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 and Barcode Symbols and other associated GS1 Data Carriers. You acknowledge that You have read, understood, & 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, 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 licence to the GS1 Identification Keys allocated to You subject to these General Terms and Conditions and solely for the Authorized Uses.

3. Each Member must:
   3.1. In general:
   a. Comply with all applicable laws and regulations (including but not limited to the Consumer Protection Act).
   b. promptly comply with all reasonable directions given by GS1 South Africa.
   c. Comply with all Instructions for use of the GS1 system.
   d. ensure that all personnel utilising the GS1 system are adequately trained in the use of 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.
   e. Use the GS1 system and the GS1 Identification Keys strictly in accordance with these Terms and Conditions and for the purposes contemplated by these Terms and Conditions;
   f. Take reasonable precautions to protect the security, privacy and confidentiality of the GS1 South Africa system of standards whilst in the use of your business;

4. Terms
   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 commence on the first day of the calendar month following the calendar month in which the fiscal year (01 March 2023 to 28 February 2024) or until terminated. It will be renewed annually 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's 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 thereon provided they are in good standing with their membership accounts.
   c. Members shall not misuse GS1 South Africa's Intellectual Property and shall recognise GS1 South Africa's title to Intellectual Property and all related Intellectual Property and shall not at any time or suffer to be done any act or anything which may in any way impair their rights in any related Intellectual Property.

6. Intellectual Property
   a. The Service contains proprietary information of GS1 AISBL or its third party brand owners and other third parties. All rights are reserved. Any and all rights, including, title, ownership rights, copyrights, patents, trademarks 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.

7. Intellectual Property Infringement
   a. If it is suspected that there is an infringement of 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 sole discretion.
   b. Members will promptly notify GS1 of such information and assistance in respect of suspected infringement as is required by GS1 South Africa reasonably requests.

8. GS1 South Africa Data Privacy
   Trademarks for Marketing / Promotion
   GS1 South Africa recognises that in the marketing and promotion of its Members, GS1 South Africa may also wish to use the Trademarks. Members will only be able to use the Trademarks subject to additional Terms and Conditions.
   a. GS1 is a trademark of GS1 AISBL. All other product or company names identifiable in the Service, or included in any Query Results, are trade names, trademarks, or registered trademarks of GS1 South Africa.
   b. Personal data provided to us will be used to communicate with you, to manage your access to certain services or create accounts on our website, to provide you with marketing materials or invite you to trainings and other events. Company data provided by you as well as product data (including GTINs) may be shared by GS1 South Africa in its product catalogues and services to identify that your company (or if you are a sole trader You) are the licence-holder for a GS1 Identification Key. A member must seek permission from GS1 South Africa by means of a written letter seeking permission to make use of any Trademarks in marketing and/or promotional materials.
   c. Members may only use the Trademarks if GS1 South Africa have given prior written approval (which approval may be granted or withheld by GS1 South Africa). Members will submit samples of the proposed marketing and promotional material to GS1 South Africa for approval at least 15 Business Days prior to the intended date of use. GS1 South Africa may waive these conditions in any particular instance should they choose to do so.
   d. Members are entitled to use the Trademarks for marketing and promotional materials, Members must ensure that the Trademarks are used strictly in accordance with any directions and/or conditions prescribed by GS1 South Africa. Furthermore, the use thereof shall remain subject to these Terms and Conditions.

9. Privacy, Processing of Information and Security
   a. A Member's privacy is very important to GS1 South Africa and therefore we will use reasonable efforts to ensure that any information, including personal information, provided by the Member, or which is collected from the Member, is stored in a secure manner.
   b. Read our privacy policy on www.gs1za.org.
   c. The Member agrees to give (where applicable) honest, accurate information about the Member to GS1 South Africa and to maintain and update such information.
   d. The information collected may include the following: information collected from "cookies" (as more fully explained below); information collected when members by submitting any information to GS1 South Africa in any form and/or requesting liceneehip of the GS1 System.
   e. The Member further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by GS1 South Africa under any applicable law, which consent extends to any reasonable written objection received from the Member in the period required in terms of any applicable law.
   f. Unless a Member has consented GS1 South Africa do not sell, exchange, transfer, rent or otherwise make available any personal information about the Member (such as name, address, email address, telephone or fax number) to third parties, but do however reserve the right to disclose aggregated information regarding our Members and usage of the Website (such as traffic patterns) to, amongst others, advertisers and suppliers and the Member indemnifies GS1 South Africa from any unintentional disclosures of such information to unauthorized persons.

