

Terms and Conditions

Terms and Conditions for the registration of a Legal Entity Identifier (LEI)

(Updated on 5 April 2019)

1. Scope

- 1.1 GS1 AISBL has been granted the accreditation as a Local Operating Unit ("**LOU**") by the Global Legal Entity Identifier Foundation ("**GLEIF**") authorising it to issue Legal Entity Identifiers ("**LEI(s)**").
- 1.2 These Terms and Conditions shall apply to all services provided to Participants (as defined in section 2.1 below) by GS1 AISBL (hereafter referred to as "**GS1**") relating to Participant registration, applications, renewals, and/or management of LEIs (the "**Services**").
- 1.3 These Terms and Conditions are subject to the requirements of International Organisation for Standardisation (**ISO**) 17442:2012 Financial Services-Legal Entity Identifier; recommendations made by the Financial Stability Board (**FSB**); and recommendations made by the LEI Regulatory Oversight Committee (**LEI ROC**), all of which are incorporated by reference and each as amended from time to time.

2. Services

- 2.1 Each participating company (hereafter referred to as the "**Participant**") shall register its details and complete an authentication process. GS1 shall provide a Web site (hereafter referred to as the "**GS1 LEI Web Site**") for the said registration and authentication process and shall provide the Participant with support to complete registration and authentication.
- 2.2 Upon successful registration, GS1 shall issue log in information to Participant for the GS1 LEI Web Site. After logging in to the GS1 LEI Web Site, Participant may register one or more LEIs on the GS1 LEI Web Site. If Participant requires two or more LEIs, then GS1 shall make a bulk LEI registration option available to the Participant via the GS1 LEI Web Site.
- 2.3 The agreement between GS1 and Participant governed by these Terms and Conditions shall take effect on the latter of: (a) the Participant completing and transmitting the registration form via the GS1 LEI Web Site; and (b) GS1 confirming its receipt of the Participant's registration data.
- 2.4 Upon receipt of an LEI application, GS1 shall verify whether a LEI has previously been issued to Participant by another LOU. If Participant has previously been issued a LEI by another LOU, then the Participant may cause such LEI to be transferred to GS1.
- 2.5 Once the verification is successfully accomplished, GS1 shall publish Participant's registration and authentication information, and each Participant LEI, in the LEI repository operated by GS1 (the "**LEI Repository**").
- 2.6 GS1 may expand the scope of, modify, or suspend operation of the GS1 LEI Web Site and the LEI Repository at any time and without notice to Participant.

2.7 GS1 shall annually review the information provided by Participant as part of the registration and authentication process.

2.8 Business hours and response times

The GS1 LEI Web Site shall be available 24 hours per day, seven days per week. GS1 customer service shall be available to Participants Monday to Friday from 9 a.m. to 5 p.m. CET, except for bank holidays. Participant queries and registration requests shall be processed by close of business on the workday following the day the query or request is received by GS1.

3. Participant duties; legal notice

3.1 Participant shall provide GS1 with all information and documents required for the registration and authentication process. Participant warrants that all information provided it is accurate, complete and up to date. If Participant submits inaccurate information, GS1 may disallow Participant's access to the GS1 LEI Web Site and suspend any LEI that has been previously issued to such Participant.

3.2 In connection with the registration and authentication process, it may be necessary for Participant to grant a power of attorney to an employee of the Participant who is responsible for implementing such process on behalf of Participant (an "**Authorised User**"). If the Participant wishes to grant its employee such power of attorney, Participant shall first submit to GS1 the relevant written power of attorney document for the employee so appointed. Such document shall then be made available to the Participant via the GS1 LEI Web Site. GS1 may suspend issuing any LEI until the Participant submits an original copy of the power of attorney document to GS1.

3.3 The Participant agrees to review its registration information annually using the GS1 LEI Website. Participant shall promptly notify GS1 of any change(s) to such information, insofar as such changed information relates to registration, authentication or the granting of power of attorney in connection with any Participant LEI. Such notification shall be effected via the GS1 LEI Web Site. Failing such annual review, Participant acknowledges and agrees that its LEI will lapse at the expiry of the then running one year period.

