

1 Summary

This document specifies the terms and conditions provided and accepted by any user accessing any information provided by ToxBank facilities made available through <http://www.toxbank.net/> or its subdomains. Such terms and conditions will be implemented through the ToxBank registration, login and authorization and authentication (A&A) facilities. All resources subject to ToxBank's A&A facilities will be subject to these terms and conditions.

2 ToxBank User Terms & Conditions

Definitions

"ToxBank" in the context of these terms and conditions includes any ToxBank resources involving any facilities, information and linked resources made available through the ToxBank web site (www.toxbank.net/);

"SEURAT-1" involves the projects constituting the SEURAT-1 research initiative which have received funding from the European Union Seventh Framework Programme (FP7/2007-2013). The projects constituting the SEURAT-1 research initiative have financing from Cosmetics Europe. Each SEURAT-1 project involves a consortium of "partners" (partner organisations). The SEURAT-1 research initiative is further described at <http://www.seurat-1.eu/>;

"SEURAT-1 Data Access and Non Disclosure Agreement" refers to the most recent agreement on data access agreed to by organisations involved as beneficiaries in the SEURAT-1 research initiative;

"Registration Form" means the registration form which you are required to complete giving details of your registration to access ToxBank;

"this Agreement" means these terms and conditions and the Registration Form;

"we, us, our" means the partners in the ToxBank consortium of SEURAT-1 as specified in the grant agreement with the European Union;

"you, your" means the person whose name is set out in the Registration Form.

Commitment of ToxBank on SEURAT-1 Information

ToxBank is currently funded for the duration of SEURAT-1 to support access to SEURAT-1 information. We commit to manage all SEURAT-1 information in accordance with the conditions and understandings developed within SEURAT-1 including the SEURAT-1 Data Access and Non Disclosure Agreement and the agreements of SEURAT-1 partners with the EC and Cosmetics Europe. All SEURAT-1 information uploaded to ToxBank is prepared by a SEURAT-1 partner who is considered the owner of the information ("information owner"). This information owner makes the decision on which level and kind of information access is provided to other partners, projects, and users. It is the decision of the information owner to change the level of information access at any time. It is the decision of the information owner to make information more broadly available to the public at any point. SEURAT-1 has committed to the final publication of all quality data through a Creative Commons license; nevertheless the decision of making any particular information public, and its timing, always resides with the information owner.

All information provided by SEURAT-1 through ToxBank will be subject to the conditions of the SEURAT-1 Data Access and Non-disclosure Agreement, and any confidentiality conditions imposed by SEURAT-1 legal agreements including project grant and consortium agreements. No restriction is or will be placed by us on any SEURAT-1 related information that prevents proper execution of SEURAT-1 project grant and consortium agreements and their obligations.

Your Acceptance of these Terms

You will only be entitled to access ToxBank, if you agree to these Access terms and conditions. This you will be deemed to do by clicking "Accept" at the foot of these terms. If you do not wish to accept these terms then you click "Reject". No binding agreement will be created between you and us until you have completed and transmitted the Registration Form to us and we have acknowledged receipt and confirmed your booking and provided a user ID to you.

Licence and Usage

In order to access ToxBank by electronic means and to participate in the use of ToxBank facilities you will be using software and information which is proprietary to ToxBank or SEURAT-1 or other organisations. We grant to you a non-exclusive non-transferable licence to use that software and information solely for the purpose of accessing ToxBank and participating in any related activities in accordance with the provisions of this Agreement.

Except to the extent permitted by this Agreement or required to be permitted by law, you will not copy, alter, modify, adapt or translate the whole or any part of such software in any way nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things.

Any Open Source software used within ToxBank may be used according to its Open Source licensing conditions. Any information provided with a Creative Commons license may be used according to its Creative Commons licensing conditions. Any confidential information should be used in accordance with any confidentiality conditions requested by the confidential information owner, such as indicated on any confidential information document or any associated request communicated to and accepted by the user.

Copyright Materials

Within ToxBank materials and information, the intellectual property rights in which are owned by third parties, will be made available and will be accessible by you. You will not use or exploit any such materials or information or any part of them for any purpose other than expressly as set out in this Agreement.

For the purposes of research or education, you will be permitted to view and use the content material, and to download, save and print, extracts from such materials and information.

We shall have the right at any time to change or modify the terms and conditions applicable to your use of the materials or information of other users, or to present new conditions with respect to its use, but only after consultation with you and subject to your agreement. Failure to reach agreement may result in removal of your access from ToxBank.

