

## **LINKinSIEF IS PROVIDED BY REACHCENTRUM SPRL**

**PLEASE READ CAREFULLY THE FOLLOWING CONDITIONS OF USE AND DISCLAIMER RELATING TO YOUR USE OF LINKinSIEF BEFORE ACCEPTING TO ENTER THE SITE**

**THEY WILL APPLY TO ALL ENTITIES THAT USE THE LINKinSIEF PLATFORM AS HOSTED AND PUT AT DISPOSAL BY REACHCENTRUM TO REACH CONSORTIA OR LEAD REGISTRANTS FOR USE IN THE SIEF THROUGH THIS TOOL. EXCEPT FOR THE REACH CONSORTIA OR LEAD REGISTRANTS THAT CREATE A SIEF IN LINKinSIEF, THE OTHERS USERS OF THE LOA MODULE DO NOT ENTER INTO ANY CONTRACTUAL RELATIONSHIP WITH REACHCENTRUM SPRL.**

**RELATIONSHIP AMONG USERS IN A SAME SIEF IS RULED BY THE OPERATIONAL RULES AGREED IN THE SIEF, IF ANY AND BY THE TERMS OF THE AGREEMENT CONCLUDED IN THE SUBSTANCE INFORMATION EXCHANGE FORUM (SIEF) BETWEEN THE INDIVIDUAL SIEF MEMBERS AND THE CONSORTIUM/THE LEAD REGISTRANT, IF ANY.**

**REACHCENTRUM SPRL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE CONDITIONS OF USE AND DISCLAIMER AT ANY TIME WITHOUT GIVING NOTICE TO YOU.**

**YOU SHOULD CHECK THESE CONDITIONS PERIODICALLY FOR CHANGES. BY USING LINKINSIEF AFTER REACHCENTRUM SPRL HAS POSTED ANY CHANGES TO THESE CONDITIONS, YOU AGREE TO ACCEPT THOSE CHANGES, WHETHER OR NOT YOU HAVE REVIEWED THEM.**

**BY SIGNING UP/USING LINKinSIEF YOU AGREE TO THESE CONDITIONS OF USE AND DISCLAIMER ("HEREINAFTER the Conditions") INCLUDING THE DATA PRIVACY PROVISIONS.**

**IF YOU DO NOT AGREE TO THE CONDITIONS OR CHANGES TO THESE, YOU SHOULD NOT USE LINKINSIEF.**

### **1. ACCESS TO LINKINSIEF**

Access to LINKinSIEF is open to all Legal Entities which are listed as a (Pre-)SIEF participant in ECHA's REACH-IT system, on a non discriminatory basis ("**HEREINAFTER the Users**"). ReachCentrum cannot be held responsible for the content of such list *e.g. in case of any missing Legal Entity/ies or any other mistake in the list* which is provided by ECHA via its REACH\_IT system under ECHA's responsibility.

In addition, external parties (entities that are not Users) can be invited by SIEF participants to participate in a SIEF with limited access. Access to the LINKinSIEF is individual and may be restricted by ReachCentrum SPRL to (pre-)registering Legal Entities which are participants in the (Pre-)SIEF.

(Pre-)SIEF contains following types of participants: 1) Pre-Registrants, 2) Early Registrants, 3) Registrants (for Substances already registered and for substances declared 'registered', e.g. Biocides) and 4) Data Holders

Access to a particular SIEF in LINKinSIEF will only be given to a Legal Entity being entitled to do so and after effective payment to ReachCentrum by the Lead Registrant willing to open a SIEF in LINKinSIEF.

LINKinSIEF is based information "imported from ECHA REACH-IT". Therefore, access will only be given for a particular SIEF in LINKinSIEF once such information is available in the "SIEF" that has been created. ReachCentrum cannot be held responsible for the content of information that is imported by ReachCentrum in good faith from the ECHA's REACH\_IT system.

Access will be maintained provided Users abide to the present Conditions.

