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| <i>This column includes notes to help you navigate and understand these terms. These notes are not legally binding and do not affect the interpretation of the terms</i> | |
| <i>Parties to the agreement</i> | These General Terms and Conditions form part of the agreement between RELX Trading Australia Pty Ltd ABN 70 001 002 357 trading as LexisNexis (“we”, “us”, “our” or “LexisNexis”) and the customer entity named in the Order Form (“you”, “your” or “Customer”). In these General Terms and Conditions, references to the “Agreement” mean these General Terms and Conditions and any Additional Terms, including your Order Form (see clause 2.6). |
| <i>What these terms cover</i> | These General Terms and Conditions govern your receipt, access to and use of the subscription regulatory compliance services and products supplied by us as specified in your Order Form (“Services”) and the materials made available therein (“Materials”) (including Outputs, defined in clause 4.6). |
| <i>Use of capitalised terms</i> | Unless expressly stated otherwise, capitalised terms which are used but not defined in these General Terms and Conditions have the meaning given to them in the Order Form. |
| | 1. PRICES AND PAYMENT |
| <i>You must pay us the prices set out in the Order Form</i> | 1.1. You must pay the price for the Services as stated in the Order Form. Subject to clauses 5.1-5.3 and except as expressly stated in this Agreement, the prices are non-refundable. You must not withhold, reduce or set-off any amount payable to us. Amounts specified in an invoice are payable in full within 30 days of the date of the invoice (unless we otherwise agree in writing). |
| <i>Failure to pay undisputed prices may result in us withholding Services, charging interest or submitting the account to a collection agency</i> | 1.2. If you fail to pay the undisputed price for any Services by the due date for payment, and such price remains unpaid for more than five days after we notify you of the missed payment, we may (a) withhold further supplies; or (b) charge interest at a rate equal to 1.5% per month or the highest rate permitted by law (whichever is lower) from the date for payment until payment is received in full by us; or (c) submit your account to a collection agency. If we do submit the account to a collection agency, you agree that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt, including any fees and commissions or other amounts we pay to any collection agency to act on our behalf provided that such costs and expenses are reasonably incurred. |
| <i>Price is GST inclusive</i> | 1.3. All prices stated in the Order Form are inclusive of GST, unless specified otherwise. |
| <i>We may carry out credit checks</i> | 1.4. By submitting the Order Form, you authorise us to carry out any credit checks with third parties as we may require. You authorise us to make any enquiries and to use, exchange or disclose any information which is disclosed in the Order Form or is obtained by us from any third party from or to any other credit provider or credit reporting agency: a) concerning your credit worthiness; and b) for the purpose of providing or obtaining a reference. |
| <i>Payments by credit card may incur a surcharge</i> | 1.5. We reserve the right to charge you a surcharge for payments made by credit card which (where required by law) will be no greater than the amount we are charged. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify you in writing before the changes take effect in accordance with clause 7. |
| <i>How you can use the Services and Materials</i> | 2. LICENCE AND LIMITATIONS |
| <i>Your licence is subject to restrictions</i> | 2.1. Subject to the restrictions in the Agreement, you are granted a non-exclusive, non-transferable, limited licence to permit Authorised Users (defined below in clause 3.2) to access and use the Services and Materials made available to you during the term of the Agreement solely for the purpose of assessing your organisation’s compliance with applicable law and regulation. |
| <i>Use limited to Authorised Users</i> | 2.2. The right to receive and use the Services is limited to the maximum number of Authorised Users specified in the Order Form. |

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| <i>What you may do</i> | <p>2.3. Subject to all other restrictions in the Agreement, you may:</p> <ul style="list-style-type: none"> (a) only when performed via the functionality within the Services <ul style="list-style-type: none"> (i) make printouts of the Materials; and (ii) download Materials; and (b) only when downloaded or printed using the functionality within the Services <ul style="list-style-type: none"> (i) excerpt or quote insubstantial portions of the Materials; (ii) store Materials to the extent that they have been incorporated into specific work product; and (iii) store Materials to the extent required for legal or regulatory compliance. |
