

GS1 US TERMS OF USE

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IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE (“TERMS”), AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATION OF LIABILITY AND YOUR INDEMNITY TO US. BY ACCESSING OR USING THE SITES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SITES.

INTRODUCTION

These Terms govern your use of the web site <https://www.gs1us.org>, which is offered by and on behalf of GS1 US, Inc., and its subsidiaries, divisions and member organizations (collectively, “**GS1 US,**” “**we,**” “**us,**” or “**our**”). Further, these Terms also apply to the web sites, web pages, e-commerce stores, interactive features, downloads, applications, widgets, blogs, and social networks, and other online or wireless offerings that are owned or operated by GS1 US and that are available through the web site or that interact with the web site and post a link to these Terms of Use, whether accessed via computer, mobile device or other technology (collectively, with [gs1us.org](https://www.gs1us.org), the “**Sites**”). By using the Service, you acknowledge and consent to the Sites’ [Privacy Policy](#) and consent to the collection and use of your data in accordance with our [Privacy Policy](#).

In some instances, both these Terms and a separate document that provides additional conditions may apply to a service or product offered via the Sites (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

In addition, please review the Sites’ Privacy Policy, which explains our information collection practices, such as the types of information we collect regarding visitors to the Sites and how we may use that information. By using the Sites, you acknowledge and accept the Sites’ Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. By using the Sites, you further agree that GS1 US may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Sites.

TABLE OF CONTENTS

1. [OWNERSHIP OF MATERIALS](#)
2. [YOUR LICENSE TO USE MATERIALS](#)
3. [COPYRIGHT INFRINGEMENT AND OTHER INTELLECTUAL PROPERTY COMPLAINTS](#)
4. [CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES](#)
5. [SITE AND CONTENT USE RESTRICTIONS](#)
6. [VIRAL CONTENT DISTRIBUTION](#)
7. [MEMBERSHIP & REGISTRATION](#)

8. TERMS OF SALE
9. SWEEPSTAKES, CONTESTS, AND PROMOTIONS
10. WIDGETS & APPLICATIONS
11. THIRD-PARTY LINKS, APPLICATIONS, AND CONTENT
12. LINKING POLICY
13. MOBILE
14. OUR DISCLAIMER OF WARRANTIES
15. LIMITATION OF LIABILITY; WAIVER
16. INDEMNIFICATION
17. TERM AND TERMINATION
18. LOCATION AND TERRITORIAL RESTRICTIONS
19. GOVERNING LAW; DISPUTES
20. MISCELLANEOUS
21. UPDATING THESE TERMS
22. CONTACT INFORMATION

1. OWNERSHIP OF MATERIALS

A. Materials. The Sites contain a variety of: (1) materials and other items relating to GS1 US and its products and services, and similar items from our member organizations and other third parties, including all layout, information, articles, opinions, other text, directories, guides, graphics, photographs, illustrations, images, video and audio clips, music, sounds, scripts, advertising and promotional materials, data, files, software, compilations, designs, technology, graphical interface, instructions, overall “look and feel” and the compilation, assembly, and arrangement of the materials of the Sites and any and all copyrightable material (including source and object code), (2) trademarks, logos, trade names, service marks, and trade identities, and the domain names and URLs associated therewith, whether registered or unregistered, and (3) other forms of intellectual property (all of the foregoing collectively and individually are referred to as “**Materials**”). The Materials may not be copied, reproduced, downloaded, or distributed in any way, in whole or in part, without the express permission of GS1 US, unless and except as is expressly provided in these Terms. *Any unauthorized use of the Materials is prohibited.*

B. Ownership. The Sites (including past, present, and future versions) and the Materials are owned or controlled by GS1 US and our licensors and certain other third parties. All right, title, and interest in and to the Materials available via the Sites are the property of GS1 US or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. GS1 US owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Materials on the Sites.

