

---

## Terms of Use of the GS1 Service Platform

### 1. General

- 1.1. All services provided by GS1 Germany (hereinafter referred to as the "Provider") to the Customer in the context of the GS1 Service Platform (hereinafter referred to as the "Platform") shall be made available solely on the basis of the following Terms of Use as last amended at the time of use. Unless otherwise agreed explicitly in writing, no deviating terms and conditions shall apply.
- 1.2. Customers in the context of these Terms of Use are exclusively operators. Within the meaning of the Terms of Use, these are natural or legal persons or partnerships with legal capacity who/which are exercising their commercial or independent professional activity at the time the Contract with the Provider is concluded.

### 2. Subject of the Contract

- 2.1. The subject of the Contract is the provision of the Platform including its individual applications (Platform and applications together are referred to as "Services"). The applications that are made available on the Platform are [here](#) accessible.
- 2.2. The applications are provided for use on the Platform as an online version using a current and customary internet browser or via an API.
- 2.3. The Services may be made available by the Provider free of charge or subject to the payment of a fee. If use is free of charge, the User shall not be entitled to expect the continued provision of individual functions of the Platform and its applications.
- 2.4. The Provider does not guarantee that the Services will function error-free on all browsers. The Services will only be optimised for the most commonly used browsers.
- 2.5. The use of the Services requires the transfer of data via the internet. The User is responsible for this and shall bear any associated costs.
- 2.6. The Provider is entitled to use open source components in providing the Services, to the extent that they do not impair the normal use of the Services by the User in accordance with this Contract.

### 3. Conclusion of the Contract and user account

- 3.1. The Contract for use between the User and the Provider results from booking the "SmartStarter1", "SmartStarter10" and "Complete" products. The scope of the Services under this Contract depends on which product is booked.
- 3.2. The condition for using the Services is that the User registers by creating a user account in which their data are stored permanently. The registration consists of a user name and a password ("Login Data"). A user account can only be created if the User provides a current

---

email address. This email address will also be used for communication with the Provider. There is no specific entitlement to being granted access to use the Platform and individual applications.

- 3.3. The User is obliged to treat their Login Data with care. In particular, the User shall not share their Login Data with third parties and/or enable third parties to access their profile by circumventing the need for Login Data.
- 3.4. Should the User breach their obligations as set forth above and their user account be used by third parties, the User shall be liable for all activities performed with their user account. The User shall not be liable if they were not responsible for the misuse of their account.
- 3.5. The User warrants that the data used to create their profile ("Profile Data") are complete and correct.

#### **4. Obligations of the User**

- 4.1. The User shall be responsible for the security of their own data. The Provider assumes no liability for the loss of the data saved permanently by the User on the Platform.
- 4.2. Regarding the extent of the use of data, the GS1 Registry conditions of participation for brand owners shall apply. These can be viewed [here](#).
- 4.3. In the event of any malfunction of the Services, the User shall notify the Provider of such malfunction by email without undue delay. The same shall apply if the User receives information about content published by third parties that evidently breaches applicable law or third-party rights.

#### **5. Rights of use**

- 5.1. The Platform, the applications and the content provided therein are protected by copyright. The Provider holds all rights.
- 5.2. The User shall receive a simple and non-transferable right that is restricted to the term of this Contract and allows use of the Platform and the booked applications in accordance with the terms and conditions.
- 5.3. The User shall not be entitled to any further uses. In particular, the User shall be prohibited from selling, renting, loaning or reproducing the Provider's content or parts thereof or from distributing its content and/or publishing this in any other way. The distribution and/or reproduction of any of the Provider's content without its consent are prohibited.
- 5.4. The User shall grant the Provider rights to use the data and content provided on the Platform and in the applications that are necessary to execute the Contract. This shall include, in particular, the right to compare and process the data and content to the extent necessary within the GS1 system in accordance with the conditions of participation for brand owners, to allow access to the data and content via the internet in response to queries and, in

---

particular, to allow them to be reproduced and transmitted for this purpose as well as to allow them to be reproduced for data protection purposes.

## **6. Fee**

- 6.1. The fee for using the Services is defined in the [price list](#).
- 6.2. Invoices shall be payable 14 days after they are communicated to the User.
- 6.3. All prices are in euros and are subject to the applicable statutory VAT rate.

