

*You understand and agree that by checking the box and clicking the “accept” button, your organisation is agreeing to be legally bound by the following two agreements: **GS1 Company Prefix License (Section A), Activate Terms of Use (Section B), and Unique Device Identifiers (Section C).***

### **A. GS1 Company Prefix License**

This “GS1 Company Prefix License” (the “**License**”) is entered into by and between GS1 Qatar Office, notfor profit entity incorporated in Doha, Qatar under Commercial Registry number 151090, having its registered office at Grand Hamad Street, Doha- Qatar (“**GS1 Qatar**”) and the entity which is identified as “**Company**” hereunder, and which provides its acceptance hereto.

1. **Grant of License.** Subject to the terms of this License and for the Term of the License, GS1 Qatar hereby grants Company a non-exclusive, non-transferable, worldwide, revocable licence to use the GS1 Company Prefix (“**GCP**”) issued to it in connection with the sale and supply of its products. The license granted herein shall not be sublicensed in whole or in part, and any attempted sublicense shall be void ab initio. The Company agrees that it is responsible for providing GS1 Qatar with the data required for the administration of its membership and that such data is accurate. The Company agrees that it is responsible for ensuring that its data is accurate and this licence only grant a permit from GS1 Qatar to use it.
2. **Use.** A GCP gives access to the services that the Company subscribed-in the GS1 system identification standards. A GCP allows Company to create any of the GS1 Qatar identification keys that the Company subscribed such as, Global Trade Item Number (“**GTIN**”), Global Location Number (“**GLN**”) and Serial Shipping Container Code (“**SSCC**”) (“**GS1 Identification Keys**”). To assist Company in creating and managing GTINs, GS1 Qatar makes available to company a specific service named GS1 Qatar Portal “Activate” which is governed by separate Terms of Use (see section B below).
3. **Term.** These Terms and Conditions between GS1 Qatar and the Company come into effect on the Commencement Date. In completing the Application Form, the Company confirms that it has read and agrees to be bound by these Terms and Conditions. The License comes into effect for Company on the date on which GS1 Qatar notifies Company of its acceptance of its application and continues until terminated as provided in section 9.
4. **Fees.**
  - a. Company shall pay the annual license fee in respect of the relevant Subscription Year and/or the Company Online Services in full to GS1Qatar annually within 30 days of the date of GS1 Qatar’s invoice.
  - b. Amount of Fees: As at the commencement of the Licence the Fees are as specified in the website online service ([www.gs1.qa](http://www.gs1.qa)). Where a new company joins GS1 Qatar, it will pay full registration fee, **but** the amount of yearly subscription will be calculated on the basis of following; If company joins in between January to June, the full yearly subscription fee will be charged, if it joins in July to December, the half yearly subscription fee will be charged; if the company joins in November or

December and pays the full yearly subscription fee in the subscription will be valid till the end of the next year.

- c. GS1 Qatar reserves the right to review and change the License and registration fee upon need.
- d. Late Payment fee: In the event of any delay in effecting payment due under these Terms and Conditions by the date specified in condition 4.a, GS1 Qatar reserves the right to charge an administration fee for late payment of fees.
- e. Company acknowledges and agrees that GS1 Qatar may recover any cost it incurs related to recovering any late or unpaid fees to GS1 Qatar including but not limited to interest, debt collection fees, and reasonable legal fees.
- f. Where products bearing the GS1 Qatar identification numbers issued to Company are already in the marketplace at the time the License is terminated, notwithstanding such termination, Company will remain liable for a fee equivalent to the then current License Fee for the period that Company continues to distribute those products bearing the GS1 identification numbers.
- g. Subscription fees is calculated on annual baes from the date of activation till 31<sup>st</sup> of December for the same calendar year.
- h. The annual subscription calculated as mentioned in section (4.g) and not related to the date of activation.
- i. Renewal membership fees is calculated on annual baes from 1<sup>st</sup> of January till 31<sup>st</sup> of December for the same calendar year.

