

## 通用条款与条件

### GENERAL TERMS AND CONDITIONS

用于 LexisNexis China/实践指引/监管预警服务（“订阅”）

of use for the LexisNexis China/Practical Guidance/Compliance Intelligence Services (“Subscription”)

以下通用条款与条件（“**条款与条件**”）以及针对每份产品的产品条款旨在管辖励德爱思唯尔信息技术（北京）有限公司及其分公司（合称“**LN**”）提供的在线服务（“**在线服务**”）及其可用资料（“**资料**”）的使用。“**贵方**”或“**贵方的**”一词，不论以大写或小写形式，应当指接受本条款与条件并与 LN 签订技术服务协议的实体（例如，公司、企业、合伙企业、独资企业等）、学术机构或政府机构。“**我方**”一词，不论以大写或小写形式，应当指 LN 或 LexisNexis。

The General Terms and Conditions listed below (the “**GTC**”) and product terms for each respective product govern use of the online services (the “**Online Services**”) and materials available therein (“**Materials**”) provided by Reed Elsevier Information Technology (Beijing) Co Ltd. and its affiliated companies (collectively “**LN**”). The terms “**you**” and “**your**” in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietorship, etc.), academic institutions or government agency accepting the GTC and entering into a Technical Subscription Agreement (the “**TSA**”) with LN. The term “**we**” in uppercase or lowercase shall mean LN or LexisNexis.

## 1. 服务 Services

1.1 我方应向贵方提供能使贵方使用订单所列之在线数据库及信息（“**数据库及信息**”），访问其包含的特定资料和内容（“**资料**”）的特定技术服务（“**服务**”），并且协助贵方通过 [www.lexiscn.com](http://www.lexiscn.com) 网站（“**网站**”）访问数据库及信息。

We shall provide you with certain technical services (“**Services**”) enabling you to use the online databases and information set forth in Order Form (“**Databases and Information**”), access certain materials and content contained therein (“**Materials**”) and facilitating such use by providing you access to the Databases and Information through the website, [www.lexiscn.com](http://www.lexiscn.com) (“**Website**”).

1.2 受任何可能适用于特定资料的补充条款的制约，贵方被授权享有一项非排他的、不可转让的限制性许可，使贵方能够为访问数据库及信息之目的而不时访问和使用服务和资料，但仅限于以下目的：(i) 研究或学习，(ii) 向贵方客户提供专业服务，及/或 (iii) 向学生提供学术服务。本许可受下述限制约束：

Subject to any Supplemental Terms which may apply for specific Materials, you are granted a non-exclusive, non-transferable, limited licence to access and use the Services and Materials from time to time made available to you for the purposes of accessing the Databases and Information only for (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:

(a) 获取资料打印件的权利限于使用通过用以查看数据库及信息的在线服务或贵方的网页浏览器软件发出的打印指令而获得的资料合理部分的打印件，及使用用来浏览数据库及信息的在线服务或贵方的网页浏览器软件的下指令而生成下载的所下载资料合理部分的单份打印件（合称为“**授权打印件**”）；及

The right to obtain a printout of Materials is limited to a printout of a reasonable portion of the Materials using the printing commands of the online service used to view the Databases and Information, or your web browser software, and the creation of a single printout of a reasonable portion of the Materials downloaded via downloading commands of the online service used to view the Databases and Information, or your web browser software (collectively, “**Authorized Printouts**”); and

(b) 对机读材料副本进行检索和储存的权利限于使用通过用以浏览数据库及信息的在线服务或者贵方的网页浏览器软件的下指令而检索的资料合理部分的单一副本，并主要为单人专用之目的将该机器的可读副本存储不超过 90 天。在本 1.2 (b) 条所列举的下列情况发生时，非实体性电子副本可超过上述时间限制而被存储：(i) 资料已成为就特定事务向特定客户出具之建议的一部分，及/或(ii)根据相关法律、法规或者证据方面的要求，资料应被保存。本条款内容受贵方首要义务的约束，即贵方不得用数据库及信息中的内容创建其自有的且可供搜索的资料数据库。本条受特

对特定资料的补充条款中关于这些资料储存的进一步限制或禁止的规定的约束。

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 using the downloading commands of the online service used to view the Databases and Information, or your web browser software and storage of that copy in machine readable form for no more than 90 days primarily for one person’s exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause 1.2(b) 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. This clause is subject to the overriding obligation upon you not to create your own independently searchable database of the Materials contained in the Databases and Information. This clause is also restricted to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for specific Materials.

1.3 在适用的版权法的明示允许下，且(i)不在关于特定资料的补充条款的限制或禁止范围内；(ii)在合理、非系统性及不在商业上危害我方的基础上，贵方可对授权打印件进行复印，并分发该授权打印件及其复印件（但不包括对询问的回答）。如果该资料由第三方提供，则需说明该资料来自于第三方。

To the extent expressly permitted by applicable copyright law and (i)not further limited or prohibited by the Supplemental Terms for specific Materials, (ii) on a reasonable, non-systematic basis that is not commercially prejudicial to us, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies (other than answers to queries). If Authorized Printouts subject to crediting third parties, such materials shall be attributed to them.

1.4 严格禁止通过机械化、程序化、自动化、脚本式或任何其他自动化方式接入或使用在线服务。除非 LN 另行书面同意，仅允许个人用户在活跃的用户会话内使用，不得通过自动或机器方法收集在线服务。无论采用何种数据传输方式，在线服务获取内容均不得与生成式 AI 解决方案结合使用。

Accessing or using the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via individual users engaged in an active user session and may not be collected via automated or robotic methods. Regardless of the data delivery method, neither the Online Services nor the Materials may be used in conjunction with a generative artificial intelligence (“AI”) solution.

1.5 部分在线服务利用人工智能算法和技术（包括生成式人工智能）提供各种服务，包括内容生成如草拟邮件、合同条款、摘要及其他法律文件。LN 可能会根据授权用户在使用在线服务时提供的自然语言查询或提示提供响应式搜索结果。人工智能系统可能不是始终准确或无错误的，即授

权用户有责任验证和相互参照在线服务中提供的任何信息。人工智能不能替代专业建议，包括法律、医疗、财务或其他专业建议。

Some of the Online Services utilize AI algorithms and technologies, including generative AI, to provide various features, including content creation 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 Authorized Users provide while using the Online Services. AI systems may not always be accurate or error-free, which means Authorized Users are responsible for verifying and cross-referencing any information provided in the Online Services. AI is not a substitute for professional advice, including legal, medical, financial, or any other specialized advice.

1.6 数据库及信息（包括打印和机读形式）中的一切权利、所有权与权益（包括全部版权和其他知识产权）属于我方或我方的第三方供应商。贵方不能取得任何本协议中的数据库及信息、资料或副本的任何版权、其他知识产权或者所有权益。

All right, title, and interest (including all copyrights and other intellectual property rights) in the Databases and Information (in both print and machine-readable forms) belong to us or our third party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Databases or Information, Materials or copies thereof.

1.7 作为使用服务的后果，贵方上传、存储或张贴任何内容，无论通过改编或修改我方资料或其他，贵方在此授予我方一项永久的、非独占的、不可转让的免费许可，以使我方将上述资料整合进入服务和资料，供贵方和其他订阅方/授权用户使用。

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 you hereby grant to us a permanent, non-exclusive, non-transferable licence free of charge to incorporate the above Materials into the Services and Materials for your use and the use of any other subscribers/Authorized Users.

1.8 除非本协议有具体规定，贵方不得以任何侵犯本协议中版权或所有权益的方式使用通过服务访问的数据库及信息。

Except as specifically provided herein, you may not use the Databases and Information accessed through the Services in any fashion that infringes the copyright or proprietary interests therein.

1.9 贵方不得移除或隐藏通过服务检索的资料中包含的版权通知或其他通知。

You may not remove or obscure the copyright notice or other notices contained in Materials retrieved through the Services.

1.10 其他规范贵方对数据库及信息的使用行为的规定存在于对贵方适用的技术服务协议、关于特定资料的补充条款、网站上的使用条款、文档的在线说明、选择文档后的在线通知和所检索的单个文档之中（合称为“附加条款”），所有上述附加条款以引述方式存在于本协议中。

Other provisions that govern your use of the Databases or Information are set forth in your applicable Technical Service Agreement, the Supplemental Terms for specific Materials, the Terms of Use set forth on the Website, online descriptions of files, online notices following file selection, and individual documents retrieved (collectively, the "Additional Terms"), all of which are incorporated by reference into this Agreement.

## 2. 访问服务

### Access to Services

2.1 只有经我方和贵方共同授权的贵方员工及支持人员有权通过服务访问和使用数据库及信息（“授权用户”）。

Only your employees and support personnel authorized by both us and you shall be entitled to access and use the Databases and Information through the Services ("Authorized Users").

