment (legal or regulatory).

The Data Uploader will indemnify GS1, GS1 AISBL, and Member Organisations against any claims related to the Data uploaded by the Data Uploader, its dissemination or use, or the fact that it constitutes a violation or infringement of patent rights, copyrights, design rights, trademarks, or other intellectual property rights, or any

other applicable legislation. This includes the obligation to indemnify claims for damages, fines, penalties, costs, and expenses, including reasonable attorney's fees, that may result from such legal proceedings or claims.

If GS1 suspects or deduces that the uploaded Data is generally of "insufficient quality" (according to the criteria of the GS1 Data Quality Programme below) and in particular constitutes a breach of the provisions of this Article 14.1.3 or could harm GS1 or third parties in any way, GS1 may withdraw or refuse access to the use of GS1 Standards, solutions, and services temporarily or not (until the Data Uploader has addressed GS1's concerns), without any obligation or liability to the Data Uploader.

14.1.4 Control Exercised by GS1 over the Quality of Data Uploaded by the Data Uploader

Without prejudice to the Data Uploader's responsibility towards among others, GS1, GS1 AISBL and Member Organisations, the Data Recipient and third parties, the Data Uploader agrees to comply with the conditions of the GS1 Data Quality Programme established for this purpose. The GS1 Data Quality Programme is described on the GS1 website.

The GS1 Data Quality Programme may be modified, but only the modifications that Data Uploaders have been informed of before they take effect, after approval by the GS1 Governing Body and publication on the website, will be enforceable.

The Data Uploader remains permanently responsible for the quality of the Data.

14.1.5 Control Exercised by GS1 over the Proper Use of Data by the Data Recipient

The Data Uploader is responsible for verifying the use of the Data by the Data Recipients. The Data Uploader can request GS1 to intervene against any non-proper use in question by temporarily or permanently preventing/prohibiting the use. Proper use means use in compliance with:

- the provided right of use;
- the corporate purpose of GS1;
- the obligation to update the data;
- modifications and adaptations made to the structure of the software and Data files.

14.1.6 Use of Data by the Data Uploader at the End of the Collaboration

In the event of termination of Membership or contractual collaboration with a Data Uploader, GS1 retains the right to use the Data internally (which in such cases will be accompanied by a note indicating that the Data is no longer updated) and to inform third parties of the expiration of all rights, as well as the end of the collaboration with the Data Uploader.

14.2 Provisions Relating to the Use of Data by a user of Data (Data Recipient)

14.2.1 The Data Recipient may use the Data unchanged or enriched (Enriched Data – 14.2.3). By using the Data, the Data Recipient confirms that they know and accept that GS1, GS1 AISBL, and Member Organisations do not guarantee in any way the accuracy, correctness, or currency of the Data and that it is made available "as is" and "as available," as provided (by the Data Uploader).

- The Data Recipient will never use or disclose the Data in a manner that may be misleading, infringe the rights of third parties (including those of the Data Uploader), or constitute a breach of these General Terms and Conditions, applicable terms of use, or any regulation or legislation of any kind.
- The Data Recipient will respect the content of the Data as made available and will not modify or manipulate it during any expressly authorised dissemination or publication, failing which the Data may not be communicated or transmitted to third parties in any way, except as expressly authorised by these General Terms and Conditions, or as imposed or required by applicable mandatory legislation or regulation.
- The Data Recipient will not imply or pretend that it has any approval, confirmation, or mandate from the Data Uploader or GS1, GS1 AISBL, or Member Organisations during any authorised use or

dissemination (unless it has an explicit, specific, and written mandate to do so from the concerned party).

- The Data Recipient will always act diligently and will only use the Data in accordance with the guidelines for use and the purpose and limits/restraints of the service they are using, always in compliance with the terms of use they have accepted.
- The Data Recipient will refrain from reproducing (copying), modifying, translating, reverse engineering, disassembling, decompiling, or otherwise manipulating or using the source code, directly or indirectly, of the software, "tool," or application it uses or has access to via GS1, GS1 AISBL, or a Member Organisation, or any part thereof, or from assisting third parties in doing so, directly or indirectly.
- The Data Recipient who obtains Data containing personal data received from within the EU/EEA in any way undertakes to comply with applicable legislation at all times and to implement an appropriate level of protection, and in the absence of an adequacy decision, to at least comply with the "standard contractual clauses" or other applicable requirements.

14.2.2 Use of Unchanged Data: The Data Recipient is prohibited from reselling unchanged Data to third parties, using it in any other way for third parties, assigning a right of use, distributing or renting it, or making it available to third parties in any way. The Data may only be used for internal use, excluding any commercial use (whether as part of another product or service or not) and may therefore only be made available to employees (workers or agents). If applicable, the Data Recipient will ensure that any third party (e.g., subcontractor) complies with the applicable provisions of these General Terms and Conditions, and particularly this Article 14.

