

Membership Terms and Conditions

The following Terms and Conditions apply to all full Members of GS1 Estonia

1. Definitions

The following definitions will apply within these Terms and Conditions:

- 1.1 “**Commencement Date**” means the date when GS1 Estonia is issuing a global company prefix to a legal entity according to submitted Member’s Application Form and GS1 Estonia will notify it to the Member by email.
- 1.2 “**Application Form**” means the GS1 Estonia application form filled in by Applicant to become a Member of GS1 Estonia.
- 1.3 “**GS1 Estonia**” means GS1 Estonia MTÜ, a not for profit association, registered in the Republic of Estonia under the company registration number 80004087.
- 1.4 “**GS1 AISBL**” means global GS1 organization.
- 1.5 “**GS1 Numbers**” means the GS1 global company prefix number and other numbers that are issued and licensed by GS1 Estonia to a Member for use in accordance with these Terms and conditions.
- 1.6 “**GS1 Numbering System**” means the numbering systems and standards published and promoted by GS1 Estonia from time to time.
- 1.7 “**Intellectual Property**” means without limitation all rights existing and/or arising from time to time in connection with discoveries, inventions, patents, improvements, business methods, technologies, utility models, trademarks, service marks, logos, database rights, designs, information, copyright, confidential information, know-how, processes and trade secrets, business names, and equivalents of any of the foregoing anywhere in the world and whether registered or unregistered in relation to any of the foregoing and including any applications for registration of the foregoing.
- 1.8 “**Trade Marks**” means the brand names, trademarks and service marks (whether registered or not and including any applications for registration) with which GS1 Estonia and/or the GS1 Numbering System is associated.
- 1.9 “**Member**” means a legal entity, who has submitted to GS1 Estonia a Member’s Application Form that has been approved by GS1 Estonia and who is licensed to use GS1 Numbers.
- 1.10 “**Membership Fee**” means the annual membership fee as will be payable to GS1 Estonia by the Member with rates determined by the Management Board of GS1 Estonia.
- 1.11 “**Joining Fee**,” means the onetime joining fee to be paid to GS1 Estonia with rates determined by the Management Board of GS1 Estonia.
- 1.12 “**Applicant**” means a person who is himself or his legal or authorized representative submitted an Application Form to become a Member of GS1 Estonia and start to use GS1 Numbers.
- 1.13 “**Product**” means the products or services manufactured, provided and/or sold by the Member and/or assets and/or locations to be identified and/or any other application of the GS1 Numbers identified in the GS1 Numbering System, as selected by the Member from time to time.
- 1.14 “**Terms and conditions**” means the general conditions of membership that GS1 Estonia may, if necessary, change over time in accordance with these Terms and conditions.

2. Grant of licence

- 2.1 GS1 Estonia grants to the Member a non-exclusive non-transferable licence to allocate the GS1 Numbers issued to the Member for use with the Member's products.
- 2.2 As a rule, GS1 Estonia issues only one Global Company Prefix to the Member for allocating the GS1 Numbers. If the Member applies for additional company prefix, he must specify in writing why does he need it.
- 2.3 The Member is only entitled to use the GS1 Numbers issued to the Member by GS1 Estonia in connection with the manufacture, sale and identification of the Products and in accordance with the GS1 Numbering System.
- 2.4 Transfer or sale of the GS1 Numbers to any other legal entity or person is not permitted.
- 2.5 Any Member, whose membership has been terminated, must immediately cease using GS1 Numbers issued to him.

3. Commencement Date

- 3.1 These Terms and Conditions between GS1 Estonia and the Member come into effect on the Commencement Date.
- 3.2 In completing the Application Form the Member confirms that it has read and agrees to be bound by these Terms and Conditions.
- 3.3 The Licence for using GS1 Numbers issued to the Member will commence on the Commencement Date and will continue until termination of the membership as provided in Section 9.