**5. Company obligations and Permitted Use.** Company shall:

- a. not at any time do or commit to do anything whereby the goodwill or reputation of GS1 Qatar may be prejudiced or brought into disrepute;
- b. only use the GCP that is issued to it in the connection with the manufacture, sale and identification of its products;
- c. only use GS1 Identification Keys issued to it by GS1 Qatar or a GS1 Member Organisation;
- d. not, and not attempt to, alter, transfer, share, sell, lease, sub-license, or subdivide the GCP and/or GS1 Qatar Identification Keys and may not permit them to be used by any other party;
- e. not use any numbers that replicate the GS1 Qatar numbering system and GS1 Qatar Identification Keys;
- f. recognises GS1 Qatar's title to the GCP and related intellectual property and shall not at any time do or allow to be done any act or thing which may in any way impair GS1 Qatar's right, title or interest in the GCP or related intellectual property;
- g. ensure that its products bear all proprietary notices that GS1 Qatar may require Company to display from time to time;
- h. comply with the GS1 General Specifications, available via <https://www.gs1.org/barcodes-epcrfid-id-keys/gs1-general-specifications>, and any other technical specifications that may be implemented and/or as amended from time to time;
- i. shall forthwith notify GS1 Qatar of any change to its contact details (including contact name(s), telephone number, email address, webpage) and shall ensure that its details are up-to-date and correct at all times;
- j. notify GS1 Qatar of any change in corporate structure including but not limited to merger, acquisition, partial purchase, split or "spin off";
- k. upon termination, assist GS1 Qatar to identify GS1 Identification Keys that may be in circulation and ensure that retailers and distributors are, upon request, required to provide to GS1 Qatar details of all GS1 Identification Keys relating to Company that have been processed in the preceding 12 months; and
- l. ensure that it has and maintains all necessary approvals, permits and licenses to operate its business activities and that the manufacture, distribution, packaging and/or sale of its products comply with all applicable laws.

## 6. Liability and Indemnity.

- a. **DISCLAIMER OF WARRANTIES:** COMPANY ACKNOWLEDGES AND AGREES THAT GS1 QATAR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, AND ANY SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE GS1 SYSTEM, THE GCP AND THE GS1 IDENTIFICATION KEYS.
  - b. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, GS1'S TOTAL LIABILITY TO COMPANY FOR LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THIS LICENSE WHICH IS NOT EXCLUDED BY SECTION 6.A IS LIMITED, FOR ANY AND ALL CLAIMS, TO THE TOTAL LICENSE FEE PAID DURING THE 12 MONTH PERIOD PRIOR TO THE RELEVANT LIABILITY ACCRUING. GS1 SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR OTHERWISE THAT MAY ARISE FROM COMPANY'S USE OF A GCP AND/OR THE GS1 SYSTEM.
  - c. **INDEMNITY:** COMPANY HOLDS GS1 QATAR AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITIES ARISING OUT OF OR IN CONNEXION TO COMPANY'S (INCLUDING ITS OFFICERS, EMPLOYEES AND AGENTS) NON-OBSERVANCE OR BREACH OF THIS LICENSE (EXCEPT TO THE EXTENT CAUSED BY GS1'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT).
7. **Suspension.** GS1 may suspend Company's GCP license/subscription with immediate effect by a written notice to Company if Company commits a material breach of any provision of this License and until such time that such breach is cured. GS1 Qatar reserves the right to suspend or limit the Company's or User's access to the Website where (i) in GS1 Qatar opinion the acts or omissions of the Company or Users have or may damage the goodwill and/or reputation of GS1 Qatar or (ii) in GS1 Qatar opinion the Company and/or the Users have failed to comply with their obligations in connection with these Terms and Conditions or (iii) the Company has failed to pay Fees when due.
8. **Termination.** GS1 Qatar may terminate the License: (i) immediately by giving written notice if Company fails to pay the License Fee by its due date or if Company commits a breach of its obligations under this License which it fails to cure within 15 days of a written notice, or (ii) to the fullest extent permitted by law, with immediate effect in the event that Company goes into administration, liquidation or bankruptcy or is otherwise dissolved. Either GS1 or Company may terminate this License in any other circumstances by giving six months written notice to the other party. Company may terminate this License by thirty (30) days advance written notice sent to GS1 Qatar in case GS1 Qatar amends the terms of the License in accordance with section 14 below. In the event of such termination the Company shall not be entitled to any refund of Fees paid or payable in connection with the unexpired proportion of a Subscription Year. For the avoidance of doubt all Fees payable shall be paid immediately by the Company. The Company should clear all payable due to up to the date of termination request. Termination of this License does not relieve either GS1 Qatar or Company from liability arising from any prior breach of the terms of this License.
9. **Consequences of Termination.** In the event that the License is terminated, Company shall:
- a. immediately cease applying the GS1 Qatar Identification Keys to any of the products manufactured, distributed, packaged and/or sold by Company after the termination date;
  - b. forthwith withdraw the products that use or display any GS1 Identification Key created under this License from the market or re-label the products to ensure that the GS1 Identification Keys are unreadable;
  - c. where products bearing GS1 Identification Keys issued to Company remain in the marketplace at the time of termination then, notwithstanding such termination, Company remains liable for a fee equivalent to the License Fee for the period that Company's Products continue to be distributed or otherwise remain in the marketplace;
  - d. assist GS1 Qatar to contact and verify with third party distributors and retailers through which