3.4 Any failure to promptly notify GS1 regarding any change in the Participant's registration information, authentication or the granting of power of attorney for any Participant LEI shall result in the use of any LEI previously issued to the Participant being suspended until any such changes have been notified to and effected by GS1.

3.5 The Participant acknowledges and agrees that issuance of any LEI and annual renewal thereof shall be contingent upon Participant compliance with the GLEIF requirements. Any change in the GLEIF requirements shall be communicated to the Participant by GS1 through a communication on the GS1 LEI Website and to the contact address provided by the Participant.

3.6 The Participant agrees to pay the fees to GS1 set out in Section 4 herein, and in accordance with the price list as amended from time to time. If Participant fails to pay such fees, including in the event that GS1 issues a payment reminder to Participant, GS1 may suspend Participant from using the GS1 LEI Web Site and Participant's LEI will lapse at the expiry of the then running one year period.

3.7 The Participant shall promptly report to GS1 any change that is reasonably likely to influence the LEI and/or Legal Entity Reference Data ("**LE-RD**").

3.8 The Participant shall abide by the Communication Policy, as defined in **Appendix 1**, regarding the LEI and/or LE-RD.

3.9 GLEIF shall be entitled to transfer LEIs to any other LOU, with or without the Participant's permission.

3.10 LEI transfers, even if effected at the Participant's request, shall not be subject to a fee.

- 3.11 The Participant shall fully and irrevocably transfer to GS1 all rights to any LEI that has been allocated to it by any other LOU. If such rights cannot be transferred, the Participant hereby grants GS1 an irrevocable license to use and manage any such LEI.
- 3.12 The Participant acknowledges and agrees that it is obliged to pay the annual revalidation and renewal fees for its LEI.
- 3.13 The Participant acknowledges and agrees that an LOU (including GS1) may be required, by applicable laws or internal LOU controls, to change LE-RD.
- 3.14 The Participant acknowledges and agrees that only one single LEI may be requested per legal entity and it is prohibited to request a second LEI at either the same LOU or any other LOU.
- 3.15 The Participant agrees that if and to the extent that under any applicable (current or future) legislation an LEI might be subject to any intellectual property rights and the Applicant be considered as the right holder, it shall fully and irrevocably transfer such rights to GS1 or, if a transfer is not legally possible under applicable legislation, irrevocably license such rights to GS1 with the permission to sub-license such rights to the GLEIF.
- 3.16 The Participant shall be responsible and liable for all access to and use of the Services and the GS1 LEI Website by Authorised Users or otherwise through Participant's account and for the Authorised Users' compliance with these Terms and Conditions. Upon registration, the Participant will receive login details for use by Authorised Users only. The Participant shall maintain the confidentiality of such login details and notify GS1 immediately of any actual or threatened unauthorised use thereof.

4. Fees

- 4.1 Participant grants GS1 BELGIUM & LUXEMBOURG vzw/asbl a power of attorney to apply for the LEI with GS1 and, accordingly, settle the corresponding fee.
- 4.2 If the result of the verifications conducted by GS1 indicates that an LEI can be registered for the Participant, GS1 registers the LEI after such verification and notifies this to the Participant. If the verification indicates that the technical prerequisites for an LEI registration are not fulfilled or the application was incomplete or otherwise incorrect, GS1 is authorized to reject the LEI registration. No refund shall be owed to Participant in these cases.

5. Term and Cancellation

- 5.1 The agreement governed by these Terms and Conditions shall remain in effect until either the Participant or GS1 is dissolved or otherwise ceases to operate (either completely or only as an LOU). Notice of termination shall be submitted in writing by the terminating party, and shall be effected upon confirmation of receipt by the non-terminating party.
- 5.2 The agreement governed by these Terms and Conditions shall end if: (i) the Participant transfers its LEI to a different LOU or to the GLEIF, (ii) the Participant relinquishes the status of a participant who is issued an LEI, or (iii) if the Participant's LEI is revoked by virtue of the Participant failing to comply with the requirements of re-validation of its LEI.
- 5.3 The Agreement may be terminated with two weeks' advance notice if the GLEIF terminates GS1's accreditation as an LOU. In such event, any liability for damages by GS1 to Participant is excluded, to the extent permitted by law. No fees shall be refunded.

