

## Terms of Use: End User License Agreement for the GS1 Logger for Staff application [Android-compatible version]

### I. Acceptance of Terms

1. By downloading or using the „GS1 Logger for Staff – Android-compatible version” application [in application of the present Terms hereinafter referred to as: “GS1 Logger for Staff” application], or by otherwise declaring your acceptance hereof, you agree to be bound by the present Terms of Use with regard to the GS1 Logger for Staff application. The „GS1 Logger for Staff” 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 Kiemelkedően 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], copyright-holder of the GS1 Logger for Staff application, as Licensor [hereinafter referred to as „GS1 HUNGARY” or „Licensor”]. 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 both towards GS1 HUNGARY and Google 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;
- (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; and
- (iii) you are entitled to receive exports from the USA
- (iv) you are entitled to make use of Google Play and use the Licensed Application under the present Terms.

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 by and between Licensor and Licensee only, and **not with Google** [i.e. Google Ireland Limited, registered office: Gordon House, Barrow Street, Dublin 4. Ireland, if the domicile/address of Licensee is in Europe, Middle East or Africa, Google Asia Pacific Pte. Ltd., registered office: 8. Marina View Asia Square 1#30-01 Singapore 018960, if the domicile/address of Licensee is in Asia-Pacific region, in other cases Google Inc., registered office: 1600 Amphiteatre Parkway, Mountain View, California 94043, U.S.A., hereinafter collectively referred to as Google]. It is mutually acknowledged by the Parties that **GS1 Hungary, not Google, is solely responsible** for the Licensed Application and the content thereof. It is, however, also mutually acknowledged and agreed by the Parties that **Google, and 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, 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 install and use the GS1 Logger for Staff application 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 GS1 Logger for Staff application shall allow you to perform tests, during the **testing period** until 30 June, 2013, with regard to the verification of GS1 identifiers reproduced on goods and packaging, and, provided that the related conditions are met, to communicate the result of such tests to GS1 Member Organizations through the reports database operated by GS1 HUNGARY [hereinafter: Purpose]. You are entitled to be informed about the results of the tests if you have valid access to the reports database. The Purpose is the sole purpose for which the GS1 Logger for Staff application may legitimately be used. In order to pursue the activity of performing tests with regard to the verification of GS1 identifiers, you are required to be in a legal relationship with a GS1 Member Organization allowing you to pursue this activity. In order to report and be informed such tests, and to fully effectively use the GS1 Logger for Staff application, you are required to have access to the reports database hosted and operated by GS1 HUNGARY. You may initiate registration for use of the reports database through the GS1 Logger for Staff homepage:

<http://gs1logger.gs1hu.org/>

3. GS1 HUNGARY shall only grant you access to the reports 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 Logger for Staff application).

4. The GS1 Logger for Staff application is available for download **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

Logger for Staff application or the reports 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 specified by telecommunications service providers or by Google. Check the terms of your agreement with your operator.

6. It is Licensee's responsibility to acquire, ensure the availability of and update as necessary the technical conditions suitable for downloading and running the application and meeting the relevant system and compatibility requirements.

### **III. Exclusion of Licensee claims against Google, accepting Google's Terms of Use**

1. In line with the provisions of Part I. hereof, Licensee accepts and Parties agree that Licensee shall have no claims against 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, to the maximum extent permitted by applicable law, Google has no obligation to furnish any maintenance and support services with respect to the Licensed Application.

3. GS1 HUNGARY shall make GS1 Logger for Staff application available for download on the Google Play platform. You accept that Google has no responsibility whatsoever for products originating from sources other than Google and acknowledges that this provision also applies to GS1 Logger for Staff application. However, you also accept and acknowledge that the Google Play platform is a service provided not by GS1 Hungary but by Google and as such GS1 Hungary does not assume any warranty for the proper functioning of the Google Play platform.

4. By accepting the present Terms of Use you confirm that you know and accept to be bound by any applicable terms of use and user's policy of Google, as well as by the restrictions and exclusions therein. Furthermore, you acknowledge that Google is entitled amend or modify the Terms of Use; consequently, you are obliged to follow the possible changes of Google's Terms of Use. Furthermore, you acknowledge that, in case of any possible change of the Google's Terms of Use, by the continued use of the Application you accept the modifications. Provided that you do not wish to accept the possible modifications you are required to stop using the Application.