Company has sold its products whether Company has complied with its post-termination obligations described herein; and

- e. be immediately liable for all outstanding fees due and payable to GS1 Qatar, such outstanding fees to attract a penalty interest rate of 12% per annum, or other such rate determined by GS1 Qatar from the original due date for payment.

10. **Privacy.** GS1 Qatar will handle any personal data provided by Company and its Authorised Users in accordance with the Privacy Policy available on the Website (as amended from time to time).
11. **Assignment.** Company shall not assign its rights and obligations under this License to any other party (whether to a related entity or third party) without the prior express written consent of GS1 Qatar, such consent to be given in GS1 Qatar's absolute discretion. Any purported assignment of this License by Company, without GS1 Qatar's prior express written consent, shall be void *ab initio*.
12. **Notices.** All notices and other communications, including the supply of GS1 Qatar documentation to Companies, required or permitted under this License or for the purposes of administering the Membership, will be in writing and will either be delivered in one of the following manner (at GS1 Qatar's discretion): (i) in Electronic Form, info@gs1.qa (ii) personally; (iii) sent by post or sent by facsimile transmission (and promptly confirmed by post). Any such notice or other communication will be deemed delivered: (i) 48 hours after being sent in Electronic Form, or if made available via the Website, when the documentation, communication and/or information is first made available on the Website, or if later, when the Company is notified of the availability on the Website; (ii) when so delivered personally; or (iii) if sent by facsimile transmission on the next following Business Day in the country in which it is received, or the next Business Day after sending by post within Qatar or five Business Days after sending by post to a location outside Qatar. If GS1 Qatar decides in its discretion to send notices to Companies by post, then such notices will be sent to the address specified on the Application Form (or such other address as the Company may notify GS1 Qatar of from time to time). Companies must provide GS1 Qatar with a suitable email address for receiving communications from GS1 Qatar via email in accordance with this condition 12 (unless a Company opts out to receiving such communications by email in accordance with this condition 12). Notices for GS1 Qatar must be sent to, Company Secretary of GS1 Qatar at GS1 Qatar's address, or by email at info@gs1.qa or as notified to the Company from time to time.
13. **Authority to Contract.** Company represents and warrants that it holds the necessary authority and is authorised to enter into this binding agreement and fulfil its obligations hereunder.
14. **Amendment.** GS1 Qatar reserves the right to amend this License from time to time and such amendment shall generally be made available to Company via the contact details given to GS1 Qatar and such changes shall take effect sixty (60) days after the amendment has been communicated to Company, unless Company decides to terminate the License in accordance with section 8 above.
15. **Entire Agreement.** This License set forth the entire understanding between the parties hereto with respect to the subject matter herein, and supersedes all prior written agreements and understandings, inducements or conditions, express or implied, oral and written, except as contained herein.
16. **No Partnership.** The parties acknowledge and agree that this License does not constitute any joint venture, partnership or contract of employment between them. Nothing in this License is to be construed to imply a joint venture, agency, or partnership agreement between the parties.
17. **No Waiver.** Neither the failure nor delay on the part of a party to exercise any right, remedy, power or privilege in whole or in part under this License shall operate as or be construed as a waiver thereof. No waiver shall be effective unless it is in writing and signed by the party asserted to grant such waiver.

18. **Severability.** The provisions of this License are independent and several of each other, and no provision shall be affected or rendered invalid and unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
19. **Applicable law and jurisdiction.** This License shall be governed by and construed in accordance with the laws of Qatar, without regard to principles of conflict of laws. In addition, Company consents and agrees to submit itself to the exclusive jurisdiction of the competent courts located in Doha, Qatar for any actions, suits or proceedings arising out of or relating to this License. Notwithstanding the aforementioned, Company accepts that GS1 Qatar shall nevertheless be allowed to apply for injunctive remedies or relief (or other equivalent types of urgent legal remedy) in any jurisdiction.
20. **Translations.** These Terms of Use are originally drafted in English and Arabic languages. In case of discrepancy between both languages, the Arabic version shall prevail.

