



Application for GS1 Australia Subscription Membership & Licence

Full Members

Important Notice

- > The terms and conditions of the GS1 Australia Subscription Membership & Licence Agreement, which you must read, form part of, and are terms of, this document. By applying for a GS1 Australia Subscription Membership & Licence you, as a subscriber member, will be deemed to have read and understood these Terms and Conditions. They are available on our website or upon written request.
- > GS1 Australia strongly encourages potential applicants to read our Privacy Policy readily available on our website www.gs1au.org
- > Failure to complete this form in full and legibly will result in a processing delay.

STEP 1

Has your company previously been a subscriber member of GS1 Australia? Yes No Unknown
 Do you have a related company that is already a GS1 Australia subscriber member? Yes No Unknown
 If yes, please identify your GS1 Australia Account Number(s) _____

STEP 2

Company Name/Trading Name

Division of/Parent Company

ABN - - - ACN/ARBN - - -

Company Street Address

Suburb State/Country Postcode

Company Postal Address

Suburb State/Country Postcode

Bus. Phone Bus. Facsimile

Email

Website

GS1 Coordinator: Individual responsible for allocating GS1 Identification Keys within your company

Title Ms/Mrs/Mr Given Names

Surname

Position/Title

Address (If different from Company)

Suburb State/Country Postcode

Email

Direct Phone Mobile

Accounts Contact: (If different to above)

Title Ms/Mrs/Mr Given Names

Surname

Position/Title

Address (If different from Company)

Suburb

State/Country

Postcode

Email

Direct Phone

Mobile

Chief Executive/Proprietor: (If different to above)

Title Ms/Mrs/Mr Given Names

Surname

Position/Title

Email

Direct Phone

Mobile

STEP 3 Further Information

To assist us in providing better service levels, please answer the following questions.

1. Do you export products to North America (USA/Canada)? Yes No
If so, please contact GS1 Australia on 1300 366 033
2. Are any of the above business details your home/personal details? Yes No
3. GS1 Australia prides itself on the quality of our marketing material and will only send you information we believe to be relevant to you. Due to Australian Anti-Spam Legislation we respect that you may not want to receive this information. If you do not wish to receive direct marketing material from GS1 Australia via post and/or email, please tick this box: No
NOTE: You will continue to receive information in regards to your Subscription Membership including our quarterly LiNK magazine.
4. How do you prefer to receive the GS1 Australia quarterly LiNK magazine? Mail/Post Email
5. How did you hear about becoming a subscriber member of GS1 Australia?
 Trading Partner Web Advertising Conference/Expo Other, please specify _____
6. What is/are your reasons for joining as a subscriber member to GS1 Australia? (Please tick all applicable answers)
 To apply bar code symbols to my products To apply bar code symbols to my cartons/shippers
 To apply bar code symbols to my shipments/logistic units (for Serial Shipping Container Code - SSCCs) For company internal process improvement
 For Electronic Product Codes: EPC/RFID For Data Synchronisation: GS1net/National Product Catalogue (NPC)
 For GS1 Australia Alliance Program For other GS1 Australia Services
 To meet trading partner requirements Other, please describe _____
7. If you are joining to meet the requirements of any particular Trading Partner(s), please identify: _____
8. What is the current size of your product range? (including variants such as colour/ size/ quantity)
 No Products 1 Product 2-5 Products 5-10 Products 11-25 Products
 26-50 Products 51-100 Products 101-250 Products 251-500 Products 500+ Products

STEP 4 Industry Verticals

Which of the following industry verticals do you work within?
(please select up to 3 industries by indicating 1-3 in order of priority, 1 being highest)