4. Fees

- 4.1 The Member will pay the annual membership fee to GS1 Estonia, the amount of which is determined in accordance with the statutes by the Management Board of GS1 Estonia. When joining GS1 Estonia, one-time joining fee should also be paid.
- 4.2 Membership fee and one-time joining fee must be paid to GS1 Estonia bank account by the invoice payment deadline.
- 4.3 GS1 Estonia may change the amount of the Fees applicable from time to time informing Members about it in advance via email. In disagreement with modified membership fee the Member has the right, as set out in section 9.2 of the Terms and conditions, to terminate its membership informing GS1 Estonia about it within five working days after receiving the notification.
- 4.4 If the Products labelled with GS1 Numbers issued to the Member have already reached to sale by the time the membership is terminated, pursuant to section 9, the Member, despite the termination of the membership, is required to pay a subscription fee for the equivalent period in which these products are still on sale.
- 4.5 Membership fee and joining fee payable accrue VAT. If, pursuant to law, the VAT shall be added, then GS1 Estonia will add VAT to the fees.

5. Member's conduct

- 5.1 The Member shall not during a membership or after the termination thereof, either directly or indirectly, do something that harms the reputation of GS1 Estonia or in violation of intellectual property rights.
- 5.2 The Member recognizes the objective of Articles of Association of GS1 Estonia and accepts the statutes of the jurisdiction of goal.
- 5.3 The Member is obliged to follow and comply with the Articles of Association of GS1 Estonia during the entire membership period.
- 5.4 As long as the Member is a member of GS1 Estonia, it must comply with the terms of the standards, specifications, policies and terms of use of GS1 Numbers as issued from time to time by GS1 Estonia.
- 5.5 The Member should immediately notify GS1 Estonia about changes of the member's name, contact person, contact information, and other important aspects related with the legal relationship between the Member and GS1 Estonia.

6. Use of GS1 Numbers and other Intellectual Property

- 6.1 The Member is only entitled to use the GS1 Numbers issued to the Member by GS1 Estonia in connection with the manufacture, sale and identification of the Products and in accordance with the GS1 Numbering System.
- 6.2 The Member is prohibited from and undertakes not to:
 - use GS1 Numbers that have been allocated by GS1 Estonia to any other person;
 - use any numbers, which purport to be issued by GS1 Estonia or which copy or are in any way similar to the GS1 Numbering System;
 - use GS1 Numbers, which have been allocated by GS1 to GS1 Estonia and/or are contained in the GS1 Numbering System but have not been allocated to any other person.
- 6.3 The Member will not alter the GS1 Numbers licensed to it in any way. For the avoidance of doubt, the Member will not be deemed to alter the GS1 Numbers in the event that the Member adds more digits to the GS1 Numbers in accordance with the GS1 Numbering System.
- 6.4 The Member acknowledges and accepts that GS1 Estonia or its licensors will at all times own the rights and title to the GS1 Numbers and all Intellectual Property relating thereto and the Member will not at any time do or suffer to be done any act or thing which may in any way impair GS1 Estonia's rights or its licensors' in the GS1 Numbers or related Intellectual Property. The GS1 Numbers are the exclusive property of GS1 Estonia or its licensors. The Member will acquire no rights in or to the GS1 Numbers or any related Intellectual Property save as specifically stated in these Terms and Conditions.
- 6.5 The Member will not permit anyone else to allocate the GS1 Numbers issued to the Member to identify Products other than those Products of the Member.

7. Intellectual property infringement

In the event that it comes to the Member's notice that there is an infringement or suspected infringement of the Intellectual Property in the GS1 Numbers or the Trade Marks, the Member will promptly notify GS1 Estonia.

8. Variation of terms and conditions

- 8.1 GS1 Estonia has the right to vary these Terms and Conditions at any time by giving written notice by email to the Member.
- 8.2 Any such variation notified by GS1 Estonia will take effect immediately (unless a later date is specified in the notice).
- 8.3 If the Member disagrees with modification of the general membership conditions he has the right, as set out on section 9.2 of the Terms and conditions, to terminate its membership informing GS1 Estonia about it within five working days after receiving the notification.

