

REACHReady Subscriber terms and conditions



PLEASE TAKE THE TIME TO READ THESE TERMS AND CONDITIONS.

They will apply to all persons who subscribe to any REACHReady Gold service through this website, post, facsimile or over the phone and will supersede any previous terms and conditions.

When the subscription contract is formed

When you click "Submit" to submit your information on-line, or you fax, post or telephone us with details of your order, you are making an offer to take out a subscription, which if accepted by us, will result in a binding contract.

If placing your order on-line, when you click "Submit" you authorise us to deduct from your nominated payment card any amount stated on our website in relation to fees and charges for processing your order. A legally binding contract will be formed once you receive a confirmatory page from this website or an email/letter from us acknowledging that your subscription order has been received and successfully processed. You will receive this confirmation within 14 days of submitting your order. We will not be responsible if you fail to receive confirmation because you have supplied us with an incorrect e-mail or postal address.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. If we do not accept your order and your credit/debit card has already been debited, we will notify you and refund your card in full immediately.

The contracting party

Your contract will be fulfilled by REACHReady Limited (Registered No. 05711636, whose registered office is at Kings Buildings, Smith Square, London SW1P 3JJ) ("REACHReady").

REACHReady is a trademark of the Chemical Industries Association ("CIA") and all rights are reserved.

REACHReady Gold Subscriber's services and benefits

Subscribing to REACHReady Gold Subscription entitles you to the below services and benefits:

- Access to our password-protected, regularly updated information
- Specialist consultancy advice through our Helpdesk will help you comply with REACH, CLP and BPR in the most advantageous way - saving you time, trouble and money

- Up to one hour of scheduled, telephone consultancy for first-time subscribers
- An e-mail / telephone enquiry service with a swift response to your queries
- Reduced rates for REACHReady workshops and training
- Comprehensive e-mail news alerts
- Use of our member logo on your company website and promotional materials to show customers and suppliers you're on the road to compliance with access to our experts
- Free use of our SVHC Database which will help you find the products and markets in which Candidate List substances are commonly used
- All the latest information, in-depth reports and news via REACHReady Review - our regular newsletter.
- Stay ahead of the game and gain in-depth knowledge through our exclusive guidance and analysis documents with unlimited access to our website.
- Priority use of our Matchmaker service, where we provide you with the names of the most appropriate service providers for the task you wish to carry out. We will only offer trusted suppliers who provide a fast and efficient service.

REACHReady reserves the right to make changes and improvements to its service packages as and when it deems appropriate.

REACHReady reserves the right to change the price of its Gold subscription level from time to time. This will not affect existing subscriptions until the time of renewal.

REACHReady Gold Subscriber logo

A logo will be made available to Gold Subscribers upon request. This logo is unrelated to, its use cannot be interchanged with, REACHReady corporate logo(s) or Approved Service Provider logo.

Use of the logo is subject to the "non-transferability of subscription" clause outlined in these terms and conditions, the exception being that the logo can be used on the individual subscriber's company website and/ or promotional materials. The logo cannot be used on parent or affiliated company websites or promotional materials.

Companies must employ at least one individual REACHReady Gold subscriber in order to use the logo on their company website and/ or promotional materials. The logo must be removed from company websites within 30 days if the individual fails to renew their subscription, severs employment with that company or is requested to do so by REACHReady.

The logo should link back to REACHReady's website when used on a Gold subscriber's website.

Use of the logo does not imply that REACHReady/ CIA endorse the products or services of the websites on which it is used.

Use of the logo does not suggest the successful registration of a chemical substance with ECHA.

Free of charge REACHReady Gold subscription for CIA Members

Gold subscription is available free of charge to the staff of fully accredited CIA Members provided that the numbers of such staff are included within the declared headcount for each CIA Member.

REACHReady reserves the right to offer refunds to Gold subscribers that subsequently become fully accredited CIA Members.

Cancellations

You may cancel your subscription contract at any time during the subscription period by notifying our Membership Relationship Manager in writing to enquiries@reachready.co.uk or REACHReady, Kings Building, Smith Square, London SW1P 3JJ. Refunds may be given at our discretion.