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Academic Institution/
Education | <input type="checkbox"/> Convenience | <input type="checkbox"/> Healthcare &
Life Sciences | <input type="checkbox"/> Printing & Packaging |
| <input type="checkbox"/> Aerospace/Defence | <input type="checkbox"/> Cosmetics, Perfume
& Toiletries | <input type="checkbox"/> ICT/Solution Provider | <input type="checkbox"/> Property & Business Services |
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Dairy | <input type="checkbox"/> Industrial Supplies | <input type="checkbox"/> Seafood |
| <input type="checkbox"/> Automotive OEM/
Aftermarket | <input type="checkbox"/> Electronic
Components &
Semi Conductors | <input type="checkbox"/> Liquor | <input type="checkbox"/> Sports & Leisure |
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Food & Grocery | <input type="checkbox"/> Luxury Goods | <input type="checkbox"/> Standards Body |
| <input type="checkbox"/> Books/Magazines/
Cards/Publishing | <input type="checkbox"/> Food Service | <input type="checkbox"/> Market Research | <input type="checkbox"/> Textile/Apparel & Footwear |
| <input type="checkbox"/> Chemicals | <input type="checkbox"/> Fresh Produce | <input type="checkbox"/> Meat/Poultry | <input type="checkbox"/> Timber |
| <input type="checkbox"/> Confectionery | <input type="checkbox"/> Furniture | <input type="checkbox"/> Metal/Steel & Mining | <input type="checkbox"/> Trade Organisation/Association |
| <input type="checkbox"/> Construction | <input type="checkbox"/> General Merchandise | <input type="checkbox"/> Music & Entertainment | <input type="checkbox"/> Transport & Logistics |
| <input type="checkbox"/> Consulting/
Professional Services | <input type="checkbox"/> Government | <input type="checkbox"/> Office Products | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Consumer Electronics | <input type="checkbox"/> Green Life | <input type="checkbox"/> Paper | <input type="checkbox"/> Other, please detail _____ |
| | <input type="checkbox"/> Hardware | <input type="checkbox"/> Plastics Industry | |
| | | <input type="checkbox"/> Plumbing | |

STEP 5 Industry Classification

Please tick the most appropriate box to indicate your business function within the following ANZSIC classifications:

