

## TERMS AND CONDITIONS OF USE OF THE REACH STUDY RESULTS

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE OF THE REACH STUDY RESULTS. TO AGREE TO THE TERMS AND CONDITIONS TICK THE BOX STATING THAT YOU HAVE READ AND ACCEPTED THEM. ACCESS AND USE OF THE REACH STUDY RESULTS ARE SUBJECT TO PRIOR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

### 1. Definitions

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

**"CAS Numbers"** – current and historic CAS Registry Numbers.

**"CLP"** – Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures.

**"Data Subject"** – data subject within the meaning of Regulation (EC) No 45/2001 or Directive 95/46/EC on the processing of personal data.

**"ECHA"** – the European Chemicals Agency.

**"Party"** – any legal or natural person that has signed up to access and use the REACH Study Results.

**"Personal data"** – personal data within the meaning of Regulation (EC) No 45/2001 or Directive 95/46/EC on the processing of personal data.

**"REACH"** – Regulation (EC) No 1907/2006 on Registration, Evaluation, Authorisation and Restriction of Chemicals.

**"REACH Study Results"** – the filtered, non-confidential data from REACH registration dossiers, which are made available in a downloadable format subject to the acceptance of the Terms and Conditions. This includes any updates of this data.

**"Terms and Conditions"** – the terms and conditions which constitute a legally enforceable contract.

**"User"** – the person whom the Party has nominated and authorised to access and use the REACH Study Results.

### 2. The REACH Study Results

In fulfilling its objectives, including the protection of human health and the environment, REACH requires, amongst other things, that ECHA makes publicly available certain data, as specified

under Article 119 of the regulation, free of charge and through the internet.

The REACH Study Results fall within that understanding. As defined above, they are filtered, non-confidential data from the REACH registration dossiers, which form part of the information already disseminated through the ECHA website.

The REACH Study Results are made available to the public in a downloadable format subject to these Terms and Conditions, allowing for limited reutilisation while respecting the potential rights of the rightholders. ECHA may choose to provide updates to the REACH Study Results, where resources allow. This means that the REACH Study Results are not necessarily up to date when compared to the information disseminated through the ECHA website.

### **3. Acceptance and acknowledgement of the Terms and Conditions**

In order to access the REACH Study Results, the Party shall first log into its IUCLID account by using its registered user ID and user password. The right to download and use the REACH Study Results is granted to the Party subject to and in accordance with these Terms and Conditions.

Before accessing the REACH Study Results, the Party, and/or, where applicable, the User, has to always read and agree to these Terms and Conditions by ticking the box stating that it has read and accepted the Terms and Conditions.

### **4. Conditions of use**

The REACH Study Results are provided only for research, education, safety data sheet compilation, and classification and labelling of chemicals. The Party will not use the REACH Study Results for any other purpose. The Party shall adhere to all applicable laws and regulations and may not use the REACH Study Results in violation of the applicable law.

The Terms and Conditions are not to be construed as authorising the disclosure, use and processing of the REACH Study Results for other purposes than provided under the Terms and Conditions.

The Party agrees that any User applying its user ID and user password to access the REACH Study Results is acting on behalf of the Party and has the legal authority to do so.

The REACH Study Results may be provided by the Party to third parties. The Party warrants that any third parties that receive or otherwise come in contact with the REACH Study Results are made subject to identical written terms and conditions as those featured in this agreement and the Party shall be responsible for the performance by such third parties of these terms and conditions.

## **5. Representation and warranties**

The REACH Study Results are provided “as is” and without warranty of any kind. ECHA does not give any representations or warranties in connection to the REACH Study Results, expressed or implied, including but not limited to their fitness or usability for a particular purpose, non-infringement, absence of errors, merchantability, or otherwise. The REACH Study Results come from REACH registration dossiers and ECHA accepts no responsibility of any kind for their accuracy, correctness, comprehensiveness, completeness or reliability. Any use of the REACH Study Results is made at the responsibility and risk of the Party.

ECHA will not be liable (whether in contract, by tort, or otherwise) for any direct, indirect, incidental, special, exemplary and/or consequential damages of any kind arising from the use of or reliance upon the REACH Study Results or otherwise arising under or relating to the Terms and Conditions.

