

Terms and Conditions of the GS1 Member Licence Agreement with GS1 Cyprus covering the use of GS1 Numbers

January 2018

The following Terms and Conditions apply to the licence to use GS1 Numbers granted by GS1 Cyprus to the Licensee. Use of the GS1 Numbers constitutes agreement by the Licensee to these Terms and Conditions. Failure to observe and abide by these Terms and Conditions may lead to termination of the Licence.

1. Definitions

The following definitions will apply within these Terms and Conditions:

- 1.1 “**Business Day**” means any day of the week except Saturday, Sunday or a national public holiday.
- 1.2 “**GS1**” means GS1 Cyprus, a Cypriot constituted body.
- 1.3 “**GS1 Numbers**” means the globally unique numbers that are issued to You by GS1 Cyprus for Your use in accordance with GS1 General Specifications and Guidelines and these Term and Conditions.
- 1.4 “**Intellectual Property**” means 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 Trade Marks.
- 1.5 “**Licence**” means the licence granted by GS1 Cyprus to You to use the GS1 numbers.
- 1.6 “**Licensee**” means You.
- 1.7 “**Products**” means Your products, assets, documents, locations and/or services.
- 1.8 “**Registration Form**” means the GS1 Cyprus registration forms whereby organisations apply to become members of GS1 Cyprus. This form may be downloaded from GS1 Cyprus website or is available upon request.
- 1.9 “**Cancellation Form**” means the GS1 Cyprus cancellation form whereby an existing Licensee may terminate a Licence in accordance with condition 15. This form is available upon request.
- 1.10 “**Terms and Conditions**” means these terms and conditions as varied from time to time by GS1 Cyprus in accordance with condition 15.
- 1.11 “**Trade Marks**” means the brand names, trademarks and service marks (whether registered or not and including any applications for registration) with which GS1 Cyprus and/or the GS1 System is associated including but not limited to “GS1”.
- 1.12 “**You**” means the Applicant being such person, company, corporation or other entity described on the Registration Form and on behalf of whom the Registration Form has been signed and “**Your**” shall be construed accordingly.

2. Grant of licence

If GS1 Cyprus accepts Your application for membership in GS1 Cyprus and agrees to also issue You with GS1 Numbers, GS1 Cyprus also grants You a non-exclusive non-transferable licence to use those GS1 numbers in connection with the supply and sale of Your products. The License will commence on the date that GS1 Cyprus issues You with Your GS1 Numbers and will continue until terminated as provided in condition 15.

3. Commencement Date

These Terms and Conditions between GS1 Cyprus and You come into effect on the date of written acceptance by GS1 of Your application for membership and will continue until terminated as provided in condition 15 or otherwise.

4. Fees

- 4.1 You will pay GS1 Cyprus the Registration Fee and an Annual Membership Fee in respect of the relevant Amount of Licence Fees. The membership fees must be paid by You to GS1 Cyprus in full by not later than the date stipulated by GS1 from time to time. All membership fees are invoiced in January each year.
- 4.2 Amount of Licence Fees: As at the commencement of the Licence the Fees are as specified with the Application Form. Additional Fees are calculated based on the quantity of GS1 Numbers that are used by You. GS1 Cyprus may, from time to time, change the amount of the Licence fee without any written notice to You directly. Your continued use of the GS1 System shall constitute acceptance of such increase.

5. Your Conduct

- 5.1 You will not at any time during the term of the Licence, or after its termination, be a party to any act, matter or thing whereby GS1's goodwill, trade or business may prejudicially affected or brought into disrepute.
- 5.2 You will abide by and comply with the technical standards set out in the GS1 General Specifications and guidelines and such other directions as GS1 Cyprus may give from time to time regarding the GS1 System.
- 5.3 You will permit inspection of Your operations and products which relate to the GS1 Numbers at regular intervals to ensure that these terms and conditions are being observed and complied with.
- 5.4 You will provide GS1 Cyprus with a list of all the items to which You have allocated a GS1 Number whenever required to do so by GS1 Cyprus whether before or after termination of the licence and these Terms and Conditions.

6. Use of GS1 Numbers and other Intellectual Property

- 6.1 You are only entitled to use the GS1 Numbers issued to You by GS1 Cyprus. You must not use any numbers issued by GS1 to any other person or permit their use by any other person. You must not use any numbers which purport to be issued by GS1 Cyprus or which copy or are in any way similar to the GS1 numbering system. You will only use the GS1 Numbers issued to You in connection with the manufacture, sale and identification of Your Products.

6.2 You will not alter the GS1 Numbers licensed to You in any way.

6.3 You recognize GS1 Cyprus' right and title to the GS1 Numbers and related Intellectual property and shall not at any time do or suffer to be done any act or thing which may in way impair GS1 Cyprus' rights in the GS1 Numbers or related Intellectual Property.

6.4 You will not permit anyone else to use or display the GS1 Numbers issued to You. You will not attempt or purport to sell, transfer or otherwise dispose of, whether for consideration or not, any of the GS1 Numbers issued to You to any third party.