2.2 除偶然用于临时的、短期的旅行外，贵方不得在身份账号被许可的国家以外使用该身份账号访问服务和资料。

Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Services and Materials from outside the country for which it was issued.

2.3 贵方的身份账号可能受限无法访问服务中存在的特定资料。

Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services.

2.4 数据库及信息中的资料和功能可增加或减少，数据库及信息内容的其他变化无须通知。

Materials and features may be added to or withdrawn from the Databases and Information and the Databases and Information otherwise changed without notice.

2.5 贵方必须确保通过服务访问数据库及信息的每一个人：You must ensure that each person having access to the Databases and Information through the Services:

(a)均为授权用户；且  
is an Authorized User; and

(b)仅依据本协议和附加条款的规定使用数据库及信息。  
is using the Databases and Information only in accordance with this Agreement and the Additional Terms.

2.6 贵方不得：

You shall not:

(a)通过服务存储、分发或传播非法的、不诚实、欺诈的、诽谤性、有害的、暴力的、损害名誉的、淫秽的、扰乱秩序或进攻性（与种族歧视相关）的内容；帮助不法行为；描绘色情照片；或推动非法暴力或对性别、肤色、种族、宗教信仰、性倾向、残疾的歧视或其他非法行为；或违反法律、法令、规范标准或相关部门的行为守则的内容；

Store, distribute or transmit any content through the Services that is unlawful, dishonest, fraudulent, libelous, harmful, aggressive, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, or discrimination based on gender, colour, race, religious belief, sexual orientation, disability, or any other illegal activities; or breaches any laws, statute, regulations standards, or codes of practice of any relevant authority;

(b)试图反汇编、逆向工程、反编译或以其他方式减少任何服务到人类感知的形式；或

Attempt to disassemble, reverse engineer or reverse compile, or otherwise reduce to human-perceivable form any of the Service; or

(c)为询问之目的，向我方提供任何保密信息，该保密信息可能(i)识别参与特定事项的当事人或识别争议；或(ii)违反法律或职业责任。

Provide us with any confidential information for the purpose of a query which might (i) identify the parties involved in a particular matter or identify the dispute; or (ii) breach any legal or professional duty.

2.7 如果我方回答贵方询问，则在贵方利用专业技能认定该答复之前或贵方采纳该答复并将其整合至贵方提供给客户的建议中之前，贵方不得将我方案案提供给任何客户或第三方，或允许任何客户或第三方获知或依赖我们的回答内容。

In the event that we answer a query raised by you, 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 without the answer first being considered by you using your professional skills, and where adopted by you, being incorporated into your own advice to your client.

2.8 贵方认可并接受，我方可能对任何订阅方提出的相同或类似询问提供答案，如上述答案有任何冲突均应豁免。

You recognise and accept that we may give answers to the same or similar queries asked by any of our subscribers and that any conflict which might arise between subscribers is waived.

2.9 “用户数据”是指贵方或贵方的任何授权用户上传、上传到在线服务或与在线服务一起使用的数据、信息和内容。贵方特此声明并保证，用户数据不违反任何法律或侵犯任何第三方的任何权利，包括但不限于知识产权。LN 不对用户数据拥有任何所有权。贵方或贵方的任何授权用户上传到在线服务的文档将以非持久状态进行处理，并将使用传输层安全性（TLS）加密在传输过程中受到保护，该加密支持等于或优于 AES 的密码强度，密钥长度为 256 位。贵方的文档会在用户会话结束时或处于非活动状态（以先到者为准）自动从系统中清除。

“User Data” means data, information, and content that you or any of your Authorized Users submits to, uploads to, or uses with, the Online Services. You 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 or your Authorized Users upload into the Online 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. Your documents are purged automatically from the system at the end of a user session or a period of inactivity, whichever occurs first.

