

Terms of Use

By using Chemspace, you agree to be bound by the following Terms of use ("Terms") and all Chemspace policies related to them. We may change these Terms at any time, for any reason and without notice.

The entity you are contracting with is SIA "Chemspace", a limited liability company established under the laws of Latvia and having its principal place of business at Ilukstes iela 38-5, Riga, LV-1082, Latvia if you reside in the European Union or one of the following countries: Switzerland, Norway, Serbia, Bosnia&Herzegovina, Montenegro, Albania, Macedonia, Kosovo, Ukraine, Russia, Belarus, Israel; CHEMSPACE US INC., a limited liability company established under the law of state of New Jersey of the United States of America and having its principal place of business at 606 Fox Run Drive, Plainsboro, NJ 08536, if you reside in the United States of America or the other countries not mentioned above.

The following describes the terms and definitions, which are used in these Terms, for more convenience.

"Buyer" means a registered user who uses the Site to purchase Products or services from a Supplier.

"Catalogue" means Supplier catalogue or part thereof that is to be converted to an Electronic Catalogue.

"Confidential Information" means information of a proprietary nature including but not limited to prices, request(s) for quotation, purchase requisitions, purchase order information, user to user transactional information, the fee and this agreement.

"Electronic Catalogue" means the structured electronic and or digital version of the Catalogue suitable for display and interrogation on the Site.

"Products" means the chemicals and chemical compounds intended primarily for laboratory research offered for sale and sold by Suppliers to Buyers via the Site.

"Site" means Chemspace marketplace to be found at www.chem-space.com.

"Supplier" means registered user who sells the products using the Site and who accepted the Supplier Marketplace Terms.

"User" means a Buyer or Supplier registered via Chemspace site and may be referred to as "you", "your" in these Terms.

Scope

Access to certain areas of the Site is restricted to registered users. We reserve the right to restrict access to other areas of the Site, or indeed the whole Site, at our discretion.

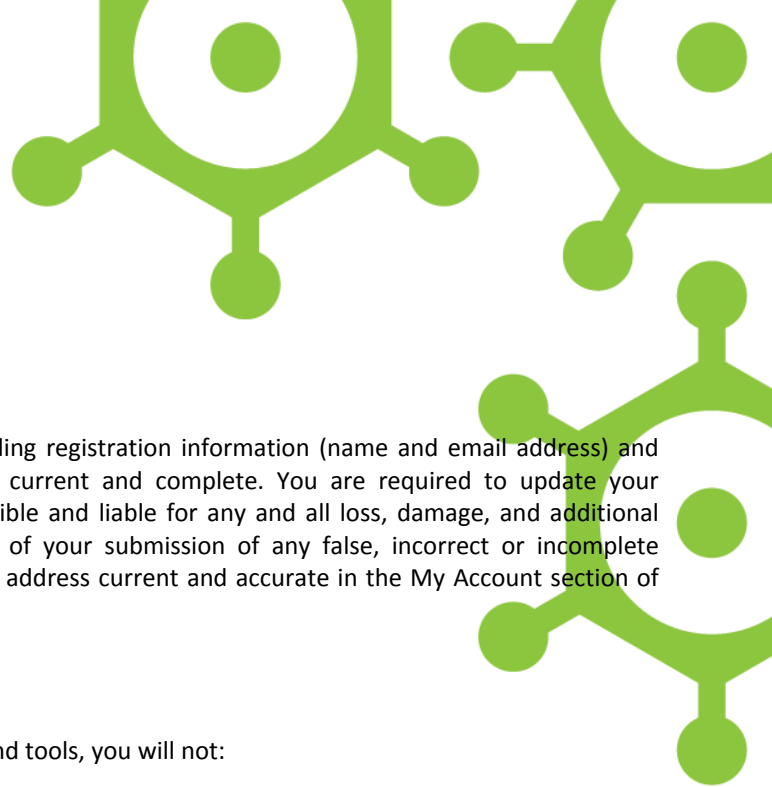
The services available on the Site for all registered users include:

- Chemical search tool;
- Browsing and viewing Supplier's Catalogues;
- A service enabling the enquiry of Products from Supplier.

User name and Password

To become a Chemspace User you should complete the User registration form and agree with the following Terms and related policies. You can register as a User directly through the site or through the following social networks: Facebook, LinkedIn, Twitter, Google +.

