



TERMS AND CONDITIONS

- ✓ The subscription for GCP-7 and GCP-8 is for a period twelve (12) months, two (2) years or twenty four (24) months for GCP-9 and five (5) years for GCP-10 upon acceptance of GS1 Philippines.
- ✓ Entry fee is a one-time joining fee for new license subscribers. Thereafter, license subscribers are required to pay the annual fee only.
- ✓ You agree to pay penalties for any misrepresentation in your information, and GS1 reserves the right to suspend your GS1 License if you do not follow our policy or there are discrepancies and misrepresentation on the information that you will submit to us.
- ✓ Having joined GS1 Philippines, the entrance fee and annual fees will not be refunded for any reason.
- ✓ While the Company Number has been assigned to you, it remains the property of GS1 Philippines and is available to you only as long as you remain a member subscriber, pay the appropriate fees and abide by the rules and regulations of GS1 Philippines.
- ✓ You accept the Data Privacy Policy and GS1 Activate Data Provider Agreement of GS1 Philippines found on its website, as well as the Terms of Use of the Data Out Solutions as you have given Data Recipient access to the GS1 Data Out services.
- ✓ You agree to maintain a correct record of all your product data, and keep this information up to date with GS1.
- ✓ You understand that when you uses GS1 Keys to identify a product that may be characterized as a medical device under the laws of the country where such product is marketed as a "Medical Device" you agree that: (a) you will inform GS1 upon applying for GS1 License that you are going to use the GS1 Key to identify a Medical Device and in which country the related product will be marketed; (b) you will be and shall at all times remain responsible for the information about the Medical Device provided by it to GS1 and for compliance with any applicable regulatory obligations and shall ensure any information provided to GS1 is accurate and up to date all times.
- ✓ Should you cease to remain a member subscriber for any reason, your Company Number will be cancelled and may be reallocated. By signing this agreement, you undertake to indemnify GS1 Philippines against all claims and demands (and any expenses thereof) which may be made against GS1 Philippines should you allow your Company Number to be used by any third party or for illegal purpose, or upon terminating your membership subscription, continue to use the Company Number without the consent of GS1 Philippines.
- ✓ Should you wish to rejoin GS1 Philippines after termination of membership subscription, you would be regarded as a new license subscriber and you are required to pay all the required fees.

LICENSE AGREEMENT

1. **We** _____, **apply and**
 (Company Name)
- maintain license subscription to GS1 Philippines, Inc.**
2. We agree to abide by the rules and regulations of GS1 Philippines and terms and conditions of the License Agreement which in general requires the licensee to use the Company Number given; not to permit its use to any other person or organization; to use only the short digit numbers (GTIN-8) issued by GS1 Philippines; and to comply with the technical standards set in the GS1 Philippines manuals/guidelines.
3. We acknowledge that if we fail to pay the License (Annual) fees in each year or to observe the GS1 Philippines rules and regulations, or any term of the License, GS1 Philippines will charge interest fee for late payment, and the GS1 Philippines License will be terminated.
4. We further acknowledge and agree that our right to use the Company Number ceases immediately upon termination of our membership subscription together with this licensing agreement, or if we otherwise infringe the intellectual property or other rights of GS1 Philippines, we will be liable to GS1 Philippines for any loss or damage to it as a result.
5. Notwithstanding any termination of the License or our License Membership Subscription by GS1 Philippines, we agree that the provisions of paragraph four (4) above will continue to be in full force and will be binding on us.
6. We do hereby authorize the undersigned to sign for and behalf of the corporation, any and all instruments regarding the products and services of the GS1 Philippines, Inc.

Printed Name of Company: _____

Printed Name of CEO/Pres./
Owner/Authorized Signatory: _____

Signature: _____

Date Signed: MM - DD - YYYY

Printed name & Signature of Witness

Printed name & Signature of Witness