| <i>What you may not do</i> | <p>2.4. You may not:</p> <ul style="list-style-type: none"> (a) access or use the Services or Materials via mechanical, programmatic, robotic, scripted or any other automated means except as expressly permitted under this Agreement; (b) except under clauses 2.3(b)(ii) and 2.3(b)(iii): <ul style="list-style-type: none"> (i) store Materials in a database; or (ii) store Materials for more than ninety days; (c) use the trademarks, service marks or logos of LexisNexis, its affiliates or third-party licensors without express prior written consent; (d) remove or obscure copyright or other notices contained in the Services or Materials; (e) attempt to reverse engineer or otherwise derive any of the computer programs, source code or methodology related to the Services; (f) use the Services or Materials in conjunction with large language models, machine learning models, generative artificial intelligence, or other similar technologies (“AI Technology”) except in accordance with this clause. Use of the Services or Materials in conjunction with AI Technology is only permitted when: <ul style="list-style-type: none"> (i) the Services and/or Materials remain under the control of the Customer and are not provided to third parties; (ii) the Services and/or Materials are not used to train (or facilitate the training of) AI Technology; and (iii) such usage occurs on an incidental basis only. <p>For the purpose of this clause 2.4(f), “AI Technology” does not include LexisNexis services but may include GRC Services (see clause 3.14)</p> (g) use the Services or Materials to compete with LexisNexis; (h) grant a sub-licence in respect of the Services or Materials to any other person without our written consent; (i) offer any part of the Services or Materials to any third party for commercial resale or commercial redistribution; (j) provide, distribute or otherwise give access to the Services or Materials to any third party who is not an Authorised User for any purpose, including but not limited, the purpose of providing any type of consultancy, support or other services to you either directly or indirectly. For the avoidance of doubt, this includes any competitor of LexisNexis; or (k) use the Services or Materials in violation of applicable law, third party rights or in a manner that infringes the copyright or proprietary interests therein. |
| <i>We retain all intellectual property rights in the Services and Materials, as well as our trademarks</i> | <p>2.5. To the extent permitted by law, all right, title, and interest (including all copyrights and other intellectual property rights) in the Services and Materials (in both print and machine-readable forms), belong to us or our third party suppliers. However LexisNexis does not claim intellectual property rights in any Customer Information (defined in clause 4.8) contained in Outputs (defined in clause 4.6). LexisNexis grants no rights to you or third parties except as provided in the Agreement.</p> |

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| <i>Additional terms apply to the Agreement with us, and order of precedence</i> | 2.6. Other provisions that govern your and Authorised Users' access to and use of the Services and Materials are set forth in the Order Form and any agreed addenda to the Agreement (collectively, the " Additional Terms "). To the extent there is any inconsistency between the Additional Terms and General Terms and Conditions, the Additional Terms prevail. |
| | 3. ACCESS TO SERVICES |
| <i>We will supply the Services for the applicable price</i> | 3.1. We shall supply the Services and Materials set out in the Order Form in consideration of your payment of the applicable price in accordance with clause 1 and subject to the terms of the Agreement. |
| <i>Definition of Authorised Users</i> | 3.2. " Authorised Users " mean all of your Australia-based (i) officers, (ii) employees, and (iii) contractors (to the extent performing dedicated work exclusively for you). |
| <i>You must inform us of any changes to the number of Authorised Users</i> | 3.3. The maximum number of Authorised Users permitted under this Agreement is specified in your Order Form. You must let us know as soon as practicable of any changes to the number of Authorised Users. If there is an increase in the number of Authorised Users, including by way of acquisition or merger, you will be required to purchase additional licence rights to cover use of the Services by those Authorised Users. |
| <i>Sanctions representations and warranties</i> | 3.4. You agree to the sanctions representations and warranties set out at https://www.lexisnexis.com/global/sanctions-clause/en.page , which are incorporated into these General Terms and Conditions. Breach of this clause shall entitle LexisNexis to terminate the Agreement immediately on written notice, without prejudice to any other rights available by law or contract. |
| <i>You are responsible for Authorised Users</i> | 3.5. You must ensure that each person you permit to receive or use the Services through your subscription: <ul style="list-style-type: none"> (a) is an Authorised User; (b) uses those Services only in accordance with the Agreement, including the Additional Terms; and (c) keeps their access credentials confidential and does not permit any other person to use them. 3.6. You will be responsible for any use of the Services through your subscription in breach of your obligations in clause 3.5. |
