

## LexisNexis General Terms and Conditions

### Effective 16<sup>th</sup> May 2018

The following terms and conditions ("Terms & Conditions") govern Your use of the LexisNexis Business Information Solutions B.V. ("LN") products and service (the "Online Services") and the materials available therein ("Materials"):

#### 1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, non-transferrable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject [LexisNexis Services Supplemental Terms for Specific Materials](#);

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services or Your web browser (collectively, "Authorised Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorised Legal Materials"), the right to retrieve via downloading commands of the Online Services or Your web browser and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are Authorised Patent Materials ("Authorised Patent Materials"), the right to retrieve via downloading commands of the Online Services or Your web browser and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorised Legal Materials and Authorised Patent Materials, the right to retrieve via downloading commands of the Online Services or Your web browser and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use. Insubstantial copies of the Materials may be stored beyond the time restriction referred to in this clause 1(e) 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. 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;

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, You may make copies of Authorised Printouts and distribute Authorised Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, You are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services or Your web browser.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to LN or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, You may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes copyrights or proprietary interests therein.

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

1.7 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

#### 2. ACCESS TO SERVICES

2.1 Subject to clause 2.2 below, only employees authorised by the subscribing organisation may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

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

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services may otherwise change without notice.

#### 3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to this Agreement.

3.2 Except as otherwise provided in section 3.1., the Online Services and Materials are provided in an "as is" as available basis and LN and each third party supplier of Materials expressly disclaim all warranties, including warranties of merchantability and fitness for a purpose a particular purpose.

#### 4. LIMITATION OF LIABILITY

4.1 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 Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) Your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) Your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LN, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) 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.

4.3 The aggregate liability of the covered parties in connection with any other claim arising out of or relating to the Online Services or Materials shall not exceed the amount of Your actual direct damages excluding any loss of profit or business. Your right to monetary damages in that amount shall be in lieu of all other remedies which you may have against any covered party.

4.4 The covered parties shall not be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind whatsoever (including, without limitation, attorney 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. The covered parties shall not be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind whatsoever (including, without limitation, attorney 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.

#### 5. MISCELLANEOUS

5.1 This Agreement is for the minimum period specified on the Order Form ("Term"). In the event that no notice of termination has been received by LN prior to 90 days before the expiry of the Term, this Agreement shall continue for a further renewal period of 12 months ("Renewal Term"). In such circumstance, the total annual price paid will be the annual price of the preceding year plus the increase rate mentioned on the Order Form and so on for subsequent years.

5.2 LN may terminate this agreement by giving at least 60 days' notice. LN's only obligation in this event shall be the pro rata refund of any charges paid in advance. LN may suspend or discontinue providing the Online 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.

5.3 LN may terminate this Agreement forthwith on notice without compensation if (a) You enter into a composition with your creditors, or (b) an order is made for the winding up of your organisation, or (c) an effective resolution is passed for the winding up of your organisation (other than the purpose of amalgamation or reconstruction on terms approved by LN), or (d) a receiver, manager, administrative receiver or administrator is appointed in respect of all or any part of your business or assets (e) You are identified on a sanction list according to clause 6.3.

5.4 You shall be liable for all costs of collection incurred by LN, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if You fail to comply with the payment obligations herein.

5.5 All charges incurred by Subscriber, together with applicable taxes, are payable within 30 days after receipt of an invoice. All payments must be made in the currency mentioned on the Order Form. If, during the Term of this Agreement, the VAT tax rate increases due to government or regulatory requirements, You will pay to LN the difference between the tax paid at the time of any upfront payment and any increase in tax which is payable against the period for which the payment has been made.

5.6 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to LN should be sent to Your account representative.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

5.8 You may not assign any rights or delegate any duties under the Agreement to access the Online Services without the prior written consent of the provider of LN. LN may assign this Agreement at any time without your consent to any entity within the RELX Group plc.

5.10 This Agreement and the Additional Terms shall be governed by Dutch Law. Place of jurisdiction is Amsterdam.

#### 6. COMPLIANCE WITH LAWS

6.1 You warrant that You comply with all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of personal data, including without limitation the General Data Protection Regulation 2016/679, The Data Protection Act 2018 and any amendments or successors to those laws ("Applicable Privacy Laws") when processing personal data in relation to the Service.

6.2 You shall provide all reasonably necessary assistance to LN to enable LN to comply with Applicable Privacy Laws.

6.3 You are neither identified on, nor shall provide access to the Online Services to any individuals or entities identified on, OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.

#### 7. DATA PROTECTION

7.1 LN processes personal information about You and Authorised Users according to the Data Protection Laws.

7.2 The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively. "Data Protection Laws" means all data protection laws and regulations, including those of the Netherlands, ("NL"), the European Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under the Agreement, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") from May 25, 2018.