- | | |
|--|--|
| <input type="checkbox"/> A. Agriculture, Forestry & Fishing | <input type="checkbox"/> D. Electricity, Gas & Water Supply |
| <input type="checkbox"/> 01 Agriculture | <input type="checkbox"/> E. Construction |
| <input type="checkbox"/> 011 Horticulture & Fruit Growing | <input type="checkbox"/> F. Wholesale Trade |
| <input type="checkbox"/> 012 Grain, Sheep & Beef Cattle Farming | <input type="checkbox"/> 45 Basic Material Wholesaling |
| <input type="checkbox"/> 0121 Grain Growing | <input type="checkbox"/> 451 Farm Produce Wholesaling |
| <input type="checkbox"/> 013 Dairy Cattle Farming | <input type="checkbox"/> 452 Mineral, Metal & Chemical Wholesaling |
| <input type="checkbox"/> 014 Poultry Farming | <input type="checkbox"/> 453 Builders Supplies Wholesaling |
| <input type="checkbox"/> 015 Other Livestock Farming | <input type="checkbox"/> 46 Machinery & Motor Vehicle Wholesaling |
| <input type="checkbox"/> 016 Other Crop Farming | <input type="checkbox"/> 47 Personal & Household Good Wholesaling |
| <input type="checkbox"/> 03 Forestry & Logging | <input type="checkbox"/> G. Retail Trade |
| <input type="checkbox"/> 04 Commercial Fishing | <input type="checkbox"/> 51 Food Retailing |
| <input type="checkbox"/> B. Mining | <input type="checkbox"/> 52 Personal & Household Retailing |
| <input type="checkbox"/> C. Manufacturing | <input type="checkbox"/> 521 Department Stores |
| <input type="checkbox"/> 21 Food, Beverage & Tobacco Manufacturing | <input type="checkbox"/> 522 Clothing & Softgood Retailing |
| <input type="checkbox"/> 215 Flour Mill & Cereal Food Manufacturing | <input type="checkbox"/> 523 Furniture, Houseware & Appliance Retailing |
| <input type="checkbox"/> 216 Bakery Product Manufacturing | <input type="checkbox"/> 524 Recreational Good Retailing |
| <input type="checkbox"/> 217 Other Food Manufacturing | <input type="checkbox"/> 525 Other Personal & Household Good Retailing |
| <input type="checkbox"/> 218 Beverage & Malt Manufacturing | <input type="checkbox"/> 526 Household Equipment Repair Services |
| <input type="checkbox"/> 2182 Beer & Malt Manufacturing | <input type="checkbox"/> 53 Motor Vehicle Retailing & Services |
| <input type="checkbox"/> 2183 Wine Manufacturing | <input type="checkbox"/> H. Accommodation, Cafes & Restaurants |
| <input type="checkbox"/> 2184 Spirit Manufacturing | <input type="checkbox"/> I. Transport & Storage |
| <input type="checkbox"/> 22 Textile, Clothing, Footwear & Leather Manufacturing | <input type="checkbox"/> 61 Road Transport |
| <input type="checkbox"/> 222 Textile Product Manufacturing | <input type="checkbox"/> 62 Rail Transport |
| <input type="checkbox"/> 224 Clothing Manufacturing | <input type="checkbox"/> 63 Water Transport |
| <input type="checkbox"/> 225 Footwear Manufacturing | <input type="checkbox"/> 64 Air & Space Transport |
| <input type="checkbox"/> 23 Wood & Paper Product Manufacturing | <input type="checkbox"/> 65 Other Transport |
| <input type="checkbox"/> 24 Printing, Publishing & Record Media | <input type="checkbox"/> 66 Services to Transport |
| <input type="checkbox"/> 241 Printing & Services to Printing | <input type="checkbox"/> 67 Storage |
| <input type="checkbox"/> 242 Publishing | <input type="checkbox"/> J. Communication Services |
| <input type="checkbox"/> 243 Recorded Media Manufacturing & Publishing | <input type="checkbox"/> 71 Communication Services |
| <input type="checkbox"/> 25 Petroleum, Coal, Chemical & Associated Product Manufacturing | <input type="checkbox"/> 711 Postal & Courier Services |
| <input type="checkbox"/> 253 Basic Chemical Manufacturing | <input type="checkbox"/> 712 Telecommunication Services |
| <input type="checkbox"/> 254 Other Chemical Product Manufacturing | <input type="checkbox"/> K. Finance & Insurance |
| <input type="checkbox"/> 2543 Medicinal & Pharmaceutical Product | <input type="checkbox"/> L. Property & Business Services |
| <input type="checkbox"/> 2546 Cosmetic & Toiletry Preparation | <input type="checkbox"/> M. Government Administration & Defence |
| <input type="checkbox"/> 26 Non-Metallic Mineral Product Manufacturing | <input type="checkbox"/> 81 Government Administration |
| <input type="checkbox"/> 27 Metal Product Manufacturing | <input type="checkbox"/> 82 Defence |
| <input type="checkbox"/> 28 Machinery & Equipment Manufacturing | <input type="checkbox"/> N. Education |
| <input type="checkbox"/> 281 Motor Vehicle & Part Manufacturing | <input type="checkbox"/> O. Health & Community Services |
| <input type="checkbox"/> 282 Other Transport Equipment Manufacturing | <input type="checkbox"/> 86 Health Services |
| <input type="checkbox"/> 283 Photographic, Medical & Scientific Equipment | <input type="checkbox"/> 861 Hospitals & Nursing Homes |
| <input type="checkbox"/> 284 Electronic Equipment Manufacturing | <input type="checkbox"/> 862 Medical & Dental Services |
| <input type="checkbox"/> 285 Electrical Equipment & Appliance Manufacturing | <input type="checkbox"/> 863 Other Health Services |
| <input type="checkbox"/> 286 Industrial Machinery & Equipment Manufacturing | <input type="checkbox"/> 864 Veterinary Services |
| <input type="checkbox"/> 29 Other Manufacturing | <input type="checkbox"/> P. Cultural & Recreational Services |
| <input type="checkbox"/> 294 Other Manufacturing | <input type="checkbox"/> Q. Personal & Other Services |
| <input type="checkbox"/> 2941 Jewellery & Silverware Manufacturing | <input type="checkbox"/> Other, Please Specify _____ |
| <input type="checkbox"/> 2942 Toy & Sporting Good Manufacturing | |
| <input type="checkbox"/> 2949 Manufacturing n.e.c. (not elsewhere classified) | |

Important Note

- You must advise GS1 Australia in writing when your company moves into a new revenue category as this may affect your fee calculation for ensuing years.
Turnover is deemed to be the aggregate Australian based revenue of your organisation including all related sub-companies for a twelve month period, regardless of the number of products utilising the GS1 System.

What is your annual turnover ? _____

Please select the fee category that applies to you and the month that you will join GS1 Australia.