### 3. 有限保证 Limited Warranty

3.1 LN 声明并保证，其拥有依照本条款与条件明确授权向贵方及贵方的授权用户提供在线服务和资料的权利和权限。LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this GTC.

3.2 在符合第 3.1 条的前提下，在法律允许的最大范围内，在线服务和资料均为按“现状”和“按现有”原则提供，除非本条款与条件有明确的相反规定。我方排除所有声明、保证和担保，不论明示或默示，不论依据法律、贸易或以其他方式产生，包括但不限于，在线服务和资料目前和将来均是完整无误的，或者我方可持续获取信息以使在线服务和资料始终保持最新状态。

SUBJECT TO CLAUSE 3.1 AND TO THE MAXIMUM EXTEND PERMITTED BY LAW, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND, UNLESS EXPRESSLY STATED TO THE CONTRARY IN THIS GTC, WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, BY STATUTE, TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THAT THE ONLINE SERVICES AND MATERIALS ARE OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO ENABLE US TO KEEP THE ONLINE SERVICES AND MATERIALS UP-TO-DATE.

### 4. 责任限制 Limitation of Liability

4.1 在法律允许的最大限度内，豁免方（定义见下文）不应应对任何以下情况导致的任何形式的损失、伤害、主张、责任或损害赔偿负责：（a）任何数据库和信息中出现的错误或遗漏，（b）任何通过服务对数据库和信息无法访问或访问中断的情形，（c）贵方对数据库和信息及资料的使用或误用（无论贵方在使用或误用数据库和信息时是否从豁免方处获得过任何协助），（d）贵方就数据库和信息使用的任何设备，（e）数据库和信息的内容，（f）超出豁免方合

理控制范围外的任何延迟履行或履行失败，或（g）与我方履行本协议项下义务有关的豁免方或其雇员、承包方或代理人的任何过失行为。

To the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Databases and Information available or not included therein, (b) any unavailability or interruption to the supply of the Databases and Information through the Services, (c) your use or misuse of the Databases and Information or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Databases and Information), (d) your use of any equipment in connection with the Databases and Information, (e) the content of Material, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this Agreement.

4.2 “豁免方”指的是（a）我方、我方附属方，及我方或我方附属方的任何管理人员、董事、雇员、分包商、代理人、继任者或受让人；和（b）数据库和信息的第三方供应商及其附属方，以及该第三方供应商及其附属方的任何管理人员、董事、雇员、分包商、代理人、继任者或受让人。“Covered Party” means (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and (b) each third-party supplier of the Databases and Information, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of the Databases and Information or any of their affiliates.

4.3 我方因违反任何法律下规定的且本协议无法给予合法修正或合法排除的条件和保证而向贵方承担的责任，在法律允许的限度内，应被限定在我方选择重新提供服务或支付因重新提供服务而产生的费用。本协议无任何内容试图排除我方因过失导致死亡或人身伤害的责任。

Our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at our option to supplying the Services again or paying for their re-supply. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any negligence by us.

4.4 我方对贵方所负的因任何形式的损失或损害（包括由过失产生的损失或损害）而产生的责任应根据贵方所导致或应对该损失或损害负责任的部分进行减免。

Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

4.5 受限于第 4.3 条的规定，因数据库和信息、资料服务产生的或与之相关的各豁免方的累积责任，不应超过贵方的实际直接损失数额或者贵方自索赔产生之日起的前 12 个月时段内就在线服务所支付的金额，以二者较小者为准。贵方获取对该损失数额的货币赔偿的权利应取代贵方可以向任何豁免方主张的全部其他赔偿。

SUBJECT TO CLAUSE 4.3, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE SERVICES DATABASES AND INFORMATION OR MATERIALS SHALL NOT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.6 受限于第 4.3 条的规定，无论豁免方是否有过失，对在线服务、资料或任何豁免方无法履行其义务引起、导致或



相关的，任何形式的特殊损失、非直接损失、附带损失或结果性损失（包括但不限于法律服务费用），豁免方不应承担责任。

SUBJECT TO CLAUSE 4.3, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

4.7 贵方对数据库和信息的使用应仅为参考之目的，该使用不能被作为或试图作为专业建议或专业判断的替代，或在特殊情形下作为所提供的法律意见。

Your use of the Databases and Information is for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances.

4.8 贵方认可并接受：

You recognize and accept that:

(a) 我方并非律师事务所；我方不就任何事项代表客户或向客户提供建议且不受专业责任及执业律师的职责约束。服务、资料、协议、对服务的接受或使用均不能被解释为提供法律服务性质的建议或诉求，也不能以我方或我方建立律师与委托人的关系或代表我方或我方人员提供法律代表、建议或意见。

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.

(b) 我方雇员未必是执业律师或大律师。贵方务必通知代表贵方使用服务的个人，我方及我方雇员都不作为执业律师或大律师提供法律意见。

You recognise and accept that our employees may not be practicing solicitors or barristers. You must inform any individual using the Service on your behalf that neither we nor our employees are giving legal advice either as practising solicitors or barristers or otherwise.