## **7. Availability**

- 7.1. Adjustments, amendments and additions to the contractual services as well as measures to identify and remedy any malfunctions shall only result in a temporary interruption to or impairment of accessibility if this is essential for technical reasons.
- 7.2. The Provider aims to ensure average annual availability of the Services of 98.5%. Planned and communicated maintenance work shall not be deemed failure time. The Provider shall endeavour to communicate maintenance work at least seven (7) days in advance.

## **8. Force majeure**

- 8.1. The Provider shall be released from its obligation to execute this Contract if the non-performance of services is due to the occurrence of force majeure after conclusion of the Contract.
- 8.2. Such force majeure shall include, for example, war, strikes, unrest, pandemics, expropriations, substantial changes in law, storms, floods and other natural catastrophes as well as any other circumstances for which the Provider shall not be held responsible, especially the ingress of water, power cuts, disruption to or destruction of data lines or infrastructure and hacker attacks that could not have been prevented even by taking security measures that are customary for the industry.
- 8.3. Each Party shall notify the other Party in writing and without undue delay of the occurrence of force majeure.

## **9. Limitation of liability**

- 9.1. The Provider shall be liable without limitation for wilful intent or gross negligence. However, in the case of slight negligence, it shall be liable only for any breach of material contractual obligations. These shall include those obligations that are necessary for the proper execution of the Contract, compliance with which is and may be relied upon by the Parties. Liability in the event of a breach of such material contractual obligations shall be limited to damages typical for such contracts, the occurrence of which the Provider must anticipate upon conclusion of the Contract on the basis of the circumstances known at that time.
- 9.2. The aforementioned exclusion of liability shall not apply to injuries to life, limb or health. Liability in accordance with product liability legislation shall not be affected.

- 
- 9.3. The Provider assumes no liability for any network faults for which it is not responsible.
- 9.4. In the event of a loss of data, the Provider shall only be liable as set forth above if such loss of data would not have been avoidable had the User taken appropriate data security measures.
- 9.5. The Provider shall not be liable for content and data that the User uploads to the Platform and the individual applications.
- 9.6. The Provider shall not be liable for impairments caused by improper or incorrect use by the User.
- 9.7. The limitations of liability set forth above shall also apply *mutatis mutandi* to the Provider's agents.
- 9.8. If the Platform and the individual applications provide the option of redirection to third-party databases, websites, interfaces or services, e.g. by the provision of links or hyperlinks, the Provider shall not be liable for the accessibility, continued existence or security of these databases or services nor for their content. In particular, the Provider shall not be liable for their legality or for the accuracy, completeness or validity of their content.

## **10. Data protection**

The User may find information about the processing of personal data in the Provider's privacy policy. This can be accessed [here](#).

## **11. Term of the Contract, notice of termination**

- 11.1.1.1. The term of the Contract and the notice periods depend on whether the "SmartStarter1", "SmartStarter10" or "Complete" product is booked.
- 11.1.1.2. Upon termination of the Contract, the User shall have no further access to the services covered by this Contract.
- 11.1.1.3. This shall not affect the rights of the Parties of extraordinary termination for cause which shall exist especially if:
- 11.1.1.3.1.1. a Party repeatedly breaches material contractual obligations, despite a formal warning to desist;
  - 11.1.1.3.1.2. a Party acts illegally in connection with this Contract;
  - 11.1.1.3.1.3. one of the Parties ceases operation in whole or in part and its continued operation is not guaranteed by a direct legal successor.
- 11.1.1.4. The notice of termination must be made in writing. An email is sufficient.
- 11.1.1.5. Upon termination of the Contract, irrespective of the reason, the User's contractual rights of use shall end.

---

## **12. Miscellaneous, final provisions**

- 12.1.1.1. The law of the Federal Republic of Germany shall apply. The exclusive jurisdiction for disputes arising from this Contract shall be Cologne, Germany.
- 12.1.1.2. No oral side agreements have been made. Amendments to this Contract shall only be valid if agreed by the Parties in writing. This shall also apply to any amendment of the written form requirement.
- 12.1.1.3. Should a provision of this Contract be or become invalid, this shall not affect the validity of the remaining provisions of the Contract.
- 12.1.1.4. The User waives compliance with the obligations in respect of e-commerce pursuant to Section 312i (1) sentence 1 No. 1 to 3 and sentence 2 of the German Commercial Code (BGB).