

# EPTIS online database

## Terms and Conditions of Use

### Version history

Version	Issue Date	Issued by	Changes
1.0	24.9.2024	EPTIS Secretariat	
1.1	1.10.2024	EPTIS Secretariat	Minor change: Updated links in the document

# EPTIS online database

## Terms and Conditions of Use



Bundesanstalt für  
Materialforschung  
und -prüfung

### 1. Scope of application and users

- 1.1 These Conditions of Use apply to the use of the online database EPTIS with its user interface. The database can be found under the corresponding link at [www.eptis.org](http://www.eptis.org). In this database, information on the Proficiency Testing (PT) schemes available worldwide, in particular for chemical analysis and for materials testing, is collected and stored. For this, EPTIS provides a suitable platform for PT Providers and laboratories, among others. Proficiency tests are external quality assurance methods for measurement and testing laboratories.
- 1.2 The online database EPTIS is a joint database of a worldwide consortium of organisations (EPTIS consortium) operating based on the common EPTIS protocol. The activities of the EPTIS consortium are managed by the Federal Institute for Materials Research and Testing (BAM) as a consortium member.
- 1.3 These Conditions of Use apply in connection with the contract of use between the respective User (hereinafter also referred to as "Provider" and "End User", see 1.4) and the Federal Republic of Germany, represented by the Federal Minister of the Federal Ministry of Economics and Climate Protection, represented by the President of the **Federal Institute for Materials Research and Testing (BAM)**, Unter den Eichen 87, 12205 Berlin, Germany, hereinafter referred to as the "**Operator**".
- 1.4 PT Providers which submit factsheets with Proficiency Testing (PT) schemes are hereinafter referred to as "**Providers**". The Provider appoints one or more "Editors" who can carry out the submission and further handling of the factsheets on behalf of the Provider via their database account (see also section 2.1). Persons who use the EPTIS database for research purposes are hereinafter referred to as "**End Users**". "Providers", "Editors" and "End Users" are collectively referred to as "**Users**" of the EPTIS database. Insofar as there are any deviations between Providers, Editors and End Users regarding the use and application of the Conditions of Use, they are to expressly address such deviations. These Conditions of Use thus apply equally to the Users.
- 1.5 The Operator uses responsible bodies, hereinafter referred to as "**Coordinators**", to process the content submitted by the Provider. These are members of the EPTIS consortium and are listed at [www.eptis.org/about.htm](http://www.eptis.org/about.htm).
- 1.6 General terms and conditions of business or purchase or other terms and conditions of the User do not apply, even if the Operator does not expressly object to them. This also applies if the User refers to its own general terms and conditions of business or purchase or other terms and conditions in a confirmation letter. Likewise, any contractual terms previously agreed which contradict or supplement these Conditions of Use are not recognised.
- 1.7 Deviating agreements are only binding if they have been confirmed in writing by the Operator.

### 2. The Provider's User account

- 2.1 The use of the online database EPTIS by a Provider requires the designation of an Editor and the creation of a user account for or by this Editor by means of registration. The user account is accessed by entering a current e-mail address of the Editor and a password ("login data") freely chosen by the Provider during registration. The e-mail address is also used for communication with the Operator. The Provider is obliged to inform the Operator of a contact person.
- 2.2 The Provider assures that the registration process will be carried out by persons authorised for this. Only natural persons of legal age may register. There is no entitlement to registration. The Operator reserves the right to reject registrations.
- 2.3 When logging into a user account of the Provider for the first time, the Provider agrees to these Conditions of Use for the Online Database EPTIS (viewable at [www.eptis.org/documents/terms.pdf](http://www.eptis.org/documents/terms.pdf)).
- 2.4 The Provider and Editor are obliged to handle the login data carefully and confidentially. Any loss or misuse are to be reported immediately. It is not permitted to pass on login data within the Provider's organisation ("non-third parties"). The Provider and the Editor are prohibited from disclosing the login data to third parties without the consent of the Operator and/or from enabling third parties to access the profile by circumventing the login data.
- 2.5 If the Provider breaches its obligations in accordance with paragraph 2.4 above and its user accounts are used by third parties, the Provider is liable for all activities which take place using its user accounts. The Provider is not liable if it is not responsible for the misuse of the user account.
- 2.6 The Provider assures that the data used to create the user accounts of its organisation ("Account Data") is accurate and complete.
- 2.7 In any communication of the Provider with other providers or users, any contractual relationships arising are exclusively between the parties involved. The Operator is neither a representative nor a contractual partner.

