Single Global Trade Item Number (GTIN) Application Form  
valid from 1 March 2023 – 28 February 2024

Important Notice
- The Terms and Conditions of the GS1 SA Membership & Licence Agreement forms part of this document. By applying for a GS1 SA Membership Licence; you as a member will be deemed to have read and understood these Terms & Conditions. GS1 Terms and Conditions are also available on our website www.gs1za.org and upon request.
- Kindly complete all sections within this document; as incomplete information will result in the delay of processing your application, sign applicably and initial each page.

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<th>Company Registration/ID Document</th>
<th>VAT certificate</th>
<th>Tax Clearance</th>
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Has your Company had any previous membership/s with GS1 SA?  
☐ Yes  ☐ No  ☐ Unknown
Do you have any affiliation to any Company that is currently a GS1 SA member?  
☐ Yes  ☐ No  ☐ Unknown

If yes, please provide your GS1 SA Global Company Prefix Number/s
If yes, please provide your GS1 Member Account Number/s

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<tr>
<th>GS1 Co-ordinator: (Person responsible for allocating Bar Code Numbers within your Company)</th>
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<td>Title</td>
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Accounts Department: (If different to Person responsible for allocating Barcode Numbers)

**Title (Mr/Mrs)**  **First Name(s)**

**Surname**

**Position / Title within the Company**

**Phone**  **Cellular**

**Email**

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### Industry Verticals
Which of the following industry verticals do you work within *(Please tick the appropriate box)*?

- [ ] Education
- [ ] Dairy
- [ ] Industrial Supplies
- [ ] Property & Business Services
- [ ] Recording Industry Retailer
- [ ] Aerospace/Defence
- [ ] Electrical Appliances
- [ ] Liquor
- [ ] Seafood
- [ ] Agricultural
- [ ] Electronic components
- [ ] Luxury Goods
- [ ] Automotive
- [ ] Food & Grocery
- [ ] Market Research
- [ ] Semiconductor Man.
- [ ] Automotive OEM
- [ ] Food Service
- [ ] Medical Devices (UDI)
- [ ] Sports & Recreation
- [ ] Beverages
- [ ] Fresh Produce
- [ ] Meat/Poultry
- [ ] Standards Body
- [ ] Book/Magazine/Publishing
- [ ] Furniture
- [ ] Metal/Steel
- [ ] Textile/Apparel & Footwear
- [ ] Chemicals
- [ ] Games – board / software / electronic
- [ ] Mining Resources
- [ ] Timber
- [ ] Confectionery
- [ ] General Merchandise
- [ ] Office Products
- [ ] Tobacco
- [ ] Construction
- [ ] Government
- [ ] Paper
- [ ] Trade Org. / Ass.
- [ ] Consulting/Professional
- [ ] Green Life
- [ ] Plumbing
- [ ] Transport & Logistics
- [ ] Convenience
- [ ] Hardware
- [ ] Printing & Packaging
- [ ] Utilities
- [ ] Cosmetics
- [ ] Healthcare & Life Sciences
- [ ] Other *(please print)*

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### Trading Partners
Please indicate which retailers/service providers you are trading with or intend trading with? *(Select appropriate box/es)*

- [ ] Boxer
- [ ] Netcare
- [ ] Shoprite
- [ ] Massmart
- [ ] Other *(please print)*
- [ ] Dischem
- [ ] New Clicks
- [ ] Spar
- [ ] Pick ‘n Pay

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### How did you hear about GS1?
Please indicate below how you were directed to GS1. *(Tick the appropriate box/es)*

- [ ] Advert – Magazine
- [ ] Institution
- [ ] Retailer
- [ ] Word of mouth
- [ ] Billboard
- [ ] Printer
- [ ] Internet
- [ ] Other: *(print below)*
- [ ] Conference
- [ ] Radio
- [ ] Our webpage

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Fees

**2023 - 2024 PRO-RATA ANNUAL LICENCE FEES (ex VAT)**

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<td>R 68 for GS1 Activate - To activate your product information &amp; receive the Barcode image file for printing &amp; applying to product packaging</td>
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Fees quoted are excluding Value Added Tax (VAT)

Entrance fee and annual or pro-rata licence fees are payable on all ranges besides single numbers/GLNs.

**Please Note:**
- Companies applying from outside the borders of SA, do not pay VAT.
- A company may apply for max. 20 single (1) numbers or max. 5 (five) 10 number banks as required by their business. Only single numbers do not warrant an annual license fee.
- For additional number banks: If you have already licensed a number bank that has an applicable annual fee then instead of the entrance fee for the additional number, an administration fee of R1 633.00 (ex VAT) is applicable. The annual fee will still be applicable.
- Before a secondary barcode range is issued, all existing barcode range/s annual fees must be fully paid.
- Payments from companies outside the borders of South Africa, are responsible for any bank charges, which might be incurred, that means that the amount that will reflect on our bank statement must correspond with the TOTAL PAYABLE on this form.
- If you have applied for a range in error, this will not be cancelled or refunded.

**Fee Calculator (R):**

- **Entrance Fee /Admin Fee:**
- **Pro-rata Licence fee (by Month):**
- **Sub Total:**
- **15% VAT:** (if applicable)
- **TOTAL PAYABLE:**

**Bank Details**

Payment may also be made by electronic funds transfer directly into bank account below.

