**Terms of business and conditions of participation
of GS1 Switzerland for the use of GEPIR PREMIUM (hereinafter: 'GEPIR')**

### I. Range of GEPIR services

The service provided by GS1 Switzerland in the context of GEPIR involves the provision of business data provided to them by GS1 members.

The business data provided via GEPIR is used only to cross-check in-house customer and supplier data to ensure a smooth flow of data and goods and meets the information needs of public institutions and private individuals connected with the GS1 identification systems (GTIN, GLN). Any other use of the data than those described herein requires express permission from GS1 Switzerland.

GS1 Switzerland reserves the right to develop GEPIR further. The user will be informed of any resulting functional changes in a timely manner, i.e. at least two months before the change comes into effect. The user shall bear any costs incurred in adapting to the functional changes.

GS1 Switzerland reserves the right to hire third parties to operate GEPIR. GS1 Switzerland assumes no liability for any misconduct on the part of the operators. GS1 Switzerland also refuses all liability for costs incurred by faults and subsequent faults arising from improper use or manipulation of GEPIR or with other users of GEPIR.

Communication access to GEPIR is possible in accordance with the rules laid down by GS1 Switzerland. The technical installations and resources required for access are not covered by this contract. It should be noted that GS1 Switzerland cannot check the compatibility of or changes to the user's technical installations and resources. GS1 Switzerland therefore refuses all liability for damages arising from shortcomings, defects and/or incompatibilities between the user's technical installations and resources and the GEPIR network access provided by GS1 Switzerland.

### II. Establishing GEPIR Premium network access

1.  The order to establish network access to GEPIR must be made in writing and is only considered an offer by GS1 until its acceptance. With it, the user acknowledges these terms of business and conditions of participation in their current version and all documents mentioned herein.
2.  GS1 Switzerland shall decide on the acceptance of the order to establish network access.
3.  If the order is accepted by GS1 Switzerland, use of GEPIR is justified. Upon acceptance by GS1, a contract is concluded between GS1 Switzerland and the applicant.
4.  GS1 Switzerland shall grant the contract partner access to the GEPIR PREMIUM network immediately after approval of the application and payment of the first annual licence fee.

Fachverband für nachhaltige Wertschöpfungsnetzwerke
Association professionnelle pour les réseaux durables de création de valeur
Associazioni di settore per la creazione di valore sostenible
Industry association working for sustainable value networks

**III Obligations of the GEPIR user**

The user undertakes to pay the licence fees to GS1 Switzerland annually. Licence fees for the use of GEPIR Premium are charged annually at the start of the calendar year. The fees must be paid to GS1 Switzerland no later than 30 days after receipt of the invoice. All amounts exclude VAT.

The licence fees for use of GEPIR Premium are based on the user's company turnover and the GS1 Switzerland membership:

**Annual licence fee**

| Turnover band in million CHF | Annual licence fee in CHF GS1 Switzerland member (incl. GS1 system use) | Annual licence fee in CHF GS1 Switzerland basic members and non-members |
|---|---|---|
| 0 to 599 | 1,000.- excl. VAT | 2,000.- excl. VAT |
| From 600 | Included in the GS1 system use fee | 3,000.- excl. VAT |

Participants (from industry, trade, service sector, etc.) who are legally independent and keep their own accounts are subject to licensing.
"Turnover" for the purposes of the licence agreement is the total turnover of the company/group for which the GEPIR data is used.
In the first year of participation in GEPIR Premium, depending on the date on which the contract is concluded, a proportionate licence fee must be paid based on the remaining full months of the calendar year.

The user undertakes to use the data only in accordance with the general terms of use, i.e. not to transfer evaluations and company databases (or individual items of data) to third parties, reproduce, transfer, overwrite, duplicate, copy or transfer data to other data carriers for any other purposes, use data for commercial address evaluation or disclose commercial information.
GS1 Switzerland has the right to block the user's access to the GEPIR network at any time and without prior notice if the user transfers the company data provided to third parties inappropriately or uses it for purposes which are not expressly permitted in these terms of business and conditions of participation. The user is liable without limit towards GS1 Switzerland for damages arising from misuse.
Data entered by the GEPIR user must meet the general GS1 specifications. The user is solely responsible for the accuracy and currency of the data entered.

**IV. Liability**

GS1 is under no obligation towards users to check the accuracy and completeness of the data provided. GS1 assumes no responsibility for the accuracy and completeness of the data provided. Any liability of GS1 Switzerland for damages caused by internet or telecommunications connection failures is excluded.
Access to GEPIR may be temporarily interrupted for reasons pertaining to the system, such as maintenance. GS1 Switzerland shall endeavour to inform the user as early as possible. GS1 Switzerland assumes no liability for subsequent costs incurred by the user as a result of such interruptions.

## V. Changes to the terms of business and conditions of participation and termination

Objectively necessary changes to these terms of business and conditions of participation are made during the year and come into effect for the user from the start of the following financial year (= calendar year). However, the user must be given six months' notice before the end of the financial year.

Each user can terminate his or her participation, observing a notice period of three months to the end of the year. The termination shall come into effect upon receipt of a written letter to GS1 Switzerland.
Upon termination by the user, access to the network shall be automatically blocked after the notice period has expired.

Termination of the contract by GS1 Switzerland is only possible for good cause, e.g. owing to non-payment of the licence fee, sustained breach of these terms of business and conditions of participation or threat to the proper functioning of the systems.
The invalidity of an article in this contract does not invalidate the entire document.

## VI. Place of jurisdiction and performance

The place of jurisdiction and performance is Bern.

Bern, March 2009