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If you require advice on a marketing matter/problem please contact us, alternatively you can send an email to contactus@chemisphereuk.co.uk

All electronic links to any part of this site require the consent of Chemisphere Please email requests to contactus@chemisphereuk.co.uk

General

- 1. This website is provided by Chemisphere UK
- 2. References on this website and in these terms and conditions to:
 - "Chemisphere UK" or "we" or "our" or "us" shall mean Chemisphere and/or its affiliated undertakings; and
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 professional advice. You should not rely on any information contained in this website as if it
 were legal or other professional advice.
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 - You may only use this website for lawful purposes. You must ensure that any document, file or other information that you intend to post to our website or provide to us via this website does not contravene any applicable laws or contravene any person's legal rights and you must not post or upload anything indecent, obscene, abusive, libellous or defamatory. We do not monitor or edit documents or files posted or provided to us by other persons for posting on this website and accordingly we do not accept any responsibility for any damage or loss you

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 or show in public any part of this website or systematically extract material from this website
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- We reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website.
- Any dispute arising between you and Chemisphere in relation to this website shall be governed by English law and you submit to the exclusive jurisdiction of the English courts for the purposes of any such dispute.
- If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - 1. the legality, validity or enforceability in that jurisdiction of any other term or condition; or
 - 2. the legality, validity or enforceability in other jurisdictions of that or any other term or condition.
- A person who is not a party to these terms and conditions may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- The trade marks, logos and trade names displayed on the website ("Marks") are the property of Chemisphere or other third parties. You are not permitted to download, copy or use the Marks without the prior written consent of Chemisphere or such third party who may own the Marks. The design and layout of the website is protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.
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- The main body of this website, that is the website excluding the Restricted Areas, (Public Area) is made available for public viewing on the basis that Chemisphere excludes to the fullest extent permitted by law all liability whatsoever for any loss or damage howsoever arising out of the use of the Public Area or reliance upon the content of the Public Area. Chemisphere do not exclude liability (if any) for personal injury or death resulting from its negligence, for fraud or any matter which may not be lawfully excluded.
- If any of these terms and conditions (or a part thereof) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If such terms or condition would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with such modification.

Data Protection and Confidentiality

- 3. Chemisphere acknowledge that your contact details and application data (as defined under Careers and Marketing) ("your information") may be confidential. Chemisphere will maintain the confidentiality of and protect your information in accordance with Chemisphere's normal procedures and English law.
- 4. As part of Chemisphere's quality control and with the objective of providing you with enhanced services we may monitor the use of this website and record your email address and/or IP address. This information is collected for Chemisphere's internal purposes only and shall not be disclosed to any other organisation except as required by law. We may use "cookies" to collect this information and track your use of this website. For more information about "cookies", please see the Interactive Advertising Bureau's website: http://www.allaboutcookies.org. If you do not agree you can choose to not receive a cookie file by enabling your web browser to refuse cookies or to prompt you before you accept a cookie.
- 5. Chemisphere may use your application data and contact details for the purposes of recruitment or marketing, respectively, as more fully described under Careers and Marketing. We may use information obtained about you from monitoring your use of this website solely for internal purposes including website performance, evaluation of website use and the creation of marketing reports at Chemisphere to aid future marketing of information about Chemisphere and Chemisphere's services. Data collected by monitoring will be aggregate, no personal or sensitive personal data will be used other than for the purpose for which it was originally obtained.
- 6. Your information may be controlled and processed by any of Chemisphere's offices. You acknowledge and agree that the location of our offices may change from time to time and that Chemisphere may acquire other offices in any number of other countries or territories at any time, any one or more of which may act as a controller of and/or process your information. Chemisphere will not disclose your data to any other third party unless required to do so by law or regulators.
- 7. You have the right to access and the right to rectify your personal data whether submitted as an application for a post at Chemisphere or otherwise by sending us a written request to the address given above (see General) or by email to contactus@chemisphereuk.co.uk
- 8. Occasionally third parties may provide storage services to us. In those circumstances those third parties shall be required to enter into a confidentiality agreement on no less stringent terms than found in these terms and conditions and to process your data solely in accordance with our instructions.

Marketing

From time to time we may use any of the information you submit to us, including personal data, to provide you with marketing information about Chemisphere and Chemisphere's services subject to your consent.

Restricted Areas

9. Access to the Restricted Areas is restricted to authorised persons. If you believe you have been granted access to any document or file by mistake, please leave the Restricted Area immediately and contact us by email at contactus@chemisphereuk.co.uk as soon as possible. Please also contact us by email at contactus@chemisphereuk.co.uk if we have notified you that you are permitted to access a Restricted Area but are unable to obtain access to it.

- 10. The Restricted Areas should only be accessed using a computer linked to a secure network environment.
- 11. You must not allow any other person to use your username, password or other login details. If you believe someone else knows your login details please contact us by email at contactus@chemisphereuk.co.uk as soon as possible.
- 12. In the case of certain Restricted Areas we will supply you with temporary login details which must be changed on your first accessing the Restricted Area. The login details should be at least 8 characters in length and contain alpha and numeric characters. You should not choose details that may be easily identifiable by others. Login details should be changed regularly and not less than once every 6 weeks.
- 13. We reserve the right to remove you from the authorised list of users for any Restricted Area of this website at any time.
- 14. Parts of this website incorporate encryption technology, however, we cannot guarantee that unauthorised people will not be able to access confidential information hosted on or downloaded from this website.
- 15. The information, documents and files hosted on the Restricted Areas are confidential and may be privileged. You must not distribute the documents and files hosted in these areas except to persons authorised to read them. If you believe that you may have been granted access to information, a document or a file by mistake you must not download it, copy it, use it for any purpose or disclose its contents to any other person. Where you are subject to a separate agreement or undertaking (such as a confidentiality agreement) then such agreement or undertaking shall apply in addition to and, in the case of conflict or inconsistency, in priority to these terms and conditions.
- 16. You shall not obtain or attempt to obtain unauthorised access to a Restricted Area or to a Restricted Area other than that which has been identified as being available to you through the logins and passwords notified to you or to any other area of Chemisphere's computer system or network nor will you attempt to evade our authentication or security procedures nor assist, encourage or permit any other person to do any of the above things.
- 17. You should be aware that some of the documents, files and other information may contain personal data subject to applicable data protection legislation. You must not use that data contrary to such legislation. To the extent that your jurisdiction does not have in force data protection legislation at least as stringent as that applying in England from time to time you undertake to treat such personal data as if it were subject to the legislation applying in England from time to time to the extent it is more stringent.
- 18. Chemisphere shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of unauthorised use or possible unauthorised use of your login details or of a breach of security.
- 19. Subject to 11. below, Chemisphere shall not be liable for any loss or damage whatsoever resulting from your use of a Restricted Area other than in accordance with these terms including but without limitation any special, consequential or indirect loss, any loss of profit or goodwill, any loss of data or for any business or economic loss arising out of the use of or the inability to use a Restricted Area. We do not charge you any separate fee for access to and use of the Restricted Areas. On this basis you agree that these terms, and in particular the limits on our liability and obligations, are fair and reasonable.
- 20. If you are accessing a Restricted Area to use the services available through it otherwise than in the course of your business, you have certain statutory rights as a consumer regarding the performance of services. These statutory rights will not be affected by any statement contained in these terms and conditions.
- 21. Subject to the additional terms set out below applicable to particular Restricted Areas, you may not print any part of the content of the Restricted Areas.