Terms of use for the Scan4Chem smartphone app and web app

These terms of use apply to the app Scan4Chem which is available in Germany as smartphone app or web app. The app was developed in the EU LIFE Project AskREACH (LIFE16 GIE/DE/000738) and is provided and controlled by the German Environment Agency (Umweltbundesamt; UBA). The German Environment Agency is in the following referred to as the provider, we, our or us. UBA coordinates the AskREACH project and is the regional app administrator for Scan4Chem in Germany.

Children under the age of 16 are not permitted to use the services or provide any personal information about themselves. Parents or guardians may not agree to these terms or register for the services on behalf of children under 16 years of age.

The terms of use together with our privacy policy form a binding agreement. By using our app, you consent to the terms of use. If any of these provisions are changed you will be informed accordingly. If you choose not to accept the new provisions, you may no longer use the app. If you continue to use the app, this means that you agree to the new provisions.

You can use our app to obtain information about substances of very high concern (SVHCs) in consumer products. Please consult the FAQs in the app about the definition of SVHCs, the consumer right to information concerning these substances and the scope of this right.

The use of Scan4Chem is free of charge. Obtaining the company address and sending the request are done through the Internet and involves a variable amount of data (kB), depending on the number of pictures the user attaches. Note that connection costs may be incurred for online requests. The information about SVHCs can be obtained in different ways:

1. Instantaneously via the European database that is connected to the app (provided the product supplier has entered the information into this database)
2. By sending a request to be passed on to the product supplier and receiving their answer.

In both cases you have to consent to these terms of use. If you send a request to be passed on to the product supplier, you have to provide your name, e-mail address and country of residence. Then we send you an e-mail and ask you to confirm your e-mail address. Only your name and your country of residence are forwarded to the product supplier.

If you have questions, comments or reservations about these terms of use or our services, please contact scan4chem@uba.de (German or English).

1. What do you have to consider when you upload information to the services?

If a product is not yet in our system database, you may provide product name and brand/company name and upload a photo of the product to the database during the request creation process. This information is then marked as crowdsourced information and shown to other app users so that they can identify the products they have just scanned. You can also submit an e-mail address of a product supplier if there is no e-mail address in our address list yet. The e-mail address is checked and, if correct and not a personalised e-mail address, it is included in our address list so that other app users can use it for their requests. In addition, you can add a personal comment to the request that is sent to the product supplier.

You agree not to enter or upload contents or user contributions that infringe the law, including the rights of others. Contents, contributions or comments shall not be harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene or otherwise objectionable. Photos should show exclusively the consumer product in question, with no persons, vehicle registration numbers, items that suggest the shop in which the photo was made, etc. No copyrighted pictures may be used. Any violation of any of the foregoing will terminate your right to use or access the services.

The provider is entitled to use, edit and exploit the contents at any time and to transfer them to third parties. This includes in particular the right of reproduction, the right of distribution and the right of public reproduction, in particular the right of public accessibility. The user waives any copyright. This provision does not affect the user's right to grant third parties rights to content under certain licencing models.

Finally, you allow the provider to make changes to your user submissions in order to customise and adapt them to the technical requirements of connection networks, devices, services or media when performing the necessary technical steps to provide the services to our users (including you).

We also reserve the right, at our sole discretion and without notice, to remove content from the services at any time and for any reason (including, but not limited to claims by third parties that the content you have contributed violates these terms).

2. Further obligations of the user

The app user must refrain from any activity that is likely to impair and/or overload the operation of the services or the technical infrastructure behind them.
Should the use of the services or their functionalities be disrupted, the user shall immediately inform the provider or the regional app administrator of this disruption. The same shall apply if the user obtains information about content published by third parties which obviously violates applicable law or the rights of third parties.

3. Who is responsible for information uploaded/transmitted by the app user or the product supplier?

Any information or contents published or transmitted through the services by product suppliers or app users is the sole responsibility of the person from whom such contents originate. We accept no responsibility for the correctness of information given by product suppliers. Any opinions that might be expressed in the replies of suppliers do not necessarily reflect our own views.

You access all such information and contents at your own risk. We are not liable for any errors or omissions in such information or contents or for any damages or losses you may suffer in connection therewith. We cannot guarantee the identity of all app users and product suppliers with whom you interact in the course of using the services and are not responsible for whoever gains access to the services.

4. Use of personal data published in our IT tools

The misuse of data from the imprint or comparable information from contact data published by us such as postal addresses, telephone and fax numbers and e-mail addresses is not permitted. We expressly reserve the right to take legal action against the senders of so-called spam mails in the event of violations of this prohibition.

5. What happens if I don't want to use the services anymore?

You can delete the app on your smartphone or other device at any time. Please read our Privacy Policy and the information about the right of using your uploaded data described above to learn more about how we treat the information you have provided to us when you stop using our services. We may also terminate your use of the services (or suspend your access to them) for any reason at our discretion, including your violation of these terms. We have the sole right to determine whether you are in breach of any of the restrictions set forth in these terms.

6. Liability

The provider makes no guarantees as to the availability, reliability, or functionality of the app, or its suitability for your purposes.

The compensation for breach of essential contractual obligations is limited to the contractually typical, foreseeable damage, unless in cases of intent or gross negligence.

7. Right of recourse

If your use of the app damages third parties, you release the provider and our employees or representatives from paying damages to the third party. This means that if you as the app user damage a third party and this third party has a claim for damages, the app user must pay the damages to the third party. If in these cases the third party injured by the app user makes a claim for damages against the provider and we and our employees or representatives incur costs, the app user has to reimburse these costs. These costs may also include an appropriate legal defence, if the damage claimed by the third party against the provider can only be averted in this way.

For example: The app user does not use a self-photographed picture in the app in order to use it in the request to a company, but uses a copyrighted picture without any rights of use. If the owner of the copyright for the picture now claims damages for this copyright infringement, the app user must pay damages for the infringement and indemnifies the provider of the app.

8. Severability Clause

Should one of the above provisions be or become invalid, the remaining provisions shall continue to apply.