

# Terms of Use: End User License Agreement for the GS1 Healthcare Barcode Scanner App application

## I. Acceptance of Terms

1. By downloading or using the „GS1 Healthcare Barcode Scanner App” application, or by otherwise declaring your acceptance hereof, you agree to be bound by the present Terms of Use with regard to the Healthcare Barcode Scanner App application. The „GS1 Healthcare Barcode Scanner App” application shall hereinafter also be referred to as the Licensed Application. If you do not agree to the terms herein, do not download or use the Licensed Application.

2. By acceptance hereof, an End User License Agreement [EULA] shall be concluded by and between you, as Licensee [hereinafter referred to as „you” or „Licensee”], and **GS1 MAGYARORSZÁG Globális Azonosító és Kommunikációs Rendszereket Működtető Közhasznú Nonprofit Zártkörűen Működő Részvénytársaság** [official short company name: GS1 MAGYARORSZÁG Nonprofit Zrt.; registered office: H- 1139 Budapest, Fáy utca 1/B., HUNGARY; company registration no.: 01-10-045991], dedicated copyright-holder of the GS1 Healthcare Barcode Scanner App application, as Licensor [hereinafter referred to as „GS1 HUNGARY” or „Licensor”. GS1 HUNGARY hereby informs you that the IP rights including but not limited to the copyrights of the GS1 Healthcare Barcode Scanner App application are jointly owned by it and by GS1AISBL (registered office: 326 Avenue Louise (Box 10), B-1050 Brussels, Belgium), however GS1 HUNGARY is dedicated by the parties to maintain and operate the application and thus GS1 HUNGARY is entitled to enter into and to conclude the present End User License Agreement in its own name with you. The End User License Agreement shall enter into force on the day of your acceptance of the present terms of Use.

3. By acceptance hereof, **you represent and warrant that**

- (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and
- (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

4. Licensor and Licensee shall be the sole Parties to the End User License Agreement, and Licensor and Licensee shall hereinafter be jointly referred to as „Parties”. It is mutually acknowledged by the Parties in particular that the EULA is concluded between Licensor and Licensee only, and **not with Apple Inc.** [principal place of business: One Infinite Loop, Cupertino, California 95014, U.S.A., hereinafter referred to as Apple], **or Google Inc.** as the operator of Google Play [principal place of business: 1600 Amphitheatre Parkway, Mountain View California 94043, U.S.A., hereinafter referred to as Google] It is mutually acknowledged by the Parties that **GS1 Hungary, not Apple or Google, is solely responsible** for the Licensed Application and the content thereof. It is, however, also mutually acknowledged and agreed by the Parties that **Apple or Google, and Apple’s or Google’s subsidiaries, are third party beneficiaries** of the EULA, and that, upon the end-user’s acceptance of the terms and conditions of the EULA, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

5. Under the End User License Agreement, you shall be granted license to

- (a) install and use the GS1 Healthcare Barcode Scanner App application;

(b) use the records database hosted and operated by GS1 HUNGARY under the terms and conditions set forth below.

6. Licensee may address any questions, complaints or claims in connection with the Licensed Application to:

name: GS1 MAGYARORSZÁG Nonprofit Zrt.

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

tel. no.: +36-1-4123940

e-mail address: [info@gs1hu.org](mailto:info@gs1hu.org)

## II. General provisions

1. By acceptance hereof, you acquire only license to use, not ownership of the Licensed Application, with the scope of license, limitations and restrictions, and any and all other terms and conditions set forth herein. GS1 HUNGARY reserves all rights not expressly granted to you.

2. The Purpose of the use of the GS1 Healthcare Barcode Scanner App shall solely be to (1) check the encoding of GS1 barcodes, (2) survey for the presence of GS1 barcodes or the absence thereof and (3) to demonstrate the use of GS1 Digital Link. The Purpose is the sole purpose for which the GS1 Healthcare Barcode Scanner App application may legitimately be used. In order to pursue the activity with regard to the verification of GS1 identifiers using this GS1 Healthcare Barcode Scanner App, you are required to be in a legal relationship with a GS1 Member Organization allowing you to pursue this activity. In order to effectively use the GS1 Healthcare Barcode Scanner App application, you are required to have access to the records database hosted and operated by GS1 HUNGARY. You may initiate registration for use of the records database through the GS1 Healthcare Barcode Scanner App homepage:

<https://hbsa.gs1.org/>

3. GS1 HUNGARY shall only grant you access to the records database if it itself receives permission to do so from the GS1 Member Organization you are connected to, if such GS1 Member Organization is entitled to issue such permissions (by having accepted the Terms of cooperation for GS1 Member Organizations pertaining to the use of GS1 Healthcare Barcode Scanner App application).

