

Terms and Conditions of Use

1. Introduction and area of application

1.1. Chemical Check GmbH, hereinafter referred to as "Chemical Check", operates and sells various services, for example databases in the chemicals field and the preparation of labels and safety data sheets. Via the internet portal www.chemical-check.de or other subdomains, hereinafter referred to as "Portal", users have the option of using various services, for example placing orders with Chemical Check (chargeable), calculating chemical formulae for their own or their customers' products (free of charge or chargeable), using a database (chargeable), having labels and safety data sheets prepared, etc. Registration is necessary for using the Portal. The use of the Portal is exclusively reserved to companies in the exercise of their commercial activity for themselves or their customers. If the user wishes to order chargeable services via the Portal, as well as these Terms and Conditions of Use the individual contractual agreements between the user and Chemical Check from order confirmations and contracts also apply.

1.2. These Terms and Conditions of Use regulate the provision and use of the Portal.

1.3. The user's terms and conditions of business only apply if Chemical Check has expressly agreed to these in writing beforehand.

1.4. These Terms and Conditions of Business apply in the respective current version for the entire duration of use, even if they are not again separately agreed.

1.5. At the latest by registering on the Portal, the user acknowledges these Terms and Conditions of Use and waives the application of his own Terms and Conditions of Use.

2. Subject of the usage agreement and registration

2.1. The subject of the usage agreement is the use of the Portal. The usage agreement between the user and Chemical Check does not come about with the registration by the user, but only if following the registration Chemical Check has sent the user a confirmation email in accordance with Point 2.5. to the address stated by him, or the

user starts to use the services provided by Chemical Check, for example if he defines the desired parameters in the database portal after registration.

The services that can be accessed on the Portal or are made available are partly free of charge and partly chargeable. The use in particular of the chargeable services can be subject to additional terms and conditions of supply and performance, which derive from the order confirmations or written contracts.

2.2. The user undertakes when registering, in his entries and settings always to provide complete, true and current details, and to correct or update his details respectively as necessary.

2.3 The user shall receive access details from Chemical Check for the Portal. He must handle these access details carefully and in confidence on his own responsibility, and must not make them accessible to unauthorised third parties under any circumstances. Insofar as the user does not comply with this, or does not do so sufficiently carefully, he shall be liable for the damage thus arising. Chemical Check will not pass the access details on to third parties and will not ask the user for the usage details at any time – except for during login – including by email or by phone.

2.4. Access to the Portal can also take place via a so-called personal certificate. For this the user receives a certificate on which personal details such as his first and last name, if applicable date of birth, and a password must be entered. The certificate is stored on the respective user's computer. On each login the programme will automatically verify that the user possesses a valid certificate. After authentication the user must enter his password, and only then receives access to the Portal. In respect of storing the password and the certificate, the provisions from Point 2.3 apply correspondingly.

2.5. Following the registration, Chemical Check will send the user an email to the address he has stated. This email confirms that the registration has been received by Chemical Check and that the contract has been concluded. The user must ensure that the email address he has stated is correct and that the emails sent by Chemical Check can be received at this address, and for example will not be blocked by the use of spam filters.

3. Rights and duties of Chemical Check

3.1. The performance by Chemical Check consists in making the Portal available.

3.2. The performance provided by Chemical Check is dependent amongst other things on the availability of third party service providers, and also in particular on the availability and accessibility for example of the internet and mobile phone infrastructure, computing centres, servers, telephone lines, mobile phone networks, domains, apps etc. The user is aware and accepts that for this reason, if applicable the contractual services can be discontinued, restricted, blocked or modified fully or in part, permanently or for a limited period, for all or for individual users.

3.3. In the event of a major reason Chemical Check is entitled immediately to block access by the user and his accounts, and to delete the user's accounts and content. A major reason exists amongst other things if the user passes his access details on to unauthorised third parties.

3.4. The user of the Portal has no entitlement to the provision of particular functions by Chemical Check, even if such functions have already existed in the past. As the operator, Chemical Check is entitled at any time without providing reasons to modify or delete functions of the Portal, or add new functions or associate the use of functions with the fulfilment of factual or personal conditions respectively, unless anything has been expressly agreed otherwise between the parties.