- 5.4 The foregoing shall be without prejudice to either party's right to terminate the agreement resulting from these Terms and Conditions for cause in the event of severe or repeated violation of contractual duties which has not been cured within a 30 calendar day's cure period or for which no cure is possible. No fees shall be refunded.

6. Liability

- 6.1 Any liability imposed on GS1 for any information provided by Participant in connection with its registration and authentication process shall be excluded. Participant shall hold GS1 harmless for any claim or liability arising from its failure to maintain accurate, complete and up-to-date information, or providing incorrect, incomplete or outdated information to GS1 for the purpose of its registration and authentication.
- 6.2 GS1 shall provide its Services related to registration, authentication, and LEI issuance diligently and with due care. Notwithstanding the foregoing, GS1 shall not be deemed or construed to guarantee that any issued information and/or any LEI and/or any information stored in the LEI Repository is accurate and up to date at all times and/or at all times is compliant with the international LEI standard ISO 17442, the recommendations of the FSB, and the recommendations of the LEI ROC, each as amended from time to time; nor shall GS1 be liable for any typographic or spelling error made in any such information. Notwithstanding the foregoing, GS1 shall endeavour to promptly correct any such error upon being informed of such error.
- 6.3 If, due to force majeure or unforeseeable circumstances beyond the control of and/or not attributable to GS1, the functionality of the GS1 LEI Web Site and/or the LEI Repository is limited or deactivated, any GS1 obligation to operate the GS1 LEI Web Site and/or LEI Repository shall be excluded for the duration of such limited or suspended functionality. "**Force majeure**" shall encompass fires; labor strikes; labor lockouts; technical failure (including any instance of network unavailability; any denial of access attacks; any other instance of hacking; and so on) and/or any other circumstance or event that is beyond GS1's control and that is not attributable to GS1. Any GS1 liability for any damages resulting from a force majeure event, or any circumstance or event that is equivalent in nature to a force majeure event, shall be excluded.
- 6.4 The parties shall each be liable in the event of damages caused by its malicious intent or gross negligence. In the event that any instance of negligence occurs, each party shall incur liability solely: (a) in the event of any breach of any material contractual obligation which fulfilment is indispensable for due performance of the agreement resulting from these Terms and Conditions (i.e. any duty that one party could have reasonably expected the other party to fulfil as a matter of course); or (b) in the event of any injury to life, limb or health.
- 6.5 In the event of any instance of negligence, pecuniary liability shall be limited to the amount of reasonably foreseeable loss, injury or damage.
- 6.6 In the event of any loss of data, each party's liability shall be excluded insofar as such loss is attributable to such party's having failed to back up the relevant data, so as to ensure that any lost data can be recovered with reasonable effort.
- 6.7 The Participant may access from the LEI Repository, LEIs issued by other LOUs, insofar as GS1 has obtained such LEIs from public domain sources. GS1 shall process, diligently and with due care, any such information related to any such LEI and, if necessary, shall edit and reformat such information to facilitate access to and comprehension of such information. Any GS1 verification that such third party LEI information complies with either the current requirements of the relevant standards or with the recommendations related to such standards shall be excluded; GS1 does not guarantee that such third party LEI information is complete, accurate and/or up to date. GS1 does not warrant, in connection with such third party LEI information, that on a global level, multiple LEIs may have been issued for such legal entity and GS1 expressly excludes liability for such data.

- 6.8 The aforesaid provisions shall also apply to any agent of either of the parties to the agreement resulting from these Terms and Conditions.

