

<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 NZ Limited NZBN 9429039011855 (“ we ”, “ us ” or “ our ”) 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 1.8).
<i>What these terms cover</i>	These General Terms and Conditions apply to the use, by you and Authorised Users, of the subscription services and products supplied by LexisNexis (“ Services ”) and the materials available therein (“ Materials ”).
<i>How you can use the Services and Materials</i>	1. LICENCE; RESTRICTIONS ON USE
<i>Your licence is subject to restrictions</i>	1.1. You are granted, a non-exclusive, non-transferable, limited licence to permit Authorised Users (defined below in clause 2.1) to access and use, in the ordinary course of your operations, the Services and Materials made available to you during the term and subject to the restrictions in the Agreement.
<i>What you may do</i>	1.2. Subject to all other restrictions in the Agreement, you may: (a) only when performed via the functionality within the Services: (i) share Materials with other Authorised Users; (ii) make printouts of the Materials; and (iii) download Materials; and (b) only when downloaded or printed using the functionality within the Services: (i) on a reasonable, non-systemic basis that is not commercially prejudicial to us, provide Materials to persons who are not Authorised Users; (ii) excerpt or quote insubstantial portions of the Materials; (iii) store Materials to the extent that they have been incorporated into specific work product; and (iv) store Materials to the extent required for legal or regulatory compliance.
<i>What you may not do</i>	1.3. You may not: (a) access or use the Services via mechanical, programmatic, robotic, scripted or any other automated means; (b) except under clauses 1.2(b)(iii) and 1.2(b)(iv): (i) store Materials in a database; or (ii) store Materials for more than ninety days; (c) offer any part of the Services or Materials to any third party for commercial resale or commercial redistribution; (d) use the trademarks, service marks or logos of LexisNexis, its affiliates or third-party licensors without express prior written consent; (e) remove or obscure copyright or other notices contained in the Materials; (f) attempt to reverse engineer or otherwise derive any of the computer programs, source code or methodology related to the Services; (g) 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: (i) the Services and/or Materials remain under the control of the Customer and are not provided to third parties; and (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. For the purpose of this clause, “AI Technology” does not include LexisNexis Services. (h) use the Services or Materials to compete with LexisNexis; or (i) 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>Intellectual property rights in the Services and Materials</i>	1.4. To the extent permitted by law, all right, title, and interest (including all copyrights and other intellectual property rights) in the Services and Materials (including any Outputs, defined in clause 4.6) belong to us or our third party suppliers. 1.5. To the extent that any intellectual property rights (including in any Outputs) do not automatically belong to us or our third party suppliers, you agree to immediately, irrevocably and without charge, take all steps required to effectively assign all such intellectual property rights to us, as well as irrevocably waive any moral rights therein. 1.6. LexisNexis does not claim intellectual property rights in any Customer Information (defined in clause 4.8) contained in Outputs. LexisNexis grants no rights to you or third parties except as provided in the Agreement.

<i>Additional terms which apply to the Agreement with us, and order of precedence</i>	1.7. 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 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. 1.8. Other provisions that govern your and 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 LexisNexis Terms of Trade available at https://www.lexisnexis.co.nz/en/terms-and-conditions, 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. References to "Services" in the Terms of Trade shall be references to Services and Materials as defined herein, for the purpose of the Agreement. References to "Customer" or "you" in the Terms of Trade shall be references to you or Customer as defined herein, for the purposes of 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 Legal Users or Academic Users (as applicable), and your reasonable additional employees and support personnel authorised by both us and you but expressly excludes external professional service providers and persons prohibited from access in accordance with clause 2.4 below.
<i>Definition of Academic User</i>	2.2. For Academic Institutions, "Academic Users" means the total number of New Zealand-based unique students enrolled in courses taught by members of the law faculty. "Academic Institution" means a tertiary education institution established or continued under the Education and Training Act 2020.
<i>Definition of Legal User</i>	2.3. For all customers excluding Academic Institutions, "Legal Users" means all of your New Zealand-based employees, contractors (to the extent performing dedicated work exclusively for you), partners, incoming secondees or, for chambers, barristers who: (a) provide legal or related services (including, but not limited to, compliance, conveyancing, migration and intellectual property/patent services) which are billed to your clients; or (b) are involved in a legal advisory role.
<i>Sanctions representations and warranties</i>	2.4. You agree to the following sanctions representations and warranties: https://www.lexisnexis.com/global/sanctions-clause/en.page . 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 your Authorised Users</i>	2.5. 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. 2.6. 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>	2.7. 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. If we suspect that an 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, 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 content outside New Zealand and you agree to indemnify us for such use</i>	2.8. 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 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. This clause does not apply to Lexis Red.
<i>Authorised Users can only access subscribed content</i>	2.9. 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>	2.10. 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 the remainder of the Price Plan Period or Renewal Period (as applicable), relative to the proportionate value of the affected Materials or Services.

	3. TERMS FOR SPECIFIC SERVICES
<i>Additional terms for the Lexis Red® Service</i>	3.1. For Customers subscribing to the Lexis Red Service, in order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application ("Red App") terms and conditions as may be amended from time to time and which are available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under the Agreement, titles on Lexis Red that are specified in the Agreement are licenced to you in perpetuity subject to the Agreement and the foregoing. Notwithstanding anything to the contrary in these General Terms and Conditions, Authorised Users will not be required to delete any Lexis Red title from their device upon termination. Authorised Users will be able to maintain the "main work" that they have accumulated onto their device in perpetuity subject to the licence conditions in the Agreement and the Red App Conditions. Upon termination of a particular Lexis Red title subscription: (a) Authorised Users may continue to use the Lexis Red content purchased as at the date of termination and continue to use the Red App subject to the licence conditions in the Agreement and to the Red App Conditions, at your and their own risk; (b) we are not obliged to store, maintain, back-up, retrieve or restore any Lexis Red content that is lost or deleted by Authorised Users; and (c) you and your Authorised Users will no longer receive content amendments, access to links within the title, updates to the Lexis Red technology, or support or maintenance from us and any annotations Authorised Users make will not continue to synchronise between devices. As such you acknowledge that this could impact the usability of the Lexis Red content from termination. You may only receive updates in the Red App, as made generally available without fee, from time to time. 3.2. For the avoidance of doubt, by maintaining each of your Lexis Red title subscriptions, you will receive updates to the content on those Lexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.
<i>Additional terms for Lexis® Clause Intelligence</i>	3.3. For Customers subscribing to Clause Intelligence, the following additional terms apply: (a) In order to access and use Clause Intelligence, you must maintain, at a minimum, a current subscription to New Zealand Forms and Precedents. (b) You acknowledge that any clause recommendations generated by Clause Intelligence are only generated using the Materials from New Zealand Forms and Precedents and Practical Guidance modules to which you have subscribed.
<i>Additional terms for Lexis® Argument Analyser</i>	3.4. For Customers subscribing to Argument Analyser, the following additional terms apply: (a) In order to access and use Argument Analyser, you must maintain, at a minimum, a current subscription to the CaseBase® Service and Unreported Judgments. (b) You acknowledge that any recommendations generated by Argument Analyser are only generated using CaseBase Materials, Materials from Unreported Judgments and any other case law and legislative Materials to which you have subscribed.
<i>Additional terms for Folders</i>	3.5. The Services may contain a feature that will allow Authorised Users to create work folders or work spaces ("Folders") from research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow Authorised Users to save copies of Materials made available by us, as well as links to Materials. Authorised Users may also share the Folders with third party LexisNexis 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 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. 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.
<i>Additional terms for the Lexis+® Service</i>	3.6. For Customers subscribing to the Lexis+ Service, the following additional terms apply: (a) in order for Authorised Users to access and use the Lexis+ Service you must maintain, at a minimum, a current subscription to CaseBase Case Citator, NZ Unreported Judgments, NZ Legislation Suite, at least one qualifying NZ Practical Guidance module and any other Materials notified to you by us prior to subscribing to the Lexis+ Service under the Agreement; and (b) content to which you have subscribed will be accessed via the Lexis+ platform.
