

Welcome to SDS SEARCH; owned and operated by 3E Company Environmental, Ecological and Engineering, a Delaware, U.S.A. Corporation (“3E”). We support freedom of speech, both on and off the Internet. However, the goal of this website is to provide access to the widest selection of safety data sheets (“SDS”) to a large group of people. To ensure a safe, non-offensive environment for all our users, we established these Terms & Conditions, which explain what you can expect from us and what we expect from you. By accessing any area of SDS SEARCH, you (“User”) agree to be legally bound and abide by the following terms:

I. TRADEMARKS

3E reserves all rights to its and its affiliates service marks. All trademarks, product names, and company names and logos appearing on SDS SEARCH are the property of their respective owners. You may not use any of the foregoing without the prior written consent of 3E.

II. SDS VIEWING PACKAGE

SDS Search allows you 5 free SDS viewings after registration. Any unused SDS viewings will expire after 1 year. After the 5 viewings have been used, you are given an option to buy an SDS Viewing Package. The SDS Viewing Package is valid for 1 year from purchase and is limited to 500 SDS viewings per 30 day period. Each SDS Viewing Package is limited to one user. By purchasing the SDS Viewing Package, you agree that your account will be automatically renewed and your credit card will be automatically charged the annual fee every 12 months. You will receive notification of the renewal prior to the renewal date and this automatic renewal will continue until you request that the recurring payment is stopped. If you cancel your account more than thirty days after a renewal, your account will be closed without reimbursement and an administrative processing fee may apply.

All *SDS Viewing Package* purchases are final. 3E reserves the right to cancel an account at any time for valid reason.

III. DISCLAIMERS AND LIMITATION OF LIABILITY

You expressly agree that your use of SDS SEARCH is at your sole risk. 3E, its affiliates and any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors or the like (collectively, "Providers") do not warrant that SDS SEARCH will be uninterrupted or error-free. Additionally, the Providers do not warrant the accuracy of the results that may be obtained from the use of SDS SEARCH or the accuracy, reliability or currency of any information content, service or merchandise provided through SDS SEARCH.

THIS SITE IS PROVIDED BY SDS SEARCH ON AN "AS IS" AND "AS AVAILABLE" BASIS. SDS SEARCH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SDS SEARCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SDS SEARCH NOR ITS AFFILIATES, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL USER RELY ON ANY SUCH INFORMATION OR ADVICE.

To the fullest extent permitted by law, 3E or any other party involved in creating, producing, or distributing SDS SEARCH will not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use SDS SEARCH, including but not limited to reliance by a User on any information obtained from SDS SEARCH or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction, or unauthorized access to SDS SEARCH records, programs, or services. User hereby acknowledges that this paragraph shall apply to all content, SDS, and services available through SDS SEARCH.

IV. CONTENT

a. PROPRIETARY RIGHTS

User acknowledges that SDS SEARCH contains information, data, software, text, photographs, graphs, videos, typefaces, graphics, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under the U.S. and Canada copyright laws, and 3E owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. User may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, Users may make copies of select portions of the Content, provided that the copies are made only for User's personal use and that User maintains any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see 17 U.S.C. Section 107) User may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission from 3E. In addition to the foregoing, use of any software Content shall be governed by the software license agreement accompanying such software.

b. DISTRIBUTION/UPLOADING OF THIRD-PARTY CONTENT

Except as set forth in Section III above, User may upload to or otherwise distribute on SDS SEARCH only Content that is not subject to any copyright or other proprietary rights protection (collectively, "Public Content"), or Content in which 3E has given express authorization for distribution on the World Wide Web. Any copyrighted or other proprietary Content distributed with the consent of a copyright owner should contain a phrase such as "Copyright, owned by [name of owner]; used by permission." The unauthorized submission or distribution of copyrighted or other proprietary Content is illegal and could subject the User to criminal and/or civil liability. User will be liable for any damage, or any other harm, arising from any infringement of copyrights or proprietary rights resulting from the unauthorized submission or distribution of such copyrights or proprietary rights. Neither 3E, nor its affiliates, nor any of their officers, directors, employees, agents, Providers, or the like, will be liable for any damage resulting from any infringement of copyrights or proprietary rights, or from any other harm arising from such User submission. In compliance with the Digital Millennium Copyright Act, Users and other persons can report infringement corrections on SDS SEARCH. By submitting Content to any User-submit areas, User automatically grants, or warrants that the owner of such Content has expressly granted 3E a royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, publish, translate, sublicense, copy, and distribute the Content in whole or in part worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such Content. User also permits any other User to access, store, or reproduce the Content for that User's personal use. Subject to this grant, the owner of Content placed on SDS SEARCH retains any and all rights, which may exist in such Content.