6.5 You shall not at any time, either during the term of the licence and these Terms and Conditions or after termination, directly or indirectly use or seek registration of any Intellectual Property including any design which incorporates or includes, or is substantially identical to, or similar to, the GS1 Numbers or related Intellectual Property without GS1 Cyprus' prior written consent.

6.6 You will ensure that all proprietary notices that GS1 Cyprus may require from time to time, appear on the Products.

7. Use of GS1 Numbers and Trade Marks

7.1 You may only use the GS1 Numbers in accordance with the Licence and these Terms and Conditions. You may not otherwise use the GS1 Numbers and You may not use the Trade Marks or other Intellectual Property of GS1 Cyprus without the prior written permission of GS1 Cyprus.

7.2 If You are permitted to use Trade Marks for marketing and promotional materials, You must ensure that the Trade Marks are correctly reproduced.

8. Intellectual Property Infringement

In the event that You become aware that:

- (a) There is an infringement or suspected infringement of the Intellectual Property in the GS1 Numbers or the trade Marks; or
- (b) the GS1 Numbers infringe or are suspected of infringing intellectual property rights of others,

You will promptly notify GS1 Cyprus in writing. GS1 Cyprus will have control over any steps GS1 Cyprus may wish to take in relation to the suspected infringement and all such steps shall be at GS1 Cyprus' cost. You will provide such information and assistance in respect of such suspected infringement as GS1 Cyprus reasonably requests at Your own cost and expense.

9. Variation of Terms and Conditions

Modifications to these Terms and Conditions including but not limited to the License by GS1 Cyprus shall become effective after a period of three months following notification to You in writing, provided that You have not raised any objections within 30 days of such notification.

10. Compliance

As long as You remain a member of GS1 Cyprus, You must comply with the Statute of GS1 Cyprus, and comply with the Terms of the GS1 General Specifications and Guidelines and the lawful directions of GS1 Cyprus from time to time in relation to the GS1 System and Your use of the GS1 Numbers issued to You.

11. Survival

The covenants and acknowledgements contained in conditions 5.1, 5.3, 5.4, 6.1, 6.3, 6.4, 6.5, 12, 13, 15, 16, 17, 18 and 19 shall remain in force and effect after the termination or expiry of the licence for any reason and shall not be deemed waived, merged or extinguished upon such termination or expiry.

12. Indemnity

You agree to indemnify GS1 Cyprus in full and hold GS1 Cyprus harmless against any third party claims, proceedings, suits, losses, damages, judgments, awards, expenses or costs (including legal costs) suffered or incurred by GS1 Cyprus as a result of the negligence, fault, error, omission, act or breach of You, Your employees, staff, contractors, agents or representatives relating to the Licence and these Terms and Conditions and/or Your use of the GS1 System.

13. Confidentiality

You will always keep confidential and secure, and not exploit or otherwise misuse, any information of GS1 Cyprus which is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive. You will only disclose that information to the extent that:

- (a) it is necessary to perform Your obligations under the licence and on a "need-to-know" basis only;
- (b) GS1 Cyprus authorizes it in writing;
- (c) as required by law.

14. Assignment, Transfer and Sublicences

You shall not assign, transfer or sublicense Your rights and obligations under the Licence and these Terms and Conditions.

15. Licence Cancellation and Membership Termination

15.1 GS1 Cyprus shall have the right to cancel the licence and terminate Membership in accordance with these Terms and Conditions immediately by giving notice to You if:

- (i) You fail to pay the Annual Licence fee or any other fees by its or their due date;
- (ii) You commit a breach of Your obligations under these Terms and Conditions including but not limited to the Licence;
- (iii) You are declared bankrupt, go into liquidation, have a receiver or statutory manager appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction;
- (iv) You cease or threaten to cease trading;
- (v) GS1 Cyprus ceases to hold the necessary licence rights to issue GS1 Numbers in Cyprus;
- (vi) You challenge, call into question or raise any questions concerning the validity or ownership of GS1 Numbers or related Intellectual Property.

15.2 You may otherwise cancel the licence and these Terms and Conditions, as they apply to You in the context of the Licence, in any other circumstances by submitting a fully completed Cancellation Form to GS1 Cyprus at least one month prior to Your proposed date of cancellation. Upon written acknowledgement or receipt and acceptance of a fully completed Cancellation Form, the Licence and these Terms and Conditions, as they apply to You in the context of the Licence, are deemed by GS1 Cyprus to be cancelled.

From the date of confirmation of cancellation You no longer have the right to use GS1 Numbers (see also condition 16 below). GS1 Cyprus may otherwise cancel the Licence and these Terms and Conditions, as they apply to You in the context of the licence, in any other circumstances by giving one month's written notice to You.

15.3 Cancellation of the Licence and these Terms and Conditions does not relieve either GS1 Cyprus or You from liability arising from any breach of the terms of the Licence and these Terms and Conditions.