**Online Banking: With Proforma or Tax Invoice number:**

**Banking Details:**
- **Bank:** Standard Bank
- **Branch:** Sandton City
- **Account no:** 022294457
- **Account Type:** Cheque/Current account
- **Account name:** GS1 South Africa
- **IBT No:** (00) 66 05
- **Swift No:** SBZAZAJJ

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**GS1 South Africa**

**Physical Address:** Block D, Pinmill Farm, 164 Katherine Street, Barlow Park, Sandton, 2148

**Telephone:** +27 11 777 3300

**Customer Service Centre:** services@gs1za.org

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(Please note only authorised signatories are permitted to sign this agreement)

- Your GS1 SA Company Prefix will be sent to you upon receipt of your completed application form and payment of appropriate fees.
- The GS1 Company Prefix allocated to your company is **exclusively for your use - you may not assign, sell, licence or allow its use by any other company at any time.**
- Your membership & licence may be terminated if your account is not paid annually (only for applicable number banks) or if you do not abide by GS1 South Africa specifications and guidelines.
- You must advise GS1 South Africa by completing the appropriate termination form if you **wish to cancel your GS1 licence of membership for GS1 Keys.** Cancellation will result in the withdrawal of the right to use GS1 Identification Keys (i.e. Barcodes). Should GS1 Identification Keys (I.E. Barcodes) still be used in active trading after cancellation, it will be deemed a breach of contract and a penalty fee will be charged.
- All members who wish to attend training, can complete the booking form at an additional cost for the training. **(Training is not compulsory, but it is recommended).**
- For members applying for 100 to 100 000 numbers, **training is recommended to understand fully how the standards should be used.**
**General Terms of Membership** (extract; to be completed below...)

1. A member receives a non-exclusive, non-transferable licence to use the GS1 system of standards & may only be allocated for use by the member itself. It is advised that members allocate GTINs sequentially. In the event where a company, brand name or individual product is sold to a third party, written permission and approval from GS1 South Africa is required if the GTIN is to remain with the product(s) temporarily. Individual GTINs may, under no circumstances whatsoever, be sold to any other party. Should any member be found to be in breach of these rules, membership shall be terminated with immediate effect and the entire number bank will be withdrawn.

2. Members agree to abide by and comply with all requirements of the standards as set out by GS1 Global and GS1 South Africa.

3. GS1 South Africa reserves the right to inspect your operation about the identification, numbering and bar coding of your products as and when necessary to ensure that the terms and conditions are being observed and complied with. Any use of the GS1 Numbering System after termination of membership for whatever reason is strictly forbidden. Continued use renders the ex member liable for any outstanding licence fee (where applicable) and damages which might be suffered by GS1 South Africa and/or any of its members.

4. The annual fee is applicable for the prefix, irrespective of the fact that the member has allocated GTINs within the range or not.

5. We reserve all rights in relation to a penalty fine of R10 000 excluding VAT and/or the commencement of legal proceedings, against [you/your company] and any other persons involved in the conduct that goes against the terms & conditions of use of GS1 Intellectual Property ie non payment of licence fees and continued use of GCP and GTINS, exceeding or surpassing usage of agreed upon list of GTINS following the split of a prefix range.

6. We further reserve the right to refuse including any of the products identified by a GTIN commencing with your GCPs in any of our directories or catalogues should it be found that GTINs are being used by any company who has not maintained the relevant annual licence fee or whom have surpassed or exceeded a reduced prefix range.

7. The annual licence fee (where applicable) must be paid in full by no later than 30 days from date of invoice. Should you not receive an invoice for the annual fee, contact GS1 SA immediately. GS1 South Africa reserves the right to cancel membership and inform retailers that the allocated GTINs (barcodes) are not valid anymore should payment remain outstanding thereafter.

8. Barcode Training is available throughout the year. Enquiries to attend a workshop can be made through services@gs1za.org.

9. The complete Terms and Conditions of Membership are attached in the application forms sent to all new Members.

10. GS1 Unique Device Identifier (UDI’s ) Members: – understands that when you use the GS1 Keys (Identifier type - i.e. GTIN, SSCC, GMN, GMDN, GDTI etc.), to identify a product that may be characterized as a medical device under the laws of the country where such a product is marketed (a “Medical Device”), the following rules shall apply:

   a) Upon applying for a license application, You must inform GS1 South Africa if a GS1 ID Key will be used to identify a Medical Device and in which country the related product will be marketed;
   b) You are, and shall at times remain responsible for the information about the Medical Device provided by it to GS1 South Africa and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 South Africa is accurate and up to date at all times;
   c) GS1 South Africa may monitor correct implementation of the GS1 Standards by You. Please reference section 27 of the terms and condition for the details on the Regulatory Requirements for Medical Products.

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**DECLARATION BY APPLICANT**

I/ We_______________________________________________ have read and understood and shall abide by the Terms and Conditions of the GS1 South Africa Membership & Licence Agreement. The Company hereby agrees to adhere to the GS1 specifications and guidelines, abide by the rules of GS1 South Africa and pay the appropriate licence fees by the 31st of March annually *(where applicable)*

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**Personal Data:**

- [ ] I consent to my personal data being processed by GS1 South Africa for the purpose of the application and membership and understand that GS1 South Africa may from time to time send me information regarding trainings, notable developments and events organised by GS1 South Africa regarding the GS1 standards.

- [ ] I want to be kept informed of trainings, notable developments and events organised by GS1 South Africa regarding the GS1 standards.

**Privacy Policy:** Read more about GS1 South Africa’s Privacy Policy here; [https://www.gs1za.org/privacy-policy-2/](https://www.gs1za.org/privacy-policy-2/)

*Note:*
Terms & Conditions of GS1 South Africa Membership

Note: This Subscription Membership & Licence Agreement sets out the terms and conditions relating to Your use of GS1 Identification (ID) Keys, GS1 Data Identifiers, GS1 Symbols and other Authorised GS1 Data Carriers. You acknowledge that You have read, understood, and agree to be legally bound by them. This Subscription Membership & Licence Agreement does not take effect until Your Licence Application has been received and accepted by GS1 South Africa and until GS1 South Africa has notified You of such acceptance.

1. Application

These General Terms and Conditions are applicable to all - GS1 South Africa members.

2. GS1 Membership and Grant of Licence

a. You are hereby accepted as a Member and Your Licence Application constitutes an application to be, a subscriber member of GS1 South Africa.

b. GS1 South Africa grants You an exclusive, non-transferable, non-sublicensable, worldwide, revocable license to the GS1 Identification Keys allocated to You subject to these General Terms and Conditions and solely for Authorised Uses.

c. Each Member must:

1. Comply with all applicable laws and regulations (including but not limited to the Competition Act and the Consumer Protection Act).

2. promptly complies with all reasonable directions given by GS1 South Africa.

