

Terms and Conditions

The following Terms and Conditions apply to all members of the Saudi Bar Coding Center GS1 Saudi Arabia

1. Definitions:

The following terms, wherever mentioned in these Terms and Conditions, shall have the meanings indicated opposite each of them:

- 1.1 "**Kingdom**" means the Kingdom of Saudi Arabia.
- 1.2 "**Center**" means the Saudi Bar-Coding Center.
- 1.3 "**Terms and Conditions**" means the terms and conditions for granting a License and joining the Center's membership.
- 1.4 "**Member**" means any company, institution, office, association, body, or any legal entity, or individual, who registered as a subscriber in the Center and paid the registration fees and the annual subscription fees.
- 1.5 "**Members**" means all the Center's subscribers, and they constitute the Center's General Assembly.
- 1.6 "**Articles of Association and Internal Regulations**" The Center's Articles of Association and Internal Regulations.
- 1.7 "**Application Form**" means the Center's membership Application Form that organizations and/or companies submit to join the Center's membership.
- 1.8 "**Membership Fees**" means the joining fees and/or annual service licensing fees set forth at the time of application.
- 1.9 "**Service Fees**" means the fees for the issuance and use of the bar-coding system identifiers provided for at the time of submission of the Application, or as amended pursuant to Condition 4.2.
- 1.10 "**Additional Charges**" means the amount that the Center may charge based on the special conditions of any particular business sector, and/or the provision of additional services requested by any official government authority. This charge may be a one-time or annual amount.
- 1.11 "**Brand Owner**" means the legal owner/possessor of the name, term, design, symbol or other feature identifying a product or service being sold. The trademark owner need not be the manufacturer of the product or service but is always the ultimate legal guardian of the trademark.
- 1.12 "**Business Day**" means any day of the week except Friday or Saturday or an official holiday in the Kingdom.
- 1.13 "**Start Date**" means the date of acceptance of the membership Application Form and activation of the membership.
- 1.14 "**Electronic Form**" means the form that is submitted after it has been filled out, including via the website.

- 1.15 "**GS1 Number**" means the Company's GS1 prefix number and other numbers issued and licensed by GS1 for use in accordance with these Terms and Conditions.
- 1.16 "**GS1 Numbering System**" means the numbering systems and standards published and promoted by the Center from time to time.
- 1.17 "**Information Provider**" means the original source of the Product Data used in the GS1 World Numbering Organization online services such as TrueSource. Information providers handle Product Data approved by trademark owners and subsequently make it available to TrueSource.
- 1.18 "**Intellectual Property**" means, without limitation, all rights existing and/or arising from time to time in connection with discoveries, inventions, patents, improvements, working methods, technologies, utility models, trademarks, service marks, logos, database rights, designs, information, copyrights, confidential information, know-how, processes, and secrets, semiconductor chip rights, trade names and equivalents of any of the foregoing anywhere in the world and whether registered or unregistered in connection with any of the foregoing and including any Applications for registration of the foregoing.
- 1.19 "**License**" means the License granted to the Member under these Terms and Conditions by the Center to benefit from and use GS1 Numbers and Member's Electronic Services.
- 1.20 "**Authorized Delegate**" means the person authorized by the Member to use the services of the Center's Website.
- 1.21 "**Member's Data**" means all the data and/or information of the Member entered into the system through electronic services and which the Member or the Center performs on its behalf.
- 1.22 "**Description of Member's Online Services**" means the description of Member's Online Services available on the Website from time to time.
- 1.23 "**Products or Services**" means (i) products or services manufactured, provided, and/or sold by a Member, (ii) assets and/or locations to be identified, and/or (iii) any other implementation of the GS1 identifiers identified in the GSI Numbering System, as chosen by the Member from time to time.
- 1.24 "**Product Data**" means all data and/or information provided by a member relating to its Products and/or Services.
- 1.25 "**Relationship-Dependent Data (RDD)**" means Product Data that may vary from one business partner to another such as marketing terms, prices, discounts, logistics agreements, payment terms, and order quantity.
- 1.26 "**Representative**" means a third party authorized to act on behalf of the Center to provide a service to the Members of the Center.
- 1.27 "**Subscription Year**" is the Gregorian calendar year that starts from the date of activation of the Center's membership and continues for a full Gregorian year and ends with the same period of the following year.
- 1.28 "**Trademarks**" means all brand names, trademarks and service marks (whether registered or unregistered and including any applications for registration) with which the Center and/or the GS1 are associated.

