



## GS1 US Attribute Explorer™ Terms of Service

Effective Date: June 1, 2015

**BY CLICKING “I AGREE”, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS DEFINED HEREIN.**

### **Acceptance of Terms**

This Attribute Explorer web site (this “**Site**”) is provided to you by GS1 US, Inc., a Delaware corporation (“**GS1 US**”). GS1 US makes the content, features, and functionality of this Site, including textual, graphical, visual, and other material (the “**Content**”) available to you for informational purposes only.

Upon your acceptance of these terms and conditions of service (these “**Terms**”) in connection with your creation of a user account (“**Account**”) on the Site, you agree that these Terms become a legally binding agreement (the “**Agreement**”) between GS1 US and you, and govern your use of this Site. If you are helping another person use this Site or create an Account, these Terms constitute a legally binding agreement between both the helper and the person being helped and GS1 US. These Terms do not create any third-party beneficiary rights. You warrant that you are at least 18 years of age and possess the legal authority to create an Account, use the Site, and enter this Agreement.

**By creating an Account, you accept and agree to the most-recent Terms. If you do not agree to these Terms, you may not create an Account, access or otherwise use the Site or its Content.**

**Further, by creating an Account you hereby opt-in to the receipt of marketing communications sent by GS1 US to the email address that you provide in connection with such Account. If you later desire to opt-out of such marketing communications, please refer to the “opt out” instructions provided in each such marketing communication.**

1. **Changes.** GS1 US may change these Terms or impose new terms and conditions at any time, as it deems necessary, by posting changes to the Site. It is your responsibility to review the most-recent Terms each time you use the Site. By continuing to use the Site, you consent to any changes to the Terms.

2. **Termination.** GS1 US may terminate this Agreement and your Account at any time, without prior notice and at its sole discretion.

Upon termination of this Agreement, you must immediately destroy all copies of the Content and materials downloaded from the Site in your possession or control.

3. **Proprietary Rights.** GS1 US owns, solely and exclusively, all rights, title, and interest in and to the Site and the Content, including all code, data, and materials served by and comprising the Site, such as the look and feel, design, and organization of the Site, including any copyrights, trademark rights, patent rights, database rights, moral rights, *sui generis* rights, and other intellectual property and proprietary rights. Your use of the Site does not grant you ownership of any

Content, code, data, or materials that you access through the Site.

### 4. Use of the Site

A. **License.** You may access your Account and view the Content and the Site on your computer or other device, except where otherwise prohibited by these Terms or special notice on the Site. You are granted a limited, nontransferable license to make single copies or prints of the Content for your personal, non-commercial use only.

Your failure to comply with these Terms will result in the automatic termination of this license, with or without prior notice.

Except for the limited license granted above, GS1 US does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

B. **Prohibited Uses.** You will not:

- use, intentionally or unintentionally, any of the Content or the Site in a manner contrary to or in violation of any applicable international, national, federal, state, or local law, rule, or regulation having the force of law;
- use this Site in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of our computer systems, including, but not limited to, the servers, networks, and other components connected to or used for this Site;
- interfere with any other party’s use and enjoyment of this Site or its Content;
- upload, post, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- attempt to gain unauthorized access to any services, accounts, computer systems, or networks connected to any server used for this Site, through password mining, hacking, or any other means;
- seek to gain access to any Content by any means not intentionally made available by GS1 US;
- reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, or otherwise exploit this Site, or any portion hereof without GS1 US’s prior written consent, except that you may reproduce limited portions of the Content through your use of the information contained therein;
- use any framing techniques to enclose any portion of this Site (including, but not limited to, images, text, page layout, and form) without GS1 US’s prior written consent;



