



Global MSDS Limited

HAZMIX TERMS AND CONDITIONS (EUTC)

THIS LEGAL AGREEMENT BETWEEN YOU AND GLOBALMSDS LTD GOVERNS YOUR USE OF THE HAZMIX PRODUCT, SOFTWARE, SERVICES, AND WEBSITE (COLLECTIVELY REFERRED TO AS THE “ SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

GlobalMSDS Ltd is the provider of the Service, which permits you to utilize certain Internet services, including accessing on-line information (such as “ open access” data on chemical classifications, hazards and properties, chemical regulations and email), making use of GlobalMSDS's logic-driven rules to derive Safety data Sheet and label content and making it accessible on your compatible devices and computers, only under the terms and conditions set forth in this Agreement. As soon as you register and use HAZMIX, your content will be automatically stored by GlobalMSDS Ltd, so you can later access that content.

I. REQUIREMENTS FOR USE OF THE SERVICE

A. Age. The Service is only available to individuals aged 13 years or older, unless you are under 13 years old and your GlobalMSDS Ltd ID was provided to you as a result of a request by an approved educational institution. We do not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction, without verifiable parental consent.

To use the Service, you cannot be a person barred from receiving the Service under applicable governing jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to this requirement.



B. Devices and Accounts. Use of the Service may require compatible devices, Internet access, and certain third party software, such as Adobe Acrobat Reader® (fees may apply in some cases); may require periodic updates; and may be affected by the performance of these factors.

C. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Account is allocated storage capacity appropriate and relative to the level of purchasing that you make. GlobalMSDS Ltd reserves the right to apply reasonable limitations to allocated storage capacity without notice and will notify you by email sent to your email address in the event that this limitation is exceeded. If your use of the Service or other behavior intentionally or unintentionally threatens GlobalMSDS Ltd's ability to provide the Service or other systems, GlobalMSDS Ltd shall be entitled to take all reasonable steps to protect the Service and GlobalMSDS Ltd's systems, which may include suspension of your access to the Service or termination of your Account.

D. Availability of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries and GlobalMSDS Ltd makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. GlobalMSDS Ltd does not represent or warrant that access to the Site and Services will be uninterrupted, that the Site and Services will operate error-free, that errors in the Site and Services will be corrected, or that the Site, Services and Content are free of computer viruses or other harmful components and although GlobalMSDS Ltd and the Internet Service Provider will make all reasonable efforts to reinstate the service in the event of downtime, neither GlobalMSDS Ltd nor the Internet Service Provider shall be liable for any direct or indirect consequential loss including all claims, expenses, damages, costs or any loss of any kind arising out of that lack of Service. To the extent you choose to access and use the Service, you do so at your own initiative with full understanding of the risks involved.

E. Changing the Service. GlobalMSDS Ltd reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be made by updating this posting. By accessing or using the Site or Services after such revisions are posted, you agree to the revised Legal Notice. You should visit this posting periodically to review this Legal Notice and any



revisions. In the event that you refuse to accept such changes, you should cease using the Service from that point forward. GlobalMSDS Ltd will have the right to terminate this Agreement and your account. You agree that GlobalMSDS Ltd shall not be liable to you or any third party for any modification or cessation of the Service.

II. FEATURES AND SERVICES

A. Translated phrases

GlobalMSDS Ltd has over a number of years developed an extensive database of standard phrases that have been translated into foreign languages by professional translators for use in the Service. In recognition of the changing nature of language, different linguistic meanings and its use within different contextual settings and human error the suitability of translated phrases may change over time. Notwithstanding that GlobalMSDS Ltd makes reasonable efforts to identify deficiencies in its translated phrases and implement improvements without undue delay GlobalMSDS Ltd makes no representations, warranties and conditions of any kind, either express or implied, including, without limitation, concerning the merchantability of the translated phrases and it is solely your responsibility to determine the fitness for a particular purpose, accuracy, completeness, suitability, security or reliability of the output documents before use.

B. Logic Based Rules

GlobalMSDS Ltd has developed Logic Based Rules or algorithms based upon guidance published documents by the European Chemicals Agency (ECHA), United Nations Economic Commission for Europe (UNECE) and other authorities to determine the classification of hazardous mixtures for Supply and Transportation, and to propose standard phrases and data for insertion into output documents. GlobalMSDS Ltd makes no representations, warranties and conditions of any kind, either express or implied, including, without limitation, concerning the merchantability of the Logic Based Rules or the guidance upon which they are based and it is solely your responsibility to determine the fitness for a particular purpose, accuracy, completeness, timeliness, suitability, security or reliability of the output documents before use. You further acknowledge and agree that GlobalMSDS Ltd shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such translated phrases.