| <i>Access Credentials are personal and confidential to the individual. Access Credentials that are shared with other persons may be cancelled and you may be liable for additional charges</i> | 3.7. We may provide access credentials to allow your Authorised Users to access the Services. Any Access Credentials issued by us to an Authorised User are personal and confidential to that Authorised User. If we suspect (acting reasonably) that any Access Credentials are being used by an unauthorised user or a different Authorised User to the person to whom it was issued, those Access Credentials may be cancelled and you may be liable for additional charges, in accordance with our then current price list or catalogue for the applicable Services, in respect of any such unauthorised use. |
| <i>Authorised Users have a limited right to access the Services and Materials outside the country for which Access Credential was issued and you agree to indemnify us for such use</i> | 3.8. To comply with local privacy, data protection and other laws, each Access Credential or other method of access to the Services and Materials is country specific and may not be used to access the Services and Materials outside the country for which it was issued, except for short periods not to exceed 30 continuous days. If we suspect an Access Credential or other method of access is being used to access the Services and Materials outside the country for which it is issued for a period in excess of 30 continuous days, we may suspend the relevant access. You indemnify us against any loss, injury, claim, liability, or damage of any kind resulting in any way from use of the Services and Materials from outside the country for which the Access Credential or other method of access was issued. |
| <i>Changes to the Services and Materials</i> | 3.9. Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice. In addition to any other termination rights you may have under the Agreement, if such change materially affects the value of the Agreement to you, you may within 30 days' of the date on which you became aware of the change, terminate your subscription to the affected Materials or Service with immediate effect by providing notice in writing (including during the Price Plan Period). In this event, we will provide you with a pro rata refund of any charges paid in advance and will adjust the future charges payable by you for |

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| | the remainder of the Price Plan Period or Renewal Period (as applicable), relative to the proportionate value of the affected Materials or Services. |
| <i>You are responsible for procuring and implementing required ICT systems</i> | 3.10. You are responsible for procuring and implementing any information and communications technology systems required to enable you and Authorised Users to receive and use the Services and Materials. |
| <i>We may audit your compliance with the Agreement</i> | 3.11. You agree that, on reasonable advance notice, we may conduct an annual audit of your compliance with the Agreement, including whether the total number of Authorised Users remains within the limits specified in the Order Form. If any audit reveals that you have failed to comply with the Agreement, you must promptly remedy the failure (including, if applicable, by purchasing additional licence rights for any Authorised Users in excess of those specified in the Order Form, and reimburse our reasonable audit costs. We will otherwise bear our own audit costs. |
| <i>Additional terms for the LexisNexis® RegCompliance+ platform Service</i> | 3.12. For Customers subscribing to the LexisNexis® RegCompliance+ platform Service, the following additional terms apply: <ul style="list-style-type: none"> (a) Materials are accessed via the RegCompliance+ platform. Unless you have access to an Integrated Solution in accordance with 3.13, you must maintain a subscription to the RegCompliance+ platform in order to access the Materials; (b) Included with the Service is the AI assistant feature, 'Protégé.' The primary hosting location for the feature is Australia. If our third-party cloud services fail or significantly degrade resulting in a material impact to the feature, you authorise us to failover from the primary hosting location to a secondary location provided by our existing artificial intelligence cloud providers, which may not be in the same country. If such a failover occurs and the secondary location is outside of Australia, the 'upload' functionality of the feature will be disabled during the period of the failover event. You accept that performance or functionality degradation may occur during and immediately after a failover, however, we will use reasonable endeavours to reinstate the feature as soon as reasonably practicable. |
