

These Terms and Conditions ('**Terms**') are a legally binding agreement between Reed International Books Australia Pty Ltd t/as LexisNexis Australia ('**LexisNexis**') and the person who has purchased or received the LexisNexis NFT (hereinafter referred to as the '**Collector**') at the time of purchase or receipt of the LexisNexis NFT. The Terms outlines each party's rights in the LexisNexis NFT and the Content (as defined below).

These Terms supplement the:

- [LexisNexis Website Terms of Use](#); and
- [LexisNexis Privacy Policy](#) ('**Privacy Policy**'),

that otherwise govern the Collector's use of LexisNexis' products and services. But for clarity, these Terms do not apply to any other LexisNexis product or service other than the LexisNexis NFT and Content.

## 1 Background

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LexisNexis has created the LexisNexis NFT with respect to the Content on the Blockchain. The LexisNexis NFT is listed for public sale on the Approved Marketplace.

## 2 Definitions

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For the purposes of these Terms:

- (a) '**Approved Marketplace**' means any marketplace listed in Schedule 1 on which the LexisNexis NFT may be bought and sold.
- (b) '**Australian Consumer Law**' means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of the *Fair Trading Act 1987 (NSW)* as applicable.
- (c) '**Australian Consumer**' has the same meaning as in section 3 of the Australian Consumer Law.
- (d) '**Australian Consumer Guarantee**' a consumer guarantee applicable to this agreement under the Australian Consumer Law.
- (e) '**Blockchain**' means the blockchain specified in Schedule 1 on which the LexisNexis NFT is transacted.
- (f) '**Content**' includes any item described in Schedule 1 as well as any underlying content that is associated with the LexisNexis NFT.
- (g) '**Currency**' means any type of cryptocurrency or fiat currency listed in Schedule 1 in which the LexisNexis NFT is priced on the Approved Marketplace.
- (h) '**Derivative Work**' means works that are an adaptation, modification or enhancement of a Content, that reproduce an entire, a substantial part of a, Content, or that combine a Content with other pre-existing work.
- (i) '**Intellectual Property Rights**' includes all current and future intellectual property rights throughout the world, whether registered or unregistered, including logos, trademarks, designs, patents, inventions, copyright and analogous rights, rights in databases, source code, object code, software, confidential information, trade secrets, processes, concepts, know-how and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.
- (j) '**LexisNexis NFT**' means the unique non-fungible token that serves as a digital collectible and was originally offered for sale by LexisNexis.
- (k) '**Licence**' has the meaning set out in clause 5.
- (l) '**Live Content Version**' means the live copy of the Content that is available at the location set out in Schedule 1 and updated by LexisNexis from time to time.
- (m) '**Losses**' means all liabilities, losses, damages, costs and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and '**Loss**' has a corresponding meaning.
- (n) '**Mention Request**' has the meaning set out in clause 6.
- (o) '**Nominated Beneficiary**' means the third party set out in Schedule 1.
- (p) '**Permitted Purpose**' has the meaning set out in clause 5(a).
- (q) '**Prohibited Activity**' has the meaning set out in clause 5(b).

- (r) **'Royalty Rate'** has the meaning set out in Schedule 1.

### 3 Payment & Royalty

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- (a) In consideration of the sale of the LexisNexis NFT from LexisNexis to the Collector, the Collector will pay Currency to the Nominated Beneficiary in the amount equivalent to the full price of the LexisNexis NFT (as agreed with LexisNexis at the time of purchase on the Approved Marketplace at the time of purchase).
- (b) In consideration of any subsequent sale of the LexisNexis NFT from another seller (other than LexisNexis) to the Collector, the Collector will pay Currency to:
- (1) the Nominated Beneficiary, in the amount equivalent to the Royalty Rate; and
  - (2) the seller, in the amount equivalent to the balance of the price of the LexisNexis NFT (as determined by the seller on the Approved Marketplace at the time of purchase).
- (c) In all cases, the Collector will make payment through the built-in payment mechanisms of the Approved Marketplace in accordance with the applicable terms and conditions of the Approved Marketplace (including payment of associated transaction costs i.e. gas fees)
- (d) The Collector acknowledges that LexisNexis is not able to, and is not liable for, provide a refund or reverse the transaction through the Approved Marketplace.