- 7.3 You recognise that, in the process of accessing and using the Online Services and Materials, You and the Authorised Users will be required to supply personal data. You represent and warrant that You and the Authorized Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to LN, including providing any required notices and obtaining any required consents and authorizations for our processing such personal data.
- 7.4 To the extent that LN acts as a controller, please view our [Privacy Policy](#) regarding the information we collect about you according to Art. 13 GDPR.
- 7.5 To the extent that LN acts as a processor of personal data on Your behalf, LN will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum ("DPA") which can be viewed under <https://www.lexisnexis.com/global/privacy/en/processor-terms-nl.page>.
- 7.6 On request, LN will provide You data and analysis of Authorised Users' usage of the Online Services and Materials ("Analytics"). Analytics data will clearly identify individual Authorised Users and will detail their activity (including but not limited to documents and content accessed, printed, emailed, downloaded, searched). LN will provide the Analytics to You on the strict condition that:
- (a) You will not use it for any purpose other than supporting internal decision making processes, policing use of the Online Services and Materials; product adoption activities carried out with us; and assessing levels of use;
- (b) the Analytics data is not to be shared with any third parties without LN's prior written consent;
- (c) You are solely responsible for providing any required notices and obtaining any required consents and authorizations of the Authorised Users to all use of the Analytics data;
- (d) You shall indemnify LN and its affiliates on demand from and against any loss, liability, damages, claims, fines, penalties, costs and expenses incurred as a result of any third party claim against LN arising out of or in connection with Your failure to comply with the aforementioned provisions.
- 7.7 You will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at LN's direction.
- 7.8 You can direct all question related to the protection of Your personal data to our [Data Center](#).

## 8. FAIR PROCESSING NOTICES

- 8.1 You shall have an easily accessible privacy notice ("Customer Privacy Notice"), the presentation and content of which shall comply with all Applicable Privacy Laws. The Customer Privacy Notice shall disclose how You collect, process and share personal data contained within LN Licensed Content, as well as how You share with LN personal data contained within Customer Provided Content. You shall proactively provide the Customer Privacy Notice to individuals where required to do so under Applicable Privacy Laws. You shall fully comply with the Customer Privacy Notice.
- 8.2 You shall also ensure that the Customer Privacy Notice contains the following language, or accurately translated language substantially similar thereto: "Our third-party business partners, including LexisNexis Business Information Solutions B.V. ("LexisNexis"), may provide us with your personal information in order to enable LexisNexis to conduct background checks and screening activities, comply with LexisNexis's legal obligations and for other purposes as described in this privacy notice. LexisNexis is responsible for any personal information which they may collect and hold about you until it is received by LexisNexis. To learn more about how LexisNexis collects and uses your personal information, please see the LexisNexis <https://www.lexisnexis.com/global/privacy/en/article-14-nl.page>."
- 8.3 You shall on request provide to LN all information necessary to demonstrate and allow LN to audit Your Customer Privacy Notice in order to verify Your compliance with clauses 8.1 and 8.2 above.
- 8.4 Prior to using any LN Licensed Content to conduct screening activities, You shall confirm to LN (via the mechanism provided within the Service) that it has provided all necessary notices to individuals to enable it to conduct such screening activities in compliance with Applicable Privacy Laws.

## 9. LEGAL BASIS GROUNDS AND CUSTOMER PURPOSE OF USE

- 9.1 You warrant that You only process LN Licensed Content where it has a lawful ground to do so under Applicable Privacy Laws.
- 9.2 You shall only use LN Licensed Content in accordance with the license granted in this Agreement and in any event for no purposes other than media monitoring, due diligence, governance risk management, reputation management, information gathering, or compliance with its Know Your Client, anti-bribery & corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery, or other legal obligations.
- 9.3 Where You subscribe for any LexisNexis risk and diligence products and services (the "R&D Services"), You undertake to use the content on those sites only for Your own internal legitimate business purposes which shall be limited to the following:
- (a) In the prevention of Financial Crime, including Anti-Money Laundering ("AML") and Counter Terrorism Financing.
- (b) In the prevention of Financial Crime, including Anti-Bribery and Corruption ("ABC").
- (c) In assessing general business risks, including but not limited to AML, ABC, Fraud and commercial financial risks relevant to the business or its controlling persons.
- (d) In the process of reconnecting assets with a person.
- (e) In locating an individual not for asset reunification or debtor tracing purposes.
- (f) Data cleaning or appending against your own database for general communication.
- (g) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
- (h) In the investigation into a known or suspected fraud case to gain further information about an individual.
- (i) In fraud prevention or to aid with the discovery of fraud.
- (j) In the identity assurance process for any of your new or existing clients.
- (k) For internal production of analytical models, evaluation of a service or research.
- (l) For development and testing purposes.
- 9.4 You warrant that You don't make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Licensed Content and/or information derived from LN Licensed Content.
- 9.5 You shall not make decisions about individuals based solely on LN Licensed Content derived from any third-party social-media websites (such as Twitter,

Facebook, etc) ("Third Party Platforms") and/or information derived from such LN Licensed Content.

- 9.6 Where You are licensed to use LN Licensed Content for media monitoring or reputation management purposes, You shall not use LN Licensed Content and/or information derived from such LN Licensed Content for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures.