

Terms of Service

CosmiCompli – a SaaS platform operated by **ML Cosmetic Science Consulting AB**

Org. no. 559399-9252 | Registered in Sweden

Registered address: Surbrunnsgatan 37, 113 48
Stockholm, Sweden

Contact: [CONTACT EMAIL]

Last updated: [DATE]

By creating an account, using the CosmiCompli platform, submitting a free compliance check, or subscribing to a paid plan, you agree to these Terms of Service ("**Terms**"). Please read them carefully.

1. Who We Are and What

CosmiCompli Is

CosmiCompli is a software-as-a-service platform operated by ML Cosmetic Science Consulting AB ("**ML**," "**we**," "**us**") that helps non-EU beauty brands screen ingredients and formulas against EU cosmetic regulations, and manage related compliance documentation (e.g., CPSR support materials, PIF organisation, Responsible Person workflow tools).

2. Accounts

- You must provide accurate information when creating an account and keep your login credentials confidential.
- You are responsible for all activity under your account, including data uploaded by team members you invite.
- We may suspend or terminate accounts that breach these Terms, engage in abuse, or fail to pay applicable fees.

3. Not Legal Advice; Nature of the Platform's Output

CosmiCompli's automated screening, flags, and general educational content are regulatory/scientific guidance tools — not legal advice, and not a guarantee of regulatory compliance. Platform outputs (including the free compliance check) are based on the data you input and current rules at the time of processing; they are:

- Limited in scope — a preliminary or organisational screening tool, not a substitute for a full Cosmetic Product Safety Report (CPSR), Responsible Person appointment, or independent legal/regulatory review

- Dependent entirely on the accuracy and completeness of data you upload
- Not continuously monitored against regulatory changes unless you are subscribed to a plan that explicitly includes update alerts

You remain responsible for final regulatory decisions and, where appropriate, for engaging independent legal counsel or a qualified Responsible Person before market launch.

4. Subscription Plans and Billing

- **Plans:** CosmiCompli is offered on [FREE TIER / PAID SUBSCRIPTION TIER NAMES] with features as described on our pricing page at the time of purchase.
- **Billing cycle:** Subscriptions renew automatically on a [monthly/annual] basis unless cancelled before the renewal date, in accordance with applicable EU consumer auto-renewal notice requirements.
- **Price changes:** We will give at least [NOTICE PERIOD, e.g., 30 days] notice before any price increase takes effect on your next renewal.
- **Cancellation:** You may cancel at any time via [account settings / support]; cancellation takes effect at the end of the current billing period unless otherwise required by law.

- **Refunds:** [REFUND POLICY – e.g., "Fees are non-refundable except as required by applicable consumer law, or where we fail to deliver the core functionality of your plan for a continuous period of [X days]."]
- **Taxes:** Prices are exclusive of VAT unless stated otherwise; VAT is added where applicable based on your location.

5. Service Level Commitments

- We aim for [UPTIME TARGET, e.g., 99.5%] monthly platform availability, excluding scheduled maintenance (of which we will give reasonable notice) and events outside our reasonable control.
- The "24-hour" compliance-check turnaround refers to automated/preliminary flag generation and is a target, not a guaranteed SLA, unless your plan specifically includes a contracted SLA with defined remedies.
- Support response times: [SPECIFY BY PLAN TIER, e.g., "Standard: 2 business days; Priority: 24 hours"].
- Remedies for failure to meet any contracted SLA are limited to service credits as described in your plan's SLA addendum, not monetary damages, except where mandatory law provides otherwise.

6. Acceptable Use

You agree not to:

- Upload data you do not have the right to share (e.g., a third party's proprietary formula without authorisation)
- Reverse-engineer, scrape, or attempt to extract the platform's underlying screening logic or database
- Resell, sublicense, or provide platform access to third parties outside your organisation without our written consent
- Use the platform to process data unrelated to genuine cosmetic compliance evaluation (e.g., bulk/automated submissions designed to test or overload the free tool)
- Use the platform in any way that violates applicable law, infringes third-party rights, or introduces malicious code

We may suspend accounts that breach this section, with notice where practicable.

7. Client Responsibilities

You are responsible for:

- The accuracy and completeness of ingredient lists, formulas, and product information you

upload

- Promptly updating your data after any formula or product change
- Independently verifying final regulatory submissions (e.g., CPNP notifications) before market launch
- Ensuring you have the legal right to upload any third-party formula or ingredient data

8. Intellectual Property

- The CosmiCompli platform, underlying screening methodology, templates, and all website/educational content are the intellectual property of ML Cosmetic Science Consulting AB and may not be reproduced, resold, or redistributed without written permission.
- You retain ownership of the data you upload (ingredient lists, formulas). By uploading, you grant us a limited licence to process that data solely to provide the platform's services to you, per our DPA.
- Reports or documents generated specifically for your account become usable by you upon generation, excluding our underlying templates and proprietary tools, which we retain the right to reuse for other clients.

9. Data Processing

Where you upload data relating to your business's products or clients, our processing of that data on your behalf is governed by our **Data Processing Agreement (DPA)**, incorporated into these Terms by reference and available at [DPA URL] or on request.

10. Limitation of Liability

To the maximum extent permitted by Swedish and EU law:

- We are not liable for indirect, incidental, or consequential losses (including lost profits, lost sales, or product recall costs) arising from your use of the platform, free tools, or paid subscription.
- Our total liability for any claim arising from your use of CosmiCompli is limited to the fees you paid us in the [12 months] preceding the claim.
- Nothing in these Terms limits liability for death, personal injury caused by negligence, fraud, or any liability that cannot be excluded under applicable law.
- We are not liable for regulatory or market decisions made based solely on free or automated platform output (see Section 3).

11. Disclaimer of Warranties

The platform is provided "as is" and "as available." We do not warrant that outputs will remain accurate as regulations change after the date of generation, or that the platform will be uninterrupted or error-free, beyond the specific commitments in Section 5.

12. Termination

We may suspend or terminate your account for breach of these Terms, non-payment, or misuse of the platform. Upon termination, we will make your uploaded data available for export for [X days] per our DPA, after which it will be deleted per our retention schedule.

13. Governing Law and Disputes

These Terms are governed by the laws of Sweden. Any dispute is subject to the exclusive jurisdiction of the courts of Sweden, unless mandatory consumer protection law in your country of residence provides otherwise.

14. Changes to These Terms

We may update these Terms from time to time, with notice via [email / in-app notice] for material changes.

Continued use after an update constitutes
acceptance of the revised Terms.

15. Contact

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