

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	
Parties to the contract	These General Terms and Conditions form part of the agreement between LexisNexis, a division
	RELX (Singapore) Pte. Ltd. ("we", "us", "our" or "LN") and the customer entity named on the Ord
	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 yo
	Order Form (see clause 1.4).
What these terms cover	These General Terms and Conditions apply to the use, by you and your Authorised Users, of the
What these terms cover	online subscription services and products supplied by LN ("Services") and the materials availab
	therein ("Materials").
How you can use the	1. LICENCE; RESTRICTIONS ON USE
Services and Materials	
Use for internal purposes	1.1. You are granted, a non-exclusive, non-transferable, limited licence to permit yo
only:	Authorised Users (defined below in clause 2.1) to access and use the Services ar
(i) research or study;	Materials made available to you during the term of the Agreement, for the internal purpose
(ii) professional services;	only of (i) research or study, (ii) providing professional services to your clients, and/or (i
and/or	providing academic services to students.
(iii) academic services	This licence is subject to the following limitations:
Not for public display	(a) The right to electronically display Materials retrieved from the Services by an Authorise
	User is limited to the display of such Materials primarily for that Authorised User's individu
	use, not for public display. This does not limit the number of Authorised Users who ma
	individually access the Services at the same time.
Authorised Printouts only	(b) The right to obtain a printout of Materials is limited to a single printout of a reasonab
	portion of the Materials obtained using the printing or downloading commands of the
	Services or that Authorised User's web browser software ("Authorised Printouts").
Some machine-readable	
	(c) The right to retrieve and store machine-readable copies of Materials is limited to the
copies can be kept for up	retrieval of a single copy of a reasonable portion of the Materials included in any individu
to 90 days	file of the Services using the downloading commands of the Services or your web brows
	software and in respect of Services storage of that copy in machine readable form for r
Keeping copies beyond	more than 90 days primarily for one Authorised User's exclusive use. Insubstanti
90 days where	electronic copies of the Materials may be stored beyond the time restriction referred to
incorporated into advice	this clause 1.1(c) where: (i) the Materials have been incorporated into advice provided to
or for legal, regulatory, or	specific client in respect of a specific matter; and/or (ii) the Material is required to be ke
evidential requirements	for some legal, regulatory or evidential requirement.
Do not infringe copyright	(d) You may not use the Services or Materials in any fashion that infringes the copyright
	proprietary interests therein. The access granted to you and your Authorised User shall t
	subject to the rights granted under the applicable copyright laws.
Do not remove copyright	(e) You or your Authorised Users may not remove or obscure the copyright notice or oth
notices	notices contained in Materials retrieved from the Services.
Creating own electronic	(f) You or your Authorised Users must not create or permit the creation of any independent
database is prohibited	searchable database of the Materials.
Automated access,	
search or storage,	prohibited from downloading, storing, reproducing, transmitting, displaying, printin
generative AI prohibited.	copying, distributing, using, or permitting the use of Materials retrieved from the Service
Individual, manual	You or your Authorised Users may not print or download Materials without using the printir
search only	or downloading commands of the Services or your web browser software. All access to ar
-	use of the Services via mechanical, programmatic, robotic, scripted or any other automate
	means not provided as part of the Services is strictly prohibited. Unless otherwise agree
	to by us in writing, use of the Services is permitted only via Authorised Users engaged
	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 use
	in conjunction with a generative artificial intelligence solution. Use of the Services
	permitted only via manually conducted, discrete, individual search and retrieval activities
	(i) Some of the Services may utilise AI algorithms and technologies to provide variou
	features, including generating content such as draft emails, contract clauses, summarie
	or other legal documents. LN may provide responsive search results based on natur
	language queries or prompts that your Authorised Users provide while using the Service
	Al systems may not always be accurate or error-free, which means your Authorised Use
	are responsible for verifying and cross-referencing any information provided in th
	Services. Al is not a substitute for professional advice, including legal, medical, financia
	or any other specialised advice.
	(j) "Customer Documents" means files that you or any of your Authorised Users upload to th
	Services. Customer hereby represents and warrants that Customer Documents do n
	violate any law or infringe any rights of any third party, including but not limited to intellectu
	property rights. LN does not take any ownership rights in Customer Documents. Custom
	Documents will be processed in a non-persistent state and will be secured in trans
	Customer Documents are purged automatically from the system at the end of a us
	session or period of inactivity, whichever occurs first.