## **B. ACTIVATE TERMS OF USE**

*(version 30 May 2021)*

These Activate Terms of Use ("**Terms of Use**") are entered into by and between GS1 Qatar and the entity which is identified as Company hereunder ("**Company**"), and which provides its acceptance of these Terms of Use by click-to-accept. These Terms of Use are effective as of the date on which they were first accepted by Company in accordance with the above.

1. **Definitions.** In these Terms of Use, capitalised terms shall have the following meaning:
  - a) "**Activate**" is a web-hosted key (GS1 Qatar Portal) issuance service provided by GS1 Qatar and is accessible via the Website. GS1 Qatar's online service combines a suite of tools with a knowledge centre with the aim of supporting you to maximise the benefits from your GS1 Qatar subscription. The core features include; intuitive self-service, number management, GS1 identification key generator, barcode image creation, knowledge resource centre, as well as industry news. This service will be available to you 24 hours a day 365 days a year and is complementary to your membership service team who are available during business hours.
  - b) "**Affiliate**" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.
  - c) "**Authorised Users**" means any person or entity accessing or using Activate through Company's account.
  - d) "**Brand Owner**" means a manufacturer or a retailer with private label products.
  - e) "**Brand Owner Data**" means product data expressed as data attributes (whether in the form of text, images or otherwise) owned by or licensed to Company and provided to GS1 Qatar for publication in and distribution through the GS1 Registry Platform.
  - f) "**Data Recipient**" means a party viewing and/or using the Brand Owner Data, in or through the services and solutions made available via the GS1 Registry Platform, subject to the acceptance of applicable terms of use for such service or solution.
  - g) "**Data Source**" means the party (GS1 Member Organisation, data pool, etc) that has executed an agreement with GS1 or an Affiliate of GS1 pursuant to which such party provides Brand Owner Data collected in another service or database operated by it to the Service from time to time.
  - h) "**Designee**" means a party authorised by a Brand Owner to create, maintain, manage and/or deliver its principal's Brand Owner Data (including, without limitation, a distributor or a content provider), it being understood that such party must be able to demonstrate its authority to provide and license Brand Owner Data to GS1 for the purpose of the GS1 Registry Platform and grant the license set out in Section 6 at all times and at GS1's first request.
  - i) "**GDSN**" means the Global Data Synchronisation Network, a network of interoperable data pools and the GS1 Global Registry™ that enables data synchronization per the GS1 System standards.

- j) **“GS1”** means GS1 Qatar Office, not for profit entity incorporated in Doha, Qatar under Commercial Registry number 151090, having its registered office at Grand Hamad Street, Doha- Qatar.
  - k) **“GS1 Member Organisation”** means a member organisation of GS1 AISBL a not for profit association incorporated in Belgium ; as such term is normally understood with respect to GS1 Qatar.
  - l) **“GS1 Registry Platform”** means the registry platform, including all equipment, systems, software and processes necessary to operate it, operated by GS1 AISBL or any of its Affiliates from time to time to provide theService.
  - m) **“GS1 system”** means the specifications, standards, and guidelines administered by GS1 Qatar.
  - n) **“Party”** means Company or GS1 Qatar.
  - o) **“Policies”** means the Privacy Policy and any policies adopted, implemented, and/or modified by GS1 from time to time, governing operational aspects of the Service and made available on the Website.
  - p) **“Privacy Policy”** means the "GS1 Privacy Policy", as published on the Website and as amended from time to time.
  - q) **“Service”** has the meaning given in Section 3 below.
  - r) **“trusted”** means, in relation to Brand Owner Data, if such data originates from, is authorised or validated by a Brand Owner.
  - s) **“Website”** means <https://www.gs1.qa> (or any successor website).
2. **General Provisions.** Company acknowledges that it has read and accepts these Terms of Use. If Company does not agree to all of the terms and conditions of these Terms of Use, it may not access or otherwise use Activate. GS1 Qatar may amend these Terms of Use at any time in accordance with section 18 herein.
3. **Service.** For the purpose of these Terms of Use, the Service is comprised of:
- a. **Activate**, which allows users to create and manage Global Trade Item Numbers (**“GTINs”**) to identify Company’s products or/and Global Location Numbers (**“GLNs”**) to identify Company’s locations or/and any other future services, created on the basis of a GS1 Company Prefix (**“GCP”**) licensed from GS1 under the **“GS1 Company Prefix License”** (the **“License”**), and to generate corresponding barcode images; and
  - b. **GS1 Registry Platform**, which is a registry platform of GS1 keys, including the rules about data associated with the GS1 keys (via the Global Data Dictionary) which is built on an infrastructure that supports API interfaces, analytics and security. The GS1 Registry Platform is a registry through which GS1 and the GS1 Member Organisations provide various global services and business solutions which enable Brand Owners (directly or via a Designee) to store and share trusted data about their products with Data Recipients and enables Data Recipients to query and/or use such trusted data.
- For the purpose of these Terms of Use, Activate and the GS1 Registry Platform described in this section 3.b collectively constitute, the **“Service”**. GS1 Qatar will provide the Service with reasonable care and skill and in accordance with applicable laws and regulations. GS1 does not represent or warrant that the Service will be secure or free from error or interruption. GS1 Qatar may from time to time make modifications to the Service, including to its design, functionalities and appearance, or cease its operation.
4. **Access.** Company’s right to access Activate is contingent upon its License with GS1 Qatar being current. If, at any time, Company ceases to be in good standing under the License (i.e. it fails to meet all or any of its obligations under the License), its right to access Activate will be suspended and terminated as set forth in section 16 herein and further access will be denied. Company shall be responsible and liable for all access to and use of Activate and the Website by Authorised Users or otherwise through Company’s account and for the Authorised Users’ compliance with these Terms of Use. Upon registration, Company will receive login details for use by Authorised Users only. Company shall maintain the confidentiality of such login details and notify GS1 Qatar immediately of any unauthorised use or threatened use thereof.
5. **Permitted Use.** Company may access Activate for internal business or educational purposes only. Any other use of Activate is strictly prohibited. GS1 may, for quality assurance and/or analytics purposes, monitor Company’s use of Activate.

