Terms of use for trustbox® by GS1 Switzerland

1. Area of application

1.1. These terms of use govern the legal framework for relationships between the association GS1 Switzerland (hereinafter referred to as "GS1 Switzerland") and trustbox users in Switzerland

1.2. These terms of use and the privacy statement are binding for all users. By signing the application, users accept these terms of use and the privacy statement. Both documents thus form an integral part of the contractual agreement between users and GS1 Switzerland.

2. Subject of the agreement

2.1. The subject of these terms of use is the use of the services offered by GS1 Switzerland via trustbox both now and in the future under the user agreements concluded with the customers. The contract conditions between the parties are defined by these terms of use, the relevant fee regulations and the user contracts concluded with the customers.

2.2. With trustbox, GS1 Switzerland offers users a platform on which master data concerning all manner of different products can be uploaded and obtained for a fee via a protected Internet connection. In order to use trustbox, customers must be members of GS1 Switzerland and have a correctly licensed GS1 core number (GCP: Global Company Prefix) or individually assigned GTINs.
When trustbox was introduced, its use was limited to pre-packaged food items. GS1 Switzerland can extend its use to other product groups at any time, in which case it will inform trustbox users in writing.
GS1 Switzerland guarantees the trustworthiness of its sources and the authenticity/origins of the data. The data suppliers are exclusively responsible for the content of the data. A third party is responsible for operating and maintaining the database from a technical point of view.

2.3. GS1 Switzerland provides the system and interfaces as a neutral service provider and guarantees secure access to the data. The database and ongoing updates to the data stored on it enable data suppliers to communicate the data needed, for example, in the long-distance transport of pre-packaged food items, in a standardised and uniform way via a neutral platform and to provide interested parties with direct access to the product data. The platform serves as a source of secure and unedited product information to be used for all manner of different purposes by data users and ultimately individual consumers as well.

2.4. GS1 Switzerland ensures that the data only comes from authorised data suppliers and that it can only be entered and edited by representatives appointed by these suppliers or by you. The data suppliers are responsible for ensuring that the information they enter is correct.

2.5. The database content is updated regularly in line with technical and organisational conditions. For the purposes of protecting the standard of quality, however, GS1 Switzerland also has the right to expand or restrict the database content at any time as a result of technical or economic developments.

3. Definitions

3.1. As a minimum, the term **product data** refers to the information printed on packaging and wrapping as a minimum requirement in accordance with statutory provisions.

3.2. For the purposes of these terms of use, **data suppliers** are parties to the agreement with GS1 Switzerland who have duly signed a user agreement for the trustbox service in the role of data supplier.

3.3. The term **data users** refers but is not limited to the parties to the agreement who have duly signed the user agreement for the trustbox service in the role of data user.

3.4. The term **pre-packaged food items** refers to food items that have been wrapped or packaged before delivery to consumers, restaurants, large-scale kitchens, company canteens or similar facilities and that cannot be modified without the wrapping or packaging being opened or altered.

4. User rights and obligations

4.1. Under the user agreement and in accordance with these general terms of use, GS1 Switzerland grants users the non-exclusive right, which shall not be transferable to third parties and shall be limited to the term of the user agreement, to use the database to which they have access for its intended purpose. The intended purpose involves researching and displaying search results for individual products and their product data and using and downloading this information. It also involves uploading, expanding and updating new products along with the complete and correct product data relating to these products as well as publishing this data on the database.

4.2. In accordance with Section 4.7 below, the data user is entitled to use, save, print or forward the database content for their own purposes.

4.3. Data users must check the data on trustbox for changes on a daily basis and accept these changes.

4.4. A detailed description of the mandatory fields for the product data is given in the document entitled "User handbook for trustbox".

4.5. The data supplier is responsible for ensuring that all the data they send and receive via trustbox is up to date, complete and correct throughout the term of the agreement.

4.6. Incomplete data must be corrected, expanded or completely deleted within a reasonable period after notification by GS1 Switzerland. If the data supplier fails to do so, GS1 Switzerland reserves the right to delete the relevant data itself. GS1 Switzerland is not obliged to accept data other than that which is sent via a secure connection or to make its own enquiries as regards the content of said data.

