



GS1Lib Mobile Basic TERMS OF USE

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1. Definitions

GS1 HU: is the Hungarian member and sole representative of the international organisation GS1 AISBL, that is, GS1 HUNGARY is a Globális Azonosító és Kommunikációs Rendszereket Működtető Közhasznú Nonprofit Zártkörűen Működő Részvénytársaság (Non-profit Company Limited by Shares Operating Global Identification and Communication Systems) (registered office: 1139 Budapest, Fáy utca 1/B., company registration no.: 01-10-045991).

GS1 Lib: is a digital rulebook promoting the appropriate use of the GS1 standards, tracking any possible modifications, managing and interpreting the complexity of the description of the standards, which contains the exact and up-to-date training methods, the rules of application as well as the display thereof.

GS1 Lib Mobile Basic: The basic version of GS1 Lib optimized to mobile devices which enables the user to receive, interpret and forward data without the validation thereof.

User: The person downloading the GS1 Lib Mobile Basic application, who, by accepting the present terms of use, shall be entitled to use the GS1 Lib Mobile Basic application.

2. Accepting the present terms of use

1. The User, by downloading and using GS1 Lib Mobile Basic, or by other implicit conduct expressing the acceptance of the present terms of use, accepts that, with regard to GS1 Lib Mobile Basic, he shall be subject to the present terms of use.

2. **PROVIDED THAT YOU DO NOT ACCEPT THE PRESENT TERMS OF USE, DO NOT DOWNLOAD THE GS1 LIB Mobile BASIC APPLICATION, DO NOT USE IT, AND, IF YOU HAPPEN TO HAVE DOWNLOADED THE GS1 LIB MOBILE BASIC APPLICATION, DELETE IT FROM YOUR SYSTEM.**

3. By accepting the present terms of use, a licence agreement shall be established between the User, as licensee, and between GS1 HU, as the author of GS1 Lib Mobile Basic, and as licensor. The license agreement shall become effective on the day of the acceptance of the present terms of use by the User.

4. GS1 HU as licensor and User as licensee are the only parties to the licence agreement, consequently, GS1 HU and the User shall hereinafter be referred to as 'Parties'.

5. Under the licence agreement GS1 HU grants User permission to install and use GS1 Lib Mobile Basic with the terms and limitations specified herein.

6. In case of any questions, complaints or claims related to the Application, User may turn to the following institution:

name: GS1 MAGYARORSZÁG Nonprofit Zrt.

address: H- 1139 Budapest, Fáy utca 1/B., Hungary

phone no.: +36-1-4123940

e-mail address: helpdesk@gs1lib.com

3. General provisions

1. By accepting the present terms of use, User only obtains the permission for the use of the applicable GS1 Lib Mobile Basic with limitations and exclusions specified in the present terms of use; he does not acquire the ownership of the applicable GS1 Lib Mobile Basic, or the GS1 Lib, or of any other development, application, solution, product or standard owned by GS1 or by GS1 HU. GS1 HU reserves any rights which are not explicitly granted to the User.
2. GS1 Lib Mobile Basic enables the User to receive, interpret, set the resolution of, and forward data without validating the data. The intended use of the application is the only purpose for which the User may lawfully use GS1 Lib Mobile Basic.

4. The Purpose and Content of the Licence. Limitations

1. Under the present terms of use, the license obtained by the User with regard to GS1 Lib Mobile Basic, is limited to a non-transferable license. The User is not entitled to sell or assign the obtained licence, furthermore, he is not entitled to sell, assign, transfer, lend, lease, sell on, grant licence to use, or sublicense GS1 Lib Mobile Basic.
2. The licence regarding GS1 Lib Mobile Basic granted to the User under the present terms of use is not limited in time; however, GS1 HU is entitled to withdraw the licence at any time. The licence granted to the User under the present terms of use is not restricted by territory.
3. The licence regarding GS1 Lib Mobile Basic granted to the User under the present terms of use is not exclusive.
4. The User is not entitled to copy, decrypt, break up, supplement or modify GS1 Lib Mobile Basic or any parts thereof. Nevertheless, the User is entitled to integrate GS1 Lib Mobile Basic – without any modifications of the extent or content thereof – in his own developments as SDK (software development kit). The User is not entitled to create new SDKs by the use of GS1 Lib Mobile Basic, or to support such creation with GS1 Lib Mobile Basic.
5. In case of integrating GS1 Lib Mobile Basic into any software of his own development, the User undertakes to inform GS1 HU with no delay of the product, software or development so created with the help of GS1 Lib Mobile Basic. Informing GS1 HU shall mean that the User shall inform GS1 HU in writing of the creation, purposes, main features, and planned use of the product, software or development created by the use of GS1 Lib Mobile Basic of any extent. GS1 HU, as the author of GS1 Lib Mobile Basic, reserves the right to have its name displayed on the product, software or development created by the User as described above. GS1 HU also reserves its other rights with regard to the product, software or development created by the User as described above.
6. The User is not entitled to use GS1 Lib Mobile Basic for any unlawful purposes, so, especially but not exclusively, he may not use GS1 Lib Mobile Basic to create a software, solution or development, whose purpose is for unlawful use, or which has an unlawful content of any kind.
7. PARTIES EXPLICITLY SET FORTH THAT THE USER DOES NOT ACQUIRE INTELLECTUAL PROPERTY RIGHTS OF GS1 LIB MOBILE BASIC, GS1 LIB OR OTHER PRODUCTS CREATED BY GS1 HU, SUCH RIGHTS BEING EXPLICITLY RESERVED BY GS1 HU. THE USER IS ONLY ENTITLED TO USE GS1 LIB MOBILE BASIC IN COMPLIANCE WITH THE PROVISIONS OF THE PRESENT TERMS OF USE, FOR THE PURPOSE AND WITH THE LIMITATIONS SPECIFIED HEREIN.
8. GS1 reserves the right to extend, accentuate, or in any other way modify, suspend, remove or terminate the access to GS1 Lib Mobile Basic or any independent functions thereof without notice. The User acknowledges that GS1 HU is entitled to remove or withdraw GS1 Lib Mobile Basic for an indefinite period of time at any time, in any event and with no notice or liability whatsoever.