| <i>Additional terms for the Integrated Solution</i> | 3.13. <ul style="list-style-type: none"> (a) Customers may elect, via the Order Form or otherwise with our consent, to access Materials via the Integrated Solution. In such cases, we will make the LexisNexis application programming interface ("LN API") available to your GRC Provider, to allow that GRC Provider to facilitate the integration of the GRC Services with the Materials ("Integrated Solution") and to provide that Integrated Solution to you. The Regulatory Compliance Platform Service may not be accessed via the Integrated Solution. (b) By making the LN API available to your GRC Provider and activating your subscription, we will have fulfilled our obligation to supply the Materials under this Agreement. (c) Access to, receipt or use of the Materials via the Integrated Solution by you or Authorised Users is subject to the terms of the Agreement. (d) You are not relieved of your obligations under the Agreement, including any payment obligations, in the event your GRC Provider fails to facilitate the integration of the GRC Services with the Materials, fails to provide you with the Integrated Solution or your agreement with your GRC Provider terminates, expires or otherwise ends. (e) For the avoidance of doubt, restrictions in clause 2.4(f) above apply to the extent that the GRC Services include AI Technology (defined in clause 2.4(f)). 3.14. " GRC Provider " means a third party that provides risk and/or compliance services to you (" GRC Services ") and has entered an integration agreement with us to allow the Materials to be integrated with the GRC Services via the LN API. |
| | 4. NATURE OF THE SERVICES |
| <i>Your rights under Australian Consumer Law</i> | 4.1. If you are a "consumer" for the purposes of the Australian Consumer Law (Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth)), certain statutory guarantees (" Consumer Guarantees ") may be conferred on you which cannot be excluded, restricted or modified. However, liability for a breach of the Consumer Guarantees may be limited as provided for in clauses 5.1 and 5.2 below. |
| <i>We warrant that we have the right to make the Services available</i> | 4.2. We represent and warrant that we have the right and authority to make the Services and Materials available to you pursuant to the Agreement. |

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| <p><i>What to expect from our Services, Materials and LN API</i></p> | <p>4.3. We will use commercially reasonable endeavours to ensure that the Services we provide are available, up to date and error free, however, you acknowledge that:</p> <ul style="list-style-type: none"> (a) Materials analysing the law will only be current to the date recorded in the relevant Material. (b) Despite our use of such commercially reasonable endeavours, errors in, or interruptions to the availability of, the Services and Materials may occur. (c) We compile some of the Services and Materials from content prepared by third parties. In such cases, we do not verify that their content is accurate and free of omissions. In addition, we may not be authorised to amend the content prior to publication. However, we will use commercially reasonable endeavours to verify that third parties we engage have appropriate skills and expertise to prepare the relevant content. (d) The Services and Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances. (e) Some of the Services and Materials utilise artificial intelligence (“AI”) and related technologies, including generative AI, to collate and organise, create summaries, provide analysis and otherwise manipulate or provide functionality, and to provide various features, including content creation such as regulatory update summaries, responses to regulatory compliance questions and uploaded documents (“AI Services”). AI systems may not always be accurate or error free, which means Authorised Users are responsible for verifying and cross-referencing any information provided in AI Services; (f) Access to and use of the Services may be subject to reasonable technical limitations such as storage limits. You agree to use the Services in accordance with any reasonable acceptable use limitations and guidelines that we may notify to you from time to time; (g) To the extent permitted by law and subject to clauses 5.1 and 5.2, the Services and Materials are provided on an “as is”, “as available” basis and we exclude all representations, warranties and guarantees implied by statute, trade or otherwise, including without limitation that the Services and Materials are or will be appropriate for any particular or actual circumstances, complete or free from errors or that information will continue to be available to us to enable us to keep the Services and Materials up-to-date, or that solely using the Services and Materials will enable you or your business to comply with applicable law and regulation; and (h) In addition, where you have elected to access the Materials via the Integrated Solution: <ul style="list-style-type: none"> (i) we will use commercially reasonable endeavours to ensure that the LN API is functional for integration purposes; and (ii) you acknowledge that we are not responsible for the conduct of the GRC Provider or for providing you with the Integrated Solution. |
| <p><i>We are not a law firm and are not providing legal services</i></p> | <p>4.4. We are not a law firm; we do not represent or advise clients in any matter and are not bound by the professional responsibilities and duties of a practising lawyer. Nothing in the Services, or the Materials or in the Agreement (including the Additional Terms) nor any receipt or use of the Services or Materials, shall be construed or relied on as advertising or soliciting to provide any legal services, creating any solicitor-client relationship or providing any legal representation, advice or opinion whatsoever on behalf of us or our staff.</p> |