Google's General Terms of Use are available via the following link:

<http://www.google.com/intl/en/policies/terms/>

Google Maps/Google Earth APIs Terms of Service are available via the following link:

<https://developers.google.com/maps/terms>

Google Play Terms of Service are available via the following link:

<https://play.google.com/intl/en/about/play-terms.html>

Google Play Business and Program Policies are available via the following link:

<http://play.google.com/about/android-developer-policies.html>

Any infringements of Google's terms and conditions may lead to exclusion from Google Play and the deletion of the Google Account.

5. Parties mutually acknowledge that GS1 HUNGARY, not Google, is responsible for addressing any claims of the Licensee or any third party relating to the Licensed Application or the Licensee's download, installation, 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. Google is not liable for damages or losses arising in connection with links which can be found within the Application and which navigate the Licensee to external sites or sources. The present EULA shall not have the effect of limiting the liability of GS1 HUNGARY or that of Google to the Licensee beyond what is permitted by applicable law.

6. Licensee accepts that, in cases specified in Google Terms of Service, some specific applications, including the Licensed Application, may be deleted from the Licensee's device, the access to these and their use may be limited or ceased, or limitations may be introduced to the devices used to access the Application, to the number of such devices or with regard to the use of Google Play. In such cases GS1 HUNGARY or Google has no liability whatsoever towards Licensee.

#### **IV. Scope of License, Restrictions and Limitations: GS1 Logger for Staff application**

1. The license hereby granted to the Licensee for the Licensed Application is limited to a non-transferable license. 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 term. The License shall expire on the 30 June, 2013 (end of the testing period).

3. 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. By accepting the present Terms of Use, you declare and warrants both to GS1 HUNGARY and to third parties that, based on the relevant laws and regulations applicable to you, you are entitled to use the Licensed Application in compliance with the present Terms of Use.

4. The license hereby granted to the Licensee for the Licensed Application is non-exclusive.

5. 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 program available on Google Play or any part thereof. You are not entitled in particular, but not exhaustively, to circumvent, disable or defeat the functioning of safety features or components, or to remove watermarks, labels legal or proprietary notices.

6. You may only use the application for the Purpose defined in Art. II/2. hereof in compliance with the present Terms of Use and the terms of use specified by Google. In particular, on the basis of the present Terms of End User License Agreement GS1 Logger for Staff 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 behavior;
- 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; any use with such purpose or result.
- forwarding chain-letters or other spam;
- down- and uploading obviously illegal, not appropriate, obscene, defamatory or any other contents obviously not publishable in such way, for otherwise illegal purposes;
- forwarding spyware and other malicious codes and programs, viruses, worms, Trojans;
- use any robot, spider, site search/retrieval application, or other device which is suitable to collect contents for any unauthorized purpose;
- impersonate another person or entity, or falsify or hide personal identity; use with the intent of automatically generating user accounts;
- 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 or dangerous activity, especially for violence against another person or a group (based on their race or ethnic origin, religion, disability, gender, age, sexual orientation or any other actual or perceived circumstances or features);

- 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 in dangerous environment or for emergency or life-saving purposes (also in line with the restrictions under Art. VIII/6. hereof);
- trespassing or burdening network capacity, damaging or disturbing networks, servers or infrastructures;
- harvesting or misusing data provided by the Licensed Application;
- transmitting contents that contain nudity or sexually explicit material;
- transmitting contents that contain materials that threaten, harass or bully other users or aiming at excluding such persons from the use of the application; the undue presentation of violence is also prohibited;
- transmitting contents that contain personal or confidential information related to other persons;
- use that constitutes internet gambling or other form of gambling;
- use connected to the sale of tobacco or alcohol to persons under 21 years of age;
- modifying, reordering, augmenting or manipulating search results in any way;
- hindering, modifying or obscuring the links provided in the given content, with special regard to links to the General Terms of Use, or the functioning of such links;
- determining tariff or tax rate for a particular address or range of addresses;
- unauthorized alteration, use or disclosure of the downloaded contents.

7. 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 behavior, 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.**

8. In the course of the use of GS1 Logger for Staff application other circumstances may cause alteration in the data gained by the use of the application.

9. You are entitled to download (reinstall) the Licensed Application during the period of the license period specified in the present contract from Google Play as many times as you wish. Google Play does not have an update function; GS1 HUNGARY does not assume any update obligation.

