

# REACH Delivery

## Terms of Use and End User License Agreement

---

This legal agreement is the terms and conditions of use and End User License Agreement (“Agreement”) between **You**, the user (“You” or “Your”) and **Reach Delivery International, Ltd.** of **Hamilton House, 111 Marlowes, Hemel Hempstead, Herts. HP1 1BB, United Kingdom** (“RDI”), jointly referred to hereafter as the Parties (“Parties”)

In this Agreement, the term "RDI" means RDI International Ltd. Mpower1 Group means any company wholly owned by Mpower Partnership LLP and part of the Mpower1 group of companies.

RDI is only willing to provide access to, and use of REACH Delivery to You on the condition that You accept all of the terms contained in this agreement. You accept this agreement and you consent to these terms and conditions, by an affirmative request/response action during installation of REACH Delivery or by download, installation, copy or use of REACH Delivery.

If You are unwilling to accept this agreement, You are instructed to not use REACH Delivery.

Notwithstanding anything herein to the contrary, authorized RDI distributors do not act as agents of RDI, and such distributors may not enter into any contracts on behalf of RDI. No authorized distributor has the authority to modify the terms of this agreement.

### Definitions

**Reach Delivery** (also referred to as the REACH Delivery Service) means all RDI software, files, instruction files, printed materials, electronic documentation and/or the REACH Delivery software (source code and object code) that provide a global service for manufacturers, importers, distributors and downstream users, supporting the electronic delivery, receipt, management, automatic update and audit of SDS documents.

**Price List** means the price list and additional terms for using the Reach Delivery Service prevailing at the time of usage. The current Price List is available at on the REACH Delivery website at [www.reachdelivery.com/pricing.html](http://www.reachdelivery.com/pricing.html) and will be updated from time to time.

**Service Usage Fees** means the fees payable as a result of your utilisation of the REACH Delivery service and is calculated for the purpose of invoicing, usually monthly as; ‘the functions on the Price List identified as chargeable’ x (multiplied by) ‘the amount those functions have been used’ It will include all users of the service for which you have agreed to pay.

**Fees** means fess payable by You as a result of Your use of REACH Delivery including but not limited to Chargeable Functions, Service Usage Fees, set up fees, reconnection fees, and minimum charges.

**Chargeable Functions** means those functions within the REACH Delivery Service for which there is charge, as shown in the Price List by having a price associated with it

**Non Chargeable Functions** means those functions within the REACH Delivery Service for which there is no charge, as shown in the Price List by having no price associated with it.

## 1 OWNERSHIP.

REACH Delivery is licensed. It is not sold, even if for convenience we make reference to words such as “sale” or “purchase.” REACH Delivery is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in REACH Delivery and all copies of REACH Delivery, however made, are the exclusive property of RDI or Mpower1 Group and its suppliers. All rights in REACH Delivery, not expressly granted to You in this Agreement, are reserved by RDI and its suppliers. There are no implied licenses under this Agreement.

## 2 Acceptance of Terms

RDI is only willing to provide access to, and use of REACH Delivery to You on the condition that You accept all of the terms contained in this agreement. You accept this agreement and you consent to these terms and conditions, by an affirmative request/response action during installation of REACH Delivery or by download, installation, copy or use of REACH Delivery.

### **3 Licence**

RDI grants You a personal non-exclusive, non-transferable, license, to install and execute REACH Delivery, in object code format only, as long as the You comply with the terms of this Agreement. This Agreement shall remain in force until it is terminated for any reason.

You may not transfer, sublicense or reassign these rights under this Section 3.

### **4 User Name**

For each license granted to You under this Agreement, You will be provided with a unique user name and password for use by You

### **5 Services.**

There are no services provided under this Agreement. You are responsible for installing REACH Delivery on your computer as permitted under this Agreement. On line and telephone support as may be made available by RDI from time to time will form part of the Reach Delivery Service. All other services do not form part of this agreement and must be purchased separately.

### **6 Fees.**

If You are using only Non Chargeable Functions within the service and You have not entered into an arrangement to pay ; or You are using Chargeable Functions but another service user has given you permission to use the service on their account; then you will not receive an invoice and will not be charged any Fees. Otherwise; You agree to pay the invoices as submitted by Reach Delivery on a monthly basis.

The invoices will be produced based upon Fees including Service Usage Fees and, subject to any minimum charge, You will be charged only for Chargeable Functions. Prices and additional terms will be in strict accordance with the prevailing Price List, which will be updated from time to time. We will advise you of changes to the Price List and You should check the Price List periodically in order to be familiar with current pricing. All Fees are non-refundable except as expressly provided for in the Agreement. All prices are exclusive of sales or use tax, withholding tax, excise tax, VAT or customs duties, all of which You are responsible for paying above and beyond the Fees due to RDI.