| <p><i>No enforcement of the Agreement by third parties except as provided</i></p> | <p>4.5. Except as provided in the Agreement, it is not intended that the Agreement between us and you should be enforceable by any third party.</p> |
| <p><i>Your Prompts, Documents and Information</i></p> | <p>4.6. “Output” means content created through your use of the generative artificial intelligence features of the Services. “Prompts” means the information or commands entered into the Services by Authorised Users to generate or edit Outputs. Authorised Users may delete Prompts and Outputs at any time.</p> <p>4.7. “Customer Documents” means files that you or your Authorised Users upload or make available to the Services (but do not include Prompts). Unless stated otherwise, Customer Documents will be:</p> <ul style="list-style-type: none"> (a) secured in transit and at rest; and |

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| | <p>(b) except where required to be retained by law, purged:</p> <ul style="list-style-type: none"> (i) by LexisNexis within a reasonable time, having regard to the nature of the relevant feature; or (ii) upon deletion by the Authorised User. <p>(c) Upload functionality for Customer Documents may be subject to technical limitations, such as document format limits.</p> <p>4.8. “Customer Information” means Prompts and Customer Documents together. Except to the extent that Customer Information contains LexisNexis content, LexisNexis:</p> <ul style="list-style-type: none"> (a) does not claim any ownership rights in Customer Information; (b) will, and will ensure that its third-party technology suppliers are obliged to, ensure that Customer Information: <ul style="list-style-type: none"> (i) remains within the controlled environment of LexisNexis or its third-party technology suppliers; (ii) is not made public or provided to any other user except for the originating Authorised User, unless instructed to do so by that Authorised User; and (iii) is not used to train any AI Technology. (c) We are not obliged to store, maintain, back-up, retrieve or restore any Customer Information or Output that is lost or deleted by Authorised Users. |
| <p><i>Customer Feedback and Beta Product testing</i></p> | <p>4.9. LexisNexis is continuously developing and improving its products and services. We may invite you and certain of your Authorised Users to participate in providing feedback including, but not limited to, proposed names, survey responses, research study participation, or user experience insights (“Feedback”) about, among other things, LexisNexis pre-commercial concepts, branding, and/or pre-release versions of new or existing products and services (collectively, “Beta Products”).</p> <p>4.10. You agree that:</p> <ul style="list-style-type: none"> (a) LexisNexis and other members of the members of its company group, RELX plc, may use the Feedback for the purpose of improving its current or future products and services; (b) you acquire no ownership or other rights in any Beta Products, including any improvements made to the Beta Products as a result of the Feedback; (c) Beta Products are in final stages of development, have been tested internally but not in a production or live environment, and have been released for the purpose of beta testing in a production environment only. Therefore: <ul style="list-style-type: none"> (i) to the extent permitted by law, any Beta Product is provided to you on an “as is” basis and LexisNexis make no warranties, express or implied in relation to the Beta Products. Any promises made by LexisNexis in relation to Services under this Agreement do not apply to Beta Products; (ii) LexisNexis shall not be liable to the Customer or any third parties for any loss or damage whatsoever relating to the Beta Products; (d) any LexisNexis content and materials accessed by the Customer through a Beta Product are subject to the licencing terms and restrictions in the Agreement. <p>4.11. LexisNexis may not use your name, or otherwise identify you or your Authorised Users, in any public statements relating to the Feedback without your prior written consent.</p> <p>4.12. No charges will be payable by either party for any Feedback or use of Beta Products. LexisNexis may withdraw access to Beta Products at any time in its sole discretion.</p> <p>4.13. You acknowledge that any (a) Feedback not already publicly known when disclosed to LexisNexis or (b) information disclosed to you about the Beta Product are the confidential information of LexisNexis and subject to the obligations at clause 7.2</p> |

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| <i>Incentives</i> | 4.14. LexisNexis may, at its discretion, offer Authorised Users incentives for participating in the provision of Feedback or Beta Product testing. Incentives will not be offered to elected or appointed officials, or employees of any governmental entity. Incentives will not be used to improperly influence Feedback. |
| | 5. LIMITATION OF LIABILITY |