3. Comply with all applicable laws and regulations of the GS1 system;

4. ensure that all personnel utilising the GS1 system and are familiar with, and comply with, all instructions for use and these Terms and Conditions; provide content in such form (including electronic format) and comply with any standards for the formatting or provision of content, as is required by GS1 South Africa at any required period.

5. e. Use the GS1 system and the GS1 Identification Keys strictly in accordance with these Terms and Conditions.

6. Take all reasonable precautions to protect the security, privacy and confidentiality of the GS1 system of standards whilst in the use of your business;

4. Term

a. The Licence and these terms and conditions come into effect for You on the date on which GS1 South Africa notifies You of its acceptance of Your Licence Application and continues for the duration of the current fiscal year (01 March 2023 to 28 February 2024) or until terminated. It will be automatically subject to Your compliance with this Subscription Membership & Licence Agreement including payment of the annual Fee.

5. Use of Intellectual Property

a. Members must recognise title in respect of GS1 South Africa; all its Intellectual Property and shall not at any time deal, sell, distribute, or copy any of GS1 South Africa’s Intellectual Property or related Intellectual Property.

b. Members are entitled to use Intellectual Property and the related specific content therein provided that they are in good standing with their membership accounts.

c. Members shall not misuse GS1 South Africa’s supplied information and shall recognise GS1 South Africa’s title to Intellectual Property and all related Intellectual Property and shall not at any time do or suffer to be done any act or anything in any way impair their rights in any related Intellectual Property.

d. Members shall not at any time directly or indirectly, raise any and all questions concerning the validity of information supplied by GS1 South Africa or its related Intellectual Property.

6. Intellectual Property

a. The Service contains proprietary information of GS1 Africa relating to the Internet given to other owners and third parties. All rights are reserved. Any and all rights, including, without limitation, copyrights, trademarks, patents and any other intellectual property rights of whatever nature in the Service remain the sole and exclusive property of GS1 or its third party brand owners and other third parties.

b. Intellectual Property Infringement

i. If it comes to a Members’ notice that there is an infringement or suspected infringement of the Intellectual Property, the Member will promptly notify GS1 South Africa in writing GS1 South Africa will have control over any steps GS1 South Africa may wish to take in relation to the suspected infringement and all such steps shall be at GS1 South Africa’s cost.

c. Members will provide such information and assistance in respect of suspected infringement as GS1 South Africa reasonably requests.

7. GS1 South Africa Data Privacy

a. Trademarks for Marketing / Promotion

GS1 South Africa's registration of a GTIN or any marketing or promotion of Products, Members may also wish to use the Trademarks. Members will only have the Trademark to use as subject to additional Terms and Conditions.

b. GS1 is a trademark of GS1 AISBL. All other identifiable trademarks of the GS1 system;

c. Ensure that all personnel utilising the GS1 system and are familiar with, and comply with, all instructions for use and these Terms and Conditions; provide content in such form (including electronic format) and comply with any standards for the formatting or provision of content, as is required by GS1 South Africa at any required period.

d. Use the GS1 system and the GS1 Identification Keys strictly in accordance with these Terms and Conditions.

f. Take all reasonable precautions to protect the security, privacy and confidentiality of the GS1 system of standards whilst in the use of your business;

4. Term

a. The Licence and these terms and conditions come into effect for You on the date on which GS1 South Africa notifies You of its acceptance of Your Licence Application and continues for the duration of the current fiscal year (01 March 2023 to 28 February 2024) or until terminated. It will be automatically subject to Your compliance with this Subscription Membership & Licence Agreement including payment of the annual Fee.

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a. Members must recognise title in respect of GS1 South Africa; all its Intellectual Property and shall not at any time deal, sell, distribute, or copy any of GS1 South Africa’s Intellectual Property or related Intellectual Property.

b. Members are entitled to use Intellectual Property and the related specific content therein provided that they are in good standing with their membership accounts.

c. Members shall not misuse GS1 South Africa’s supplied information and shall recognise GS1 South Africa’s title to Intellectual Property and all related Intellectual Property and shall not at any time do or suffer to be done any act or anything in any way impair their rights in any related Intellectual Property.

d. Members shall not at any time directly or indirectly, raise any and all questions concerning the validity of information supplied by GS1 South Africa or its related Intellectual Property.

6. Intellectual Property

a. The Service contains proprietary information of GS1 AISBL (GS1 Global Office) and provided locally by GS1 South Africa; the Data is made available by Member to Verified by GS1 under the terms of the “GS1 Verified by GS1 Terms of Use” (ToU) (available on the GS1 International Website), as amended from time to time, which are binding on Member.

b. Members understand that the use of the Data by-data recipients accessing Verified by GS1 will be subject to the “GS1 Cloud Terms of Use” (available at www.gs1.org)

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as amended from time to time.

g. Consent: By using or allowing others to use Data Provider understands and agrees that its Data is shared by GS1 South Africa with data recipients through both local and global solutions.

h. Warranties: The Service is provided “as is” and on an “as available” basis. GS1 makes no warranties whether written or oral, statutory, express or implied, including warranties for merchantability, non- infringement, fitness for a particular purpose. GS1 does not warrant that the Service will be uninterrupted, error-free, free of viruses or other harmful components.

i. Warranty Disclaimer: The company acknowledges that the Data cannot guarantee that the Data will not contain any representations or warranties, express or implied, regarding any matter, and any such representation or warranty is expressly disclaimed, including but not limited to the merchantability or fitness for a particular purpose of the Data. GS1 shall not be liable for any consequential, direct, indirect, punitive, exemplary, special, incidental, or other damages, liabilities, obligations, losses, settlement, judgments, expenses (including reasonable attorneys’ fees and costs), or any loss of revenue, business, revenue, profit. GS1 has no duty or obligation to notify its suppliers of such damages, liabilities, or any other intellectual property rights; it may take any action (including, but not limited to the availability of or indefinitely suspending the said data) without liability, by temporarily suspending the availability of or indefinitely suspending the said data without liability.