4.7. Users are not permitted to use the database content supplied by GS1 Switzerland via the platform in any way which deviates from the above descriptions or to upload any product data which deviates from the above descriptions. In particular but not exclusively, the following uses are deemed impermissible and thus constitute misuse of the product data:

- Supplying out-of-date product data for the products stored on trustbox;

- Supplying product data of which the data supplier is not the owner or for which they do not hold information sovereignty;

- Supplying product data from trustbox that is more than 24 hours old and of which updated versions are available on trustbox;

- Data users modifying product data supplied by data suppliers;

- Systematic use of the data for commercial purposes, in particular selling product data that has not been further edited or expanded;

- Publishing product data which could be taken as incomplete, misleading or improper by the recipient because it has been distorted by adding or omitting data;

- Using or including product data in tests, test reports and comparative publications which breach the "Fairness in commercial communication" test guidelines published by the Schweizerische Lauterkeitskommission (Swiss Commission for Fairness) in April 2001.

4.8. Users are obliged to treat as confidential all access data issued by GS1 Switzerland and to protect it against unauthorised third parties. The right of use shall only be granted to parties to the trustbox agreement with GS1 Switzerland and may not be assigned to other group companies, or to other legal entities or private individuals with any other connection to the user.

4.9. Users shall ensure that they comply with the technical requirements governing access to the platform and shall take the necessary precautions to secure their systems.

4.10. If GS1 Switzerland finds reasonable evidence to believe that the user is misusing trustbox, if such a misuse is reported by a third party or if GS1 establishes that a party to the agreement is not complying with the abovementioned requirements, GS1 can, in accordance with its assessment of the situation, request that the offending party use trustbox in conformity with the law and the user agreement, cease to provide the service without prior notice or compensation or terminate the agreement extraordinarily in accordance with Section 5.3 without notice or compensation. GS1 further reserves the right to claim compensation for damage where applicable.

5. Concluding an agreement, agreement term and termination, amending agreements and penalties

5.1. The relationship governed by the agreement between GS1 Switzerland and users is deemed concluded when the individual applications are signed and shall come into force on the date agreed in the application. Standard user agreements with data suppliers, data users or combinations of the above are sent to users as a simple form to be signed.

5.2. Relationships governed by agreements can be terminated at any time by written notice with a notice period of three months. Both the customer and GS1 Switzerland have the right to ordinary termination.

5.3. The right of both parties to terminate the agreement without notice for good reason shall not be affected by Section 5.2 above. Good reason includes in particular:

a) The party to the agreement continues to upload product data which violates the above descriptions despite prior written warnings from GS1 Switzerland;

b) The party to the agreement continues to misuse the database content provided by GS1 Switzerland via the platform despite prior written warning from GS1 Switzerland.

5.4. In the event of termination without notice in accordance with Section 5.3 letters a) and b), GS1 Switzerland is also entitled to require that the party to the agreement pay a penalty of CHF 10,000. GS1 is also entitled to claim compensation for damage or disgorgement from the other party. Any annual contributions already paid shall not be refunded.

5.5. The user has the right to block access to their data immediately after GS1 Switzerland terminates the agreement.

5.6. GS1 Switzerland reserves the express right to review and amend these terms of use at regular intervals. Customers shall be informed of any amendments and addenda to these terms of use in writing. They shall be notified at least four months before such amendments and addenda come into force, with the customer having the option at any time to terminate the agreement, giving due notice, and thus to avoid the new terms of use applying to them.

6. Data protection and processing

6.1. GS1 Switzerland and the parties to the agreement, their employees, support staff and any third parties they have involved undertake to comply with the provisions of the Swiss Federal Act on Data Protection at all times. This includes carrying out the necessary technical and organisational safety measures. The party to the agreement must ensure that their employees and any third parties who use their services and systems comply with the relevant provisions. The party to the agreement is responsible for informing the people involved and their business partners that data concerning them will be processed and, if necessary, shall obtain the necessary consent, including authorisation to transfer responsibility for data processing to GS1 Switzerland. GS1 Switzerland shall only collect, store and process data that is required for the purposes of performing its services, ensuring safe operations and infrastructure and issuing invoices. The partner consents to GS1 Switzerland monitoring and analysing their user behaviour.

6.2. If GS1 Switzerland collaborates with third parties to perform a service, GS1 may disclose the transmitted data to third parties, insofar as this is necessary in order to execute the agreement or issue invoices. The party to the agreement expressly agrees that GS1 Switzerland may store, handle and disclose the data they transmit, both concerning their company and their products. To this end and in compliance with the relevant statutory regulations, GS1 Switzerland is entitled to transmit this data abroad if necessary. GS1 Switzerland shall comply with the applicable legislation when handling data.