2. YOUR LICENSE TO USE MATERIALS

A. License. Subject to your strict compliance with these Terms and any Additional Terms, GS1 US grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary

storage only), display, view, use, play, and/or print one copy of the Materials (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "**Device**") for your personal, non-commercial use only, and (ii) to use certain Materials that we may from time to time make available on the Sites explicitly for you for use as part of your User-Generated Content (defined below) ("**GS1 US Licensed Elements**"), but only for such purposes as may be explicitly stated at the time that the GS1 US Licensed Elements are made available on the Sites; but we and our licensors and certain other third parties, as the case may be, retain ownership of such GS1 US Licensed Elements. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Materials, and (ii) may be immediately suspended or terminated for any reason, in GS1 US's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Materials and/or GS1 US Licensed Elements, subject to certain Additional Terms.

B. Rights of Others. In using the Sites, you must respect the intellectual property and other rights of GS1 US and others. Your unauthorized use of Materials may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. GS1 US respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Sites, then please see Section 3 below.

3. COPYRIGHT INFRINGEMENT AND OTHER INTELLECTUAL PROPERTY COMPLAINTS

A. DMCA Notice. GS1 US will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("**DMCA**"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Sites, then you may send us a written notice that includes all of the following:

(i) a legend or subject line that says: "DMCA Copyright Infringement Notice";

(ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Sites on which the material appears);

(iv) your full name, address, telephone number, and e-mail address;

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

(vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

(vii) your electronic or physical signature.

GS1 US will only respond to DMCA Notices that it receives by mail, e-mail or facsimile at the addresses below:

By Mail:

GS1 US, Inc.
Princeton South Corporate Center
300 Charles Ewing Boulevard
Ewing, New Jersey 08628
Attn: Copyright Agent
(with subject "Copyright Complaints")

By E-Mail: legal@gs1us.org

By Fax: **(609) 620-1200**

It is often difficult to determine if your copyright has been infringed. GS1 US may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and GS1 US may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting GS1 US's other rights, GS1 US may, in appropriate circumstances, terminate a repeat infringer's access to the Sites and any other website owned or operated by GS1 US.

B. Counter-Notification. If access on the Sites to a work that you submitted to GS1 US is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the

addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Sites from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Northern District of Illinois), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Sites. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

C. Procedure for Alleging Infringement of Other Intellectual Property.

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Sites, then you may send us a written notice to the addresses set forth above that includes all of the following:

- (a) a legend or subject line that says: "Intellectual Property Infringement Notice";
- (b) a description of the intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us

to locate the material (please include the URL of the Sites on which the material appears);

- (d) your full name, address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and
- (g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Sites that fails to respond satisfactorily to GS1 US with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

4. CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES

A. User-Generated Content.

(i) **General.** GS1 US may now or in the future offer visitors to the Sites the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Sites (collectively, "**submit**") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding GS1 US Licensed Elements included therein, "**User-Generated Content**"). GS1 US may do this through forums, blogs, message boards, social networking environments, social communities, e-mail, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content.

(ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Sites' posted Privacy Policy or any Additional Terms, you agree that: (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) GS1 US does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon GS1 US's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. You acknowledge that the Internet may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content.

In your communications with GS1 US, please keep in mind that GS1 US does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services, such as ideas, concepts, inventions or books (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us via the Sites are deemed User-Generated Content and licensed to us as set forth below. In addition, GS1 US retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. GS1 US's receipt of your Unsolicited Ideas and Materials is not an admission by GS1 US of their novelty, priority, or originality, and it does not impair GS1 US's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) **License to GS1 US of Your User-Generated Content.** Except as otherwise described in any Additional Terms (such as a Promotion's (defined below) official rules), which govern the submission of your User-Generated Content), you hereby grant to GS1 US, and you agree to grant to GS1 US, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. In order to further effect the rights and license that you grant to GS1 US to your User-Generated Content, you also hereby grant to GS1 US, and agree to grant to GS1 US, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User-Generated Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User-Generated Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 4(A)(iii).

(iv) **GS1 US's Exclusive Right to Manage All User-Generated Content.** GS1 US may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and GS1 US may, in its sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or

any liability to you or any third party. GS1 US reserves the right, however, to treat User-Generated Content on the Sites as content stored at the direction of users for which GS1 US will not exercise control except to block or remove content that comes to GS1 US's attention and is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable, or to enforce the rights of third parties or the content restrictions set forth below in the Rules (defined in Section 4(B) below) when notice of their violation comes to GS1 US's attention. Such User-Generated Content submitted by you or others need not, however, be maintained on the Sites by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Sites or elsewhere.