7. Data

- 7.1 GS1 may provide unrestricted access to any and all information provided by Participant in connection with the registration and authentication process; any LEI that Participant applies for and that has been issued to Participant, in accordance with the requirements of the international LEI standard ISO 17442, the recommendations of the FSB, and the recommendations of the LEI ROC, each as amended from time to time. Such access shall encompass making information and LEIs available to third parties as well as use, storage and processing of such information by third parties.
- 7.2 The Participant authorises GS1 to make Participant's data available to third parties, be used, stored, and processed by or on behalf of GS1.
- 7.3 Specific data protection provisions set out in **Appendix 2** apply in relation to the payment platform used by GS1.

8. Data Protection

- 8.1 **Purpose and legal basis:** The LEI system is based upon European legislation (MIFID – MIFIR) as the basis for controlling and authenticating the data transferred during the application and issuing process for a LEI by the Participant. As such the basis for processing during this process any personal data of natural persons representing the Participant is a legal basis as well as the justified interest of the Registration Agent, LOU and GLEIF. Moreover any personal data are freely transmitted by the Participant who consents in that way to processing for the issuance of and LEI. It is for the Participant to ensure that he has the consent of the concerned persons to transfer any personal data to the Registration Agent, LOU or GLEIF. Any personal data transmitted are only processed with regard to the issuance, maintenance and control of the LEI made available to the Participant. Thus any personal data processed are very limited and do not contain sensitive data. The publicly available LEI and LEI-Reference Data do not contain any personal data.
- 8.2 Anyone who wants to challenge an LEI can do this on the GLEIF website by searching the relevant LEI record and then clicking on the "Challenge" button. The holder of the LEI, the Participant can always request a change of the LEI. All rights with regard to the LEI and LE-RD as such are transferred to the fullest extent to GLEIF.
- 8.3 **Retention:** Data will be retained as long as (a) the Participant is the holder of an LEI and (b) there-after in accordance with GLEIF requirements, the records and data will be archived for a period of at least ten years.
- 8.4 **Transfer:** Data collected for the purpose of issuing an LEI, the LEI Reference Data, can be transferred to another Local Operating Unit (accredited by GLEIF) or to GLEIF. GLEIF is subject to Swiss Law and recognized by the EU as a "safe country" for the transfer of personal data. Reference is made to the Swiss Data Protection Laws.
- 8.5 **Rights of Data Subjects:** For any questions regarding the processing of personal data, one can always send a message to: privacy@gs1.org. This address is intended for this purpose only and the person responsible for the protection and processing of data treats the e-mails. One may also use this address to oppose any use of the personal data registered, or to request termination of certain Services or communications. One can also use this address to request a transfer of personal data in a structured manner. One can use this address to request a rectification, limitation, or termination of use, re vocation of consent of the stored personal data (the so-called right to be forgotten). In other words, each data subject has the right to withdraw consent, to object, to be informed, a right of access, a right to rectification of any data, a right of limitation and request of restriction of processing of any collected personal data.

Any request will be answered within thirty days. Please note that any request might have an impact on the concerned LEI and that the legal entity for whom the LEI was created, might have to transmit new data.

- 8.6 **Data Protection Authority:** Each person also has the right to file a complaint with the supervisory authority for Belgium: the Data Protection Authority, in the Member State where he/she usually resides or where he/she has his/her place of work or where the infringement was committed if he/she considered that the processing of personal data violates applicable European or local privacy regulations.

Data Protection Authority, Rue de la Presse 35, 1000 Brussels, +32 (0)2 274 48 00, contact@apd-gba.be
The Data Protection Authority's offices are open to members of the public during office hours, but by appointment only. Please observe that the preferred languages for contacting the Data Protection Authority are Dutch and French.

8.7 Data Controllers/processors

GS1 AISBL, Louisalaan 326/10, 1050 Brussels, Belgium (Crossroad Bank Entreprises / Register Legal Persons, Department Brussels: 0419.640.608), E-mail: privacy@gs1.org.