6. **License Grant.** Company is a Brand Owner or a Designee and wishes to share Brand Owner Data via the Service. Subject to these Terms of Use:
- a. Company hereby grants to GS1 Qatar, and GS1 hereby accepts such grant, a non-exclusive, world-wide, non-transferable (except as expressly set out herein), royalty-free right and license (including the right to sub-license to Data Recipients) to use the Brand Owner Data for any purpose related to the Service. Company understands that and agrees to its Brand Owner Data will be shared by GS1 Qatar with Data Recipients through both local and global GS1 services and solutions made available via the GS1 Registry Platform, and
  - b. GS1 Qatar hereby grants to Company (acting through its Authorised Users), and Company hereby accepts such grant, a right of access to Activate for its own business purposes (including administration of its AuthorisedUsers).
7. **Company Obligations.**
- a) Company covenants, represents and warrants that it shall not upload to Activate, and consequently make available via the Service, any Brand Owner Data, which:
    - (i) is not trusted;
    - (ii) violates any privacy rights, copyrights, trademarks, patents, or other intellectual property rights of any third party or violates any applicable laws or regulations;
    - (iii) does not comply with the GS1 system or violates applicable Policies;
    - (iv) contains or introduces a virus, Trojans, worm, logic bomb or any other materials which are malicious or technologically harmful; or
    - (v) restricts, inhibits or interferes with any other party's use of Activate or the GS1 Registry Platform.
  - b) Company shall not decompile, reverse-engineer, alter, or in any way tamper with all or part of the Service or any internet site or any software comprised therein, nor cause, permit or assist any other person directly or indirectly to do any of the above.
  - c) Company shall be responsible and liable for all access to and use of Activate, the Website and the Service by Authorised Users or otherwise through Company's account.
8. **Quality of Brand Owner Data.** Company understands that:
- a) it shall be responsible for the quality and accuracy of its Brand Owner Data; and
  - b) its Brand Owner Data will be validated against and shall comply with the data validation rules set out in the GS1 General Specifications (available via <https://www.gs1.org/barcodes-epcrfid-id-keys/gs1-generalspecifications>), the Global Data Dictionary and any other technical specifications that may be implemented and/or as amended from time to time; and
  - c) if GS1 Qatar, in its sole discretion, suspects or believes that the Brand Owner Data is submitted or published to Activate, and consequently, the GS1 Registry Platform in violation of these Terms of Use (e.g. it violates a third party's intellectual property rights), GS1 Qatar may take appropriate remedial action (including, without limitation), by temporarily suspending the availability of or definitively removing the said Brand Owner Data from the GS1 Registry Platform and, consequently, any services and/or solutions related thereto.
9. **Representations & Warranties.** Company represents, warrants and covenants that:
- a. its Brand Owner Data originates from, is authorised and/or approved (e.g. validated) by Company;
  - b. it shall not upload, post, transmit to, distribute or otherwise publish through Activate, the Website or the Service any communication, or any part thereof, which:
    - (i) restricts or inhibits any other user from using and enjoying Activate, the Website or the Service;
    - (ii) is unlawful, abusive, libellous, defamatory;
    - (iii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law;
    - (iv) violates, plagiarises or infringes the rights of GS1 Qatar or any other third party including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right

or violates any applicable laws or regulations;

