



# GS1 Malaysia Berhad Membership & License Agreement

## TERMS & CONDITIONS

The GS1 Standards and Keys cover product item identification using allocated numbers, barcode symbol generation & printing, electronic communication of product event data and trusted product data repositories, in trade and services. The GS1 Standards and Keys are used by more than 150 countries worldwide and in Malaysia is under the governance of **GS1 Malaysia Berhad** (1201396-K)

### Allocation of Subscriber Number

1. Upon receipt of the completed registration form together with the documents required and applicable fees, each subscriber under Standard Membership and Small Block Membership will be allocated a GS1 Company Prefix Number to be used to form the Global Trade Item Number (GTIN) 13-digit barcode number.
2. Companies which request for more than one GS1 Company Prefix Number will be given an additional GS1 Company Prefix Number after review and at the discretion of GS1. The allocation of additional GS1 Company Prefix Number will be chargeable according to the prevailing Fees at the time of application. The subscriber member's annual subscription fees will be increased by an amount equal to the price of each additional block of numbers requested.
3. GTIN 8-digit barcode numbers are directly allocated numbers that are available only upon request by active GS1 Malaysia Members. However, these numbers will be allocated only if the design of the pack or label genuinely and reasonably precludes the printing of a standard EAN-13 barcode symbol, in the magnification required as a result of the normal print quality on the pack or label. The allocation of GTIN-8 will be chargeable according to the prevailing Fees at the time of application. The subscriber member's annual subscription fees will be increased by an amount equal to the price of the each GTIN-8 number requested.

### Fees

1. Any company who wishes to be a subscriber member of GS1 Malaysia Berhad shall complete the Application Form and submit it together with the registration, all appropriate fees and required documents via:
  - a. **Online application web-form:** <http://www.gs1my.com/member/r1>
  - b. **Email:** [membership@gs1my.org](mailto:membership@gs1my.org), [gs1malaysia@gs1my.org](mailto:gs1malaysia@gs1my.org)
  - c. **Mail or Walk-In:**  
**GS1 Malaysia Berhad**  
Wisma FMM, No.3, Persiaran Dagang, PJU 9,  
Bandar Sri Damansara, 52200 Kuala Lumpur.  
**Tel:** 03-6286 7200
  - d. **Fax:** 03-6276 1042
  - e. **WhatsApp & WeChat:** +6011-16168228, +6014-3933228, +6012-2722646 or +6016-2455228

**Payment to be made to GS1 Malaysia's bank, account No.:** 514208-626-707 (Maybank)

**Note:** A cheque/ bank draft is to be made in favour of "GS1 MALAYSIA BERHAD"

2. **Annual fees** are based on the company's present issued capital. Should the company's issued capital be changed during its course as a subscriber of GS1 Malaysia Berhad, their annual fees will also be adjusted based on the latest issued capital.
3. All new subscribers are **required** to pay the fees specified in the GS1 Sub Fee Guide based on the month of joining.
4. All new GS1 Malaysia Berhad subscribers will be **required** to pay a **Security Deposit**. The deposit can be used to offset the GS1 Malaysia Berhad subscriber's annual fees if the payments are in arrears for a period of three months after the date of invoice.
5. GS1 Malaysia Berhad reserves the right to revise the fees and benefits stipulated in the optional Value Added Membership Package (VAMP) from time to time as deemed necessary.
6. All fees (save for the security deposit) paid upon joining and after receiving the approval letter are non-refundable and non-transferable.
7. Annual fees are **due on July 1** of each year. GS1 reserves the right to charge interest of **8% per annum** on the total sum billed from the expiration of one month from the billing date (i.e. by 1<sup>st</sup> August). A **RM250.00 late charge** will be charged for every unpaid invoice. Subscribers who do not pay their annual fees within a period of three months from July 1 (i.e. by end September) shall have their allocated GS1 Company Prefix Number or any other GS1 identification (ID) keys suspended. This means that they can no longer use any GS1 ID keys, GS1 barcode symbols and other authorised GS1 data carriers. This suspension shall be advised to local retailers, related users and other GS1 Member Organisations around the world. A request will be made to them to inform their retailers and trading partners not to accept products bearing the withdrawn GS1 Company Prefix Number.
8. 10% of the Annual Fees paid will be charged upon written request by subscriber to cancel the application during the process of the application.
9. **Invoices** – **softcopies** of the annual renewal invoice are issued **3 months** before the end of each financial year (from March onwards) and sent to the **registered email address**. **Hardcopies** are only issued **upon request**.