1.29 "**Product ID**" is an online service that allows users to store and manage their Product Data in a secure online environment.

1.30 "**Users**" means employees of the Member who are authorized by the Member themselves to use the Member's Online Services.

1.31 "**Website**" means the Center's website www.gs1.org.sa and other (related) websites.

2. License Grant

2.1 The Center grants to the Member a License that is non-exclusive, non-transferable or assignable to any third party, to allocate the Member's issued GS1 Numbers for use solely with the Member's Products and Services. The License shall renew automatically unless terminated as set forth in Section 16.

2.2 While the License continues, the GS1 Numbers may be allocated exclusively to Products by the Member, but once the Member has allocated the GS1 Numbers to a Product they cannot be used with another Product even if the previous Product is no longer commercially available.

2.3 The Member is prohibited from using this License to issue identification numbers and granting them to other parties, and this License is valid only for the same party licensed by the Center, and the Center may implement Clause 16.

2.4 The Center reserves the right to make data related to the Member available to any third parties, including but not limited to GS1 Numbers, Member data, as well as data on Products and Services defined by Members.

2.5 The Member agrees that it is responsible for providing the Center with all the data required to manage its membership, addresses, contact numbers, data on its Products and Services, etc., and acknowledges the validity and accuracy of this data.

3. Start Date

3.1 These Terms and Conditions shall enter into force between the Center and the Member on the date of accepting and activating the Membership, and the Member confirms that it has read these Terms and Conditions and agrees to abide by them.

4. Fees

4.1 **Fees Payable:** The Member shall pay to the Center the fees related to the relevant Membership/License for every year and/or the fees for electronic services provided by the Center to Members, which are non-refundable. The Member shall also pay the Membership Fees and Service Fees to the Center no later than (15) days from the date of the invoice

4.2 **Fees Amount:** Starting from the activation of the membership and the issuance of the license, the fees shall be as specified in the online portal when applying for membership or the annual renewal of the membership. The annual subscription amount shall be calculated for the membership, which is valid for a full year from the date of registration and activation of the License/Membership in the Center to the same period of the following year, taking into account the commitment to renew the membership. The next renewal period is calculated from the date immediately following the date of the end of the expired period.

4.3 The Center may amend the amount of applicable fees from time to time, as stipulated in its Articles of Association and Internal Regulations.

4.4 The GS1 Saudi Arabia system allows the Member to subscribe and activate the new required services at any time during the validity of the membership/license period, as the subscription period for the new services is calculated starting from the date of its activation and expires on the same date for the period of the basic membership. Moreover, all the added services fees for the next renewal period are calculated.

4.5 The Member access to the provided services is blocked by the Center via the online portal immediately after the annual subscription expiration until due payments are made. It is automatically renewed after payment along with the commitment to annual license/membership renewal unless terminated as set forth in Section 16.

4.6 **Late Payment Fee:** In the event of any delay by the Member in paying any fees payable to the Center under these Terms and Conditions by the date specified in Condition 4.1, the Center reserves the right to charge the Member additional fees for late payment.

5. Members' Behavior and Commitments

5.1 **Not to prejudice the GS1 Saudi Arabia:** The Member and/or its employees, agents, and/or subcontractors undertake at any time during the validity of the License (or after its expiration or termination) and/or in connection with the provision of Member Services via the Internet, that it will not be and/or be a party, directly or indirectly, to any act, matter or issue that could harm and/or affect in one way or another the reputation and/or status of the Center and/or its services provided to its Members.

5.2 **Standards:** The Member shall comply with the standards and technical specifications stipulated in the instructions and directives of the Center and the GS1 Saudi Arabia announced by the Center and/or the GS1 Organization from time to time.

5.3 **Evidence of Compliance:** Upon the Center's request, the Member shall, at any time during the validity of the License, provide to the GS1 Saudi Arabia and through the Center such information as it may reasonably require in connection with the Member's use of the GS1 Numbers and Member's Online Services to ensure compliance with the Terms and Conditions. When GS1 Numbers are applied to physical products, the Member shall enable their Distributors to access the GS1 to inspect the products.

