LexisNexis General Terms and Conditions
Effective 16th 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");

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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 than provisions that are not 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 or purchased.
2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.
2.4 Materials features may be added to or withdrawn from the Online Services and the Online Services may otherwise change without notice.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 the Agreement and the Data Protection Laws.
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 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 (including any loss of profit or business) which You may have against any covered party.
4.4 The covered parties shall not be liable for any special, indirect, incidental, exemplary, punitive, 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 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.
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 whereby 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 holds 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.
5.9 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 implements 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 the 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 Sanctions Targets or Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.

DATA PROTECTION
LN processes personal information about You and Authorised Users according to this Agreement and the Data Protection Laws.

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, data processor or controller 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 this 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 26, 2018.
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