C. Third Party Content



Certain Content, components or features of the Service may include materials from third parties, web spiders and/or hyperlinks to other web sites, resources or content. Because GlobalMSDS Ltd may have no control over such third party sites and/or materials, you acknowledge and agree that GlobalMSDS Ltd is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that GlobalMSDS Ltd shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

III. Your Use of the Service

A. Your Account

As a registered user of the Service, you must establish an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify GlobalMSDS Ltd of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for use on an individual or company basis and you should not share your Account and/or password details with another individual outside your company. Provided we have exercised reasonable skill and due care, GlobalMSDS Ltd shall not be responsible for any losses arising out of the unauthorised use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your GlobalMSDS Ltd ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service ("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that GlobalMSDS Ltd may store and use the Service Registration Data you provide for use in maintaining your account and for processing payments.



B. Use of Other GlobalMSDS Ltd Products and Services

Particular components or features of the Service provided by GlobalMSDS Ltd and/or its licensors, including but not limited to the provision of Safety Data Sheet Authoring Services, Specialist Expert Advice and other software, require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

C. No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in a GlobalMSDS Ltd ID or similar resource used by you in connection with the Service.

D. Right of Survivorship

You agree that your Account is non-transferable and that any rights to your GlobalMSDS Ltd ID or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be transferred to another party or terminated and all Content within your Account deleted. Fees may apply for transfer of accounts. Contact HAZMIX Support at support@hazmix.com for further assistance.

E. No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose whatsoever.

IV. Content and Your Conduct

A. Content

"Content" means any information that may be generated or encountered through use of the Service, such as data, data files, device characteristics, document, written text, software, graphics, images, messages and any other like materials. You understand that all Content,



whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not GlobalMSDS Ltd, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. GlobalMSDS Ltd does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

B. Your Conduct

You agree that you will NOT use the Service to:

- i) upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, intentionally misleading or otherwise objectionable;
- ii) stalk, harass, threaten or harm another;
- iii) pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another HAZMIX user, an GlobalMSDS Ltd employee, or otherwise misrepresent your affiliation with a person or entity (GlobalMSDS Ltd reserves the right to reject or block any GlobalMSDS Ltd ID or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- iv) engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

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v) post, send, transmit or otherwise make available any unsolicited or unauthorised email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

vi) forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");

vii) upload, post, email, transmit, store or otherwise make available any material that contains (or is linked to) to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or any other computer code, files or other malicious computer software or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

ix) interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

x) plan or engage in any illegal activity; and/or

xi) gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

C. Removal of Content

You acknowledge that GlobalMSDS Ltd is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, GlobalMSDS Ltd reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable. You agree that you will not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data



extraction and data harvesting) on or in relation to this website without GlobalMSDS Ltd express written consent.

D. Back up Your Content

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. GlobalMSDS Ltd shall use reasonable skill and due care in providing the Service, but GlobalMSDS Ltd does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

E. Access to Your Account and Content

GlobalMSDS Ltd reserves the right to take steps GlobalMSDS Ltd believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that GlobalMSDS Ltd may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as GlobalMSDS Ltd believes is reasonably necessary or appropriate, if legally required to do so or if GlobalMSDS Ltd has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of GlobalMSDS Ltd, its users, a third party, or the public as required or permitted by law.

F. Copyright Notice

GlobalMSDS Ltd delivers the Service through a HTTPS (Hypertext Transport Protocol Secure) server that uses Transport Layer Security protocol (TLS), which protects the integrity and confidentiality of your data through three key layers of protection:

- i) Encryption—encrypting the exchanged data to keep it secure from eavesdroppers. That means that while the user is browsing a website, nobody can "listen" to their conversations, track their activities across multiple pages, or steal their information.



- ii) Data integrity—data cannot be modified or corrupted during transfer, intentionally or otherwise, without being detected.
- iii) Authentication—proves that your users communicate with the intended website. It protects against man-in-the-middle attacks and builds user trust, which translates into other business benefits.

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, please contact GlobalMSDS Ltd's by sending an email to "support@hazmix.com". GlobalMSDS Ltd may, in its sole discretion, suspend and/or terminate Accounts of users that are found to be repeat infringers.