10. GS1 South Africa uses industry standard secure socket layer encryption technology to protect Members personal, business or other details that travels over the Internet. However, there is no 100% secure transmission of data on the Internet given the current state of Internet security. Therefore, GS1 South Africa cannot guarantee the absolute security of any information. Members hold the Member, and the Member indemnifies the GS1 South Africa in respect of all losses suffered by such Member because of a security breach when such information is transmitted.
   j. You acknowledge that, whilst individuals may unsubscribe from certain communications, one (1) individual must always remain on the communications from GS1 in relation to Your subscription membership (including, without limitation, GS1’s newsletter to subscribers members).
   k. To the extent necessary to perform Your obligations under this Subscription Membership & Licence Agreement and on a ‘need-to-know’ basis only; if GS1 South Africa’s authorises it in writing; or as required by law.
   l. You agree that South Africa’s may make any inquiries it deems necessary to investigate Your creditworthiness including undertaking enquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers (Sources). You authorise the Sources to disclose any information concerning Your creditworthiness in its possession to GS1 South Africa. You agree that GS1 South Africa may disclose any information in its possession concerning Your creditworthiness to the Members (including, without limitation, Your right to default on whether You are in default of any payment of Fees).
   m. You agree to indemnify GS1 South Africa against all claims, suits, liabilities, costs or expenses incurred by GS1 South Africa.

GS1 South Africa Membership, Terms & Conditions
as amended from time to time.

g. Consent: Data recipient understands and agrees that its Data is shared by GS1 South Africa with data recipients through both local and global GS1 systems.

h. Warranties: The Service is provided “as is” and on an “as available” basis. GS1 makes no warranty, express or implied, 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, or free of or virus or other harmful components.

i. Warranty Disclaimer: The company acknowledges and agrees that GS1 makes no 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. GS1 provides the Data and the Service as is. GS1 recommends that it also notify its suppliers of the Data. GS1 further recommends that it also notify its suppliers of any product or service offered to 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. Requiring the Data and the Service shall not be considered as adding appreciable value; and decompile, reverse-engineer, reverse assemble, or tamper with any part of the Data to attempt to (i) reverse engineer, decompile, or disassemble the Data, (ii) to use the Data in any way.

j. Data Quality: Data recipient understands that Data will be validated and as such comply with the validation rules set out in the GS1 General Specifications, available via https://www.gs1.org/barcodes-encode-id-keys/gs1-general-specifications, the Global Data Dictionary 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.

k. Request Action: If GS1 South Africa, in its sole discretion, suspects or believes that Data submitted to or published in the GS1 Activate, GS1 Distribute or Global Trusted Source systems is in violation of this agreement (e.g. it violates a third party’s intellectual property rights), it may take a remedial action (including, without limitation, by temporarily suspending the availability of or definitionally removing the said Data from the GS1 Activate, GS1 Distribute and Trusted Source systems).

l. Effect of Termination: Notwithstanding termination of this GS1 South Africa’s Licence Agreement, GS1 may retain the Data provided by Data Provider. [By default, such data will be shared with end users. As such, Data Provider may however request that GS1 no longer does so. If this request is made, this request must be made and submitted to GS1 South Africa in writing.]

m. Limitation of Liability: To the extent permitted by law, GS1’s total aggregate liability to anyone in connection with the Service for any claims or actions, whether in contract, tort, or otherwise, shall not exceed fifty euros (50,00 EUR). Any claim for indirect, special or consequential loss or damage of any kind, or for any loss of business or profits, revenue, anticipated savings, contracts, loss of data, loss of use, interruption of business or any other similar pecuniary loss however arising is expressly excluded. In no event has been advised of their possibility. To have a valid claim against GS1, you must notify GS1 within six months of the event giving rise to the claim. To the extent permitted by applicable law, you agree to exonerate GS1 from any liability relating to claims not notified to GS1 within the time limit, the third party’s use of Data Provider’s Data.

n. Indemnity: Data Provider shall fully indemnify, hold harmless and defend GS1 South Africa, GS1 ASI BSL, as well as any GS1 Member Organisation from and against all claims, actions, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys’ fees and costs), brought by any consumer, government agency or other third party while GS1, or any GS1 Designee, or its Authorized Users, or any person in GS1’s behalf, relate to or result from (i) 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; (ii) any breach or alleged breach of [this agreement] or any agreement entered into by Data Provider and/or its Authorized Users; and/or (iii) any allegation that Data Provider’s Data has been made available Data Provider in breach of the Data Provider warranties given herein.

o. Designation: Data Provider acts on behalf of (e.g. as an agent, distributor, content provider) a Principal Data Provider (e.g. a manufacturer) to generate, manage and/or deliver its Principal Data Provider’s Data. Data Provider must be able to demonstrate to the GS1 that it is the Principal Data Provider’s Data. Data Provider shall be responsible and liable for the purpose and guarantee the license set out in this agreement at all times and on GS1 South Africa’s first request.