- (v) does not comply with the GS1 system;
- (vi) contains a virus, Trojans, worms, logic bombs or any other materials which are malicious or technologically harmful; or
- (vii) constitutes or contains false or misleading statements of fact or indications of origin;

c. with respect to these Terms of Use:

- (i) these Terms of Use represent a valid and legally binding obligation on it and is enforceable against Company (including its Authorised Users) in accordance with the terms hereof;
- (ii) it has full power and authority to grant the license as referred to in section 6 and to perform its obligations herein; and
- (iii) the use of Brand Owner Data by GS1 Qatar and/or Data Recipients (for the latter, in compliance with the applicable service or solution terms of use) shall not infringe any copyrights, trademarks, patents, database rights or other intellectual property rights of any third party nor violate any applicable laws or regulations.

10. **DISCLAIMER OF WARRANTIES.** ACTIVATE AND THE GS1 REGISTRY PLATFORM, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSIBLE THERE THROUGH, IS PROVIDED "AS IS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GS1 QATAR MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR OR RELATING TO ACTIVATE AS WELL ANY OF THE MATERIALS, OR RELATING TO ANY LINKS TO OTHER SITES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION TO OR THROUGH ACTIVATE AND/OR THE WEBSITE OR ANY LINKED SITE. FURTHERMORE, GS1 QATAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GS1 DOES NOT WARRANT THAT THE WEBSITE OR THE OPERATION THEREOF WILL BE UNINTERRUPTED, OR THAT THE MATERIALS WILL BE ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AGREES THAT NEITHER GS1 QATAR NOR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES NOR ANY GS1 MEMBER ORGANISATION(S) SHALL BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, RESULTING FROM THE USE OR THE INABILITY TO USE ACTIVATE, THE WEBSITE OR THE SERVICE (WHETHER OR NOT ANY SUCH INABILITY TO USE THE WEBSITE ARISES FROM ANY ACTION OR NEGLIGENCE OF GS1 QATAR), OR FROM ANY ERRORS CONTAINED IN THE MATERIALS EXCHANGED OR OTHERWISE TRANSFERRED ON OR THROUGH ACTIVATE OR THE GS1 REGISTRY PLATFORM, OR FOR ANY TRANSACTION MADE ON THE WEBSITE, OR ARISING FROM ANY OTHER MATTER RELATING TO ACTIVATE OR THE WEBSITE. COMPANY SHALL BE LIABLE FOR THE BRAND OWNER DATA IT SHARES TO THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER GS1 QATAR NOR ANY GS1 MEMBER ORGANISATION SHALL BE LIABLE TO COMPANY OR A THIRD PARTY FOR ANY HARM, EFFECTS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN RELATION TO THE COMPANY'S OR THIRD PARTY'S USE OF COMPANY'S BRAND OWNER DATA.

12. **Third Party Equipment and use of the World Wide Web.** If GS1 Qatar publishes a list of system requirements and/or compatible equipment for use in conjunction with Activate, such list neither constitutes an endorsement of such equipment, nor any warranty or representation that the equipment will function to Company's satisfaction. Because GS1 Qatar has no control over equipment that is manufactured and/or distributed by third parties, Company's use of any such equipment is in its sole discretion and it is solely responsible for such use and GS1 shall not be responsible for any defects, malfunctions or any other problems that may arise in its use of equipment. Activate may contain links to other World Wide Web Internet sites. Links to and from Activate and any other site(s) do not constitute an endorsement by GS1 of such site(s), or of its owner or provider, or of any products or services offered for sale thereby or information contained thereon.