16. Consequences of Termination

On termination of the Licence and these Terms and Conditions, as they apply to You in the Context of the Licence, Your rights under the Licence and these Terms and Conditions, as they accrue to You in the context of the Licence, shall terminate and You will immediately comply with the following:

- 16.1** Cease all direct and indirect use of the GS1 Numbers and related Intellectual Property.
- 16.2** Return (without retaining copies thereof) all material, notes, data, instructions and other papers, samples, material and property GS1 Cyprus has supplied or other items which contain GS1's Cyprus confidential information or intellectual Property relating to the GS1 Numbers;
- 16.3** Cease all use of and/or applying the GS1 Numbers to any of Your Products after the termination date; and
- 16.4** Within 7 Business Days, pay to GS1 Cyprus all amounts due to GS1 Cyprus under these Terms and Conditions at the termination date. You are not entitled to any rebate or refund of the annual Licence fee or any other fees or charges paid or to be paid under these Terms and Conditions.

17. Dispute Resolution

Where any dispute arises in relation to the Licence and these Terms and Conditions or any matter arising under them, GS1 Cyprus and You will make genuine efforts to resolve the dispute or matter by negotiation. Nothing in this condition prevents either GS1 Cyprus or You from applying to a court for urgent relief.

18. Notices

All notices and other communications required or permitted under these Terms and Conditions including but not limited to the Licence shall be in writing and shall be delivered personally, sent by post or sent by facsimile transmission (and promptly confirmed by post) or by email. Any such notice shall be deemed given when so delivered personally, or if sent by facsimile transmission or email on the next following Business Day in the country in which it is received, or the next Business Day after sending by post within Cyprus or five Business Days after sending by post to a location outside Cyprus. Notices for You will be sent to the address specified on Your Registration Form (or such other address as You may notify GS1 Cyprus of from time to time). Notices for GS1 Cyprus must be sent at GS1 Cyprus' address as notified to You from time to time.

19. General Legal Provisions

- 19.1** These Terms and Conditions are governed by the Laws of Cyprus, and GS1 Cyprus and You submit to the non-exclusive jurisdiction of the Cypriot courts.
- 19.2** No waiver, extension or excuse (as the case may be) shall be deemed to arise unless it is in writing and signed by the relevant party providing it.
- 19.3** If any provision contained in these Terms and Conditions is held to be illegal, invalid or unenforceable, it shall be severable, shall be deemed to be deleted from these Terms and Conditions and shall not affect the validity or enforceability of other provisions in these Terms and Conditions

20. Data Protection

- 20.1** GS1 Cyprus is bound by the provisions of the protection of personal data, the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment (Law No. 37(I)/2003), and section 106 of The Regulation of Electronic Communications and Postal Services Law of 2004 (112(I)/2004) which set out a number of principles

concerning the protection of any personal information that GS1 Cyprus may collect from individuals. GS1 Cyprus fully respects your right to privacy, and will not collect any personal information about you without your clear permission. Any personal information which you volunteer to GS1 Cyprus will be treated with the highest standards of security and confidentiality, strictly in accordance with the above Laws.

GS1 Cyprus takes all reasonable steps to ensure that the personal information collected, used and disclosed is accurate, complete and up-to-date. While GS1 Cyprus will not sell Your personal information to third party organisations, from time to time GS1 Cyprus may make details about Your usage of GS1 Numbers available to other parties including but not limited to other GS1 offices.

- 20.2** GS1 Cyprus uses data obtained from members for general administration purposes, including but not limited to, building up a database of members and invoicing members. From time to time, unless an individual member or an individual representative of a member indicates that they would not like to receive such information, GS1 Cyprus may use the contact details of such individuals to contact them by post, fax, email or telephone to brief them about GS1 activities and developments relevant to their membership of GS1 Cyprus.
- 20.3**

The organisations to which GS1 may disclose information include:

- GS1 related companies;
- GS1 professional advisers, including GS1 lawyers, accountants and auditors;
- Service providers, contractors and agents who manage the services GS1 provide to You;
- Your authorized representatives or legal advisers;
- 20.4** • Government and regulatory authorities and other organisations, as required or authorized by law;
- GS1 may also disclose Your name and company contact details to persons enquiring as to who has been allocated a particular GS1 prefix.

How to contact GS1 Cyprus

If you have any questions in relation to these Terms and Conditions, please contact GS1 Cyprus on:

Tel: +35722889800
Fax: +35722665685
between 8:00am and 2:00pm Monday to Friday

or email to:
info@gs1cy.org or michael.koullouros@gs1cy.org
or post to:

38, Grivas Dhigenis Ave. & 3 Deligiorgis Str.
P.O. Box 21455, 1509 Nicosia, Cyprus

I, the undersigned with I.D. no. hereby guarantee personally and jointly the company with reg. no. and undertake personally and jointly the obligation to pay to CCCI, in first demand, any amount owed to CCCI by the above company, pursuant to this agreement of coding system of GS1.

I hereby declare that I have read, understood and I agree to comply with the above Terms and Conditions set by GS1 Cyprus.

SIGN HERE: _____