

Acceptance Page Conditions:

1. By clicking "I Accept" below:

(a) you hereby place an order with LexisNexis for the Services selected during the online order process and set out under the "Services" section of the order confirmation ("Services"); and

(b) you confirm you have read and accepted the General Terms and Conditions ("GTCs"), available online at <https://www.lexisnexis.com.au/en/terms-and-conditions> and these terms and conditions, which together contain the entire agreement ("Agreement") between you and LexisNexis in respect of the Services. If you do not wish to accept the GTCs and these terms and conditions, you must not click "I Accept".

1.2 The Agreement commences on the date you placed your order for the Services and shall continue for the Price Plan Period.

1.3 If the number of Legal Users (defined in clause 2.3 of the GTCs as: *For all customers excluding Academic Institutions, "Legal Users" means all of your Australia-based employees, contractors, partners, incoming secondees or, for chambers, barristers and: (a) provide legal or related services (including, but not limited to, compliance, conveyancing, migration and intellectual property/ patent services) which are billed to your clients; or (b) are involved in a legal advisory role.*):

(a) increases during the Price Plan Period to a number up to and including 5 Legal Users, additional fees will be payable per additional Legal User in accordance with our current list price or catalogue;

(b) exceeds 5 during the Price Plan Period, additional fees will be payable per additional Legal User on a pro rata basis.

1.4 You will be invoiced for your first payment of the fees, and such payment will be taken, when you place your order. You will then be invoiced in advance in accordance with the payment intervals selected during the online order process and set out in the order confirmation.

1.5 To the extent of any inconsistency between the order confirmation and these terms and conditions and the GTCs, the order confirmation and these terms and conditions shall prevail.

1.6 You confirm that:

- ☐ all information provided by you during the online order process is correct;
- ☐ you are not a current customer of Lexis Advance services;
- ☐ you are not a competitor of LexisNexis; and
- ☐ you do not have any overdue accounts with LexisNexis.

IMPORTANT INFORMATION

The GTCs contain terms which:

1. Significantly limit the circumstances in which LexisNexis and associated third parties may be liable to you (clauses 4.1-4.3);
2. Cap the liability of LexisNexis and associated third parties (clause 4.4);
3. Exclude liability for all types of consequential loss (clause 4.5);
4. Allow LexisNexis to change the Services without notice, including adding new features and updating Materials (clause 2.4);
5. To the extent permitted by law, exclude all representation, warranties and guarantees by LexisNexis (clause 3.3); and
6. Allow LexisNexis to share personal information about Authorised Users to certain third parties (clauses 5.11 and 5.12).

As a result of these terms:

1. You may be unable to recover certain losses that you may incur and be restricted from recovering any losses in excess of the liability cap;
2. Aspects of the Services may be unilaterally changed by LexisNexis;
3. You will only be able to rely on guarantees and warranties implied by law, including, without limitation, the Australian Consumer Law; and
4. The personal information of your Authorised Users may be shared to certain third parties.

☐ I accept the above terms and conditions and the GTCs