



CERTIFICATE PROGRAM AGREEMENT

IMPORTANT – READ CAREFULLY BEFORE PROCEEDING – THIS IS A BINDING LEGAL CONTRACT

YOU UNDERSTAND AND AGREE THAT BY CHECKING THE BOX AND CLICKING THE “ACCEPT” OR “I AGREE” BUTTON YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN ANY GS1 US ASSESSMENT, GS1 US CERTIFICATE OF COMPLETION AND ANY SERVICES UNDER THIS GS1 US CERTIFICATE PROGRAM AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT (INCLUDING THE POLICY DEFINED BELOW), DO NOT COMPLETE THE GS1 US CERTIFICATE COURSE.

IMPORTANT: This Agreement will become effective when you click on “I AGREE” (“EFFECTIVE DATE”).

This GS1 US Certificate Program Agreement (the “**Agreement**”) is entered into by and between You (“I”, “You,” or “Your”) and GS1 US, Inc. (“**GS1 US**”), relating to the GS1 US Certificate Program, as described below. GS1 US and You are collectively hereinafter referred to as the “**Parties**”, or when used individually, a “**Party**”). By agreeing to this Agreement, You acknowledge that You have read and agree to the terms of the GS1 US Certificate Program and the terms and conditions of the applicable GS1 US Certificate Policy (the “**Policy**”) located at: [by clicking HERE](#) which are incorporated and made a part of this Agreement by reference. The terms of this Agreement shall remain in force and apply to any GS1 US Certificate Course for which You have attained a GS1 US Certificate of Completion (defined below).

- DEFINITIONS.** The following terms shall have these defined meanings for the purpose of this Agreement
 - GS1 US Certificate Program (“**Certificate Program**”) shall mean the certificate program(s) described in this Agreement.
 - GS1 US Certificate of Completion is the certificate provided to the GS1 US member that attended and completed the course.
 - GS1 US Certificate Course (“**Certificate Course**”) shall mean any certificate course provided to GS1 US member.
 - GS1 US Course Content (“**Course Content**”) is all materials utilized/presented during any Certificate Course session.
 - GS1 US Assessment (“**Assessment**”) shall mean any evaluation and/or questionnaire taken after the completion of a Certificate Course.
 - Confidential Information shall mean any information that relates to the Course Content and any communications by GS1 US that include information which has not been made available to the general public (including the content of any assessment questions and answers) disclosed to You by GS1 US. Confidential Information, however, does not include information that: (a) is now generally available to the public through no fault of breach on the part of You; (b) You can demonstrate to have had rightfully in Your possession prior to disclosure to You by GS1 US; or (c) is independently developed by You without the use of any Confidential Information.
- PURPOSE.** GS1 US designs, implements and administers global standards and solutions to improve the efficiency and visibility of business processes, and provides education and support to the communities it serves. In furtherance of the GS1 US mission, GS1 US has created various programs under which individuals may obtain a Certificate of Completion in GS1 global standards and solutions through education, training, and/or testing. Subject to the terms of this Agreement (including the Policy), individuals who successfully meet certificate requirements are entitled to use the corresponding to the Certificate of Completion obtained.
- CERTIFICATE.** Upon completion of the requirements, You are eligible for the following certificate:

GS1 US Certificate of Completion

You acknowledge that GS1 US has the right to change at any time the requirements for obtaining and maintaining any Certificate Program and Certificate of Completion, including requiring You to re-authenticate Your credentials. You are solely responsible for keeping informed of any continuing education requirements due to change in versions. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, GS1 US HAS THE RIGHT TO NOT GRANT OR RENEW YOUR CERTIFICATE OF COMPLETION IF GS1 US IN GOOD FAITH DETERMINES THAT YOUR USE OF THE GS1 US ISSUED CERTIFICATE OF COMPLETION WILL ADVERSELY AFFECT GS1 US.

GS1 US may permit You for a specific time period to be determined by GS1 US, in its sole and absolute discretion, to display Your Certificate of Completion in an electronic badge form on third party sites (e.g., LinkedIn) (“**Badging Services**”). The Badging Services shall solely be provided by a third party service provider unaffiliated with GS1 US. You will be required to agree to all such third party service provider’s terms and privacy statements in order to use the Badging Services and any breach by You of such terms and privacy statements shall constitute a direct breach of this Agreement. GS1 US and/or the third party service provider may discontinue providing the Badging Services at any time without notice to You, at which time You will not have any continuing right to use or otherwise display the Badging Services. GS1 US disclaims all liability in connection with the Badging Services and You agree to indemnify and hold GS1 US harmless with respect to any errors, omissions or issues You have with respect to the Badging Services or the third party service provider in connection therewith. Any interactions, correspondence, transactions, and other dealings that You have with any third party offering Badging Services are solely between You and the third party (including issues related to the functionality of Badging Services, delivery of services, warranties, privacy and data security, and the like). GS1 US disclaims all liability in connection therewith.