## **GENERAL TERMS AND CONDITIONS**

GLOBAL PLATFORM

Commercial resale or	(k)	You or your Authorised Users may not exploit or permit the exploitation of the goodwill o
redistribution is prohibited		LN, including its trademarks, service marks, or logos without the express written consen of LN. Additionally, under no circumstances may you or any Authorised User offer any par 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.
We retain all intellectual property rights in the Services and Materials, as well as our trademarks	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 ou 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.
Third party terms may apply	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 a <a href="https://www.lexisnexis.com/en-us/terms/supplemental.page">https://www.lexisnexis.com/en-us/terms/supplemental.page</a> ("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.
Additional terms which apply to the Agreement with us, and order of precedence	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. ACCESS TO SERVICES
Definition of Authorised User	<b>2.</b> 2.1.	"Authorised Users" mean natural persons who are your employees, temporar employees, students, partners/members, and contractors dedicated to performing worl exclusively for you (to the extent those categories of persons are appropriate to you situation) are eligible to access and use the Services and Materials or Academic Users (are 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.
Definition of Fee Earner	2.2.	For all customers excluding Academic Institutions, "Fee Earner" means a natural person/professional employee at a firm of lawyers, accountants, consultants, or othe professionals who generates fee-based revenue for such firm on a full-time, part-time, o contract basis, but does not include paralegals or other paraprofessionals or other stat 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.
No access for persons subject to sanctions	2.3.	You agree to the following sanctions representations and warranties https://www.lexisnexis.com/global/sanctions-clause/en.page
You are responsible for Authorised Users	2.4 (a) (b) 2.5.	You must ensure that each person having access to the Services and Materials through your subscription: is an Authorised User; and is using those Services and Materials only in accordance with the Agreement. You will be responsible for any use of the Services and Materials through your subscription
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	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, o 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.
Authorised Users have a limited right to access the content outside Singapore and you agree to indemnify us for such use.	2.7.	To comply with local privacy, data protection and other laws, each LN ID or other metho 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 period not to exceed 30 continuous days. If we suspect an LN ID or other method of access i being used to access the Services and Materials outside the country for which it is issue for a period in excess of 30 continuous days, we may suspend the relevant access. Yo indemnify us against any loss, injury, claim, liability, or damage of any kind resulting in an way from use of the Services and Materials from outside the country for which the LN ID c other method of access was issued.
Authorised Users can only access subscribed content	2.8.	Your LN ID(s) or other access method(s) may be restricted from accessing certain Material for which you have not subscribed, but which would otherwise be available in the Services
Changes to the Materials and Services	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
Additional terms for Lexis® Practical Guidance	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.
Additional terms for PSL	3.2. (a) (b) (c)	For Customer subscribing to PSL, the following additional terms apply: 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). 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. 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) (e)	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. 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 (li) 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, or opinion whatsoever on behalf of us or our more more more than the service of th
	(f)	staff. 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 " <b>Customers Materials</b> "), 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.
Additional terms for Lexis <sup>®</sup> Clause Intelligence	3.3. (a)	For Customers subscribing to Clause Intelligence, the following additional terms apply: 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.



Additional terms for Lexis <sup>®</sup> Analytics	3.4. (a) (b) (c) (d)	For Customers subscribing to Analytics, the following additional terms apply: 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. 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. 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. We are not obliged to store, maintain, back-up, retrieve or restore any Analytics User
	0.5	Content, summary or recommendation that is lost or deleted by your Authorised Users.
Additional terms for Folders	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 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 limits that access to the Folders will be continuous or error-free. You agree to ensure that your Authorises use the Folders will be continuous or error-free.
	4.	limitations and guidelines as may be notified to you from time to time. NATURE OF THE SERVICES
We warrant that we have the right to make the Services available	4.1.	We represent and warrant that we have the right and authority to make the Services available to you pursuant to the Agreement.
What to expect from our	4.2.	We will use commercially reasonable endeavours to ensure that the Services and Materials
Services and Materials	(a) (b) (c) (d) (e)	we provide are available, up to date and error free, however, you acknowledge that: Materials analysing the law will only be current to the date recorded in the relevant Material. Despite our use of such commercially reasonable endeavours, errors in, or interruptions to the availability of, the Services and Materials may occur. Al systems may not always be accurate or error free, which means Authorised Users are responsible for verifying and cross-referencing any information provided in the Services. 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. 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. To the extent permitted by law and subject to clause 4.1, the Services and Materials are provided on an "as is", "as available"
We are not a law firm,	4.3.	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. We are not a law firm; we do not represent or advise clients in any matter and are not
and we are not providing legal services		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.
No enforcement	4.4.	Except as provided in the Agreement, it is not intended that the Agreement between us and
by third parties except as provided		you should be enforceable by any third party.