10. You accept that, in the course of the Licensed Application, Google may display advertisements related to the provided contents.

## **V. Restrictions arising from the cooperation with Google**

1. GS1 HUNGARY reserves the right to extend, improve or change or modify in any other way, suspend, remove or stop access to the Licensed Application or any function or characteristic feature thereof without notice, or to restrict access to certain functions to a specific circle of the users. Licensee acknowledges that in the course of using GS1 Logger for Staff Google or GS1 HUNGARY is entitled to remove or withdraw the Licensed Application at any time, in any case and without notice or liability.

2. Licensee acknowledges that Google may at any time stop or modify the provision of the Google Play service. In such cases Licensee is not entitled to claim compensation for any reasons whatsoever neither from Google nor from GS1 HUNGARY.

3. Parties mutually recognize that Google is not responsible for any loss, damage or expense sustained by Licensee or by a third party arising from suspending the service or loss of its continuity in any way, or from or in connection with the modification of the Licensed Application or that of another service (e.g. Google Maps) used by the Licensed Application.

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

5. In the course of the use of GS1 Logger for Staff application Licensee is not entitled to use any trademarks of Google or GS1 HUNGARY in ways which may adversely affect Google or GS1 HUNGARY. Furthermore, Licensee is not entitled to remove, alter or distort the trademark of Google or GS1 HUNGARY, or any other signs or any parts of such signs referring to the intellectual property of Google, GS1 HUNGARY or any third parties. You acknowledge that, in the course of the Licensed Application, you do not acquire the trademark of Google or GS1 HUNGARY, or their rights related to providing these or to any other intellectual property.

6. You acknowledge that when, in the course of use of the Licensed Application, you upload or otherwise submit content to Google, you give Google a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. The rights provided to Google under this Paragraph are restricted in that the purpose of the use may exclusively be to provide, promote or improve Google's services, or to develop new services. (The rules of managing personal data can be found in Art. VII. hereof.)

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

1. By using the application, if the relevant conditions are met, you may transmit data to the reports database. The reports database does not form part of the application. The reports database is protected by Hungarian Law. Compilation of the report 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 reports database. Formulation of content of the reports 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 reports database public.

2. GS1 HUNGARY, as the creator of the reports 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 liable for its conduct that violates the present Article.

3. Persons, that have rightful access to the content of the reports 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 reports 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 reports database, GS1 HUNGARY shall not claim any fee from any rightful user of the reports database.

5. GS1 HUNGARY will do its utmost for the availability and accuracy of the data of the reports 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 additional, mainly location identification data to the data recorded in the reports 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 reports 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. Licensee is not entitled, solely by downloading, running or acquiring the application, to access the reports database, to receive, download or acquire data therefrom in any way

8. Any Map Data may only be stored in the reports 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 Logger for Staff – Android-compatible version application**



1. Your privacy is important to GS1 HUNGARY. In the course of your use of the GS1 Logger for Staff 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 reports 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 Logger for Staff 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. You assume the obligation that the personal data which you provide are correct and you are also obliged to inform GS1 HUNGARY of any changes in these.

4. In the course of your use of the GS1 Logger for Staff application, **your location data may be collected and transmitted as follows**. If you press „Report” when using the application, you will file a report pertaining to the given test of verification of the use of GS1 identifiers performed by you to the reports database hosted and operated by GS1 HUNGARY. The report 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 reports database in a manner accessible to GS1 HUNGARY and other GS1 organizations. 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 Logger for Staff application **you may prohibit the collection of information concerning your precise location data** by choosing the appropriate menu. In this case by pressing “Report” when using the application the Licensed Application will not send information concerning your precise location to the report database.

5. In the course of registration, the following device data shall be collected: unique device identifier (*GIAI/phone serial number, when registered*). GS1 HUNGARY shall not collect any additional device data. Your device data shall be also be recorded in the course of collecting location data as foreseen herein. Your device data may only be used for verification that the reports database is used only by legitimate users, and may be used in connection with lawful uses of location or personal data, in combination therewith.

6. 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 Logger for Staff 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.

7. 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 Logger for Staff 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.

8. In case you submit personal information through your use of the GS1 Logger for Staff application or the reports 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 reports database. Please take care to guard your own personal information.