5.4 **Suspension:** The Center reserves the right to suspend or restrict Members or Users' access to the Website, for example, according to, but not limited to, the following cases; where (i) the Center believes, according to its discretion, that the method or actions of the Member and/or Users may harm or damage the reputation and/or the good faith of the Center or (ii) the Center believes, in its sole discretion, that the Member and/or Users may fail to comply with their obligations in relation to these Terms and Conditions or (iii) the Member fails to pay the fees when due.

5.5 The User/Users shall use the service provided to them by the Center for legitimate purposes only, undertake not to use it to publish any information and/or data that may affect the use of the service, and undertake to prevent any third party from using its password, while using updated anti-virus software.

6. Use of GS1 Numbers and other Intellectual Property

6.1 Use of GS1 Saudi Arabia Numbers: The Member is entitled only to use the GS1 Numbers granted to it by the Center – while the license is valid and effective – in connection with the numbering of products and/or the provision of services and their identification in accordance with the GS1 system, and the Member is prohibited from the following:

6.1.1 Use any numbers purporting to be issued by the Center or which in any way copy or resemble the GS1 global numbering systems.

6.1.2 Use any numbers that have been allocated by the GS1 Organization to the Center and/or stored in the GS1 system and not allocated to any other person; and/or,

6.1.3 Assignment of licensed GS1 Numbers to third parties.

6.2 Inadmissibility of Changing Numbers: The Member shall not change and/or modify the GS1 Numbers licensed to it, in any way, and it is committed not to add more numbers to these.

6.3 Ownership of Numbers: All Members acknowledge that the Center is in all cases the exclusive owner and holder of the rights to the GS1 Numbers and all Intellectual Property rights related to them. The Member may not, at any time, do or cause to do any act or conduct that may, in any way, prejudice the Center or its licensors' rights in the GS1 Numbers or related Intellectual Property rights. Also, all Members acknowledge that the GS1 Numbers are the exclusive property of the Center. The Member may not acquire any rights in or to the GS1 Numbers or any of the relevant Intellectual Property rights other than as specifically stated in these Terms and Conditions.

6.4 Illegal Allocation: No Member may allow or allocate to another Member of the Center the numbers issued to it through the Center's system to identify the Products and/or Services of another Member other than its own Products and/or Services.

6.5 No Improper Use or Abuse of GS1 Numbers: No Member shall at any time, directly or indirectly, during the term of this License and/or after its termination and/or expiration:

(i) **Challenge GS1 Numbers Ownership:** Challenging, or making any lawsuit or claim whatsoever relating to the validity or ownership of GS1 Numbers or related Intellectual Property rights; or

(ii) **Application for Registration of Numbers Similar to GS1 Numbers:** No Member shall use or request the registration of any Intellectual Property rights, including any design that may include, incorporate, or be identical or substantially similar to the GS1 Numbers or any other relevant Intellectual Property rights without the prior, written consent of GS1.

6.6 Use of GS1 Numbers is subject to the License granted by the Center under these Terms and Conditions.

6.7 Allocation: Member agrees to the following:

(i) if the GS1 Numbers allocated to it are from the Center, they have not been used by it for the purpose for which they are intended;

(ii) if the GS1 Numbers allocated to it by the Center are used by it in a manner inconsistent with the policies governing the use of GS1 Numbers of which it is notified, from time to time;

- (iii) if the GS1 Numbers allocated to it by the Center are being used by it for purposes prejudicial to the operation of the Center System and/or the GS1 Numbering System;
- (iv) if the GS1 numbers allocated to it by the Center are used by it in a manner inconsistent with these Terms and Conditions.

In the event of any of the above cases, the Center may terminate the subscription with the cancellation of the allocation of the GS1 Number given to the Member, as well as block the numbers given to the Member from all GS1-related platforms, while retaining the Center's right to review the Member's previous uses of the GS1 Numbers allocated to it by the Center.

7. Using the Trademarks when Marketing and Promoting the Member's Products and Services

7.1 GS1 Saudi Arabia Approval: The Member may not use the Center's Trademarks in connection with Products and/or Services or any marketing or promotional materials without obtaining prior approval from the Center. Accordingly, the Member shall send a request to do so, along with samples of the proposed marketing and promotional materials, to the Center for approval at least (15) working days prior to the date specified for publication.

Approval is granted at the absolute discretion of the Center, and the Center shall not be liable to the Member for any costs, expenses, and/or financial expenses incurred by the Member in the event of refusal to grant approval.

7.2 Correct Reproduction of Trademarks: If a Member is approved pursuant to this Condition 7 to use the Trademarks for marketing and promotional materials, the Member shall ensure that the Trademarks are properly reproduced.

8. Infringement of Intellectual Property:

If a Member notices any infringement of its own or the Center's Intellectual Property rights relating to the GS1 Numbers, the Center's Trademarks, or Member's Online Services, the Member shall promptly notify the Center in writing.

In this case, the Center shall have the right to take the necessary legal measures or to monitor or control any actions that may be taken in cases similar to this case. The Member/s shall not be entitled to make any statements or make any settlements in this regard. In addition, the Member(s) shall provide all necessary information related to this violation, as required by the Center.

9. Member Services Offered through the GS1 Saudi Arabia Portal

9.1 The Center may make some of its online services available to Members through its website. Member undertakes to use these services only in accordance with the Member's Online Services Description.

9.2 The Center does not make any guarantee to the Member(s) who are subscribers of the Center, that the services provided via the Internet shall be available at any time or that they shall not be interrupted, or that they shall be error-free.

9.3 It is the responsibility of the Member before the Center to register the authorized User to use the Member Services online. The Member is also responsible before the Center for not disclosing or

sharing with others the passwords and other identification procedures issued to the User authorized by the Center.

9.4 Once the Member Services are provided through the Center's online portal, the Member acknowledges that the Center shall not bear any responsibility towards the Member or any third party in connection with the Member's use of these Member's Online Services and/or in connection with any act or omission of the Center or any third party regarding the provision of these Member's Online Services. The Center reserves the right to charge fees, at any time, regarding the use of the Website's online services, in order to provide additional services to member companies.

9.5 The Member shall be responsible before the Center for entering and retrieving its data in connection with Member's Online Services. The Member also undertakes to maintain a copy of all Member Data entries in the Member's Online Services.

9.6 The Member agrees that comments, statements, and information posted on the Website by other Members or third parties are not intended to amount to advice on which reliance should be placed. The Center bears no responsibility for the accuracy of this information towards the Member or any third party that may rely on such comments, statements, or information.

9.7 The information and data of any member are considered non-confidential and not owned by any party, and the Center exclusively has the right to use, copy, distribute, and disclose information and/or data of members to third parties for any legitimate purpose, including product and/or service data provided by Members.

The Center may also disclose the identity of the Member or User to any third party whose material, this third party claims, the Member or User posted or uploaded that constitutes a violation of their Intellectual Property rights or their right to privacy.

9.8 The Member may not use the Website or any of the Member's Online Services to perform any act or behavior that may violate any system and/or regulations in force at the Center, the GS1 Organization, or in the Kingdom, or represent fraud, slander, discrimination, attack, or harass, harm, or attempt to harm any person, and may not transmit malicious software or code designed to adversely affect the operation of computer software and/or hardware.

9.9 The Member shall indemnify the GS1 Saudi Arabia against all claims, actions, lawsuits, losses, damages, expenses, and costs (including legal fees) that arise and are raised by third parties against the Center or vice versa in connection with the Members' use of the Members' Online Services and/or the processing and/or presence of the Member's Data on Center systems (which includes systems operated by third-party contractors on behalf of the Center).

9.10 The Center reserves the right to terminate or change Member's Online Services at any time upon notice to the Member.

9.11 Member acknowledges and agrees that the Intellectual Property of Member's Online Services shall at all times be exclusively owned by the Center.

9.12 The provisions of this Section 9 are incorporated into and subject to any terms or conditions that the Member may be required to accept prior to using the Member Services on the Website.

9.13 Termination of the License automatically terminates the Member's right to use the Member's Online Services. Any suspension of the License shall also result in the suspension of the Member's right to use the Member's Online Services.

9.14 The Center shall, from time to time, work with third parties to provide Member Services online, and Members shall be bound by such third party under the same terms and conditions set forth in these Terms and Conditions.

10. Barcode Download Services

10.1 Barcode download services are provided to Members as part of our Member's Online Services.

10.2 The Center makes no representation or warranty that barcodes produced from images provided under the Barcode Download Services shall be scannable, and the Member accepts full responsibility for verifying, that all barcodes produced from images downloaded can be scanned correctly.

11. Compliance with the Policies, Terms, and Conditions of GS1 Saudi Arabia.

11.1 The Member is subject to these Terms and Conditions and any amendments thereto and is also subject to the standards, specifications, policies, and terms of use of the GS1 identifiers issued by the Center and the amendments that may occur thereto from time to time. The Member understands that modifications to the Terms and Conditions or standards and specifications are made without prior notice to the Member. The Member also acknowledges that these standards, specifications, policies, and terms of use are an integral part of these Terms and Conditions.

11.2 Failure to comply with these standards, specifications, policies, and terms of use may result in revocation of the Member's GS1 Numbers issued to the Member, and even in termination of Membership in accordance with these Terms and Conditions.

12. The Contract's Continued Enforceability

12.1 The covenants and representations contained in terms 4.1, 4.2, 4.3, 4.4, 5.1, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 shall remain in force and effect after termination or expiration of the License for any reason, and the Center shall not be considered as waiving, consolidating, or canceling them upon such termination or expiration.

13. Compensation and Limitation of Liability

13.1 The Member agrees to indemnify the Center in full and hold harmless the Center against any claims, cases, lawsuits, losses, damages, judgments, compensation, expenses, and/or costs (including legal costs) that the Center may incur as a result of such negligence, error, omission, inadvertence, conduct, misconduct and/or violation on the part of the Member and/or its employees, subcontractors and/or agents or its representatives, in connection with these Terms and Conditions.

13.2 Notwithstanding any other provision contained in these Terms and Conditions, the Center shall not be liable - whether legal, financial, and/or otherwise - to the Member for any loss or damage, whether direct, indirect, special, incidental, punitive or consequential, whether caused by negligence, error, omission, act or breach of the Center and/or its employees and/or subcontractors which will include, without limitation, loss of contracts, loss of business, loss of customers, revenue or profits, or loss of user data, loss of savings or anticipated savings, loss

of investments, loss of goodwill or reputation, costs of capital or loss of additional administrative cost, whether or not foreseeable, arising out of or in connection with these Terms and Conditions, whether in a system-based proceeding or regulation, contract, property rights or tort including negligence. The provisions of this Condition 14.2 shall have no effect to limit the Center's liability to any person for personal injury or death arising from the Center's negligence, or liability for fraudulent misrepresentation.

13.3 Without prejudice to Condition 14.2, the total liability of the Center to the Member or any third party in damages, property rights, or otherwise arising in connection with these Terms and Conditions shall not exceed in the aggregate the amount of the Subscription Fee paid by the Member to the Center.

14. Confidentiality

14.1 The Member is committed to maintaining the confidentiality and security of the information and data of the GS1 Saudi Arabia, which is determined to be private property, confidential, or has commercial sensitivity. The Member shall not exploit, misuse, or disclose it to others except after obtaining the prior written approval of the Center. A Member may disclose such information when: (i) it is necessary to perform the Member's duties under the License and on a "need-to-know" basis only; (ii) disclosure of it is necessary for the GS1 Saudi Arabia to complete the written authorization or (iii) as required by the laws and regulations of the Kingdom of Saudi Arabia.

15. Assignment and Sub-Licensing

15.1 The Member may not assign the License and/or transfer its title to a third party and/or license and/or subcontract with a third party all or some of its rights and/or obligations under the License. For the avoidance of doubt, if any of the Products and/or Services are excluded (and/or business related to the use of Products and/or Services in whole or in part) from the Member's business and the purchaser of such Products and/or Services and/or the Member's business from which such Products and/or Services were excluded, nor shall it use (the Member shall not be permitted to use the GS1 Numbers and/or Member's Online Services in connection with such Products and/or Services without the Center's prior, written consent.

16. Termination:

16.1 **Termination of Subscription by the Center:** Subject to other terminations mentioned in these Terms and Conditions, the Center may terminate the subscription and/or suspend the License according to these Terms and Conditions, in any of the following cases:

- (1) **Non-Payment of License/Membership Fees:** Member(s) to pay the License Fee on its due date.
- (2) **Negligence:** If the Member commits a violation by not complying with any of these Terms and Conditions, which are part of the contract concluded between the Member and the Center.
- (3) **Insolvency:** a Member's filing bankruptcy, voluntary or compulsory liquidation of a Member, transfer or assignment of its ownership in favor of others, or in the event of bankruptcy or the application of any of the cases stipulated in the Saudi Bankruptcy Law.

(4) **Suspension of Membership:** License/Subscription becomes suspended in the event that the Member is late in paying the Subscription Fees for a period of up to 90 days, in accordance with the Articles of Association of the Center.

(5) **Termination of the Master License:** The License granted to the Member shall be automatically revoked if the Center ceases, for any reason, to hold the License rights necessary to issue GS1 Numbers in Saudi Arabia.

16.2 **Termination of Subscription by the Member:** The Member may - however - terminate the subscription and cancel the License in any other circumstances by sending a written notice with the obligations on the Member and a period of no less than one month to the Center and the Center's approval and taking the necessary action. In the event that the subscription is terminated by it, and in the case mentioned in Paragraph (6) above, the Member is not entitled to recover any of the fees and amounts paid to the Center or due to it for any period preceding the request to terminate the subscription. In all cases, the Member shall remain liable to pay all Subscription Fees and fees due immediately and all amounts due immediately and all amounts due up to the date of the termination request shall be settled.

16.3 **No Release of Commitments:** Termination of this License does not relieve the Member from liability arising from any prior breach of the terms of this License.

17. Consequences of Termination

17.1 Upon termination of the License granted to the Member, all of the Member's rights under this License shall cease, and the Member shall immediately comply with all of the following:

(1) **Cessation of Application of GS1 Numbers to Products:** Member shall cease application of GS1 Numbers to Products manufactured or sold by Members, after the date of termination.

(2) **Cessation of the use of Member's Online Services:** The Member shall stop using the Member's Online Services immediately.

(3) **Cessation of Use of Intellectual Property Rights:** Member shall cease all direct or indirect use of GS1 Numbers, Member's Online Services, and related Intellectual Property rights, except for those relating to products manufactured or sold prior to the date of termination.

18. Dispute Resolution and Settlement

18.1 In the event of any dispute between the Center and a Member in connection with the License or any matter arising under it, the parties shall make genuine efforts to resolve and settle the dispute by negotiation. In the event that an amicable solution is not reached, the dispute shall be referred to the competent judicial authorities in Riyadh.

19. Notifications

19.1 All notifications and other communications are made through the means of communication available to the Center, including documents for the provision of Center membership documents to members, which are required or permitted under this License or for the purposes of managing Membership or calling for meetings of the General Assembly or the Board of Directors, so that they are delivered to Members in one of the following ways according to the absolute discretion of GS1 Saudi Arabia:

- (1) Electronically through the approved e-mail in the Center's System.
- (2) Or by hand and in person.
- (3) Sending it through the communication mechanisms approved by the Center.

19.2 Any notice or other communication delivered by any of the above methods shall be deemed valid and effective from the date on which it is sent or handed over.

19.3 If the Center decides in its sole discretion to send notices to Members by mail, such notices shall be sent to the address previously entered in the system upon registration or subsequently updated (or such other address as GS1 Saudi Arabia Members may notify from time to time). Each Member shall provide the Center with an appropriate e-mail address to receive communications from the Center by e-mail in accordance with this Clause.

20. Data Protection:

20.1 Use of personal data: The Center uses data obtained from Members for general management purposes, including but not limited to creating a database of Members and billing Members. From time to time, unless the Member or the person authorized by the Member indicates that he does not wish to receive such information, the Center may use the contact details of these individuals to contact them by e-mail, telephone, or according to the available and approved communication mechanisms to inform them of the Center's activities and developments related to their Membership in the Center.