(v) **Representations and Warranties Related to Your User-Generated Content.** Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content: (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant GS1 US the rights to it that you are granting by these Terms and any Additional Terms, all without any GS1 US obligation to obtain consent of any third party and without creating any obligation or liability of GS1 US; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to GS1 US's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules) or any Additional Terms, or cause injury or harm to any person.

(vi) **Enforcement.** GS1 US has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at GS1 US's cost and expense, to which you hereby consent and irrevocably appoint GS1 US as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Sites, these Community Usage Rules ("**Rules**") are here to help you understand the conduct that is expected of members of the Sites' online communities ("**Communities**").

(i) **Nature of Rules.** Your participation in the Communities is subject to all the terms in these Terms, including these Rules:

- **Your User-Generated Content Must Be Yours.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any Additional Terms. Your User-Generated Content

should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to GS1 US. (For example, if someone has taken a picture of you and your friend, and you submit that photo to GS1 US as your User-Generated Content, then you must obtain your friend's and the photographer's permission to do so.)

- **Speaking of Photos:** No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family. If you choose to submit photos to the Sites, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Sites. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- **Does your User-Generated Content contain music?** Your User-Generated Content may not contain any music unless the work and performance is original with you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.
- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- **No violence.** Your User-Generated Content may not promote violence or describe how to perform a violent act.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have discussions with other members. However, please remember that the Communities are a public forum and User-Generated Content that you submit on the Sites within a Community may be accessible and viewable by other users. Do not submit personally

identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.

- **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by GS1 US.
- **Don't Damage the Sites or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Sites or any computer or other Device.

If you submit User-Generated Content that GS1 US reasonably believes violates these Rules, then we may take any legal action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We reserve the right to request at any time proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Sites.

(ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

C. Alerting Us of Violations. If you discover any content that violates these Terms, then you may report it to legal@gs1us.org. For alleged infringements of intellectual property rights, see Section 3 above.

5. Site and Content Use Restrictions

A. Site Use Restrictions. You agree that you will not: (i) aside from the purchase of goods or services offered for sale by GS1 US or its affiliates, use the Sites for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any GS1 US trademarks or trade names; (iii) engage in any activities through or in connection with the Sites that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to GS1 US; (iv) reverse engineer, decompile, disassemble, reverse assemble, or modify any Sites' source or object code or any software or other products, services, or processes

accessible through any portion of the Sites; (v) engage in any activity that interferes with a user's access to the Sites or the proper operation of the Sites, or otherwise causes harm to the Sites, GS1 US, or other users of the Sites; (vi) interfere with or circumvent any security feature of the Sites or any feature that restricts or enforces limitations on use of or access to the Sites, the Materials, or the User-Generated Content; or (vii) otherwise violate these Terms or any Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Materials (other than your User-Generated Content that does not contain any GS1 US Licensed Elements): (i) you will not monitor, gather, copy, or distribute such Materials (except as may be a result of standard search engine or activity or use of a standard Internet browser) on the Sites by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Materials (including any images, text, or page layout); (iii) you will keep intact all trademark, copyright, and other intellectual property notices contained in such Materials; (iv) you will not use such Materials in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Materials (other than to the extent of your permitted use of the GS1 US Licensed Elements, if applicable); (vi) you will not modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party website, or otherwise use or exploit such Materials in any way for any purpose except as specifically permitted by these Terms or any Additional Terms or with the prior written consent of an officer of GS1 US or, in the case of Materials from a licensor, the owner of the Materials; and (vii) you will not insert any code or product to manipulate such Materials in any way that adversely affects any user experience.

C. Availability of Sites and Materials. GS1 US may immediately suspend or terminate the availability of the Sites and Materials (and any elements and features of them) for any reason, in GS1 US's sole discretion, and without advance notice or liability.

