



## Terms of Use

Welcome to MSDSonline! This Web site ([www.MSDSonline.com](http://www.MSDSonline.com), the "Site") is provided by MSDSonline Inc. and its affiliates (collectively "MSDSonline," "we" or "us"). Your use of the Site is governed by and subject to these terms and conditions of (these "Terms of Use"). Please read these Terms of Use carefully and thoroughly. **By accessing and using the Site, you agree that you have read and understand these Terms of Use, and that you accept and agree to be bound by the terms and conditions set forth in these Terms of Use.** If you do not agree to the terms and conditions of these Terms of Use, please do not continue to access and use this Site.

### Changes to Terms

These Terms of Use may be updated or amended by MSDSonline from time to time. All such updates and amendments are effective immediately upon notice thereof, which we may give by any means, including, but not limited to, posting a revised version of these Terms of Use, or other notice, on the Site. **You should view these Terms of Use often to stay informed of changes that may affect you, as your continued use of this Site signifies your continuing consent to be bound by the then-current Terms of Use.** We expressly reserve the right to make any changes to these Terms of Use, or to the Site and its contents, at any time without prior notice to you.

### Access, Registration and Use

In these Terms of Use, "you" refers to an individual accessing this Site, regardless of any particular MSDSonline subscription account, product or services purchased or licensed. To the extent applicable, "you" also includes the corporation or other legal entity (your "Company"), if any, on whose behalf you are accessing this Site. Though registration is not required to access and use certain features and materials that we make available on the Site, you must register with MSDSonline as a subscriber in order to take advantage of the features and benefits of an MSDSonline Account (R&D, GM or HQ) and other products that we may offer. You agree that all information that you provide to MSDSonline in connection with your access to and use of the Site (including, but not limited to, all information that you may provide in the MSDSonline Account subscriber registration process) is true, accurate and complete to the best of your knowledge, belief and ability, and that you will maintain and routinely update such information to keep it true, accurate and complete at all times. We reserve the right to terminate, refuse, restrict or discontinue service or access to the Site, or any portions or features of this Site, to you or any other person or entity, at any time, and without notice or liability (including, but not limited to, terminating your use of the Site), in the event that any information provided by you in any Site or subscriber registration process is, at such time or at any time thereafter, untrue, inaccurate or incomplete or if you otherwise fail to comply with these Terms of Use or the terms of any license, purchase order or other agreement that you have with us (including, but not limited to, the terms of the [MSDSonline Subscription and Services Agreement](#), as posted and updated from time to time on the Site).



## **MSDSonline Privacy Policy**

Information that you provide or that we collect about you and your Company through your access to and use of the Site is subject to our [Privacy Policy](#), the terms of which are hereby incorporated into these Terms of Use by reference. We encourage you to read and become familiar with our privacy practices. To review our Privacy Policy, please click [here](#).

### **Authority**

By accessing and using the Site, you represent and affirm that you have all necessary rights and authority to access and use the Site on your Company's behalf and with regard to any materials (including, but not limited to, any Material Safety Data Sheets "MSDSs") that you submit to MSDSonline. You are exclusively responsible for obtaining all required consents and approvals from your Company and from any suppliers, distributors, manufacturers, customers, clients and other third parties who may be affected by, or may need to consent to, your access to and use of the Site, your submission of MSDSs, and any of your related activities, whether such consents and approvals are required by law or otherwise.

### **Security**

MSDSonline takes commercially reasonable measures to secure and protect information transmitted to and from the Site, however we cannot and do not guarantee that any such communications or any electronic commerce conducted on or through the Site is or will be totally secure. You are responsible for maintaining the confidentiality of any login or ID (your "User ID") and any password that may be assigned to you by MSDSonline, and you are fully responsible for all access and any activity that occurs through use of your User ID or password. You agree to immediately notify MSDSonline of any unauthorized use of your User ID or password or any other breach of Site security of which you become aware. MSDSonline cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID and password.

### **Proprietary Content**

MSDSonline respects the intellectual property rights of others and expects you to do the same. MSDSonline has expended substantial time, effort and funds to create the Site and to collect and provide the materials, products and services that are available through the Site. You understand and agree that MSDSonline owns or (where required, appropriate or applicable) has been licensed by third parties to use all right, title and interest in and to the Site and the products and services made available on or through the Site, and all information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other content contained therein, and the collection, design, selection and arrangement thereof (collectively, the "Content," but expressly excluding the content of individual MSDS documents that are accessed, used or obtained on or through the Site). You acknowledge that the Content contains valuable proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of the United States and other countries, and that you acquire no ownership interest by accessing and using the Site and the Content. Such intellectual property and proprietary rights include, but are not limited to; various patents, copyrights, trademarks and service marks, registered trademarks and service marks, trade dress protection and trade secrets, and all such rights are and shall remain the property of MSDSonline and its licensors.



