

---

# Barcode Manager

## Terms of Use

These Barcode Manager Terms of Use (“**Terms of Use**”) are entered into by and between GS1 Ireland and the GS1 Ireland member 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. They are in addition to the GS1 Ireland Membership (Registration) Terms & Conditions. Where there is any ambiguity between the two set of Terms, the GS1 Ireland Membership (Registration)Terms & Conditions shall prevail.

1. **Definitions.** In these Terms of Use, capitalised terms shall have the following meaning:
  - a) “**Barcode Manager**” or “**Barcode Manager Solution**” is a Web-hosted service provided for GS1 Ireland.
  - 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 Barcode Manager 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 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 (Solution Provider, data pool, etc) that has executed an agreement with GS1 GO or GS1 Ireland 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) “**GDS**” means a Global data synchronization service such as the GS1 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 GO and GS1 Member Organisations including GS1 Ireland.
  - k) “**GS1 GO**” means GS1 Global Office (GS1 AISBL), an international not for profit association incorporated under Belgian law with registered office at Avenue Louise 326, 1050 Brussels, Belgium, (RPM Brussels: 419.640.608).
  - l) “**GS1 Ireland**” means GS1 (GLOBAL STANDARDS 1 (IRELAND)), a company Limited by Guarantee (CLG), incorporated and registered in Ireland with company number 404327 whose registered office is at The Nutley Building, Merrion Road, Dublin 4, D04 KF62, Ireland.

- m) “**GS1 Member Organisation**” means a member organisation of GS1; as such term is normally understood with respect to GS1. GS1 Ireland is a one such GS1 Member Organisation (MO).
  - n) “**GS1 Registry Platform**” means the registry platform, including all equipment, systems, software and processes necessary to operate it, operated by GS1 or any of its Affiliates from time to time to provide the Service.
  - o) “**GS1 system**” means the specifications, standards, and guidelines administered by GS1.
  - p) “**Party**” means Company or GS1 Ireland.
  - q) “**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.
  - r) “**Privacy Policy**” means the “GS1 Privacy Policy”, as published on the Website and as amended from time to time.
  - s) “**Service**” has the meaning given in Section 3 below.
  - t) “**trusted**” means, in relation to Brand Owner Data, if such data originates from, is authorised or validated by a Brand Owner.
  - u) “**Website**” means <https://barcodemanager.gs1ie.org> (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 Barcode Manager. GS1 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. **Barcode Manager**, which allows users to create and manage Global Trade Item Numbers (“**GTINS**”) to identify Company’s products, 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, Barcode Manager and the GS1 Registry Platform described in this section 3 collectively constitute, the “**Service**”. GS1 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 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 Barcode Manager is contingent upon its License with GS1 Ireland being current. If, at any time, Company ceases to be in good standing under the License (i.e. it fails to meet all its obligations under the License), its right to access Barcode Manager 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 Barcode Manager 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 immediately of any unauthorised use or threatened use thereof.
5. **Permitted Use.** Company may access Barcode Manager for internal business or educational purposes only. Any other use of Barcode Manager is strictly prohibited. GS1 may, for quality assurance and/or analytics purposes,



monitor Company's use of Barcode Manager.

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, 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 sublicense 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 with Data Recipients through both local and global GS1 services and solutions made available via the GS1 Registry Platform, and
- b. GS1 hereby grants to Company (acting through its Authorised Users), and Company hereby accepts such grant, a right of access to Barcode Manager for its own business purposes (including administration of its Authorised Users).

7. **Company Obligations.**

- a) Company covenants, represents and warrants that it shall not upload to Barcode Manager, 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 Barcode Manager 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 Barcode Manager, 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 at [GS1 General Specifications](#)), 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, in its sole discretion, suspects or believes that the Brand Owner Data is submitted or published to Barcode Manager, 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 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 Barcode Manager, the Website or the Service any communication, or any part thereof, which:
  - (i) restricts or inhibits any other user from using and enjoying Barcode Manager, 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 laws.
  - (iv) violates, plagiarises or infringes the rights of GS1 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 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.** BARCODE MANAGER 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 MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR OR RELATING TO BARCODE MANAGER 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 BARCODE MANAGER AND/OR THE WEBSITE OR ANY LINKED SITE. FURTHERMORE, GS1 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 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 BARCODE MANAGER, THE WEBSITE OR THE SERVICE (WHETHER OR NOT ANY SUCH INABILITY TO USE THE WEBSITE ARISES FROM ANY ACTION OR NEGLIGENCE OF GS1), OR FROM ANY ERRORS CONTAINED IN THE MATERIALS EXCHANGED OR OTHERWISE TRANSFERRED ON OR THROUGH BARCODE MANAGER OR THE GS1 REGISTRY PLATFORM, OR FOR ANY TRANSACTION MADE ON THE WEBSITE, OR ARISING FROM ANY OTHER MATTER RELATING TO BARCODE MANAGER 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 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 publishes a list of system requirements and/or compatible equipment for use in conjunction with Barcode Manager, 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 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. Barcode Manager may contain links to other World Wide Web Internet sites. Links to and from Barcode Manager 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, 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 Barcode Manager 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 Barcode Manager. 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, Barcode Manager and the GS1 Registry Platform are owned by GS1 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 Barcode Manager (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 Barcode Manager 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, 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 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 will notify Company of any such termination in accordance with section 20 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 or any of its Affiliates in relation to a GDS service.



- 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 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, 3(b), 8(c), 10, 11, 13, 14, 15, 21 and 24 shall survive termination.
17. **Warranties of GS1.** GS1 covenants, represents and warrants that (i) these Terms of Use are enforceable against GS1 in accordance with its terms and (ii) GS1 shall not use the Brand Owner Data for any purposes other than in connection with the Service.
18. **Amendments.** Company acknowledges that GS1 reserves the right to amend these Terms of Use from time to time. GS1 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 16(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 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 for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or any portion thereof, to be void, invalid, unenforceable or illegal, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Terms of Use, and the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.
22. **No Waiver.** Failure by GS1 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 GS1 Ireland.
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. GS1 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 the Republic of Ireland, 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 any court located in Dublin, Ireland, for any actions, suits or proceedings arising out of or relating to these Terms of Use. Notwithstanding the above, Company agrees that GS1 shall nevertheless be allowed to apply for injunctive remedies or relief (or other equivalent types of urgent legal remedy) in any jurisdiction. Any cause of action you may have with respect to your access and use of the Barcode Manager Solution must be commenced within one year after the claim or cause of action arises.

Last updated: 01/07/2020