FEE CATEGORY B		Full Membership												
Turnover Band:	Joining Fee (\$)	Annual Fee (\$)	Pro-rata annual fee for joining in month*											
			Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
< \$1M	285.00	528.00	528.00	484.00	440.00	396.00	352.00	308.00	264.00	220.00	176.00	132.00	88.00	44.00
\$1M - \$5M	560.00	660.00	660.00	605.00	550.00	495.00	440.00	385.00	330.00	275.00	220.00	165.00	110.00	55.00
\$5M - \$10M	560.00	756.00	756.00	693.00	630.00	567.00	504.00	441.00	378.00	315.00	252.00	189.00	126.00	63.00
\$10M - \$50M	560.00	867.00	867.00	794.75	722.50	650.25	578.00	505.75	433.50	361.25	289.00	216.75	144.50	72.25
\$50M - \$100M	825.00	2,840.00	2,840.00	2,603.33	2,366.67	2,130.00	1,893.33	1,656.67	1,420.00	1,183.33	946.67	710.00	473.33	236.67
\$100M - \$500M	825.00	6,250.00	6,250.00	5,729.17	5,208.33	4,687.50	4,166.67	3,645.83	3,125.00	2,604.17	2,083.33	1,562.50	1,041.67	520.83
\$500M - \$1B	825.00	7,350.00	7,350.00	6,737.50	6,125.00	5,512.50	4,900.00	4,287.50	3,675.00	3,062.50	2,450.00	1,837.50	1,225.00	612.50
\$1B - \$10B	825.00	8,825.00	8,825.00	8,089.58	7,354.17	6,618.75	5,883.33	5,147.92	4,412.50	3,677.08	2,941.67	2,206.25	1,470.83	735.42
\$10B +	825.00	12,650.00	12,650.00	11,595.83	10,541.67	9,487.50	8,433.33	7,379.17	6,325.00	5,270.83	4,216.67	3,162.50	2,108.33	1,054.17

* Amortised monthly fee excluding Joining fee.

Electronic Product Codes

Subscription Membership provides the right to membership of GS1 EPCglobal. This encompasses subscription to the GS1 EPC network, assignment and/or registration of electronic product codes and advice and information through the GS1 EPCglobal network.

GS1 EPCglobal subscription membership is provided on an opt-in basis and can be invoked at any time with a once off registration fee payment of \$60.00 (exc GST).

If you wish to register your GS1 EPCglobal subscription now, please tick this box

Note

GS1 Identification Keys and Bar Code Numbers are initially allocated as follows:

< \$50M Turnover	10,000
> \$50M Turnover	100,000

GS1 standardly issues numbers from your allocation in 1,000 number increments.

Additional Bar Code Numbers can be allocated to you on request at any time, and after payment of applicable fees.

If you require additional numbers now please tick this box

CALCULATE YOUR FEES PAYABLE

Joining Fee (\$)
Plus Monthly Fee (\$)
GS1 EPCglobal Subscription Registration (optional)
Sub Total (\$)
10% GST (\$)
TOTAL

STEP 7 Payment Methods

Total payment including joining fee, GS1 EPCglobal subscription registration fee and GST \$ _____

Direct Debit - Please contact GS1 Australia for a Direct Debit Application Form or download a form from www.gs1au.org

Credit Card

Visa M/C Amex Diners

Card Holder Name

Card Number

 - - -

Expiry Date

 -

Signature _____

Cheque Number

 -

EFT Please fax your application along with a Remittance Advice to +61 3 9558 9551

GS1 Australia Bank Details

Bank National Australia Bank

Account Name GS1 Australia Ltd.

BSB No. 083 266

Account No. 69615 7718

Please return the completed application form with payment to GS1 Australia Ltd, Locked Bag 2, Mt Waverley Victoria, 3149

Notes

1. Direct Debit discounts are not applicable to the initial and pro-rata annual fee but are applicable to all other transactions.
2. Credit card processing fees apply when paying by credit card. Current processing fees are:
VISA 2% Master Card 2% AMEX 2.6% Diners 4%. These fees will be applied by GS1 when processing the payment.

STEP 8 Signature Approval

- Your GS1 Company Prefix will be sent to you upon receipt of your completed application form and payment of appropriate fees. The GS1 Company Prefix allocated to your company is exclusively for your use - you must not assign, licence or allow its use by any other company.
- Your subscription membership & licence may be terminated if your account is not paid annually or if you do not abide by GS1 Australia specifications and guidelines. If you wish to cancel your Subscription Membership & Licence you must advise GS1 Australia by completing the appropriate termination form. Cancellation will result in the withdrawal of the right to use GS1 Identification Keys.

