

# Terms of Service

## 1. Introduction Terms of Service

These Terms of Service apply to any visit to and use of the Website [www.stoffenmanager.com](http://www.stoffenmanager.com) and to the use of the Stoffenmanager® Basic Service made available via this Website.

“You” or “Customer” in these Terms of Service refers to you as the person visiting the Website, and (if you register or use on behalf of company or legal entity), also to such company or legal entity. You warrant that the person accepting these Terms of Service is authorised to do so and is authorised to bind the company or legal entity for which he/she uses the Website and/or the Stoffenmanager® Basic Service.

“Cosanta” or “We” refers to Cosanta B.V. a Dutch limited liability company having its registered office at Laan van Kronenburg 14, Amstelveen, the Netherlands. Cosanta is the provider of the Website and the Stoffenmanager® Basic Service.

By using this Website you confirm to agree to the [Website Terms of Service](#) set out below. If you via this Website after registration also use the Stoffenmanager® Basic Service, you confirm to additionally agree to the [Stoffenmanager® Basic Terms of Service](#) set out below. The Website Terms of Service and the Stoffenmanager® Basic Terms of Service are collectively referred to as the [Terms of Service](#).

Cosanta may at any time without prior notice discontinue or change the Website and/or the Stoffenmanager® Basic Service and/or change the Terms of Service, without being liable to you. Changed Terms of Service will take effect as from the time they are made available on the Website. We recommend that you consult the Terms of Service on a regular basis to keep abreast of any changes. By visiting the Website and/or the Stoffenmanager® Basic Service after Cosanta published the changed version on the Website, you now confirm in advance to being bound by the new version at such time. If you do not wish to be bound by those changes, you should refrain from any further use of this Website and/or the Stoffenmanager® Basic Service.

You can download and save or print these Terms of Service for future reference by [clicking this link](#).

## 2. Website Terms of Service

### Disclaimer

Although the content of the Website has been compiled with care, Cosanta cannot guarantee the correctness of the information on the website or the results from using the tools provided on the Website. Cosanta on behalf of itself and its licensors, subcontractors and directors expressly disclaims all liability for any loss or damage resulting from visiting or using the Website or any service made available via it.

### Intellectual Property Rights (IP rights)

All intellectual property rights and related rights (such as copyrights, trademark rights, patent rights, trade name rights, databank rights and neighbouring rights, as well as rights to know-how and equivalent rights) to the Website and the service made available via it remain vested in Cosanta and its third-party licensors.

You may only use the Website for your own personal use to and not for any other secondary purpose and you may not (other than as technically necessary to access and view the Website) copy it in whole or in part or reuse and/or redistribute it in whole or in part to any third party.

Used pictures and fonts are, unless otherwise indicated, made available by [flaticon.com](http://flaticon.com) and [freepik.com](http://freepik.com).

### Registration information / privacy

When you upload or enter any personal information (e.g. to create an user account or register for a newsletter), we will use the provided data for the purpose indicated on the web page where you enter such data. We will process any data that is personal data in accordance with applicable Dutch privacy laws.

You are responsible to keep any username and passwords you use to access the Website and/or Stoffenmanager® Basic Service confidential. Cosanta may assume that you are actually the user if a user logs in using your user name and password. If you suspect that your password may be or is known to an unauthorised third party, you must immediately inform Cosanta by sending an email to: [helpdesk@stoffenmanager.com](mailto:helpdesk@stoffenmanager.com).

Passwords are managed completely automatically; if you lose your password, you can sign a statement giving the system manager temporary access to retrieve the password; alternatively, you must re-enter your data in a new account.

For managing and improving the Website and the services provided via the Website, Cosanta collects and processes information regarding the use of the Website and the Stoffenmanager® Basic Service. All such usage data will be gathered anonymously and in an aggregated manner, except where we use it to specifically provide or improve our services for you (e.g. by means of cookie as set out below).

If you wish to know which data we have registered about you or if you want to change your data, you can contact us via [info@cosanta.nl](mailto:info@cosanta.nl).

## Use of cookies

For the proper operation of our website Stoffenmanager® uses cookies. These cookies are used for the operation of our software and for keeping anonymous statistics on visitor numbers. Cookies are not shared with third-parties or used for marketing purposes.

### **What is a cookie?**

A cookie is a small text file that is placed on your computer by the website you are visiting so that this information can be retrieved again later. With Stoffenmanager®, for example, this includes your log-in token so that you do not have to log in for each visit if the "remember me" option is selected.

Only the website that placed the cookie on your computer can retrieve the cookie. Other websites cannot retrieve Stoffenmanager® cookies. You can view and, if you wish, remove your cookies using your browser software. Cookies are necessary for the operation of Stoffenmanager®.