	5.	LIMITATION OF LIABILITY
Our liability to you for breach of clause 4.2	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:
	(a)	the supply of the Services again; or
	(b) 5.2.	the payment of the cost of having the Services supplied again. A party's liability to the other for loss or damage of any kind (including loss or damage
	0	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.
Liability for consequential	5.3.	Subject to clause 5.5, neither party (or the Covered Party) will be liable for any "indirect
loss is excluded	(0)	loss" being: loss of profits, contracts, business, revenue, goodwill, anticipated savings, business
	(a)	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
There is generally a cap	5.4.	5.5, it will not bring a claim for such indirect loss. Subject to clause 5.5, the aggregate liability of a party (or the Covered Party) to the other
on the parties' liability	0.1.	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.
Limitations on liability do	5.5.	The limitations of liability in clauses 5.3 and 5.4 do not:
not apply in certain cases	(a)	apply to any liability for breach of clause 1 (licence; restrictions on use), 2.3 (sanctions), 4.1 (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
	(c)	and Materials in accordance with the clauses specified in this clause 5.55(a); or 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
Definition of Covered	5.6.	termination of the Agreement due to your breach). In the Agreement, "Covered Party" means:
Party	(a)	us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or
	(b)	assign of us or our affiliates;
	(b) (c)	your officers, directors, and employees; and 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
	6.	their affiliates. TERM AND TERMINATION
The Agreement is for the	6.1.	The term of the Agreement is for the Initial Period specified in your Order Form ("Term")
Initial Period specified in		and any Renewal Period (as defined below).
your Order Form You cannot cancel a	6.2.	Subject to any rights of termination you may have, you may not cancel a subscription or
subscription or Services		change the delivery or access format for the Services during the Term.
during the Term The Agreement will auto-	<u> </u>	
renew for additional 12-		The Agreement will automatically renew on the date following the expiration of the Term
	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
month terms, unless	6.3.	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
terminated in accordance	6.3.	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
-	6.3.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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
terminated in accordance	0.3.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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
terminated in accordance	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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
terminated in accordance with clause 6.5 Either party may terminate for material	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") may terminate the Agreement (including the subscription for access to the Services and Materials):
terminated in accordance with clause 6.5 Either party may		for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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
terminated in accordance with clause 6.5 Either party may terminate for material breach, with 14 days' notice.	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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 (" <b>Breaching Party</b> "), 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
terminated in accordance with clause 6.5 Either party may terminate for material breach, with 14 days' notice. We can suspend the	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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 (" <b>Breaching Party</b> "), 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
terminated in accordance with clause 6.5 Either party may terminate for material breach, with 14 days' notice.	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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 (" <b>Breaching Party</b> "), 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
terminated in accordance with clause 6.5 Either party may terminate for material breach, with 14 days' notice. We can suspend the Service or Materials if	6.4.	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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 (" <b>Breaching Party</b> "), 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. LN may suspend providing the Services or Materials to you for any period that we
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terminated in accordance with clause 6.5 Either party may terminate for material breach, with 14 days' notice. We can suspend the Service or Materials if you breach the	6.4. (a) (b)	for additional 12-month terms (each a " <b>Renewal Period</b> ") 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. A party (" <b>Terminating Party</b> ") 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 (" <b>Breaching Party</b> "), 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. 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. 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 in this Agreement any charges due shall become payable bie evone payable immediately and we will pursue any remedy legally



days prior to the start of the next Renewal Period		
We can terminate at any time on 60 days' notice	6.6.	LN may terminate the Agreement (in whole or in part) by giving at least 60 days' written notice.
Our obligations to you on termination	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.
Effect of termination. Clauses that survive termination	6.8. (a) (b)	On termination of the Agreement: any licence granted under the Agreement, other than any perpetual licence, terminates; 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.
We have additional termination rights where you have signed up online	6.9. (a)	For Customers who have entered the Agreement online via LexisNexis' online marketplace available at <u>https://store.lexisnexis.com/en-sg/subscription</u> , in addition to any other termination rights we may have, we reserve the right to immediately terminate the Agreement (in whole or in part) if: any material information, documents or confirmation provided by you during the online
	(b) 7.	order process are found to be inaccurate or misleading; or you fail to perform a payment obligation in accordance with the Agreement. OTHER
How we can amend the Agreement	7.1. (a)	LN may make the following changes: 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) (c)	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. 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.
The terms of the Agreement are confidential	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.
How we may give each other notices	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.sg@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.
No future waiver	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.
Assignment by you	7.5.	You may not assign your rights or delegate your duties under the Agreement or any Additional Terms without our prior written consent.
The laws of Singapore apply	7.6.	The Agreement shall be governed by and construed in accordance with the laws in force in Singapore and each party submits to the non-exclusive jurisdiction of the courts of Singapore.
Third parties may assert and enforce the Agreement	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.
Data protection	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 <a href="https://www.lexisnexis.com/global/privacy/privacy-policy.page">https://www.lexisnexis.com/global/privacy/privacy-policy.page</a> and the LexisNexis Data Processing Addendum at <a href="https://www.lexisnexis.com/global/privacy/privacy-policy.page">https://www.lexisnexis.com/global/privacy/privacy-policy.page</a> and the LexisNexis Data Processing Addendum at



