# User Agreement for My Swan Account (MSA)

## Welcome to My Swan Account!

Thank you for using My Swan Account (MSA), Nordic Ecolabelling's electronic application aid, which will help you through the application/approval process.

By agreeing to the following terms and conditions, you will be granted access to the MSA. Please read the following carefully.

### My Swan Account, MSA

MSA is an electronic application aid for:

- A. Companies, who are in the process of applying for the ecolabelling licence. They may get access to lists of products and services inspected and approved by Nordic Ecolabelling (confidential information not disclosed)
- B. Suppliers of products and services that are inspected to be used in Nordic Ecolabelled products. These suppliers will have access only to information regarding their own products.
- C. Selected members of the Nordic Ecolabelling staff who have signed a confidentiality agreement.

After signing this User Agreement, producers and suppliers are able to upload documentation for their products and services directly into the MSA (e.g. safety data sheets for chemicals, etc.) and fill in declarations required by the ecolabelling criteria.

Please note that you need to fill in a separate licence application form if you are applying for the Nordic Ecolabel licence. In addition, there is a separate application form for the pre-inspection of some specified raw materials or services. Additional fees may apply for some of these inspections. See www.nordic-ecolabel.org for further details.

Submitted information about the products, services, production processes and raw materials will be inspected by Nordic Ecolabelling and treated confidentially. Inspection of a single chemical or raw material used in a Nordic Ecolabelled product or service will not take place until it is indicated by an applicant for an ecolabelling licence that the specified ingredient/product is needed (*except for pre-inspection of some specific applications such as pulps, which are inspected according to Nordic Ecolabelling general regulations for applying*).

### Marketing of products inspected by Nordic Ecolabelling

This agreement does not grant the MSA-user the right to use the brand or the logo of Nordic Ecolabelling.

### A. Licence applicant

Your right to use the brand or the logo of Nordic Ecolabelling will be set in connection with you getting a licence, and before that you have no right to use the logo or to refer to Nordic Ecolabelling.

### **B.** Suppliers

Inspected raw materials and services (e.g. pulp, paper, chemicals, suppliers of print and finishing services) that are approved to be used in Nordic Ecolabelled products and services are not Ecolabelled themselves. Therefore, the company providing the inspected product have no right to use logo of Nordic Ecolabelling or market the product as ecolabelled.

However, it is permitted to declare in product lists, catalogues and offers, without using the Swan logo, that the product or service is inspected, e.g. "the paper is inspected for Nordic Ecolabelled printing". The specific declaration must only be used in product lists and cannot be used in advertising or materials for exhibitions or alike, nor on the product packaging.

#### Data security in My Swan Account

The MSA website uses SSL with a certificate issued by Trustwave (www.trustwave.com). This means that all communication between the visitor's web browser and the Nordic Ecolabelling's web server is encrypted, i.e. protected from eavesdropping and manipulation.

Every user of MSA is issued an individual username and password (an account). Only users can change their own passwords, thus ensuring the secrecy.

Every user of MSA is associated with a company. A user can only access data entered by companies that the user is associated with. Companies can manage their own employee's (and their consultant's) user accounts.

#### Acceptance of the user terms and conditions of the MSA system

Users, who get access to MSA, are by using their password and signing in to the system approving the user terms and conditions described above. In addition, the user agrees with the following conditions:

- Nordic Ecolabelling is responsible for the data security in MSA
- The user is responsible for the quality of the data uploaded into MSA
- The user accepts that the external parties mentioned above will have access to relevant lists of inspected and approved products or services in the MSA
- The supplier of products or services inspected by Nordic Ecolabelling, confirm the marketing regulations above
- The user agrees to pay to the ecolabelling organization the required fee and other costs in connection with the application for ecolabelling licence or inspection of some specific products or services. For information about fees, see www.nordic-ecolabel.org
- The user agrees to immediately notify Nordic Ecolabelling of any changes that may be of relevance for fulfilment of the ecolabelling requirements. Examples are changes made in the product or service composition or in classification of chemical ingredients

The user agrees to upload annual reports according to the requirements set in relevant ecolabelling criteria.

If any of these user conditions are not met, Nordic Ecolabelling may deny access to MSA and remove the user's information from the lists of inspected products/services. The approval of an inspected product or service is valid as long as the product or service meets the conditions in the specified criteria during the validity period of said criteria, and the required fee is paid according to the Nordic Ecolabelling regulation.

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