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

1. 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;
2. modify the content of Data in publishing or disseminating Data, unless the written authorization of Data Provider or Designee has expressly been given;
3. publish or use Data in a manner that implies any endorsement by Data Provider, Designee or GS1 (unless the written authorization of the Data Provider, the Designee or GS1 to do so);
4. use, sell, sublicense, distribute or otherwise make available the Data to third parties, otherwise than as part of a Value-Added Product and only if the Data Provider is informed that any such use, sublicense, distribution or other use is solely for the purposes of the Value-Added Product.
5. breach any of the limitations of liability contained in this agreement.
6. breach any of the terms of use contained in this agreement.

any Member, full reimbursement for any costs and expenses that GS1 South Africa has incurred in the collection of any overdue invoices; and (c) 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, use of the GS1 Keys, Electronic Product Codes or Authorised Data Carriers, or any breach of these terms and conditions (including Your use or any representation or warranty) by You (except to the extent caused by GS1 South Africa’s negligence, non-compliance).

22. Assignment & Indemnity

a. Members will always keep confidential and secure, and not publish or otherwise misuse, any information of GS1 South Africa which is identified by GS1 South Africa as being reasonably to be expected to be, proprietary, confidential, or commercially sensitive. Members will only disclose that information as necessary to perform their obligations on a "need-to-know" basis;

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

23. Assignment and Sublicences

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

24. Indemnity

a. Without prejudice to any rights or remedies available to GS1 South Africa, to the right 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 these Terms and Conditions or any of the Member’s obligations herein contained;

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

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

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/>(/> infinges the intellectual property rights of that third party;

f. Any failure by a Member to comply with any instructions for use; and

g. Without limiting the foregoing, any error, inaccuracy, non-delivery, defect, lack of completeness, misrepresentation, or other imperfection in respect of any content or of any notification of the Member to the Member, cancellation, then the dispute or difference will be referred to arbitration. The Arbitrator will, in terms of the AFSA’s arbitration rules for the time being in force,

25. Liability

a. To the maximum extent permitted by law: all terms, conditions and warranties which would otherwise be implied by these Terms and Conditions and to which any Member is liable, is limited to the fees payable by the Member;

b. Where any implied term may not be excluded, GS1 South Africa limits its liability for any breach of these terms and conditions.

26. General Disclaimer

a. These Terms and Conditions (and any references to any documents annexed to it) or which may be made available to You by GS1 South Africa’s Member, GS1 South Africa, or the Member may be material to the Member.

b. 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. This case only subject to such person acknowledging expressly in writing in favour of the GS1 South Africa that the Member agrees to terms hereof.

27. Competition Law Disclaimer

a. GS1 South Africa and the Members purpose is to enhance the ability of all industry members to compete effectively, to promote partnership amongst members across the consumer goods industry in resolution shared, non-negligible, most effective and efficient manner to the ultimate benefit of the Member & Licence Agreement for that supply does not express.

b. Any other fees charged by GS1 South Africa will be excluded.

c. The party receiving the supply are charged in an additional amount equal to the consideration payable for the supply multiplied by the VAT rate in effect.

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

e. You must pay all fees assessed in South Africa in respect of this Subscription Membership & Licence Agreement.

29. Your Obligations

a. You must: not at any time during the term of this Subscription Membership & Licence Agreement, or after its termination, do or omit 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 Data Carriers in South Africa’s may give from time to time.

c. To assist in authentication of GS1 Identification Keys and Electronic Product Codes still in circulation, you must, on request, provide to GS1 South Africa (in writing) your GS1 Identification Keys and Electronic Product Codes issued and/or registered to You that has been purchased within the previous twelve months, and all GS1 Identification Keys, Electronic Product Codes (whether or not registered to You) and Authorised Data Carriers that You have processed in the previous twelve months.

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

30. Use of GS1 Identification Keys, Electronic Product Codes, Authorised Data Carriers and other Intellectual Property

a. You may only use GS1 Identification Keys and Electronic Product Codes issued and/or registered to You (and/or any other identifier assigned to You) and/or any other Company (in respect of an Item or thing to identify, track or trace any item or thing other than that issued Company’s Item or thing) must not use any numbering that is coincidental with any product numbers or numbers assigned in the GS1 system or that are similar in appearance so as to confuse, or to be likely to cause confusion, and must not be used in the GS1 system;

b. Product Codes (if applicable) in any way; recognise GS1 in South Africa’s title to the GS1 Identification Keys,

c. Electronic Product Codes, Authorised Data Carriers and the GS1 system and related intellectual property and must 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, contest or impair 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 others to do any of the above, or use the 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, Electronic Product Codes that have been issued and/or registered to You.