4. Rights and duties of the user

4.1. The user undertakes to use the Portal provided by Chemical Check only within the framework of the applicable statutory and official provisions and requirements, and within the framework of these Terms and Conditions of Use. The user guarantees in particular that the content employed by him does not infringe the laws of the Federal Republic of Germany and the European Union, and in particular also does not infringe the criminal laws in force, provisions for the protection of young people, data protection provisions and regulations, provisions of the Telekommunikationsgesetz [*Telecommunications Act*] and the Telemediengesetz [*Telemedia Act*] or the rights of

third parties. The user undertakes to continuously and appropriately monitor and guarantee this on his own responsibility.

The options available in the system must be used for using the Portal. The user bears sole responsibility for the content entered by him, in particular for its completeness, correctness and lawfulness.

The user shall indemnify Chemical Check against claims by third parties which the latter assert on account of the infringement of a right. Chemical Check shall neither check the user's content for its lawfulness or conformity with statutory provisions, nor appropriate the content.

The Portal must not be used improperly, in particular

- no information that is forbidden by law and unrequested, or information with illegal or immoral content, may be transmitted, communicated or entered.
- care must be taken to ensure that the use of individual functionalities and in particular the insertion of content do not give rise to any adverse effects for Chemical Check.
- the national and international copyrights, trademark rights, patent rights, rights to bear a name or rights to distinguishing marks, and other commercial property rights and personal rights of third parties must be observed.

4.2. The user must refrain from any actions that might adversely affect the functionality of the services provided or procured by Chemical Check. This applies amongst other things to the use of viruses, malware, or software that automatically generates user queries via the internet or otherwise. The user shall also not change, manipulate, overwrite, copy or disseminate the website areas made available to him as applicable by Chemical Check or its customers and service providers, or the website areas of other users.

4.3. The services and rights granted contractually to the user must not be transferred to third parties by the user or surrendered to third parties or surrendered to them for their

use. Under no circumstances must the access details be passed on within the business or made available to third parties.

In addition, the user shall provide Chemical Check with a list of people from his company that are permitted to use the Portal. The Portal must then exclusively be used by this group of people. All the other people named by the user shall receive their own personal access details and will be approved by Chemical Check with their email address and ID. The user shall ensure and be responsible for the specified group of people also knowing these Terms and Conditions of Use and observing them.

Furthermore, the user must keep sensitive data such as his access details secret, and in the event of misuse or suspected misuse must immediately inform Chemical Check of this misuse or suspected misuse.

4.4. The user is himself responsible for the technical equipment and means of communication, hardware and software he uses, as well as the suitability and security of these.

4.5. The user is himself responsible for securing his data appropriately.

4.6. In the event that the user infringes his statutory and contractual obligations and responsibilities, or is in breach of these Terms and Conditions, he shall bear the damage thus arising. Chemical Check is not obliged to check the user's usage behaviour or the content used, communicated or linked by the user for possible legal or contractual infringements. Irrespective of this, in the event of identified breaches, unlawful content or suspected misuse, Chemical Check is entitled without advance notice to delete, block or restrict the services and the corresponding content, links or codes.

4.7 The user is entitled to deregister from the Portal in writing or by email at any time without stating reasons.

4.8 The copyright for the content entered shall remain with the respective user insofar as the inserted content falls under copyright protection. However, with the entry of his

content the user grants Chemical Check the simple right of use, unrestricted in terms of time, to permanently keep the content in the database on the Chemical Check server ready to be accessed, as well as to freely dispose over the content entered by the user within the framework of these Terms and Conditions of Use and in compliance with the provisions on secrecy, to edit and use this content, in particular also to archive and store the content, edit and modify it, and combine it with other content.

5. Interruptions of performance, liability, indemnity

5.1. Chemical Check makes every effort to ensure that its services are available as continuously as possible and that they function free from errors. In principle Chemical Check makes its services available around the clock, but reserves the right occasionally to limit or turn off the systems as necessary to an extent that is reasonable for the user for the purposes of maintaining the systems and optimising their performance. This does not count as a breach of Chemical Check's contractual duties of performance. Restrictions on access or interruptions of the aforementioned kind that are merely temporary do not lead to claims under warranty by the user.

5.2. Any liability by Chemical Check when operating the Portal for slightly negligent breaches of duties is excluded unless damages arising out of death, injury to body or health are concerned. The same applies to breaches of duty by the assistants or legal representatives of Chemical Check or third parties respectively.