Non-transferability of subscription

Your REACHReady subscription is personal to you. You may not sub-license, transfer, sell or assign your subscription to any third party without our approval. REACHReady reserves the right to void your subscription without refund should you attempt to do so.

Fair use

Whilst there are no specific limitations to the number of Helpdesk questions, REACHReady operates a fair use policy and we will notify you when your use of the Helpdesk is excessive relative to other subscribers, or when we believe you are making use of the Helpdesk other than for personal use, for example on behalf of third party(s). In these situations we will contact you to agree a more appropriate level of Helpdesk support and we reserve the right to suspend or limit your use of the Helpdesk pending such an agreement. This Fair Use policy is there for the benefit of all our subscribers and will impact less than 0.5% of our entire subscriber base.

For the avoidance of doubt please note: In order for us to deliver the best possible service at the best possible price to all of our Gold subscribers your REACHReady Gold subscription is designed for your personal use and is non-transferable.

REACHReady Gold Subscription benefits exclusively apply to the person whose name and contact details are entered when the "Submit" button is clicked at the time of purchase. In order for us to keep the individual subscription cost to a minimum we do not offer corporate subscriptions.

Restrictions on downloading and copying of published material

All REACHReady materials whether online via our website or printed publications, including, (without limitation) names, logos, trademarks, service marks, images, articles, graphics, photographs, illustrations, artwork, audio clips, video clips, software, and other elements of the Gold subscriber services and benefits provided by REACHReady are protected by copyrights and other intellectual property rights owned and controlled by REACHReady or by

other parties that have licensed their material to REACHReady. We provide such material for the personal use of our Gold subscribers only. The sub-licensing, transferring, selling, copying or storing of any REACHReady materials for other than personal use by you is expressly prohibited without prior written permission from the REACHReady or the copyright holder identified in the copyright notice contained in the content. You shall not add, delete, distort, or otherwise modify the content of any of our electronic or published materials.

Credit card payment

If you are under 18 or are not using your own credit/debit card to pay for the subscription, you must ask the permission of the credit/debit card holder before entering the payment details. By clicking "Submit" you are confirming that you have obtained the express prior permission of the credit/debit card holder.

Liability

To the extent permitted by law we exclude all liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents.

These terms and conditions do not and shall not affect your statutory rights as a consumer.

Third party rights

No person other than the subscriber for the services shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of these terms and conditions.

Use of personal information

We will use the personal and other information (e.g. name, address, e-mail address, credit card details) you supply to us in connection with your application in order to fulfil your REACHReady Gold subscription and to enable us to improve the services provided to you from time to time.

On the online profile we will ask you about receiving details of our products and services and/or those of third parties which may be of interest to you. You should tick the relevant boxes to indicate whether or not you wish to receive such information.

Unauthorised access to personal information

Unless a member of our staff has been fraudulent or negligent, we will not be liable to you for any losses, costs, expenses, claims or other liabilities you may suffer or incur as a result of unauthorised access by a third party to any personal information (including, in particular, credit/debit card details) you transmit when you subscribe to REACHReady. It is your responsibility to ensure the security of your own credit/debit card details to avoid unauthorised use.

Variation

We may change these terms and conditions at any time upon giving you 10 days' prior notice.

Queries

If you have any queries or comments about your subscription please contact our Membership Relationship Manager:

Telephone: +44(0)20 7901 1444

Address: Kings Buildings, Smith Square, London SW1P 3JJ

SVHC Database

REACHReady's "SVHC Database" is an interactive method for searching for the common uses of substances listed in the Candidate list of Substances of Very High Concern (SVHC).

Information provided within REACHReady's "SVHC Database" is based on the substances listed in the Candidate list of Substances of Very High Concern (SVHC). The only official version of this list is that published on ECHA's website at (<http://echa.europa.eu/web/guest/candidate-list-table>).

We aim to provide users with the most up-to-date information and a comprehensive list of substance uses, however, REACHReady accepts no responsibility or liability with regard to this information. Whilst we do take all reasonable steps to make sure that the information on this website is up to date, accurate and complete at all times we do not guarantee that all material is accurate, complete and/or up to date.

