

The following text is a **brief summary** of important clauses in the General and Specific Terms and conditions of Membership of GS1 South Africa. Use of GS1 Numbers constitutes agreement by the Member to these Terms and Conditions. Failure to observe and abide by these terms and conditions may lead to termination of the Membership and the Licence.

Summary:

<p>1 Privacy, Processing of Information and Security</p> <p>1.1. A Member's privacy is very important to GS1 and GS1 will use reasonable efforts in order to ensure that any information, including personal information, provided by the Member, or which is collected from the Member, is stored in a secure manner.</p> <p>2. Fees</p> <p>2.1. <u>Entrance Fee</u> - On becoming a GS1 member, such GS1 Member will pay an entrance fee as specified in the Application Form.</p> <p>If a GS1 Member needs to apply for a range of numbers after having applied for a single number or a Global Location Number for Electronic Data Interchange, that GS1 Member will pay an entrance fee as specified in the Application Form.</p> <p>2.2. <u>Annual Licence Fee</u> - A GS1 Member will pay GS1 an annual GS1 Licence fee, except for a GLN, a single number and a 10 number range.</p> <p>The annual license fee will be payable, irrespective of whether a Member has used their GTINs or not.</p> <p>3. Training</p> <p>3.1. <u>GS1 Members</u> - GS1 Members are required to register and undergo training, either classroom or by obtaining the training DVD, within 6 months of becoming a GS1 Member. For the annual licensed categories 100 to 100 000 number range) one delegate will be trained at no cost. All other categories will be charged at the current rate for training.</p> <p>3.2. <u>DATANet.za</u> - GS1 Members, using DATANet.za are required to register, pay and undergo mandatory training on DATANet.za – unless they make use of a GS1 approved Data Controller.</p>	<p>4. Use of GS1 Global Trade Item Numbers (GTINs)</p> <p>4.1. A GS1 Member must not use any GS1 Global Company Prefix and/or GTIN (barcode) issued by GS1 to any other GS1 Member.</p> <p>4.2. A GS1 Member may not use any GTINs which purport to be issued by GS1 but which are not genuine GS1 GTINs and must use its best endeavours to be vigilant in this regard. GS1 licensed users could be checked on the GS1 GEPIR system.</p> <p>4.3. No dealing with the GS1 GTINs - A GS1 Member recognises GS1's title to the GS1 GTINs and related Intellectual Property and shall not at any time do or suffer to be done any act or thing which may in any way impair GS1's rights in the GS1 GTINs or related Intellectual Property.</p> <p>5. Incorrect or misuse of GS1 GTINs</p> <p>5.1. In the event that a Member misuses or incorrectly uses any GS1 GTINs, GS1 shall have the right to take such steps as GS1 may deem necessary in order to:</p> <ul style="list-style-type: none"> - assist the GS1 Member to re-label all such products at the GS1 Member's cost; and/or - recommend to the relevant retailers that such products are removed from the relevant stores and/or blacklisted to the extent that this appears necessary. 	<p>5. Termination of the GS1 Licence and termination of GS1 Membership</p> <p>5.1. GS1 shall be entitled to terminate the GS1 Member's Membership in the event of:</p> <ul style="list-style-type: none"> - Non payment of any fee payable to GS1. - A breach of any of the provisions of the Terms and Conditions. - A Liquidation Event occurs in respect of a Member. - The misuse of GS1 GTINs. <p>6. Consequences of Termination</p> <p>6.1. Upon termination of the GS1 license, the GTINs will revert back to GS1 and an application for new GS1 Membership will be required. GS1 does not guarantee that upon reapplication that the GS1 Member will receive the same GTINs as had previously been allocated to it.</p> <p>6.2. Upon termination of the GS1 license, a GS1 Member must cease applying the GS1 Numbers to any of their Products manufactured or sold after the termination date.</p> <p>6.3. All Product information on the GS1 DATANet.za, being the central repository of supplier product data for retail business partners will be suspended from view.</p> <p>6.4. Upon termination of Membership, GS1 shall be entitled to take any steps that they deem necessary, including but not limited to informing the various retailers that the Membership has been terminated and request them to black-list the products of GS1 Members who have had their membership terminated.</p>
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