9. GS1 HU grants the User the rights of use as regards GS1 Lib Mobile Basic. Based on the acquired users licence, the User is not entitled to modify in any way, decrypt, sublicense, or misuse GS1 Lib Mobile Basic. Based on the present terms of use and on the licence granted to the User, the User is only entitled to use the GS1 Lib Mobile Basic application or to integrate it as SDK into the software developed by the User. The User assumes full liability for breaching the obligations under this paragraph.

10. GS1 HU does not assume liability to maintain version control of GS1 Lib Mobile Basic. Furthermore, GS1 HU does not assume liability to ensure the continuation of services, thus only GS1 HU is entitled to determine whether it wishes to continue to provide the service or the time it wishes to modify or terminate it.

5. The validity and termination of the agreement

1. The agreement concluded by accepting the present terms of use may be terminated by the mutual consent of the Parties or with a 15 day notice period by either party.

2. GS1 HU is entitled to terminate the present licence agreement with immediate effect in case of the User's serious breach of contract.

3. In case of termination of the present licence agreement, the User shall terminate the use of GS1 Lib Mobile Basic with no delay; in case of termination with notice, the application shall be terminated at the end of the notice period and deleted from any and all electronic equipment. In such cases the User is not entitled to any damages whatsoever.

6. Miscellaneous

1. Parties agree that if the User provides personal data to GS1 HU upon the termination of this Terms of Use the User may request the deletion of his personal data from the database of GS1 HU.

2. Parties, with regard to their legal relationship for the use of GS1 Lib Mobile Basic, agree that the Hungarian law shall be applicable to the present terms of use and to the authorised use permitted on its basis, with the exclusion of the relevant conflict rules. Provided that any provision or part of the terms of use loses its effect, or for any other reason may not be enforced, the part not affected by the invalidity sustains its full effect.

3. Parties agree that in case of legal disputes they shall primarily tally their standpoints through negotiation. Provided that this proves to be ineffective, Parties, for the settlement of any legal dispute arising from the present terms of use, including its breach, termination, validity or interpretation, submit to the exclusive jurisdiction of the Permanent Arbitral Tribunal attached to the Hungarian Chamber of Trade subject to the condition that the Arbitration Court acts under the terms set out in its own Rules of Procedure. With regard to the present Agreement the Hungarian law shall be applicable with the exclusion of the principles and provisions of the international private law (conflict law). The language of the proceedings is Hungarian. The number of arbitrators shall be three.

4. Parties agree that GS1 HU is entitled to unilaterally modify or amend the present terms of use by means of its publication on the following website:

<http://gs1lib.com>

The User is entitled to be informed of the modification at least 15 days before it comes into effect. If the User expresses his protest of any type within 15 days of the effective information, this shall be interpreted under his statement in a way, that he wishes to sustain the legal relationship with the contested content or that he wishes to terminate the legal relationship with notice as set out in Section VI. In such cases the content contested by the User shall be regarded as a proposal made by the User, on which GS1 HU is entitled to make his statement within 15 days. In the absence of an explicit statement of acceptance, it shall be assumed that GS1 HU rejected the User's proposal. In such cases GS1 HU is entitled to terminate the present agreement (terms of use) with a separate formal statement. In the absence of the User's objection within the above time limit, it shall be assumed that the User accepted the modification. The abovementioned right of modification includes but is not limited to the following: modifications made in order to meet GS1 HU's own legal or contractual obligations, modifications in the software.