## Use of Content

MSDSonline grants you a limited license to access and make personal use of this Site and the Content for legitimate purposes. Except as expressly provided for in these Terms of Use or in an applicable, validly executed license or service agreement (including, for example, the MSDSonline Subscription and Services Agreement, as posted and updated from time to time on this Site) between you or your Company and MSDSonline, any alteration, modification, reproduction, redistribution, retransmission, redisplay or other use of the Site or any Content in any other manner or for any other purpose constitutes an infringement of MSDSonline intellectual property and other proprietary rights. Other than as necessary and required to facilitate your personal use, you may not reproduce, perform, create derivative works from, republish, upload, post, retransmit, or redistribute in any way whatsoever any Content or other portion of the Site, or any other Web site owned or operated by MSDSonline, without the prior written permission of MSDSonline. Use of the Content, or of any copies of MSDS documents posted or otherwise made available by MSDSonline on or through the Site, on any other Web site or other networked computer environment is expressly prohibited without prior written permission from MSDSonline. You shall not remove or modify any copyright notice or trademark legend, author attribution or other notice placed on or contained within the Content or within any MSDS document posted or otherwise made available by MSDSonline on or through the Site. Except as expressly authorized by MSDSonline in writing, in no event shall you reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, all or any portion of the Content or the Site, or access to or use of the Content and the Site.

## MSDSonline Subscription and Services

Unless otherwise agreed in writing by you and MSDSonline, your use of any Subscription Account, product or services of MSDSonline other than the Site is governed by the [MSDSonline Subscription and Services Agreement](#), as posted and updated from time to time on the Site. MSDSonline owns or (where required, appropriate or applicable) has been licensed by third parties to use all right, title and interest in and to the MSDSonline Subscription Accounts (R&D, GM & HQ) and any other associated supporting product (collectively, with the associated documentation and other materials, "MSDSonline Subscription Accounts"). MSDSonline Subscription Accounts constitute valuable proprietary information that is protected by applicable intellectual property and other proprietary rights recognized by, and the laws and international treaties of, the United States and other countries. You may only use such products and services pursuant to the terms of the MSDSonline Subscription and Services Agreement or the other written contractual terms by which they are licensed or otherwise provided to you or your Company by MSDSonline or its authorized sales representative.

## Copyright Agent

MSDSonline has registered a designated agent with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)). If you believe that your copyrighted material is being used on this Site without required permission, please notify the designated MSDSonline agent at:

MSDSonline Inc.  
Attn: Copyright Agent  
350 N. Orleans Street, Suite 950 Chicago, IL 60654  
Telephone: (312) 881-2000  
Facsimile: (312) 881-2001  
E-mail: [CustomerHelp@MSDSonline.com](mailto:CustomerHelp@MSDSonline.com)



## Submissions

By submitting information and material to the Site or to MSDSonline, whether by facsimile, e-mail, telephone or other mode of communication, or through access to and use of the Site or the Content (including, but not limited to, by accessing or using of any available pages or applications, by submitting MSDSs, or posting feedback, questions, comments, suggestions, ideas, graphics, text, software or computer files of any type), you thereby expressly grant, or warrant that the owner of such material has expressly granted, MSDSonline a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, make and have made, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and to incorporate it in other works in any form, media or technology now known or hereafter developed, subject to our [Privacy Policy](#), as set forth on the Site.

## Compliance with Law

You access and use the Site and the materials, products and services available on or through the Site or MSDSonline at your own initiative and risk. In connection with your access to and use of the Site and that of any person authorized by you to use the Site, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. Recognizing the global nature of the Internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. You expressly agree to comply with all applicable laws regarding the transmission of data or information out of the country in which you reside. You further agree not to upload to the Site any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain encryption software. These assurances and commitments by you shall survive termination of these Terms of Use or your access to and use of the Site.

## Linked Sites

For your convenience, certain hyperlinks may be provided on the Site which link to other Web sites that are not under the control of MSDSonline. MSDSonline does not sponsor or endorse such Web sites and is not responsible for the accuracy, content or any aspect thereof. MSDSonline disclaims all liability for such Web sites, and for any use of the links to such Web sites or use of such Web sites themselves. We also disclaim all liability and make no representations or warranties for any products or services made available, sold or provided to you by any third party. Your use of other Web sites, and the offer or purchase of products or services on or through such other Web sites, is subject to the terms and conditions thereof. You agree that you will bring no suit or claim against MSDSonline arising from or based on your use of, or the offer or purchase of products or services on or through, such other Web sites. Links do not imply that MSDSonline is affiliated or associated with, or is legally authorized to use any trademark, trade name, service mark, logo or copyright symbol displayed in connection with or accessible through such links, or that any linked site is authorized to use any trademark, trade name, service mark, logo or copyright symbol of MSDSonline or any of its affiliates.



