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## GS1 Print Terms of Use

By using the “**GS1 Print**” online software (hereinafter shortly referred to as the software) of GS1 Austria GmbH, Brahmplatz 3, A-1040 Vienna, Austria, commercial register number 105353g, Commercial Court of Vienna (hereinafter shortly referred to as GS1), the user (including you) agrees to the following terms and conditions:

### **1. No transfer of rights**

You shall not sell, assign, rent, lease, export, import, act as an intermediary or provider, or otherwise grant any rights to third parties with regard to the software or any parts thereof.

### **2. Exclusive property:**

All intellectual property rights resulting from the software or use of the software remain the exclusive intellectual property of GS1 and/or its licensees. Nothing in this agreement shall be construed so as to transfer any intellectual property rights to you, or provide you with property rights, apart from using the software. You will not take any measures to jeopardise, restrict or prevent the intellectual property rights of GS1. All legal titles and intellectual property rights in and to any third party content, which is not part of the software but may be accessed through use of the software, is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

### **3. Indemnification:**

You agree to indemnify, defend and hold GS1 harmless from and against any and all claims for damages and liability as well as costs and expenses (including legal fees) resulting from

- you infringement or breach of provisions of this agreement, any law or any other regulation, whether it is mentioned in this agreement or not,
- the infringement of third party rights,
- the use or misuse of the software, or
- the products (barcodes) produced and distributed using the software.

### **4. Export restrictions:**

The software may be subject to international regulations governing and restricting the export of the software. You agree to observe any and all international and national laws applicable to the software, as well as any end-user, end-use and destination restrictions imposed by national governments.

### **5. New versions of this agreement:**

GS1 reserves the right to amend this agreement at any time by publication of the revised agreement on the current GS1 website.

### **6. No warranties:**

The software is provided “as is” and without any warranty. GS1 does not give any express, implied or statutory warranties, claims or covenants with regard to the software, in particular warranties or conditions regarding quality, performance, non-infringement of third party rights, merchantability or the fitness for a particular purpose. GS1 further does not represent or warrant that the software is error-free, secure or complete or can be operated without data loss. This also applies to the products created with the software.

## 7. No liability:

The software GS1 Print is supplied to you free of charge and the software GS1 Print Premium is supplied to you without any additional costs for the time being ("as is"). GS1, its affiliated companies, licensors or employees therefore do not assume any liability regarding the software or your use of the software. Your sole right in respect of any problems or in case of dissatisfaction with the software is immediately uninstalling and discontinuing the use of the software.

## 8. Disclaimer:

In no event will GS1, its affiliated companies, licensees or employees be liable, whether any infringement of the agreement, any warranty, any offence (including negligence) or any other type of product liability is concerned.

In particular no liability is assumed for:

- Special or incidental damages, direct or indirect or other consequential damages (including data losses or damage, interruptions, computer errors, access errors, hazardous components such as computer viruses or financial losses) resulting from the use or the inability to use the software
- Loss of income, business or profits (direct or indirect) resulting from the use or the inability to use the software
- Any loss or damage you suffer as a result of:
  - o The use or the inability to use the created products (barcode labels),
  - o The temporary or permanent suspension or termination of this agreement on the part of GS1
  - o The release of a new version of this software or the decision not to release a new software version to you.
- The reliability or accuracy of any information or the content of the GS1 Print Websites. GS1 is not obligated to ensure that the content of the GS1Print Websites is accurate or complete, up-to-date or current, free from technical or typographical errors or alterations by third parties.
- The quality of all products, information or materials displayed which are bought or downloaded.

The restrictions regarding to the liability, the disclaimer and the warranty under sections 7, 8 and 9 are applicable in any case, even if claims have been asserted to GS1, its affiliated companies or the respective employees.

You accept that GS1 is entitled (but not obligated, unless there is a legal requirement) to amend, withdraw, improve or otherwise modify the content of the GS1 Print Websites and the software at any time and without prior notice or notification to you.

## 9. Guarantee:

The content of the GS1 Print Websites is provided by GS1 as is, without any kind of guarantees, explicitly, implicitly or otherwise. GS1 expressly refuses any and all guarantees, including (but not limited to) guarantees for availability and suitability for a particular purpose in relation to the content or any materials and products.

## 10. Termination:

This agreement can be terminated by GS1 or by you at any time without notice and without observing any formal requirements or deadlines. Termination of the agreement entails your obligation to remove the software promptly and completely from your computer system. You are not allowed either to re-install the software on your computer system or otherwise use the software after its removal. GS1 is not obligated to terminate this agreement only because a new version of the software is available on the market.

## 11. Data protection:

As a general rule, personal information (such as name, address, e-mail, telephone, ...) is treated strictly confidential. They shall be disclosed to third parties only under the following circumstances:

- if this is required by law,
- or if this is necessary to foster the business relations between you and GS1
- or if you agree to the disclosure of your personal data in advance.

GS1 Print Websites use **cookies**. A cookie is a file which is stored by the web server on your hard disk. Cookies cannot be used to execute programs or spread a virus. Cookies are personally attributed to a user of GS1 Print Websites. One of the main reasons for using cookies is to enable comfortable use of the GS1 Print Websites and to save time. If the user decides to refuse cookies of GS1 Print Websites, it may happen that the use of GS1 Print Websites is not possible or only possible to a limited extent.

## **12. Final provisions:**

Reduction of invalid provisions to preserve validity: Some jurisdictions do not allow the exclusions or restrictions mentioned above, so that the restrictions and exclusions may not apply to you. In such case, liability will be limited to the maximum extent possible within the applicable legislation.

**Partial invalidity:** If any provision of these regulations or any partial provision would be considered illegal, invalid or unenforceable by a court or an administrative authority of a competent jurisdiction, and the relevant provision (or partial provision) is not considered essential for the regulations as a whole, this shall not affect the validity or enforceability of the remaining provisions (including the remainder of the paragraph containing the relevant provision).

**Applicable law and competent court:** This agreement shall be governed by the laws of Austria and shall be construed accordingly. All disputes in respect of this agreement and the software per se shall be subject to the jurisdiction of the courts of Austria, and the court having subject-matter jurisdiction in the jurisdiction district of Vienna shall be the competent court. However, GS1 is also entitled to file a lawsuit before the competent court at the registered office of the defendant.

**Survival:** The provisions of this agreement shall continue to apply after the end of the agreement (in any way whatsoever), in particular with regard to the limitation of liability and warranty.

**By using the software, you expressly accept this agreement.**

Vienna, March 2016

**GS1 Austria GmbH**

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