### **Technically necessary cookies**

When you log in on Stoffenmanager®, a cookie or the local storage of your browser is used to register that you are logged in and what your preferences are (such as preferred language or selected filters). This is technically necessary for the operation of the application. Sensitive information (log-in token) is encrypted using AES Encryption and can only be retrieved by stoffenmanager.com. A cookie does not store your log-in name and password. This storage is short-lived and is removed nearly every time you close your browser.

The cookie that is placed for easy log-in upon your next visit to the website when the option 'Stay logged in' is ticked, will not be removed when you close your browser. Never select this option when using a public computer or a computer that you share with others. You can remove this cookie yourself using your browser settings or by using the log-off option in Stoffenmanager®.

### **Google Analytics cookie**

Stoffenmanager® uses Google Analytics to keep anonymous track of how many people use Stoffenmanager® as well as of the technical information related to those visits. This includes which browser and which operating system is used. We do this to improve our insight into our user group with a view to future developments. These statistics are not used for commercial purposes by Stoffenmanager® and are anonymised. We cannot see who you are or what you did on the website. We can only see that an x number of our visitors used Firefox and an x number used Internet Explorer.

This cookie is placed by Google, but Cosanta has specified to Google in Google Analytics that it may not use the data. For further information on the Google Analytics privacy terms and conditions, see the Google privacy statement and Google Analytics and Cookies.

## Applicable law and choice of forum

These Terms of Service are governed by Dutch law. Any disputes arising between you and Cosanta regarding the use of the Website and/or the Stoffenmanager® Basic Service shall be exclusively submitted to the competent court in Amsterdam, under Dutch law.

## 3. Stoffenmanager® 'Basic' Terms of Service

### 1. Definitions

<b>Term</b>	<b>Definition</b>
Cosanta	Cosanta B.V. a Dutch limited liability company having its registered office at Laan van Kronenburg 14, Amstelveen, the Netherlands;
Customer	Registered user of the Stoffenmanager® Basic Services;
Intellectual Property Rights	all copyrights, patents, database rights, rights in trademarks designs, know-how, logos, confidential information and similar rights (whether registered or unregistered);
Stoffenmanager® Basic Services	making the then current 'Basic' version of Stoffenmanager® Software - installed, managed and hosted by Cosanta - available for limited use by Customer over the internet on a Software as a Services (SaaS);
Stoffenmanager® Software	the web based software application, which offers tooling to assist the user in estimating, prioritising and managing health risks

Term	Definition
	related to hazardous materials;

## 2. Stoffenmanager® Basic Services scopes

2.1. Hosting and technical management: Stoffenmanager® Basic Services of Cosanta include the hosting and technical management by Cosanta of the Stoffenmanager® Software in a secured third party data centre. The Stoffenmanager® Software will be implemented by Cosanta and made available ready for use by Customer via the internet. Customer can subsequently connect to the Stoffenmanager® Software via the internet using up to date software browsers, to configure the Stoffenmanager® Software, load its own data in the Stoffenmanager® Software and use the Stoffenmanager® Basic Services.

2.2. Service 'as-is': The Stoffenmanager® Basic Service is provided for free and for limited use only on an 'as is' basis without committed service levels or any commitment to provide support services. Cosanta does not warrant the Stoffenmanager® Basic Services will operate error free or uninterrupted, nor does Cosanta commit to address or resolve defects in the Stoffenmanager® Basic Services.

2.3. Usage limitations, only one account per company/user: Customer may only use the Stoffenmanager® Software for the usage scope made available technically by Cosanta from time to time as part of the Stoffenmanager® Basic Service. Cosanta may change or reduce such usage scope at any time without prior notice to Customer. **Each legal entity, company or group of companies/legal entities may only open and use 1 (one) account for the Stoffenmanager® Basic Services**. Opening multiple accounts for the benefit/ use of a company, legal entity or group of companies / legal entities is expressly prohibited and a violation of these terms and will entitle Cosanta to charge Customer the full non discounted license fee for full commercial use at the then current standard applicable license fees of Cosanta version of the Stoffenmanager® Service for all accounts opened and used by or for Customer and to block all accounts for the Stoffenmanager® Basic Services until such fees are paid in full. If Cosanta suspects a violation of this restriction it may ask Customer for further information from Customer and may in its discretion decide to suspend access for Customer to its account of the Stoffenmanager® Basic Services until the concerns are addressed to Cosanta's satisfaction.

2.4. Usage limitations, general Customer may not copy or use any part of the Stoffenmanager® Basic Services expressly including any software, concept, knowhow, data, algorithm or other proprietary aspect thereof, other than as necessary to be able to use the Stoffenmanager® Basic Services. Furthermore, it is strictly prohibited to modify, change, reverse engineer, decompile or create derivative works of the Stoffenmanager® Basic Services or to enable or instruct third parties to do so, except to the extent such restriction is prohibited under applicable mandatory law. Customer must in using the Stoffenmanager® Basic Service observe the usage instructions and guidelines in the Documentation and may not use the Stoffenmanager® Basic Services in a manner interfering or disrupting the integrity or the proper functioning of the Stoffenmanager® Basic Services and the data stored thereon.

