

#### **GS1 GO STAFF DIRECTORY – TERMS OF USE**

GS1 AISBL ("GS1 GO") is an international non-profit association registered in Belgium, with offices at Avenue Louise 523, BE-1050 Brussels (Enterprise number: 419.640.608).

# PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING AND USING THE GS1 GO STAFF DIRECTORY (the "Directory").

By accessing and using the Directory, you agree to be bound by, and to comply with, these Terms of Use. If you do not agree to these Terms of Use, you are not permitted to use the Directory as GS1 GO only grants access and use of the Directory to those who have accepted these Terms of Use.

GS1 GO reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time. Continued use of the Directory after any such changes are posted constitutes acceptance of the amended Terms of Use. If you do not agree with the amended Terms of Use, your exclusive remedy is to discontinue using the Directory. It is your responsibility to regularly check this page to determine if there have been changes to these Terms of Use and to review such changes.

#### **DISCLAIMER**

Information available is provided by MOs or GS1 GO. GS1 GO regularly monitors and update information available on its members of staff. However, GS1 GO does not guarantee, and accepts no legal liability whatsoever arising from or connected to, the accuracy, reliability, currency or completeness of any data contained on Directory relating to MO's members of staff.

Although GS1 GO provides rules for user conduct, it does not control, is not responsible for what users may post, transmit or share on the Directory and is not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on Directory.

## 1. SCOPE

The Directory is presented by GS1 GO for the purpose of facilitating collaboration within the Federation by making contact information on MOs and GS1 GOs easily accessible. This Directory is intended to be used only in relation to the Federation activities, projects or initiatives.

## 2. ACCESS AND USERS' ROLE

The Directory is solely accessible to MO or GS1 GO members of staff. GS1 GO reserves the right to deny access to the Directory to any user violating these Terms of Use.

## There are 3 different roles:

#### Viewer

Users can only access and see information contained within the Directory in accordance with the permitted use listed below. They are not allowed to make any modifications to the information whether it is MO or GS1 GO information.

If any modifications are needed, the user can reach out to the person within its MO who has been designated as an "MO Admin" (see role for details). Same applies to GS1 GO members of staff and the "Super Admin" (see role for details).

#### MO Admin

MO Admin can access and see information contained within the Directory. MO Admin can publish, modify, delete and extract information (including pictures/photographs) solely related to their MO.

All information uploaded, published or displayed should be accurate and up to date. Information should be truthful and should not contain any false or misleading statements. MO Admin cannot post negative or false information or bring into disrepute the goodwill, trade, and business or reputation of the Federation.

MO Admin is solely responsible for any information or photograph(s) it uploads, publishes or displays onto the Directory. MO Admin guarantees having obtained all the necessary authorisations to upload, publish or display said information and photographs.

MO Admin represents, warrants and agrees that no information of any kind submitted through its account or otherwise uploaded, published or displayed by it will violate or infringe the rights of third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights or contain libelous, defamatory or otherwise unlawful material.

By uploading, publishing or displaying information and/or photograph(s) to the Directory, the MO Admin automatically grants, and represents and warrants it has the right to grant, to any user of the Directory the permission to use said information and/or photograph(s) according to the permitted use (see art. 3).

## Super Admin (GS1 GO only)

Super Admin can access and see information contained within the Directory. Super Admin can publish, modify, delete and extract any information (including pictures/photographs) contained within the Directory (whether MO or GS1 GO information).

All information uploaded, published or displayed should be accurate and up to date. Information should be truthful and should not contain any false or misleading statements. Super Admin cannot post negative or false information or bring into disrepute the goodwill, trade, and business or reputation of the Federation.

Super Admin is solely responsible for any information or photograph(s) it uploads, publishes or displays onto the Directory. Super Admin guarantees having obtained all the necessary authorisations to upload, publish or display said information and photographs.

Super Admin represents warrants and agrees that no information of any kind submitted through its account or otherwise uploaded, published or displayed by it will violate or infringe the rights of third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights or contain libelous, defamatory or otherwise unlawful material.

By uploading, publishing or displaying information and/or photograph(s) to the Directory, the Super Admin automatically grants, and represents and warrants it has the right to grant, to any user of the Directory the permission to use said information and/or photograph(s) according to the permitted use (see art. 3).

## 3. PERMITTED USE

# Use of information

Information is only available for non-commercial, internal use.

Information can solely be used to communicate with MO/GS1 GO members of staff in relation to the Federation activities, projects or initiatives. They cannot be used to sell products or services whether they are related to the Federation's activities, projects or initiatives.

Users cannot collect email addresses or other information for the purpose of sending unsolicited emails or other communications that have no relation to the Federation's activities, projects or initiatives.

# Use of pictures/photographs

Pictures or photographs of MO or GS1 GO members of staff can only be used to illustrate their participation as speakers at events such as, but not limited to, conferences, webinars or workshops. Any other use requires prior approval from the person(s) depicted in the picture/photograph.