Your Chemspace account may be accessed only by use of your user e-mail and password. You are solely responsible and liable for any use and misuse of your user e-mail and password and for all activities that occur under your user e-mail and password. For security reasons, you must keep your user password confidential and not disclose it to any person or permit any other person to use it. Chemspace recommends that you choose a password that is unique to you and not easily guessed by others. You are also recommended to log out at the end of each session.



Accuracy of Information

We rely on the information you provide through this Site, including registration information (name and email address) and transaction-related information, which must be true, accurate, current and complete. You are required to update your registration information, if applicable, and will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information. You acknowledge that you will keep your name and address current and accurate in the My Account section of the Site.

Using Site

In connection with using or accessing Site, Services, applications and tools, you will not:

- post content or items in inappropriate areas on our Site and Services;
- violate any laws, third party rights or our stated policies;
- use our Site, Services, applications or tools if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our Site, services, applications, or tools;
- fail to pay for Products purchased from the Supplier;
- post infringing, unlawful, false, inaccurate, misleading, defamatory, obscene, or libelous content;
- take any action that may undermine the feedback or ratings systems;
- circumvent any Chemspace policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions;
- transfer by any manner your Chemspace account and user ID to another party without our consent; where the confidentiality of user name or password is compromised, you must advise Chemspace immediately on you becoming aware. Failure to maintain their confidentiality may result in your participation in the Site being suspended for security reasons.
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Chemspace, or the interests or property of Chemspace users;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to Chemspace, or that comes from the Services and belongs to another Chemspace user or to a third party including works covered by any copyright, trademark, patent, or other intellectual property right, except with prior express permission of Chemspace and/or any other party holding the right to license such use;
- harvest or otherwise collect information about users, including email addresses, without their consent; or
- circumvent any technical measures we use to provide our Services.
- modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, circulate, decompile, reverse engineer, disassemble, rent, lease, lend or sublicense any of the material, content, software or programs on or in the Site.
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site.

If we believe you are abusing Chemspace in any way, we may, in our sole discretion without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our Services, and take technical and/or legal steps to prevent you from using our Services.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time, or to modify or discontinue the Chemspace site, or Services. Additionally, we reserve the right to refuse or terminate our Services to anyone for any reason at our discretion.

Acknowledgements and Warranties

You acknowledge and warrant that:

- You enter into any contract with any other users entirely at your own risk, and under no circumstances Chemspace shall be liable for any damages resulting from this;



Chemical Purchasing Simplified

- It is Buyer's responsibility to provide all payments related with purchasing the products from the Supplier;
- Chemspace has no control over or responsibility for the content of any material transmitted from or received by any other user;
- Site users will have access to the Site's functionality developed to post publicly accessible feedback on the Products and services delivered by Supplier. Chemspace should not be held liable for the content of such feedback provided it doesn't violate Chemspace feedback policies and while taking all reasonable measures to prevent disclosure of any Confidential Information.
- Suppliers and Buyers must comply with all applicable laws in relation to any proposed or actual sale or purchase of Products.

Taxes

Buyers and Suppliers agree that it is their responsibility to determine whether value added taxes, sales taxes, or other taxes apply to their transactions and to collect, report, and remit any such tax to the appropriate tax authorities. Chemspace will not be held responsible for the collection or lack of collection of any taxes due to the use of the Site. Chemspace is not responsible for determining when tax should be charged.

The above paragraph does not apply in case when you choose to make payment through the Chemspace, in which case Chemspace will act as the Agent in the interest of the Supplier, but in our name and will be responsible for collection of appropriate taxes.

Confidential information

You undertake to treat and maintain as confidential all Confidential Information, which may only be used for the purposes of fulfilling your obligations under this agreement. Notwithstanding the above, you may disclose Confidential Information pursuant to a valid court order or where the Confidential Information is already in the public domain through no fault of you.

