



# GS1 Global Attribute Explorer System

## Terms of Use

BY CLICKING "I AGREE", YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THESE TERMS OF USE.

### Acceptance of Terms

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By accepting these Terms of Use (as amended from time to time) ("**Terms**") in connection with activating your user account ("**Account**") via Attribute Explorer, you understand and agree that these Terms are binding on and between you and GS1. These Terms are binding on any person that accesses or uses Attribute Explorer, whether by using their own or another user's Account. These Terms do not create any third party beneficiary rights. You warrant that you are lawfully permitted to be bound by these Terms.

Please consult the Privacy Policy available on the Attribute Explorer website for any matters relating to the use of your contact details as well as your rights in relation to your data and how to exercise your rights.

**1. Amendment.** GS1 may amend these Terms at any time, as it deems necessary, by communicating changes via email and/or by a notice to you the next time you connect to Attribute Explorer. By continuing to use Attribute Explorer after notification of amendment(s) to these Terms is communicated as stated above, you will be deemed to have consented to the amended Terms.

**2. Termination.** GS1 may terminate these Terms and your Account at any time, without prior notice and at its sole discretion. Upon such termination, you shall immediately destroy any copies of the Content and materials downloaded from Attribute Explorer that are in your possession or control.

**3. Proprietary Rights.** GS1 is licensed to provide user access to Attribute Explorer. Use of Attribute Explorer does not grant any proprietary right to you,

including but not limited to intellectual property, ownership or other right, over any Content, code, data or material in Attribute Explorer.

### 4. Use of Attribute Explorer

**A. License.** You may access your Account, view Content and Attribute Explorer via your computer or other device, except where otherwise prohibited by these Terms or special notice. Upon accepting these Terms, GS1 grants, which grant you accept, a non-exclusive, non-transferable license to use Attribute Explorer and copy the Content for your personal, non-commercial use only.

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### B. Prohibited Use.

You shall not:

- i. use Attribute Explorer and/or its Content in a manner contrary to or in violation of any applicable international, national, federal or state laws or regulations;
- ii. use Attribute Explorer in a way that could harm, affect, take over, disable, overburden, or otherwise impair any computer systems, including, but not limited to, servers, networks, and other components connected to or used for Attribute Explorer;
- iii. interfere with another user's use and enjoyment of Attribute Explorer or its Content;
- iv. upload, post, or otherwise transmit any content that you are not lawfully permitted to transmit or disclose;
- v. upload, post, or otherwise transmit any material that contains software viruses or other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- vi. attempt to gain unauthorised access to any services, accounts, computer systems, or networks connected to any server connected with Attribute Explorer, through password mining, hacking, or any other means;

- vii. gain, or attempt to gain, access to Content by any means not intentionally made available by GS1;
- viii. unless otherwise provided in these Terms, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, or otherwise exploit Attribute Explorer, or any part thereof without GS1's prior written consent;
- ix. use framing techniques to enclose any portion of Attribute Explorer (including, but not limited to, images, text, page layout, and form) without GS1's prior written consent;
- x. use of the trademarks, service marks, trade names, logos, or graphics displayed on Attribute Explorer in any way without GS1's express prior written consent;
- xi. use network monitoring or discovery software to determine the site architecture, or extract information about use, user identity or personal information;
- xii. use any robot, spider, other automatic software or device, or a manual process, to mirror, monitor, transcribe, copy, data mine, or otherwise extract data from Attribute Explorer or its Content without GS1's prior express written consent;
- xiii. decompile or otherwise reverse engineer any code, mark-up, style sheets or other computer files or transmissions served by Attribute Explorer;
- xiv. collect any physical or electronic communication address made available on Attribute Explorer for other than personal, non-commercial use; or
- xv. distribute, on or via Attribute Explorer, any advertisement; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organisation, without GS1's prior written consent.

## 5. Disclaimers and Limitations.

**A. No Warranty.** You create an Account and use Attribute Explorer at your own risk. Accounts, Attribute Explorer, and its Content are provided on an "as-is" and "as-available" basis. GS1 and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

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Any material downloaded or obtained through using Attribute Explorer is accessed in your own discretion and at your own risk, and you are solely responsible for and hereby waive any and all claims and causes of action, whether in contract, tort, strict liability, or otherwise, with respect to any damage to your computer system, internet access, download or display device, or loss of data that results from the download of such material.

No advice or information, whether oral or written, obtained by you from GS1 or from Attribute Explorer shall create any warranty not expressly stated in these Terms.

**B. Limited Liability.** GS1 and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, users, data, or other intangible losses (even if GS1 has been advised of the possibility of such damages), resulting from the use or the inability to access an Account or use Attribute Explorer and its Content, unauthorised access to or alteration of your transmission or data, or any other matter relating to an Account, Attribute Explorer, or its Content.

**C. No Responsibility for Third Party Resources.** Attribute Explorer and its Content may provide links or references to third party World Wide Web or other resources. GS1 makes no representations whatsoever about any such third party resources. You agree that GS1 is not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on a third party resource linked to or referenced by Attribute Explorer or its Content.

**6. Indemnification.** You agree to indemnify, defend and hold GS1 harmless at all times after entering into these Terms against:

- i. any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, penalty, or other charge, other than any Litigation Expenses (as defined below), arising out of or relating to your use of an Account, Attribute Explorer, the Content, or any combination thereof; and
- ii. any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or



asserting any claim for indemnification under these Terms, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "**Litigation Expenses**").

## 7. MISCELLANEOUS

**A. Choice of Law.** The laws of Belgium (without giving effect to its conflict of law principles) govern all matters arising out of or relating to these Terms, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

**B. Headings.** Headings in these Terms are used for convenience only and shall not affect its construction or interpretation.

**C. Forum for Disputes.** Any party bringing a legal action or proceeding against any other party arising out of or relating to these Terms shall bring the legal action or proceeding in the courts of Brussels, Belgium. Notwithstanding the above, you agree that GS1 shall nevertheless be allowed to apply for injunctive remedies or relief (or other equivalent types of urgent legal remedy) in any jurisdiction.

**D. Entire Agreement.** These Terms, together with the Privacy Policy available on the Attribute Explorer website, constitute the entire agreement between you and GS1 about the creation of an Account, use of Attribute Explorer, and access to its Content.

**E. Notice.** All notices and communications required or permitted under these Terms shall be:

- if to GS1 in writing and delivered personally or by express courier;

- if to you in writing and delivered personally, by email or by express courier at the address provided when registering for Attribute Explorer.

The date of giving such notice shall be the date of personal delivery, or of sending the electronic mail, or five days after deposit with an express courier service.

GS1's current address for notification purposes is:

GS1 AISBL  
Attn. of the Corporate & Legal Department  
Avenue Louise 326, b.10  
1050 Brussels  
Belgium

**F. Severability.** The provisions of these Terms are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall only affect such provision, or part thereof, in

such jurisdiction and shall not in any manner affect such provision in any other jurisdiction.

**G. Survival.** The provisions of the sections entitled "*Indemnification*" and "*Miscellaneous*" shall survive any termination of these Terms.

**H. Translations.** These Terms of Use are originally drafted in English. Any translation is made available as a courtesy only and, in case of discrepancy between the original English version and the translation, the English version shall prevail.