## **Disclaimer**

Although MSDSonline strives to make the Site and the materials (such as MSDS documents), Subscription Accounts (R&D, GM, HQ), products and services provided through this Site helpful, reliable and current, you understand that your access to and use of the Site and all materials, Subscription Accounts (R&D, GM, HQ) products and services available through it and MSDSonline are at your own initiative and risk. It is your responsibility to take precautions to ensure that any information, materials, software or data that you access, use, download or otherwise obtain on or through the Site and MSDSonline are: (i) up-to-date, accurate, complete, reliable, and suitable to and appropriate for the purpose for which you, or your Company, may desire to use them; and (ii) free of viruses and other destructive routines. ALL MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE AND THROUGH MSDSONLINE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED. MSDSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND INFRINGEMENT. MSDSONLINE DOES NOT REPRESENT, WARRANT OR COVENANT THAT THIS SITE AND THE MATERIALS (INCLUDING, BUT NOT LIMITED TO, MSDS DOCUMENTS), PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE AND THROUGH MSDSONLINE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU, OR YOUR COMPANY, MAY CHOOSE TO PUT THEM, OR THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND THE MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **Content and Maintenance of MSDS Documents**

MSDSONLINE ASSUMES NO RESPONSIBILITY OR OTHER OBLIGATION WHATSOEVER FOR THE SELECTION, MAINTENANCE AND UPDATING OF MSDS DOCUMENTS ACCESSIBLE, ACCESSED AND OBTAINED ON OR THROUGH THE SITE OR OTHER PRODUCTS AND SERVICES OF MSDSONLINE, BY OR ON BEHALF OF YOU, OR YOUR COMPANY. IN NO EVENT SHALL MSDSONLINE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, DAMAGE OR EXPENSE RELATING TO THE SELECTION, MAINTENANCE, UPDATING, RETENTION, AVAILABILITY, ACCESSIBILITY OR USE OF MSDS DOCUMENTS BY YOU, YOUR COMPANY, OR ANY THIRD PARTY. YOU ARE RESPONSIBLE FOR CONFIRMING THAT ANY MSDS DOCUMENT THAT YOU MAY ACCESS, SELECT, USE, OR OTHERWISE OBTAIN FROM THE SITE OR MSDSONLINE, IS APPLICABLE TO AND APPROPRIATE FOR THE SPECIFIC PRODUCT FOR WHICH YOU SEEK OR NEED AN MSDS DOCUMENT. YOU ACKNOWLEDGE THAT MSDSONLINE DOES NOT PRODUCE THE INFORMATION CONTAINED IN MSDS DOCUMENTS AND THAT MSDSONLINE ASSUMES NO RESPONSIBILITY, LIABILITY OR OBLIGATION WHATSOEVER WITH RESPECT TO THE ACCURACY, USEFULNESS, COMPLETENESS OR CURRENCY OF INFORMATION CONTAINED IN ANY MSDS DOCUMENT ACCESSED OR ACCESSIBLE ON OR THROUGH THE SITE OR THE PRODUCTS AND SERVICES OF MSDSONLINE.



### **Limitation of Liability**

NEITHER MSDSONLINE, ITS SUBSIDIARIES, CONTRACTORS, SUPPLIERS, CO-BRANDERS AND OTHER SIMILAR ENTITIES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE FOREGOING (ALL SUCH INDIVIDUALS AND ENTITIES AS LISTED HERETOFORE IN THIS SENTENCE, COLLECTIVELY, THE "MSDSOONLINE ASSOCIATES"), SHALL BE LIABLE TO YOU, YOUR COMPANY, OR ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE, NEGLIGENT USE OR NON-USE, OR YOUR RELIANCE ON OR FAILURE TO RELY ON THE SITE, THE CONTENT, AND THE MATERIALS (INCLUDING, BUT NOT LIMITED TO, MSDS DOCUMENTS), PRODUCTS AND SERVICES ACCESSIBLE, ACCESSED OR USED ON OR THROUGH THE SITE OR MSDSONLINE; (B) ANY DECISIONS MADE OR NOT MADE, OR ACTIONS TAKEN OR NOT TAKEN BY YOU, YOUR COMPANY, OR ANY THIRD PARTY WITH REGARD TO, IN RELIANCE ON, OR AS A RESULT OF, ACCESS AND USE OF THE SITE, THE CONTENT, AND THE MATERIALS (INCLUDING, BUT NOT LIMITED TO, MSDS DOCUMENTS), PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE AND MSDSONLINE; (C) MSDSONLINE'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THESE TERMS OF USE, OR (D) YOUR PURCHASE AND USE OF ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES THROUGH MSDSONLINE. UNDER NO CIRCUMSTANCES SHALL THE MSDSONLINE ASSOCIATES BE LIABLE TO YOU, YOUR COMPANY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION AND CLAIMS OF THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE USE, NEGLIGENT USE OR NON-USE OF MATERIALS (INCLUDING, BUT NOT LIMITED TO, MSDS DOCUMENTS), PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE OR MSDSONLINE, THE USE, COPYING OR DISPLAY OF THIS SITE OR THE CONTENT, TRANSMISSION OF INFORMATION TO OR FROM THE SITE OVER THE INTERNET, OR ANY OTHER CAUSE BEYOND THE CONTROL OF MSDSONLINE), EVEN IF MSDSONLINE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF THE MSDSONLINE ASSOCIATES SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IF ANY OF THE MSDSONLINE ASSOCIATES ARE FOUND LIABLE TO YOU OR ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE MSDSONLINE ASSOCIATES' COLLECTIVE, AGGREGATE AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED \$100.



