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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 contract</i> | These General Terms and Conditions form part of the agreement between LexisNexis Malaysia Sdn. Bhd. (“we”, “us”, “our” or “LN”) and the customer entity named on 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 1.4). |
| <i>What these terms cover</i> | These General Terms and Conditions apply to the use, by you and your Authorised Users, of the online subscription services and products supplied by LN (“Services”) and the materials available therein (“Materials”). |
| <i>How you can use the Services and Materials</i> | 1. LICENCE; RESTRICTIONS ON USE |
| <i>Use for internal purposes only: (i) research or study; (ii) professional services; and/or (iii) academic services</i> | 1.1. You are granted, a non-exclusive, non-transferable, limited licence to permit your Authorised Users (defined below in clause 2.1) to access and use the Services and Materials made available to you during the term of the Agreement, for the internal purposes only of (i) research or study, (ii) providing professional services to your clients, and/or (iii) providing academic services to students. This licence is subject to the following limitations: |
| <i>Not for public display</i> | (a) The right to electronically display Materials retrieved from the Services by an Authorised User is limited to the display of such Materials primarily for that Authorised User’s individual use, not for public display. This does not limit the number of Authorised Users who may individually access the Services at the same time. |
| <i>Authorised Printouts only</i> | (b) The right to obtain a printout of Materials is limited to a single printout of a reasonable portion of the Materials obtained using the printing or downloading commands of the Services or that Authorised User’s web browser software (“Authorised Printouts”). |
| <i>Some machine-readable copies can be kept for up to 90 days Keeping copies beyond 90 days where incorporated into advice or for legal, regulatory, or evidential requirements</i> | (c) The right to retrieve and store machine-readable copies of Materials is limited to the retrieval of a single copy of a reasonable portion of the Materials included in any individual file of the Services using the downloading commands of the Services or your web browser software and in respect of Services storage of that copy in machine readable form for no more than 90 days primarily for one Authorised User’s exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause 1.1(c) where: (i) the Materials have been incorporated into advice provided to a specific client in respect of a specific matter; and/or (ii) the Material is required to be kept for some legal, regulatory or evidential requirement. |
| <i>Do not infringe copyright</i> | (d) You may not use the Services or Materials in any fashion that infringes the copyright or proprietary interests therein. |
| <i>Do not remove copyright notices</i> | (e) You or your Authorised Users may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services. |
| <i>Creating own electronic database is prohibited</i> | (f) You or your Authorised Users must not create or permit the creation of any independently searchable database of the Materials. |
| <i>Automated access, search or storage, generative AI prohibited. Individual, manual search only</i> | (g) Except as specifically provided herein, you and your Authorised Users are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, using, or permitting the use of Materials retrieved from the Services. You or your Authorised Users may not print or download Materials without using the printing or downloading commands of the Services or your web browser software. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services is strictly prohibited. Unless otherwise agreed to by us in writing, use of the Services is permitted only via Authorised Users engaged in an active user session and may not be collected via automated or robotic methods. (h) Regardless of the data delivery method, neither the Services nor the Materials may be used in conjunction with a generative artificial intelligence solution. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities. (i) Some of the Services may utilise AI algorithms and technologies to provide various features, including generating content such as draft emails, contract clauses, summaries, or other legal documents. LN may provide responsive search results based on natural language queries or prompts that your Authorised Users provide while using the Services. AI systems may not always be accurate or error-free, which means your Authorised Users are responsible for verifying and cross-referencing any information provided in the Services. AI is not a substitute for professional advice, including legal, medical, financial, or any other specialised advice. (j) “User Data” means data, information, and content that you or any of your Authorised Users submits to, uploads to, or uses with, the Services. Customer hereby represents and warrants that User Data does not violate any law or infringe any rights of any third party, including but not limited to intellectual property rights. LN does not take any ownership rights in User Data. Documents you upload into the Services will be processed in a non-persistent state and will be secured in transit using transport layer security (TLS) encryption with support for cypher strength equivalent to or better than AES with a 256-bit key length. |