Facilities

The facilities which will be available at ToxBank are described on ToxBank and which you will be entitled to access in the course of your use. We will have the right at any time to change or discontinue any aspect or feature of ToxBank, including but not limited to content, functionality, hours of availability and equipment needed for access or use and we will endeavour to give you reasonable notice of any such changes. Any changes to these terms and conditions will include a consultation with you and be subject to your agreement. Failure to reach agreement may result in removal of your access from ToxBank.

Your Obligations

You will at all times conduct yourself in a courteous and reasonable manner in connection with ToxBank and its users. Without limiting this obligation, you will also comply with the terms of this agreement.

You confirm that the registration details contained in the Registration Form are complete and accurate in all respects.

You will not, knowingly provide or upload or cause or permit to be provided or uploaded any material or information which is defamatory, offensive or abusive or of an obscene, blasphemous or menacing nature or character or which in any way constitutes a violation or infringement of the rights of any person, company or organisation (including but not limited to rights of copyright or confidentiality).

No warranty or representation of any kind is made, given or implied on information in ToxBank, by us or information owners, as to the sufficiency or fitness for its purpose, nor as to the absence of any unintended infringement of any proprietary rights of third parties.

You accept that the system used in connection with ToxBank has a finite capacity and that applications which make excessive or wasteful use of that capacity to the detriment of other users are not allowed.

You will not misuse the system in any way including, without limitation, hacking, deliberately introducing viruses, disrupting ToxBank or the services provided or attempting to do any such things.

Termination of Services

If at any time you are in breach of any of the terms of this Agreement or any other user or contributor to ToxBank is in breach of their respective agreements with us or if we have reasonable cause to believe that any of such events has or is likely to occur, then we may at our discretion take any of the following steps which we consider reasonably necessary to resolve the problem:

- suspend or remove you or any other individual's access to ToxBank or any part of ToxBank; or
- require the removal of any offending materials or information or render any such materials or information inaccessible by any persons participating in ToxBank; or
- bring any session or group or related activity within ToxBank to a close or close or withdraw either temporarily or permanently any part of the facilities provided as part of ToxBank; or
- as a last resort, bring ToxBank facilities to a closure or an end.

The termination of services will be announced to all existing users and a reasonable timeframe for remedy will be given.

Any user may request us to terminate their account and access to ToxBank at any time which we will then carry out in a timely manner.

We may terminate all accounts at the end of the SEURAT-1 project, if ToxBank is lacking a sustainable financial support model at that time.

The terms of this agreement will continue to apply to all information, accessed by the user during their period of access, subject to closure of the account.

Indemnity

You agree to avoid any deliberate or negligent breach of the terms and conditions of this Agreement. No party to this agreement is indemnified by the other party for any loss, damage, liabilities, costs or expenses suffered.

Liability

You acknowledge that it is neither possible nor appropriate for us to attempt to exercise control over ToxBank and its contents, and so we exclude all liability in connection with any kind of defamation or the transmission or receipt of materials or information of any nature including without limitation any materials or information which infringe the rights of third parties or which are of the type referred to in paragraph "Termination of Services" above. Also, we accept no liability for any viruses or similar problems which you may suffer during the course of accessing and/or

downloading any materials included within ToxBank.

Whilst we will endeavour to provide a high level of availability in respect of ToxBank, we are unable to warrant that the services we provide at ToxBank will be uninterrupted or error free or that any defects will be corrected. For example (but without in any way limiting the preceding sentence), the Internet is not run by any single organisation or body and so interruptions to the service may occur because of the failure of the equipment or others that is beyond our control.

Nor do we give any warranties as to the accuracy, reliability or quality of any information or materials provided or accessible in connection with ToxBank or that ToxBank will meet your requirements.

In no event will we be liable to you for any indirect or special or consequential loss or damage of any kind or any loss of profits or business arising from your use or inability to use the services we are providing or to participate in ToxBank or from errors or deficiencies in them.

The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

General

This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and represents the entire understanding between the parties.

The construction, validity and performance of this Agreement will be governed in all respects by Belgium law and be subject to the exclusive jurisdiction of the Belgium courts. If any provision of this Agreement is found by a court or other competent authority to be unenforceable, that provision will be deemed to be deleted from this Agreement and the remainder of this Agreement will continue in full force and effect.

All disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

General common law rules of precedence apply to this agreement.

Neither party will be liable to the other party in the event of any failure to perform due to any circumstances beyond its reasonable control.