

General Terms and conditions for use of GS1 Sweden's API

1. Introduction

- 1.1 These General Terms and Conditions ("Terms and Conditions") govern the use of the Application Programming Interface(s) ("the API") that GS1 Sweden AB ("GS1") provides to its customers. An API is a set of defined rules and methods through which external systems can interact with and access the services and data provided by GS1.
- 1.2 The use of the API enables efficient integration, automation, and customization of services, creating added value and efficiency for GS1's customers. The API is designed to simplify and enhance the interaction between GS1's systems and the customer's systems or applications.
- 1.3 These Terms and Conditions serve as an amendment to the service agreement(s) regarding the use of GS1's services which have been entered into between GS1 and GS1's customer ("Service Agreement"). The Service Agreements continue to apply under the terms and conditions set forth in the Service Agreements.
- 1.4 These Terms and Conditions become part of the parties' agreement when the customer accepts them in the manner specified on www.gs1.se.

2. License grant

- 2.1 Subject to the terms and restrictions set forth in these Terms and Conditions and in the Service Agreements, the customer is granted a worldwide, non-exclusive, non-assignable, revocable, royalty free license to the API limited to the functions that GS1 provides within the API at any given time, for the purpose of facilitating the provision and sharing of and access to information in accordance with the Service Agreements.
- 2.2 The API is provided with the security, performance, and functionality that GS1 deems appropriate, without warranties or representations regarding its security, reliability, timeliness, availability or performance. Provisions regarding the availability of GS1's IT systems are found in the Service Agreements.
- 2.3 GS1 may, at its discretion, modify or release new versions of the API or these Terms and Conditions, and require the customer to use and comply with the latest version. If a subsequent version is not acceptable to the customer, the customer may discontinue the use of the API at any time. Continued use of the API by the customer shall be deemed acceptance of any updates or changes. The customer can always view the most recent update of these Terms and Conditions on www.gs1.se.
- 2.4 Changes to the license as per section 2.3 may include the introduction of fees as compensation for the use of the service. Should this occur, GS1 will notify the users separately.

3. Requirements on use

3.1 A more detailed description of the customer's use of each API is available in the service description on www.gs1.se.

3.2 The customer undertakes not to:

- i) transfer, convey or disclose the API key to any third party, or use codes obtained under these Terms and Conditions for access to GS1's computers, databases, networks, or other systems after the expiry or termination of these Terms and Conditions;
- ii) modify, destroy, filter, disable, or in any way disrupt functions in the API;
- iii) transmit viruses, worms, trojan horses, or other similar harmful software;
- iv) infringe upon the intellectual property rights of third parties;
- v) use the API for purposes other than those stated in section 2.1;
- vi) use the API in any way other than through the technical interfaces and methods provided by GS1;
- vii) use the API to replace data storage or access to data in the customer's IT environment, for example, by directly providing data to public websites or to applications operated by the customer through the API;
- viii) use the API in a manner that directly or indirectly opposes or obstructs the purpose of GS1's services or GS1;
- ix) hinder or disrupt the servers and networks providing the API or carry out mass calls except on isolated occasions;
- x) use the API in any way other than according to the user instructions provided by GS1, or use the API in a manner that, in GS1's reasonable opinion, disparages, infringes or dilutes the name, trademarks, logos, domain names and other distinctive brand features of GS1 or GS1's customers;
- xi) use the API in any other manner than as is legal, proper and in accordance with these Terms and Conditions.

3.3 The customer further commits to ensuring that the computers and systems used for connecting to GS1's API have an adequate level of cybersecurity.

4. Limitation of liability and indemnification

4.1 The customer understands and accepts that the use of the API is at their own discretion and risk and agrees that GS1 and its partners, despite reasonable efforts, cannot ensure the API's availability, security, functionality, or

performance at every given moment. Therefore, the customer agrees not to hold GS1 and its partners liable for any direct, indirect or any other damages resulting from the use or the inability to use the API.

- 4.2 The customer agrees to indemnify and hold harmless GS1 against any third party claim arising from or otherwise related to the customer's use of the API in violation of these Terms and Conditions.

5. Intellectual property rights

- 5.1 The customer acknowledges and agrees that GS1 and its partners own all legal right, title and interest, including without limitation all intellectual property rights, to the API, and that the customer shall not acquire any right, title or interest in the API except as set forth in these Terms and Conditions.

6. Processing of personal data

- 6.1 The customer agrees that GS1 has access to data regarding the customer's use of the API to the extent necessary to verify compliance with the Terms and Conditions or to maintain a high level of security.
- 6.2 The customer agrees that the customer's data in aggregated form and without being traceable back to the customer may be used by GS1 to evaluate and develop the API. This includes, but is not limited to, data on the customer's usage rate and how and when the customer uses the API. This data is combined with other customer data in aggregated form that GS1 has collected.
- 6.3 The customer agrees that in the event personal data is processed as part of the use of the API, such data will be processed by GS1 in accordance with the privacy policy in effect at any given time on www.gs1.se.

7. Term and termination

- 7.1 These Terms and Conditions shall take effect on the day the customer accepts the terms at www.gs1.se or in any other agreed manner and shall thereafter continue to apply as long as there is a valid Service Agreement between GS1 and the customer, and unless the Terms and Conditions are terminated or amended in accordance with the provisions of this section 7 or otherwise in accordance with these Terms and Conditions. Either party may terminate these Terms and Conditions at any time, in which case GS1 reserves the right to immediately revoke the customer's access to and terminate the customer's use of the API. GS1 also reserves the right to immediately revoke the customer's access to and terminate the customer's use of the API in the event the customer uses the API in violation of these Terms and Conditions. Additionally, GS1 reserves the right to at any time, for any reason, modify, interrupt, or discontinue the provision of all or parts of the API, whereby GS1 shall endeavor to notify the customer of such action within a reasonable time before its implementation. These Terms and

Conditions shall automatically cease to apply if there is no longer at least one valid Service Agreement between GS1 and the customer.

- 7.2 Upon termination of these Terms and Conditions for any reason, all license rights granted herein shall cease, and the customer must immediately cease using the API and delete them from their systems.