12. Indemnity: Data Provider shall fully indemnify, hold harmless and defend GS1 South Africa , GS1 AISBL, as well as any GS1 Member Organisation from and against all claims, losses, damages, liabities, obligations, losses, settlements, judgments, costs, expenses, claims, demands, fees (including reasonable attorneys’ fees and costs), brought by any consumer, government agency or other third party while relate to or result from (i) any allegation that any use, publication or distribution of Data Provider Data infringes any intellectual property; copyright, trademark, patent, or other intellectual property right; (ii) any breach or alleged breach of [this agreement] or any applicable regulations by Data Provider and/or its Authorized Users; and/or any breach or alleged breach of [this agreement] or any applicable regulations by Data Provider and/or its Authorized Users.

13. Restrictions on Data Use: A Data Recipient shall not:

a. publish, or distribute Data in a manner that is fair use under the fair use rights of third parties (including Data Provider or Designee’s rights) and/or violates any applicable laws and regulations; and modify the content of Data in publishing or disseminating such Data (unless it has express written authorization of Data Provider or Designee to do so);

b. publish or use Data in a manner that implies any endorsement of, connection to, or affiliation with, Data Provider or Designee (unless it has express written authorization of the Data Provider, the Designee or GS1 to do so);

c. use, sell, sublicense, distribute or otherwise make available Data, or any portion thereof, other than as part of a Value-Added Product and, if applicable, Data Recipient shall ensure that any such Value-Added Product, but not limited to solution providers, agents, subsidiaries, and/or sub-contractors) it makes Data available solely in accordance with the restrictions as set out in section 9 of this Agreement. For the purpose of this section, “Value-Added Product” is 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
d. distribute, reverse-engineer, alter, or in any way tamper with or attempt to decrypt any component of the Data, including GS1 Active, GS1 and GS1 Regular and Trusted System sources or any software or solution comprised therein or on the Data, in any manner, either directly or indirectly by any person or cause, permit, authorize, help or assist any other person directly or indirectly to use, sell, sublicense, distribute or otherwise make available Data, or any portion thereof, other than as part of a Value-Added Product.

15. Inactive License: In the event that Data Recipient encounters a GTIN that relates to an Inactive License, Data Recipient may assist by: (a) notifying GS1 by notifying the said GTIN’s said GTIN; and (b) if Data Recipient is a sales organisation, GS1 recommends that Data Recipient informs all suppliers of such Data (i.e. the said GTIN’s said GTIN) in writing.

16. Suspension & Termination: GS1 may suspend a Data Recipient’s access to and use of the Verified by GS1 solution with immediate effect if Data Recipient’s use of the Verified by GS1 solution commits a material breach of any provision of these Terms of Use and use such breach is cured, or in order to prevent imminent damage to a third party. If the breach remains uncured for (e.g., fifteen (15) consecutive days), GS1 may terminate Data Recipient’s access to and use of the Verified by GS1 solution with immediate effect.

17. Disclaimer of Warranties: The Verified by GS1 solution is not owned or controlled by GS1 AISBL or GS1 South Africa, therefore the Data is made available on ‘as is’ and ‘as available’ basis. As a Data Recipient commits a material breach of any provision of these Terms of Use and (i) any representation or warranty is expressly disclaimed, including but not limited to the merchantability or fitness for a particular purpose of the Data. GS1 does not warrant that the Data are suitable for any regulatory or governmental initiatives will be in South African Rand and GS1 South Africa may, from time to time, increase the fees by written notice. Publication of the increased fee on GS1 South Africa’s website shall constitute written notice of such increase. Your continued use of the GS1 system after such notice shall constitute acceptance of such increase.

19. Fees, Refunds & Interest Payments

b. GS1 South Africa may, from time to time, increase the fees by written notice. Publication of the increased fee on GS1 South Africa’s website shall constitute written notice of such increase. Your continued use of the GS1 system after such notice shall constitute acceptance of such increase.

c. Where Items bearing GS1 Identification Keys issued and/or registered to You are already in the supply chain at the time this Subscription Membership & Licence Agreement is terminated, notwithstanding such termination, you will remain liable for a fee equal to the then current monthly subscription fee (whether the said items have been used or not) for a period that those Items continue to be in the supply chain (the ‘Consecutive Days Fee’), for which a Fee has already been paid. You must pay such pro-rata fee within 30 days of the date of GS1 South Africa invoice in respect of such fee.

d. If You are overdue in payment of any amount, GS1 South Africa’s fees shall become a demandable debt (exclusive of VAT) plus all costs and expenses incurred by its collections agents in respect of such demandable debt (inclusive of VAT). If any sums considered against You as a liquidated sum (whether or not considered a liquidated sum by any court, or pre-estimate of the costs of GS1 South Africa in collecting such amount),GS1 South Africa reserves the right to offset any overcharge, and/or demand any payment in relation to bank processing charges imposed.

e. Payments made by Members utilising the payment facility on the Website are subject to the following terms and conditions: payments are to be made within 30 days from the date of invoice unless otherwise agreed to in writing by GS1 South Africa; payments will be allocated to the relevant account as per the reference provided; all amounts quoted by GS1 South Africa, and the Initiatives will be in South African Rand (ZAR) and will be examined with VAT.

f. A Member’s payment will be considered received if it is received within a period of 2 Business Days after the date on which the payment has been received;

g. GS1 South Africa may, at its sole discretion, by letter or notice sent by post, e-mail or otherwise, terminate a Membership for any reason.

h. GS1 South Africa has no duty or obligation to inform a Member that a payment has been rejected/not accepted.

11. Refunds

a. In circumstances where a Member is entitled to any refund from GS1 South Africa, the terms and conditions shall apply: a refund request must be made by a Member within 30 Business Days of the date of payment and the payment was made;
any Member, full reimbursement for any costs and expenses that GS1 South Africa has incurred in the collection of any overdue invoices; or institute legal proceedings against any Member for payment of any overdue invoices (including, but not limited to the right to claim any damages because of Your conduct, your use of the GS1 Identification Keys, Electronic Product Codes and/or Data Carriers, or any breach of these terms and conditions including the need to seek, without limitation, any representation or warranty) by You (except to the extent caused by GS1 South Africa's negligence or breach of contract).