Entire Agreement         C11.         The Agreement constitutes the entire agreement between the parties concention, or corrangements between the parties.           Credit Checks         7.11.         The Agreement constitutes the parties.         Credit Checks         7.12.           Credit Checks         7.12.         You hereby submines LN to conduct credit check 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 till within the time sipulated in the invoice, LN may, a) charge interest on amounds outstanding at a rate equal to 1.5% per month or the highest one pay the invoiced amount in tall within the dimension agency. LN will see the partite to provide you with access to the Services, the combination.           Merger or Other         7.13.         If you merge or otherwise combine your business with another subscripter to the Services, this Agreement the list agreement shall be deemed to create any right in any person or entity that is not a party on this Agreement the 200 of Singapore is harety spondically provided in this Agreement the 200 of Singapore is harety spondically provided in the Agreement shall be deemed to create any right in any person or entity. No created third party is to appreciate the control of any created to third party is a paylicable based upon Customer's specific subscription. If advised and this appreciate the advised and the subscription fees may approace is harety spondically avoided in tall such use by walkin partons in and the subscription fees may appreciate the advised of the advised and the subscription fees may applicable based upon Customer's specific subscription. If apolicable based upon Cu	<b>—</b>		
Credit Checks         7.12. You hereby authorise LN to conduct credit checks with hird parties as LM 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 apple the inviced amount in Juli within the time situational collicotion agreen. LN will seek on Fegal permitted by Java and b) submit your account to a collection agreen. LN will seek on regar- ments of any and the service and the service according to 1.5% per month or the highest rate permitted by Java and bo submit your accounts to accollection agreen. LN will seek on Fegal costs and all other set on Statuting the service according to its terms unless another arrangement is negotiated in good tath with LN.           Parties not privy to this Agreement will survive and continue according to its terms unless another arrangement is not a party to this Agreement shall be deemed to create any right in any person or remity. Not sond appriv to other agreen service as specificately sociuded.           Parties not privy to this Agreement shall not be construct in any respect to be an agreement in whole or inpart for the benefit of any dother party, person, centrity. No consent of third-greents (Rights of Thurd Parties) Ad. 2001 of Singprive is hereby specificately sociuded.           Delinition of Academic Usars         8.         TERMS SPECIFIC TO ACADEMIC INSTITUTION Enrolled Stuteworks. All such usage of the Services by walk-in partors must be on-site at the interest of LN. All such usage of the Services by walk-in partors must be on-site at the interest of LN. All such usage of the Services by walk-in partors must be on-site at the interest of LN. All such usage of the Services by walk-in partors must be on-site at the interest of LN. All such usage of the Services by walk-in partors must be on-si	Entire Agreement	7.11.	communications, representations, inducements, undertakings, agreements, or
<ul> <li>in order to provide you with access to the Services. This ciredit checks can be cirodicated any time by UM during the term of the Agreement. Subject to Classe 6.4. If you do no pay the invoiced amount in full within the ine stipulated in the invoice, LN may, a) charge interest on amounts outstanding at rate equal to 15% per month or the highest our legal costs and all other expenses including but not limited to amounts that LN pays to any collection agency. LN will seed to 18% per monthe do the subscription to the Services. The other expenses including but not limited to amounts that LN pays to any collection agency to act on LN's behalt.</li> <li>Merger or Other 7.1.1. If you mays to otherwise combine your business with another subscripter to the Services. The individual in the Contract Registry of the terms of the services and the argument match is a greement and this agreement and this agreement and the some policitation of the Contracts (Rights of Third Parties) Act 2001 of Singapore is hereby specifically excluded.</li> <li>B. TERMS SPECIFIC TO ACADEMIC INSTITUTION</li> <li>B. Enrolled students, active faculty, and administrative staff, as applicable based upon Customer's based customer's how matching in the subscription includes access for their on-campus libraries, the term 'Academic User' may also include walk-in library partons is consolicable shared into a subscription includes access for their on-campus libraries, the term 'Academic User' may also include walk-in library partons is consolicable and unsubscription includes access for their on-campus libraries, the term 'Academic User' may also include walk-in library partons is consolicable ascess.</li> <li>Pye of Academic User cellifica herein and the subscription includes access for their on-campus libraries, the term 'Academic User' may also include walk-in library partons is consolicable ascess.</li> <li>Yee of Academic User' Authorised User (Contem Shift) for the walk-in library partons is consolicable ascess.<td>Ore alit Ob a alva</td><td>7 4 0</td><td></td></li></ul>	Ore alit Ob a alva	7 4 0	
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