### **7 TERMS OF PAYMENT**

All Fees due under this Agreement shall be paid by You within 30 days of delivery of the invoice.

If the payment of any sum due under the terms of this Agreement shall be overdue, then, RDI shall be entitled, at their discretion, to charge interest at the rate of three percent (3%) per month on the amount of the delayed payment for the period of the delay and may remove access from You to all Chargeable Functions within the Service, until such a time that all overdue amounts are paid.

### **8 Copyright and Intellectual Property**

8.1 REACH Delivery contains confidential information of RDI and other third parties. All copyright, trademarks and other intellectual property rights in REACH Delivery are the exclusive property of RDI or their owner. No rights to use RDI's logos or other trademarks are granted under this Agreement

You shall not:

- a) Copy the whole or any part of REACH Delivery.
- b) Reverse engineer, decompile, disassemble, modify or otherwise manipulate, merge or in any other way interfere either in whole or in part with REACH Delivery or combine it with any other software or retrieval system or documentation;
- c) Make any attempt to discover the source code of REACH Delivery, or create derivative works from REACH Delivery;
- d) assign, transfer, sell, rent, charge or otherwise deal in or encumber RDI nor use on behalf of or make available the same to any third party by any means whatsoever, including, but not limited to transmitting the same by electronic or mechanical means or otherwise.

8.2 All Intellectual Property Rights in REACH Delivery and the software, design, text, logos, graphics and other material on or used in conjunction with the REACH Delivery service and the selection and arrangement thereof is the property of RDI or Mpower1 Group. Any and all Intellectual Property Rights created, developed or arising directly or indirectly out of the performance of REACH Delivery including without limitation those

created as a result of any amendment or upgrade to the REACH Delivery or otherwise, or subsisting in any materials provided by us in the performance of REACH Delivery shall vest in us and remain at all times our property. You do not own, nor will You acquire, any interest in the Intellectual Property Rights in REACH Delivery, whether under these terms and conditions or otherwise.

## **9 NO UNLAWFUL OR PROHIBITED USE; RESPONSIBILITY FOR YOUR USE**

As a condition of Your use of REACH Delivery, You will not use REACH Delivery for any purpose that is unlawful or prohibited by these Terms of Use. You may not use REACH Delivery in any manner that could damage, disable, overburden, or impair REACH Delivery or interfere with any other party's use and enjoyment of it. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with REACH Delivery or to otherwise interfere with or disrupt any accounts, computer systems or networks connected to REACH Delivery. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to You, or provided for through REACH Delivery. You may not use access to REACH Delivery to obtain information necessary for You to design, develop or update unauthorized software that You use or provide to others to use to access REACH Delivery. You may not charge others to use REACH Delivery either directly or indirectly without the express written agreement of RDI.

Subject to these Terms of Use, You may use REACH Delivery for its legitimate documented purpose, but You may not use REACH Delivery to advertise or offer to buy or sell any goods or services, or to run a business or commercial entity without the express written agreement of RDI.

You agree to use REACH Delivery only to send, receive, and transfer appropriate messages and material.

### **You agree that when using REACH Delivery, You will not:**

Use REACH Delivery in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative, bulk or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Create a false identity for the purpose of misleading others.

Attempt to violate the security of the service or attempt to gain access to or make use of any files documents or information that are not specifically intended for the Your use.

Publish, transfer, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

Transfer, stream, or otherwise make available, files or other material that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not limited to, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents to do the same.

Use any material or information, including images or photographs, which is made available through REACH Delivery in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

Transfer, stream or otherwise make available, files or other material that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Download any file or other material (transferred by another user of REACH Delivery) that You know, or reasonably should know, cannot be legally distributed in such manner.

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of REACH Delivery or other user or usage information or any portion thereof.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is transferred.

Violate any code of conduct or other guidelines which may be applicable to REACH Delivery.

Use any portion of REACH Delivery to harvest or otherwise collect information about others, including e-mail addresses.

RDI reserves the right at all times to monitor communications on REACH Delivery and disclose any information RDI deems necessary to (i) ensure your compliance with this Agreement; (ii) satisfy any applicable law, regulation or legal process; or (iii) protect the rights, property, and interests of RDI, its employees, users or the public. RDI also reserves the right to edit, refuse to transfer or to remove any information or materials, in whole or in part, that is in breach of this Agreement.