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| | Your documents are purged automatically from the system at the end of a user session or a period of inactivity, whichever occurs first. |
| <i>Commercial resale or redistribution is prohibited</i> | (k) You or your Authorised Users may not exploit or permit the exploitation of the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorised User offer any part of the Services or Materials for commercial resale or commercial redistribution in any medium nor may you or any Authorised User use the Services or the Materials to compete with the business of LN. |
| <i>We retain all intellectual property rights in the Services and Materials, as well as our trademarks</i> | 1.2. 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. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under licence. Neither you nor your Authorised Users acquire any ownership of copyright or other intellectual property rights or proprietary interest in the Services, Materials, or copies thereof. |
| <i>Third party terms may apply</i> | 1.3. Some of the Materials we provide are prepared by third parties and those third parties require you to agree to their terms, subject to applicable laws, as a condition of allowing us to provide those Materials to you. The terms of those third parties are set out set out at https://www.lexisnexis.com/en-us/terms/supplemental.page ("Supplemental Terms"). It is your responsibility to access the Supplemental Terms and determine which of those terms, if any, apply to the Services or Materials. |
| <i>Additional terms which apply to the Agreement with us, and order of precedence</i> | 1.4. Other provisions that govern you and your Authorised Users' use of the Services and Materials are set forth in your Order Form (including any terms and conditions displayed during any online order process and any agreed addendum), the Supplemental Terms, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services (collectively, the "Additional Terms"), all of which are incorporated by reference into the Agreement. To the extent there is any inconsistency between the Additional Terms and General Terms and Conditions, the Additional Terms prevail in the order that they appear above. |
| | 2. ACCESS TO SERVICES |
| <i>Definition of Authorised User</i> | 2.1. "Authorised Users" mean natural persons who are your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Services and Materials or Academic Users (as applicable), and your reasonable additional employees and support personnel authorised by both us and you but expressly excludes persons prohibited from access in accordance with clause 2.3 below. |
| <i>Definition of Fee Earner</i> | 2.2. For all customers excluding Academic Institutions, "Fee Earner" means a natural person/professional employee at a firm of lawyers, accountants, consultants, or other professionals who generates fee-based revenue for such firm on a full-time, part-time, or contract basis, but does not include paralegals or other paraprofessionals or other staff workers. A "Fee Earner" at a corporation or government or academic institution is a natural person/employee who will be issued an ID to use the Services. |
| <i>No access for persons subject to sanctions</i> | 2.3. You represent and warrant on an ongoing basis that you and your Authorised Users (a) are not Sanctioned Parties (as defined below); (b) will not provide access to the Services and Materials to any Sanctioned Party; (c) will not access the Services and Materials from a country subject to Sanctions List (as defined below) and/or applicable embargoes; and (d) will not use any Sanctioned Party in any manner in connection with this Agreement. Breach of this clause shall entitle LN to terminate immediately on written notice, without prejudice to any other rights available by law or contract. "Sanctions List" means each of (a) OFAC's list of Specially Designated Nationals ("SDN List"); (b) the UK's HM Treasury's Consolidated List of Sanctions Targets; (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (d) BIS's Entity List; or (e) any other applicable sanctions lists. "Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person (a) identified on any Sanctions List; or (b) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (a). |
| <i>You are responsible for Authorised Users</i> | 2.4 You must ensure that each person having access to the Services and Materials through your subscription: (a) is an Authorised User; and (b) is using those Services and Materials only in accordance with the Agreement. 2.5. You will be responsible for any use of the Services and Materials through your subscription. |
| <i>User IDs are personal and confidential to the individual. We may cancel any IDs that are shared with other persons, and you may be liable for additional charges for unauthorised use</i> | 2.6. We may provide access to the Services and Materials via identification numbers and passwords ("LN ID") or other methods. Any LN ID issued by us to an Authorised User is personal and confidential to that Authorised User. You will use reasonable commercial efforts to prevent unauthorised use of LN ID assigned to your Authorised Users and will promptly notify LN, in writing, if you suspect that a LN ID is lost, stolen, compromised, or misused. If we suspect that any LN ID is being used by an unauthorised user or a different Authorised User to the person to whom it was issued, that LN ID may be cancelled and you may be liable for additional charges as determined by LN, in respect of any such unauthorised use. |