9. Termination

- 9.1 GS1 Estonia will have the right to terminate (subject to the provisions of the Articles of Association) the Member's membership immediately by giving a written notice to the Member if:
 - 9.1.1 the Member fails to pay a membership Fee by its due date under these Terms and Conditions;
 - 9.1.2 the Member commits a breach of its obligations under these Terms and Conditions;
 - 9.1.3 the Member is declared bankrupt, or being a company, has a petition presented for its winding up or enters into voluntary or compulsory liquidation; or
 - 9.1.4 GS1 Estonia ceases to hold the necessary licence rights to issue GS1 Numbers in the Republic of Estonia.
- 9.2 The Member may otherwise terminate its membership in any other circumstances by giving not less than one month's written notice to GS1 Estonia. In the event of such termination the Member shall not be entitled to any refund of Fees paid or payable in connection with the unexpired proportion of the ongoing year.

10. Consequences of termination

- 10.1 On termination of membership, all Members' rights will terminate and the Member will immediately comply with the following:
 - 10.1.1 cease applying the GS1 Numbers to any Products manufactured or sold by the Member after the termination date;
 - 10.1.2 cease all direct or indirect use of the GS1 Numbers and related Intellectual Property other than in connection with Products manufactured and sold prior to the termination date.
 - 10.1.3 Irrespective of the termination of GS1 Estonia membership, information on GS1 Numbers (GTIN, GLN, GCP, etc.) and related non-personal data is stored in the GS1 Estonia and the GS1 Global Registry for internal purposes and GS1 has the right to notify third parties of the expiry of GS1 Numbers.

11. Liability

- 11.1 GS1 Estonia will not be liable to the Member for any pecuniary or non-pecuniary damage, arising out of or in connection with these Terms and Conditions, or in

connection with the activities of GS1 Estonia, unless GS1 Estonia has directly caused the damage intentionally or through gross negligence.

- 11.2 GS1 Estonia's total liability to the Member will not in aggregate exceed the Fees paid by the Member to GS1 Estonia in respect of the subscription year in which such liability arises.
- 11.3 The member is responsible for the information provided by him. GS1 AISBL and GS1 Estonia are released from any consequences, liability or damage arising from the use of the data by third parties.

12. Data protection and Confidentiality

- 12.1 GS1 Estonia may use the contact details received from the Member for general management purposes, including forwarding membership fee invoices and notifying about activities of the Association by contacting the Member by post, e-mail or telephone, and the Member agrees that GS1 Estonia may contact him in this way.
- 12.2 The Member agrees to share the GS1 Numbers and related data entered by him/her in the GS1 Estonia Registry with third parties through the global service made available by GS1 AISBL and GS1 Estonia worldwide. If the Member does not wish to publish its product data via the global service, he/she shall notify GS1 Estonia in writing.
- 12.3 The Member agrees to keep confidential and secure any information of GS1 Estonia's, which is identified as or would reasonably be expected to be, proprietary, confidential or commercially sensitive.

13. Data submission conditions

- 13.1 The Member warrants that the data:
 - originates from, is authorized or approved by him/her;
 - does not violate any third party rights, including privacy rights, copyrights, trademarks, patents or other intellectual property rights of any third party;
 - does not contain any virus or other malware.
- 13.2 If GS1 Estonia in its sole discretion, suspects or believes that Data is submitted to or published in the GS1 Registry in violation of these Terms and Conditions (e.g. it violates a third party's intellectual property rights), it may take appropriate remedial action (including, without limitation, by temporarily suspending the availability of or definitively removing the said Data from the GS1 Estonia Registry and the Global Registry).
- 13.3 All data submitted to the GS1 Registry will be validated against and must comply with the data validation rules set in the GS1 General Specifications and the Global Data Dictionary.

14. General legal provisions

- 14.1 If any provision contained in these Terms and conditions is invalid, it will not relieve the parties of the other provisions of the Terms and conditions obligation to perform and does not involve the entire Terms and conditions, or any other provisions hereof. As the invalidity occurs, the parties shall make their best efforts to replace the provision so that the substituted provision fulfils the purpose of the provision that was invalid.

14.2 The law of Estonia governs the Terms and conditions and GS1 Estonia and Member submit to the exclusive jurisdiction of the courts of Estonia.

14.3 The Terms and conditions resulting a dispute are settled by negotiation. If agreement is not reached, the dispute shall be settled in Harju County Court.