Always use caution when giving out any personally identifiable information about yourself or your children in REACH Delivery. RDI does not control or endorse the content, messages or information exchanged by means of REACH Delivery and, therefore, RDI specifically disclaims any liability with regard to REACH Delivery and any actions resulting from Your interaction or use of REACH Delivery.

You are responsible for all activities that occur in Your REACH Delivery account. You agree to notify RDI immediately of any unauthorized use of Your account or breach in security known to You related to REACH Delivery.

## **10 Additional Restrictions and Conditions.**

### **10.1 Prohibited Uses of REACH Delivery.**

You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of REACH Delivery; (b) merge or otherwise integrate REACH Delivery with any external components or other software (c) reverse engineer, decompile, or disassemble REACH Delivery, or otherwise attempt to derive the source code of REACH Delivery except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (d) remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of RDI or its suppliers on REACH Delivery, including any copies of REACH Delivery that You are permitted to make under this Agreement; (e) make REACH Delivery available to others on a hosted, time-sharing, ASP or other basis, (f) circumvent, or provide or use a program intended to circumvent, technological measures (including attempting to avoid payment) that control installation or use of REACH Delivery; or (g) otherwise reproduce or use REACH Delivery except as expressly permitted under this Agreement.

### **10.2 Upgrades**

The license granted under this Agreement covers future maintenance releases and upgrades that RDI may make available from time to time. The provision of upgrades or other new versions or releases does not expand Your license rights under this Agreement.

### **10.3 High Risk Activities.**

REACH Delivery is not fault tolerant and is not intended for use in high-risk activities. You may not use REACH Delivery in the design, construction, operation or maintenance of any nuclear facility or weapons of mass destruction, or for the purpose of aircraft navigation or control or any other activity in which the failure of REACH Delivery could result in loss of human life, personal injury or property damage.

### **10.4 Fair Use Policy.**

RDI are providing Non Chargeable Functions that are subject to our fair use policy. If, in RDI's reasonable opinion, Your use of Non Chargeable Functions is excessive, we may ask you to moderate your usage. If subsequent to us informing you to moderate your usage, you fail to do so, we reserve the right to either terminate your usage of REACH Delivery or charge you for the excessive usage.

## **11 INTERACTION WITH THIRD PARTY SITES AND SERVICES**

REACH Delivery may allow You to interact with third-party Web sites and Web services ("Link(s)"). The Links are not under the control of RDI and RDI is not responsible for the contents of any Links, including without limitation any link contained in a Link, or any changes or updates to a Link. RDI is not responsible for any form of transmission received from any Link, nor is RDI responsible if the Link is not working appropriately. RDI is providing these Links to You only as a convenience, and the inclusion of any Link does not imply endorsement by RDI of the Link or any association with its operators. You are responsible for viewing and abiding by any privacy statements and terms of use posted in connection with the Links.

## **12 MATERIALS YOU POST OR PROVIDE**

REACH Delivery allows You to submit materials for use in connection with REACH Delivery. For materials You add, enter or load in to REACH Delivery (a "Submission"), You grant RDI permission to; use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat Your Submission in connection with REACH Delivery. RDI will not pay You for Your Submission. RDI may remove Your Submission at any time. For each Submission, You represent that You have all rights necessary for You to make the grants in this section.

## **13 MATERIALS YOU RECEIVE**

You acknowledge that RDI has no obligation to monitor files, documents, content and other information ("Information") that You will receive through REACH Delivery. RDI shall have the right (but not the obligation) in their sole discretion to refuse, move or remove any Information that is available via REACH delivery that violates this Agreement or is otherwise objectionable. RDI does not approve or endorse any Information sent, entered or

maintained by any user on the REACH Delivery service, and does not accept any liability in respect of Information, its accuracy or how up to date it is. You agree that you must evaluate, and bear all risks associated with, the use of any Information, including any reliance on the accuracy, completeness, or usefulness of such Information. REACH Delivery provides Information sent to You by another user "as is" and cannot confirm that this Information is free from Viruses, Spyware or other types of malware, it is recommended and Your responsibility to make arrangements to run a separate and suitable anti-virus program on all Information received via REACH Delivery.

## **14 Privacy and Personal Data**

You agree that RDI may collect, store and use information about You in accordance with RDI's privacy policy. You acknowledge and agree to be bound by the terms of our Privacy Policy. A copy of RDI's Privacy Policy may be found, from time to time, at [www.reachdelivery.com/reachdelivery/privacypolicy.html](http://www.reachdelivery.com/reachdelivery/privacypolicy.html) or may be requested from RDI by written request to the address first shown above.