20.2 Access to personal data: In accordance with the Center's rules and regulations, individuals, with some exceptions, may obtain a copy of any relevant information held by the Center after paying the prescribed fees from the Center. Individuals seeking such information shall submit a request to the Data Protection Officer at the Center by the Member in connection with these Terms and Conditions.

21. General Provisions:

21.1 **Applicable Law:** These Terms and Conditions are subject to the Center's approved rules and regulations and the laws and regulations in force in the Kingdom, and the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia in the city of Riyadh.

21.2 **Waiver:** A waiver by either party of these Terms and Conditions in respect of any default by the other party in relation to any of these Terms and Conditions or such party's agreement to any action but such acceptance shall be deemed to be a breach as aforesaid and shall constitute a waiver of practicing any rights unless this waiver is in writing and signed by the concerned party.

21.3 **Termination:** If the Center and the Member parties agree that any of the provisions of these Terms and Conditions are unlawful or if they consider it illegal, void, null, or unenforceable, or if any court or arbitrator of any court of competent jurisdiction decides definitively stated herein, shall be deleted from these Terms and Conditions as of the date hereof or as declared by the said court or arbitrator by the decision rendered in this respect or such earlier date as the parties may agree and shall not affect the validity or enforceability of the other provisions set forth in these Terms and Conditions.

21.4 All these Terms and Conditions shall be referred to in the event of litigation due to the arising of financial claims and lawsuits with the judicial authorities in Riyadh by the Member against the Center and vice versa. The Arabic language is the main reference for these Terms and Conditions.

21.5 All services provided by the Center comply with GS1 standards and policies.

21.6 **Entire Agreement:** These Terms and Conditions (and any amendments or additions thereto in accordance with Clause 11) constitute the Entire Agreement between the Center and the Member and supersede any prior agreement between the parties with respect to matters subject of these Terms and Conditions.

21.7 **Other Duties and Responsibilities of the Member:** In consideration of the other duties and responsibilities stipulated in these Terms and Conditions and the Articles of Association and Internal Regulations of the Center, the Member shall (i) adhere to and abide by the provisions stipulated in these Terms and Conditions; (ii) submit proposals related to the development of the Center's work; (iii) support the activities of the Center and the Organization; (iv) payment of fees for membership Subscription Fees and fees for services provided by the Center, and (v) harmonize with the general orientations of the Center.

22. Description of the Online Services Provided by the Center

22.1 The Center's online services combine a set of tools and a knowledge center with the aim of helping the member to achieve maximum benefits from its participation in the services provided by the Center to various sectors of all kinds, such as the commercial sector (retail, logistics, health, and others). Services include basic features; intuitive self-service, GS1 identifier management, IOS definition guide resource, barcode image generation, knowledge resource center, discussion forum, plus industry news. This service shall be made available to Members 24 hours a day and is complementary to the Membership Service team.

23. Description of the Online Services Provided by the Center

Manage the Member's user list, issue and view the Member's trading history, and online transactions, and access a range of services including:

23.1 **Self-Services:** The Member can access through the Center portal its file as well as all the services that have been subscribed to and benefit from these services such as the numbers that have been licensed for the Member's establishment and registering the allocation of these numbers to specific products, services, sites, and others.

23.2 **Verifying Number Calculator:** Members can use this tool if they need to review or generate test or check numbers for GS1 data series. Please note that this tool is automatically generated through Arqami Bank service.

23.3 **Barcode Image Creation:** Once a Member has been assigned a GS1 ID or Number for a specific product or service, the Member shall have the ability to produce text or ready-made graphics compatible with the barcode image.

23.4 **Additional Services:** These are all the services available through the Center's portal, as well as the technical solutions provided by the Center in accordance with the standards of the global GS1 Organization.

23.5 **News:** Keep up with the latest news related to the Member's industrial, commercial, and service field.

23.6 **Product Data:** Members and/or the information provider are responsible for the accuracy and completeness of the data entered in the system. If the information provider authenticates the authorization from the Trademark owner to transfer the Product Data to be automatically updated on their behalf, this becomes the sole responsibility of the Trademark owner, without any responsibility by the Center.

23.7 The System standards are compatible with most modern operating systems.