## **6. Copyright and proprietary rights**

ECHA does not accept any responsibility whatsoever for any copyright or other infringements related to the REACH Study Results. Copyright, other intellectual property or other rights to some of the REACH Study Results may be vested in a third party, and therefore, permission for use, reproduction and distribution must be obtained from the rightholder. Utilisation without obtaining prior permission from the rightholder of the respective information might violate the rights of the rightholder.

The Party acknowledges that ECHA is distributing CAS Numbers in order to provide information to the public on chemical substances covered by REACH. The Party notes that CAS Numbers are the property of the American Chemical Society and any use or redistribution, except as required in supporting regulatory requirements and/or for reports to the government when the information and reports are required by law or administrative policy, is not permitted without the prior written permission of the American Chemical Society.

## **7. Indemnification**

The Party will indemnify, defend and hold ECHA harmless from any claims related to the use and distribution of the REACH Study Results or otherwise related to the Terms and Conditions.

In the event that the Party receives claims for infringement of intellectual property or other rights from third parties, the Party shall inform ECHA immediately. ECHA shall not be responsible for any consequences of such claims. The Party will reply before the relevant court to the claims of the third party and pay all damages and costs.

## 8. Processing of Personal Data

ECHA may collect certain Personal Data on the Party and, where applicable, the User, including name, email address, and other information requested via a specific form.

The Party is responsible for providing ECHA with Personal Data that is accurate and up to date. In the event of changes to such Personal Data, the Party shall inform ECHA of such changes. The Party must also obtain the consent of the Data Subject before it submits any Personal Data of that Data Subject.

ECHA will process such Personal Data it collects subject to its privacy policy, as provided in the ECHA website, and in line with the provisions of Regulation (EC) No 45/2001 on the protection of the individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

The Party consents that the Personal Data provided by it may be processed by ECHA as set out in ECHA's privacy policy, including for the purpose of implementing REACH, CLP and other relevant Union legislation, as well as for the purposes of these Terms and Conditions and for the establishment of (anonymous) statistics and trends.

The Party has the right to access and rectify the personal data provided by contacting [ECHA via the information request forms on ECHA's contact page](#). ECHA's [Data Protection Officer](#) can also be contacted for any question or complaint with regard to the processing of the personal data and in case of an unsatisfactory outcome, the Party can have recourse to the [European Data Protection Supervisor](#).

## 9. Duration of the Terms and Conditions, and termination

The Terms and Conditions will enter into force when accepted by the Party and will continue to apply indefinitely. ECHA shall be entitled to terminate the Terms and Conditions with immediate effect if the Party is in material breach of the provisions therein and has not rectified its breach within thirty (30) days to ECHA's satisfaction. Termination shall not prevent ECHA from claiming further damages.

Upon termination of the Terms and Conditions, the Party shall cease to use and/or distribute the REACH Study Results, and all physical and electronic copies of the REACH Study Results held by the Party shall be immediately destroyed. ECHA also reserves the right to ask the Party to redact any works derived from the REACH Study Results accordingly.

Termination of the Terms and Conditions shall not release the Party from any obligations claimable before the termination date. The provisions of the Terms and Conditions relating to

the disclaimer of warranty, indemnification and ECHA's liability shall survive.

#### **10. Applicable law and dispute settlement**

The Terms and Conditions are governed and construed in accordance with Finnish law, without a reference to its conflict of laws provisions.

Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach, termination or validity thereof, shall be settled by the courts of Finland.

#### **11. Miscellaneous**

i) ECHA reserves the absolute right, at its sole discretion, to vary these Terms and Conditions in any way and at any time. Such changes will be announced to the Party through the IUCLID 6 website. ii) The Terms and Conditions shall not be assigned or transferred in whole or in part without the prior written consent of ECHA. iii) If any provision herein is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of these Terms and Conditions shall not be affected, and the void, illegal or unenforceable provision shall be replaced by a new one being as close to the replaced provision as legally possible. iv) The Terms and Conditions are the entire agreement between ECHA and the Party regarding the access and use of the REACH Study Results. v) The headings given in these Terms and Conditions are solely for convenience or reference, and they shall not be construed as having any bearing upon the interpretation or meaning of the provisions of these Terms and Conditions.