I/We _____ have read and understood, and shall abide by, the Terms and Conditions of the GS1 Australia Subscription Membership & Licence Agreement. The Company hereby agrees to adhere to the GS1 specifications and guidelines, abide by the rules of GS1 Australia and pay the appropriate licence fees due 1st of July annually.

Signature _____ Date _____

Full Name _____ Title _____

GS1 Australia Subscription Membership & Licence Agreement

– Terms & Conditions

NOTE: The Subscription Membership & Licence Agreement sets out the terms and conditions relating to the use of GS1 Identification (ID) Keys and Bar Code Symbols and other Authorised GS1 Data Carriers. The applicant must acknowledge that they have read, understood and agree to be legally bound by them. The Subscription Membership & Licence Agreement does not take effect until the Licence Application has been received and accepted by GS1 Australia Limited (herein after referred to as GS1) and GS1 has notified the applicant of such acceptance.

1. Membership and Grant of Licence

- 1.1 You are hereby accepted as, and Your Licence Application constitutes an application to be, a subscriber member of GS1.
- 1.2 GS1 grants You a non-exclusive non-transferable licence to use the GS1 System solely for the Authorised Uses.

2. Term

The Licence and these terms and conditions come into effect for You on the date on which GS1 notifies You of its acceptance of Your Licence Application and continues for the duration of the current financial year (1 July - 30th June) or until terminated as provided in clause 11. It may be renewed annually subject to Your compliance with this Subscription Membership & Licence Agreement including payment of the annual Fee.

3. Fees

- 3.1 You must pay the Fee to GS1 annually in advance within 30 days of the date of GS1's invoice.
- 3.2 GS1 may, from time to time, increase the Fee by written notice. Publication of the increased Fee on GS1's website shall constitute written notice of such increase. Your continued use of the GS1 System after such notice shall constitute acceptance of such increase.
- 3.3 Where Items bearing GS1 ID Keys issued and/or registered to You are already in the supply chain at the time this Subscription Membership & Licence Agreement is terminated, notwithstanding such termination, You will remain liable for a fee equivalent to the then current Fee on a pro-rata basis for the period that those Items continue to be in the supply chain beyond any annual period for which a Fee has already been paid. You must pay such pro-rata fee within 30 days of the date of GS1's invoice in respect of such fee.
- 3.4 If You are overdue in payment of any amount, GS1 may charge an administration fee for any overdue amount at the rate of fifty Australian dollars (\$50.00) (exclusive of GST) plus all costs and expenses incurred by its mercantile agents in respect of anything instituted or being considered against You as a liquidated sum (which You hereby acknowledge is a genuine pre-estimate of the costs of GS1 in collecting such amount), together with interest calculated at a rate equivalent to two percent (2%) higher than the rate for the time being fixed under Section 2 of the *Penalty Interest Rates Act 1983 (Vic)* from (and including) the date the payment was due until (but excluding) the date it is received in full (together with administration fees and interest).
- 3.5 GS1 reserves the right to charge a fee in relation to bank processing charges imposed on GS1 in respect of payments for this agreement.

4. GST and Other Taxes

- 4.1 All amounts payable under this Subscription Membership & Licence Agreement are exclusive of GST.
- 4.2 If a party making a supply under this Subscription Membership & Licence Agreement (the 'Supplier'):
 - (a) is liable to pay GST on that supply; and
 - (b) the fee or charge stated in this Subscription Membership & Licence Agreement for that supply does not expressly include GST,then the party receiving the supply must pay the Supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.3 GS1 will issue a tax invoice to You for the Fee.
- 4.4 You must pay all other taxes imposed in Australia in respect of this Subscription Membership & Licence Agreement.

5. Your Obligations

- 5.1 You must:
 - (a) not at any time during the term of this Subscription Membership & Licence Agreement, or after its termination, do or omit to do anything whereby GS1's goodwill, trade or business may be prejudicially affected or brought into disrepute;
 - (b) comply with the standards set out in the GS1 manuals/guidelines and such other directions in relation to use of the GS1 ID Keys, Electronic Product Codes and Authorised GS1 Data Carriers as GS1 may give from time to time.
- 5.2 To assist in authentication of GS1 ID Keys and Electronic Product Codes still in circulation, You must, on request, provide to GS1 details of:
 - (a) all GS1 ID Keys and Electronic Product Codes issued and/or registered to You that have been applied by You, or for or on behalf of You, in the previous twelve months; and
 - (b) all GS1 ID Keys, Electronic Product Codes (whether or not issued and/or registered to You) and Authorised GS1 Data Carriers that You have processed in the previous twelve months.
- 5.3 You represent and warrant to GS1 that Your Licence Application is true, accurate and complete, in every particular.

