

GENERAL TERMS AND CONDITIONS (Global Platform)

For Use of the LexisNexis Services

Effective April 14, 2005

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2. ACCESS TO SERVICES

2.1 Only your employees and support personnel authorized by both us and you shall be entitled to access and use the Online Services and Materials ("**Authorized Users**").

2.2 Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Online Services and Materials from outside Australia, or such other country as may be specified on the Confirmation page as being the country for which the identification number is 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2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

2.5 You must ensure that each person having access to the Online Services and Materials:

(a) is an Authorized User; and

(b) is using those Online Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms.

3. LIMITED WARRANTY

3.1 We represent and warrant that we have the right and authority to make the Online Services and Materials

available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, 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.

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4.1 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 (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption to the supply of the Online Services or any features thereof or any Materials, (c) Subscriber's 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), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, (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 "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 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 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 resupply.

4.4 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.

4.5 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 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.

4.6 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.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, 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. You may terminate your subscription for access to the Online Services immediately upon notice to us within 10 days following notice of a change in terms if any change is unacceptable to you. Failure to terminate within the 10-day period or continued use of the Online Services beyond the 10-day period constitutes acceptance by you of the change.

5.2 We or you may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. We may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to us if you fail to comply with any of your obligations under these General Terms and Conditions or the Additional Terms.

5.3 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices to you 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 us should be sent to your account representative.

5.4 The failure of us or any third party supplier of Materials 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.

5.5 You may not assign your rights or delegate your duties under these General Terms and Conditions or any Additional Terms without our prior written consent.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia.

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 We will use personal information collected about Authorised Users for the purposes of (a) providing access to and use of the Online Services to Authorised Users, (b) providing customer support, billing and other similar activities related to the Online Services, and (c) keeping Authorised Users informed about products, services, offers and upcoming events and to improve our services.

5.9 We will provide and export personal information about Authorised Users to other members of our company group, including Reed Elsevier Inc. in the United States, for the purposes of (a) providing access to and use of the Online Services to Authorised Users, and (b) providing customer support, billing and other similar activities related to the Online Services.

CONFIRMATION

I have read, understand and agree to the LexisNexis Terms and Conditions relating to the use of LexisNexis services on the Global Platform.

I certify that I am authorised to sign these Terms and Conditions with LexisNexis and that all information provided is accurate and correct.

Country for which identification number/s are being issued:

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Subscriber Name:

Authorised Subscriber Signature:

Print Name:

Title:

Phone:

Date: ____/____/____

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Attn: Katie Sheehan
LexisNexis AU Privacy Officer
LexisNexis
Tower 2
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Chatswood NSW 2067