D. Reservation of All Rights Not Granted as to Materials and Sites. These Terms and any Additional Terms include only narrow, limited grants of rights to Materials and to use and access the Sites. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by GS1 US and its licensors and other third parties. ***Any unauthorized use of any Materials or the Sites for any purpose is prohibited.***

6. VIRAL CONTENT DISTRIBUTION

GS1 US may grant you -- but only through express written permission -- the limited, revocable permission to engage in certain expressly described personal uses of Materials as may from time to time be made available via forms of digital delivery on

the Sites for such purposes (“**Viral Distribution**”). Express written permission for Viral Distribution may include these personal uses: (a) sending Materials to friends or acquaintances at no charge; (b) posting and displaying a copy of Materials on a personal web site; or (c) posting and displaying a copy of Materials on a third-party web site that permits users to post content, so long as the posting is allowed pursuant to the third-party site terms and conditions, and provided that the third-party web site does not charge for access to those materials or associate those materials with products, services, or advertising. If expressly permitted and made available on the Sites, you may engage in Viral Distribution pursuant to these Terms, but you may not make any use of or license, distribute, reproduce, or otherwise exploit any part of the Materials without our express written permission.

7. MEMBERSHIP & REGISTRATION

Certain areas of the Sites may require you to register as a member or subscriber or may otherwise ask you to provide information to participate in certain features or access certain Materials or User-Generated Content on the Sites. The Sites’ practices governing any resulting collection and use of your personal information are disclosed in our [Privacy Policy](#). When you provide information to the Sites, you agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy. If you register with us, you agree to accept responsibility for all activities that occur under your account or password, if any, and you agree you will not sell, transfer, or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer (or other Internet access device, as applicable) so that others may not access the password-protected portion of the Sites using your name, in whole or in part. GS1 US reserves the right to terminate your account or otherwise deny you access, in its sole discretion, without notice and without liability.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the Sites and you will be responsible for all charges related thereto. We reserve the right to terminate your account or otherwise deny you access, in our sole discretion without notice and without liability.

8. TERMS OF SALE

A. Generally. To purchase any products or services sold on the Sites, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services, you may be required to provide us or our payment processing vendor with a valid payment account and associated payment information. By submitting that information to us or directly to our payment processor, you hereby agree that you authorize us and/or our processor (as applicable) to charge your payment account at our convenience but within thirty (30) days of charge authorization. For any product or service that you purchase, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. GS1 US will automatically bill your

payment account or other form of payment submitted as part of the order process for such price. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering. You may not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses, or by any other means, to conduct transactions on the Sites. You will not hold us liable if you do not comply with laws related to your transactions. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. If we are unable to verify or authenticate any information you provide during any ordering, purchase, sale, delivery, payment, or remittance process, or any other process, or if we are no longer able to verify or authorize your payment account information, your order may be cancelled, we may refuse to honor all pending and future purchases made with those accounts. You acknowledge that you are not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”) or any similar sanctions imposed by any other body, governmental or other, to which you are subject and will not otherwise.

B. Methods of Payment, Credit Card Terms and Taxes. All payments must be made through any payment form accepted by the Sites or GS1 US at the time of your purchase. If you use a credit card to make a purchase, your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You hereby represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. **YOU, AND NOT GS1 US, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees (including any bank fees) and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. GS1 US reserves the right to charge you bank or other administrative fees should your check bounce, in the event of a payment account rejection or in any circumstance where payment is disputed or a payment processing issue occurs. If GS1 US incurs any costs or other expenses in connection with collecting any payments owed to GS1 US, GS1 US reserves the right to charge your account in the amount of the costs and expenses incurred by GS1 US in collecting any amounts owed to us (including reasonable attorneys’ fees). Unless you notify GS1 US of any discrepancies within sixty (60) days after they first appear on your statement, you agree that they will be deemed accepted by you for all purposes. If GS1 US does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by GS1 US or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. GS1 US shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

C. Return Policy. All transactions made on the Sites are subject to the return policy in effect at the time of your order. GS1 US’ current return policy is to

not offer any refunds for any products or services purchases, except in our sole and absolute discretion. We may modify our return policy from time to time so you should check these each time prior to ordering and in the event that there exists a conflict between these terms and the Additional Terms for the service provided, the Additional Terms shall govern and control.

D. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. GS1 US reserves the right at any time after receipt of your order to accept or decline your order for any reason. GS1 US further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by GS1 US upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your payment method used in the amount charged for the cancelled portion or the quantity not provided (if your payment account has already been charged for the order); or (b) we will not charge your payment account for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with GS1 US has been effected until you receive a confirmation from GS1 US via email. As stated above, you will be responsible for, and your payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received. We may refuse any order that is connected with a previous payment dispute or previous apparent fraudulent activity. We may refuse to accept any order if fraudulent activity is suspected and we may refuse to process any subsequent order from a customer who has a history of placing fraudulent orders.

E. No Responsibility to Sell Mispriced Products or Services. We do our best to describe every item, product or service offered as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Sites is complete, accurate, reliable, current or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, GS1 US shall have the right to refuse or cancel any orders, in its sole discretion. If we charged your payment account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply. If a product you purchased from GS1 US is not as described, your sole remedy is to return it in unused condition, complete and undamaged, in the original packaging.

F. Modifications to Prices or Billing Terms. Purchases of products and services are subject to availability. All descriptions, images, references, features, content, information, specifications, products and prices described or depicted in connection with the Service are subject to change at any time without notice. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability and services, including

for any items sold by third parties (if any). We reserve the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice (including after a purchase has been made). Descriptive, typographic and photographic errors are subject to correction and we shall have no liability of any kind for such errors. We reserve the right to modify or cancel orders for any reason, including for typographical, pricing and other errors at any time. We strive to display as accurately as possible the colors of the products shown on the Service; however, we cannot and do not guarantee that your monitor's display of any color will be accurate. PRODUCTS AND SERVICES DISPLAYED ON THE SITES MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. GS1 US RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.

G. GS1 US' Intellectual Property Rights in Products Sold. Any and all intellectual property rights in the products or services sold on the Sites will remain the sole and exclusive property of GS1 US. GS1 US retains the entire right, title and interest in and to any and all intellectual property rights in the products and services, including, but not limited to, all trade secret, patent, copyright and trademark rights associated with the products and services. A purchaser of products or services may not copy or modify them or resell them to a third party.

9. SWEEPSTAKES, CONTESTS, AND PROMOTIONS

Any sweepstakes, contests, or other promotions (any, a "**Promotion**") that may be offered via the Sites may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the Promotion, use of User-Generated Content, and disclosures about how your personal information may be used. It is your responsibility to read these rules to determine whether or not you want to and are eligible to participate, register, and/or enter, and to determine the applicable terms and conditions of the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

10. WIDGETS & APPLICATIONS

The Sites may provide certain Materials that you may choose to include on your personal web page, third-party web site or social networking site ("**Personal Page**") by pasting the HTML or other code provided by us and labeled as an embed code (or similar identifying label) ("**Embed Code**") into your Personal Page ("**Widget**"). For any Widgets that we make available on the Sites, we grant you a revocable permission, subject to the restrictions in these Terms, to include the Embed Code as provided by us (without editing) for inclusion only on your Personal Page and only on a site that: (i) permits you to post the Widget there; and (ii) does not have terms of use or other conditions that purport to give that site operator any interest or right in or to our Embed Code or Materials other than to obtain a limited, terminable right to host the Widget and permit its normal operation. Your use of the Widget may display our trademarks contained on the Widget or Materials made available via the Widget,