6. Use of GS1 ID Keys, Electronic Product Codes and Authorised GS1 Data Carriers and other Intellectual Property

- 6.1 You:
 - (a) may use only GS1 ID Keys and Electronic Product Codes (if applicable) for the Authorised Uses;
 - (b) must not apply any GS1 ID Keys or Electronic Product Codes issued and/or registered by GS1 to any other person (**Issued Company**) in respect of an Item to identify, track or trace any Item or thing other than that Issued Company's Item;

- (c) must not use any numbers that copy (in whole or in part) any numbers comprised in the GS1 System or that are similar in appearance so as to confuse, or to be likely to confuse, persons that the numbers are associated with in any way the GS1 System;
- (d) must only apply the GS1 ID Keys or Electronic Product Codes (if applicable) issued and/or registered to You in respect of Your Items;
- (e) must not alter any GS1 ID Keys or Electronic Product Codes (if applicable) in any way;
- (f) recognise GS1's title to the GS1 ID Keys, Electronic Product Codes, Authorised GS1 Data Carriers and the GS1 System and related intellectual property and must not at any time do, assist any other person to do, or allow to be done, any act or thing which may in any way invalidate, challenge, contest or impair GS1's rights in regards to GS1 ID Keys, Electronic Product Codes, Authorised GS1 Data Carriers and the GS1 System or related intellectual property;
- (g) must not permit or procure anyone else to apply the GS1 ID Keys or Electronic Product Codes (if applicable) issued and/or registered to You to any thing (other than to Items being trade items manufactured for You under contract);
- (h) must ensure that the Products bear all proprietary notices that GS1 may require from time to time;
- (i) must not sell, transfer or assign (or attempt to sell, transfer or assign) the GS1 ID Keys or Electronic Product Codes (if applicable) issued and/or registered to You by GS1.

7. Use of Trademarks for Marketing /Promotion

With GS1's prior written consent, You may use the GS1 Trade Marks for marketing and promotion of the Products. You must ensure that the Trade Marks are reproduced only in accordance with the manner, form and other guidelines specified to You by GS1 from time to time.

8. Indemnity

You agree to indemnify GS1 against all claims, suits, losses, damages or costs suffered or incurred by GS1 as a result of Your conduct, Your use of the GS1 ID Keys, Electronic Product Codes or Authorised GS1 Data Carriers, or any breach of these terms and conditions (including, without limitation, any representation or warranty) by You (except to the extent caused by GS1's negligence or wilful misconduct).

9. Limitation of Liability

- 9.1 To the maximum extent permitted by law:
 - (a) all terms, conditions and warranties which would otherwise be implied into this contract are excluded; and
 - (b) where any implied term may not be excluded, GS1 limits the liability for breach of that term to the resupply or payment of the cost of resupply of the relevant services.
- 9.2 To the full extent permitted by law, GS1 excludes all liability (whether arising in negligence, breach of contract or breach of any law) in connection with this Subscription Membership & Licence Agreement for any indirect or consequential loss or damage, including lost profits and revenue.
- 9.3 To the full extent permitted by law, GS1's total liability to You for loss or damage of any kind arising out of this Subscription Membership & Licence Agreement which is not excluded by clause 9.2 is limited, for any and all claims, to the total Fee paid during the 12 month period prior to the relevant liability accruing.