| <i>Our liability in relation to the Consumer Guarantees</i> | <p>5.1. No clause of these General Terms and Conditions, other than clause 5.2 below, limits our liability to you under the Australian Consumer Law for breach of the Consumer Guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law. Additionally, clause 5.2 below will not apply if a party establishes that reliance on it would not be fair and reasonable.</p> <p>5.2. Our liability for failure to comply with a Consumer Guarantee (other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law) which applies to a good or service supplied under the Agreement which is not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited to:</p> <p>(a) in the case of goods, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the replacement of the goods or the supply of equivalent goods; or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and <p>(b) in the case of services, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. <p>5.3. The remaining provisions of this clause 5 do not apply to regulate liability under the Australian Consumer Law for breach of the Consumer Guarantees.</p> |
| <i>Our liability to you for breach of clause 4.3 (in cases where the Consumer Guarantees don't apply)</i> | <p>5.4. Subject to clauses 5.1 and 5.2, our liability to you for breach of our obligations under clause 4.3 of these General Terms and Conditions is limited to:</p> <p>(a) in the case of goods, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the replacement of the goods or the supply of equivalent goods; or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and <p>(b) in the case of services, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. |
| | 5.5. A party's liability to the other for loss or damage of any kind (including loss or damage caused by negligence), is reduced to the extent that the other, or the other's affiliates, Authorised Users (if applicable), or officers, directors, employees, subcontractors, agents, successors or assigns caused or contributed to that loss or damage by their breach of contract, negligence or other act or omission which is wrongful at law. |
| <i>Liability for consequential loss is excluded</i> | <p>5.6. Subject to clauses 5.1, 5.2 and 5.8, neither party (or the Covered Parties) will be liable for any "indirect loss" being:</p> <p>(a) loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data; and</p> <p>(b) any loss not arising naturally or according to the usual course of things from the relevant breach, act or omission in connection with the Agreement or the Services and Materials whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they entered into the Agreement as the probable result of the relevant breach, act or omission, and each party agrees that except as permitted by clauses 5.1, 5.2 and 5.8, it will not bring a claim for such indirect loss.</p> |
| <i>There is generally a cap on the parties' liability</i> | 5.7. Subject to clauses 5.1, 5.2 and 5.8, the aggregate liability of a party (or the Covered Parties) to the other party whether for breach of the Agreement, in tort (including negligence) or for any other common law or statutory cause of action for all claims |

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| | relating to or in connection with the Agreement shall not exceed the greatest amount payable by you in any rolling 12 month period under the Agreement. |
| <i>Limitations on liability do not apply in certain cases</i> | <p>5.8. The limitations of liability in clauses 5.6 and 5.7 do not:</p> <p>(a) apply to any liability for breach of clause 2 (licence and limitations), 3.4 (sanctions), 4.2 (our warranty), 7.2 (confidentiality);</p> <p>(b) apply to any liability for breach of clause 3.5(b) due to your failure to ensure persons having access to the Services and Materials through your subscription are using those Services and Materials in accordance with the clauses specified in this clause 5.8; or</p> <p>(c) limit our ability to recover from you the charges payable by you under the Agreement (and the charges we would have received but for your breach of the Agreement or our termination of the Agreement due to your breach).</p> |
| <i>Definition of Covered Party</i> | <p>5.9. “Covered Party” means:</p> <p>(a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates;</p> <p>(b) your officers, directors and employees; and</p> <p>(c) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.</p> |
| | 6. TERM AND TERMINATION |
| <i>The Agreement is for the minimum period specified in the Order Form</i> | 6.1. The term of the Agreement is the minimum period specified in the Order Form (“Price Plan Period”) and any Renewal Period. The term commences on the start date specified in the Order Form. |
| <i>You cannot cancel a subscription or Services during the term</i> | 6.2. Subject to any rights of termination you may have, you may not cancel a subscription or change the delivery or access format for the Services during the term. |