22. Assignment & Indemnity

a. Members will always keep confidential and secure or otherwise not disclose, any information of GS1 South Africa which is identified as or would reasonably be expected to be, commercially sensitive, or commercially sensitive. Members will only disclose that information to the extent necessary to perform obligations under these Terms and Conditions.

b. GS1 South Africa authorises it in writing; or as required by law.

c. Assignment of the Terms and Conditions

23. Assignment and Sublicences

a. Members shall not assign, transfer or sub-license their rights and obligations under these Terms and Conditions.

b. Limitation of Liability

To the maximum extent permitted by law: all terms, conditions and warranties which would otherwise be implied into this contract are excluded. Any implied terms and conditions of a business-like nature of the relevant services.

d. To the full extent permitted by law, GS1 South Africa excludes all liability (whether arising in negligence, breach of contract or breach of any law) in connection with this Subscription Membership & Licence Agreement for any indirect or consequential loss or damage, including the loss of

e. In the full extent permitted by law, GS1 South Africa's total liability to You for loss or damage of any kind of this Subscription Membership & Licence Agreement which is not excluded by clause is limited, for all claims, to the total amount paid during the 12-month period prior to the relevant liability accruing.

24. Acceptance

a. Without prejudice to any rights or remedies available to GS1 South Africa arising from any of the provisions of these Terms and Conditions, the Member agrees to indemnify GS1 South Africa and keep it indemnified against all Losses which GS1 South Africa may suffer or incur arising out of or in connection with a breach of these Terms and Conditions and all obligations herein contained;

b. Any Member, or GS1 South Africa by a third party relating to, or arising out of, a Member's use of the Services;

c. AnyMember's or the Services by any employee, contractor, agent or associate of a Member;

d. The use by a Member of the Website or any payments made via the Website;

e. Any claim by a third party that any content/>(which infringes the intellectual property rights of that third party;

f. Any failure by a Member to comply with any obligations

25. Liability

b. Without limiting the foregoing, any error, inaccuracy, lack of completeness, misrepresentation, or other imperfection in respect of any content or any software-generated by the Member.

26. Dispute Resolution

a. The terms, conditions and warranties which would otherwise be implied in these Terms and Conditions are excluded; and

b. Where any indemnity, may not be excluded GS1 South Africa limits its liability for any loss or damages caused by

c. General Disclaimer

a. These Terms and Conditions (and any referencing does annexed to it) or which may be made available to any person as a result of them being a Member of the GS1 South Africa is distributed for the use by the Member only.

b. These Terms and Conditions are not comprehensive and they cover all items that may be material to the Member.

c. These Terms and Conditions are strictly confidential. They may not be copied, disclosed or distributed to any other person, without the prior written approval of GS1 South Africa unless such person is advising the recipient in regard to becoming a Member of the GS1 South Africa, in which case only subject to such person acknowledging expressly in writing in favour of the GS1 South Africa that it is aware of and agrees to terms hereof.

27. Competition Law

a. The purpose of the Members is to enhance the ability of all industry members to compete effectively and to promote partnership amongst members across the consumer goods industry in resolving shared, non-proprietary issues in the most effective and efficient manner to the ultimate benefit of the consumer.

b. GS1 South Africa requires the Members recognise that all South African consumers have the right to the benefits of free and open competition.

28. Global Corporate Misuse & Consequences

a. Should a Member ensure to split their range to a Member or consumer, GS1 will require a full set of attributes that will allow for the conducting of a full analysis of a members' GTIN usage, and thereafter, allowable options will be shared with the enquiring member on the way forward for their prefix split request.

b. If GS1 South Africa member has had one approved prefix split on a GS1 Global Company Prefix range, that member is not allowed for or allowed an additional split on that range.

c. Should a member furnish their prefix split request under the GTINS of GS1 South Africa, the member must not exceed the prefix range or the use of the prefix range is not allowed.

d. Should a member should have to erroneously or deliberately split a prefix range, upon split range GTINS and/or has used beyond their allocated range, GS1 South Africa reserves the right to impose a penalty fee of R10 000 excluding VAT as well as reinvoicing and recharging the member accordingly. Such a penalty fee under the established usage which is found to be against the original split agreement between GS1 South Africa and the member. GS1 South Africa reserves the right to push the member in question to split range going forward. The range in question will not be expanded after it has already been split.

b. Should it be found that the GS1 Global Company Prefix, which has been split, has been used up completely by the member, the member is then required to register a brand- new prefix split of the same prefix range. It is allowed to reopen/unlock any previously reduced ranges as long as one can be found free.

c. If a member erroneously or deliberately exceeds the usage agreed upon during a split, they will be subject to a penalty fee as stated above in clause 10e as well as re invoiced and rebilled accordingly.

d. Members who abide by the terms and conditions applicable to Prefix splits will face the necessary legal action.

e. GS1 South Africa reserves the right to terminate any member who is found to be in breach of these terms and conditions

29. Notice

a. A request by the GS1 Member to split a prefix range is a declaration that they need only the agreed upon amount and nothing more. Once a member signs off on a split, this is deemed to be a declaration that what they are paying for is what they need and will be able to use from that split range going forward. The range in question will not be expanded after it has already been split.

b. Should it be found that the GS1 Global Company Prefix, which has been split, has been used up completely by the member, the member is then required to register a brand- new prefix split of the same prefix range. It is allowed to reopen/unlock any previously reduced ranges as long as one can be found free.

c. If a member erroneously or deliberately exceeds the usage agreed upon during a split, they will be subject to a penalty fee as stated above in clause 10e as well as re invoiced and rebilled accordingly.

d. Members who abide by the terms and conditions applicable to Prefix splits will face the necessary legal action.

e. GS1 South Africa reserves the right to terminate any member who is found to be in breach of these terms and conditions

30. Subscriptions

a. You must: not at any time during the term of this Subscription Membership & Licence Agreement, or for a period of twelve (12) months after the end of such term, to do anything whereby GS1 South Africa's goodwill, trade or business may be prejudicially affected or brought into disrepute.

b. You must comply with the standards set out in the GS1 South Africa's manuals/guidelines and such other directions in relation to use of the GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers as GS1 South Africa's may give from time to time.