### 3. Conclusion of the contract and use of the user account

- 3.1 The user account allows the Provider to create and store PT factsheets and submit them to the responsible Coordinator for review.
- 3.2 The Provider submits its request for publication of its PT factsheet to the responsible Coordinator via its user accounts. After receipt of the request, the Coordinator checks whether the PT factsheet submitted meets the acceptance criteria, which can be viewed at [www.eptis.org/documents/eptis-manual-for-editors.pdf](http://www.eptis.org/documents/eptis-manual-for-editors.pdf). If the User's PT factsheet meets the acceptance criteria, the coordinator can accept the User's offer by releasing the submitted PT factsheet for publication.
- 3.3 The Provider assures that the contract conclusion will be carried out or arranged by a person authorised to do so.

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- 3.4 The subject of the contract of use is the revocable right to use the online database EPTIS. The use is currently largely free of charge, especially for content from countries that are part of the EPTIS consortium. The Operator expressly reserves the right to establish a business model that is fundamentally fee-based. In this case, the Operator will inform the Provider in good time. The Provider therefore has no claim to permanent free use of the online database. Should the Operator switch to a fee-based business model, the Provider may terminate the usage agreement.
- 3.5 The Provider is entitled to not release, to block or to delete individual contents at any time, in particular in case of violation of applicable law or third-party rights. The Provider has no claim to publication and/or maintenance of individual functionalities of the EPTIS online database. Should the Operator cease operation of the EPTIS online database, the Operator will request the Provider to secure contents and to delete them independently, stating the reason.
- 3.6 The Operator strives to ensure trouble-free operation of the online database EPTIS. This is naturally limited to services whose provision is within the Operator's sphere of influence. The Operator is at liberty to restrict access to the EPTIS online database in whole or in part, temporarily or permanently, due to maintenance work, capacity concerns and other circumstances beyond its control. The Operator assumes no liability for the accuracy, completeness, reliability, up-to-dateness and usability of the content provided.

#### **4. The Provider's obligation to cooperate; submission of content**

- 4.1 The Provider assures the Operator that it will not submit any content for the EPTIS online database which violates applicable law or public morality due to its content or its form or design or in any other way, in particular that it will observe applicable law (e.g. criminal law, competition law and law for the protection of minors) and that it will not violate any third-party rights (e.g. naming rights, trademark rights, copyrights, image rights and data protection rights).
- Even if the Provider does not publish any content itself, it is not exempt from the obligation to check the content which it submits for publication for statutory violations.
- 4.2 In particular, it is not permitted to submit content that constitutes, concerns, or contains
- calls and incitement to commit criminal offences and violations of the law, threats against life, limb, or property
  - statements that violate personal rights, slander, libel, and defamation to the detriment of users and third parties
  - violations of the law on fair trading practices
  - violations of copyright or other intellectual property rights.
- This also applies if the respective content does not violate applicable law, third-party rights or public morality.
- 4.3 The Provider is entitled to place links to other websites in content which it submits for publication on the EPTIS

online database provided the linked websites are free of content whose publication or dissemination is prohibited in accordance with paragraphs 4.1 and 4.2 above. Insofar as is necessary, the User is to obtain the consent of the rights holder responsible for the respective linked websites prior to linking.

- 4.4 Content protected by copyright may only be quoted verbatim in entries without the consent of the respective rights holder within the framework of the applicable legislation on citations.

#### **5. Further obligations of collaboration of the User**

- 5.1 The Provider may not use the EPTIS online database to send messages with advertising content to other users or third parties (spam messages) without the express consent of the recipient.
- 5.2 If the Provider takes the opportunity to draw the attention of third parties to the EPTIS online database, the Provider is to ensure that the third party agrees to the sending of the advertising recommendation e-mail or recommendation message.
- 5.3 The Provider is to refrain from any activity that is capable of impairing the operation of the EPTIS online database or the technical infrastructure behind it. This includes in particular:
- the use of software, scripts, or databases in connection with the use of the online database EPTIS
  - the automatic readout, blocking, overwriting, modifying, copying of data and/or other content unless this is necessary for the proper use of the EPTIS online database.
- 5.4 If, when using the EPTIS online database or its functionalities, faults, violations of applicable law or third-party rights occur and the Provider becomes aware of this, the Provider is to notify the Operator of this fault without delay.