Content

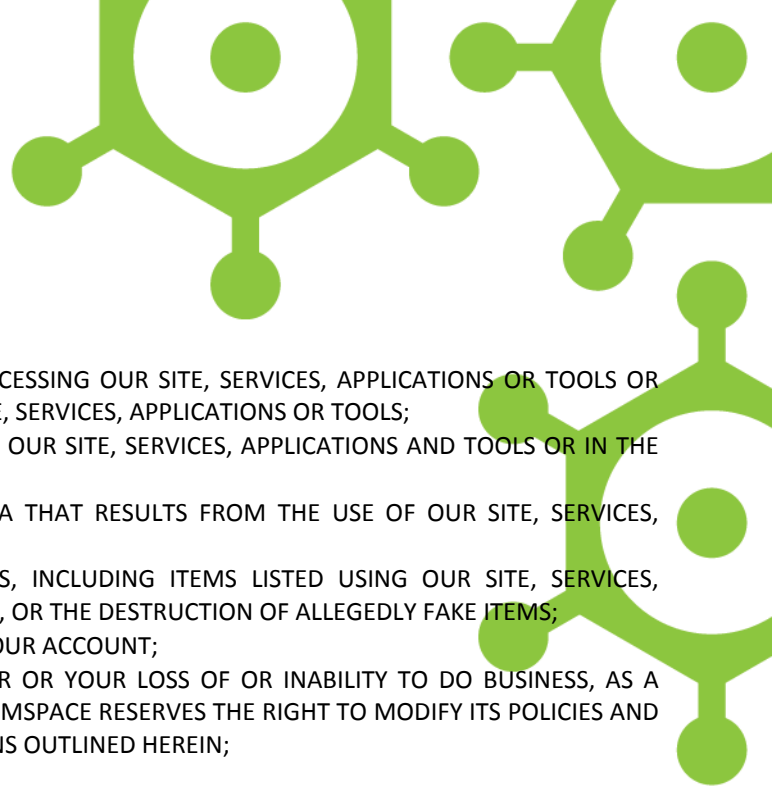
While we try to offer reliable data, we cannot promise that the Electronic Catalogues will always be accurate and up-to-date, and you agree not to hold our catalogue content providers or us responsible for inaccuracies in catalogues.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE TRY TO KEEP CHEMSPACE SITE, SERVICES, APPLICATIONS, AND TOOLS SAFE, SECURE, AND FUNCTIONING PROPERLY. YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS. YOU FURTHER ACKNOWLEDGE THAT OPERATION OF AND ACCESS TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS MAY BE INTERFERED WITH AS A RESULT OF TECHNICAL ISSUES OR NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. BID UPDATES AND OTHER NOTIFICATION FUNCTIONALITY IN CHEMSPACE'S APPLICATIONS MAY NOT OCCUR IN REAL TIME. SUCH FUNCTIONALITY IS SUBJECT TO DELAYS INCLUDING, WITHOUT LIMITATION, DELAYS OR LATENCY DUE TO YOUR PHYSICAL LOCATION OR YOUR WIRELESS DATA SERVICE PROVIDER'S NETWORK. YOU AGREE THAT YOU ARE MAKING USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS AT YOUR OWN RISK, AND THAT THEY ARE BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE (INCLUDING OUR PARENT, SUBSIDIARIES, AND AFFILIATES, AND OUR AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD US RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM:

- YOUR USE OF OR YOUR INABILITY TO USE OUR SITE, SERVICES, APPLICATIONS AND TOOLS;
- DELAYS OR DISRUPTIONS IN OUR SITE, SERVICES, APPLICATIONS OR TOOLS;



- VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE, SERVICES, APPLICATIONS OR TOOLS OR ANY SITE, SERVICES, APPLICATIONS OR TOOLS LINKED TO OUR SITE, SERVICES, APPLICATIONS OR TOOLS;
- GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SITE, SERVICES, APPLICATIONS AND TOOLS OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM;
- DAMAGE TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE USE OF OUR SITE, SERVICES, APPLICATIONS AND TOOLS;
- THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR SITE, SERVICES, APPLICATIONS OR TOOLS, FEEDBACK PROVIDED BY THIRD PARTIES, OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS;
- A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT;
- YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR OUR POLICIES; CHEMSPACE RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN;

YOU ACKNOWLEDGE THAT WE ARE NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN BUYERS AND SUPPLIERS, UNLESS YOU CHOOSE TO MAKE PAYMENT THROUGH THE CHEMSPACE, IN WHICH CASE CHEMSPACE WILL ACT AS THE AGENT IN THE INTEREST OF THE SUPPLIER, BUT IN OUR OWN NAME. IN SUCH A SITUATION CHEMSPACE IS DEEMED TO BE THE SUPPLIER AND THE BUYER WILL CONTRACT WITH CHEMSPACE RESPECTIVELY. ANY PRICING OR SHIPPING GUIDANCE WE PROVIDE IN OUR SITE, SERVICES, APPLICATIONS, OR TOOLS IS SOLELY INFORMATIONAL AND YOU MAY CHOOSE NOT TO FOLLOW SUCH GUIDANCE AT ANY TIME. WE DO NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR RESULTS WILL RESULT FROM FOLLOWING GUIDANCE WE PROVIDE (E.G. THAT A PARTICULAR LOGISTICS OPTION IS THE LEAST EXPENSIVE, ETC.).