<i>Additional terms for the Lexis+ AI® Service</i>	3.7. For Customers subscribing to the Lexis+ AI Service, the following additional terms apply: (a) In order to access and use the Lexis+ AI Service, you must maintain a current subscription to the Lexis+ Service and the associated minimum content package. (b) The primary hosting location for the Lexis+ AI Service is Australia. If our third-party cloud services fail or significantly degrade resulting in a material impact to the Lexis+ AI Service, 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 Lexis+ AI Service 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.
<i>Additional terms for the Lexis® Create+ Service</i>	3.8. The Lexis Create+ Service is a proprietary product developed by LexisNexis to integrate LexisNexis content directly within Microsoft® Word. In order to use the Lexis Create+ Service, Customer must: (a) have a paid-up licence to the requisite Microsoft® Office software;

	(b) meet the technical requirements specified on the Lexis Create+ app source page (Lexis Create app source page (https://appsource.microsoft.com/en-gb/product/office/WA200004714) for the proper operation of the software (collectively, the "System Requirements"); and (c) provision the Service on Customer's system via one of the processes set out in clause 3.9 below. Provisioning 3.9. In order to access the Lexis Create+ Service, it must first be provisioned on Customer's system. LexisNexis does not perform any installation services and our proprietary technology which allows enrichment of Customer's content is not installed behind Customer's firewall. Customer will not receive any transfer of tangible property. All provisioning will be implemented through activation by the Customer of the installation file that is hosted on the Microsoft AppSource website or provided by LexisNexis. Customer will provision the product functionality at an individual desktop level by individual Authorised Users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement. Create+ Libraries 3.10. The Lexis Create+ Service contains features that allow Authorised Users to save user generated content ("Create+ Libraries") that are associated solely with their respective LN IDs. Authorised Users may delete Create+ Libraries at any time. Create+ Libraries are included in the definition of Customer Information (see clause 4.8) for the purposes of the Agreement. Hosting 3.11. The primary hosting location for the Lexis Create+ Service is Australia. If our third-party cloud services fail or significantly degrade resulting in a material impact to the Lexis Create+ Service, 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, functionality permitting the Lexis Create+ Service to interact with 'this doc' 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.
<i>Additional terms for DMS integration</i>	3.12. Certain LexisNexis Services are available with the addition of Document Management System ("DMS") integration functionality. Where a customer has subscribed to a Service with DMS integration: (a) LexisNexis will use reasonable efforts to assist Customer with the integration of its contract repository with the applicable LexisNexis Service in a timely manner; (b) Customer agrees to reasonably cooperate with LexisNexis to facilitate the integration process. 3.13. Customer acknowledges that our ability to provide the DMS integration is dependent upon certain factors outside of our control, including: (a) Customer's timely cooperation; (b) the accuracy and completeness of any information and data that Customer provides to us; and (c) compatibility with Customer's DMS. 3.14. The total price payable for any Service with added DMS integration includes our work to assist with the integration process. Hosting 3.15. The primary hosting location for DMS integrations is Australia. If our third-party cloud services fail or significantly degrade resulting in a material impact to any DMS integrations, you authorise us to failover from the primary hosting location to a secondary location provided by our existing artificial intelligence cloud providers. If such a failover occurs and the secondary location is outside of Australia, the affected DMS integration 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.
	4. NATURE OF THE SERVICES
<i>Contracting out of the Consumer Guarantees Act</i>	4.1. You confirm that you are acquiring, or holding yourself out as acquiring, the Services and Materials in trade and you agree that, to the extent permitted by law, you are contracting out of the Consumer Guarantees Act 1993 ("CGA") (to the extent that the CGA would otherwise apply to any matters covered by the Agreement).
<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 available to you pursuant to the Agreement.
<i>What to expect from our Services and Materials</i>	4.3. 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: (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 draft emails, contract clauses, summaries or other legal documents (“AI Services”). LexisNexis may provide responsive search results based on natural language queries or prompts that Authorised Users provide while using the 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) To the extent permitted by law, 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.
<i>We are not a law firm and we are not providing legal services</i>	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 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.
<i>No enforcement of the Agreement by third parties except as provided</i>	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.
