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Terms of Use

Please read these Terms of Use ("ToU") carefully before accessing and using Verified by GS1 ("Service"), which is owned and operated by GS1 AISBL ("GS1").

By accessing and using the Service, you agree to be bound by, and to comply with, the ToU. If you do not agree to the ToU, you are not permitted to use the Service. GS1 only grants access and use of this Service to those who have accepted the ToU.

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The Service is intended to enable you, as a user of the Service, to query the GS1 Registry Platform for the purpose of receiving certain information related, but not limited to, products and location ("Query Results"). You are permitted to enter a maximum of 30 single queries in a twenty-four (24) hour period. This limited access and use is offered by GS1 free of charge.

All information is provided by brand owners and other third parties, and not by GS1. GS1 is not responsible for the accuracy or completeness of such information and does not endorse any of the listed items or related information.

In furtherance of GS1's quality assurance efforts, the Service may enable you to submit feedback concerning the quality of the Query Results. Such feedback is gathered by GS1 via a series of pre-defined questions and pull-down menu response options.

All Query Results are for your internal use only and you may not sell, lease, license, publish, publicise, or otherwise distribute the Query Results. This applies to non-personal information as well as to personal information. Use of personal information for marketing purposes is prohibited. You further agree:

- Not to use the Service for any purposes other than as permitted under the ToU;
- Not to use the Service to store or transmit infringing, illegal, inappropriate, or otherwise unlawful material or violate any individual's privacy rights;
- Not to interfere with or disrupt the integrity or performance of the Service or third-party data contained therein;
- Or not to introduce any viruses into the Service.

The Service is not intended for use, nor is it fit for purpose, in business processes related to healthcare products including design, engineering,

development, and manufacturing, that are subject to regulatory requirements concerning system safety (e.g., validated or certified systems).

GS1 may prohibit you from using the Service and take measures to prevent your access to the Service if GS1 determines that you have abused your use of the Service, breached the ToU, or taken any action that is harmful, or likely to be harmful, to GS1 or other third parties.

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The Service contains links to other websites, which are not controlled or maintained by GS1. Please note that GS1 is not responsible for the contents on those sites. The inclusion of such links does not constitute or imply an endorsement by GS1 of those sites.

Indemnification

You agree to indemnify, defend, and hold harmless GS1 and its affiliates, employees, suppliers, and data providers 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 Service, including any violation or misuse of the Service, breach of this ToU, or violation of a third party's rights or of any law or regulation.

No Warranties

The Service is provided "as is" and on an "as available" basis. GS1 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 does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

Limitation on Liability

To the extent permitted by law, GS1's total aggregate liability to you in connection with the Service for any claims or damages, whether in contract, tort, or otherwise, shall not exceed fifty euros (50,00 EUR). 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 has been advised of their possibility. To have a valid claim against GS1, you must notify GS1 within six months of the event giving rise to the claim. To the extent permitted by applicable law, you agree to exonerate GS1 from any liability relating to claims notified after the time limit.

Cookies

GS1 uses cookies to administer the Service. Please refer to GS1's cookie policy at GS1.org.

Maintenance

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

Discontinuation of Service

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

Amendments

GS1 may amend the ToU at any time. By continuing to use the Service after the ToU has been amended, you accept the amended ToU. If you do not agree with the ToU, your exclusive remedy is to discontinue using the Service.

Governing Law

This ToU is governed by the laws of Belgium. In case of disputes arising in relation to the ToU, the courts of Brussels, Belgium will have exclusive jurisdiction.

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