4. TRANSFER OF CERTIFICATE AND OTHER RESTRICTIONS. You retain Your Certificate of Completion if You leave Your current employment and/or begin working with a new organization. However, You may not assign, make derivative works or sublicense, transfer copy, sell, rent, lease, license Your Certificate of Completion or rights in any Certificate of Completion, in whole or in part to another person or third party. Further, You may not: (i) alter or tamper with any Certificate of Completion in any way, including, but not limited to, skewing; modifying the color, size, pattern and fonts; and separating logo elements, copyright and trademark indicators; (ii) embed or otherwise make available the Certificate of Completion on a web page or other location that contains content that is distasteful, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable (in GS1 US’s sole opinion); (iii) disassemble, decompile, reverse assemble, reverse compile, reverse engineer, or otherwise translate the Certificate of Completion or otherwise attempt to gain access to the source code to the Certificate of Completion, or use any device, program or service designed to circumvent technological measures employed to control access to, or the rights in the Certificate of Completion (or purport to permit any third party to do so); or (iv) take any action that will interfere with or diminish GS1 US’ rights in any Certificate of Completion or will interfere with the performance or functionality of the Certificate of Completion. You agree not to circumvent (or in any way attempt to circumvent) the security or rights management features in a Certificate of Completion or any component of a Certificate of Completion that are designed to prevent users from copying, manipulating or retaining the content made available via a Certificate of Completion. You agree to include, and not remove or alter, GS1 US trademark, copyright or other proprietary rights notices, as provided by GS1 US on the Certificate of Completion and You agree to comply with certificate usage guidelines that may be provided by GS1 US from time to time.

5. REPRESENTATIONS AND WARRANTIES. You warrant and represent to GS1 US that all services You provide and all business You conduct as a holder of the GS1 US Certificate of Completion shall: (i) not harm the reputation of GS1 US; (ii) conduct Your activities in a professional and competent manner (iii) not employ deceptive, misleading, or unethical practices; (iii) not make any representations, warranties, or guarantees to customers on behalf of GS1 US; (iv) comply with all applicable federal and local laws and regulations; and (v) comply with all intellectual property and proprietary rights protections for GS1 US. You further acknowledge that You are not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”) or any similar sanctions imposed by any other body, governmental or other, to which You are subject and will not otherwise conduct business with sanctioned entities/countries (or have otherwise received OFAC approval) and are in compliance with OFAC regulations.

6. DISCLAIMER OF WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GS1 US SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES RELATING TO THE CERTIFICATE COURSE AND THE CERTIFICATE OF COMPLETION, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE GS1 US SERVICES, ITS PROPRIETARY INFORMATION, DELIVERABLES OR DATA DERIVED THEREFROM.

7. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, GS1 US’ LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO THE AMOUNTS PAID BY YOU FOR THE CERTIFICATE COURSE. IN NO EVENT SHALL GS1 US OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY LEGAL AUTHORITY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE; LOSS



OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS; LOSS OF THE USE BUSINESS OR OPPORTUNITY; LOSS OF GOODWILL; ARISING FROM OR RELATED TO YOUR CERTIFICATE OF COMPLETION, FAILURE TO ACHIEVE CERTIFICATE OF COMPLETION, OR TERMINATION OR REVOCATION OF YOUR CERTIFICATE OF COMPLETION, EVEN IF GS1 US HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION. You agree to indemnify and hold GS1 US harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits made against GS1 US by reason of Your performance or non-performance under this Agreement.

9. CONFIDENTIALITY. Anyone obtaining access to the Course Content or Confidential Information is obligated to maintain the confidentiality of this information. If an individual is caught violating the terms of this provision, that individual will be permanently ineligible to participate in any GS1 US Certificate Program. You agree to protect GS1 US' Confidential Information, using at least the same degree of care that You use to protect Your own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. You will not disclose, publish, or disseminate Confidential Information. You may disclose Confidential Information to the extent required by law, provided You make reasonable efforts to give GS1 US notice of such requirements prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby, and GS1 US retains all of its rights therein. Notwithstanding anything to the contrary, if You provide any ideas, suggestions or recommendations to GS1 US, GS1 US is free to use and incorporate such ideas without payment of royalties or other consideration to You. Nothing in this Agreement is intended to grant a license or waive any rights in either Party's patents, copyrights or trademarks.