4.9 在我方付出合理努力保证数据库和信息内容不断更新的同时，在可能产生损失或损害的情况下，贵方应在依赖任何信息前对该信息进行独立验证或取得独立建议。

Whilst reasonable efforts are made to keep the Databases and Information up to date, you should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

4.10 任何由我方向授权用户发放的密码和身份账号皆属于该授权用户个人且应被保密。如果我方怀疑该密码或身份账号被该授权用户之外的未授权用户或另一个授权用户使用，该密码或身份账号可以被取消。

Any password/ID number issued by us to an Authorized User is personal and confidential to that Authorized User. If we suspect that any password/ID is being used by an Unauthorized User or a different Authorized User to the person to whom it was issued, that Password/ID may be cancelled.

## 5. 个人数据保护

### Personal Data Protection

贵方应负责确保贵方或授权用户向 LN 提供的个人数据的合法性。如果贵方或授权用户向 LN 提供个人数据用于账户注册或其他目的，双方承认并同意，LN 将根据数据保护法、LexisNexis 隐私政策 (<https://www.lexisnexis.com/global/privacy-policy>) 以及 LexisNexis 数据处理附录 (<https://www.lexisnexis.com/global/privacy/processing-terms>) ( “DPA” ) 处理该等信息。本合同中使用但未定义的术语具有 DPA 中赋予的含义。

acy/privacy-policy.page) 以及 LexisNexis 数据处理附录 (<https://www.lexisnexis.com/global/privacy/processing-terms>.page) ( “DPA” ) 处理该等信息。本合同中使用但未定义的术语具有 DPA 中赋予的含义。

You are responsible for the legality of the personal data that you or Authorized Users provide to us. To the extent that you or Authorized Users provide personal data to us for a 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> 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.

## 6. 其他事项

### Miscellaneous

#### 6.1 期限和终止 Terms and Termination

(1) 如协议为固定期限，则：

本协议及补充条款，可以根据下文所述进行不定期修改或由书面协议修改：费用和支付条款可根据对贵方适用的价格表进行修改；其他所有条款可经由依我方通知而立即修改。如果贵方无法接受更改，贵方可在通知我方后立即终止对访问服务的订阅。在任何条款修改后继续使用服务则视同接受该修改。

我方至少可提前 60 日前发出终止本协议（全部或部分）的通知。我方在此情形下的唯一义务是按比例退还任何预付金额。

If the agreement is fixed term,

This Agreement, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by us immediately upon notice. Your subscription for access to the Services may be terminated immediately upon notice to us if any change is unacceptable. Continued use of the Services following any change constitutes acceptance of the change.

We may terminate this Agreement (in whole or in part) by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance.

(2) 如协议为自动续订，则：

本协议期限为期限规定的最短期间。除非贵方根据本条下述向我们提供终止通知，否则，本协议将在期限届满后自动延续一段与期限规定的期间相同的或如无规定时为 12 个月的额外期限（均为“续展期”）。在此情形下，贵方应支付的年度价格应等于为本协议中一年期限的服务费，加上按每年 5%（或上年度实际使用水平，按价高的计算）来计算额外期限时间产生的价格，并依此计算其随后的期限。本协议及补充条款，可以根据下文所述进行不定期修改或由书面协议修改：费用和支付条款可根据对贵方适用的价格表进行修改；其他所有条款可经由依我方通知而立即修改。如果贵方无法接受更改，贵方可在通知我方后立即终止对访问服务的订阅。在任何条款修改后继续使用服务则视同接受该修改。任何一方均可经通知后终止本协议。贵方可在至少提前 90 日的情况下向我方发出终止本协议（全部或部分）的书面通知（“客户通知期间”），协议将于订单表中约定的起始日的周年日前一天或期限或续展期最后一天终止（以较长者为准）。我方至少可提前 60 日前发出终止本协议（全部或部分）的通知。我方在此情形下的唯一义务是按比例退还任何预付金额。

If the agreement is auto-renewal,

This Agreement is for the minimum period specified in the Term. This Agreement will automatically renew on the date following the expiration of the Term for additional terms equal in duration to the period specified in the Term or where not specified for additional 12-month terms (each a “Renewal Term”) unless you provide us with a notice of termination in

accordance. In such circumstance, the total annual price paid by you will be equal to the service fee applied in one year of the Agreement plus 5% per annum (or actual usage level for the preceding year, whichever is the higher) for the duration of the additional Term, and so on for subsequent Terms. This Agreement, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by us immediately upon notice. Your subscription for access to the Services may be terminated immediately upon notice to us if any change is unacceptable. Continued use of the Services following any change constitutes acceptance of the change.