c. THIRD-PARTY CONTENT

3E is a supplier and not a publisher of Content supplied by third parties and Users on SDS SEARCH. 3E has no more control over such Content than does a public library. Any opinions, advice, statements, services, offers, or other information that constitutes part of Content expressed or made available by third parties, including Providers or any other User of SDS SEARCH, are those of the respective authors or suppliers and not of 3E or its affiliates or any of their officers, directors, employees, or agents. Neither 3E nor its affiliates, nor any of their officers, directors, employees, or agents, nor any third party, including any Provider, or any other User of SDS SEARCH, guarantees the accuracy, completeness, or usefulness of any Content, nor its merchantability or fitness for any particular purpose. In many instances, the Content available through SDS SEARCH represents the information supplied by their respective Provider, or User not under contract with 3E. 3E neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on SDS SEARCH by anyone other than authorized 3E employees. Under no circumstances shall 3E, or its affiliates, or any of their officers, directors, employees, or agents be liable for any loss, damage or harm caused by a User's reliance on information obtained through SDS SEARCH. It is the responsibility of User to evaluate the information, opinion, advice, or other Content available through SDS SEARCH.

V. ONLINE CONDUCT

User agrees to use SDS SEARCH only for lawful purposes. User is prohibited from posting on or transmitting through SDS SEARCH any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, provincial, national, or international law.

If 3E is notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by User, 3E may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such Content from SDS SEARCH. 3E may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate SDS SEARCH; or (iii) to protect the rights or property of 3E, its Users or Providers.

3E reserves the right to prohibit conduct, communication, or Content that it deems in its sole discretion to be harmful to individual Users, SDS SEARCH, the communities that make up SDS SEARCH, or any rights of 3E or any third party, or to violate any applicable law. Notwithstanding the foregoing, neither 3E nor its Providers can ensure prompt removal of questionable Content after online posting. Accordingly, neither 3E, nor its affiliates, nor any of their officers, directors, employees, or agents, nor Providers shall assume liability for any action or inaction with respect to conduct, communication, or Content on SDS SEARCH.

VI. SUBMISSIONS

By submitting information and material to SDS SEARCH, whether via email or otherwise, including, but not limited to, feedback, questions, comments, suggestions, ideas, graphics or computer files of any type, you thereby expressly grant, or warrant that the owner of such material has expressly granted, 3E a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, 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 the Privacy Policy set forth below. The only exclusion to the above clause pertains to SDS documents; due to their specific nature and our commitment to maintaining the integrity of each & every SDS document submitted to us, we do not modify or otherwise change the written content of said safety data sheets (SDS).

VII. PRIVACY POLICY

Your use of SDS SEARCH is subject to the terms of the SDS SEARCH Privacy Policy, available at <http://www.msds.com>, which is incorporated herein by reference. In accordance with the terms of the SDS SEARCH Privacy Policy, SDS SEARCH respects the privacy of its Users.

VIII. CHANGES

All content contained herein is subject to change without notice. 3E reserves the right to change or modify the terms and conditions applicable to the use of this site at any time. Such changes, modifications, additions, or deletions to the terms and conditions of use shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting new terms and conditions on the site. Any use of the site after such notice shall be deemed to constitute acceptance by you of such changes, modifications, additions, or deletions. 3E may terminate, change, suspend or discontinue any aspect of the site, including the availability of any features of the site, at any time. 3E may also impose limits on certain features and services or restrict your access to parts of the site without notice or liability.

IX. APPLICABLE LAW

This site is created and controlled by 3E. The laws of the State of California, without regard to its conflict of laws principles, will govern these disclaimers, terms and conditions. 3E reserves the right to make changes to its site and these disclaimers, terms and conditions at any time. User hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state or federal courts located in San Diego, California for any litigation arising out of or relating to use of or purchase made through MSDS.COM (and agrees not to commence any litigation relating thereto except in such courts).

X. TERMINATION

3E may terminate User's access, or suspend any User's access to all or part of SDS SEARCH, without notice, for any conduct that 3E, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another User, a third-party Provider, a service provider, or 3E.

XI. SEVERANCE

Any provision in these Terms of Use that is declared prohibited or unenforceable by a court of competent jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

XII. ACKNOWLEDGMENT

The Terms of Use, including all documents referenced herein, represents the entire understanding between you and 3E regarding your relationship with 3E and supersedes any prior statements or representations. YOU AGREE TO BE BOUND BY THE TERMS OF USE by using the SDS SEARCH web site. The aforementioned Terms of Use are subject to change.

XIII. INTERNATIONAL USERS AND JURISDICTION

SDS SEARCH is maintained, located, and controlled by 3E. 3E makes no representation that materials on the site are appropriate or available for use at other locations outside of the United States and access to the site from territories where the site's contents are illegal is prohibited. If you access this site from locations outside the United States, you are responsible for compliance with all local laws.

XIV. EXPORT RESTRICTIONS/LEGAL COMPLIANCE

You may not access, download, transmit, use or export the site, or the Content provided on the site, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of 3E in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the services of 3E outside the U.S. Neither the services of 3E nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (i) into Cuba, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List. By agreeing to these Terms and Conditions of Use, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. The above country list is subject to change without further notice from 3E, and you must comply with the list as it exists in fact.