4. The GS1 Healthcare Barcode Scanner App application is available for download and at no charge. You shall also not be charged for the process of registration referred to herein, either by GS1 HUNGARY, or the GS1 Member Organization involved. You shall also not be charged for use of the GS1 Healthcare Barcode Scanner App application or the records database by either GS1 HUNGARY, or the GS1 Member Organization involved.

5. Licensee must comply with applicable third party terms of agreement when using the Licensed Application. In particular, in the course of transmitting or receiving data by use of the application, the terms, including pricing terms, between Licensor and user and the relevant telecommunications services provider shall be complied with. Licensee acknowledges and accepts that during the term of the EULA, the volume of available data download or upload may be limited due to limitations imposed by telecommunications service providers. Check the terms of your agreement with your operator.

### **III. Exclusion of Licensee claims against Apple and Google**

1. In line with the provisions of Part I. hereof, Licensee accepts and Parties agree that Licensee shall have no claims against Apple or Google on the basis of any of the following.
2. GS1 HUNGARY shall be solely responsible for providing any maintenance and support services with respect to the Licensed Application, to the extent specified in the present EULA, or mandatorily required under applicable law. Parties mutually acknowledge that Apple and Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.
3. GS1 HUNGARY shall be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed herein. It is asserted by the Parties that in principle, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user (Licensee) may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; however, it is acknowledged by the Parties that the present Licensed Application is available for download at no charge. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of GS1 HUNGARY.
4. Parties mutually acknowledge that GS1 HUNGARY, not Apple or Google, is responsible for addressing any claims of the Licensee or any third party relating to the Licensed Application or the Licensee's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The present EULA shall not have the effect of limiting the liability of GS1 HUNGARY to the Licensee beyond what is permitted by applicable law.
5. Parties mutually acknowledge that, in the event of any third party claim that the Licensed Application or the Licensee's possession and use of that Licensed Application infringes that third party's intellectual property rights, GS1 HUNGARY, not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
6. Parties mutually acknowledge that neither Apple nor Google shall be liable for losses, damages or costs of any kind incurred by the Licensee or any other Party arising out of or related to any service suspension or discontinuation or any modification of the Licensed Application or any other services used by the Licensed Application (e.g.: Apple Maps Service, MapKit API)

#### **IV. Scope of License, Restrictions and Limitations: GS1 Healthcare Barcode Scanner App application**

1. The license hereby granted to the Licensee for the Licensed Application is limited to a non-transferable license to **install and use the Licensed Application on an iOS and Android Product** that the Licensee owns or controls and as permitted by the **Usage Rules set forth in the App Store Terms of Service and the Google Play Terms of Service**. You may not transfer or assign the License granted to you, or sell, assign, transfer, lend, lease, redistribute, license or sublicense the Licensed Application, to make the Licensed Application public or available to third persons in any way.
2. The license hereby granted to the Licensee for the Licensed Application is limited in its territorial scope insofar as the application may not be used in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country.
3. The license hereby granted to the Licensee for the Licensed Application is non-exclusive.
4. You may not copy, decompile, reverse engineer, disassemble, amend, modify, further develop or create derivative works (including but not limited to software or database solutions of any kind) of the Licensed Application or any part thereof.
5. You may only use the application for the Purpose defined in Art. II/2. hereof. In particular, on the basis of the present Terms of End User License Agreement GS1 Healthcare Barcode Scanner App application shall not be used for the following purposes or in the following manner:
  - use for commercial or entrepreneurial purposes;
  - mass downloads or listings of location data [location data, recordings of maps, coordinates etc.];
  - as a real-time navigational or route guidance application;
  - automatic or autonomous control of vehicle behaviour;
  - enterprise dispatch, fleet management, business asset tracking;
  - transmitting illegal content, especially content offending rights relating to copyright or intellectual property, content that is slanderous or otherwise offensive or illegal;
  - forwarding chain-letters or other spam;
  - downloading obviously illegal contents;
  - forwarding spyware and other malicious codes and programs, viruses;
  - use in another person’s name or with otherwise altered identity;
  - use with the purpose of advertising activity;
  - providing information for illegal activity in the course of the use of the application;
  - transmitting calls for illegal activity, especially for violence against another person or a group;
  - soliciting personal information from anyone under 18 or exploiting people under the age of 18 in a sexual or violent manner, or in violation of any law concerning child pornography or otherwise intended to protect the health and well-being of minors;
  - use for emergency or life-saving purposes;
  - trespassing or burdening network capacity;

- harvesting or misusing data provided by the Licensed Application.