but we control the use thereof and all goodwill associated with such use inures exclusively to us. You agree that you will not embed or otherwise make available a Widget on a web page or other location in violation of the prior sentence or that contains content that is distasteful, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable (in our sole opinion). We make no specific warranties about Widgets and we may discontinue providing the services necessary for the Widgets to operate at any time for any reason without any liability to you. In addition, we may disable Widgets that you include on your Personal Page(s) if you violate these Terms (as determined by us in our sole discretion), or for any or no reason, without any liability to you. You agree that our permission to you to use Widgets on your Personal Page does not provide you (or any third party) with any intellectual property rights in or to the Widget or the Materials made available via any Widget. You agree to not make any commercial use of any Widget or the Materials made available in a Widget, in whole or in part, nor to sell, lease, hypothecate, transfer, license, encumber, or otherwise exploit the same, in whole or in part, or purport to give any third party permission to do so. This includes a prohibition on you or a third party overlaying or otherwise associating advertising with the Widget or Materials. You agree to include, and not remove or alter, our trademark, copyright, or other proprietary-rights notices, as provided by us on a Widget, Widget code, or Materials made available via a Widget and you agree to comply with Widget usage guidelines that may be provided by us from time to time. You agree not to circumvent (or in any way attempt to circumvent) the security or rights-management features in a Widget or any component of a Widget that are designed to prevent users from copying, manipulating, or retaining the Materials made available via a Widget. You also agree not to use (or attempt to use) any Widget, or any component of a Widget, to display content other than the specific Materials provided or intended by us to be displayed via a particular Widget.

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You may choose, at your sole and absolute discretion and risk, to use applications that connect GS1 US materials or your User-Generated Content with a third-party site (each, an **"Application"**) and such Application may interact with, connect to, or gather and/or pull information from and to the Sites. By using such Applications, you acknowledge and agree to the following: (i) if you use an Application to share information relating to any GS1 US account, you are consenting to the information about your account being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if GS1 US has not provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold GS1 US harmless for any sharing of information relating to you or your use of the Sites that results from your use of an Application. You must read all log-in boxes and other pop-up boxes closely for notices

about sharing your account information with, through, or by any other means identified on an Application.

11. THIRD-PARTY LINKS, APPLICATIONS, AND CONTENT

A. Linked Websites; Advertisements. The Sites may contain links, as part of third-party ads on the Sites or otherwise, to or from third-party websites ("**Linked Websites**"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with GS1 US. GS1 US may have no control over the content, operations, policies, terms, or other elements of Linked Websites, and GS1 US does not assume any obligation to review any Linked Websites. GS1 US does not endorse, approve, or sponsor any Linked Websites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, GS1 US is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. Finally, GS1 US will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party hyperlinked sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use, and rules issued by the operator of the Linked Websites. GS1 US disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Sites (including on or via Linked Websites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). GS1 US disclaims all liability in connection with therewith.

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GS1 US grants you the revocable permission to link to GS1 US.org; provided, however, that your web site, or any third-party web sites that link to GS1 US.org: (a) must not frame or create a browser or border environment around any of the content on gs1us.org or otherwise mirror any part of the Sites; (b) must not imply that GS1 US is endorsing or sponsoring it or its products, unless GS1 US has given it prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in our sole opinion, harm GS1 US or its products or services; (d) must not use any GS1 US trademarks without the prior written permission from GS1 US; (e) must not contain content that could be construed as distasteful, offensive, or controversial or otherwise objectionable (in our sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link permits you to enable such link subject to these Terms. By linking to gs1us.org, you agree that you do now and will continue to comply with the above linking requirements.

Notwithstanding anything to the contrary contained in these Terms, GS1 US reserves the right to prohibit, in our sole and absolute discretion, linking to gs1us.org for any reason, even if the prohibited linking otherwise complies with the requirements described above.

13. MOBILE

The Sites may offer features and services that are available to you via your mobile phone or other mobile device. These features and services may include, without limitation, the ability to upload content to the Sites, receive messages from the Sites, download applications to your mobile device, or access Sites features (collectively, the "**Mobile Features**"). We may charge for Mobile Features. Also, standard messaging, data, and other fees may be charged by your carrier. Fees and charges may appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features. The instructions will typically require you to text a keyword (e.g., "STOP," "CANCEL," "END," "UNSUBSCRIBE," "QUIT," etc.) to the applicable shortcode for the Mobile Feature.

You agree that as to the Mobile Features for which you are registered for, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify GS1 US of any changes to your mobile number and update your account(s) on the Sites to reflect this change.

