

Terms of use for the web application "Accreditation as Customer Human Biomonitoring"

A. PROVIDER B. DESCRIPTION AND OBJECT C. GENERAL TERMS OF USE

A. PROVIDER

"Provider" of the web application "Accreditation as Customer Human Biomonitoring":

BASF SE, Corporate Health Management
Carl-Bosch-Str. 38
67056 Ludwigshafen

(For further details see [imprint](#))

B. DESCRIPTION AND OBJECT

The web application "**Accreditation as Customer Human Biomonitoring**" (hereinafter "Application") can be used by employees of BASF SE, BASF Group companies (usually physicians, plant managers or other functionaries) and external customers (hereinafter collectively "Users") in the medical-register.basf.com portal (hereinafter: "Portal") to

- get access to the portal [gesundheit.basf.com](#) and
- access to the application "Human Biomonitoring, analysis order", the use of which is mandatory for the submission of an HBM analysis order.

In the case of external customers, the following 2nd technical step is also necessary, which is triggered automatically:

- Creation of a so-called 3IAM user¹⁾, which is used to log into the portal.

¹⁾ 3IAM: 3rd Party Identification & Access Management; BASF's 3IAM service is available as a so-called "downstream" service to the operators of BASF portals and web applications.

C. GENERAL TERMS OF USE

1. Use of the function / process

Access to the application "**Accreditation as Customer Human Biomonitoring**" is made available to the user within the scope of the functions provided at [medical-register.basf.com](#).

BASF employees log in to the portal and use the application form provided in the internal area of the portal.

After submitting the request, the user receives a confirmation of receipt to the e-mail address they have provided. In the course of the process, the user will receive feedback on the status of the accreditation by e-mail.

External customers use the application form provided in the public area of the portal.

The external user goes through a multi-stage activation process for the portal and the supporting BASF 3IAM service:

1. entering all mandatory information in the application, in particular the e-mail address with which the 3IAM user is created, as well as verification with Captcha before submitting the form.

After submitting the request, the user receives a confirmation of receipt to the e-mail address they have provided. During the course of the process, the user will receive an e-mail informing them of the status of their accreditation.

2. the user completes the process for creating and activating a 3IAM user and thus receives a 3IAM user with an individual password in accordance with the BASF standard, which enables login to the portal. The e-mail address is the login name. A unique password (= 2nd factor) is sent to the user's e-mail address each time they log into the portal (via the "Customer Account" path).

By using the application, the user declares that he/she will only use access to the portal and the "Human Biomonitoring, analysis order" application personally. The user is prohibited from passing on to third parties the access authorization to the portal and the "Human Biomonitoring, analysis order" application provided by the provider. In particular, any other use of the portal and the "Human Biomonitoring, analysis order" application by the user/private individual or third parties is prohibited.

For external persons additionally:

By using the application, the user declares that the e-mail address provided by him is in his personal possession and that the data provided, in particular the e-mail address, is kept up to date. Furthermore, the currently valid [data protection provisions of "3IAM"](#) apply. The 3IAM user can be deleted by the user at any time and without giving reasons. The BASF 3IAM service integrated into the portal will ask you at regular intervals to confirm your 3IAM user and thus your interest in accessing the portal. If you do not make this confirmation, it will no longer be possible to log in to the portal with the 3IAM user after the 3IAM service has been synchronized with the portal at regular intervals.

2. Privacy policy / further information

For detailed information on data protection, please refer to the [application's privacy policy](#).

These Terms of Use and the Privacy Policy can each be downloaded and saved in a file when starting the application. The documents "Terms of Use" and "Privacy Policy" are also available in German and English in the [download area of the portal \(gesundheit.basf.com\)](#).

3. User relationship between provider and user

Use of the application by the user is mandatory.

By logging into the application by confirming the "OK button", the user declares that he/she has obtained access to the application for his/her own person and will only use it personally. Passing on the access authorization provided by the provider is prohibited. In particular, any other use of the application by the user/private individual or third parties is prohibited.

4. Changes to the application and the terms of use

The provider is entitled to adapt the functionalities of the application or to discontinue the application completely at any time with due consideration of the user. In addition, the provider may block access to the application at any time without notice (e.g. in the event of a software update, maintenance work on the server or suspected misuse).

5 Rights of use and permitted use of the application

5.1 By providing the application or by communicating the access data, the provider grants the user the simple, non-transferable right to use the application. The user is not entitled to make the application available to third parties.

5.2 All data, images and information posted in the application are necessary to ensure the operation of the application. All user-related data is processed by the provider in accordance with the legal requirements (see also the separate data protection provisions).

5.3 The user shall refrain from any use of the application to send advertising communications or to generate advertising content, in particular spam or chain mails or the sending of other unsolicited communications.

5.4 If the User breaches the above obligations, the Provider shall be entitled to block the User's access to the Application in order to terminate the breach of contract, in the event of imminent danger or not merely insignificant breaches of contract. Depending on the circumstances, relevance and urgency, the setting of a deadline or prior warning may be waived.

6 Liability of the provider

6.1 The application was created with the greatest possible care and to the best of our knowledge. Nevertheless, the provider assumes no liability for the availability of the application provided and the other digital applications that can be used in the portal. The application is generally operated via the Internet without any time limit. However, due to the nature of the Internet and computer systems, the provider cannot guarantee the uninterrupted availability of the application.

6.2 Insofar as and as long as the services in question are made available without the user sharing the costs, liability for defects in the functions of the application and its documentation as well as for any other poor performance towards the user is excluded.

6.3 As a service provider, the provider is responsible for its own content and information provided on these pages in accordance with Section 7 (1) TMG (German Telemedia Act) and general laws; however, in accordance with Sections 8 to 10 TMG, the provider is not obliged to monitor the transmitted or stored third-party information. This content will be removed or blocked immediately from the time we become aware of a specific infringement. Liability is only possible from the time at which knowledge is obtained.

6.4 Further claims for damages and reimbursement of expenses by the user (hereinafter referred to as claims for damages), irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded (unless 6.2 should already apply). The provider's strict liability for defects existing at the time of conclusion of the contract in accordance with § 536 a paragraph 1 (1st alternative) BGB is excluded.

6.5 The above limitations of liability shall not apply where liability is mandatory, e.g. under the Product Liability Act, in cases of intent and gross negligence, due to injury to life, limb or health, due to the assumption of a guarantee or due to fraudulent intent.

7. Duration of use

The user is entitled to use the Application for an unlimited period of time. For BASF employees, use is tied to the employment relationship with BASF SE or a BASF Group company. The period of use can be terminated at any time without the provider having to notify the user separately.

8. Final provisions

German law shall apply exclusively. The place of jurisdiction is Ludwigshafen.