<i>Your Prompts, Documents and Information</i>	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. 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: (a) secured in transit and at rest; and (b) except where required to be retained by law, purged: (i) by LexisNexis within a reasonable time, having regard to the nature of the relevant feature; or otherwise (ii) upon deletion by the Authorised User. (c) Upload functionality for Customer Documents may be subject to technical limitations, such as document format limits. 4.8. “Customer Information” means Prompts and Customer Documents and Create+ Libraries (defined in clause 3.10) together. Except to the extent that Customer Information contains LexisNexis content, LexisNexis: (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: (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 by LexisNexis to train any AI Technology. 4.9. 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.
	5. LIMITATION OF LIABILITY
<i>Liability under the Consumer Guarantees Act</i>	5.1. No clause of these General Terms and Conditions, other than clause 4.1, limits or excludes our liability to you under the CGA.
<i>Our liability to you for breach of clause 4.3</i>	5.2. To the extent permitted by law, our liability to you for breach of our obligations under clause 4.3 of these General Terms and Conditions is limited to: (a) in the case of goods, to any one of the following as determined by us: (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 (b) in the case of services, to any one of the following as determined by us: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.
	5.3. 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>	5.4. Subject to clause 5.6, neither party (or the Covered Parties) will not 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 5.6, it will not bring a claim for such indirect loss.
<i>There is generally a cap on the parties' liability</i>	5.5. Subject to clause 5.6, 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 otherwise, arising under 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>	5.6. The limitations of liability in clauses 5.4 and 5.5 do not: (a) apply to any liability for breach of clause 1 (licence; restrictions on use), 2.4 (sanctions), 4.2 (our warranty), 7.2 (confidentiality); (b) apply to any liability for breach of clause 2.5(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 5.6(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>	5.7. 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 minimum period specified in your Order Form</i>	6.1. The term of the Agreement is the minimum period specified in your Order Form (" Price Plan Period ") and any Renewal Period.
<i>You cannot cancel a subscription or Services during the Price Plan Period</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> <i>We will tell you the price for the renewed term at least 45 days prior to the Renewal Period</i>	6.3. The Agreement will automatically renew on the date following the expiration of the 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.
<i>Either party may terminate for material breach, with 14 days' notice</i> <i>We can suspend the Services 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) 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. 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. Nothing in this clause is intended to limit our right to immediate termination in accordance with clause 2.4 (sanctions) or your payment obligations under the Agreement.
<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>If the Agreement is a small trade contract, you have additional termination rights during any Renewal Period</i>	6.6. In addition to your termination rights under the Agreement, if the Agreement with you is a "small trade contract" under the Fair Trading Act 1986, at any time during any Renewal Period, you may terminate 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>Our obligations to you on termination</i>	6.8. 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>	6.9. On termination of the Agreement: (a) any licence granted under the Agreement, other than any perpetual licence, terminates; (b) clauses 1.4 (right, title and interest), 5 (limitation of liability), 7.2 (confidentiality); 7.6 (jurisdiction) of these General Terms and Conditions, and any other clauses which should, by their nature, survive termination, shall survive.
<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.
<i>We have additional termination rights where you have signed up online</i>	6.11. For Customers who have entered the Agreement online via LexisNexis' online marketplace, in addition to any other termination rights we may have, we may immediately terminate the Agreement (in whole or in part) in the event that: (a) any material information or confirmation provided by you during the online order process is incorrect or misleading; or (b) you fail to perform a payment obligation in accordance with the Agreement.
	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>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 customersupport@lexisnexis.co.nz . 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 without our prior written consent.
<i>The laws of NZ apply</i>	7.6. The Agreement shall be governed by and construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand.
<i>Third parties may assert and enforce the Agreement</i>	7.7. 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. 7.8. Where a clause of the Agreement grants or refers to a third party right or entitlement, you or we (as applicable): (a) hold the clause on trust for the relevant third party; and (b) are entitled to enforce those rights or entitlements on behalf of each person for whom they are held on trust. 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.
<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 and agree that we will process such information 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 section shall have the meanings ascribed to them in the DPA.
<i>Capitalised terms</i>	7.11. Capitalised terms not defined in these General Terms and Conditions have the meaning given to those terms in your Order Form.

<i>Severability</i>	7.12. 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 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.