### Documentation

1. The documents required to be submitted together with the application are as follows:
  - For Sole-Proprietor/ Partnership
    - **Business Registration Certificate / SSM**
  - For companies registered with the Companies Commission of Malaysia (formerly known as Registrar of Companies):-
    - **Certificate of Incorporation / Section 14**
    - **Latest Form of Annual Returns or Latest Form 24** (only if the company is incorporated less than 24 months)

### Termination

#### Termination by GS1 Malaysia Berhad

1. Subscribers that use any GS1 identification keys, GS1-approved barcode symbols and other authorised GS1 data carriers must maintain their membership by paying their annual subscription fees when it becomes due.
2. GS1 Malaysia Berhad reserves the right to terminate the membership herein by giving 3 months' notice to the subscriber. Furthermore, GS1 Malaysia Berhad reserves the right to terminate the subscriber's membership immediately by giving notice to the subscriber if the subscriber:
  - a. Fails to pay their membership subscription fees by the due date.

- b. Is declared bankrupt, goes into liquidation, has a receiver or statutory manager appointed, or (being a company) is wound-up other than for the purpose of reconstruction.
- c. Commits any breach of these Terms & Conditions.
- d. Abuses the GS1 Standards and Keys in any way.

### **Termination by Subscribers**

1. Subscribers who wish to terminate their membership must inform GS1 Malaysia Berhad in writing with official company letter head or company resolution documentation. If no such written document is received, it will be deemed that the subscribers wish to continue their membership and they will be billed accordingly every year.
2. Members who terminate their membership less than **12 months after registration** or **3 months after the beginning of a financial year (every July 1<sup>st</sup>)** are subjected to pay for 1 full year subscription fee for the current financial year.
3. Before termination can proceed there must not be any products bearing the terminated GS1 barcode keys circulating in the market (i.e. being sold/traded)
4. GS1 Malaysia Berhad will contact our auditors to ascertain whether any products bearing GS1 barcode keys issued to the subscriber are in the market place, supply chain or otherwise in use by the subscriber at the time of, or after, termination of membership. Proof that a product is still sold can be provided back to the member at **RM 1,050.00 per image**.
5. GS1 Malaysia Berhad reserves the right to reassign the GS1 Company Prefix(s) to another company after termination.
6. Until the termination is confirmed the account will remain current and all invoices remain due for payment. Where products bearing GS1 barcode keys issued to the subscriber are already in the market place, supply chain at the time of termination of the membership, the subscriber will remain liable for a fee equivalent to the Annual Fee for the period that those products remain in the market place.
7. For the avoidance of doubt, termination does not relieve the subscriber from its obligations regarding payment of any outstanding fees for this subscription membership and licence agreement.
8. The Security Deposit will be refunded upon confirmation of termination (3 months from the date of written request received) and after such fee as stated in item (6) above has been fully settled and after GS1 Malaysia Berhad has ascertained NO products bearing GS1 ID keys issued to the subscriber are in the market place, supply chain or otherwise in use by the subscriber at the time of, or after, termination of membership.
9. In the event that the subscriber fails to make full settlement of the outstanding amounts due to GS1 Malaysia Berhad within thirty (30) days from the date of the confirmation of termination, GS1 Malaysia Berhad shall be allowed to deduct the subscriber's outstanding amount from the Security Deposit before refunding the excess (if any) to the subscriber.
10. Any use of the GS1 Standards and Keys after termination of membership is strictly forbidden. The subscriber must immediately cease usage of the GS1 ID keys, GS1 bar code symbols and other authorised GS1 data carriers, or be liable for any damages which might be suffered by GS1 Malaysia Berhad or any of its subscribers. Furthermore, upon termination (at GS1 Malaysia Berhad discretion) or suspension of the subscription herein, GS1 Malaysia Berhad is hereby authorised to give notice to any party or parties in or outside of Malaysia of such termination or suspension of the subscriber from the use of the GS1 Standards and Keys and/ or publish in any manner as it deems fit, the said termination or suspension of the subscriber from the use of the GS1 Standards and Keys, and the subscriber shall not complain or take any action against GS1 Malaysia Berhad in respect of such notification or publication.
11. Reinstatement of GS1 Malaysia Berhad membership will be subjected to reinstatement, registration fee and annual fees as specified in the GS1 Sub Fee Guide based on the month of joining.