| <i>Authorised Users have a limited right to access the content outside Malaysia</i> | 2.7. To comply with local privacy, data protection and other laws, each LN ID 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 is issued, except for short periods |

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| <i>and you agree to indemnify us for such use.</i> | not to exceed 30 continuous days. If we suspect an LN ID 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 LN ID or other method of access was issued. |
| <i>Authorised Users can only access subscribed content</i> | 2.8. Your LN ID(s) or other access method(s) may be restricted from accessing certain Materials for which you have not subscribed, but which would otherwise be available in the Services. |
| <i>Changes to the Materials and Services</i> | 2.9. Materials and features may be added to, enhanced, or withdrawn from the Services and the Services may otherwise be changed without notice. |
| 3. TERMS FOR SPECIFIC SERVICES | |
| <i>Additional terms for Lexis® Practical Guidance</i> | 3.1. For Customers subscribing to Practical Guidance, in addition to other rights granted under the Agreement, your Authorised Users may copy, revise, customise and use the forms, precedents and checklists in the Practical Guidance Materials for the purposes of any matter on which they are advising your clients; and make available to your clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such Practical Guidance Material is attributed to them. |
| <i>Additional terms for PSL</i> | 3.2. For Customer subscribing to PSL, the following additional terms apply: (a) you may copy, revise, customise and use the applicable Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of the applicable Materials (other than answers to queries, see clause 3.2(c)) on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting us (and third parties where such material is attributed to them). (b) You must not provide us with any confidential information which might: (i) identify the parties involved in a particular matter or identify a dispute; or (ii) breach any legal or professional duty. (c) If we answer a query raised by you through our LexisAsk service (or otherwise), you shall not provide this, or any answer supplied by us to you to any client or other third-party or permit any client or other third-party to be aware of or rely upon our provision of such an answer. You must consider all answers using your professional skills, and where used by you, you will do so at your own risk. (d) You recognise and accept that we may give answers to the same or similar queries asked by any of our customers and that any conflict which might arise between customers is waived. (e) You recognise and accept that: (i) we do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Materials (including answering a query) is either sufficient, up to date or appropriate for any particular or actual circumstances; and (ii) 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 practising lawyers. Nothing in the Services, or the Materials nor any receipt or use of the Services, 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. (f) Where, as a result of the use of any Service, you upload, store, or post any content, whether by the adaptation or amendments of our Materials or otherwise (the "Customer Materials"), you hereby grant to us a non-exclusive, non-transferable licence to incorporate the Customer Materials into the Services and Materials from your use and the use of any other customers/Authorised Users. (g) You shall indemnify and keep us indemnified on demand against any loss, injury, claim, liability, or damage of any kind that we suffer or incur as a result of any infringement of a third-party's intellectual property rights by the Customer Materials. |
| <i>Additional terms for Lexis® Clause Intelligence</i> | 3.3. For Customers subscribing to Clause Intelligence, the following additional terms apply: (a) In addition to other rights granted under the Agreement, you may copy, revise, download, customise and use the clause recommendations generated by Clause Intelligence for the purposes of any matter on which they are advising your clients; and make available to your clients, potential clients, and others copies of such content on a reasonable, non-systemic basis that is not commercially prejudicial to us, subject to crediting third parties (if applicable) where such material is attributed to them. (b) You may upload your file/document(s) ("CI User Documents") into Clause Intelligence. The upload functionality may be subject to technical limitations, such as file/document format limits. CI User Documents are only processed for the purposes of generating clause recommendations by Clause Intelligence. CI User Documents will only be stored temporarily during each user session and will be completely removed from Clause Intelligence within a reasonable time. (c) You must consider and adapt all clause recommendations generated by Clause Intelligence using your own professional skills, and where used by you, you will do so at your own risk. (d) When you upload CI User Documents into Clause Intelligence, you are responsible for ensuring that you, and your Authorised Users, do not disclose any confidential information which may be in breach of any applicable laws or any duty of confidentiality. We shall not be liable for any breach of any applicable laws or duties of confidentiality by you or your Authorised Users. (e) We are not obliged to store, maintain, back-up, retrieve or restore any CI User Document, content or clause recommendation that is lost or deleted by you. |

