

Chemspace Terms of Use

1. Introduction

By using Chemspace, its online or offline “Products and Services”, you agree to be bound by the following Terms of Use (“Terms”) and all Chemspace policies related to them. 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 that 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 Website. Our right to amend the Terms includes the right to modify, add to, or remove conditions in these Terms. The amended Terms will be provided to you 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.

We may change these Terms at any time, for any reason and without notice.

“Chemspace” applies to 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 a country from the European Union or the European Economic Area or one of the following countries: Switzerland, Serbia, Bosnia&Herzegovina, Montenegro, Albania, Macedonia, Kosovo, Ukraine, Russia, Belarus, Israel, Australia, China, Korea, Taiwan, Japan; and 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, Canada or the other countries not mentioned above.

“Website” means Chemspace online platform at www.chem-space.com.

“Customer” means a commercial, educational, governmental, or non-profit entity purchasing the Products from Chemspace. Private individuals cannot be Chemspace customers and shall not order Products from Chemspace. Customer may be or may not be a registered User on the Website.

“Registered User” (hereinafter may refer to as “User”) means visitor of the Website who has registered on the Website by filling the Registration form.

“Profile” means a user account on the Website with all the information provided by the User and the Information on the activity of the User. Only a Registered User has Profile.

“Products” means the chemical compounds, which are intended primarily for laboratory research purposes; and which are or may be purchased from Chemspace by the Customer under these Terms. Chemspace sells only Products that are 100% of synthetic and are not of biological origin i.e. not animal (including human), plant or microbial derived and no such material was used to manufacture the Products.

“Services” means the tools available on the Website to explore Chemspace.

“Partner” means a Supplier with advanced features and additional privileges to use Chemspace, signed the Partnership Agreement. Current Chemspace partners are FCH Group, Enamine Ltd, and UORSY (UkrOrgSyntez Ltd).

"Supplier" means a registered user of Website who lists their Products on Chemspace, accepted the Chemspace Supplier Marketplace Terms.

"Distribution agreement" means a written document between Chemspace and selected Suppliers, namely Abamachem Ltd, BCH Research LLP, Curpys Chemicals Ltd, FCH Group, Intermed Ltd, Selena Chem Ltd, and UORSY (UkrOrgSyntez Ltd), granting the rights to Chemspace to represent these companies and sell their Products.

"Catalogue" means Supplier catalogue or part thereof that is 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 Website.

2. Scope

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

The Services available on the Website for Users and visitors include:

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

3. User name and Password

To become a User, you should complete the Registration Form and agree to the following Terms and related policies. You can register as directly through the Website or through the following social networks: Facebook, LinkedIn, Twitter, Google+.

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

4. Accuracy of Information

We rely on the information you provide through the Website upon registration, upon filling the **Contact Us** form on the Website, or upon contacting our representative by email. The Information includes but not limited to registration details (e.g., Name, Surname, Address, and email address) and transaction-related details (e.g., Billing information) which must be true, accurate, up-to-date, and complete. You are required to update your registration details, if applicable, and are solely responsible and liable for any and all loss, damage, and additional costs that you, we or another person may incur as a result of your submission of any false, incorrect or incomplete information. You acknowledge that you will keep your Name, Surname, and Address up-to-date and accurate on the Website in the **My Account** section.

5. Information verification

When you place Inquiry or Order for the first time, we may ask you to provide information about the company you represent, since Chemspace enters into business relations with Customers who are a commercial, educational, or governmental organization, and not private individuals. We will not process your Order until we are sure that your company has the right to purchase and/or use Products and Services represented on the Website.

6. Using Website

In connection with using or accessing Website, Products and Services, you **are not**:

- 1) Post content or items in inappropriate areas of the Website;
- 2) Violate any laws, third party rights or our policies;
- 3) Use our Website, Products and Services, if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using the Website, Products and Services;
- 4) Fail to pay for Products purchased from us, from our Partners, or Suppliers Chemspace has signed the Distribution Agreement with;
- 5) Post infringing, unlawful, false, inaccurate, misleading, defamatory, obscene, or libelous content;
- 6) Take any action that may undermine the feedback or ratings systems;
- 7) Circumvent any Chemspace policy or determinations about status of your Profile such as temporary or indefinite suspensions or other account holds, limitations or restrictions;
- 8) Transfer by any manner your Profile and user ID to another party without our consent. If the confidentiality of user name or password is compromised, you must advise Chemspace immediately on you becoming aware. Failure to maintain the confidentiality may result in your participation in the Website being suspended for security reasons.
- 9) Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- 10) Distribute viruses or any other technologies that may harm Chemspace, or the interests or property of Chemspace Users;
- 11) 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;
- 12) Harvest or otherwise collect information about users, including but not limited to User name, address, and emails, without their consent;
- 13) Circumvent any technical measures we use to provide access to our Products and Services;
- 14) 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 Website;
- 15) Use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website.