| <p><i>The Agreement will auto-renew for additional 12 month terms, unless terminated in accordance with clause 6.5</i></p> <p><i>We will tell you the price for the renewed term at least 45 days before the Renewal Period</i></p> | 6.3. The Agreement will automatically renew on the date following the expiry of the initial Price Plan Period for additional 12 month terms (each a “Renewal Period”) unless you provide us with a notice of termination in accordance with clause 6.5. For any Renewal Period, the price payable for the Services and Materials will be the price payable in the immediately preceding year, plus an annual percentage increase (or adjustment to reflect your actual usage level for that preceding year, whichever is the higher). A pre-determined annual increase may be specified in the Agreement or Order Form or, if not, such increase will be notified to you at least 45 days’ before the Renewal Period. |
| <p><i>Either party may terminate for material breach, with 14 days’ notice</i></p> <p><i>We can suspend the Service or Materials if you are in breach of the Agreement</i></p> | <p>6.4. A party (“Terminating Party”) may terminate the Agreement (including the subscription for access to the Services and Materials) in the event of a material breach of any provision of the Agreement by the other party (“Breaching Party”), provided that the Terminating Party has provided written notice of the breach to the Breaching Party and the Breaching Party fails to remedy the breach within 14 days of such notice. A material breach includes, but is not limited to, failure to perform a payment obligation and infringement of intellectual property rights. For the avoidance of doubt, multiple non-material breaches in aggregate may constitute a material breach.</p> <p>We may suspend providing the Services or Materials to you for any period that we reasonably believe you are in material breach of the Agreement, starting from the date that we issue notice to you.</p> <p>Nothing in this clause is intended to limit our right to immediate termination in accordance with clause 3.4 (sanctions) or your payment obligations under the Agreement.</p> |
| <i>You can terminate by giving notice at least 30 days prior to the start of the next Renewal Period</i> | 6.5. You may terminate the Agreement (in whole or in part) by giving us at least 30 days’ written notice, to expire the day before the commencement of the next Renewal Period. |
| <i>Consumers and Small Businesses have additional</i> | 6.6. In addition to your termination rights under the Agreement, if the Agreement with you is a “consumer contract” or a “small business contract” as defined in section 23 of the Australian Consumer Law, at any time during any Renewal Period, you may terminate |

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| <i>termination rights during any Renewal Period</i> | the Agreement by providing us with at least 30 days' written notice. In this event, we will provide you with a pro rata refund of any charges paid in advance. |
| <i>We can terminate at any time on 60 days' notice</i> | 6.7. We may terminate the Agreement (in whole or in part) by giving at least 60 days' written notice. |
| <i>Effect of termination</i> <i>Clauses that survive termination</i> | 6.8. On termination of the Agreement: (a) any licence granted under the Agreement terminates with the exception of the following residual rights: (i) you and Authorised Users may continue to use any Materials downloaded or stored by you and Authorised Users in accordance with this Agreement as at the date of termination (" Downloaded Materials ") subject to the licence conditions in the Agreement, at your and their own risk; (ii) we are not obliged to continue to provide any further Services or to store, maintain, back-up, retrieve or restore any Downloaded Materials that are lost or deleted by you or Authorised Users; and (iii) you and Authorised Users will no longer receive amendments to the Downloaded Materials, alerts relating to the Downloaded Materials, updates to the technology used in the Downloaded Materials, or support or maintenance from us. As such, you acknowledge that this could impact the usability of the Downloaded Materials; and (b) clauses 2.5 (interest, right and title), 5 (limitation of liability), 7.2 (confidentiality) and 7.6 (governing law and jurisdiction) of the General Terms and Conditions, and any other clauses which should, by their nature, survive termination, shall survive. |
| <i>Our obligations to you on termination</i> | 6.9. If the Agreement is terminated, or any Services or Materials are cancelled without a reasonable replacement, for any reason other than by us under clause 6.4, our only obligation to you will be the pro rata refund to you of any relevant charges that you have paid in advance. |
| <i>Complimentary Services and Materials</i> | 6.10. Where you are provided with access to Services or Materials for free, we have no obligation to continue to provide such Services or Materials and you have no right to receive the Services or Material. Such Services or Material may be withdrawn at any time without notice. |
| | 7. OTHER |