2.5. No use for/by third parties allowed: Customer may only use the Stoffenmanager® Basic Services for its own internal business purposes and may not make the use of the Stoffenmanager® Basic Services available to any third party by sale, rent, sublicensing, timesharing or on any other basis, nor use the Stoffenmanager® Basic Services for the benefit of any third party on any basis including by reselling them or by combining them with the services provided by Customer to third parties.

2.6. Evolution of Stoffenmanager® Basic Services: The Stoffenmanager® Basic Services may be updated and changed by Cosanta from time to time without prior notice.

## 3. IP rights, third party license terms

3.1. Ownership Stoffenmanager® Basic Services: All Intellectual Property Rights in or related to the Stoffenmanager® Basic Services, and any modifications thereto, including those suggested or requested to be made by Customer (but excluding any Customer Data) are and will remain to be fully and wholly owned by Cosanta and its licensors.

3.2. Ownership Customer Data: All data which Customer uploads in the Stoffenmanager® Basic Services or sends to the Stoffenmanager® Basic Services or gathers from its relations via the Stoffenmanager® Basic Services, expressly including but not limited to product formula, component specifications and risk assessments created with the Stoffenmanager® Basic Services, are considered Customer Data and are and will remain to be fully and wholly owned by Customer and its licensors. Cosanta will not use the Customer Data for any other purpose than to provide the Services to Customer, to manage, maintain and improve the Services (whereby any use of Customer Data will be at aggregated and anonymised basis only) and to comply with applicable laws.

3.3. Return of Customer Data: Cosanta will have no obligation to retain archive copies of the Customer Data for Customer and may make back-up copies but is not obliged to provide access to those for free in case of an accidental deletion of the Customer Data. Cosanta expressly does not warrant Customer data not be lost or deleted. Customer is itself responsible to make regular back-up copies of its Customer Data to safeguard its interests with respect to such data

## 4. Compliance to laws

4.1. Customer responsibility for legal use: Customer is fully responsible for the use Customer makes of the Stoffenmanager® Basic Services, all data it uploads to the Stoffenmanager® Basic Services and all related instructions it gives to Cosanta in configuring and using the Stoffenmanager® Basic Services for Customer. Customer shall at all times ensure that all such use complies with applicable laws, does not violate any third party rights (expressly including any intellectual property rights or trademark rights) and is does not constitute a tort against any third party. Further Customer commits not to use the Stoffenmanager® Basic Services for sending obscene, threatening, defamatory, fraudulent, or otherwise tortious or offensive messages that could hurt the reputation of Cosanta and its licensors.

4.2. Right to suspend services: Cosanta reserves the right to stop any use of the Stoffenmanager® Basic Services expressly including the sending of any messages via the Stoffenmanager® Basic Services which it reasonably deems to violate these terms, any applicable law or any third party right.

4.3. Privacy laws: The Stoffenmanager® Basic Service is expressly not provided by Cosanta to Customer to manage or process personal data. Should incidental to the provision of the Stoffenmanager® Basic Services any personal data be processed by Customer by means of the Stoffenmanager® Basic Services, Customer shall ensure this occurs in accordance with applicable laws and that all consents that may be required from the relevant individuals for such processing are obtained.

4.4. Ultimate responsibility: With respect to applicable laws Cosanta may share prior experiences, market practices and general information about laws and regulations in respect of the use of certain hazardous or otherwise regulated materials and in respect of the Stoffenmanager® Basic Services, but this is done expressly without accepting any liability or responsibility. Cosanta is not a legal advisor or law firm and the ultimate responsibility for ensuring compliance to applicable laws in using hazardous materials or regulated materials and the related use by Customer of the Stoffenmanager® Basic Services is and remains at all times with Customer.

4.5. DISCLAIMER ACCURACY STOFFENMANAGER®: The Stoffenmanager® Basic Service only provides statistical estimations and indications of the expected behaviour of materials in standard situations. The expected behaviour of the material may in practice be different (both in being more and less dangerous than as indicated under the relevant circumstances). Customer is advised at all times to base its final decisions in handling materials not solely on the outcome of its use of the Stoffenmanager® Basic Services.

## 5. Limitation of Liability

5.1. Liability limit direct damage: The total liability of Cosanta towards Customer for breach of contract, tort or under any other legal theory in relation to the Services of Cosanta is fully excluded.

5.2. No limitation: The limitations mentioned in the preceding paragraph of this clause shall not apply if and insofar as the damage or injury are the result of intentional misconduct or gross negligence of Cosanta.

