

Terms and conditions for the use of MyRegistry

Art. 1 General information

- a. MyRegistry is a tool within the GS1 System for the structured recording, management and display of product data, both offline and online, and for the exchange of such data in e-commerce.
- b. The use of the GS1 System is regulated in detail in the GS1 General Specifications (with the latest version available in English at: <https://www.gs1.org/gen-specs>). Furthermore, any additional national provisions are binding. All documents are available on GS1 Switzerland's website (www.gs1.ch). The user undertakes to use the GS1 System in accordance with the regulations. The terms and conditions of use of the GS1 System, version of December 2007, of the Association GS1 Switzerland also apply.

Art. 2 Use

- a. Use of MyRegistry is online, in direct connection with use of the GS1 System. Registration and/or use indicate the user's acceptance of the present terms and conditions of use.
- b. Users agree to the transfer of the product attributes (product data) made available by them to MyRegistry. In addition, users agree to the publication by GS1 Switzerland of the product data they upload according to the purpose of the tool, for example in the global GS1 Registry, the Verified by GS1 search tool and in trustbox.
- c. When generating product information, users have the option to publish the product data transferred in the global MyRegistry or may dispense with publication.
- d. In the event that GS1 Switzerland determines that product data which was forwarded to

MyRegistry is in breach of these terms and conditions of use (e.g. infringes the property rights of third parties), appropriate measures may be taken (e.g. temporary or permanent removal of the above-mentioned data from MyRegistry and/or access to MyRegistry may be blocked).

- e. No additional fees apply for using MyRegistry.

Art. 3 User responsibilities

- a. Users shall continually keep their product data in MyRegistry up to date, complete, accurate and of an appropriate quality, and make any necessary changes in MyRegistry without delay.
- b. If a user is acting on behalf of a trademark owner (e.g. as a distributor, reseller, agent or other service provider) when generating, updating, managing and/or delivering the data of their trademark owner, the user must be able to provide evidence at all times upon GS1 Switzerland's request that this is in agreement with the trademark owner.
- c. Any misuse of MyRegistry may result in the termination of use without notice and in claims for damages by GS1 Switzerland. In particular, the unauthorised publication of inaccurate information or products represents misuse.

Art. 4 GS1 Switzerland responsibilities

- a. GS1 Switzerland provides the user with access to MyRegistry. Access is based on allowing for routine maintenance. At no time does GS1 Switzerland accept liability or guarantee that MyRegistry is free from defects or will work without interruption.

Art. 5 Data protection

- a. GS1 Switzerland may use the user's personal contact details for its own marketing purposes, however, these will not be passed on to third parties. In the event that personal data is processed under the contractual agreement, GS1 Switzerland will only process such data and – where necessary – forward such data to its agents to the extent that this is required for contractual performance.

Art. 6 Liability

- a. Users are liable for the product data they publish in MyRegistry and fully indemnify GS1 Switzerland on first request in the event of claims by third parties arising from the infringement of third party rights.
- b. Irrespective of the legal basis, GS1 Switzerland, GS1 AISBL and/or any other GS1 member organisation are only liable to users for wilful damage and gross negligence. Liability for slight negligence is excluded.
- c. Any liability on the part of GS1 Switzerland, GS1 AISBL and/or any other GS1 member organisation for data loss and indirect or consequential losses, such as loss of profit, unrealised savings, additional expenses of the user, or third party claims, is excluded.
- d. Neither GS1 Switzerland, GS1 AISBL, nor any other GS1 member organisations represent or warrant that MyRegistry and the product data are suitable for any regulatory purpose, including without limitation any regulatory reporting requirements in the healthcare sector.

Art. 7 Cancellation

- a. All users may only terminate access to MyRegistry by cancelling the use of the GS1 System. The relevant terms and conditions of use must be

adhered to.

- b. Irrespective of termination of access to MyRegistry, GS1 Switzerland has the right to keep the product data made available by the user. As standard, such data is displayed but marked as no longer being updated. However, the user may request that GS1 Switzerland no longer display the data.

Art. 8 Changes to the terms and conditions of use

- a. GS1 Switzerland has the right to make changes to these terms and conditions of use at any time. Changes come into force at the start of a calendar year, provided that users are notified of these in an appropriate form (e.g. by direct notification to users and/or on the website of GS1 Switzerland) no later than three months prior to the end of the current calendar year.

Art. 9 Applicable law and place of jurisdiction

- a. Swiss law applies. The place of jurisdiction is Berne.

Berne, october 2020