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| <i>Additional terms for Lexis® Analytics</i> | <p>3.4. For Customers subscribing to Analytics, the following additional terms apply:</p> <p>(a) You may upload your content into Analytics via a free text field or as a document (“Analytics User Content”). The upload functionality may be subject to technical limitations, such as document format limits. Analytics User Content is only processed for the purposes of generating a summary of legal themes and case law and legislation recommendations by Argument Analyser. Analytics User Content will only be stored temporarily during each user session and will be completely removed from Analytics within a reasonable time.</p> <p>(b) You must consider and adapt all recommendations generated by Analytics using your own professional skills, and where used by you, you will do so at your own risk.</p> <p>(c) When you upload your Analytics User Content into Analytics, you are responsible for ensuring that you, your Authorised Users, do not disclose any confidential information which may be in breach of any applicable laws or any duty of confidentiality. We shall not be liable for any breach of any applicable laws or duties of confidentiality by you or your Authorised Users.</p> <p>(d) We are not obliged to store, maintain, back-up, retrieve or restore any Analytics User Content, summary or recommendation that is lost or deleted by your Authorised Users.</p> |
| <i>Additional terms for Folders</i> | <p>3.5. The Services may contain a feature that will allow your Authorised Users to create work folders or workspaces (“Folders”) from research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorised Users to save copies of Materials made available by us, as well as links to Materials. Your Authorised Users may also share the Folders with third party LN authorised users; however, such third-party users will only be permitted to access Materials in the Folders for which they have a current subscription. We represent and warrant that the Folders will be under the exclusive control of your Authorised Users, and we will not access or otherwise review the content of Folders without your authorisation. Notwithstanding the foregoing, we may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Your Authorised Users are solely responsible for the content of their respective Folders. You must ensure that your Authorised Users do not upload content to the Folders that is defamatory, libellous, pornographic, or obscene, unless such content is reasonably related to professional responsibilities. Access to and use of the Folders may be subject to technical limitations such as storage limits, downtime for maintenance or third-party service availability. We are not responsible for backing up, or for any damage to or loss of, any content uploaded to the Folders. The Folders are provided “as is” and we make no warranties or guarantees in respect of uptime or accessibility of any content uploaded to the Folders, and we do not warrant that access to the Folders will be continuous or error-free. You agree to ensure that your Authorised Users use the Folders in accordance with any acceptable use limitations and guidelines as may be notified to you from time to time.</p> |
| 4. NATURE OF THE SERVICES | |
| <i>We warrant that we have the right to make the Services available</i> | <p>4.1. We represent and warrant that we have the right and authority to make the Services available to you pursuant to the Agreement.</p> |
| <i>What to expect from our Services and Materials</i> | <p>4.2. We will use commercially reasonable endeavours to ensure that the Services and Materials we provide are available, up to date and error free, however, you acknowledge that:</p> <p>(a) Materials analysing the law will only be current to the date recorded in the relevant Material.</p> <p>(b) Despite our use of such commercially reasonable endeavours, errors in, or interruptions to the availability of, the Services and Materials may occur.</p> <p>(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.</p> <p>(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.</p> <p>(e) To the extent permitted by law and subject to clause 4.1, 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.</p> |
| <i>We are not a law firm, and we are not providing legal services</i> | <p>4.3. 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, the Materials, or the Agreement 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> |
| <i>No enforcement by third parties except as provided</i> | <p>4.4. 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> |