Either party may terminate this Agreement upon notice to the other. You may terminate this agreement (in whole or in part) by giving us at least 90 days' written notice ("Customer Notice Period"), to expire the day before the anniversary of the commencement date or last day of the period (whichever is the longer) set forth in the Term as specified in the Order Form or Renewal. We may terminate this Agreement (in whole or in part) by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance.

6.2 如贵方未能履行本协议下的义务，我方可不经通知暂停或中止向贵方提供服务并寻求任何其他法律允许的救济。

We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

6.3 在未获得另一方事先书面同意之前，双方不得向任何第三方披露本协议的细节或与本协议相关的任何协商内容。Neither party will disclose to any third-party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without the prior written consent of the other.

6.4 除本协议另有说明外，此处向贵方发出的所有通知及其他讯息应为书面形式或在贵方访问数据库或信息时以电子化方式显示。向贵方发出的通知，如经邮寄，则视邮寄之日为向贵方恰当传达该信息之日；当访问数据库或信息时，通知的恰当传达之日应为首次访问日；如以其他方式传达，则以收到通知之日为恰当传达日。给我方的通知应发送给贵方的账户代表。

Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically when you access the Databases and Information. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, when accessing the Databases and Information; or on the date received, if delivered in any other manner. Notices to us should be sent to your account representative.

6.5 如果贵方的组织结构发生任何变化，包括但不限于合并、收购和分割，或组织机构扩张而导致本协议下适用的雇员人数发生显著变化，贵方应在该等变化发生后立即通知我方。双方应善意协商合理地调整服务费，以反映该等变化。

If any change happens in your organization structure, including but not limited to merger, acquisition and division, or any expansion thereof results in a substantial change in the number of your employees under this Agreement, you shall promptly notify us of the change in the number of employees upon the occurrence of such changes, and the parties shall discuss in good faith the reasonable adjustment of the service fee to reflect such changes.

6.6 我方或任何第三方未能执行本协议项下任何条款的行为不构成且不应被解释为对此条款本身及对在以后执行该条款的权利的放弃。

The failure of us or any third party to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.7 在获得我方事先书面同意之前，贵方不得转让或对其在本协议或任何补充条款下的权利或义务进行授权。

You may not assign your rights or delegate your duties under this Agreement or any Additional Terms without our prior written consent.

6.8 数据库和信息的各第三方供应商或出版商有权作为第三方受益人自行主张并执行这些条款。

Each third-party supplier or publisher of the Databases and Information has the right to assert and enforce these provisions directly on its own behalf as a third-party beneficiary.

6.9 除我方提供的知识产权的所有者外，任何第三方不得在本协议项下获得任何权利。

Save for the owners of any intellectual property supplied by us, no third parties shall acquire any rights under this Agreement.

6.10 客户在持续的基础上陈述并保证其自身和授权用户：

(a) 不是受制裁方；(b) 不会向任何受制裁方提供访问产品的权限；(c) 不会从任何被列入制裁名单和/或适用禁运限制的国家访问产品；以及(d) 不会以任何方式在与本协议有关的方面使用任何受制裁方。如违反本条款，LexisNexis 有权通过书面通知立即终止协议，而该等终止不影响其根据法律或合同规定享有的任何其他权利。

You represent and warrant on an ongoing basis that it and the Authorized Users: (a) are not Sanctioned Parties; (b) will not provide access to the Product to any Sanctioned Party; (c) will not access the Product from a country subject to Sanctions List 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.

“制裁名单”指任何下述名单：(a) 美国海外资产控制办公室（OFAC）的特别指定国民名单（“SDN 名单”）；(b) 英国财政部的制裁对象综合清单；(c) 欧盟的受欧盟金融制裁的个人、团体和实体综合清单；(d) 美国商务部产业与安全局（BIS）的实体清单；或(e) 任何其他适用的制裁名单。

“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.

“受制裁方”指美国、英国、欧盟或其他相关当局实施的制裁或出口管制措施所针对的任何人士（实体或个人），包括但不限于符合以下情形的任何人士：(a) 已列入任何制裁名单的；或(b) 由符合以上(a)项的人士直接或间接、单独或合计拥有或以其他方式控制 50% 或以上权益的。

“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).