## **2. USER OBLIGATIONS**

(1) LINKinSIEF has been developed only in the context of the REACH Regulation (EC) No 1907/2006.. Users shall only use LINKinSIEF for REACH related activities and only those which include but are not limited to from pre-SIEF after entering into ECHA REACH-IT for the purpose of activities such as data sharing, classification & labelling, designation of the lead registrants, preparation of the joint

submission. Therefore, Users shall refrain from using LINKinSIEF for any other activities which include but are not limited to the selling and purchasing products and substances or advertising for these, etc.

(2) Users of LINKinSIEF shall comply with applicable laws and regulations, including competition law (see hereunder).

(3) Each User shall remain responsible for data and information posted by himself/herself on LINKinSIEF, including but not limited to their accuracy and relevance.

(4) Users shall refrain from violating or attempting to violate LINKinSIEF'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 LINKinSIEF and/or another User's computer.

(5) When registering, the User shall be obliged to provide a correct email address and to update it when necessary.

(6) An individual and specific password will be entered by each User of LINKinSIEF, who is personally responsible for this password. The User shall be duly authorized to represent the Legal Entity to which the access to LINKinSIEF is granted. This password should not be given or used by any other person. Users shall be responsible for maintaining the confidentiality of their password to prevent unauthorized access. Any adventitious misuse or attempt of misuse should be reported immediately by the User to [linkinsief@reachcentrum.eu](mailto:linkinsief@reachcentrum.eu).

(7) Users must refrain from misusing any access granted to them (for example by transferring data to unauthorized third persons).

(8) In addition, when using LINKinSIEF, Users shall refrain from:

- a. Compare advantages and disadvantages of substances (within the meaning given in the context of REACH) and products on the markets;
- b. Defame, abuse, harass, threaten or otherwise violate legal rights (such as privacy) of the others;

- c. Publish, post, distribute or disseminate any defamatory, injurious, obscene, indecent or unlawful material or information;
  - d. Upload or attach material or files that contain data, software or material protected by intellectual property laws (or by rights of privacy) unless the User owns or controls the rights thereto or has received all consent thereto as may be required by law;
  - e. Delete any author attributions, legal notices or proprietary designations in any file or document that is uploaded;
- (9) Unless otherwise stated, ReachCentrum SPRL does not normally screen, edit or approve the content of each individual SIEF section used by the Users. Therefore, ReachCentrum SPRL does not endorse any content of these and disclaims any liability as to their content and/or use.

### **3. RESPECT OF COMPETITION LAW**

ReachCentrum SPRL draws particularly the attention of the Users to the need to comply with competition law at all time. Therefore, LINKinSIEF must not be directly or indirectly used to conduct, cover or facilitate cartels or any breach of competition laws. For more information, see the Cefic leaflet on EC Competition Law & Reach [Cefic leaflet on EC Competition Law & Reach](#)

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

ReachCentrum SPRL 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 LINKinSIEF if it has serious indices of such violation.

### **5. TECHNICAL CONDITIONS – AVAILABILITY -- SECURITY**

- (1) Users shall abide to the technical conditions as set up in LINKinSIEF.
- (2) ReachCentrum SPRL aims at minimizing technical errors and malfunction. However, some data or information on LINKinSIEF

may have been created or structured in files or formats that are not error-free. ReachCentrum SPRL cannot guarantee that the underlying files and the formats used are error-free and will not cause malfunction of the User's system.

- (3) ReachCentrum SPRL cannot guarantee that LINKinSIEF will always be available until 31 December 2018. Whilst ReachCentrum SPRL is committed to ensure that the availability of LINKinSIEF will be essentially uninterrupted and error-free, this cannot be guaranteed. Access to LINKinSIEF may occasionally be suspended, restricted or impeded in order for example to allow for repairs, maintenance or the introduction of new system functionality.
- (4) ReachCentrum SPRL 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 LINKinSIEF.
- (5) Even though LINKinSIEF has been developed and will be maintained with high level of security, ReachCentrum SPRL 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 LINKinSIEF and related data transmission processes.
- (6) Further adaptation and maintenance costs may be asked to the users to contribute to LINKinSIEF, after having paid/pre-paid the basic fee for access.

## **6. FORCE MAJEURE**

ReachCentrum will not be liable for any default or delay in the performance of LINKinSIEF, to the extent that such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of ReachCentrum such as, but not limited to: fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, labour difficulties and IT technical impossibilities caused by a third party, which include but are not limited to blockage or suspension of the REACH-IT system under ECHA responsibility.