10. Privacy and Confidentiality

- 10.1 GS1's commitment to privacy is set out in the 'Privacy Statement' (available at www.gs1au.org). You acknowledge that You have read and understood the Privacy Statement and consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement.
- 10.2 You acknowledge that, whilst individuals may unsubscribe from certain communications, one (1) individual must be nominated at all times to receive communications from GS1 in relation to Your subscription membership (including, without limitation, GS1's newsletter to subscriber members).
- 10.3 You must always keep confidential and secure and not use or disclose any information of GS1's that is identified as, or would reasonably be expected to be, proprietary, confidential or commercially sensitive except as permitted by this Subscription Membership & Licence Agreement. You must only disclose that information:
 - (a) to the extent necessary to perform Your obligations under this Subscription Membership & Licence Agreement and on a 'need-to-know' basis only;
 - (b) if GS1 authorises it in writing; or
 - (c) as required by law.
- 10.4 You agree that GS1 may make any inquiries it deems necessary to investigate Your creditworthiness including undertaking inquiries with financial institutions, credit reporting agencies, any personal credit and/or consumer credit information providers (Sources). You authorise the Sources to disclose any information concerning Your creditworthiness in its possession to GS1. You agree that GS1 may disclose any information in its possession concerning Your creditworthiness to the Sources (including, without limitation, information as to whether You are in default of payment of any Fees).

GS1 Australia Subscription Membership & Licence Agreement – Terms & Conditions (continuation)

11. Termination

- 11.1 GS1 may terminate this Subscription Membership & Licence Agreement immediately by giving notice if:
- You fail to pay any Fee by its due date;
 - You commit a breach of Your obligations under this Subscription Membership & Licence Agreement;
 - You are declared bankrupt, go into liquidation, have a receiver or other controller appointed, or (being a company) are wound up otherwise than for the purpose of a reconstruction; or
 - the GS1 Master Australian Licence is terminated or GS1 otherwise ceases to hold the necessary licence rights to issue GS1 ID Keys or Electronic Product Codes in Australia.
- 11.2 In any other circumstances:
- GS1 may terminate this Subscription Membership & Licence Agreement by giving six months written notice to You;
 - You may terminate this Subscription Membership Licence Agreement by giving six months written notice to GS1 on a standard GS1 Subscription Membership Termination Notification Form, or copy thereof, signed by an authorised representative of your organisation
- 11.3 Termination of this Subscription Membership & Licence Agreement does not relieve either GS1 or You from liability arising from any prior breach of the terms of this Subscription Membership & Licence Agreement.

12. Consequences of Termination

- 12.1 On termination of this Subscription Membership & Licence Agreement, Your rights under this Licence Agreement terminate and You must:
- immediately cease applying the GS1 ID Keys, Electronic Product Codes (if applicable) and Authorised GS1 Data Carriers to any of Your Items from the termination date; and
 - within 7 days, pay to GS1 all amounts due to GS1 under this Subscription Membership & Licence Agreement at the termination date.
- 12.2 You are not entitled to any rebate or refund of the Fee or any other fees or charges paid under this Subscription Membership & Licence Agreement, unless this Agreement expressly states otherwise.
- 12.3 The termination or breach of this Subscription Membership & Licence Agreement does not affect those provisions, which by their nature survive termination, including clause 3.3, 3.4, 3.5, 8, 9, 10, 15 and 16.
- 12.4 On termination or breach of this Subscription Membership & Licence Agreement for any reason (including, without limit, the non payment of fees payable hereunder) You expressly authorise and allow GS1 to make reasonable enquiries with third parties (including, without limit, retailers) to ascertain whether You are acting in breach of this Subscription Membership & Licence Agreement and, in particular, clause 12.1 hereof.

13. Training

You are required to attend an initial basic training session to familiarise Yourself with the GS1 System. If the initial basic training is attended within 12 months of the date the subscription membership was granted then it will be provided free of charge. You may elect to attend other training courses and sessions, attendance at which may attract fees and charges.

14. Electronic Product Codes

If You wish for this Subscription Membership & Licence Agreement to include use of Electronic Product Codes as part of the GS1 System, You must make an election to that effect on the Licence Application or by written notice to GS1 Australia in a form approved by GS1 for that purpose.

15. Notices

- 15.1 All notices and other communications in connection with this Subscription Membership & Licence Agreement:
- must be in writing; and
 - take effect from the time they are received unless a later time is specified.
- 15.2 If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Australia).
- 15.3 If sent by facsimile, notices and other communications are taken to be received at the time shown in the facsimile transmission report as the time that the whole facsimile was sent.
- 15.4 Notices for You will be sent to the address specified on Your Licence Application (or such other address as You may notify GS1 of from time to time). Notices for GS1 must be sent to the Chief Executive Officer of GS1 at GS1's address as notified

to You from time to time.

