



TERMS AND CONDITIONS OF USE AND SERVICE OF SIEF-IT

28 May 2010

SIEF-IT IS OFFERED BY SIEF-IT SP. z o.o.

PLEASE READ CAREFULLY CONDITIONS OF USE AND DISCLAIMER RELATING TO YOUR USE OF SIEF-IT BEFORE ACCEPTING TO ENTER THE SITE

THE PRESENT CONDITIONS OF USE AND DISCLAIMER MAY BE CHANGED AT ALL TIME BY SIEF-IT SP. z o.o.

BY SIGNING UP/USING SIEF-IT YOU AGREE TO THESE CONDITIONS OF USE AND DISCLAIMER (HEREINAFTER “THE CONDITIONS”) INCLUDING THE DATA PRIVACY PROVISIONS.

SIEF-IT SP. z o.o. RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE CONDITIONS AT ANY TIME WITHOUT GIVING NOTICE TO YOU.

You should check these Conditions periodically for changes.

By using SIEF-IT after SIEF-IT Sp. z o.o. has posted any changes to these Conditions, you agree to accept those changes, whether or not you have reviewed them.

IF YOU DO NOT AGREE TO THE CONDITIONS OR CHANGES TO THESE, YOU SHOULD NOT USE SIEF-IT.

1. ACCESS TO SIEF-IT

1.1. Access to SIEF-IT is open to Legal Entities listed as a preSIEF participant in ECHA’s REACH-IT system, on a non discriminatory basis (“HEREINAFTER the Users”).

1.2. Access to the SIEF-IT is individual and may be restricted by SIEF-IT SP. z o.o. to pre-registering Legal Entities which are active participants in the preSIEF.

1.3. Additionally, SIEF participants can invite external parties to participate in a SIEF with limited access.

1.4. Only after effective payment to SIEF-IT SP. z o.o. by a Legal Entity willing to use the SIEF-IT and being entitled to do so will access to a particular SIEF in SIEF-IT be given or based on individual separate agreements.

1.5. SIEF-IT is based on information will include at first the information “imported from ECHA REACH-IT” by the Users.

1.6. Therefore, access will only be given for a particular SIEF in SIEF-IT once such information is available in the created on the demand of the Users “SIEF”.

1.7. On condition that the Users abide to the present conditions will the access be maintained.



2. USER OBLIGATIONS.

2.1. For REACH related activities and only those (from preSIEF after entering into ECHA REACH-IT for the purpose of activities such as data sharing, classification and labelling, designation of the lead registrants, preparation of the joint submission etc) shall Users use SIEF-IT. Users shall refrain from employing SIEF-IT for other activities (eg purchasing and selling substances and products or advertising for these etc.).

2.2. The users ought to comply with applicable laws and regulations, including competition law.

2.3. Each User shall be responsible for information and data “obtained” from ECHA REACH-IT and/or posted by himself/herself on SIEF-IT, including but not limited to for their accuracy and relevance.

2.4. Users shall refrain from violating or attempting to violate SIEF-IT’s network security, and in particular, but not limited to, uploading or attaching files that contain viruses, spams, corrupted files or any similar software or programs that might damage the operation of the SIEF-IT and/or another User’s computer.

2.5. Each User of SIEF-IT will entered an individual and specific password and will be personally responsible for this password. It should not be either given or used by any other person. Users shall be responsible for maintaining the confidentiality of their password in order to prevent unauthorized access. Any adventitious misuse or attempt of misuse should be reported at once by the User to: manager@sief-it.com

2.6. Registering, the User shall be obliged to provide both complete and correct details and to update them when necessary.

2.7. Users must refrain from misusing any access granted to them (for instance data transferring to unauthorized third persons).

2.8. In addition, when using SIEF-IT, Users shall refrain from:

2.8.1. Defame, abuse, harass, threaten or otherwise violate legal rights (such as privacy) of the others;

2.8.2. Comparing advantages and disadvantages of substances as well as products on the markets;

2.8.3. Posting, publishing, distributing or disseminating any defamatory, injurious, obscene, indecent or unlawful material or information;

2.9. SIEF-IT SP. z o.o. does not normally screen, edit or approve the content of each individual SIEF section created by the Users unless otherwise stated. Therefore, SIEF-IT SP. z o.o. does not endorse any content of these and disclaims any liability as to their content and/or use.

2.10. SIEF-IT system user consents to receiving information on SIEF-IT offers. SIEF-IT system user consents to informing other participants, potential members of particular SIEF about his presence in SIEFs.



3. RESPECT OF COMPETITION LAW.

3.1. SIEF-IT SP. z o.o. is not linked to ECHA or any of the European Institutions, which entities do not endorse our activities.

3.2. SIEF-IT SP. z o.o. pays particularly the attention of the Users to the need to comply with competition law at all time. Therefore, SIEF-IT must not be directly or indirectly used to conduct, cover or facilitate cartels or any breach of competition laws.

4. VIOLATION OF THE PRESENT CONDITIONS AND APPLICABLE LEGISLATION AND REGULATION.

4.1. SIEF-IT SP. z o.o. reserves the right to seek all remedies available at law and in equity for violation of the present conditions and/or applicable legislation and regulation, including the right to block access from a particular User. It also reserves the right to control or audit any portion of SIEF-IT if it has serious indices of such violation.

5. TECHNICAL CONDITIONS – AVAILABILITY – SECURITY.

5.1. SIEF-IT SP. z o.o. aims at minimizing technical errors and malfunction. However, some data or information on SIEF-IT may have been created or structured in files or formats that are not error-free. SIEF-IT SP. z o.o. cannot guarantee that the underlying files and the formats used are error-free and will not cause malfunction of the User's system.