6.11 如果贵方出具了与服务相关的采购订单或者其它文件，其将仅用于贵方的内部目的，并且将不以任何形式修改或影响访问服务的条款和条件。

If you issue a purchase order or other document relating to the Services, it will be for your internal purposes only and will in no way modify or affect any of the terms or conditions for access to the Services.

## 附件 A 学术机构特别条款

### EXHIBIT A Academic Institution Special Terms

除一般条款和条件外，该特别条款仅适用于学术机构且在明确规定的限度内修改了一般条款。如一般条款和条件与该特别条款存在冲突或不一致，以该特别条款为准。

The Special Terms are in addition to the GTC for Academic Institutions only and amend those General Terms to the limited extent expressly stated herein. In the event of any conflict or inconsistency between the GTC and The Special Terms, The Special Terms shall take precedence.

#### 1. 授权用户 AUTHORIZED USERS

特别条款专为学术机构及其部门、学院成员、图书馆和信息雇员、全职学生及订阅方指定的其他“授权用户”提供。任何人员未持有一个大学、专科学校或大学授权的有效身份证件编号的，即不是授权用户。授权用户的定义取决于贵方的机构类型：

These Special Terms are offered to academic institutions and departments, faculty members, library and information staff, full time students and other students designated by the Subscriber to be 'Authorized Users'. Any person who does not possess an authorized and valid school, college or university identification number is not an Authorized User. The definition of Authorized Users depends on the type of institution that you are:

高等教育机构：招收的学生、在职教师、在职全体教职工和行政工作人员。此外，无关联、无预约的图书馆读者仅在下列情况下才是授权用户：其在贵方图书馆现场使用服务，其对服务的所有使用均是偶尔的和非大量的，与其使用其他图书馆资源的方式一致，且不被 LN 视为对 LN 或其内容提供者的利益有害（“授权访客用户”）。任何人未持没有经授权且有效的学院或大学身份证明的任何人均不是授权用户，但授权访客用户除外。

Higher Education Institutions: Enrolled students, active instructors, active faculty, and administrative staff. In addition, unaffiliated, walk-in library patrons may be Authorized Users only if they use the Services on-site at Subscriber's library and all use of the Services is occasional and insubstantial, initiated by the patron, consistent with their use of other library resources and is not deemed by LN to be detrimental to the interests of LN or its content providers ("Authorized Walk-In Users"). Any person, other than an Authorized Walk-In User, who does not possess an Authorized and valid college or university identification, is not an Authorized User.

初等和中等教育机构：招收的学生和现有的教学和管理工作人员。

Primary and Secondary Education Institutions: Enrolled students and current teaching and administrative staff.

公共图书馆系统：图书馆系统的工作人员、图书馆注册读者，以及在图书馆现场使用服务的图书馆读者。

Public Library Systems: Staff of the library system, registered patrons of the library, and library patrons using the Services on-site at the library.

#### 2. 使用服务 USE OF SERVICE

该等特别条款受限于服务的使用应是为直接与学术作业相联系的的研究或教学之目的。订阅方或授权用户不得为使用服务代表第三方支付或收取继续使用的费用，或为使用在线服务由第三方支付或收取继续使用的费用。

These Special Terms are subject to the Services being used for research for educational purposes directly linked to the academic coursework. No onward charge should be made, or compensation received, by the Subscriber or Authorized Users for the use of the Services on behalf of or by third parties.

#### 3. 下载及重复使用在线资料 DOWNLOADING AND RE-USE OF MATERIALS FROM THE ONLINE SERVICES

为上述第2条所述之目的，订阅方及授权用户可以（无需额外支付费用）：

For the purposes described in paragraph 2 above the Subscriber and Authorized Users may, at no extra charge.

(a) 使用网页浏览器发出的打印指令而获得的资料的打印件，及使用网页浏览器软件的下载指令而生成的所下载资料的单份打印件。

obtain a printout of material using the printing commands of the web browser and create a **single printout** of material downloaded via downloading commands of the web browser.

(b) 使用屏幕上特殊的打印和下载按钮，从一个搜索的结果中打印和下载仅供个人使用的最多 10(十)个全文格式文件的单一副本。

print and download for personal use only **single copies** of up to 10 (ten) documents in Full Text Format from the results of one search using the special Print and Download buttons on the screen.