13. **Indemnification.** Company agrees to indemnify, defend and hold GS1 Qatar, GS1 Member Organisations and all their respective officers, directors, agents, employees and affiliates (hereinafter referred to collectively as the "**Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by Company of these Terms of Use or any of the foregoing representations, warranties and covenants, or in connection with any claim arising out of any transaction offered or made via Activate or the Service, including, without limitation, legal fees and costs. Furthermore, Company releases the Indemnified Parties from any claims, demands and/or damages, actual or consequential, of every kind and nature known or unknown, suspected and unsuspected, disclosed or undisclosed, arising out of or in any way related to any transaction instituted or made via Activate. Company shall cooperate as fully as reasonably required in the defence of any claim. GS1 reserves the right to assume the exclusive defence and control of any matter subject to indemnification by Company.

14. **Intellectual Property.** All (intellectual property) rights, title and interest in and to the Website, Activate and the GS1 Registry Platform are owned by GS1 Qatar or its licensors. Company shall not decompile, reverse-engineer, alter, or in any way tamper with all or part of the Service and/or the Website or any software comprised therein, nor cause, permit or assist any other person directly or indirectly to do any of the above. GS1 may place certain materials on the Website relating to GS1 and its business and/or relating to Activate (the "**Materials**"). All such Materials are also protected by copyright laws and international conventions and treaties, and are owned or controlled by GS1 or by the party credited as the owner or provider thereof. Company agrees to honour any and all copyright notices and any other restrictions contained in the Materials. GS1 may change, suspend or discontinue any aspect, feature or database of Activate at any time, without prior notice. GS1 may also impose limits on certain services or features or restrict Company's access to any of the Materials without providing prior notice or incurring any liability.

15. **Confidentiality.** Company acknowledges that communications to and from the Website are not confidential. Company furthermore acknowledges that by submitting a communication to the Website, no confidential, fiduciary, contractually implied or other relationship is created between Company and GS1 Qatar, other than as set forth in these Terms of Use.

#### 16. **Suspension and Termination.**

- a. Notwithstanding any other arrangements between Company and a Data Source, either Party may suspend or terminate the participation of Company to the Service:
- (i) with immediate effect if the other Party breaches any material provision of these Terms of Use and fails to cure such breach within 15 days of receipt of written notice of such breach from the other Party,
  - (ii) if either Party starts any insolvency or liquidation proceedings (in which case no notification shall be required), and
  - (iii) at any time for any reason by giving thirty (30) days' notice in writing to the other Party.

GS1 Qatar also reserves the right to limit the visibility of Company's Brand Owner Data and/or participation to the GS1 Registry Platform if it is in breach of an agreement with a GS1 Member Organisation (e.g. it is no longer current in its payment obligations towards such GS1 Member Organisation). GS1 Qatar will notify Company of any such termination in accordance with section 15 below.

For the avoidance of any doubt, a termination of Company's participation to the GS1 Registry Platform shall not affect any other agreement Company may have with GS1 Qatar or any of its Affiliates in relation to the GDSN.

- b. Upon suspension or termination of Company's participation to the Service:
- (i) Company's rights to access and use the Service under these Terms of Use shall cease;
  - (ii) notwithstanding the termination of any agreements between Company and Data Source or GS1, GS1 Qatar and Data Source shall retain the Brand Owner Data for internal purposes and shall have the right to make third parties aware of the expiry of the rights of Company in the GTIN, if applicable. In such

case, such Brand Owner Data may be displayed in the Service and marked as no longer being updated (or similar), and Company may request that GS1 no longer shows such Brand Owner Data; and

- (iii) any Brand Owner Data which has been shared with any Data Recipient prior to such termination may continue to be used by such Data Recipient in accordance with the applicable terms of use, and GS1 shall under no circumstances be liable for any action or inaction of such Data Recipient.

c. The provisions of sections 1, 4b), 8c), 10, 11, 13, 14, 21, and 25 shall survive termination.