#### **6. The User's rights of use**

- 6.1 The Provider grants the Operator a non-exclusive, cost-free right of use to the content posted, which is unlimited in terms of space and content, for the duration of the contract of use. The Operator is entitled to use, edit and exploit the content posted by the Provider at any time. This especially concerns the right to edit and adapt the contents, the right of reproduction, the right of distribution and the right of public presentation as well as the full right to make the content accessible to the public. The Operator is entitled to make the content posted by the Provider accessible to the End Users of the online database EPTIS or other platforms of the Operator (see 6.4), in particular regarding the factsheets posted there. If the Provider terminates the contract of use, its content is longer accessible on the EPTIS online database. The Operator will then treat the content as non-public and inaccessible. Such content is deleted at regular intervals.
- 6.2 The Provider waives the right to name the author.

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6.3 All trademarks, other property rights and copyrights to the content are those of the respective owner of the rights. Insofar as contents of the EPTIS online database are not made available by Providers under the conditions of section 6.1, the rights to the contents of the EPTIS online database are held by the members of the EPTIS consortium. The Provider is prohibited from reproducing, distributing and/or publishing such contents of the database (platform IP), which are usually protected by copyright.

6.4 Insofar as End Users wish to download or use contents of the database, the following applies: the Operator grants the End User a simple, revocable, non-exclusive, and non-sublicensable right to use the data for their own information purposes. This includes the right to reproduce the database contents by displaying them on screen and downloading them, to store them in the End User's data archive and to make paper copies. It is not permitted to exploit the database contents. There is no entitlement to the right to use the database or download its contents.

### 7. Liability

7.1 Unlimited liability: the Operator has unlimited liability in case of intent and gross negligence as well as in accordance with the Product Liability (Produkthaftungsgesetz). The Operator is liable for minor negligence in case of damage resulting from injury to life, limb, and health of persons.

7.2 In all other respects, the following limited liability applies: in cases of minor negligence, the Operator is only liable if an essential contractual obligation is violated, the fulfilment of which is a prerequisite for the proper execution of the contract and the observance of which the User may regularly rely on (cardinal obligation). The liability for minor negligence is limited to the amount of damages foreseeable at the time the contract was concluded, the occurrence of which should typically be expected. The limitation of liability also applies to the Operator's vicarious agents.

### 8. Right of Indemnity

In case of legal action based on an alleged or actual violation of the law and/or violation of third-party rights, the User indemnifies the EPTIS consortium, the Operator and their employees or agents against all claims of third parties arising from actions of the User in connection with the use of the EPTIS online database for which the User is responsible. In addition, the User undertakes to reimburse the Operator for all costs incurred by the Operator because of third-party claims. Reimbursable costs also include the costs of a reasonable legal defence.

### 9. Data protection

The user can find all the information on the processing of personal data in the Operator's privacy policy. This can be viewed at the EPTIS website at <https://www.eptis.org>, section Disclaimer, Privacy Policy and Terms of Use.

### 10. Term of the contract / termination

10.1 The contract is concluded for an indefinite period and may be terminated by either party at any time without notice in text form.

10.2 The respective Editors also have the right to terminate their user accounts, although such termination does not affect the contract as such.

10.3 In case of termination, the Provider no longer has access to its user accounts and uploaded content. In all other respects, the provision under section 6.1 applies.

### 11. Amendment of the Terms of Use

11.1 The Operator is entitled to amend or supplement provisions of these Conditions of Use at any time with effect for the future if this is required due to legal or functional adjustments to the website, e.g., in case of technical changes.

11.2 The Provider is to be notified of any amendment or supplement by e-mail at the latest six weeks before it takes effect, whereby it is not necessary to send the individual amended or supplemented conditions or the new version of the conditions as a whole; it is sufficient to inform the Provider of the amendments or supplements made. The Provider is to ensure that the Operator is provided with an up-to-date e-mail address. The Operator is to provide a link in the notification where the new version of the Conditions of Use can be viewed in its entirety.

11.3 Unless the Provider objects to the amendment or supplement within 30 days of notification of the amendment or supplement and continues to use the services, this constitutes consent to the amendment or supplement; the Operator is to make separate reference to this in the notification.

### 12. Final provisions

12.1 The services are provided exclusively based on these Conditions of Use.

12.2 This contract is governed by German law excluding the UN Convention on Contracts for the International Sale of Goods.

12.3 If the User is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the city of Berlin is the exclusive place of jurisdiction for all disputes arising from or in connection with contracts between the Operator and the User.

12.4 Should the contract contain invalid provisions; this does not affect the validity of the rest of the contract.