14.2.3 Provisions Relating to the Use of Enriched Data (Value Added Data):

- "Enrichment of Data/Enriched data" means, among other things, the combination of Data made available with other Data by the Data Recipient, or additions or modifications presenting a demonstrable added value (thus excluding simple copying or dissemination of Data). If they are made available to third parties again by a Data Recipient, these enriched Data must be labelled "enriched" or "Value Added Data." Furthermore, it is expressly stipulated that the Data Recipient will impose on the party to whom they make these Data available usage conditions equivalent to those they themselves have subscribed to, and therefore at least these General Terms and Conditions, particularly Article 14.2, and the general terms of use they have accepted to access the Data.
- In addition to the label "enriched" or "Value Added Data," the Data Recipient must explicitly state that they assume full responsibility for the accuracy and precision of the Data enrichment and the consequences of using the Value Added Data, explicitly exonerating and indemnifying GS1, GS1 AISBL, Member Organisations, from all direct, indirect, consequential, and any other damages suffered by parties or third parties during the use of the enriched Data.

14.2.4 If the Data constitutes or contains mandatory food information as defined in Regulation (EU) 1169/2011, a Data Recipient will clearly display a disclaimer when making it available to end users, which will include at least statements such as:

- "The data on this website/tool is provided 'as is' and 'as available'."
- "The use of the data is only authorised for personal, internal purposes and, where applicable, for the indicated purposes, which does not imply the transfer of intellectual property rights."
- "Any other use for other purposes, such as professional purposes, is strictly prohibited. Any misuse of the data or failure to comply with the provisions of this disclaimer (i) will not give rise to any claim against the data provider and (ii) may result in the immediate disconnection and cancellation of access to the data."
- "The data contains product information validated by food business operators and required by national and European laws and regulations. However, the data does not in any way replace legal or regulatory labelling or marking. The information provided on this site/tool cannot be interpreted as advice or guidance from doctors or dietitians. The data is not intended to encourage the user or any other person to purchase or use the product in question."

14.2.5 GS1 has the right, but not the obligation, to conduct checks on the correct use of the Data and to suppress any non-compliant use, including by temporarily or permanently preventing/prohibiting the use, and therefore, if necessary, suspending or terminating any access rights or use with immediate effect. See also

14.2.6 Furthermore, and in continuation of the provisions of Article 5, a Data Recipient who encounters a GTIN without a valid User licence will (i) inform GS1 of the GTIN in question; and (ii) if the Data Recipient is a sales organisation, the Data Recipient will inform the relevant persons within GS1 or another Member Organisation to regularise the use of the GTIN or prevent further use. For the application of this article, "invalid User licence" means a GCP licence, a unique GTIN licence, or another User licence that has expired or been terminated under the applicable terms of the User licence.

14.2.7 Without prejudice to the other stipulations of Article 14, it is expressly confirmed that the Data Recipient has access, via Verified by GS1, to Data or Value-Added Data that is not owned or managed by GS1 AISBL or GS1 or Member Organisations. The Data or Value-Added Data is made available on an "as is" and "as available" basis.

14.2.8 The checks and controls carried out by GS1 in Verified by GS1 are limited to automated logical checks and do not include physical or legal validation of the accuracy of the Data or Value-Added Data. Neither GS1 nor GS1 AISBL nor the Member Organisations represent or warrant that the Data is correct, complete, and/or up to date.

14.2.9 The use of Data via Verified by GS1 or otherwise is therefore at the Data Recipient's risk. GS1 does not guarantee that the Data or Value-Added Data made available within Verified by GS1 is safe or error-free, or that access to the Data or Value-Added Data will be free from disruptions or interruptions. Neither GS1, GS1 AISBL nor the Member Organisations represent or warrant that the Data or Value-Added Data made available within Verified by GS1 or otherwise is suitable for any regulatory purpose, including legal publication requirements in healthcare. To the extent permitted by law, GS1, GS1 AISBL, and the Member Organisations make no representations or warranties, express, implied, or otherwise, regarding the Data or Value-Added Data and their availability within Verified by GS1 or otherwise.

14.2.10 To the fullest extent permitted by law, GS1, GS1 AISBL, and the Member Organisations are not liable for the use of Data by the Data Recipient or for any failure or refusal to make Data available to the Data Recipient, and their liability cannot be engaged for any inconvenience or damage, for any legal reason whatsoever.

14.2.11 The Data Uploader, user, will fully indemnify and hold harmless GS1, GS1 AISBL, and the Member Organisations from claims, liability actions, damages, losses, or costs that directly or indirectly originate from or result from the use of Data or services that are offered in a manner that violates these General Terms and Conditions, applicable terms of use, or any legislation or regulation. In this context, the Data Recipient or user will settle upon first request all necessary or useful defence costs to preserve the rights of GS1, GS1 AISBL, or the Member Organisations, including legal and expert fees.