| 5. LIMITATION OF LIABILITY | |
| <i>Our liability to you for breach of clause 4.2</i> | <p>5.1. Our liability to you for breach of our obligations under clause 4.2 of these General Terms and Conditions is limited to any one of the following as determined by us:</p> |

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| | (a) the supply of the Services again; or (b) the payment of the cost of having the Services supplied again. |
| | 5.2. 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> | 5.3. Subject to clause 5.5, neither party (or the Covered Parties) will be liable for any "indirect loss" being: (a) loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data; or (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 agreed to the Agreement as the probable result of the relevant breach, act or omission, and each party agrees that except as permitted by clause 5.5, it will not bring a claim for such indirect loss. |
| <i>There is generally a cap on the parties' liability</i> | 5.4. Subject to clause 5.5, 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 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> | 5.5. The limitations of liability in clauses 5.3 and 5.4 do not: (a) apply to any liability for breach of clause 1 (licence; restrictions on use), 2.3 (sanctions), 4.2 (our warranty), 7.2 (confidentiality); (b) apply to any liability for breach of clause 2.4(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 5.5(a); or (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). |
| <i>Definition of Covered Party</i> | 5.6. In the Agreement, "Covered Party" means: (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; (b) your officers, directors, and employees; and (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. |
| 6. TERM AND TERMINATION | |
| <i>The Agreement is for the Initial Period specified in your Order Form</i> | 6.1. The term of the Agreement is for the Initial Period specified in your Order Form ("Term") and any Renewal Period (as defined below). |
| <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. |
| <i>The Agreement will auto-renew for additional 12-month terms, unless terminated in accordance with clause 6.5</i> | 6.3. The Agreement will automatically renew on the date following the expiration of the Term 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 your Order Form or, if not, such increase will be notified to you before the Renewal Period. |
| <i>Either party may terminate for material breach, with 14 days' notice.</i> <i>We can suspend the Service or Materials if you breach the Agreement</i> | 6.4. A party ("Terminating Party") may terminate the Agreement (including the subscription for access to the Services and Materials): (a) 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. (b) LN 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. (c) Nothing in this clause is intended to limit our right to immediate termination or suspension in accordance with clause 2.3 (sanctions) or your payment obligations under the Agreement. If you fail to comply with any of your payment obligations in this Agreement any charges due shall become payable immediately and we will pursue any remedy legally available to us and seek our legal costs and other expenses incurred from you. |
| <i>You can terminate by giving notice at least 90 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 90 days' written notice, to expire the day before the commencement of the next Renewal Period. |

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| <i>We can terminate at any time on 60 days' notice</i> | 6.6. LN may terminate the Agreement (in whole or in part) by giving at least 60 days' written notice. |
| <i>Our obligations to you on termination</i> | 6.7. 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>Effect of termination. Clauses that survive termination</i> | 6.8. On termination of the Agreement: (a) any licence granted under the Agreement, other than any perpetual licence, terminates; (b) clauses 1.2 (right, title and interest), 5 (limitation of liability), 7.2 (confidentiality); 7.6 (jurisdiction) of the General Terms and Conditions, and any other clauses which should, by their nature, survive termination, shall survive. |
| | 7. OTHER |
| <i>How we can amend the Agreement</i> | 7.1. LN may make the following changes: (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. (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 LN 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 Term) to us. 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>The terms of the Agreement are confidential</i> | 7.2. 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. |
| <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 by the provider thereof. 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 help.my@lexisnexis.com or to your account representative. 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 by you</i> | 7.5. You may not assign your rights or delegate your duties under the Agreement or any Additional Terms without our prior written consent. |
| <i>The laws of Malaysia apply</i> | 7.6. The Agreement shall be governed by and construed in accordance with the laws in force in Malaysia and each party submits to the exclusive jurisdiction of the courts of Malaysia. |