6. In particular, Licensee acknowledges and accepts that the Licensed Application is not suitable for any purposes of navigation, route guidance, automatic or autonomous control of vehicle behaviour, real-time tracking or any similar purpose. **Location data may not be accurate.** Any improper use of the Licensed Application, including for purposes for which it is not suitable, is **solely at your own risk.**

7. In the course of the use of GS1 Healthcare Barcode Scanner App application other circumstances may cause alteration in the data gained by the use of the application.

8. Licensor reserves the right to extend, enhance, or otherwise modify or change, suspend, remove or disable access to the Licensed Application or any individual function or feature thereof at any time without notice. In the course of use of the GS1 Healthcare Barcode Scanner App application you acknowledge that the Licensor or Apple may remove the Licensed Application for indefinite time periods or cancel the Licensed Application at any time and in any case and without notice or liability.

9. Licensor hereby informs you that in case you run the Licensed Application on a device running Android (version 4.3 or later), the Licensed Application will have access to Google Maps API, whereas in case you run the Licensed Application on a device running iOS (version 9.0 or later), the Licensed Application will have access to use the Apple Maps Service. You acknowledge that the results you receive from the Google Maps API or Apple Maps Service [hereinafter referred to as: Map Data] may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data such as weather, road and traffic conditions, and geopolitical events. You shall not use the Licensed Application in a way that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example you shall not use or make available the Map Data, or any portion thereof, as part of any secondary or derived database. Map Data shall not be cached, pre-fetched, or stored by you other than on a temporary and limited basis. You may not be charged by GS1 HUNGARY for access to or use of the Apple Maps Service or Google Maps API.

## V. Acceptance of Google's Terms of Use

1. By accepting the EULA, including by use of the Licensed Application, user **Licensee** declares that it has become acquainted with and **agrees to be bound by the Google's Terms of Use.** and has accepted any and all limitations and exclusions included in it.

General Terms of Service:

<http://www.google.com/accounts/TOS>

2. Should the contract between the GS1 HUNGARY and the Google Inc. be terminated, Licensee acknowledges and accepts that henceforth some functions of the Licensed Application will no longer be accessible. Licensee is not entitled to any compensation on any legal basis in such an event.

## VI. Scope of License, Restrictions and Limitations: records database

1. The records database is protected by Hungarian Law. Compilation of the records database has been initiated by GS1 HUNGARY on its own behalf and at its own risk and expense, hence GS1 HUNGARY is deemed to be the creator of the records database. Formulation of content of the records database as well as checking and display thereof required significant expenses from GS1 HUNGARY. GS1 HUNGARY has not and will not intend to make the records database public.

2. GS1 HUNGARY, as the creator of the records database, expressly excludes that Licensee reproduce the entire or significant part of the content of thereof by duplication (hereinafter referred to as: copying) or make it available to the public in any way. Licensee shall be fully responsible for its own or any employee, agent, director or proxy's conduct that violates the present Article.

3. Persons, that have rightful access to the content of the records database may repeatedly and regularly copy such amount of data that forms an insignificant part of the database, especially to the extent required for the preparation, forwarding or use of the data of the report in the way set forth herein. GS1 HUNGARY reserves the right to change, suspend, remove or disable access to the records database or any individual function or feature thereof at any time without notice in case it is necessary to fulfill its contractual obligations.

4. In exchange for the rightful use of the records database, GS1 HUNGARY shall not claim any fee from any rightful user of the records database.

5. GS1 HUNGARY will do its utmost for the availability and accuracy of the data of the records database, however, because they are provided by individual users, GS1 HUNGARY shall not be liable for such data.

6. By rightful use of boundary point coordinates, GS1 HUNGARY may add location identification data to the data recorded in the records database. Boundary point coordinates are not available for the public and their mass download is prohibited, therefore GS1 HUNGARY does not deliver or undertake to deliver databases containing such data by making available the application.

7. The records database is hosted and operated in the closed computer system of GS1 HUNGARY, therefore access is denied unless it occurs after proper registration and under the conditions set forth herein.