(c) 使用屏幕上特别的邮件或传真按钮，从一个搜索结果中仅向单一个体（非授权用户）邮件或传真最多 5（五）个全文格式文件，前提是该个体同意其不得进一步传播该等文件。

e-mail or fax to one individual only (who is not an Authorized User) up to 5 (five) documents from the results of one search using the special Email or Fax buttons on the screen provided that the individual agrees not to further distribute the documents.

(d) 使用屏幕上特别的邮件或传真按钮，从任一搜索结果中向另一授权用户邮件或传真检索结果，前提是那个授权用户同意其不得进一步传播该等文件。

email or fax the entire results of any search to another Authorized User using the special Email or Fax buttons on the screen provided that that Authorized User agrees not to further distribute the documents.

如果订阅方的要求超过了该限额，其可以和 LexisNexis 协商特殊打印/下载包。本协议不包含为课程参考资料包使用服务中的资料，且应由 LexisNexis 特别书面许可。

If the Subscriber's requirements exceed this allowance, it is possible to negotiate special Print/Download Packages with LexisNexis. Use of materials from the Services for course packs is not covered by the Agreement and must be by special written permission from LexisNexis.

用户始终不得大量下载数据库内容（如：《香港版权条例（528章）》），且资料不得被存储超过 90 天。

AT ALL TIMES users are prohibited from downloading substantial parts of the database (i.e., such as to infringe the 'fair dealing' provision of the Copyright Ordinance of Hong Kong (CAP 528)) and Materials cannot be stored for longer than 90 days.

如无我方明确书面同意，在任何情况下，都不得出售资料或以远程访问任何系统、网络、内互联网网等（除非本协议明确规定外）有关方式使用资料。

UNDER NO CIRCUMSTANCES may Materials be sold or used in connection with any system of remote access, networking, intranet or internet (except as provided for by this Agreement) without our express written consent.

#### 4. 身份账号及密码/IP 接入 I.D's and PASSWORDS/ IP Access

订阅方应提供所有授权用户的姓名用以发放身份账号及密码。

The Subscriber should supply the name(s) of all Authorized Users to be issued with ID's and passwords.

贵方同意 LN 应仅通过下列一种或多种方法提供对服务的访问（“IP 访问”）：

You agree that LN shall provide access to the Services only by one or more of the following methods ("IP Access"):



(a)互联网协议（“IP”）域地址过滤，借此订阅方向 LN 提供在订阅方处注册的 IP 地址，并允许这些 IP 地址仅与订阅方控制的场所相关联。

Internet Protocol (“IP”) domain address filtering, whereby Subscriber provides LN with IP addresses registered to Subscriber and vouchsafes that these IP addresses are associated only with sites controlled by Subscriber.

(b)代理服务器 IP 地址过滤，借此订阅方向 LN 提供属于订阅方或代表其运营的代理服务器的 IP 地址，并仅允许位于订阅方的授权用户或订阅方使用安全读者验证系统验证为授权用户的远程用户访问服务器。

Proxy Server IP address filtering, whereby Subscriber provides LN with IP addresses of a proxy server belonging to or operated on behalf of Subscriber and vouchsafes that proxy server access is granted only to Authorized Users located at Subscriber or to remote users that have been authenticated as Authorized Users by Subscriber, using a secure patron authentication system.

#### **5. 访问时间 HOURS OF ACCESS**

授权用户通常有权在所有可用的时间访问服务;但是，如果高峰期间向商业客户提供访问出现问题，我方保留限制学术机构订阅方访问的权利。

Authorized Users shall generally have access to the Services during all available hours; however, should there be a problem during peak capacity in providing commercial customers access to the Services, we reserve the right to restrict our Academic Institution Subscribers' access.

#### **6. 培训及/培训资料**

##### **TRAINING and TRAINING MATERIALS**

对授权用户的标准培训由 LexisNexis 公司在我们的培训学校或订阅方场地免费提供。合理的提供的培训材料，律师联讯将免收费用。

Standard training for Authorized Users will be provided by LexisNexis free of charge either in one of our Training Schools or an approved site on the Subscriber's premises. LexisNexis will waive all charges for a reasonable supply of training materials.

#### **7. 审查条款 REVIEW OF TERMS**

经协商，LexisNexis 将对这些特别条款进行定期审查，特别是下载限额。

A review of these Special Terms and especially the downloading allowance will be conducted regularly by LexisNexis in consultation with the Subscriber.