16. General Provisions

- 16.1 This Subscription Membership & Licence Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 16.2 This Subscription Membership & Licence Agreement is governed by the law in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that place.
- 16.3 A provision of this Subscription Membership & Licence Agreement or a right created under it may not be waived except in writing, signed by the party giving the waiver.
- 16.4 GS1 may vary the terms and conditions of this Subscription Membership & Licence Agreement at any time by providing not less than one (1) month's written notice to You. Publication of amended terms and conditions of this Subscription Membership & Licence Agreement on GS1's website shall constitute written notice to You. Any such variation notified by GS1 takes effect immediately after such notice period (unless a later date is specified in the notice). If You do not accept the variation to the terms and conditions, You may terminate this Agreement by written notice to GS1 at any time prior to such variation taking effect. Your continued use of the GS1 System after such notice shall constitute acceptance of these amended terms and conditions.
- 16.5 You must not assign, transfer or sublicense Your rights or obligations under the Licence or this Subscription Membership & Licence Agreement generally without the prior written consent of GS1. GS1 may require, as a condition to its consent to any transfer of Your rights under the Licence, the provision to GS1 of a completed and signed transfer form in respect of the transfer of rights, in such form as may be required by GS1 from time to time.
- 16.6 We may offer Additional Products and Services, for which we may charge You additional fees and charges (in addition to Fee) and which will be subject to separate terms and conditions.
- 16.7 If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be read down so that is valid and enforceable (or, if it cannot be so read down, severed) so that the validity and enforceability of the remaining provisions are not affected.

17. Definitions

These meanings apply to this Agreement unless the contrary intention appears:

'Additional Products and Services' means all products and services provided by GS1 other than the GS1 System, including, without limitation, all training, testing, consultancy and data synchronisation services (such as GS1net).

'Authorised GS1 Data Carriers' means data carriers designed to carry the GS1 ID Keys and other attribute information in a machine readable form and includes two dimensional and three dimensional Bar Code Symbols and radio frequency identification (RFID) tags.

'Authorised Uses' means use in Your ordinary business operations in connection with the identification, tracking and tracing of Items at any point in the supply chain.

'Bar Code Symbols' means the GS1 data carriers designed to carry the GS1 ID Keys and other attribute information in a machine readable form.

'Electronic Product Codes' means, in respect of a subscriber member of GS1, the specific range of electronic product codes issued and/or registered to that member by GS1 in accordance with the GS1 Master Australian Licence and any additional related information issued to that member by GS1 in accordance with the EPCglobal standards.

'Fee' means the fee for subscription membership payable annually by You to GS1 specified in the Licence Application (as varied from time to time according to clause 3.2).

'GS1' means GS1 Australia Limited ABN 67 005 529 920, a company limited by guarantee.

'GS1 International' means GS1 association international sans but lucratif, a company incorporated in Belgium.

'GS1 Master Australian Licence' means the exclusive licence granted GS1 International to GS1 to issue GS1 ID Keys and Electronic Product Codes in Australia.

'GS1 Identification (ID) Keys' or **'GS1 ID Keys'** means, in respect of a subscriber member of GS1, the GS1 Company Prefix and associated range of identification numbers that are issued and/or registered to that member by GS1 in accordance with the GS1 Master Australian Licence and any additional related information issued to that member by GS1 in accordance with the GS1 System's technical standards.

'GS1 System' means:

- the system of issuing GS1 ID Keys and Barcode Symbols in accordance with the GS1 Master Australian Licence;
- if You have made an election in accordance with clause 14 of this Subscription Membership & Licence Agreement, the system of issuing Electronic Product Codes;
- electronic business messaging systems, but expressly excludes all Additional Products and Services.

'GST' means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.

'Item' means a trade item, process, service, shipment, asset, entity or location.

'Licence' means the licence granted by GS1 to You to use the GS1 ID Keys and (if applicable) Electronic Product Codes under clause 1 of this Subscription Membership & Licence Agreement.

'Licence Application' means the application whereby You applied to be issued and/or registered for GS1 ID Keys and (if applicable) Electronic Product Codes and to which this Subscription Membership & Licence Agreement relates.

'Subscription Membership & Licence Agreement' means this Subscription Membership & Licence Agreement.

'Trade Marks' means the trademarks associated with GS1 and/or the GS1 System.

'You' means the individual, company, corporation or other legal entity named in the Licence Application. 'Your' has a corresponding meaning.



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