10. TERM AND TERMINATION. Either Party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' prior written notice. GS1 US may terminate this Agreement immediately, including termination and revocation of any Certificate of Completion upon the occurrence of any of the following events: (i) if You fail to comply with any of the terms of this Agreement, including, without limitation, the terms of the Policy ; or (ii) You misappropriate or disclose any trade secret or Confidential Information of GS1 US (including, but not limited to, any Course Content or Confidential Information), or (iii) You otherwise infringe any other intellectual property right of GS1 US, or (iv) You engage in any other activities prohibited by law. Immediately upon termination of this Agreement, You shall immediately cease all use of any Badging Services. GS1 US' termination under this section shall not prejudice any rights GS1 US may have under this Agreement or in law, equity or otherwise. Sections 5-12 and 15 shall survive termination of this Agreement.

11. RELATIONSHIP OF THE PARTIES. You acknowledge that nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between You and GS1 US. You shall not advertise, promote, or suggest in any manner that the services being provided to Your customers are provided by, sponsored by, or associated in any way to GS1 US, or that You are employed by, affiliated with, or sponsored by GS1 US, except to state that You have successfully completed all requirements for Your particular Certificate Program.

12. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflicts of laws provisions. You will only bring any action or proceeding arising out of or related to this Agreement in the appropriate state or federal court located in Mercer County in the State of New Jersey. Any cause of action You may have with respect to the GS1 US Certificate Program must be commenced within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the Agreement will continue in full force and effect.

13. NOTICE. Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either party pursuant to the terms of this Agreement shall be in writing and shall be deemed given: (i) when delivered personally; (ii) on the next business day after timely delivery to an overnight courier; (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid); or (iv) upon confirmation of receipt by facsimile transmission. Any notice shall be addressed as follows: (a) if to You, at the address provided by You to GS1 US; or (b) if to GS1 US, to:

GS1 US, Inc.
Princeton South Corporate Center
300 Charles Ewing Blvd.
Ewing, NJ 08628
Attention: Legal Department

14. REFUND/CANCELLATION POLICY. GS1 US reserves the right to cancel or postpone a Certificate Program, for any reason or in its sole discretion. Any travel related expenses incurred by You will not be refunded by GS1 US. If You are unable to attend Your scheduled/registered Certificate Program, please email the GS1 US Training Department at training@gs1us.org. If GS1 US Training Department receives notification of cancellation more than thirty (30) days prior to Your scheduled/registered Certificate Program, full registration fee will be refunded. If cancellation request is received by GS1 US Training Department within thirty (30) days of Your scheduled/registered Certificate Program, a credit will be issued. The credit can be applied towards a future offering of the Certificate Program within twelve (12) months from the date of issue. For the sake of clarity, no credit or refund will be provided if You do not provide notice to GS1 US Training Department as described in this section and/or for any notice received after Your scheduled/registered Certificate Program.

15. LICENSE TO FEEDBACK. In the event that You provide GS1 US any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Certificate Program (collectively, the "Feedback"), You agree GS1 US may use the Feedback to modify GS1 US products and services and that You will not be due any compensation, including any royalty related to the product or service that incorporates Your Feedback. You grant to GS1 US an irrevocable, worldwide, royalty-free, fully paid, perpetual, license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether You provide the Feedback on the GS1 US website or through any other method of communication with GS1 US, unless GS1 US has entered into a separate agreement with You that provides otherwise. If, during the course of providing these services, GS1 US develops or modifies the Certificate of Completion, or creates any other materials or intellectual property (collectively, "**Materials**"), whether or not at Your suggestion or direction, then all title, right and interest whatsoever (including, but not limited to, copyright, right to create derivative works, patents, trademarks, trade secrets, mask works, moral rights and any other intellectual property or proprietary rights) in all such Materials will vest and remain with GS1 US.

16. MISCELLANEOUS.

A. **Publicity.** You will not misrepresent or embellish the relationship between GS1 US and You (including by expressing or implying that GS1 US supports, sponsors, endorses, or contributes to You or Your business endeavors), or express or imply any relationship or affiliation between GS1 US and You or any other person or entity except as expressly permitted by this Agreement

B. **Binding Nature; Assignment.** This Agreement will be binding on the Parties, their respective successors, and permitted assigns. You may not assign this Agreement without the prior written consent of GS1 US.

C. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

D. **Waiver of Default; Cumulative Remedies.** A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver, nor shall any waiver by either Party in the performance of any covenant (or breach thereof) be construed to be a waiver of any other or succeeding breach. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the Party. All remedies provided for in this Agreement shall be cumulative and in addition to (and not in lieu of) any other remedies available to either Party at law, in equity or otherwise.

E. **Entire Agreement.** This Agreement constitutes the entire agreement between You and GS1 US with respect to Your access and use of the Certificate Program and Certificate of Completion. GS1 US reserves the right, at its sole discretion, to change, modify, add, or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be either posted on the GS1 US website or in writing to the last address provided by You to GS1 US.