Where third party websites accessed by the service claim copyright over content and/or require acceptance of terms and conditions before use you acknowledge and agree that you are solely responsible for complying fully with those requirements and indemnify GlobalMSDS Ltd against any and all claims, either direct or indirect, made by the third party, their agents or representatives.

G. Violations of this Agreement

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to support@hazmix.com.

H. Content Submitted or Made Available by You on the Service

i) License from You.

Except for material we may license to you, GlobalMSDS Ltd does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant GlobalMSDS Ltd a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or



violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorisation to distribute it.

ii) Changes to Content.

You understand that in order to provide the Service and make your Content available thereon, GlobalMSDS Ltd may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits GlobalMSDS Ltd to take any such actions.

iii) Trademark Information.

GlobalMSDS Ltd, the GlobalMSDS Ltd logo, HAZMIX, the HAZMIX logo and other GlobalMSDS Ltd trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of GlobalMSDS Ltd in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

V. Software

A. GlobalMSDS Ltd's Proprietary Rights.

You acknowledge and agree that GlobalMSDS Ltd and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not reverse engineer the Software



or use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Software or Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

C. Licence from GlobalMSDS Ltd.

THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

D. Export Control.

Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to applicable export and import laws. You agree to comply with all applicable export and import laws and regulations. You also agree that you will not use the Service for any purposes prohibited by International and National law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data or software that cannot be exported without prior written government authorisation, including, but not limited to, certain types of encryption software, without first obtaining that authorisation. This assurance and commitment shall survive termination of this Agreement.

E. Updates.

From time to time, GlobalMSDS Ltd may update the Software used by the Service in order fix program bugs, feature enhancements or improvements, or entirely new versions of the Software.

VI. Termination

A. Termination by You

You may terminate your Account and/or stop using the Service at any time without any obligation to pay fees or charges.



B. Termination by GlobalMSDS Ltd

GlobalMSDS Ltd may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by GlobalMSDS Ltd in its sole discretion and GlobalMSDS Ltd will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, GlobalMSDS Ltd may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by GlobalMSDS Ltd in its sole discretion and GlobalMSDS Ltd will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service, though it will refund pro rata any pre-paid fees or amounts.

C. Effects of Termination

Upon termination of your Account you will lose all access to the Service and any portions thereof, including, but not limited to, your Account, GlobalMSDS Ltd ID, email account, and Content. In addition, after a period of time, GlobalMSDS Ltd may delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

VII. Links and Other Third Party Materials



Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because GlobalMSDS Ltd may have no control over such third party sites and/or materials, you acknowledge and agree that GlobalMSDS Ltd is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that GlobalMSDS Ltd shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

VII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

GLOBALMSDS LTD SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

GLOBALMSDS LTD DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME GLOBALMSDS LTD MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GLOBALMSDS LTD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.



IN PARTICULAR, GLOBALMSDS LTD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

GLOBALMSDS LTD DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND GLOBALMSDS LTD DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

GLOBALMSDS LTD SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) GLOBALMSDS LTD'S FAILURE TO USE REASONABLE SKILL AND



DUE CARE; (B) GLOBALMSDS LTD'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GLOBALMSDS LTD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF GLOBALMSDS LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

INDEMNIFICATION

You agree to defend, indemnify and hold GlobalMSDS Ltd, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by GlobalMSDS Ltd as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue GlobalMSDS Ltd, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of GlobalMSDS Ltd' s conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all

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violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless GlobalMSDS Ltd from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

IX. GENERAL

A. Notices

GlobalMSDS Ltd may provide you with notices regarding the Service, including changes to this Service, by email to your email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

B. Governing Law

This Agreement shall all be governed and construed in accordance with the laws of United Kingdom applicable to agreements made and to be performed in United Kingdom. You agree that any legal action or proceeding between GlobalMSDS Ltd and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in United Kingdom. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. GlobalMSDS Ltd's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. GlobalMSDS Ltd may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.



Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

C. Entire Agreement

This Agreement constitutes the entire agreement between you and GlobalMSDS Ltd, governs your use of the Service and completely replaces any prior agreements between you and GlobalMSDS Ltd in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of GlobalMSDS Ltd to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

D. "GlobalMSDS Ltd" as used herein means:

GlobalMSDS Ltd., registered in England under company number 04004077 and whose registered office is located at Rotterdam House, 116 Quayside, Newcastle upon Tyne, NE1 3DY, United Kingdom.

ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.



Issue 1

March 8th, 2015



GlobalMSDS Ltd

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