

Terms and Conditions

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of this website/mobile app.

The information provided on this web site/app does not render any advice, certifications, guarantees or warranties on the Content (as defined below) relating to the products & services, which GS1 India makes available on this site/app.

TERMS OF USE

The use of this Website/Mobile Application and the Content contained herein are governed by these Terms of Use ("Agreement"). When you use this Site/App. you acknowledge that you have read this Agreement and that you accept and will be bound by the terms hereof as such terms may be modified from time to time.

1. Purpose

1.1 GS1 India will provide platform to scan barcodes printed on the products and search about different product attributes of various manufacturers, sellers etc. of Indian Industry.

1.2 The website/mobile application will also provide information related to products' prices, schemes, discounts, coupons, URLs etc. on as-is basis.

1.3 GS1 India makes no claim that the data is accurate or applicability of the information to any specific situation and disclaims all responsibility, any liability arising thereof.

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1.4 GS1 India may also provide the user the ability to send or share via electronic media with the user's contacts letting them know about the products & services at the Site/App.

2. Definitions

2.1 "Contents" or "Content" shall mean any and all information, data, text, software, music, sound, photographs, graphics, video, messages, materials, news, notices, articles, contracts, forms, documents or other materials and information which may be viewed or downloaded on or through this Site. Contents shall also include any e-mail, messages, e-cards or any other information furnished by a user to be displayed on the Site/App by GS1 India.

2.2 "Feature" or "Features": A "Feature" may include any interactive, value addition service or other additional feature, introduced on the Site/App.

2.3 "Site/App" shall mean the internet site/app identified generally by the URL <https://www.gs1india.org/> and all pages linked to this URL and mobile application by the name 'Smart Consumer' which are posted and operated by GS1 India or its agents.

3. Representations and Warranties

3.1 GS1 India or any of its affiliates or associates or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in this Site/App. The information from or through this Site/App is provided "as is" and all warranties express or implied of any kind, regarding any matter pertaining to the Site/App or the Content including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed.

3.2 GS1 India and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Site. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation.

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4. Your Conduct

4.1 You may post your reviews or comments; and submit suggestions, ideas, questions, or other information, so long as the Contents are not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and do not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam". You shall not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the Contents. However, you acknowledge that GS1 India does not pre-screen the Content, but that GS1 India shall have the right (but not the obligation) in their sole discretion to accept, refuse, move, or remove any Contents that are available via the Site/App.

4.2 You understand that all Contents, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not GS1 India, are entirely responsible for all Content that you have provided to GS1 India with in order to upload, post, transmit or otherwise make available via the Site/App.

4.3 You expressly agree not to use the Site/App to: (i) harm any user in any manner either directly or indirectly; (ii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Contents transmitted through the Site/App; (iii) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site/App are able to type, or otherwise act in a manner that negatively affects other users ability to engage in real time exchanges or "stalk" or in any other manner harass another user; (iv) interfere with or disrupt the Site/App or servers or networks connected to the Site/App, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; (v) upload or transmit any material that is deemed derogatory with respect to the name, services or Contents relating to or provided by GS1 India at Site/App; (vi) intentionally or unintentionally violate any applicable local, state, national or international laws.

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4.3 You expressly represent and warrant that: (i) you are capable to use this Site/App in accordance with all terms and conditions herein in relation to the access and use of this Site/App and the services provided therein; and (ii) all information supplied by you in any correspondences or any other documentation to GS1 India is true, current complete and accurate. You expressly agree that this clause shall survive any termination of this Agreement.

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7.2 The license shall not include: (i) any resale or commercial use of this site/app or its Contents; or (ii) any derivative use of this site/app or its Contents.

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8. Modifications On the Site

8.1 GS1 India reserves the right to modify, suspend/cancel, or discontinue any or all sections, or service at any time without notice. GS1 India reserves the right to make modifications and alterations in the information contained on the site/app without notice. You agree that GS1 India shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site/App.

8.2 You expressly agree that any information provided on the Site/App shall be used by you at your risk. You are advised to hereby make proper enquiries and use the information provided on the Site.

8.3 From time to time GS1 India may supplement its terms of use with additional terms pertaining to specific content (additional terms). Such additional terms are hereby incorporated by reference into these Terms of Use.

9. Limitation of Liability

Neither GS1 India nor its affiliates, employees, agents or consultants shall in any event be liable for any indirect, incidental or consequential damages such as, but not limited to, loss of business information, loss of goodwill, business interruption or loss of anticipated profits or benefits resulting from use of the site/app or any part or whole of the content or arising out of any breach of warranty even if GS1 India or its affiliates, employees, agents or consultants have been advised of the possibility of such damages. such limitation of liability shall apply whether the damages arise from use or misuse of or reliance on site/app's information, from inability to use site/app's information, or from the interruption, suspension, or termination of access to the content or site/app (including such damages incurred by third parties). this limitation shall also apply, without limitation, to the costs of procurement of substitute content, loss of goodwill, loss of profits, or loss of data. such limitation shall further apply with respect to the performance or non-performance of site/app or any information that appears on, or is linked or related in any way to, the site/app provided thereunder. such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

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10. Indemnity

You agree to indemnify and hold GS1 India and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of the Contents you submit, email, transmit or make available through the Site/App, your use of the Site/App, your connection to the Site/App, your violation of this Agreement, or your violation of any rights of another user of this Site/App.

11. Disclaimer

GS1 India disclaims all responsibility and liability arising out of your use or access of this Site/App in any manner whatsoever. The disclaimer and limited liability of GS1 India as set out in this Agreement are fundamental elements of the basis of the bargain for the Content and access to the Site. You agree that GS1 India would not otherwise be able to offer the Content or the Site/App on its present basis without such limitations. This clause shall survive any termination of this Agreement.

12. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

13. Severability

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall: (i) be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability; (ii) not invalidate the remaining provisions of this Agreement; and (iii) not affect the validity of that provision in any other jurisdiction.

14. Governing Law and Arbitration

All legal proceedings shall be subject to the jurisdiction of the courts in New Delhi, India and shall be governed by and construed in accordance with the laws of India and you agree to resolve the disputes under the Arbitration and Conciliation Act 1996. The venue for such arbitration shall be at New Delhi, India.

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15. Relationship

This Agreement or your use of this Site/App does not constitute any joint venture, partnership, employment or agency relationship between you and GS1 India.

16. Compliance with Laws

All dealing entities on Site/App are informed to comply with the applicable laws including but not limited to Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Digital Personal Data Protection Act, 2023, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively and relevant amendment from time to time.

17. Contact Details

For any queries regarding our terms and conditions you may contact us through our Contact us page or you can drop an email on info@gs1india.org Please note that all communications under this Agreement are to be sent and received only by email. For this purpose, your notices should be sent via our contact form, and we will send you our notices at the email address you provide us when you register for an account on GS1 India.

Grievance Officer: Users can file their complaints regarding violation of the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 and rules prescribed thereunder, or any other matter pertaining to this website, with Grievance Officer of GS1 India on the contact information at compliance@gs1india.org. vance Officer of GS1 India on the contact information at compliance@gs1india.org.