## **15 PERFORMANCE & WARRANTY**

15.1 End user representations. RDI do not accept responsibility for any use of or reliance on the REACH Delivery Service or for any disruptions to or delay in the Service. As the end user You acknowledge that REACH Delivery is provided in "as is condition", without an express or implied guarantee of any type and to the maximum extent permitted by applicable laws, neither RDI nor copyright holders provide any express or implied representations or guarantees, in particular no sales guarantees or suitability for a specific purpose. No guarantee from RDI or any other party exists that the functions contained in REACH Delivery will comply with your requirements or that software operation will be smooth and free of errors. You assume full liability and risk for selection of REACH Delivery to achieve results intended by You and for the installation, use and results that You will achieve with reach delivery. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary

15.2 Limitation. To the maximum extent permitted by applicable laws, in no event shall RDI, its employees or license providers be held liable for any lost profit, revenue, or sales, or for any loss of data, or for costs expended to procure spare goods or services, for property damage, personal damage, business interruption, loss of business information or for any special, direct, indirect, accidental, economic, covering, criminal, special or subsequent damage, caused in any manner whatsoever, whether arising from:

- (i) a contract,
- (ii) wilful misconduct,
- (iii) the misuse of REACH Delivery by other users, including but not limited to the infringement of obligations set out in this Agreement
- (iv) negligence or other fact establishing the occurrence of liability,

incurred due to the use of or impossibility to use Reach Delivery, even in the event that RDI have been notified of the possibility of such damage. Because certain countries and certain laws do not permit the exclusion of liability but may allow the limitation of liability, the liability of RDI or its employees shall be limited to the amount that You have paid for the Service Usage Fees. No action or claim, whether in tort or contract arising out of this Agreement, may be brought by You more than two years after the cause of action or claim has arisen.

15.3 Under no circumstances will RDI be liable to You for consequential loss resulting from the use of REACH Delivery, any defect in its performance or this Agreement.

15.4 No further obligations. This Agreement imposes no other obligations on the side of RDI except for the obligations specifically listed in this Agreement.

## **16 Relationship.**

You and RDI are independent contractors and neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement. You may not act for, bind, or otherwise create or assume any obligation on behalf of RDI.

## **17 Assignments.**

You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement to any third party without RDI's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. RDI may freely assign its rights or delegate its obligations under this Agreement.

## **18 Language.**

This Agreement is in the English language, and its English language version will be controlling over any other translation.

## **19 Termination.**

This Agreement will remain in effect until terminated as provided for in this Agreement.

You may terminate this Agreement at any time and for any reason, by giving written notice to RDI.

RDI may terminate this Agreement or restrict usage, effective immediately if You (a) fail to pay any portion of the Fees when due or (b) if You otherwise breach any provision of this Agreement. Upon expiration or termination of this Agreement, Your rights hereunder will immediately end.

Notwithstanding the foregoing, Sections 1, 7 through 18 and 20, 21, 22 and 25, will survive expiration or termination of this Agreement for any reason. .

## **20 CONFIDENTIALITY**

You shall keep confidential REACH Delivery and the documentation or any part thereof and shall not disclose the same to any third party without the prior written consent of RDI.

The provisions of this Clause shall not apply to:

- (i) any information in the public domain otherwise than by breach of this License.
- (ii) information in the possession of the receiving party thereof before divulgence as aforesaid.
- (iii) information obtained from a third party who is free to divulge the same.

RDI and the You shall divulge confidential information only to those employees who are directly involved in the License or use of the Program and ensure that such employees are aware of and comply with these obligations as to confidentiality.

The obligations of both parties as to disclosure and confidentiality shall come into effect at the beginning of the term of this agreement and shall continue in force notwithstanding the termination of the Licence.

## **21 FORCE MAJEURE**

Neither party shall be liable for delays or failure to perform its obligations under the Agreement if such failure results from circumstances beyond the parties reasonable control but this shall not apply to any failure to make a money payment.

## **22 Entire Agreement.**

This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

## **23 Changed Conditions**

RDI reserve the right at any time without notice to revise these conditions. Any changes to these conditions will be notified to You in a manner determined by RDI and be posted on the REACH Delivery web site ([www.reachdelivery.com](http://www.reachdelivery.com)) and by continuing to use REACH Delivery following any such notification You will signify that You agree to be bound by the revised terms and conditions of use.

## **24 WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Licence shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Licence. All waivers must be in writing.

## **25 LAW**

Unless otherwise agreed in writing between the parties, the Licence shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.