Global Legal Entity Identifier Foundation (GLEIF), St. Alban-Vorstadt 5, 4052 Basel, Switzerland, registered in the Registry of commerce of the Canton of Basel Stadt and placed under the supervision of the Swiss Supervisory Board of Foundations, E-mail: info@gleif.org

GS1 Belgium and Luxembourg Vzw/Asbl, 1000 Brussel Koningsstraat 76 Bus 1 (Crossroad Bank Entreprises / Register Legal Persons, Department Brussels: BE 0418 233 415), E-mail: info@gs1belu.org

9. General Provisions

- 9.1 These Terms and Conditions shall be governed by Belgian law, whereby application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 ("CISG") shall be excluded.
- 9.2 The place of performance and jurisdiction for any dispute arising from the agreement resulting from These Terms and Conditions shall be Brussels, Belgium.
- 9.3 If any provisions of these Terms and Conditions are or become invalid, the validity of the remaining provisions shall remain in force and unaffected. In such a case, the parties shall replace any provision that becomes ineffective with a written covenant which effectiveness and feasibility are as close as possible to the operative and economic intentions of the invalid clause, to the extent permissible by applicable law. The foregoing shall also apply to any administrative error or unintended effect of a clause in the agreement resulting from these Terms and Conditions.
- 9.4 These Terms and Conditions shall be subject to change insofar as such change is required by GLEIF's requirements, by law or by internal LOU controls. Participant further acknowledges that GS1 reserves the right to amend these Terms and Conditions from time to time. GS1 agrees that the amended Terms of Conditions shall be made available to Brand Owner (either directly or via its selected GS1 Data Source) at least sixty (60) days prior to the effective date and shall become effective as against Brand Owner on the effective date thereof.
- 9.5 To the extent documents, papers or information (including these Terms and Conditions) are made available on the GS1 LEI Website in various languages, and in the event of discrepancies between the different language versions, the English version shall prevail. The English wording also has precedence with respect to the interpretation and meaning of the wording used therein. Versions in other languages (translations) are understood as being provided merely for convenience.

- 9.6 All notices required to be given hereunder shall be in writing (email included) to the other party's registered business address, GS1 GO place of business or address identified on its webpage or the (email) address identified when registering to use the Services or otherwise updated by the authorised user from time to time.
- 9.7 Unless otherwise expressly provided in these Terms and Conditions, the Participant agrees that all intellectual property rights in and to the GS1 LEI Website, the Services and any metadata are owned by GS1 or its licensors.
- 9.8 The Participant acknowledges that GS1 reserves the right to amend these Terms and Conditions from time to time and maximum once a year. Such amended Terms and Conditions shall be made available to the Participant on the occasion of the next annual verification in accordance with section 3.3 by the Participant of its data and become immediately effective.
- 9.9 GS1 will handle any personal data (including any personal data of an authorised user) in accordance with the "Privacy Policy" made available on the GS1 LEI Website.
- 9.10 All notices required to be given hereunder shall be in writing (email included) to the other party's registered business address, GS1 GO place of business or address identified on its webpage or the (email) address identified when registering to use the Services or otherwise updated by the authorised user from time to time.
- 9.11 Failure by GS1 to assert a right under these Terms and Conditions shall not be deemed as a waiver to exercise such right. No waiver of any right set forth herein shall be deemed effective unless given in writing and signed by GS1.

Appendix 1: Communication Policy

This Communication Policy relates to the Terms and Conditions for Registration of a LEI.

1. Objective

The objective of this Communication Policy is to ensure controlled communication regarding challenges of the LEI or the LE-RD.

2. Communication Channels

All requests regarding challenges of the LEI or the LE-RD shall be sent via e-mail to challenge@lei-direct.de.

3. Authorisation

Any person or entity may submit a challenge ("**Challenger**"), provided that such person provides a valid e-mail address.

4. Evidence

The Challenger must provide evidence in support of its challenge (e.g. links or documents).

5. Response Times

Any party involved in the challenge receives response to a message by close of business on the workday following the day the challenge was submitted. Responding to a challenge may take up to ten (10) business days.