

TERMS AND CONDITIONS OF USE AND SERVICE OF REACH-IT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS GOVERNING THE USE OF REACH-IT CAREFULLY BEFORE USING REACH-IT. TO AGREE TO THE TERMS OF SERVICE CLICK "AGREE". IF YOU DO NOT AGREE TO THE TERMS OF SERVICE CLICK "REJECT". ACCESS TO REACH-IT IS SUBJECT TO PRIOR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions

(a) Unless otherwise expressly stated to the contrary, terms used herein shall bear the following meanings:

REACH-IT	means the central IT system that includes the official REACH-IT web application and website as ECHA prescribes for submission of REACH-IT data and for notification of all Decisions and correspondence related to such submission. The system underpins: (i) the requirements of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC and related legislation (hereinafter "REACH") as well as (ii) the requirements set out in Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of Substances and Mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006 (hereinafter "CLP");
REACH-IT data	means any data, information or communication submitted in order to meet the requirements set out in REACH and related legislation as well as to meet the requirements set out in CLP;
ECHA	means European Chemicals Agency established in Helsinki, Finland in 2007;
Decision	means any decision adopted by ECHA pursuant to its regulatory tasks;

Communication	means any document requesting a response to ECHA within a defined period of time;
Party	means any legal entity that has been signed up into REACH-IT to get access rights and to be allowed to submit information and/or REACH-IT data;
User	means the person(s) whom the Party has nominated and authorised to have access to and use REACH-IT;
Terms and Conditions	means these terms and conditions as amended from time to time and in force;
MSCA	means the competent authority which is designated with responsibility for the application of REACH and related legislation as well as of CLP by a particular member state of the European Union and also by Iceland, Liechtenstein and Norway;
Personal Data	means personal data within the meaning of Regulation (EC) No 45/2001 or Directive 95/46/EC on the processing of personal data;
Data Subject	means data subject within the meaning of Regulation (EC) No 45/2001 or Directive 95/46/EC on the processing of personal data.
Other Proprietary Rights	means rights other than intellectual property rights, including, but not limited to, possible rights to use and disclose the names of registrants and potential registrants.

(b) Headings are for ease of reference only and do not form part of these Terms and Conditions. Words denoting the singular include the plural and vice versa, words denoting one gender include all genders and words denoting persons include corporations and vice versa.

2. The REACH-IT Service

REACH-IT provides Parties with an online platform to review and/or submit REACH-IT data to ECHA. Moreover, REACH-IT also serves as the sole means by which ECHA notifies Parties of Decisions as well as of other Communications related to REACH-IT data.

3. Acceptance and Acknowledgement of the Terms and Conditions

(a) In order to access REACH-IT, the Party shall log in by using its registered user ID(s) and user password(s). Access to and use of the REACH-IT service is granted to the Party subject to and in accordance with these Terms and Conditions.

(b) Before signing-up into REACH-IT by creating a REACH-IT account consisting of a user ID and user password, each User has to read and agree to these Terms and Conditions by clicking on the 'Accept' button. If a Party nominates more than one User, this obligation applies to every single User. ECHA reserves the absolute right, at its sole discretion, to

vary these Terms and Conditions in any way and at any time, and the Users of the Party will be requested to read and accept the amended Terms and Conditions upon their first attempt to login to REACH-IT after the variations have been made. By logging-in and/or continuing to use REACH-IT, the Users of the Party specifically accept these Terms and Conditions as varied.

4. Conditions of Use

(a) A Party is entitled to use REACH-IT with a view to meeting and/or ascertaining its legal commitments or that of the companies it is representing under the REACH and CLP and related legislation. REACH-IT may not be used for any other purposes.

(b) The Party agrees that any Users applying the user ID(s) and user password(s) to login to REACH-IT are acting on behalf of the Party and have the legal authority to act on its behalf. A reference in these Terms and Conditions to the Users of the Party logging onto REACH-IT, or continuing to use REACH-IT, or otherwise accessing REACH-IT, shall include any such act done by any person using the user ID(s) and/or user password(s) of the Party (whether authorised by the Party or not).

(c) The Party agrees that it will obtain the consent of the Data Subject before it submits Personal Data via REACH-IT, if submitting or processing Personal Data in REACH-IT so legally requires. If the Party has not obtained such consent, the Personal Data shall not be submitted. Further information on the processing of Personal Data is available in the notice on personal data on the website of ECHA. The Party consents (and has obtained the consent of any Data Subjects) that the Personal Data provided by it may be processed by ECHA and/or the MSCAs for the purpose of implementing REACH, CLP and other relevant Community legislation, and fulfilling the Party's obligations under REACH, CLP and other relevant Community legislation.