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 Profile(s) and access to our Products and Services, and take technical and/or legal steps to prevent you from using our Products and Services.

We may cancel unconfirmed Profiles or Profiles that have been inactive for a long time, or those found to modify the Website, or Products and Services. Additionally, we reserve the right to refuse or terminate providing our Products and Services to anyone for any reason at our discretion.

7. Acknowledgements and Warranties

You acknowledge and warrant that:

- 1) 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;
- 2) It is a responsibility of each Customer to provide all payments related to purchasing the products from Chemspace;
- 3) Chemspace has no control over or responsibility for the content of any material transmitted from or received by any other User;
- 4) The Users have access to the Website's functionality developed to post publicly accessible feedback on the Products and Services. Chemspace should not be 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.
- 5) Suppliers and Customers must comply with all applicable laws in relation to any proposed or actual sale or purchase of Products.

8. Taxes

Customers 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 Website. Chemspace is not responsible for determining when tax should be charged.

The above paragraph does not apply to the cases when you choose to make payment through the Chemspace. Chemspace will act then as the Agent in the interest of the Supplier and will be responsible for collection of all appropriate taxes. Chemspace acts as the Agent while selling the Products of its Partners and the Suppliers he has the Distribution Agreement in place with.

9. Confidential Information

You undertake to treat and maintain confidentially all Confidential Information, which may only be used for the purposes of fulfilling your obligations under this Terms. 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.

10. 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 (Suppliers) or us responsible for inaccuracies in catalogues.

11. Restricted and controlled substances

Chemspace is not in a business of selling any unlawful or restricted compounds. But some molecules listed on Chemspace may be subject to regulations, restrictions, and export control laws that applied globally or are country-specific. These compounds have been added to the Chemspace Database by the Suppliers. By using our Website, you acknowledge that Chemspace is not responsible for the information provided by Suppliers in their catalogs.

Chemspace reviews its Database on the regular basis and marks the restricted or controlled substances as “Restricted substance”.

While selecting the structure as “Restricted substance”, we are guided by the following regulations:

- LIST OF DUAL-USE ITEMS AND TECHNOLOGY referred to in Article 3 of Regulation (EC) No 1334/2000 - Dual-use items are goods, software and technology that can be used for both civilian and military applications.
- Chemical Weapons Convention – Chemical Weapon is a specialized munition that uses chemicals formulated to inflict death or harm on humans.
- DEA/Controlled Substances Act – Substances, which are in some manner regulated under existing United States law and are placed into one of five schedules. This placement is based upon the substance’s medical use, potential for abuse, and safety or dependence liability.
- California Proposition 65 - Toxic substances that may cause cancer and birth defects.
- Pharmaceuticals - Substance used in the diagnosis, treatment, or prevention of disease and for restoring, correcting, or modifying organic functions.
- Montreal Protocol – Ozone Depleting substances - are those substances, which deplete the ozone layer.
- Single Convention on Narcotic Drugs – List of drugs divided into 4 schedules, where drugs range from most restrictive to least restrictive.
- Convention on Psychotropic Substances – A list of psychotropic substances, ranging from Schedule I (most restrictive) to Schedule IV (least restrictive).