## **7. DISCLAIMER**

ReachCentrum SPRL has made and will continue to make its utmost efforts to ensure that LINKinSIEF will perform sustainably and with excellence. Content and materials of LINKinSIEF are provided "as is" without warranty of any kind, either expressed or implied 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 as to the use, quality, and performance of LINKinSIEF, as well as for the information and data, contained in LINKinSIEF, is with the User. ReachCentrum will not assume any responsibility whatsoever for any damage or injury caused by the use of the present tool. In no event, ReachCentrum SPRL will be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, loss of profits, or any other financial loss arising from the use of, or inability to use LINKinSIEF.

## **8. DATA PRIVACY**

a) LINKinSIEF is offered by ReachCentrum SPRL.

ReachCentrum SPRL is the Data Controller and the Data Processor in the sense of the Belgian Act of 8 December 1992 on data privacy adopted in application of Directive 95/46/EC.

The Data Controller will continue to be responsible and manage the entirety of the access rights to LINKinSIEF. The Data Processor is not authorised to transfer personal data contained or obtained through LINKinSIEF outside the EEA.

b) In its capacity as Data Controller, ReachCentrum SPRL has set the following policy:

Personal data of the Users may be "imported" directly or indirectly from ECHA-IT whose data privacy Terms & Conditions contain the following rules:

### ***3.4. Access of personal data and processing by other parties than ECHA***

#### ***3.4.1. Identity of third parties having access to personal data***

*REACH-IT will allow access to personal data by other parties seeking to comply with their obligations under the REACH Regulation. This personal data is accessible to a number of user groups:*

- *potential registrants for the same or similar substance they will have access to any personal data provided in the pre-Substance Information Exchange Forum (pre-SIEF) page for that substance set up by REACH-IT*
- *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 & labeling 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 labeling inventory.*

#### **3.4.2. 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 3.4.1 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.*

#### **3.4.3 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 3.4.1 above.*

Personal data shall in no circumstances be communicated to any other third parties than mentioned in the above paragraph for the purposes of meeting REACH Regulation obligations by companies. However, ReachCentrum SPRL may communicate personal data to Cefic AISBL and ReachCentrum SPRL which are belonging to the same group of companies/organisations as ReachCentrum SPRL.

c) Users can obtain the communication and if the occasion arises, the correction or removal of their personal data or refuse the communication of personal data to either Cefic AISBL or

ReachCentrum SPRL by contacting the following address [linkinsief@reachcentrum.eu](mailto:linkinsief@reachcentrum.eu)

## **9. TRADE MARKS**

All trade marks included in LINKinSIEF are subject to proprietary rights. No rights are being granted. LINKinSIEF and ReachCentrum are registered trade marks by ReachCentrum SPRL in the EU; Cefic, ReachCentrum and Responsible Care are trade marks registered by Cefic AISBL in Europe.

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

LINKinSIEF and its content, when applicable, are subject to copyright and other IPRs of ReachCentrum SPRL. All rights are reserved.

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**

LINKinSIEF may provide a link to other sites by allowing the User to leave LINKinSIEF to access third-party material or bringing the third party material into LINKinSIEF. The links to the other sites are provided by ReachCentrum SPRL solely for convenience and information purposes.

ReachCentrum SPRL has no discretion to alter, update or control the content on a linked site. The fact that ReachCentrum SPRL has provided a link to a site is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers. In addition, these links imply neither responsibility for, nor approval of, the information contained in these sites by ReachCentrum SPRL.

## **12. GOVERNING LAW AND JURISDICTION**

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



The Courts of Brussels (in French language) shall have exclusive jurisdiction over any controversy that may arise hereunder. ReachCentrum SPRL shall nevertheless have the right to bring an a User before a court of the jurisdiction of its registered office.

*The present Conditions may be amended by ReachCentrum from time to time and, therefore, you should read our current terms and conditions on LINKinSIEF, or write to ReachCentrum to request a copy of the same.*

*All Rights Reserved. All Trade Marks recognised.*

*ReachCentrum SPRL*