(d) Under the Terms and Conditions and subject to the purposes thereof, ECHA and the MSCAs shall be permitted to access, reproduce, review, use, extract, and store any of the information submitted to REACH-IT. Except for confidential information and Personal Data, ECHA and the MSCAs shall also be permitted to cite, create derivative works, publish or otherwise make available REACH-IT data to the public in line with their institutional duties and objectives including but not limited to, the implementation of the REACH Regulation and related legislation as well as the CLP Regulation.

(e) The Party acknowledges that regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents applies to REACH-IT data. Regulation (EC) No 1367/2006 of the European Parliament and of the Council of 6 September 2006 on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies may apply to REACH-IT data.

(f) The Party agrees to keep the details of its Users up to date at any time. To this end, ECHA may require the Users to confirm their details on a yearly basis.

5. Delivery of REACH-IT Data and Warranties

(a) All REACH-IT data shall be provided to ECHA in a virus-free electronic format according to the format and procedures specified by ECHA from time to time or in such other manner as may be determined and promulgated by ECHA from time to time.

(b) At all times, the Party shall not submit any information, communication or other material that infringes any third party's copyrights, patents, trademarks or trade secrets or other intellectual property rights.

(c) ECHA and the Party acknowledge that the Internet is, due to unpredictable traffic congestion, malicious third parties and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the Party's or ECHA's control. The Party and ECHA acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of its information, communication or other material resulting in delays in the processing of such information, communication or other material submitted through REACH-IT. ECHA and the Party recognize that it is impossible to maintain flawless security. ECHA uses its utmost efforts to ensure that REACH-IT will perform correctly. ECHA shall not be liable for any unauthorised access to REACH-IT by any third party or for failures, errors or delays relating to Party's Internet connections.

(d) The Party declares, warrants and undertakes to ECHA that:

(i) any REACH-IT data submitted by it is true, up to date and accurate and not misleading, incomplete or false;

(ii) any REACH-IT data submitted to ECHA through REACH-IT by means of the Party's REACH account shall be deemed to be submitted by the Party;

(iii) it is the owner of all intellectual property rights in the REACH-IT data it has submitted, including copyright, trademarks or name, or is duly authorised by the owner of such intellectual property rights for the purposes of these Terms and Conditions.

(e) Furthermore, the Party hereby warrants to ECHA that:

(i) all information provided to ECHA in relation to its application to become a Party and all information which may subsequently be provided for the maintenance of its status as a Party from time to time is complete, correct and up to date;

(ii) its registration for use of REACH-IT and its acceptance and performance of its obligations under these Terms and Conditions have been duly authorised with all necessary corporate or third party approvals obtained and do not violate the constitutive documents of the Party or any law, regulation or other agreement binding on the Party;

(iii) these Terms and Conditions constitute a legally binding and enforceable contract; and

(iv) in relation to its using REACH-IT, it shall comply with all applicable laws and regulations including, without limitation, all procedures and directions notified or published by ECHA.

6. Disclaimer and Limitation of Liability

(a) This provision is without prejudice to Article 101 of the REACH Regulation concerning the liability of ECHA.

(b) The Party acknowledges that any use of or reliance upon any part of REACH-IT shall be at its sole risk. The Party further acknowledges that use of REACH-IT is provided on an "AS IS" and "AS AVAILABLE" basis and without warranty or condition of any kind, either expressed or implied.

(c) ECHA assumes no responsibility of any kind for any submission made through REACH-IT. By logging onto and/or continuing to use REACH-IT and/or by providing Users with passwords to be used for submission of REACH-IT data, the Party is fully responsible for all REACH-IT data provided to ECHA through REACH-IT. ECHA shall not be liable or responsible (whether in tort, contract or otherwise) for any claim for any losses or damages of any kind (whether direct or indirect, including but not limited to any loss of profit, loss of revenue, loss of anticipated savings or loss of goodwill) whatsoever and howsoever arising from the use of or reliance upon REACH-IT or any related system or software including any mishandling, omission, non-delivery, delay, negligent or unauthorised use of REACH-IT or of the Party's registered user ID(s) and user password(s).

(d) ECHA accepts no responsibility of any kind for the accuracy, completeness or reliability of the content or format of any REACH-IT data at any time before or after submission made through REACH-IT. It is the sole responsibility of the Party to ensure that all REACH-IT data is accurate and compliant with all applicable legal provisions and that such data has been approved for submission by the Party.

(e) ECHA shall not be liable for any action taken or for any failure, hindrance or delay in the performance in whole or in part of its obligations under these Terms and Conditions if such action, failure, hindrance or delay arises out of causes beyond the control of ECHA. Such causes may include, but shall not be limited to, acts of force majeure, labour disputes, mechanical breakdowns, computer or system failures or other failures of equipment, failures of or defects in computer or system software, computer damage due to unauthorised programming routines, unavailability of or restrictions on any communication media for whatever reason, interruptions of power supplies, any law, decree, regulation or order of any government, competent authority, supranational bodies or any court or tribunal and any other causes beyond the control of ECHA.