c. To assist in authentication of GS1 Identification Keys and Electronic Product Codes, GS1 South Africa reserves the right, in its reasonable discretion, to demand of You, or for on behalf of You, in the presence of all and any GS1 Identification Keys, Electronic Product Codes (whether registered to You or not) and Authorised GS1 Data Carriers that You and Authorised GS1 Data Carriers that You have processed in the previous twelve months.

d. You represent and warrant to GS1 South Africa that Your Licence Application is true, accurate and complete, in every aspect.

e. Use of GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers and related intellectual property

f. Electronic Product Codes, Authorised Data Carriers and the GS1 system and related intellectual property is not at any time do, assist any other person to do, or allow to be done, any act or thing which may in any way invalidate, challenge the validity or impact GS1 South Africa's rights in regards to GS1 Identification Keys, Electronic Product Codes, Authorised Data Carriers and the GS1 system or related intellectual property; must not permit or procure anyone to use any GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to you in respect of Your Items; must not alter any GS1 Identification Keys, or Electronic Product Codes (if applicable) in any way; recognise GS1 South Africa's title to the GS1 Identification Keys and the GS1 system and related intellectual property.

31. GS1 Identification Keys Membership Agreement

a. Any Member or non-member company is excluded from:

i. Using any number licensed by any GS1 member organisation or association.

ii. Using any prefix or GTIN system associated with a Member of the GS1 South Africa is distributed for the use by the Member only.

iii. Being a member of any third party.

iv. Being a member of any third party.

v. Being a member of any third party.

vi. Being a member of any third party.

vii. All numbers under this Subscription Membership & Licence Agreement are exclusive of VAT.

viii. If a party making a supply under this Subscription Membership & Licence Agreement (the ‘Supplier’): is liable to pay VAT on that supply; and

ix. Include VAT, then the party receiving the supply must pay the Supplier an additional amount equal to the consideration payable for the supply multiplied by a factor of one plus the VAT rate.

x. GS1 South Africa VAT will issue a tax invoice to You for the Fee.

You must: not at any time during the term of this Subscription Membership & Licence Agreement, or do anything whereby GS1 South Africa's goodwill, trade or business may be prejudicially affected or brought into disrepute.

You must comply with the standards set out in the GS1 South Africa's manuals/guidelines and such other directions in relation to use of the GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers as GS1 South Africa’s may give from time to time.

To assist in authentication of GS1 Identification Keys and Electronic Product Codes, GS1 South Africa reserves the right, in its reasonable discretion, to demand of You, or for on behalf of You, in the presence of all and any GS1 Identification Keys, Electronic Product Codes (whether registered to You or not) and Authorised GS1 Data Carriers that You and Authorised GS1 Data Carriers that You have processed in the previous twelve months.

You represent and warrant to GS1 South Africa that Your Licence Application is true, accurate and complete, in every aspect.

Use of GS1 Identification Keys, Electronic Product Codes and Authorised GS1 Data Carriers and related intellectual property

Electronic Product Codes, Authorised Data Carriers and the GS1 system and related intellectual property is not at any time do, assist any other person to do, or allow to be done, any act or thing which may in any way invalidate, challenge the validity or impact GS1 South Africa’s rights in regards to GS1 Identification Keys, Electronic Product Codes, Authorised Data Carriers and the GS1 system or related intellectual property; must not permit or procure anyone to use any GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to you in respect of Your Items; must not alter any GS1 Identification Keys, or Electronic Product Codes (if applicable) in any way; recognise GS1 South Africa’s title to the GS1 Identification Keys and the GS1 system and related intellectual property.
a. **Subscription and Licence Agreement**

   a. You must not sell, transfer or assign (or attempt to sell, transfer or assign) the GS1 Identification Keys or Electronic Product Codes (if applicable) issued and/or registered to You by GS1 South Africa.
   
   b. Accountants & Mergers, Partial Purchases, Splits or Spin-offs of a Member Company.
   
   c. In the event of any member undergoing any acquisition, insolvency, voluntary or compulsory winding up, dissolution or liquidation of their company or registered affiliates, requests concerning the GS1 Company prefixes must be made to GS1 South Africa directly.
   
   d. GS1 South Africa requires written proof as well as a completed application to provide the full information in writing before any changes or alterations of membership information can be applied to GS1 South Africa's databases.
   
   e. No changes to Global Company Prefixes registered in South Africa be made without members following GS1 rules for global company prefix manipulation.
   
   f. Furthermore, the GTIN Management standard is to be followed in detail to deal with what is not permissible regarding GTIN management applicable to mergers, acquisitions, sales and spin offs.

32. **Termination**

   a. If you, the licensee, elect to terminate this Agreement for any reason, a request for termination must be submitted in writing to GS1 South Africa's Termination of Subscription Membership & Service Notification Form, or copy thereof, by an authorized representative of your organization.
   
   b. Non-payment of subscription membership fees is not considered a proper request to terminate.
   
   c. In the event of GS1 South Africa’s failure or breach of any contractual obligations under this Agreement, GS1 South Africa may terminate this Agreement by giving written notice to You.
   
   d. If You fail to pay any Fee by its due date; You commit a breach of Your obligations under this Subscribed Membership & Licence Agreement; You are declared bankrupt, go into liquidation, have a receiver or other controller appointed, or become insolvent in any way or otherwise wound up other than for a reconstruction; or the GS1 Primary Prefix Licence is terminated or GS1 South Africa otherwise lose the necessary licence rights to issue GS1 Identification Keys or Electronic Product Codes.
   
   e. In other circumstances GS1 South Africa may terminate this Subscription Membership & Licence Agreement by giving six months written notice to any member.
   
   f. You may terminate this Subscription Membership & Licence Agreement by giving one month’s written notice to and/or GS1 South Africa on a standard GS1 South Africa’s Termination of Subscription Membership & Service Notification Form, or copy thereof, signed by an authorized representative of your organization.
   
   g. Termination of this Subscription Membership & Licence Agreement will not relieve either GS1 South Africa or You from liability arising from any prior breach of the terms of this agreement.