### 4 Ownership

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- (a) Upon purchase or receipt of the LexisNexis NFT (evidenced by validation of the associated transaction on the Blockchain), the Collector has certain rights in respect of the LexisNexis NFT. This includes the rights to:
- (1) hold, transfer or resell the LexisNexis NFT to another person;
  - (2) deal with the Contents in accordance with Licence and other rights and obligations contained in these terms and conditions; and
  - (3) submit a Mention Request to LexisNexis under clause 6.
- (b) At all times, LexisNexis retains full ownership of all Intellectual Property Rights in the following assets:
- (1) the Content (both present and future) (including any LexisNexis logos or symbols within the Content);
  - (2) all Derivative Works (both present and future); and
  - (3) to the extent permitted by law (including the terms of the Approved Marketplace and any relevant opensource licence) the underlying smart contract and metadata of the LexisNexis NFT.

### 5 Licence

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- (a) Subject to the Collector's continued compliance with these Terms, LexisNexis grants the Collector a worldwide, non-exclusive, transferable, personal, limited and revocable licence to:
- (1) use, extract, cite, display, transmit, print, or make copies of the Content; or
  - (2) create, use and display Derivative Works,
- solely for the following purposes (**'Permitted Purposes'**) of:
- (3) personal use or consumption;
  - (4) research or study;
  - (5) providing professional services;
  - (6) providing academic services; or
  - (7) offering the LexisNexis NFT for resale on an Approved Marketplace.
- (collectively, the **'Licence'**)

- (b) Except as expressly permitted above, the Collector (or any other person) must not:
- (1) reproduce, modify, adapt or republish the Content;
  - (2) resell, commercialise, assign or sublicense the Content and/or the Derivative Works;
  - (3) modify, adapt, translate, duplicate, or create derivative works of any portion of the underlying smart contract and metadata of the LexisNexis NFT;
  - (4) cause the Content to be subject to any other non-fungible token, encumbrances, interest, right, lien, security or other investment or financial scheme;
  - (5) do anything that directly or indirectly infringes upon LexisNexis's Intellectual Property Rights in the Content; and
  - (6) do any of the activities in 5(a) in any manner that engages in, depicts or encourages illegal acts or activities designed to encourage illegal acts, or involves pornography, discrimination (on the basis of race, ethnicity, gender, religion, sexual orientation, gender identity or expression, age or disability), culturally insensitive or inappropriate content, obscenity, violence, attempted murder, terrorism, torture, rape, animal cruelty, libel or slander, abusive words, misleading or deceptive content, pyramid or illegal financial/funding schemes, or anti-law enforcement goods and services,
- (each a '**Prohibited Activity**').
- (c) For the avoidance of doubt, the rights granted to the Collector under the Licence are limited to the Content, and do not extend to the Live Content Version.

## 6 Publication rights

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### Publication of name requested by Collector

- (a) Provided that the Collector still owns the LexisNexis NFT, the Collector may (but is not obligated to) request that either (at the Collector's election):
- (1) the Collector's real name; or
  - (2) the pseudonym of the Collector's Approved Marketplace account which holds the LexisNexis NFT,
- (each a '**Collector Name**') be publicly mentioned in the Live Content Version as the current owner of the LexisNexis NFT ('**Mention Request**').
- (b) To submit a Mention Request, the Collector must contact LexisNexis in writing (see contact details in clause 15) and specify:
- (1) the Collector Name; and
  - (2) the Collector's wallet address that holds the LexisNexis NFT.
- (c) For the purposes of assessing a Mention Request and subject to clause 7, LexisNexis may use the information provided in the Mention Request to verify that the Collector was the holder of the LexisNexis NFT as at the date and time of receipt of the Mention Request by LexisNexis ('**Snapshot Timestamp**'). LexisNexis may in its sole discretion, but acting reasonably, accept or reject the Collector's Mention Request for any reason.
- (d) If the Mention Request is accepted, LexisNexis will, within a reasonable time, update the Live Content Version so that it displays the Collector Name and Snapshot Timestamp. If the Live Content Version already displays the name or pseudonym of another purchaser, LexisNexis will replace that name with the Collector Name.
- (e) If the Mention Request is rejected, LexisNexis may, but is not obligated, to provide reasons for the rejection and/or recommend steps to the Collector so that their Mention Request can be accepted.