Additionally, **Chemspace reserve the right to remove unlawful or restricted substances from its Database.**

The sale of “Restricted substances” requires a license, a permit or an authorization given by the competent authority to the Supplier. Currently, Chemspace does not request that the Suppliers provide the licenses, permits and authorization for sale of such compounds and **the Suppliers are solely responsible for the items provided in their Catalogs.**

Contacting the Supplier to inquire "Restricted substances" via chem-space.com, it is **your responsibility** to:

- request the Supplier to provide the appropriate license, permit or authorization to sell restricted substances;
- obtain the corresponding license to import and use these Substances as may be required by the competent authority.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

WE TRY TO KEEP OUR WEBSITE, PRODUCTS AND SERVICES SAFE, SECURE, AND FUNCTIONING PROPERLY. YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE THE CONTINUOUS OPERATION OF OR ACCESS TO OUR WEBSITE, PRODUCTS AND SERVICES. YOU FURTHER ACKNOWLEDGE THAT OPERATION OF AND ACCESS TO OUR WEBSITE, PRODUCTS AND SERVICES 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 A SUBJECT TO DELAYS INCLUDING, WITHOUT LIMITATION, DELAYS OR LATENCY DUE TO YOUR PHYSICAL LOCATION OR YOUR INTERNET SERVICE PROVIDER'S NETWORK. YOU AGREE THAT YOU ARE MAKING USE OF OUR WEBSITE, PRODUCTS AND SERVICES 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:

- 1) YOUR USE OF OR YOUR INABILITY TO USE OUR WEBSITE, PRODUCTS AND SERVICES;
- 2) DELAYS OR DISRUPTIONS IN OUR WEBSITE, PRODUCTS AND SERVICES;
- 3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITE, PRODUCTS AND SERVICES OR ANY WEBSITE, SERVICES, APPLICATIONS OR TOOLS LINKED TO OUR WEBSITE, PRODUCTS AND SERVICES;
- 4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITE, PRODUCTS AND SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM;
- 5) DAMAGE TO YOUR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE USE OF OUR WEBSITE, PRODUCTS AND SERVICES;
- 6) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR WEBSITE, PRODUCTS AND SERVICES, FEEDBACK PROVIDED BY THIRD PARTIES, OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS;
- 7) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR PROFILE;
- 8) 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 CUSTOMERS AND ALL SUPPLIERS, BUT THOSE WHO ARE CHEMSPACE PARTNERS AND THE SUPPLIERS HE HAS THE DISTRIBUTION AGREEMENT IN PLACE WITH. IN SUCH A SITUATION CHEMSPACE IS DEEMED TO BE THE SUPPLIER AND THE CUSTOMER SHOULD CONTRACT WITH CHEMSPACE RESPECTIVELY. ANY PRICING OR SHIPPING GUIDANCE WE PROVIDE ON OUR WEBSITE, PRODUCTS AND SERVICES, 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.).

13. 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 the 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.

14. 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 servers that are protected by physical as well as technological security tools. 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 Website, Products and Services.

You have read the Chemspace Privacy Policy, the terms of which appear and are incorporated into this Terms, 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.

15. 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 Website by you or the performance of your obligations under this agreement, your breach or non-observance of these terms and conditions.

16. No Agency

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

17. Notices

Except as explicitly stated otherwise, legal notices shall be sent to Chemspace **Contacts** provided on the Website. You consent to receive communication from us electronically. We may communicate with you by email to the email address you have designated in your Profile. Notice to you shall be deemed given 24 hours after the email is sent. Alternatively, we may give you a legal notice by mail to the Address associated with your Profile, 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.

18. 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:

- 1) Delete or edit any of your User Information;
- 2) Send you one or more formal warnings;
- 3) Temporarily suspend your Profile and/or your access to the Website;
- 4) Cancel your Profile and/or permanently prohibit you from using the Website;
- 5) Block devices using your IP address from accessing the Website;
- 6) Contact your Internet services provider and request that they block your access to the Website;
- 7) Bring court proceeding against you for breach of contract or otherwise.

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

19. 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 Terms by way of negotiations or in accordance with the rules stated 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 Terms and any dispute or claim you have against Chemspace shall be governed in all respects by the laws of 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, Australia, China, Korea, Taiwan, and Japan or by the laws of State of New Jersey, USA, if you reside in the United States of America, in Canada or in other countries not mentioned above, without regard to conflict of law 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, Australia, China, Korea, Taiwan, and Japan; or by competent court of New Jersey state, USA, if you are residing in the United States of America, in Canada or in 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 the **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 principles described in 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.

20. Termination

In addition to any of the rights and remedies that Chemspace may have under the Terms, such as termination, if Chemspace has a reason to believe that you have not been using the Website in accordance with the Terms or if a competent regulatory authority requires Chemspace to terminate use of the Website.

You have the right to terminate usage of our Website 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 a request, Chemspace is obliged to terminate access to the Products and Services and make appropriate changes to the Website 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.