## Directory use

Users must not alter any content from the Directory, or frame or reformat its files, pages, images, information and materials on any other website. Any information posted to this Directory is subject to the limitation of liability and warranties set out below.

Users must not use the Directory in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Directory.

## 4. DATA PROTECTION

For more information about how GS1 GO is processing personal information: Privacy Policy



#### 5. INTELLECTUAL PROPERTY - COPYRIGHT NOTICE

The Directory contains proprietary information of GS1 GO and/or MOs and/or other third parties. All rights are reserved. Any and all rights, including title, ownership rights, copyrights, trade names, logos, trademarks, patents, and any other intellectual property rights of whatever nature in the Directory remain the sole and exclusive property of GS1 GO and/or MOs and/or other third parties.

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The content of Directory is copyright protected. You may download, display, print and reproduce this material in unaltered form only (retaining this notice) for your MO non-commercial use or use within your organisation. Apart from any use as permitted under Belgian Copyright law, all other rights are reserved. Requests and inquiries concerning reproduction and rights should be addressed to: GS1, 523 Avenue Louise, BE-1050 Brussels, Belgium, E-mail: <a href="mailto:contactus@gs1.org">contactus@gs1.org</a>. This notice is not to be erased. You are not permitted to re-transmit, distribute or commercialise the information or material without seeking prior written approval from GS1 GO.

## 6. SECURITY

GS1 GO applies a range of security controls to protect the Directory from unauthorised access. GS1 GO accepts no liability for any interference with or damage to a user's computer system, software or data occurring in connection with or relating to this Directory or its use. Users are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from this Directory is free of viruses or other contamination that may interfere with or damage the user's computer system, software or data.

GS1 GO is not responsible for any technical malfunction or other problems of any communications network or service, computer systems, servers or providers, computer or mobile phone equipment, software, or email including injury or damage to user's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials.

#### 7. LINKS TO EXTERNAL WEBSITES

The Directory contains links to other websites that are external to GS1 GO. GS1 GO has no direct control over the content of the linked sites, or the changes that may occur to the content on those sites. It is the responsibility of the user to make their own decisions about the accuracy, currency, reliability and correctness of information contained in linked external websites.

Links to external websites do not constitute an endorsement or a recommendation of any material on those sites or of any third-party products or services offered by, from or through those sites. Users of links provided by the Directory are responsible for being aware of which organisation is hosting the website they visit.

# 8. LINKING TO DIRECTORY

You may link to the Directory site at your full expense and responsibility.

You must not alter any of the Directory's contents, or frame or reformat the files, pages, images, information and materials from this website on any other website. GS1 GO reserves the right to prevent linking by giving notice.

# 9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless GS1 GO and MOs from any and all third party claims, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or related to your use of the Directory, including any violation or misuse of the Directory, breach of this Terms of Use, or violation of a third party's rights or of any law or regulation.

# **10. NO WARRANTIES**

The Directory is provided "as is" and on an "as available" basis. GS1 GO makes no warranties of any kind, whether written or oral, statutory, express or implied, including warranties for merchantability, non-infringement, or fitness for a particular purpose. GS1 GO does not warrant that the Directory will be uninterrupted, error-free, or free of viruses or other harmful components.

## 11. LIMITATION ON LIABILITY

GS1 GO does not accept any liability for the consequences of inaccurate or incomplete information on the Directory. If Users are in doubt on any details, they should contact their respective Member Organisation ("MO") or GS1 GO if User is a GS1 GO member of staff.



Any claim for indirect, special or consequential loss or damage of any kind, or for any loss of business or profits, revenue, anticipated savings, contracts, loss of data, loss of use, interruption of business or other similar pecuniary loss howsoever arising is expressly excluded even if GS1 GO has been advised of their possibility. To have a valid claim against GS1 GO, you must notify GS1 GO within six months of the event giving rise to the claim. To the extent permitted by applicable law, you agree to exonerate GS1 GO from any liability relating to claims notified after the time limit.

# 12. MAINTENANCE, UPDATES AND DISCONTINUATION OF THE DIRECTORY

The Directory is subject to maintenance at GS1 GO's sole discretion and without prior notice. Such maintenance may require temporary unavailability of Directory.

GS1 GO reserves the right to review the Directory and may edit, delete or remove (without notice) any content or user content in its sole discretion, at any time and for any reason or no reason, including content that in its sole judgment violates these Terms of Use or Privacy Policy, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others.

GS1 GO reserves the right to suspend or terminate the provision of all or part of the Directory at its own discretion, at any time, and without advanced notice.

## 13. MONITORING

GS1 GO has the right to monitor the Directory and to disclose any information as required by law, regulation or any other governmental order, to operate the Directory or to protect itself or its users in accordance with its legal obligations.

#### 14. GOVERNING LAW

These Terms of Use are governed by the laws of Belgium. In case of disputes arising in relation to these Terms of Use, the courts of Brussels, Belgium will have exclusive jurisdiction.