### **General Provisions**

1. GS1 Malaysia Berhad grants each subscriber a non-exclusive, non-transferable license to use the GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers solely for the purposes as stated in these Terms and Conditions. Subscribers are NOT allowed to assign/ give/ rent/ lease/ sell any GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers issued by GS1 Malaysia Berhad to another company. Subscribers MUST NOT allow anyone else to use or display the GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers issued to them. If subscribers are found to violate this provision, the GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers allocated to the company will be withdrawn and the company will be fully liable for any losses that are incurred.
2. Companies who use GS1 Standards & Keys for the creation and assignment of Unique Device Identifiers (UDI) in accordance to US FDA Rule on Unique Device Identification must declare their intention during their application and must maintain said information in the respective repositories.
3. Subscribers can use only the GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers assigned to them. GS1 barcode keys, barcode symbols and other authorised GS1 data carriers cannot be ALTERED in any way.
4. Subscribers must comply with the technical standards set out in the manuals and guidelines and such other directions as GS1 Malaysia Berhad, may be given from time to time.
5. It is the responsibility of the Subscriber to keep GS1 Malaysia updated on their **latest contact information** or risk suspension and possibly withdrawal of their GS1 barcodes for not informing GS1 on contact information changes, resulting in **inactive member account status** (i.e. barcode numbers become **unauthorised numbers**) due to **no renewal payment**.
6. GS1 Malaysia Berhad is not liable in any way to the subscriber with respect of the subscription herein or the use of the GS1 Standards and Keys by the subscriber. Subscribers are to indemnify GS1 Malaysia Berhad against all claims, suits, losses, damages or costs suffered or incurred by GS1 Malaysia Berhad as a result of the subscriber's own conduct, misuse of the GS1 barcode keys, GS1 barcode symbols and other authorised GS1 data carriers and any breach of these terms and conditions by the subscriber.
7. It is the responsibility of Subscribers to make sure to pay their subscription fee **on time and in full**; GS1 Malaysia Berhad is not **obliged** to remind Subscribers to pay their subscription fees.
8. Subscribers are to abide by the Terms & Conditions from time to time laid down.
9. An Application will only be processed and approved upon receipt of full payment of all applicable fees, documentation and information required as stipulated.
10. GS1 Malaysia Berhad reserves the right to inform the public by publishing the list of withdrawn GS1 barcode keys and other authorised GS1 data carriers which details the companies that are no longer subscribers.
11. All Private Limited (Sdn Bhd)/ statutory bodies/ government agencies/ cooperative will come under the Standard GS1 Membership.
12. The application form is to be signed by senior management or director of the company.
13. Email MUST be provided in the application form as the GS1 approval letter will be sent by email only. No hardcopy will be sent.
14. Application pending for more than 30 days will be subject to management discretion.
15. GS1 Malaysia Berhad members (Service Provider) are not allowed to send any form of recurring or bulk emails to other GS1 Malaysia Berhad members. Any such actions without the other party's consent will cause said member to be penalised.