## **Indemnification**

You agree to indemnify, defend and hold all of the MSDSonline Associates harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), made by any third party due to or arising out of content, data or information you submit, post to or transmit through the Site, your access to and use, negligent use or non-use of the Content, the Site and other materials (such as MSDS documents), products and services available on or through the Site and MSDSonline, your violation of these Terms of Use or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification set forth herein shall survive termination of these Terms of Use and your use of the Site.

## **Miscellaneous**

These Terms of Use and the MSDSonline Privacy Policy referenced herein (as each may be revised and amended from time to time according to their respective terms), together with any applicable, validly executed licenses or services agreements between you or your Company and MSDSonline (including the MSDSonline Subscription and Services Agreement, as posted and updated from time to time on the Site) collectively constitute the entire agreement with respect to your access to and use of the Site and the materials, products and services available on or through the Site or MSDSonline. Our electronically or otherwise properly stored copy of these Terms of Use shall be deemed to be the true, complete, valid, authentic and enforceable copy of these Terms of Use and you agree that you shall not contest the admissibility or enforceability of MSDSonline's copy of these Terms of Use in a court in connection with any proceeding arising out of these Terms of Use. These Terms of Use do not confer any rights, remedies or benefits upon any person other than you and MSDSonline. MSDSonline may assign its rights and duties under these Terms of Use at any time to any party without notice. You may not assign these Terms of Use without the prior written consent of MSDSonline. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. Should any provision of these Terms of Use be held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected.

## **Jurisdiction**

This Site was created and is presently maintained, located and controlled by MSDSonline in the State of Illinois. These Terms of Use shall be governed by and construed under the law of the State of Illinois, without regard to conflicts of law principles or rules thereof. Any legal action arising out of or related to these Terms of Use and your access to and use of this Site must be commenced within one year after the cause of action arises. YOU AGREE AND UNDERSTAND THAT MSDSONLINE AND YOU EACH WAIVE YOUR RESPECTIVE RIGHT TO A TRIAL BY JURY. MSDSonline and you each agree to use your best efforts to settle any dispute or claim arising out of, or relating to, for resolution of any matters related to interpretation, construction or enforcement, or otherwise in connection with these Terms of Use, the MSDSonline Privacy Policy referenced herein, or otherwise related to or in connection with your access to and use of this Site and the materials, products and services available on or through this Site or MSDSonline. If MSDSonline and you cannot reach a written settlement agreement within thirty (30) days of your initially raising the controversy or claim, MSDSonline and you shall submit any controversy or claim arising out of, or relating to, these Terms of Use to binding arbitration in Chicago, Illinois administered by the American Arbitration



Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### **International Users and Export Control Laws**

The Site can be accessed from countries around the world. MSDSonline makes no representation that the Site, or the services and products available through it, are appropriate or available for use at other locations outside the United States, and access to the Site from territories where the Site or any of its services or products are illegal is prohibited. The export and re-export of software products are controlled by the United States Export Administration Regulations, and such software may not be exported or re-exported to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, MSDSonline software (if any) may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

**Questions Regarding Terms of Access** Please contact us with any questions regarding the Site or these Terms of Use by e-mail at [CustomerHelp@MSDSonline.com](mailto:CustomerHelp@MSDSonline.com) or by calling our customer service line at 1-888-362-2007.

#### **Acknowledgement**

**YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE AND THE MSDSONLINE PRIVACY POLICY REFERENCED HEREIN.**

Last updated April 4, 2012, MSDSonline Inc. All rights reserved.