33. **Subscription Membership & Licence Agreement**

34. **Consequences of Termination**

35. **Regulatory Requirements for Medical Products**

   a. You understand that GS1 South Africa is a GS1 Member Organisation of GS1 International which has been designated to administer global rules and regulations by agencies as an issuer of UDIs and in that capacity both are subject to certain regulatory obligations under GS1 and GS1 South Africa’s individual policy and procedures related to, reporting of companies that use the GS1 Standards for unique identification of medical devices.
   
   b. You understand that GS1 will issue a GS1 ID Key to identify an Item that may be characterized as a medical device under the GS1 standards if the product is marked (‘Medical Device’), the following rules shall apply. You must inform GS1 South Africa if a GS1 ID Key will be used to identify a Medical Device and for GS1 South Africa the country the related product will be marketed.
   
   c. You are, and shall at all times, responsible for providing information about the Medical Device provided by You to GS1 South Africa and for compliance with any applicable regulations, laws, codes and standards that ensure any information provided to GS1 South Africa is accurate and up to date at all times.
   
   d. GS1 South Africa may monitor correct implementation of the GS1 Standards by You;
   
   e. In the event GS1 South Africa identifies a UDI Deficiency, GS1 South Africa may inform You in writing (addressed to a company contact person) of any identified and uncorrected UDI Deficiency and requiring You to correct such UDI Deficiency within 90 calendar days from the date of notification (the ‘UDI Correction Period’);
   
   f. GS1 South Africa may monitor whether You have correctly executed the UDI Correction Period. Failing such correction, at the latest, 90 days after expiry of the UDI Correction Period, GS1 South Africa may contact You again and seek to amicably resolve the matter. If the UDI Deficiency is not corrected within an additional period of 90 days from the expiry of the UDI Correction Period, GS1 South Africa may seek, in accordance with the relevant law, a regulator and modify the use (including suspension and revocation) of the GS1 ID Key for UDI rapidly or any UDI Deficiencies.
   
   g. You understand that neither GS1 South Africa nor GS1 International may be held liable for any direct or indirect consequences, losses or damage of any nature caused by You or Your Representative for GS1 South Africa and/or GS1 International providing such information to a registrar.

36. **GS1 Training**

   a. You are required to attend an initial basic training session to familiarize Yourself with the GS1 system if the initial basic training is attended within 3 months of the date the subscription membership was granted then it will be provided free of charge.
   
   b. You may elect to attend other training courses and seminars on a charge which may attract fees and charges.

37. **Membership Subscription and Licence Notice**

   a. All notices and other communications in connection with this Subscription Membership & Licence Agreement shall be in writing and; take effect from the time they are received unless a later time is specified.
   
   b. If sent by registered post, notices and other communications are taken to be received the day after the day of posting (or seven days after posting if sent to or from a place outside South Africa). If sent by airmail, notices and other communications are taken to be received at the time shown in the facsimile or email transmission and as the time that the whole communication was sent.
   
   c. Notices for You will be sent to the address specified on the Service Request Form (or otherwise, as You may notify GS1 South Africa from time to time). Notices for GS1 South Africa must be sent to the Executive of GS1 South Africa's at GS1 South Africa's

38. **General Provisions**

   a. This Subscription Membership & Licence Agreement contains the entire understanding of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
   
   b. This Subscription Membership & Licence Agreement shall be governed by the laws of South Africa. Each party submits to the non-exclusive jurisdiction of the courts of that place.
   
   c. A provision of this Subscription Membership & Licence Agreement or a right created under it may not be waived or modified by writing, signed by the party giving the waiver.
   
   d. GS1 South Africa may vary the terms and conditions of this Agreement, at any time, and without ad

39. **Authorised GS1 South Africa Data Carriers**

   a. GS1 South Africa Data Carriers means data carriers designed to carry the GS1 Identification Keys and other attribute information in a machine-readable form and includes two dimensional Barcodes and Radio Frequency Identifiers (RFIs).

40. **Authorised Uses**

   a. Use of the GS1 ID Key in accordance with the purpose of using the tracking and tracing of Items at any point in the supply chain.

41. **Cookies**

   a. Cookies are files that GS1 uses to administer the Service. Please refer to GS1’s Cookies Policy at GS1.org.

42. **Maintenance**

   a. The Service is subject to maintenance at GS1’s sole discretion and without prior notice. Such maintenance may require temporary unavailability of the website and Service.

43. **Discontinuation of Service**

   a. GS1 reserves the right to suspend or terminate the provision of all or part of the Service at its own discretion at any time, and without advanced notice.

44. **Amendments**

   a. GS1 may amend the ToU at any time. By continuing your use of the ToU or the Services once the ToU has been amended, you accept the amended ToU. If you do not agree with the ToU, your exclusive remedy is to discontinue use of the Service.

45. **Governing laws**

   a. This ToU is governed by the laws of Belgium. In case of disputes arising in relation to the ToU, the courts of Brussels, Belgium shall have exclusive jurisdiction.

46. **Links to other websites**

   a. The Service contains links to other websites, not controlled or maintained by GS1. It is not responsible for the contents on these sites. The inclusion of such links does not constitute or imply an endorsement by GS1 of the sites.
GLOSSARY OF TERMS

1. **Barcode Symbols** means the data carriers designed to carry the GS1 Identification Keys and other attribute information in a machine-readable form.

2. **Electronic Product Codes** means, in respect of a subscriber member of GS1 South Africa, the specific range of electronic product codes issued by GS1 South Africa in accordance with the GS1 Primary Licence and any additional related information issued to that member by GS1 South Africa.

3. **Fee** means the fee for subscription membership payable annually by You to GS1 South Africa specified in the Licence Application (as varied from time to time).

4. **GS1 International** means GS1 association internationale sans but lucratif, an international non-profit association incorporated in Belgium.

5. **GS1 South Africa Master Licence** means the exclusive licence granted by GS1 International to GS1 South Africa to issue GS1 Identification Keys and Electronic Product Codes and administer the GS1 system in South Africa.