8. Any Map Data may only be stored in the records database solely for the purpose of enabling the retrieval of the correctness of the location of the reports sent by the Licensee. Such storage of any Map Data shall only be on a temporary and limited basis. Unless otherwise notified on Licensor's homepage, Map Data shall be stored until the end of the retention period referred to in Art. VII.

9. hereof.

## **VII. Data protection: privacy policy of GS1 HUNGARY pertaining to the GS1 Healthcare Barcode Scanner App application**

1. Your privacy is important to GS1 HUNGARY. In the course of your use of the GS1 Healthcare Barcode Scanner App application, GS1 HUNGARY shall comply with all applicable privacy and data protection laws and regulations. GS1 HUNGARY takes precautions — including administrative, technical, and physical measures, as reasonably available given the current state of technology — to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction. Personal information is data that can be used to uniquely identify or contact a single natural person.

2. You accept and agree that GS1 HUNGARY shall be entitled to collect, use and disclose your personal as well as other information in accordance with the following data protection provisions, for legitimate purposes. The place of storage and management of data shall be Hungary.

3. In the course of **registration** for access to the records database hosted and operated by GS1 HUNGARY – as foreseen in Art. II/2. of the Terms of Use: End User License Agreement for the GS1 Healthcare Barcode Scanner App application (EULA), your personal data you are requested to provide on the registration interface will be recorded and stored by GS1 HUNGARY. By accepting the EULA, you provide your consent to the collection of your personal data and for its use for purposes herein defined, or otherwise allowed for by the applicable law.

4. In the course of your use of the GS1 Healthcare Barcode Scanner App application, **your location data may be collected and transmitted as follows**. If you press „Upload” when using the application, you will file a record pertaining to the given test of verification of the use of GS1 identifiers performed by you to the records database hosted and operated by GS1 HUNGARY. The record will include your location data at the time of report filing. **By acceptance of the EULA, you acknowledge to be notified of the collection of your location data in this manner and provide your consent thereto**. GS1 HUNGARY shall not collect your location data otherwise. Your location data collected in the above foreseen manner may be combined with your personal data on the records database in a manner accessible to GS1 HUNGARY. Such combined data may only be used for supervision and monitoring of your activities relating to verification of the use of GS1 identifiers. However, GS1 HUNGARY hereby informs you that in the course of your use of the GS1 Healthcare Barcode Scanner App application you may prohibit the collection of information concerning your precise location data by disabling the location service on your device. In this case by pressing “Upload” when using the application the Licensed Application will not send information concerning your precise location to the record database.

5. GS1 HUNGARY may use your (Licensee's) personal or device data for lawful purposes only, and only to provide services or functions directly relevant to the use of the GS1 Healthcare Barcode Scanner App application (Licensed Application). Personal data may be used, in particular:

- to obtain consent of a GS1 Member organization for registration of the Licensee, as foreseen in Art. II/3 of the EULA;
- to monitor and supervise Licensee's use of the Licensed Application, including verification of your compliance with the provisions of the present EULA;
- for the transmission of important notices from GS1 HUNGARY to the Licensee;
- in the course and for the purpose of enforcing any claim against Licensee on the basis of infringement the EULA;
- for internal purposes such as auditing, data analysis, and research to develop and improve the Licensed Application;
- in case you are designated as a Supervisor End User, your name and e-mail address may be disclosed to other End Users from your company in order for them to be notified of your identity.

6. Your personal data may be disclosed to third persons as follows. Your personal data may be disclosed to the GS1 Member Organization you claim to be associated with in the course of the registration process for GS1 HUNGARY to acquire consent of that GS1 Member Organization for your registration. In the course of your use of the GS1 Healthcare Barcode Scanner App application, your personal data may be disclosed to the GS1 Member Organization you are associated with, to allow for supervision and monitoring of your activities. It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for GS1 HUNGARY to disclose your personal information. GS1 HUNGARY may also disclose information about you if GS1 HUNGARY determines that disclosure is reasonably necessary to enforce its terms and conditions or protect its operations or users. Additionally, in the event of a reorganization, merger, or sale GS1 HUNGARY may transfer any and all personal information we collect to the relevant third party.

7. Your personal data (your name, location data and Member Organization) may be disclosed to other users of the application in case they use the Survey function of the GS1 Healthcare Barcode Scanner App. In case you use the Survey function of the GS1 Healthcare Barcode Scanner App, personal data (name, location data and Member Organization) of other users of the application may be disclosed to you. Such personal data may be used only for the following purpose: the data subject user may be contacted by the data receiving user if any clarification is needed in connection with the record filed by the data subject user.

