


**GENERAL TERMS AND CONDITIONS
(Global Platform) For Use of the LexisNexis Services**

This agreement is between RELX (UK) Limited (company number 2746621) trading as LexisNexis ("**we**", "**us**" or "**our**") and the Customer named on the Order Form ("**you**", "**Customer**"). The following terms and conditions ("**General Terms**") govern your use of the online services supplied by us as set out in the Order Form (the "**Online Services**") and the materials and content available therein ("**Materials**"). These General Terms, together with the Order Form and Additional Terms (as defined below) shall be referred to as the "**Agreement**".

1. LICENCE; RESTRICTIONS ON USE

- 1.1. Subject to any Additional Terms, you are granted a non-exclusive, non-transferable, limited licence to access and use the Online Services and Materials for the purposes only of: (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence is a licence for you and those of your employees and support personnel authorised by both of us ("**Authorised Users**") to use the Online Services and the Materials only in the manner set out in this clause 1.
- 1.2. You may:
 - (a) electronically display Materials retrieved from the Online Services to Authorised Users and nothing in these General Terms shall prevent more than one Authorised User from displaying the Materials at the same time;
 - (b) search and view the Materials for your own research purposes;
 - (c) obtain a printout of a limited and reasonable portion of the Materials obtained by using the printing commands of the Online Services (the, "**Authorised Printouts**");
 - (d) make copies of Authorised Printouts and distribute Authorised Printouts and copies to Authorised Users or those contemplated at clause 1.1 above; and
 - (e) retrieve and store a machine-readable copy of a limited and reasonable portion of the Materials in any individual part of the Online Services using the downloading commands of the Online Services, provided that the storage of that copy shall be for no more than 90 days and shall be primarily for one Authorised User's exclusive use. Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause only 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 an overriding obligation upon you and your Authorised Users not to create an independently held and/or searchable database of the Materials.
- 1.3. You must not:
 - (a) store, distribute or transmit any content through the Online Services that is unlawful, dishonest, fraudulent, libellous, 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) attempt to disassemble, reverse engineer or reverse compile, or otherwise reduce to human-perceivable form any of the Online Service;
 - (c) use the Online Services or Materials in any fashion that infringes our or our licensors' copyright or proprietary interests; or
 - (d) remove or obscure any copyright notice or other notices contained in Materials.
- 1.4. Except as specifically provided in clauses 1.1 and 1.2, you are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using Materials. You may not print or download Materials without using the printing or downloading commands of the Online Services. All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Online Services is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 1.5. 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 us or our

third party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Online Services or Materials.

- 1.6. All use of the Materials and production of Authorised Printouts is subject to a fair usage policy. If, during any 90 day period you produce printouts (including Authorised Printouts) of Materials which represent greater than 10% of those Materials which you are authorised to access, we reserve the right to make an additional pro-rata charge based on your then current annual contract cost.

2. ACCESS TO SERVICES

- 2.1. Only the number of Authorised Users as stated in the Order Form shall be entitled to access and use the Online Services and Materials.
- 2.2. Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Online Services from outside the country for which it was issued.
- 2.3. You may be restricted from accessing certain Materials otherwise available in the Online Services.
- 2.4. Aspects of the Materials and features of the Online Services may be added to or withdrawn from time to time and the Online Services otherwise changed without notice. To the extent any such change is materially adverse to the quality of service you receive, you may terminate this Agreement on no less than 30 days' prior written notice by email to cancellationrequest@lexisnexis.co.uk, such notice to be served no later than 30 days after any such change. In such circumstances, we will refund you for any Fees paid in advance on a pro-rate basis for the time remaining in the Term (or Renewal Term, as applicable) and your proportionate use of the removed or changed Materials or features (as against the other Material and features you have access to). Continued use of the Online Services following any change constitutes acceptance of the change.
- 2.5. You must ensure that each person having access to the Online Services and Materials:
 - (a) is an Authorised User; and
 - (b) is using those Online Services and Materials only in accordance with these General Terms and the Additional Terms, and you will be liable for their acts and omissions at all times.
- 2.6. Any password / ID number issued by us to an Authorised User is personal and confidential to that Authorised User. If we suspect that any password / ID is being used by anyone other than an Authorised User or a different Authorised User to the person to whom it was issued, that password / ID may be cancelled at our absolute discretion and no refund shall be given.

