GS1 Ireland
Agreement with Data Providers

This agreement ("**the Agreement**") forms part of the Terms of Use ("**Terms of Use**") of GS1 Solutions including Barcode Manager, Verified by GS1 and the GS1 Global Registry Platform, is entered into by and between GS1 Ireland and the GS1 Ireland member which is identified as the Data Provider hereunder ("**Data Provider**"), and which provides its acceptance of these Terms of Use and the Agreement by click-to-accept. This Agreement is effective as of the date on which they were first accepted by Data Provider in accordance with the above. They are in addition to the GS1 Ireland Membership (Registration) Terms & Conditions and the Barcode Manager Terms of Use. Where there is any ambiguity between any Agreement or set of Terms, the GS1 Ireland Membership (Registration) Terms & Conditions shall prevail.

1. **Definitions**. In this agreement, capitalised terms shall have the following meaning:
   a) "**Barcode Manager**" or "**Barcode Manager Solution**" is a Web-hosted service provided by GS1 Ireland.
   b) "**Affiliate**" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by or is under common control with such person.
   c) "**Authorised Users**" means any person or entity accessing or using Barcode Manager through Data Provider's account.
   d) "**Brand Owner**" means a manufacturer or a retailer with private label products.
   e) "**Brand Owner Data**" means product data expressed as data attributes (whether in the form of text, images or otherwise) owned by or licensed to Data Provider and provided to GS1 for publication in and distribution through the GS1 Registry Platform.
   f) "**Data Recipient**" means a party viewing and/or using the Brand Owner Data, in or through the services and solutions made available via the GS1 Registry Platform, subject to the acceptance of applicable terms of use for such service or solution.
   g) "**Data Provider**" means the party (Solution Provider, data pool, etc) that has executed an agreement with GS1 GO or GS1 Ireland pursuant to which such party provides Brand Owner Data collected in another service or database operated by it to the Service from time to time.
   h) "**Designee**" means a party authorised by a Brand Owner to create, maintain, manage and/or deliver its principal's Brand Owner Data (including, without limitation, a distributor or a content provider), it being understood that such party must be able to demonstrate its authority to provide and license Brand Owner Data to GS1 for the purpose of the GS1 Registry Platform and grant the license set out in Section 6 at all times and at GS1's first request.
   i) "**GDS**" means a Global data synchronization service such as the GS1 Global Data Synchronisation Network, a network of interoperable data pools and the GS1 Global Registry™ that enables data synchronization per the GS1 System standards.
   j) "**GS1**" means GS1 GO and GS1 Member Organisations including GS1 Ireland.
   k) "**GS1 GO**" means GS1 Global Office (GS1 AISBL), an international not for profit association incorporated under Belgian law with registered office at Avenue Louise 326, 1050 Brussels, Belgium, (RPM Brussels: 419.640.608).
   l) "**GS1 Ireland**" means GS1 (GLOBAL STANDARDS 1 (IRELAND)), a company Limited by Guarantee (CLG),

incorporated and registered in Ireland with company number 404327 whose registered office is at The Nutley Building, Merrion Road, Dublin 4, D04 KF62, Ireland.

m) "**GS1 Member Organisation**" (GS1 MO) means a member organisation of GS1 as such term is normally understood with respect to GS1. GS1 Ireland is a one such GS1 Member Organisation.

n) "**GS1 Registry Platform**" means the registry platform, including all equipment, systems, software and processes necessary to operate it, operated by GS1 or any of its Affiliates from time to time to provide the Service.

o) "**GS1 Solutions**" means any solutions provided by GS1 for the registration and retrieval of the Data Provider's data. These include, but are not limited to, **Data-In solutions** such as Barcode Manager, GS1 GLN Registry and GS1 Links Registry, **Data-Out solutions** such as Verified by GS1 (VbG), the GS1 Digital Link Resolver and the GS1 Registry Platform.

p) "**GS1 system**" means the specifications, standards, and guidelines administered by GS1.

q) "**Party**" means the Data Provider or GS1 Ireland.

r) "**Policies**" means the Privacy Policy and any policies adopted, implemented, and/or modified by GS1 from time to time, governing operational aspects of the Service and made available on the Website.

s) "**Privacy Policy**" means the "GS1 Privacy Policy", as published on the Website and as amended from time-to-time.

t) "**Service**" has the meaning given in Section 3 below.

u) "**trusted**" means, in relation to Brand Owner Data, if such data originates from, is authorised or validated by a Brand Owner.

v) "**Verified by GS1**" (or **VbG**) means a Data-Out service provided by GS1 AISBL and GS1 Ireland.

w) "**Website**" means https://barcodemanager.gs1ie.org (or any successor website).