| <i>How we can amend the Agreement</i> | 7.1. (a) We may make changes to the Agreement that we consider, acting reasonably and in good faith, are typographical or non-substantive changes without notice by publishing the amended terms on our website. (b) Subject to clause 7.1(c), we may make substantive changes to the Agreement at any time by providing at least 7 days' notice of the changes. (c) If we consider, acting reasonably and in good faith, that a change made pursuant to clause 7.1(b) is detrimental to you, notwithstanding anything in clause 7.3, we will provide notice by email to your nominated LexisNexis account contact at the email address we have on record. (d) In addition to any other termination rights you may have under the Agreement, if a change to the Agreement is detrimental to you, you may within 30 days' of the date on which we issued the notice of the change terminate the Agreement with immediate effect by providing notice in writing (including during the Price Plan Period). In this event, we will provide you with a pro rata refund of any charges paid in advance. For the avoidance of doubt, all changes notified to you will apply from the effective date provided in the notice to you, until the date of termination by you under this clause. |
| <i>Details of the Agreement are confidential</i> | 7.2. (a) Neither party will disclose to any third party details of the Agreement or any of the negotiations undertaken in relation to the Agreement, including any pricing or discounting terms, without the prior written consent of the other. In the event that you |

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| | <p>select "Integrated Solution" as the Access Method in the Order Form, we may provide details of the Agreement to your GRC Provider.</p> <p>(b) Customer will not disclose to any third party details of any Beta Test Product without the prior written consent of LexisNexis.</p> |
| <i>How we may give each other notices</i> | 7.3. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services. Notices to you will be deemed to have been properly given on the date mailed, emailed or displayed in the Services (as applicable); or on the date received, if delivered in any other manner. Notices to us should be sent by email to your LexisNexis representative, by email to the address specified in the Order Form. Notices to you, if sent by email or by post, shall be sent to the postal address or email address we have on record. You agree to keep your contact information up to date and to notify us of any changes to your postal and email address for notices. |
| <i>No future waiver</i> | 7.4. The failure of us or any third party supplier of Materials to enforce any provision of the Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. |
| <i>Assignment and delegation</i> | 7.5. You may not assign your rights or delegate your duties under the Agreement (including any Additional Terms) without our prior written consent. You agree that we may assign our rights or delegate our duties under the Agreement as we consider fit, provided we notify you of same. |
| <i>The laws of NSW apply</i> | 7.6. The Agreement shall be governed by and construed in accordance with the laws in force in New South Wales and each party submits to the exclusive jurisdiction of the courts of New South Wales. |
| <i>Third parties may assert and enforce the Agreement</i> | <p>7.7. Each third party supplier of Materials has the right to assert and enforce clause 2 (licence and restrictions on use) of these General Terms and Conditions.</p> <p>7.8. Where a clause of the Agreement grants or refers to a third party right or entitlement, you or we (as applicable):</p> <p>(a) hold the clause on trust for the relevant third party; and</p> <p>(b) are entitled to enforce those rights or entitlements on behalf of each person for whom they are held on trust.</p> <p>7.9. However, the Agreement may be amended in accordance with its provisions or by agreement between you and us despite the existence of these trusts.</p> |
| <i>Data protection</i> | 7.10. You are responsible for the legality of the personal data that you or Authorised Users provide to us. To the extent that you or Authorised Users provide personal data to us for account registration or otherwise, the parties acknowledge that such information will be processed by us in accordance with the data protection laws, the LexisNexis Privacy Policy at https://www.lexisnexis.com/global/privacy/privacy-policy.page and the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/global/privacy/processing-terms.page ("DPA"). Terms used but not defined in this clause 7.10 shall have the meanings ascribed to them in the DPA. |
| <i>Services and Materials may be cancelled or suspended, and delivery timeframes may be extended, for causes beyond our reasonable control</i> | 7.11. We may cancel or suspend the performance or delivery of any Services or Materials to the extent that we are delayed or prevented from performing the Services as a direct or indirect result of any war, terrorism, strike, lockout, delay or default of any manufacturer or supplier, act of God, or any other cause beyond our reasonable control. If we suspend (and do not cancel) delivery of any Services or Materials in these circumstances, any applicable timeframes for delivery are to be automatically extended by a period equal to the delay. |
| <i>Severability</i> | 7.12. The Agreement will be enforced to the fullest extent permitted by applicable law. If anything in the Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remains in force. |
| <i>Entire agreement</i> | 7.13. The Agreement (including any applicable Additional Terms), constitutes the entire agreement between the parties concerning the subject matter of the Agreement and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties. |