6. **GS1 Identification (ID) Keys** or ‘GS1 ID Keys’ or ‘GS1 Numbers’ means, in respect of a subscriber member of GS1 South Africa, the GS1 Company Prefix and associated range of GS1 Identification numbers, and individual keys assigned by GS1 South Africa, that are allocated to that member by GS1 South Africa in accordance with the GS1 Master South Africa Licence and any additional related information issued to that member by GS1 South Africa in accordance with the GS1 system’s technical standards, regardless of how they are encoded in data carriers.

7. **GS1 Standards** means any and all standards, guidelines and rules relating to system (as may be implemented, amended or replaced by GS1 South Africa or GS1 International from time to time) and includes, without limitation:

8. The GS1 General Specifications available the GDSN Standards, available at www.gdsn.org as well as the GTIN Standard, available at all other standards, guidelines, rules specified at implementers’ guidelines, technical specifications and other information relating to the foregoing published from time to time on GS1 International’s website at www.gs1.org; and of all implementation guidelines, technical specifications and other information relating to the foregoing published from time to time on GS1 South Africa’s website.

9. **GS1 system** means the system of specifications, standards, and guidelines administered by GS1.

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

11. **Licence** means the licence granted by GS1 to You to use the GS1 Identification Keys.

12. **Licence Application** means the application whereby You applied to be issued and/or registered for GS1 Identification Keys and (if applicable) Electronic Product Codes and to which this Subscription Membership & Licence Agreement relates.

13. **Subscription Membership & Licence Agreement** means this Subscription Membership & Licence Agreement.

14. **Trademark** means the trademarks associated with GTIN and/or the GS1 system.

15. **You** means the individual, company, corporation or other legal entity named in the Licence Application. “Your” has a corresponding meaning, holding companies, officers, representatives, servants and/or agents (as the context may require).

16. **Data Provider** means a Participant that is registered to provide information to GS1 South Africa for use through the Verified by GS1 Services.

17. **Inactive License** means a GCP license, one-off GTIN license or Alliance Number license that has either expired or terminated under the applicable terms and conditions.

18. **Business Day** means any day of the week except Saturday, Sunday or a national public holiday in South Africa.

19. **Business Hours** means shall be from 08h00 to 17h00 on a Business Day;

20. **Companies Act** means the Companies Act, No. 71 of 2008 (as amended from time to time); “Companies Act” means the Companies Act, No. 71 of 2008 (as amended from time to time).

21. **Consumer Protection Act** means the Consumer Protection Act, No. 68 of 2008 (as amended from time to time).

22. **Document** means this document containing the Terms and Conditions.

23. **“Generic Terms & Conditions”** means those terms and conditions set out in Part A of this Document.

24. **GS1 Company Prefix** means a unique string of four to twelve digits used to issue GS1 identification keys, issued by a GS1 MO.

25. **GS1 Global Location Number for Electronic Data Interchange** means a barcode number that can be used to identify any location, globally and uniquely. This location number is usually used in Electronic Data Interchange messages to identify the sender or recipient of such message.

26. **GS1 GTIN’s** means the GS1 global trade item numbers issued to a GS1 Member by GS1 for use by the GS1 Member in accordance with the GS1 Terms and Conditions.

27. **GS1 Member** means a Member of GS1.

28. **GS1 Terms and Conditions** means those terms and conditions set out in this document.

29. **Intellectual Property** means (in relation to the Initiatives) patents, registered designs, utility models, trademarks, applications for any of the foregoing, inventions, unregistered trademarks, copyright, confidential information, know-how, processes and trade secrets and other intellectual property, and equivalents of any of the foregoing anywhere in the world and includes the Trademarks and the Website.

30. **Liquidation Event** means, in relation to a Member, any of the following events or circumstances: a provisional or final order or declaration is made or a meeting of the directors or shareholders of that Member is convened to consider the passing of, or a resolution is passed or filed (in the case of business rescue proceedings pursuant to the provisions of Chapter 6 of the Companies Act) for the administration, custodianship, receivership, bankruptcy, liquidation, sequestration, winding-up, dissolution or placing under supervision for business rescue proceedings of it or its estate, other than pursuant to an internal restructure or refinancing in circumstances other than insolvency; or an application is made by any affected person for an order placing it under supervision for business rescue proceedings as contemplated in section 131(1) of the Companies Act; or it admits inability to pay its debts generally as they fall due or admits to being otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness; or it takes any proceeding or other step with a view to the general readjustment, rescheduling or refinancing of its indebtedness or any part thereof (which it would otherwise be unable to pay when due) or proposes to take any such step other than pursuant to an internal restructure or refinancing in circumstances other than insolvency.

31. **Losses** means collectively any losses, costs, expenses, penalties, liabilities and/or damages.

32. **Member** means GS1 Members and/or Initiative Members (as the context may require).

33. **Membership** means the state of being a Member of GS1 and/or any Initiative.

34. **Products** means the products manufactured, marketed, distributed and/or sold by a Member.

35. **Services** means the services rendered by GS1 and/or any Initiative from time to time.

36. **South Africa** means the Republic of South Africa.

37. **Trademarks** means the trademarks of and/or associated with GS1.

38. **UDI** means a GS1 ID Key used for unique identification of a medical device.

39. **Validation and Allocation Rules** means the GS1 Standards relating to validation and assignment of GS1 ID Keys (as may be implemented, amended or replaced by GS1 South Africa or GS1 International from time to time) and includes, without limitation:

40. **VAT Act** means value-added tax, as levied in terms of the VAT Act.

41. **VAT Act** means the Value-Added Tax Act No. 89 of 1991 (as amended period)

42. **Validation and Allocation Rules** means the GS1 Standards relating to validation and assignment of GS1 ID Keys (as may be implemented, amended or replaced by GS1 South Africa or GS1 International from time to time) and includes, without limitation:
About GS1 South Africa

GS1 is a neutral, not-for-profit organisation that develops and maintains the most widely used global standards for efficient business communication. We are best known for the barcode, named by the BBC as one of “the 50 things that made the world economy”. GS1 standards and services improve the efficiency, safety and visibility of supply chains across physical and digital channels in 25 sectors. With local Member Organisations in 115 countries, 1.5 million user companies and 6 billion transactions every day, GS1 standards create a common language that supports systems and processes across the globe.

For more information visit the GS1 South Africa website www.gs1za.org