3. TERMS APPLICABLE TO PSL USERS

- 3.1. In relation to your use of PSL, you may, in addition to other rights granted under these General Terms:
 - (a) copy, revise, customise and use the applicable Materials for the purposes of any matter on which you are advising; and
 - (b) make available to clients, potential clients and others copies of the applicable Materials (other than answers to queries, see clause 3.3) 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).
- 3.2. 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.
- 3.3. 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.



LEXISNEXIS ONLINE/PRINT/CD ORDER FORM

- 3.4. 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.
- 3.5. You recognize and accept that:
- 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
 - 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 Online Services, or the Materials nor any receipt or use of the Online 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.
- 3.6. Where, as a result of the use of any Online Service, you upload, store or post any content, whether by the adaptation or amendments of our Materials or otherwise (the "**Customer Materials**"), you hereby grant to us a non-exclusive, non-transferable licence to incorporate the Customer Materials into the Online Services and Materials from your use and the use of any other customers/Authorised Users.
- 3.7. 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.

4. ADDITIONAL TERMS

- 4.1. Certain Materials and Online Services will be subject to supplemental terms and conditions published online, on a CD or within a publication or product, 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.
- 4.2. In the event of any conflict between these General Terms and the Additional Terms, the Additional Terms will prevail.

5. LIMITED WARRANTY

- 5.1. We warrant that we have the right and authority to make the Online Services and Materials available pursuant to these General Terms.
- 5.2. EXCEPT AS OTHERWISE PROVIDED IN CLAUSE 5.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE MAKE NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, 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.

6. LIMITATION OF LIABILITY

- 6.1. 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:
- any errors in or omissions from the Online Services or any Materials available or not included therein;
 - the unavailability or interruption to the supply of the Online Services or any features thereof or any Materials;
 - your use or misuse of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Online Services);
 - your use of any equipment in connection with the Online Services;
 - the content of Materials;
 - any delay or failure in performance beyond the reasonable control of a Covered Party; or
 - any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this Agreement.
- 6.2. "**Covered Party**" means:
- us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; 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 their affiliates.

- 6.3. 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 Online Services or Materials 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 or for fraud.
- 6.4. 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.
- 6.5. SUBJECT TO CLAUSE 6.3 AND CLAUSE 6.6, 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. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 6.6. SUBJECT TO CLAUSE 6.3, 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.
- 6.7. The 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.
- 6.8. Whilst reasonable efforts are made to keep the Materials up to date, you should obtain independent verification or advice before relying upon any piece of information.
- #### 7. RENEWAL AND TERMINATION
- 7.1. This Agreement is for the number of years from the date that access to the Online Services is made available by us or delivery of the first CD, as appropriate, which is stated in the Order Form (the "**Term**") and any Renewal Term (as defined below). In the event that no notice of termination has been received by us by email at cancellationrequest@lexisnexis.co.uk at least 90 days before expiry of the Term or any Renewal Term, this Agreement shall continue for further periods of one year, commencing immediately after the Term (each a "**Renewal Term**") and so on for subsequent Renewal Terms. In such circumstance, the total fee to be paid by you for each Renewal Term will be an amount equal to the annual price paid in the final year of the Term (or last Renewal Term as the case may be) plus an additional amount (up to a maximum of 15%) as we shall determine in our discretion. We may discuss alternative terms with you in such circumstances, but any such discussions shall be strictly without prejudice to the provisions of this clause 7.1 and unenforceable unless agreed in writing and signed by both parties. Notwithstanding the foregoing, the Customer is entitled to terminate this Agreement effective 31/3/23 (the "**Early Termination Option**"). The Customer may exercise the Early Termination Option only by serving written notice upon LexisNexis no later than 90 days before the applicable effective date specified in this paragraph. In the event that this break clause is not exercised the Agreement shall continue for the remainder of the Term and any subsequent Renewal Term.
- 7.2. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions of this Agreement may be changed by us immediately upon notice. Your subscription for access to the Online Services may be terminated by you immediately upon notice to us if any change, excluding changes to charges that are in accordance with clause 7.1, is unacceptable, by email to cancellationrequest@lexisnexis.co.uk. Continued use of the Online Services following any change constitutes acceptance of the change.
- 7.3. We may terminate this Agreement 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 for the remaining Term (or Renewal Term, as applicable).