9. Your personal data, including location and device data, shall be retained by GS1 HUNGARY for a maximum of six months following the end of the testing period, that is, the 30 June, 2013, unless a longer retention period for any given personal information is mandatorily required by law, or retention of the given personal information is required for continued use for a legitimate purpose hereunder (such as enforcement of a claim against the given Licensee). The generally applicable retention period shall expire on the 30 June, 2013. Your personal data – unless a longer retention period applies – shall be deleted by GS1 HUNGARY within the retention period, or shall thenceforward only be retained in an aggregated form no longer allowing for unique identification or contacting any single natural person.

10. 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.

11. **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)

12. 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; the present provision shall also not be applicable if and to the extent that withdrawal of your consent would amount to abuse of rights, such as with the effect of preventing 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 Logger for Staff application.**

13. For the purposes of providing the GS1 Logger for Staff application, GS1 HUNGARY is using Google Maps API. In the course of your use of the GS1 Logger for Staff application, data pertaining to your use, including your location, may be collected, used and disclosed by Google 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 document:**

Google Privacy Policy:

<http://www.google.co.uk/intl/en/policies/privacy/>

or

<http://www.google.com/privacy.html>

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

15. GS1 HUNGARY informs you that the your user's name and password given in the course of using the Application are managed by GS1 HUNGARY; the purpose and the safety of these data shall be governed by the rules on data management specified in this section; GS1 HUNGARY may not disclose the chosen password, and the user's name chosen by Licensee may be made accessible to any and all legitimate users of the reports database.

## **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, THE REPORTS DATABASE AND GOOGLE PLAY IS AT YOUR SOLE RISK AND RESPONSIBILITY AND ONLY THE END USER IS RESPONSIBLE FOR ANY AND ALL LOSSES OF DATA AS WELL AS FOR ANY AND ALL DAMAGE TO THE USED COMPUTER OR OTHER DEVICE.

4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION, THE REPORTS DATABASE AND GOOGLE PLAY AS WELL AS THE OTHER SERVICE PROVIDED BY GOOGLE 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 WITH RESPECT TO THE LICENSED APPLICATION AND THE REPORTS DATABASE AND GOOGLE WITH RESPECT TO GOOGLE PLAY AND THE PROVIDED OTHER SERVICE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, 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 REPORTS DATABASE, AND GOOGLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OR USE OF GOOGLE PLAY, 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. LICENSOR OR GOOGLE IS NOT LIABLE FOR ANY DAMAGE, LOSS OR MALFUNCTION CAUSED IN LICENSEE'S COMPUTER SYSTEM, DEVICE OR DATA BY DOWNLOADING OR USING THE APPLICATION OR BY THE

DOWNLOADED CONTENTS. In particular, Licensor does not guarantee or warrant the continuous retrieval of data from the GEPIR network by the use of GS1 Logger for Staff 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 application, and the correctness or continuous availability of the data downloaded and transmitted during the use of the application or otherwise managed in the reports 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 REPORTS 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, THE OPERATION OF LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, EMERGENCY COMMUNICATION, LIFE-SAVING 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, GOOGLE, 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, DAMAGE TO BUSINESS REPUTATION 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 GOOGLE MAPS) AND THE REPORTS DATABASE, TRUST IN THE EXISTENCE AND RELIABILITY OF AN ADVERTISEMENT DISPLAYED THROUGH THE USE OF THE APPLICATION, INACCESSIBILITY OF THE GOOGLE ACCOUNT, THE IMPROPER HANDLING OF LICENSEE'S PASSWORD AND ACCOUNT DETAILS BY LICENSEE 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, or liability for any other injury liability cannot be excluded under the relevant legislation.

**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 reports 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 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. for any reason, furthermore in the unexpected event of Licensee's serious breach of contract.
3. The EULA concluded by acceptance hereof shall be terminated by expiration of the testing period (30 June, 2013).
4. 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 Logger for Staff application and delete it from all its electric devices. Licensee is not entitled to any compensation on any legal basis in such an event.
5. Provisions from the purpose of which it so follows shall survive termination of the EULA concluded by acceptance hereof.

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

1. Parties agree that their legal relationship, which is created with the purpose of use of GS1 Logger for Staff 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 Hungarian 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:

<http://gs1logger.gs1hu.org/>

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 15<sup>th</sup> 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 Art. 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.