### Publication by LexisNexis

- (f) LexisNexis may, in its absolute discretion, publish on any of its websites (i) links to any Approved Marketplace or Blockchain record showing the current holder and transaction history (including details of previous holders) of the LexisNexis NFT; and/or (ii) the information contained in such records, based on publicly available information or information provided by previous holders of the LexisNexis NFT.

## 7 Privacy

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- (a) LexisNexis will collect, use or disclose any personal information obtained under these terms in accordance with the Privacy Policy.

- (b) Without limiting the Privacy Policy, the Collector:
- (1) may, at any time, request LexisNexis to remove any of the Collector's personal information that is published on the Live Content Version; or
  - (2) may notify LexisNexis if the Collector is no longer the owner of the LexisNexis NFT,
- which in all cases, LexisNexis will remove the relevant personal information from the applicable location within a reasonable time subject to clause 6 above.

## 8 Limitation of Liability

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### *Liability cap*

- (a) Subject to the clause 8(c) below and to the maximum extent permitted by law, LexisNexis limits its aggregate liability for any claims in connection with these Terms to the Australian dollar amount that is equivalent to the value of the Currency amount actually paid by the first Collector for the LexisNexis NFT at the time of purchase from LexisNexis.
- (b) For the avoidance of doubt, LexisNexis only owes liability with respect to the LexisNexis NFT (including the Content) solely to the Collector who acquired that LexisNexis NFT from LexisNexis.

### *No liability*

- (c) To the maximum extent permitted by law, in no event will LexisNexis be liable for any Losses incurred by the Collector or any third party arising out of or in connection with:
- (1) the Collector's purchase or receipt of the LexisNexis NFT from another person that is not LexisNexis;
  - (2) the Collector's holding, resale, use of or otherwise dealing with the LexisNexis NFT;
  - (3) any volatility in the price or value of the LexisNexis NFT;
  - (4) unauthorised access to the Collector's wallet by third parties;
  - (5) loss of anonymity as a result of the Collector submitting a Mention Request or the display of the Collector Name on the Live Content Version at the Collector's request;
  - (6) a Derivative Work created by the Collector (including where the Derivative Work infringes on the Intellectual Property Rights of any third party);
  - (7) any outage or interruption to the Blockchain, Approved Marketplace, website, applications or platforms outside of LexisNexis' control;
  - (8) any representations (both express and implied), promotions, marketing, and advertising of Nominated Beneficiary; and
  - (9) any changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavourable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the LexisNexis NFT.
- (d) The Collector acknowledges that the value of the LexisNexis NFT is inherently subjective. LexisNexis reserves the right to release other non-fungible tokens (or similar) in respect of the Content, the Live Content Version or other matters relevant to LexisNexis' business.
- (e) Notwithstanding anything in these Terms, no party excludes or otherwise limits its liability to the other party breach of law or fraud.

## 9 Termination

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- (a) As between LexisNexis and the Collector, both the Licence and Terms will immediately and automatically terminate upon the sale, transfer, give away or other disposal of the LexisNexis NFT that causes the Collector to no longer hold the LexisNexis NFT.
- (b) LexisNexis may terminate the Licence, upon reasonable notice, if LexisNexis becomes aware or reasonably believes:
- (1) that the Collector has engaged in a Prohibited Activity (in which case LexisNexis may also direct the Collector to cease and desist the Prohibited Activity); or

- (2) that the Collector has engaged in serious misconduct, including but not limited to having provided false or misleading information as part of their Mention Request.
- (c) Upon any termination of the Licence or these Terms, LexisNexis may remove the Collector Name as it relates to the terminated Collector from the Live Content Version (if applicable);
- (d) Sections 1, 2, 7, and 8 through to 15 will survive the termination or expiration of these Terms for any reason

## 10 Taxes

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The Collector assumes all responsibility for any tax liability that may arise from purchasing or reselling the LexisNexis NFT.