5.3. Exclusion liability indirect damage: Cosanta shall never be liable towards Customer or towards third parties for any consequential or incidental damage, damage to data, lost turnover, lost profits, lost savings, damages occurring as the result of the use of the output of the Stoffenmanager® Basic Service in using a particular material or damage to good name, whether such damages arise under a tort, contract or other claim, even if Cosanta has been informed of the possibility of such damages.

5.4. Employees and subcontractors: The provisions in this clause 5 shall also apply for the benefit of the employees of Cosanta and of the subcontractors utilized by Cosanta in executing its obligations toward the Customer.

5.5. Duty to report and mitigate damages: Any claim to damages against Cosanta must be reported by Customer to Cosanta immediately after Customer became aware of it and Customer must use all reasonable efforts to prevent or mitigate any such damages. Any such claim shall be extinguished by the mere lapse of twelve (12) months after the event to which such claim pertains has first occurred.

5.6. Third party claims: The Customer will indemnify and hold Cosanta harmless from any third party claims and related reasonable legal costs caused by Customer's use of the Stoffenmanager® Basic Services, expressly including any claim from any third party caused by a violation of such third party's rights or of applicable privacy or other laws by Customer in using the Stoffenmanager® Basic Services.

## 6. IP indemnity

6.1. IP indemnity commitment: As far as Cosanta is aware, the Services do not infringe upon any third party Intellectual Property Rights when used in accordance with the applicable terms. Cosanta shall, as sole and exclusive remedy, defend the Customer at its expense against any claim from a third party that the use of the Cosanta Services by the Customer infringes any third party's Intellectual Property Rights (IP Claim).

6.2. Conditions for IP indemnity: Cosanta shall pay all costs, damages and attorney's fees that a court finally awards as a result of such an IP Claim or make all payments related to a settlement agreed by Cosanta with such third party concerning such IP Claim, provided that:

- a. Such IP Claim is not in any way caused by any Customer Data or any act or omission of Customer;
- b. Customer promptly notifies Cosanta in writing of such IP Claim; and
- c. allows Cosanta to control such IP Claim and any related settlement negotiations and fully co-operates with Cosanta in the defence against such IP Claim.

6.3. Resolving infringement: If an IP Claim is made or in the reasonable opinion of Cosanta is likely to be made then, at Cosanta's option:

- a. Cosanta will procure a license from the holder of the relevant Intellectual Property Rights to enable the Customer to continue to use the Services; or
- b. Cosanta will replace the relevant part to the Services with a modified version thereof, which does not infringe the third party Intellectual Property Rights; or
- c. Cosanta may terminate the provision of the Stoffenmanager® Basic Services with immediate effect.

## 7. Confidentiality

7.1. **Confidentiality commitment:** Each party (Recipient) undertakes to the other party (the Disclosing Party) to treat as confidential all information in any medium or format (whether marked "confidential" or not) which the Recipient receives from the Disclosing Party either directly or indirectly which concerns the business, operations, software or customers of the Disclosing Party and which can reasonably be deemed to be of a confidential nature (Confidential Information).

7.2. **Usage restriction:** The Recipient may only use the Confidential Information for the purposes of performing the activities set out in this Agreement. The Recipient may only provide its employees, directors, subcontractors and professional advisers (Permitted Users) with access to the Confidential Information on a strict "need-to-know" basis for this purpose. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this clause.

7.3. **Exclusions:** This clause 7, shall not apply to any information which:

- a. is in or subsequently enters the public domain other than as a result of a breach of this clause 7;
- b. has been or is subsequently received by the Recipient from a third party which is under no confidentiality obligation in respect of that information; or
- c. is required to be disclosed any competent governmental or regulatory authority.

7.4. **User statistics:** Cosanta may use user statistics of Customer's use of the Cosanta Services to manage, maintain and further improve the Services, provided Cosanta does so in a manner that no third parties will directly or indirectly obtain or get access to any information that can be traced back to or directly linked to Customer.

## 8. Miscellaneous

8.1. **Transfer of rights:** Customer may not assign or in any other ways transfer the rights to use the Stoffenmanager® Basic Services, including but not limited to the right to use the Stoffenmanager® Basic Services, to any third party. Cosanta may assign its right and obligations towards Customer to any party to which it transfers its assets and activities related to the Stoffenmanager® Basic Services, by giving written notice to Customer.

8.2. **Rejection of third party purchasing terms:** The applicability of the Customer's purchasing or other general terms and conditions is expressly rejected.

8.3. **Applicable law:** These terms and conditions and all agreements to which they apply shall be governed by the laws of the Netherlands.

8.4. **Dispute resolution:** All disputes arising in connection with these terms or any agreement they are applicable to, shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam the Netherlands.

8.5. **Language version:** These Terms of Service may be made available in multiple language versions. In case of any differences in interpretation the English language version will be the leading version to resolve any such differences in interpretation.