Release

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (direct actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. **In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.**

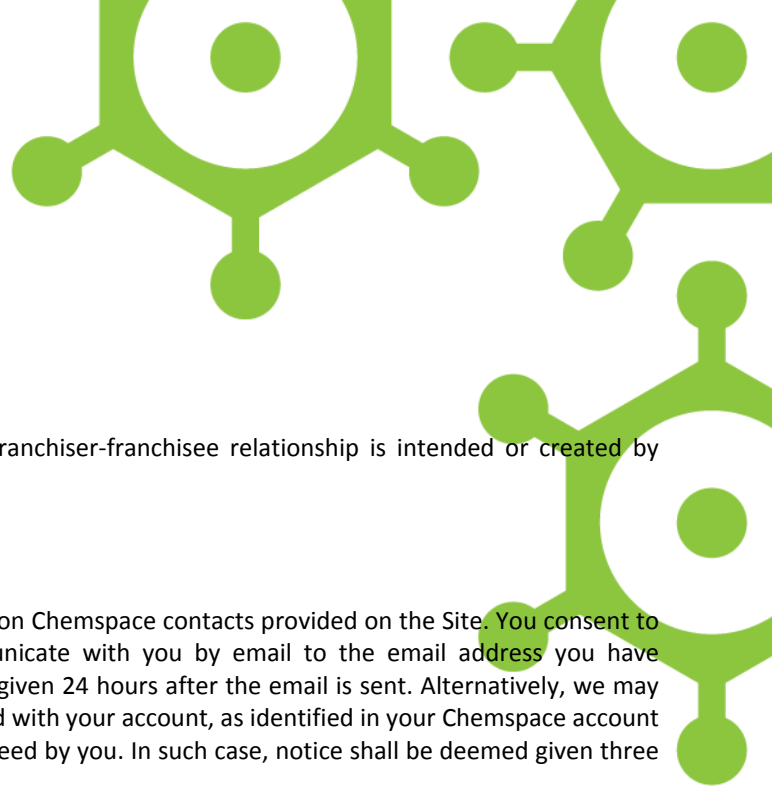
Privacy

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We use your information only as described in the [Chemspace Privacy Policy](#). We view protection of users' privacy as a very important principle. We store and process your information on computers that are protected by physical as well as technological security devices. For a complete description of how we use and protect your personal information, see the [Chemspace Privacy Policy](#). If you object to your information being transferred or used in this way please do not use our Services.

You have read the [Chemspace Privacy Policy](#), the terms of which appear and are incorporated into this Agreement, and you agree that the terms of that policy are reasonable. You consent to the collection, use and disclosure of your personal information by Chemspace in accordance with the terms of and for the purposes set out in the [Chemspace Privacy Policy](#).

Indemnity

You agree to defend, indemnify and hold harmless Chemspace, its Directors, employees, and agents from and against any and all losses, costs, expenses, actions, claims or incur as a result of any action, or threatened action, claims, demands or liabilities that Chemspace may suffer or incur or agrees to pay in settlement of any claim, action, or threatened action, claim or demand, whether arising in tort or in contract in so far as the same arises directly or indirectly out of use of the Site by the you or the performance of your obligations under this agreement, your breach or non-observance of these terms and conditions.



No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Notices

Except as explicitly stated otherwise, legal notices shall be served on Chemspace contacts provided on the Site. You consent to receive communication from us electronically. We may communicate with you by email to the email address you have designated on your user account. Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you legal notice by mail to the Registration Address associated with your account, as identified in your Chemspace account or through digital communication channel or in any other way agreed by you. In such case, notice shall be deemed given three days after the date of mailing.

Breaches of these Terms

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached any of these Terms in any way, we may:

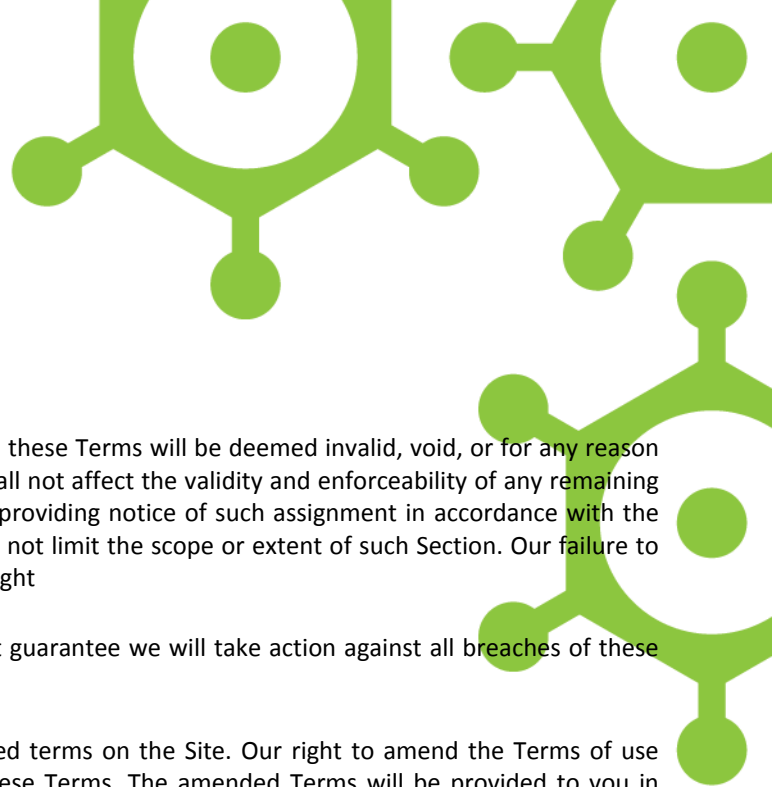
- delete or edit any of your User Information;
- send you one or more formal warnings;
- temporarily suspend your account and/or your access to the Site;
- delete your account with the Site and/or permanently prohibit you from using the Site;
- block computers using your IP address from accessing the Site; contact your internet services provider and request that they block your access to the Site; and/or
- bring court proceeding against you for breach of contract or otherwise.

Where we suspend or prohibit your access to the Site or a part of the Site, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

Resolution of Disputes

If a dispute arises between you and Chemspace, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Chemspace agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our Services by way of negotiations or in accordance rules below or as we and you otherwise agree in writing. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

This Agreement and any dispute or claim you have against Chemspace shall be governed in all respects by the laws of Latvia, if you are residing in the European Union or one of the following countries: Switzerland, Norway, Serbia, Bosnia&Herzegovina, Montenegro, Albania, Macedonia, Kosovo, Ukraine, Russia, Belarus, Israel, or by the laws of New Jersey state, USA, if you are residing in the United States of America or the other countries not mentioned above, without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against Chemspace must be resolved by Arbitration Court of the Latvian Chamber of Commerce and Industry (Kr. Valdemara Street 35, Riga, Latvia) if you are residing in European Union or one of the following countries: Switzerland, Norway, Serbia, Bosnia&Herzegovina, Montenegro, Albania, Macedonia, Kosovo, Ukraine, Russia, Belarus, Israel; or by competent court of New Jersey state, USA, if you are residing in the United States of America or the other countries not mentioned above, except as otherwise agreed by the parties. All claims you bring against Chemspace must be resolved in accordance with this Resolution of Disputes section. All claims filed or brought contrary to the Resolution of Disputes section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, Chemspace may recover lawyers' fees and costs, provided that Chemspace has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.



General

Unless stated otherwise in these Terms, if any of the provisions in these Terms will be deemed invalid, void, or for any reason unenforceable, such provisions shall be deemed severable and shall not affect the validity and enforceability of any remaining provision. In our sole discretion, we may assign these Terms, by providing notice of such assignment in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such Section. Our failure to act with respect to a breach by you or others does not waive our right

to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

We may amend these Terms at any time by posting the amended terms on the Site. Our right to amend the Terms of use includes the right to modify, add to, or remove conditions in these Terms. The amended Terms will be provided to you in through digital communication channel notification.

These Terms (including incorporated policies and rules) as well as all annexes and appendixes sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

Termination

In addition to any of the rights and remedies that Chemspace may have under this agreement, Chemspace may immediately terminate this agreement upon the giving of written notice of such termination to you, if it has reason to believe that you are not using the Site in accordance with these agreement or if a competent regulatory authority requires Chemspace to terminate use of the Site.

You have the right to terminate this agreement at your sole discretion upon the giving of written request of such termination to Chemspace through any communication channel approved by Chemspace. Upon receipt of such request Chemspace is obliged to terminate access to the Service and make appropriate changes to the Site unambiguously indicating inactivity of your account to other users.

The following Sections survive any termination of this Agreement: Release, Content, Limitation of Liability, Indemnity and Resolution of Disputes.