- 7.4. We may suspend providing the Online Services to you without notice and pursue any other remedy legally available to us (including enforcing payment of charges) if you fail to comply with any of your obligations in this Agreement (including payment obligations) and will seek our legal costs and other expenses incurred from you. For the avoidance of doubt, this shall include recovery of any legal costs and expenses incurred as a result of any small claims. Without prejudice to the foregoing, if you fail to pay any sum properly due hereunder, we reserve the right to seek enforcement of the full contract sum.
- 7.5. We may terminate this Agreement with immediate effect if you are in material breach of this Agreement or if a resolution for winding up is passed by you, or a court order is made for your winding up or a petition is presented for your winding up, an encumbrancer takes possession or a receiver is appointed over any of your property or assets, if you make any voluntary arrangement with your creditors or become subject to an administration order, go into liquidation or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to you or if you cease, or threaten to cease, to carry on business in which case (and without prejudice to any other rights we may have) you will not be entitled to any refund of any charges paid in advance and any charges due shall become payable immediately.
- 8. DATA PROTECTION AND ANALYTICS**
- 8.1. "Data Protection Laws" means all data protection laws and regulations, including Regulation (EU) 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, and any implementing, derivative or related legislation, rule or regulation of the European Union ("Union"), a Union member state ("Member State"), or the United Kingdom ("UK"), applicable to the processing of personal data under the Agreement.
- 8.2. The lowercase 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 'personal information', 'data controller' or 'data processor', they shall be read as personal data, controller and processor, respectively.
- 8.3. 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 Authorised Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to us, including providing any required notices and obtaining any required consents and authorisations for our processing such personal data.
- 8.4. To the extent that we act as a processor of personal data on your behalf, we will process such personal data in accordance with the Data Protection Laws and the Data Processing Addendum available at <http://www.lexisnexis.co.uk/en-uk/processor-terms.page>. To the extent that Authorised Users provide their personal data to us during account registration or otherwise through the Online Services, the parties acknowledge and agree that such information will be processed by us as a controller in accordance with the LexisNexis privacy statement available at <http://www.lexisnexis.co.uk/en-uk/privacy-statement.page>.
- 8.5. On request, we will provide you with 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). We 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 our prior written consent;

- (c) you are solely responsible for providing any required notices and obtaining any required consents and authorisations of the Authorised Users to all use of the Analytics data;
 - (d) you shall indemnify us and our 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 us arising out of or in connection with any failure by you to comply with the provisions set out in this clause 8.
- 8.6. You will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at our direction.
- 9. MISCELLANEOUS**
- 9.1. You will not disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without our prior written consent.
- 9.2. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Online Services. Notices to you shall be deemed to have been properly given on the date posted, if posted; 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 us should be sent to your account representative with a copy sent to the Head of UK Legal at our main London office address set out on our company website.
- 9.3. 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.
- 9.4. The failure of us or any third party supplier of Materials to enforce any provision hereof of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 9.5. You may not assign, or sub-licence, this Agreement or any rights or obligations hereunder, directly or indirectly, without our prior written consent. We may assign this Agreement to any successor to all or substantially all of our business or assets that relate to the subject matter of this Agreement whether by asset or stock acquisition, merger, consolidation or otherwise.
- 9.6. Subject to clause 9.5, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 9.7. If any provision, or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent under applicable law by a court or other government entity of competent jurisdiction, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to effect the intent of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.
- 9.8. Non-performance of either party shall be excused to the extent that performance is rendered impossible where failure to perform is a result of actions, omissions or circumstances beyond the reasonable control of the non-performing party.
- 9.9. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that you may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure by us to object to such terms, provisions or conditions.
- 9.10. Other than as detailed in clause 9.3, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement) under the Contracts (Rights of Third Parties) Act 1999.
- 9.11. Where you are provided with access to materials for free no obligation to continue to provide such material is accepted by us and you have no right to receive the material. Such material may be withdrawn at any time without notice.
- 9.12. All payments made by you under this Agreement will be made in full without any set-off or counterclaim and free from any deduction or withholding (save as is required by law).
- 9.13. This Agreement, including terms on our website that are incorporated by reference (as may be updated from time to time) contains the entire agreement between the parties relating to the provision and use of the Online Services and the Materials and it supersedes any prior agreements, representations or understandings between the parties (whether oral or in writing) unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have



**LEXISNEXIS ONLINE/PRINT/CD
ORDER FORM**

no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

- 9.14. You are not identified on and you shall not provide access to the Online Services, to any individuals or entities identified on, (1) OFAC's list of Specially Designated Nationals ("SDN List"), (2) the UK's HM Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable

sanctions lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (1) through (4).

- 9.15. This Agreement, (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claims or disputes which may arise under or in connection with this Agreement (including any non-contractual claims or disputes).