2. **Consent**. Data Provider understands and agrees that its Data (including any weblinks) is shared by GS1 Ireland with data recipients (which may include consumers) through both local and global GS1 services.

3. **Warranties**. Data Provider represents and warrants that its Data: (i) originates from, is authorised or approved (validated) by the Data Provider (ii) does not violate any third-party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party, or violates any applicable laws or regulations, and (iii) does not contain any virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful.

4. **Data Quality**. Data Provider understands that Data will be validated against and shall comply with the GS1 Global Standards Management Process-approved data validation rules and any other technical specifications that may be implemented and/or as amended from time to time. Data Provider shall be responsible for the quality of the data.

5. **Remedial Action.** If GS1 Ireland, in its sole discretion, suspects or believes that Data is submitted to or published in GS1 Solutions in violation of this agreement (e.g. it violates a third party's intellectual property rights), it may take appropriate remedial action (including, without limitation, by suspending the availability of, or definitively removing, the said Data from GS1 Solutions).

6. **Effect of Termination.** Notwithstanding termination of the GS1 Ireland Licence Agreement, GS1 may retain the data provided by Data Provider. By default, such data will be shown but marked as no longer updated or no longer active. Data Provider may however request that GS1 no longer shows the data.

7. **Limitation of Liability.** Data Provider shall be liable for the data it shares in the GS1 Solutions. To the fullest extent permitted by law, neither GS1 Ireland, GS1 AISBL nor any other GS1 Member Organisation shall be liable to a third party for any harm, effects or damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, even if advised of the possibility of such damages, arising out of or in relation to the third party's use of Data Provider's Data.

8. **Indemnity.** Data Provider shall fully indemnify, hold harmless and defend GS1 Ireland, GS1 AISBL, as well as any

GS1 Member Organisation from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs), brought by any consumer, government agency or other third party which arise out of, relate to or result from

a) any allegation that any use, publication or distribution of Data Provider Data infringes any patent, copyright, trademark, data base right or other intellectual property right;

b) any breach or alleged breach of the Agreement or any applicable laws or regulations by Data Provider and/or its Authorised Users; and/or

c) any allegation that any Data Provider Data has been made available in breach of the Data Provider warranties given herein.

9. **Designees.** If Data Provider acts on behalf of (e.g. as an agent, distributor, content provider) a Principal Data Provider (e.g. a manufacturer) to create, maintain, manage and/or deliver its Principal Data Provider's Data, Data Provider must be able to demonstrate its authority to provide Principal Data Provider's Data for the purpose and grant the license set out in this agreement at all times and on GS1 Ireland's first request.

10. **Restrictions on Data Use.** Data Recipient:

a) shall not present, publish or use Data in a manner that is false or misleading; infringes rights of third parties (including Data Provider or Designee's rights) and/or violates any applicable laws and regulations;

b) shall not modify the content of Data in publishing or disseminating such Data (unless it has express written authorisation of Data Provider or Designee to do so);

c) shall not publish or use Data in a manner that implies any endorsement by Data Provider, Designee or GS1 (unless it has express written authorisation of the Data Provider, the Designee or GS1 to do so);

d) shall only use the Data in accordance with the Permitted Use applicable to the Solution (see "Permitted Use of the Verified by GS1 Solution" below); and

e) shall not decompile, reverse-engineer, alter, or in any way tamper (or attempt to do so) with all or part of the GS1 Solutions or any software or solution comprised therein or connected thereto, nor cause, permit or assist any other person directly or indirectly to do any of the above.

Clauses [a)-e)] above shall survive any termination of access to any of the GS1 Solutions.