5.3. Chemical Check does not accept liability for interruptions, disturbances, restrictions or other hindrances to performance that are due to circumstances beyond the sphere of responsibility of Chemical Check. Furthermore, Chemical Check accepts no guarantee that the accessible content is complete, up to date or correct, in particular in respect of, but not limited to, databases.

5.4. The user is aware and accepts that software and websites that are in accordance with the current state of technology cannot be produced completely free from errors. It can happen as applicable that a code cannot be correctly read, interpreted or processed

by every end device. Despite Chemical Check's dutiful efforts, this cannot be completely ruled out by Chemical Check. Chemical Check does not accept any liability for this or for any defective change to end devices that may as applicable be caused by this.

5.5. The user indemnifies Chemical Check and its assistants against all claims, demands, claims for compensation, claims for indemnification, losses, damages, rights, complaints and lawsuits arising from infringements for which the user, his legal representatives or his assistants are responsible. This indemnity also includes the statutory costs of appropriate legal defence.

6. Data and property rights

6.1. Within the context of the contractual provision of services, Chemical Check and its customers and service providers collect, store and process personal data in accordance with the data protection regulations in force, in particular the Bundesdatenschutzgesetz [*Federal Data Protection Act*] and the Telemediengesetz [*Telemedia Act*]. Such data is only passed on to third parties when this is essential for the provision of the performance, service or procurement service respectively, or there is a statutory obligation to pass such data on. The user hereby declares his agreement to his data being collected, stored and processed. For further information please refer to the [data protection statement](#).

6.2. Chemical Check is entitled to all rights to the services of Chemical Check and their identification including patent rights, copyrights, trademark rights, licence rights or other property rights or rights, and these may only be used by the user contractually within the framework of the express contractual agreements, in the way that is expressly regulated contractually and for the contractually applicable period. In particular, the user is not authorised to copy, modify or dismantle software, to produce adaptations thereof or to try to find the source code. The user is furthermore not authorised to sell or cede software or other products or services from Chemical Check, to issue sublicences in this respect or otherwise transfer rights to third parties or claim to own rights of any kind. The user's rights to the content he himself has provided remain unaffected.

6.3. If the contractual use of performances, services or procurement services from Chemical Check is adversely affected by third party property rights without this being the fault of Chemical Check, Chemical Check is entitled to discontinue the services affected by this. In this case Chemical Check shall inform the user immediately and – insofar as this is possible in an appropriate and reasonable way – offer substitute services.

7. Secrecy

7.1. Chemical Check undertakes to maintain secrecy, in particular in respect of the user's business secrets and formula and product details that have become known to it and have been made accessible via the Portal. The obligation of secrecy shall continue even after the ending of such use.

7.2. The duty of secrecy does not include

- Details of ingredients that have to be listed in the EC safety data sheets pursuant to Regulation (EC) No. 1907/2006 (REACH), other relevant EC regulations and directives, and national requirements of the countries.

Declarations of information and requirements requested by the authorities are also excluded.

- Details showing for example only a purely physical hazardous characteristic, such as propane, butane, isobutene and n-Butyl acetate. If requested by the authorities, the substances will also be named Section 3 of the EC safety data sheets in large-scale bandwidths.

- Details that are required by the authority or other institutions for product registration in Europe.

- The transmission of the confidential information to “authorised recipients of information”. “Authorised recipients of information” are all employees, advisers or auditors of Chemical Check GmbH that reasonably require confidential information for the contractual purpose, including subcontractors that are used by Chemical Check GmbH for the fulfilment of its obligations.

- The requirements of professional organisations and technical guidelines.

8. Concluding provisions

8.1. German law applies.

8.2. For legal disputes arising from or in connection with the business relationship with users, the registered office of Chemical Check shall be the place of jurisdiction if the users are merchants, legal persons under public law or special funds under public law, or have no general place of jurisdiction in Germany or another EU member State, or relocate their permanent place of residence abroad after these Terms and Conditions of Use have become effective, or if the user’s domicile or normal place of residence is not known at the time at which legal action is brought.

The place of performance for both sides is also the registered office of Chemical Check.

8.3. Chemical Check reserves the right to modify these Terms and Conditions of Use in an appropriate and reasonable manner that is in the interests of the parties concerned.