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UNDER NO CIRCUMSTANCES WILL THE GS1 US PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SITES; (B) THE MATERIALS; (C) USER-GENERATED CONTENT OR WIDGETS; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITES OR MATERIALS; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE GS1 US PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITES OR MATERIALS; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER RIGHTS OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SITES' TECHNICAL OPERATION; OR (H) ANY DAMAGE TO ANY COMPUTER, HARDWARE, VIDEO PLAYER, DVD PLAYER, GAME CONSOLE, BLU-RAY PLAYER, COMPUTER SOFTWARE, CELLULAR PHONE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE GS1 US PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD,

TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF A GS1 US PLATFORM). IN NO EVENT WILL THE GS1 US PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE, OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE GS1 US PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE LESSER OF THE AMOUNT WE CHARGED YOU FOR THE TRANSACTION OR TEN UNITED STATES DOLLARS (\$10.00).

16. INDEMNIFICATION

You agree to defend, indemnify, and hold the GS1 US Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements, and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User-Generated Content; (b) your use of the Sites and any purchases made through the Sites; (c) your breach (actual or alleged) or anticipatory breach of these Terms; (d) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, including, without limitation, all regulatory, administrative, and legislative authorities; (e) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trade identity, trade secret, trade dress, patent, publicity, privacy, or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the GS1 US Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and GS1 US. You will cooperate as fully required by the GS1 US Parties in the defense of any claim. The GS1 US Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the GS1 US Parties.

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GS1 US also reserves the exclusive right to modify, withdraw, suspend, or discontinue, temporarily or permanently, at any time and from time to time, any materials, information, or content available on the Sites, without limitation, in whole or in part, including the cessation of all activities associated with the Sites, with or without notice. You agree that GS1 US will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Sites or any part thereof.

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18. LOCATION AND TERRITORIAL RESTRICTIONS

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You agree to comply with all rules, laws, and regulations that are applicable to your use of the Sites, including, without limitation, those governing your transmission or use of any software or data.

19. GOVERNING LAW; DISPUTES

We hope we never get into any disputes with you but just in case, here are some things that would apply:

A. GOVERNING LAW/JURISDICTION. THESE TERMS AND THE INTERPRETATION OF THESE TERMS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR

INDIRECTLY ARISING OUT OF OR RELATING TO THE SITES, THE USE OR ACCESS THEREOF, OR THESE TERMS MUST BE IN THE STATE OR FEDERAL COURTS LOCATED IN MERCER COUNTY, NEW JERSEY AND YOU HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS LOCATED IN MERCER COUNTY, NEW JERSEY FOR ANY SUCH LEGAL PROCEEDING. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO ANY OF THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

B. No Class Actions. To the fullest extent permitted by applicable law, you agree that any and all disputes, claims and causes of action you may have in connection with or related to the Sites will be resolved individually, without resort to any form of class action.

C. Waiver of Injunctive Relief. IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY GS1 US (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF GS1 US.

20. MISCELLANEOUS

The failure of GS1 US to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit GS1 US' rights with respect to such breach or any subsequent breaches. No waiver by GS1 US of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of GS1 US. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. GS1 US may assign its rights and duties under these Terms to any party at any time without any notice to you. These Terms may not be assigned by you without GS1 US prior written consent. If any provision of these Terms will be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. The section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against GS1 US by virtue of GS1 US having drafted them.

You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

GS1 US reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Sites security or its information technology or other systems or

networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by GS1 US in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Sites, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to GS1 US under these Terms or any Additional Terms. Upon suspension or termination of your access to the Sites, or upon notice from GS1 US, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Sites. The provisions of these Terms and any Additional Terms (including the terms applicable to User-Generated Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to GS1 US in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

Notwithstanding termination of your use of the Sites, for any reason whatsoever, the following sections of these Terms continue and survive: "Ownership of Materials," "Content You Submit and Community Usage Rules," "Our Disclaimer of Warranties," "Limitation of Liability; Waiver," "Indemnification," "Governing Law; Disputes" and "Miscellaneous."

21. UPDATING THESE TERMS

GS1 US reserves the right to modify or add to these Terms at any time without prior notice ("**Updated Terms**"). You agree that we may notify you of the Updated Terms by making them available via the Sites, and that your use of the Sites after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Sites. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward.

22. CONTACT INFORMATION

If you should have any questions or comments, please contact us at legal@gs1us.org.