| <i>Third parties may assert and enforce the Agreement</i> | 7.7. Where applicable, each affiliated company of LN and each third-party supplier of Materials has the right to assert and enforce clause 1 (licence and restrictions on use) of these General Terms and Conditions. |
| <i>Data protection</i> | 7.8. You are responsible for the legality of the personal data that you or your Authorised Users provide to us. To the extent that you or your Authorised Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that we will process such information in accordance with the data protection laws, the LN 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 section shall have the meanings ascribed to them in the DPA. |
| <i>Capitalised terms</i> | 7.9. Capitalised terms not defined in these General Terms and Conditions have the meaning given to those terms in your Order Form. |
| <i>Severability</i> | 7.10. 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> | 7.11. The Agreement constitutes the entire agreement between the parties concerning the subject matter of these General Terms and Conditions and supersedes all previous communications, representations, inducements, undertakings, agreements, or arrangements between the parties. |
| <i>Credit Checks</i> | 7.12. You hereby authorise LN to conduct credit checks with third parties as LN deem appropriate in order to provide you with access to the Services. This credit checks can be conducted at any time by LN during the term of the Agreement. Subject to Clause 6.4, if you do not pay the invoiced amount in full within the time stipulated in the invoice, LN may, a) charge interest on amounts outstanding at a rate equal to 1.5% per month or the highest rate permitted by law; and b) submit your account to a collection agency. LN will seek our legal costs and all other expenses including but not limited to amounts that LN pays to any collection agency to act on LN's behalf. |

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| <i>Merger or Other Combination.</i> | 7.13. If you merge or otherwise combine your business with another subscriber to the Services, this Agreement will survive and continue according to its terms unless another arrangement is negotiated in good faith with LN. |
| <i>Parties not privy to this Agreement</i> | 7.14. Nothing in this Agreement shall be deemed to create any right in any person or entity that is not a party to this Agreement except as specifically provided in this Agreement and this Agreement shall not be construed in any respect to be an agreement in whole or in part for the benefit of any other party, person, or entity. No consent of third-party is required for any variation or termination of this Agreement. |
| 8. TERMS SPECIFIC TO ACADEMIC INSTITUTION | |
| <i>Definition of Academic Users</i> | 8.1. Enrolled students, active faculty, and administrative staff, as applicable based upon Customer's specific subscription. In addition, for Customer's whose subscription includes access for their on-campus libraries, the term "Academic User" may also include walk-in library patrons at Customer's onsite library provided that all such use by walk-in library patrons is occasional and insubstantial, initiated by the patron, and is not detrimental to the interests of LN. All such usage of the Services by walk-in patrons must be on-site at the library. Customer shall notify LN in writing of any material change in the number of Academic User certified herein and the subscription fees may increase/decrease accordingly. Upon the request of LN, Customer will recertify the current total number of Academic Users at Customer's department/location. If applicable, at LN's request from time to time, Customer shall confirm its then-current full-time enrollment to LN in writing. |
| <i>Type of Academic Institution access</i> | 8.2. LN may provide access to the Services only by one or more of the following methods: (a) Authorised User ID and password. (b) Internet Protocol ("IP") domain address filtering, whereby Customer provides LN with IP addresses registered to Customer and vouchsafes that these IP addresses are associated only with sites controlled by Customer, which include but not limited to static IP Address or IP-Based Authentication (c) Proxy Server IP address filtering, whereby Customer provides LN with IP addresses of a proxy server belonging to or operated on behalf of Customer and vouchsafes that proxy server access is granted only to Authorised Users located at Customer or to remote users that have been authenticated as Authorised Users by Customer, using a secure patron authentication system. (d) Security Assertion Markup Language (SAML) – primarily for single sign-on (SSO) whereby allows Customer to log in once with a single set of credentials and access to multiple systems including the Services. |
| <i>You are responsible for your Academic Users/ Authorised Users</i> | 8.3. You are responsible for all use of the Services accessed via the designated IP addresses, including associated charges, whether by Authorised Users or others. You will make reasonable commercial efforts to prevent unauthorised access to the designated IP addresses and will promptly notify LN, in writing, if you suspect that access security for a designated IP address has been compromised or if a designated IP address is no longer assigned to you. |