By accepting the present EULA you give your consent to such use of your personal data and undertake to use the personal data disclosed to you solely for the purposes defined in this section of the present EULA.

8. In case you submit personal information through your use of the GS1 Healthcare Barcode Scanner App application or the records database at your own initiative, notably by selecting a unique personal identifier as user name, your personal data may be accessible to all legitimate users of the records database. Please take care to guard your own personal information.

9. GS1 HUNGARY may collect, use, transfer, and disclose non-personal information for any lawful purpose. The collection, use, transfer, and disclosure of your device data shall, however, fall under the same provisions as your personal data.



10. **Your consent may be withdrawn.** Your consent to the collection, use and retention of your data granted by acceptance of the EULA as regulated herein may be withdrawn at any time. Please notify GS1 HUNGARY of the withdrawal of your consent through the following contacts:

name: GS1 MAGYARORSZÁG Nonprofit Zrt.

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

tel. no.: +36-1-4123940

e-mail address: [info@gs1hu.org](mailto:info@gs1hu.org)

10. Upon withdrawal of your consent, GS1 HUNGARY shall immediately cease collection, use, transfer and retention of your personal data, including location and device data, and may only retain such data in an aggregated form no longer allowing for unique identification or contacting any single natural person. The present provision shall not be applicable if and to the extent that retention and disclosure of your data is mandatorily required for under the applicable law; of the withdrawal of your consent does not prevent GS1 HUNGARY from enforcing legitimate claims against you on the basis of infringement of the EULA. **Upon withdrawal of your consent, you shall no longer be able to use the GS1 Healthcare Barcode Scanner App application.**

11. For the purposes of providing the GS1 Healthcare Barcode Scanner App application, GS1 HUNGARY is using Google Maps API in case you run the Licensed Application on a device running Android (version 4.3 or later) and Apple Maps Service in case you run the Licensed Application on a device running iOS (version 9.0 or later). In the course of your use of the GS1 Healthcare Barcode Scanner App application, data pertaining to your use, including your location, may be collected, used and disclosed by Apple Inc. or by Google Inc. in accordance with their own terms and conditions, for lawful purposes. **By acceptance of the EULA, you acknowledge to be notified of the collection of your data in this manner and provide your consent thereto. Please consult the following documents:**

Apple Inc. Privacy Policy:

[www.apple.com/privacy/](http://www.apple.com/privacy/)

Google Inc. Privacy Policy:

<http://www.google.com/intl/en/privacy/privacy-policy.html>

12. The matters not regulated herein are subject matter of the connected Privacy Notice of GS1 HUNGARY, which is the Annex No.1 of the present EULA. The Privacy Notice of GS1 HUNGARY is also available at:

<https://hbsa.gs1.org/privacy>

13. In case you become aware of any privacy infringements, leaks, breach of the present Privacy Policy or the connected Privacy Notice, please notify GS1 HUNGARY immediately by use of the contact information set forth herein.

### **VIII. Liability for breach of contract, exclusion of liability and warranties**

1. The Licensee is liable fully and without limitation for the unauthorized or improper use of the Licensed Application. The use is especially unauthorized, if the present EULA is for any reason deemed not to be accepted by the Licensee, if the Licensee is not registered as stipulated in Arts. II/2. and II/3. hereof, or if the use transgresses any limitations or restrictions set forth herein, or in other documents referred to herein, or is in any way infringing upon the terms and conditions set forth herein or in other documents referred to herein, or is otherwise in violation of any applicable legal rules or regulations.

2. The Licensee is liable fully and without limitation for damages towards the GS1 HUNGARY in case of unauthorized or improper use as defined herein, or under the applicable law. In particular, in case a third party enforces any claim against the GS1 HUNGARY based on any legal basis or on any legal relationship on grounds arising as a result of Licensee's unauthorized or improper use of the application, the Licensee shall be liable to indemnify GS1 HUNGARY in accordance with the Hungarian rules on the assumption of debts.

3. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE LICENSED APPLICATION AND THE RECORDS DATABASE IS AT YOUR SOLE RISK.