5.2. SIEF-IT SP. z o.o. cannot guarantee that SIEF-IT will always be available until 31 December 2018. It may happen that access to SIEF-IT may occasionally be suspended, restricted or impeded in order for instance to allow for repairs, maintenance or the introduction of new system functionality.

5.3. SIEF-IT SP. z o.o. accepts no responsibility with regard to such problems (including but not limited to, failure of performance, computer virus, communication line failure, alteration of content, etc.) incurred as a result of using SIEF-IT.

5.4. Although SIEF-IT has been developed and will be maintained with high level of security, SIEF-IT SP. z o.o. cannot guarantee the absolute security at all times of data transmitted and stored against attacks from third parties, nor can it guarantee the absolute security of SIEF-IT and related data transmission processes.

6. DISCLAIMER.

6.1. SIEF-IT SP. z o.o. has made and will continue to make its utmost efforts to ensure that SIEF-IT will perform sustainably and with excellence. Materials and content of SIEF-IT are provided "as is" without warranty of any kind, implied or expressed including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. The entire risk with regards to the quality, use, and performance of SIEF-IT, as well as to the payment of fees and information and data, contained in SIEF-IT, is with the User. In no circumstances will SIEF-IT SP. z o.o. be liable for



any consequential, incidental, indirect or direct damages including but not limited to the loss of data, profits, or any other financial loss arising from either the use of or inability to use SIEF-IT.

7. DATA PRIVACY.

7.1. SIEF-IT is offered by SIEF-IT SP. z o.o.. SIEF-IT SP. z o.o. is the Data Controller. The Data Controller will continue to be responsible and manage the entirety of the access rights to SIEF-IT. Data Controller has not authorized Data Processor to transfer personal data contained or obtained through SIEF-IT outside the EEA.

7.2. In its capacity as Data Controller, SIEF-IT SP. z o.o. has set the following policy: Personal data of the Users may be “imported” directly or indirectly from ECHA-IT whose data privacy Terms and Conditions contain the following rules:

“4. Access of personal data and processing by other parties than ECHA and Member State Competent Authorities

4.1. Identity of third parties having access to personal data ECHA will allow access to personal data by other parties seeking to comply with their obligations under the REACH Regulation. This personal data may be made accessible by ECHA to a number of user groups:

- registrants and potential registrants for the same or similar substance;*
- inquirers for the same substance - parties making an inquiry for a substance will be provided by ECHA the contact details of parties that have already registered/ pre-registered the substance*
- notifiers and registrants in classification & labelling cases shall be provided each other's contact details with a view to reaching an agreement on the contents of an entry in the classification and labelling inventory.*

4.2. Processing of your personal data by third parties

You consent (and have obtained the consent of the owner of personal data):

- that the personal data provided by you may be processed by the parties identified in 4.1 above with a view to meeting their obligations under the REACH Regulation;*
- that for the purposes of meeting or facilitating your and their obligations under the REACH Regulation companies may transfer personal data provided by you to trade associations within the EU that will process this data for those purposes;*
- that the owner of the personal data provided may be contacted by the parties described in the two aforementioned bullet points for the purposes of meeting your and their obligations under the REACH Regulation.*

4.3 Processing of personal data of third parties

You may assume that, solely for the purposes of meeting your obligations set out in the REACH Regulation, the companies that have provided personal data have consented (and obtained the consent from the owner of the personal data) that their data may be processed under the conditions set out in sub-section 4.1 above.”

Personal data shall on no occasion be communicated to any other third parties than mentioned in the above paragraph for the purposes of meeting REACH Regulation obligations by companies.



8. FORCE MAJEURE.

8.1. SIEF-IT SP. z o.o. will not be liable for any delay or default in the performance of SIEF-IT, to the extent that such delay or default is caused, either directly or indirectly, by an event beyond the reasonable control of SIEF-IT SP. z o.o. such as, but not limited to: elements of nature, earthquake, fire, flood, acts or regulations of government bodies, court orders, acts of war, terrorism, rebellions or revolutions, civil disorders, riots, strikes, lockouts or labour difficulties.

9. TRADE MARKS.

9.1. All trade marks included in SIEF-IT are subject to proprietary rights. No rights are being granted.

9.2. SIEF-IT is registered trade mark in the EU.

10. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS (IPRs).

10.1. SIEF-IT and its content, when applicable, are subject to copyright and other IPRs.

10.2. All rights are reserved.

10.3. Copyright and other IPRs such as data protection / Confidential Business Information (Article 39 of the WTO- TRIPs Agreement), of third party material available information or data posted by Users, or third party material and data must also be respected.

11. HYPERLINKS.

11.1 SIEF-IT may provide a link to other sites by allowing the User to leave SIEF-IT to access third-party material or bringing the third party material into SIEF-IT.

11.2. The links to the other sites are provided by SIEF-IT SP. z o.o. solely for convenience and information purposes. SIEF-IT SP. z o.o. has no discretion to alter, update or control the content on a linked site.

11.3. The fact that SIEF-IT SP. z o.o. has provided a link to a site is not an endorsement, authorization, sponsorship or affiliation with respect to a such site, its owners or its providers. Additionally, these links imply neither responsibility for, nor approval of, the information contained in these sites by SIEF-IT SP. z o.o..

12. GOVERNING LAW AND JURISDICTION.

12.1. The present Conditions are exclusively governed and construed in accordance with the laws of Poland without giving effect to any principles of conflicts of law.



12.2. The Courts of Poland (in Polish language) shall have exclusive jurisdiction over any controversy that may arise hereunder.

12.3. SIEF-IT SP. z o.o. shall nevertheless have the right to bring an a User before a court of the jurisdiction of its registered office.