(f) The Party irrevocably and unconditionally agrees to defend, indemnify in full and hold ECHA harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) in connection with or arising out of the receipt, or transmission or publication or storage or possession of any REACH-IT data through REACH-IT and/or the Party's breach of these Terms and Conditions and/or its improper use of REACH-IT.

7. Intellectual Property Rights and Other Proprietary Rights

(a) Save for any intellectual property rights which the Party may have in relation to any REACH-IT data, the Party acknowledges that the contents and materials of REACH-IT (including the organisation and layout of the website) are proprietary to ECHA or third parties and the copyright, database rights, list rights other intellectual property rights and other proprietary rights in them belong to ECHA or third parties. Accordingly, disclosure and/or use of such information may require prior consent from the concerned owner.

(b) The Party acknowledges that REACH-IT and related systems and software are proprietary to ECHA. The Party shall not tamper with, modify, decompile, reverse engineer or otherwise alter the REACH-IT or any of the related software and the Party shall not attempt to gain unauthorised access to any part of the REACH-IT. ECHA is entitled to deny the Party's access to all or any part of REACH-IT if the Party performs any of the above acts or if ECHA at any time reasonably suspects that the Party has performed or attempted to perform any of them.

8. Modification, Discontinuance or Termination

(a) ECHA reserves the right to modify or discontinue, temporarily or permanently, REACH-IT (or any part or feature thereof) at any time after giving prior notification to the Party if it is practicable, or otherwise, without any prior notification if such notification is not practicable. ECHA may terminate or suspend the Party's access to all or part of REACH-IT with effect from any time as it considers appropriate for any reason including, without limitation, breach of these Terms and Conditions or any other terms or conditions as prescribed by ECHA from time to time.

(b) When exercising its discretion under this section, ECHA will take into account all the relevant circumstances and any obligations of the Party under the REACH and CLP Regulations and related legislation. In particular, ECHA shall be entitled, in its sole discretion, to temporarily suspend all or part of REACH-IT in order to upgrade or modify REACH-IT or any related systems or software and/or to restrict the Party's access to and use of REACH-IT where ECHA considers it reasonably necessary for the operation or maintenance of REACH-IT or any related systems or software. ECHA shall not be liable to the Party or any third party for any claims of any kind related to such termination, restriction or suspension of REACH-IT.

9. Notification of Decisions and Communications

(a) The Party expressly acknowledges and agrees that REACH-IT is the sole means by which ECHA will notify it of Decisions and Communications. For this purpose, REACH-IT contains a special notifications page that can be accessed by every User, containing Decisions and Communications presented in chronological order.

(b) Decisions and Communications are received when they are opened for the first time by any User of the Party to which they are addressed.

(c) The date of notification of Decisions and Communications is the date when they are made available in the User accounts of the Party via REACH-IT.

(d) The Party expressly agrees that receipt of Decisions and Communications will be presumed seven calendar days after the date of their notification if none of its User(s) have opened them in the meantime. Therefore, the Party agrees that its User(s) will login and review any received Decisions and Communications in their account(s) on a regular basis.

(e) Decisions and Communications pertaining to the following regulatory processes will exceptionally initiate the applicable time limit for Parties to respond or act upon notification:

- (i) PPORD - ECHA to indicate incomplete notification (Article 9(5) REACH);
- (ii) TCC - ECHA to indicate incomplete registration (Article 20(2) REACH);
- (iii) Alternative chemical name - ECHA to raise objections (Article 24(3) CLP);
- (iv) Data Sharing - request to the other registrant to submit its 'defence' (Articles 27(6) and 30(3) REACH);
- (v) Evaluation - registrant to comment proposal for amendment (Articles 51(5), 52(2) REACH); and

(vi) Access to document requests – third party consultations (Article 4(4) of Regulation (EC) No 1049/2001).

(f) Without prejudice to the aforementioned, ECHA may implement an automated email alert system notifying the User(s) regarding Decisions notified in REACH-IT. Such emailing system, if implemented, shall be complementary to the notification procedure described within section 9.(a) above, and the Party shall in any case be obliged to monitor for incoming notifications as set forth within section 9.(d) above.

10. Miscellaneous Provisions

(a) If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. Each provision of these Terms and Conditions is severable, and if one or more provisions are declared invalid or unenforceable, the remaining provisions of these Terms and Conditions will remain in full force and effect.

(b) These Terms and Conditions are not intended to contravene any mandatory requirements laid down in applicable mandatory regulations nor to exclude liability for matters, which may not be excluded under such regulations.

(c) The Terms and Conditions shall be governed by and construed in accordance with the Finnish law, excluding its choice of law provisions.

(d) Any dispute, controversy or claim arising out of or relating to this contract, or the breach or validity thereof shall be settled by the district court of Helsinki, Finland.