4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND THE RECORDS DATABASE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND THE RECORDS DATABASE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

5. LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OR USE OF THE LICENSED APPLICATION AND THE RECORDS DATABASE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED BY THE SAME WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, OR THAT THE LICENSED APPLICATION WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE LICENSED APPLICATION MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. In particular, Licensor does not guarantee or warrant the continuous retrieval of data from the GEPiR network by the use of GS1 Healthcare Barcode Scanner App application, and regarding the correctness of the data GS1 Hungary does not guarantee or warrant that the data retrieved are correct or suitable for the purposes of the Licensee. GS1 HUNGARY cannot guarantee or warrant the continuous availability of the Licensed Application, and the correctness or continuous availability of the data downloaded and transmitted during the use of the Licensed Application or otherwise managed in the Records Database.

6. YOU FURTHER ACKNOWLEDGE THAT THE LICENSED APPLICATION IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR ACCESSIBLE THROUGH THE LICENSED APPLICATION AND THE RECORDS DATABASE OR IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE LICENSED APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. Parties reaffirm that the sole legitimate purpose for which the application may be used is the Purpose as defined in Art. II/2. hereof.

7. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR, APPLE, THEIR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE LICENSED APPLICATION, ANY PART OF THE LICENSED APPLICATION (E.G.: THE APPLE MAPS SERVICE OR THE GOOGLE MAPS API) AND THE RECORDS DATABASE ON ANY LEGAL BASIS, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

8. You are hereby notified that the exclusion or limitation of liability does not pertain to the liability for breach of contract harming life, health or causing bodily harm, nor does it pertain to liability for breach of contract caused intentionally, gross negligently or by criminal offense.

9. Parties declare and Licensee agrees and accepts that Licensee is adequately compensated for exclusion or limitation of liability by Licensor by the fact that the Licensed Application is available for installation and use at no charge and that the records database is available for use at no charge. Licensee declares that, in line with the Purpose as defined in Art. II/2. hereof, he acquires license to use of the Licensed Application and records database solely for purposes of his professional activities, and he therefore does not qualify as a consumer.

## **IX. Term and termination of contract**

1. The EULA concluded by acceptance hereof may be terminated by mutual agreement of the Parties or by ordinary termination by either Party. The notice period shall be 15 days.

2. GS1 HUNGARY is entitled to terminate EULA with immediate effect, in case of the termination of contracts concluded by and between GS1 HUNGARY and Google Inc. or Apple Inc. for any reason, furthermore in the unexpected event of Licensee's serious breach of contract.

3. In the event of termination of the EULA – or in case of ordinary termination after the notice period expires –, the Licensee shall promptly cease the use of the GS1 Healthcare Barcode Scanner App application and delete it from all its electric devices. Licensee is not entitled to any compensation on any legal basis in such an event.

## **X. Miscellaneous and closing provisions**

1. Parties agree that their legal relationship, which is created with the purpose of use of GS1 Healthcare Barcode Scanner App application, the EULA and the License granted under the EULA will be governed by and construed in accordance with the laws of Hungary. If any provision, or portion hereof, is found to be invalid or unenforceable for any reason, the remainder hereof shall continue in full force and effect.

2. The Parties agree that, should a legal dispute arise between them, they shall primarily attempt to settle it peacefully, by negotiation. Should this bear no fruit, for the settlement of any dispute relating to the present EULA, its breach, termination, validity or interpretation the Parties submit to the exclusive jurisdiction of the Hungarian Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, the Court of Arbitration to proceed in accordance with its own rules of procedure. The Hungarian Law shall be the applicable law. The language of the procedure shall be the English language. The number of arbitrators shall be three.

3. Parties agree that Licensor is entitled to modify or amend the present EULA unilaterally by publishing thereof on the following website:

<https://hbsa.gs1.org/>

Next to the abovementioned publication thereof, the Licensor expressly notifies the Licensee of the modification or amendment of the present EULA within the application by the means of a pop up window where the Licensee may accept the modification or amendment.

However the modification or amendment of the present EULA does not require the expressed acceptance of the Licensee. The modification or amendment thereof shall take effect on the 15th day from the abovementioned publication. If Licensee does not accept the abovementioned modification or amendment, it is entitled to terminate the present EULA according to the rules of termination set forth in section IX. In absence thereof the modification or amendment shall be deemed as accepted.

The above right of unilateral modification shall extend, in particular, but shall not be limited, to extensions of the license period and to changes introduced on account of changes in Licensor's own compliance obligations, whether statutory or contractual in nature.

Licensor may not, however, unilaterally impose an obligation to pay any charges of fees for use of the application without written acceptance of the same, or to withdraw or revoke a license retrospectively.