At the end of any access to Data or use of such Data or at the end of the relationship with GS1, GS1 AISBL, or the Member Organisations, the commitments of the Data Recipient or Data Uploader will remain in effect for a period of at least 10 years and as long as the Data Recipient holds any Data.

15. GS1 Organisation – Third-Party Beneficiary

All rights and usage possibilities enjoyed by GS1 under these General Terms and Conditions are also valid for GS1 AISBL and Member Organisations, as third-party beneficiaries who have accepted this right (Article 5.107 of the Belgian Civil Code).

16. Legal Jurisdiction and Competence

All disputes concerning Membership, GS1, and GS1 Standards, solutions, and services are governed by Belgian law. Only the courts of Brussels have jurisdiction, unless GS1 must appear before another court due to compulsory applicable legislation, and must summon a Member, Contractor or other concerned party, as a guarantor or intervener, in which case the concerned entity, that has agreed to these General Terms and Conditions, agrees to intervene voluntarily upon first request.

17. Specific Conditions

17.1 Special Conditions: Use of UDI in Accordance with [United States Food and Drug Administration \(US FDA\) Regulations](#)

17.1.1 Members who wish to use GS1 Standards, solutions, and services for the (unique) identification of medical devices must read, accept, and sign the special conditions below.

17.1.2 Additional Definitions for the Special Conditions of Article 17.1:

- Correction Period: a period of ninety (90) days after which the Member is required to remedy a Breach;
- Medical Device: a device marketed directly or indirectly (through a supplier-reseller) in the United States of America and considered a medical device by the US FDA under applicable US law;
- Breach: misinterpretation of the UDI, discrepancy between the name of the company holding the UDI licence and the company using the UDI, or any other inaccurate, incomplete, or outdated information regarding the UDI;
- UDI-DI: unique identification elements specific to the manufacturer of a UDI (see GTIN);
- UDI-PI: unique production information specific to a UDI;
- UDI: unique identification of Medical Devices assigned by “accredited parties” for this purpose, including GS1 Global Office and GS1. A UDI consists of a UDI-DI and a UDI-PI. Medical device suppliers are required to request the UDI and use it in accordance with the specific provisions of the US FDA;
- US FDA: [US Food and Drug Administration](#).

17.1.3 GS1 is a member of GS1 AISBL. Through the accreditation of GS1 AISBL, GS1 is in turn accredited by certain regulatory bodies as a UDI issuer. The Member is informed and aware that as part of their specific accreditation for the US FDA, GS1 AISBL and GS1 are subject to very strict rules and obligations, including the requirement to communicate the companies that use GS1 Standards, solutions, and services for the unique identification of Medical Devices.

17.1.4 The following rules apply to the use of UDI under the provisions of the US FDA:

(a) when applying for a licence to obtain UDI, the Member must inform GS1 of the UDI-DI that will be identified.

(b) The Member remains permanently responsible for the information they provide to GS1 regarding the Medical Device and for complying with all applicable legal obligations. Similarly, they will ensure that all information provided to GS1 in this regard is and remains permanently accurate and up to date.

(c) GS1 has the right at any time to verify the correct implementation of GS1 standards related to the application of UDI by the Member in question. The Member will provide all necessary assistance to enable GS1 to carry out the necessary checks.

(d) If GS1 identifies a Breach by the Member, it will notify the Member in writing. The Member must then remedy the Breach and inform GS1 that it has been remedied before the end of the Correction Period.

(e) Without being obliged to do so, GS1 may, after identifying a Breach that has not been remedied during the Correction Period, contact the Member up to eight (8) days after the end of this period to attempt to resolve the infraction amicably.

(f) It should be noted, however, that if the Breach is not remedied within an additional period of ninety (90) days from the expiration of the Correction Period, or if the Breach is repeated and/or intentional on the part of the Member, GS1 AISBL is authorised, in consultation with GS1, to inform the US FDA of the Breaches and to suspend or withdraw the right to use UDIs under US FDA rules if reported by the relevant supervisory body.

(g) The Member acknowledges being informed of and explicitly consents to GS1 communicating certain information to the US FDA, an obligation resulting from the legal obligations to which GS1 and GS1 AISBL are directly or indirectly subject. The communication may include:

- the mere fact that the Member uses the UDI under US FDA rules.
- the UDIs themselves.
- the identification of the Member.
- the communication of all identified and/or uncorrected Breaches.

17.1.5 The Member explicitly accepts that neither GS1 nor GS1 AISBL can be held responsible for the consequences, direct or indirect losses, and damages related to the communication of the aforementioned information by GS1 and/or GS1 AISBL to the US FDA.