17. **Warranties of GS1.** GS1 Qatar covenants, represents and warrants that (i) these Terms of Use are enforceable against GS1 in accordance with its terms and (ii) GS1 Qatar shall not use the Brand Owner Data for any purposes other than in connection with the Service.
18. **Amendments.** Company acknowledges that GS1 Qatar reserves the right to amend these Terms of Use from time to time. GS1 Qatar agrees that the amended Terms of Use shall be made available to Company (either directly to its Authorised Users or via its selected Data Source) at least thirty (30) days prior to the effective date and shall become effective as against Company on the effective date thereof, unless Company terminates its participation in accordance with section 1.a)(iii). The continued use of the Service by Company after the aforementioned period of thirty (30) days shall be deemed to constitute Company's consent to the amended Terms of Use.
19. **Privacy.** GS1 Qatar will handle any personal data (including any personal data of an Authorised User) in accordance with the Privacy Policy on the Website.
20. **Notices.** All notices required to be given hereunder shall be in writing (email included) to the other Party's registered business address, principal place of business or address identified on its webpage or the (email) address identified when registering to use the Service or otherwise updated by the Authorised User from time to time.
21. **Severability.** If any provision of these Terms of Use is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect to the fullest extent permitted by law.
22. **No Waiver.** Failure by GS1 Qatar to assert a right under these Terms of Use shall not be deemed as a waiver to exercise such right. No waiver of any right set forth herein shall be deemed effective unless given in writing and signed by the GS1 Qatar.
23. **Assignment.** Company shall not assign its rights or obligations under these Terms of Use in whole or in part without the prior written consent of GS1 Qatar. GS1 Qatar may assign its rights or obligations under these Terms of Use to an Affiliate without Company's consent. GS1 shall provide written notice to Company of any such assignment.
24. **Law.** These Terms of Use shall be governed by and construed in accordance with the laws of Qatar, without regard to principles of conflict of laws. In addition, each of the Parties consents and agrees to submit itself to the exclusive jurisdiction of the competent courts located in Doha, Qatar for any actions, suits or proceedings arising out of or relating to these Terms of Use. Notwithstanding the above, Company agrees that GS1 Qatar shall nevertheless be allowed to apply for injunctive remedies or relief (or other equivalent types of urgent legal remedy) in any jurisdiction.
25. **Translations.** These Terms of Use are originally drafted in English. Any translation is made available as a courtesy only and, in case of discrepancy between the original English version and the translation, the Arabic version shall prevail.

## C. Unique Device Identifiers

### **[GS1 keys] used for unique identification of medical devices (“Unique Device Identifiers” or “UDI”)**

1. Company understands that GS1 Qatar is a member of the global GS1 organisation (“GS1 Global Office”), which has been accredited by certain regulatory agencies as an issuer of UDIs and, in that capacity, both are subject to certain regulatory obligations (e.g. reporting of companies that use the GS1 standards for unique identification of medical devices).

2. Company understands that when it uses [GS1 Key] to identify a product that may be characterised as a medical device under the laws of the country where such product is marketed (a “Medical Device”), the following rules shall apply:

- a) upon applying for a license Company must inform GS1 Qatar if a [GS1 Key] will be used to identify a Medical Device and in which country the related product will be marketed;
- b) Company is and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 Qatar and for compliance with any applicable regulatory obligations and shall ensure any information provided to MO is accurate and up to date at all times;
- c) GS1 Qatar may monitor correct implementation of the GS1 Standards by Company;
- d) In case GS1 Qatar identifies a Deficiency (as defined in section 3 below), GS1 Qatar may inform Company in writing (addressed to Company’s usual contact person) of such Deficiency, suggesting a way to correct the Deficiency and requiring Company to correct such Deficiency within 90 calendar days from the date of the notification (the “Correction Period”).
- e) GS1 Qatar may monitor whether Company has corrected a Deficiency within the Correction Period. Failing such correction, at the latest eight (8) calendar days after expiry of the Correction Period, GS1 Qatar may contact Company again and seek to amicably resolve the Deficiency.
- f) If the Deficiency is not corrected within an additional period of 90 days from the expiry of the Correction Period and pertains to a repeated and/or deliberate misuse of the GS1 Standards related to UDI, GS1 Global Office, working with the GS1 MO, may inform the regulator and modify the use (incl. suspension and revocation) of the GS1 Company Prefix for UDI implementation in the relevant jurisdiction, as a follow-up action taken in cooperation with the relevant regulator.
- g) Company acknowledges and agrees that GS1 Qatar must, in the context of its regulatory obligations, share certain information with the relevant regulators either directly or via GS1 Global Office, including without limitation: the fact that Company uses the [GS1 Key] to identify Medical Devices marketed in the regulator’s country, the [GS1 Key], the name of company, as well as any identified and uncorrected Deficiencies. Company understands that neither GS1 Qatar nor GS1 Global Office may be held liable for any direct or indirect consequences, losses or damages resulting of GS1 Qatar and/or GS1 Global Office providing such information to a regulator.

3. For the purpose of this section, a “Deficiency” means any of the following: a misconception of the identifier, a mismatch between the name of the company holding the license for the GS1 Key and the company using the GS1 Key or any other inaccurate, incomplete or outdated information [TBC]

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