Any material downloaded or otherwise obtained through the use of REACHReady's services or software is done so at your own discretion and risk, and you will be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer system, internet access, download or display device, or loss of data that results from the download of any such material.

The restrictions on downloading and copying of published material stated elsewhere in these [terms and conditions](#) applies to all data authored by REACHReady as part of the "SVHC database".

Cookies

What are "Cookies"?

In order to improve our service to you by learning from how our visitors use the site and allowing us to provide added site functionality, from time to time some information may be stored on your computer. This will take the form of a text file called a cookie. A cookie is a small file of letters and numbers downloaded onto your computer (or mobile device) which allow a website to recognise a user's machine. Our cookies do not in any way disclose

personally identifiable data about you: all the data stored is anonymous and used purely to improve your website experience.

What cookies do we use?

PHPSESSID is an essential cookie required for the proper working of the site. i.e. needed for the ability to login and allows communication between the browser and the website.

The REACHReady site also uses Google Analytics tracking cookies to collect anonymous traffic data about your use of this website. This information is stored by Google and subject to their privacy policy, which can be viewed here. Google Analytics collects information such as pages you visit on this site, the browser and operating system you use and time spent viewing pages. The purpose of this information is to help us improve the site for future visitors.

There are also third party cookies (ie cookies associated with a domain that is separate from the site that a user visits) which are from Google and are used for internet-based advertising. To try and ensure that the adverts you see are relevant to you third party cookies may be used to collect information about the types of things that interest you, for example websites you visit and the geography that you are based in. Having these cookies does not increase the number of adverts you will be shown, but simply makes the adverts you see more relevant.

What if I don't want cookies on my PC?

You can choose to avoid cookies by changing your web browser settings to reject cookies. However, by doing so, some functionality of this website (and others you use) may be lost. The procedure for rejecting cookies will depend on what web browser you are using. If you do wish to turn off all cookies, please consult your web browser information guide for more information on how to set this up.

For more information about cookies, how they work and what choices you can make through your own browser settings see <http://www.allaboutcookies.org>.

Our e-mail Policy

We won't fill up your inbox with lots of unwanted e-mail!

REACHReady operates a no spam policy. This means that we think very carefully about every bulk e-mail before we send it to our subscribers. We generally won't send out more than one of these e-mails a week unless something really important happens that we feel you would prefer to know about sooner.

When we do send such e-mails, they will generally be for the following reasons:

- We have added a new service to our offering and want to let you know how you can benefit.
- To let you know that new information has been added to our website.
- To remind you of important legislative deadlines to allow you to prepare in good time.

- To inform you of any important developments with the REACH, CLP or BPR legislation, its interpretation and implementation.
- To let you know about events and conferences that we are involved with.

We update our website regularly so even if you haven't received an e-mail from us for a while, please check back often to see what's new!

Our Privacy Policy

REACHReady takes a very serious attitude to confidential subscriber information. All information is stored securely. Contact information may only be passed to 3rd parties for marketing purposes where our subscribers have specifically authorised us to do so (i.e. by ticking the relevant box on the sign-up form)*. All other confidential subscriber information, however it is disclosed to us and held either as know-how, in hard-copy or stored electronically, will never be passed to a third party, even if that third party purports to be from the same company as the subscriber in question, without first seeking and receiving their specific permission to do so.

*If at any time you would prefer not to have such information passed on then you can "un-tick" the appropriate box by logging in to our website and clicking the "My Account" tab at the top of the screen.

What subscriber information is collected and stored by us:

All information on the registration form, payment and user navigation around the site, i.e. First Name, Last name, email address, search engine query etc.

Credit card information is stored securely and encrypted.

We keep a record of our Helpdesk enquiries to facilitate a quick response to any follow-up queries. This information is stored securely behind a firewall.

Protection of Data on our server:

All subscriber data stored on our servers is stored securely and behind a firewall.

Up-to-date user data:

All subscribing users can update their personal data on our servers by logging into the web site and clicking the "My REACHReady" tab at the top of the screen.