## 11 Application to second-hand buyers

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- (a) On purchase of the LexisNexis NFT, the Collector acknowledges and agrees that these Terms are binding on subsequent LexisNexis NFT owners and any succeeding owner, the result of which all owners of the LexisNexis NFT will be subject to these Terms (unless expressly stated otherwise).
- (b) Prior to any sale or transfer of ownership of the relevant LexisNexis NFT, the Collector must bring these Terms to the attention of the buyer and that buyer must agree to the Terms before any sale is finalised.
- (c) If the Collector purchased or received the LexisNexis NFT from a person other than LexisNexis, then the Collector may have a separate agreement with that person in relation to that sale. Any term in that separate agreement must not derogate in any way from LexisNexis' rights, and the Collector's obligation, under these Terms. As between LexisNexis and the Collector, in the event of any conflict between a separate agreement and these Terms, these Terms will always prevail.

## 12 Application of Approved Marketplace Terms

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Any activity in connection with LexisNexis NFT on the Approved Marketplace will be subject to applicable terms and conditions of the Approved Marketplace. In the event of any conflict between the terms and conditions of the Approved Marketplace and these Terms, these Terms will always prevail.

## 13 Modifications

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- (a) LexisNexis may modify part or all of its site and/or its services without notice, and that these Terms may be updated at any time with at least 30 days' notice.
- (b) For clarity, any amendments to these Terms will only apply prospectively. It is the responsibility of the Collector to ensure and continue their compliance with the updated Terms even if the Collector had acquired the LexisNexis NFT under an earlier version of the Terms. However, in the event of any dispute or claim arising out of or in connection with these Terms, only the version of the Terms that were applicable at the time of event or subject matter in question shall apply.

## 14 Governing law

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These Terms are governed by the law in force in New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia.

## 15 Australian Consumer Law

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- (a) If the Collector is an Australian Consumer:

- (1) clause 8 does not apply to any liability of LexisNexis for failure to comply with an Australian Consumer Guarantee;
  - (2) in respect of the goods supplied under this agreement, subject to clause 15(a)(4), unless the goods are goods 'of a kind ordinarily acquired for personal, domestic or household use or consumption' (as that expression is used in section 3 of the Australian Consumer Law), the liability of LexisNexis for loss, however caused (including by the negligence of LexisNexis), suffered or incurred by the Collector because of a failure to comply with an Australian Consumer Guarantee is limited to LexisNexis (at its election and to the extent applicable in the context of LexisNexis NFT):
    - (A) replacing the goods or supplying equivalent goods;
    - (B) repairing the goods;
    - (C) paying the cost of replacing the goods or of acquiring equivalent goods; or
    - (D) paying the cost of having the goods repairs;
  - (3) in respect of the services supplied under this agreement, subject to clause 15(a)(4), unless the services are 'services of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 3 of the Australian Consumer Law, the liability of LexisNexis for loss, however caused (including by the negligence of LexisNexis), suffered or incurred by the Collector because of a failure to comply with an Australian Consumer Guarantee is limited to LexisNexis (at its election and to the extent applicable in the context of LexisNexis NFT):
    - (A) resupplying the services; or
    - (B) paying the cost of having the services supplied again; and
  - (4) clauses 15(a)(2) and 15(a)(3) do not apply in relation to a guarantee pursuant to any of sections 51, 52 or 53 of the Australian Consumer Law or if it is not 'fair or reasonable' for the purposes of section 64A of the Australian Consumer Law for LexisNexis to rely on them.
- (b) Nothing in this agreement is intended to exclude, restrict or modify rights which the Collector may have under the Australian Consumer Law which may not be excluded, restricted or modified.

## 16 Contact

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Attention: LexisNexis Pacific Legal Department

E-mail: [customersupport@lexisnexis.com.au](mailto:customersupport@lexisnexis.com.au)

Phone: 1 800 772 772 Option 1 (8am to 6pm AEST), Monday-Friday

**Last updated:** March 2023

Schedule 1

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**Content** "Practical Guidance on Non Fungible Tokens (NFTs) authored by Stephen Fang, Special Counsel, Norton Rose Fulbright and Nick Bishop, Director, Not Centralised. Updated by the LexisNexis Legal Writer Team" July 2022

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**Live Content Version** The live version of the Content is hosted within LexisNexis Practical Guidance, AU Cybersecurity, Data Protection & Privacy

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**Blockchain** Ethereum

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**Approved Marketplace** [OpenSea](#)

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**Currency** Ether

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**Nominated Beneficiary** Médecins Sans Frontières

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**Royalty Rate** 5% of the purchase price of the LexisNexis NFT at the time of purchase

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