31. GS1 Identification Keys Membership
Subscription and Licence

a. 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. Acquisitions & Mergers, Partial Purchases, Splits or Spin-offs of a Member Company.
c. In the event of any member undergoing any acquisitions, splits off or spin offs of their company or registered affiliates, requests concerning the mandatory, prescribed, standardised GS1 Electronic Product Codes must be made to GS1 South Africa in writing.
d. GS1 South Africa requires written proof as well as the amended, updated, or new standardised GS1 Electronic Product Codes 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 will be made without members following GS1 rules for global company prefix reassignment.

31. Termination

a. If, You, the licensee, elect to terminate this Agreement for any reason, a request for termination must be made in writing to GS1 South Africa’s Termination of Subscription Membership & Service Notification Form, or copy thereof, signed by an authorised representative of your organisation.

b. Non-payment of subscription membership fees is not regarded as a proper request to terminate.

In accordance, GS1 South Africa’s may terminate this Subscription Membership & Licence Agreement immediately by giving notice to You.

c. If You fail to pay any Fee by its due date; You commit a breach of this Agreement and any clause herein.

d. GS1 South Africa reserves written proof as well as the amended, updated, or new standardised GS1 Electronic Product Codes 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. For the avoidance of doubt, termination does not relieve You of any rights to issue GS1 Identification Keys or Electronic Product Codes in South Africa.

32. General Provisions

a. This Subscription Membership & Licence Agreement contains the entire agreement between the parties of its subject matter and supersedes all previous agreements, understanding and negotiations that subject matter.

b. This Subscription Membership & Licence Agreement is governed by the law in force in South Africa. Each party submits to the non-exclusive jurisdiction of the South Africa’s Termination of Subscription Membership & Licence Agreement or a right created under it may not be waived or transferred in writing, signed by the party giving the waiver.

c. GS1 South Africa may vary the terms and conditions of this Subscription Membership & Licence Agreement at any time by providing not less than one (1) month’s written notice to You. Publicized by use of amendments to this Subscription Membership & Licence Agreement on GS1 South Africa’s website shall constitute written notice to You. Any such variation notified by GS1 South Africa takes effect immediately after such notice appears, (unless a later date is specified in the notice). If You do not accept the variation to the terms and conditions, you must terminate this Agreement by written notice to GS1 South Africa at any time prior to such variation taking effect. Your continued use of the relevant Service constitutes acceptance of these amended terms and conditions.

d. You may not transfer or sublince Your rights or obligations under the Licence or this Agreement.

f. Membership & Licence Agreement generally without the prior written consent of GS1, GS1 may require You to make a transfer of Your rights under the Licence, the provision of all or part of the relevant Service in the following form in respect of the transfer of Your rights under the Licence, the provision of the transferred Service in such form as may be required by GS1 from time to time.

g. We may offer Additional Products and Services, for which we may charge You additional fees and charges (in addition to Fee) and which will be subject to these provisions and conditions.

h. Definitions These meanings apply to this Agreement unless the contrary intention appears:

i. Additional Products and Services means all products and services provided by GS1 South Africa other than the GS1 system, including, without limitation, all training, testing, consultancy and data synchronisation services (such as GS1SDN, GS1 Cloud).

39. Authorised 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 Identification (RFID) and/or other suitable methods.

40. Authorised Uses means use in your ordinary business operations in connection with the identification of GS1 Products and for the purpose of aiding the tracking and tracing of items at any point in the supply chain.

41. Cookies means a cookie used to administer the Service. Please refer to GS1’s Cookies Policy at GS1.org.

42. Maintenance 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 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 advance notice.

44. Amendments GS1 may amend the ToU at any time. By continuing the use of the Service after the ToU has been amended, you accept the amended ToU. If these ToU is inconsistent with any other agreements you have with GS1, your exclusive remedy is to discontinue using the Service.

45. Governing Laws This ToU is governed by the laws of Belgium. In case of disputes arising in relation to the ToU, the courts of Brussels, Belgium will have exclusive jurisdiction.

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

38. Address as notified to You from time to time.
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 that are allocated (or registered to that person) 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 the associated range of GS1 Identification numbers, and individual keys assigned by GS1 South Africa, that are allocated to the subscriber member of 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, the following (as may be implemented, amended or replaced from time to time).

8. **The GS1 GDSN Specifications** available the GDSN Standards, available at www.gs1.org as well as the GTIN Standard, available at all other standards, guidelines, rules specified at the GS1 Identification Keys, 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. **Trademarks** means the trademarks associated with GS1 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-of-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);

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. **General Terms and 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. **Intelectual 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 in any other step with a view to the general readjustment, rescheduling 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 Deficiency** means a misconception of the UDI, a mismatch between the name of the company holding the license for the GS1 ID Key and the company using the GS1 ID Key or any other inaccurate, incomplete or outdated information related to the UDI.

39. **“Unique Device Identifier” or “UDI” means a GS1 ID Key used for unique identification of a medical device.

40. **Validation and Allocation Rules** means the GS1 Standards relating to validation and assignation 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:

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

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

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