11. **Permitted Use of the Verified by GS1 Solution.** Data made available to Data Recipient via the Verified by GS1 ("VbG") Solutions shall be subject to the following terms of use (collectively, the "**Permitted Use**"):

a) a) for VbG API access, Data Recipient may not use, sell, sublicense, distribute or otherwise make available the Data to third parties, unless such use is part of a Value-Added Product. Data Recipient shall also ensure that any third party (including, but not limited to, solution providers, agents, subsidiaries, or sub-contractors) is also bound to comply with the restrictions on use set out in *Permitted Use* and *Restrictions on Use* sections. GS1 Ireland reserves the right to immediately remove Data Recipient's API access if Data Recipient is suspected or found to be in breach of the terms of this section. For the purpose of this section, "Value-Added Product" means a product or service offered by Data Recipient to its end-users that uses the Data and adds appreciable value to it, including, without limitation, by combining it with other data, information or analyses sourced or developed by Data Recipient or by processing or presenting the Data in a novel way. Replicating the Data and/or the Service shall not be considered as adding appreciable value; and

b) b) for Other VbG Solutions, Data Recipient may use the Data solely within its business and for its own business processes, excluding any commercial use ('commercial use' meaning any use where the Data is sold, leased, licensed or otherwise made available as a whole or in part, on its own or as part of another product/service). Data Recipient shall not share, release, submit or allow extraction of the Data by any party other than its own employees or agents.

12. **Inactive Licence.** In the event that Data Recipient encounters a GS1 Identifier (such as a Global Trade Item Number, a Global Location Number or a GS1 Company Prefix) that relates to an Inactive Licence,

a) Data Recipient may assist GS1 by notifying GS1 of said identifier; and

b) if Data Recipient is a sales organisation, GS1 recommends that it also notify its suppliers of such Inactive Licence for supplier to notify its respective GS1 MO. For the purpose of this section, "Inactive License" means a GS1 identification key licence that has either expired or terminated under the applicable terms and conditions.

13. **Suspension & Termination.** GS1 may suspend Data Recipient's access to, and use of, some or all of the GS1 Solutions with immediate effect if Data Recipient (or an Authorised User of Data Recipient) commits a material breach of any provision of these Terms of Use and until such breach is cured, or in order to prevent imminent damage to a third party. If the breach remains uncured for fifteen (15) consecutive days, GS1 shall have the right to terminate Data Recipient's access to and use of the GS1 Solutions with immediate effect. These Terms of Use shall survive any termination of Data Recipient's access to the GS1 Solutions.

14. **Disclaimer of Warranties.** The Data Out Solution(s) displays Data that is not owned nor controlled by GS1 AISBL, GS1 Ireland, or GS1 Member Organisations, therefore the Data is made available on an 'as is' and 'as available' basis. Verifications available from the Data Out Solution(s) are limited to automated logical checks and do not include physical or legal validations of the accuracy of the Data. Neither GS1 nor the GS1 Member Organisations, Data Providers nor Designees represent or warrant that the Data is accurate, complete and/or up to date. Use of the Data, and the Data Out Solution(s) is at Data Recipient's sole risk. GS1 does not represent or warrant that the Data Out Solution(s) will be secure or free from error or interruption. Neither GS1 AISBL nor GS1 Ireland represent or warrant that the Data Out Solution(s) and the Data are suitable for any regulatory purpose, including without limitation any regulatory reporting requirements in the healthcare sector. To the fullest extent permitted by law, GS1 makes no representations or warranties, express, implied or otherwise, regarding any matter, including the Data, and the Data Out Solution(s). Any such representations or warranties are expressly disclaimed.

15. **Limitation of Liability.** To the fullest extent permitted by law, GS1 AISBL, GS1 Ireland, GS1 Member Organisations, Data Provider and/or Designee shall not be liable for any damages whatsoever, including but not limited to actual, direct, consequential, indirect, incidental or punitive damages, whether such liability is based on breach of contract, breach of warranty or otherwise, even if advised of the possibility of such damages, that may arise from Data Recipient's use of the Data Out Solution(s) or the Data or for any failure or refusal by GS1 to grant Data Recipient access to the Data Out Solution(s) or the Data, or any harm, effects or damages suffered by Data Recipient as a result thereof.

16. **Indemnity.** Data Recipient shall fully indemnify, hold harmless and defend GS1 AISBL, GS1 Ireland and the GS1 Member Organisations from and against all claims, actions, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs), brought by any third party which arise out of, relate to or result from any use by Data Recipient of the Data, the Data Out Solution(s) or the GS1 Registry Platform in breach of these Terms of Use or any applicable laws or regulations.

Last updated: 10/04/2024

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