- make any use of the trademarks, service marks, trade names, logos, and graphics on this Site without GS1 US's prior written consent;
- use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities, or users;
- regardless of the presence, absence, or content of any Robots Exclusion Standard instruction files served by the Site, use any robot, spider, other automatic software or device, or a manual process, to mirror, monitor, transcribe, copy, datamine, or otherwise extract data from the Site or its Content without the express written consent of GS1 US;
- de-obfuscate, decompile, or otherwise reverse engineer any computer code, markup, style sheets or other computer files or transmissions served by the Site;
- collect any physical, email, or other electronic communication addresses made available on this site for other than personal, non-commercial users, such as for purposes of research, promotions, or bulk messaging or marketing campaigns;
- distribute, on or through this Site, any advertising; promotion; solicitation for goods, services, or funds; or solicitation for others to become members of any enterprise or organization, without GS1 US's prior written consent; or
- use or otherwise export or re-export this Site, or any portion thereof, in violation of the export control laws and regulations of the United States of America or any other country.

C. **Foreign Jurisdictions.** GS1 US is based in Lawrenceville, New Jersey in the United States of America. GS1 US makes no claim that Accounts maybe created, that the Site is appropriate, or that the Site or its Content may be downloaded outside of the United States. Access to the Site and its Content by certain persons or in certain countries may be illegal. If you create an Account, access the Site or the Content from outside the United States, you do so at your own risk, and you, not GS1 US, are responsible for compliance with the laws of any foreign jurisdictions that apply.

#### 5. **Disclaimers and Limitations.**

A. **No Warranties.** Your creation of an Account and use of the Site is at your sole risk. Accounts, the Site, and the Content are provided on an "as-is" and "as-available" basis. GS1 US and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

GS1 US and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that Accounts, the Site, or Content will meet your requirements; that Accounts or the Site will be uninterrupted, timely, secure, or error-free; that the Content that may be obtained from the use of the Site will be accurate or reliable; that the quality of any products, services, information, or other material obtained by you through the Site will meet your expectations; or that any errors in related software will be corrected.

Any material downloaded or otherwise obtained through the use of this Site is accessed at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action, whether in contract, tort, strict liability, or otherwise, with respect to any damage to your computer system, internet access, download or display device, or loss of data that results from the download of such material.

No advice or information, whether oral or written, obtained by you from GS1 US or from the Site shall create any warranty not expressly stated in this Agreement.

B. **Limited Liability.** GS1 US and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, users, data, or other intangible losses (even if GS1 US has been advised of the possibility of such damages), resulting from the use or the inability to access an Account or use the Site and Content, unauthorized access to or alteration of your transmission or data, or any other matter relating to an Account, the Site, or the Content.

C. **No Responsibility for Third-party Resources.** The Site and Content may provide links or references to third-party World Wide Web or other resources. GS1 US makes no representations whatsoever about any such third-party resources. You agree that GS1 US shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on third-party linked to or referenced by the Site or its Content.

6. **Indemnification.** You agree to indemnify and defend GS1 US at all times after the date of this Agreement against:

- any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, other than any Litigation Expenses (as defined below), arising out of or relating to your use of an Account, the Site, the Content, or any combination thereof; and
- any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "**Litigation Expenses**").

#### 7. **MISCELLANEOUS**

A. **Choice of Law.** The laws of the State of New Jersey (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

B. **Headings.** Headings in this Agreement are used for convenience only and shall not affect its construction or interpretation.



C. Forum for Disputes. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in any of the federal or state courts of competent jurisdiction located in New Jersey.

D. Entire Agreement. This Agreement, together with the Privacy Policy found on the Site, constitute the entire agreement between you and GS1 US about the creation of an Account, use of the Site, and access to the Content.

E. Notice. All notices and communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by overnight mail, or by electronic mail with confirmation of receipt, to parties at the respective addresses the parties provide to each other. The date of giving such notice shall be the date of personal delivery or of sending the electronic mail or one day after deposit with an overnight

mail service. GS1 US' current address for notification purposes is:

GS1 US, Inc.  
Princeton Pike Corporate Center  
1009 Lenox Drive, Suite 202  
Lawrenceville, New Jersey 08648

F. Severability. The provisions of this Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction.

G. Survival. The provisions of the sections entitled "Indemnification" and "Miscellaneous" shall survive any termination of this Agreement.