6.3. The data supplier agrees that the product data they upload may be published in line with the purpose of the platform and viewed and downloaded directly by registered data users and consumers. They also agree for the product data to be transferred automatically to the global GS1 Source network at a given time and thus to be accessible from all over the world.

6.4. Users accept that GS1 Switzerland can store and, if necessary, process customer data (customer identification, user information and user data) in machine-readable form. GS1 Switzerland shall treat as confidential any details about queries raised by users. GS1 Switzerland is entitled to use this data for the purposes of user management and administration as well as for market research.

6.5. Users should also refer to GS1 Switzerland's privacy statement.

7. Intellectual property

7.1. trustbox is a registered trademark and the intellectual property of GS1 Switzerland. GS1 Switzerland or authorised third parties shall retain all rights to existing intellectual property or those arising when the agreement is executed concerning services and products relating to trustbox. The customer's use of the intellectual property is limited to the agreed purposes.

8. Guarantee

8.1. GS1 Switzerland guarantees that all services in accordance with the affected user agreement and its integral components shall be performed with the greatest possible care, reliability and availability and in a professional manner.
GS1 Switzerland also guarantees that the data contained on trustbox has been supplied exclusively by parties to the trustbox agreement and has been uploaded or processed exclusively by the parties themselves or by a third party representing them.

8.2. The entire database content has been made available to trustbox by the various data suppliers and assumed by GS1 Switzerland for use as part of its services. GS1 Switzerland shall not accept any responsibility for the accuracy or completeness of the database content supplied by third parties.

8.3. While trustbox is available 24 hours a day as a basic principle, GS1 Switzerland does not accept any responsibility for ensuring that trustbox is available without interruption, that a connection to the servers can always be established or that the stored data shall remain stored under all circumstances.
The trustbox service is provided and managed via a platform run by a third-party provider. Although users shall be informed of any scheduled interruptions as early on as possible, the provider is authorised to carry out at any time updates, amendments and maintenance work which could lead to an interruption to operations.

8.4. GS1 Switzerland is available Monday to Friday from 8 a.m. to 12 noon and 1.30 p.m. to 5 p.m. to provide you with any information or support you may need in relation to the service.

9. Liability

9.1. GS1 Switzerland shall only accept liability for any damage it causes by intent or gross negligence. GS1 Switzerland shall not accept any liability for any other direct damage. Liability for indirect damage is explicitly excluded in every case. To the extent permitted by law, any right to claim compensation for damage from GS1 Switzerland, its employees or bodies is restricted to a maximum amount equal to the annual fee per damage event.

9.2. **GS1 Switzerland** shall not accept any liability for damage suffered by parties to the agreement as a result of misuse or loss of the access data assigned to them. **Neither** shall it **accept** any liability for damage resulting from incompatibility of the end devices used by the customer with the system run by GS1 Switzerland or from an interruption to data being transmitted by the provider to the customer or from faulty access security.

9.3. **In the event of** disruptions to functions or system failures, GS1 Switzerland and the third parties responsible for the technical running of the platform shall endeavour to fix these problems as quickly as possible. GS1 Switzerland shall not accept any liability for damage that users may suffer as a result of a lack of availability of the trustbox service it runs.

9.4. Data users shall be exclusively responsible for their use of the query results. In particular, they shall be responsible for ensuring that updated data is accessed again within 24 hours at the latest. GS1 Switzerland shall not accept any liability whatsoever for any loss of profits or assets or any consequential damage resulting from use of the query results.

10.   General provisions

10.1. If one or several provisions of these terms of use are or become invalid and/or incomplete, it/they shall be replaced by a valid provision which, in its validity, most closely represents the invalid and/or incomplete provision(s). The invalidity and or incompleteness of a provision shall not affect the validity of the remaining provisions.

10.2. Swiss law shall exclusively apply to all legal relationships between GS1 Switzerland and trustbox users.

10.3. The exclusive place of jurisdiction in the event of any disputes shall be Bern.

10.4. The following documents and papers form an integral part of these terms of use:

- Application form for trustbox by GS1 Switzerland
- User handbook for trustbox by GS1 Switzerland

GS1 Switzerland, 21 April 2016