

# General Terms and Conditions

## (Global Platform)

For Use of the LexisNexis Services

This Licence Agreement is between Reed International Books Australia Pty Limited trading as LexisNexis ABN 70 001 002 357 (“we”, “us” or “our”) and the individual or company to whom LexisNexis has agreed to supply the online and/or digital services and materials (“you”, “your” or “Customer”). The following terms and conditions govern your use of the online services and/or digital services (such as Lexis Red) supplied by LexisNexis (the “Services”) and the materials and content available therein (“Materials”).

### 1. LICENSE; RESTRICTIONS ON USE

1.1 Your use of specific Materials forming part of the Services (“Specific Materials”) may also be subject to any supplemental third party terms set forth at [www.lexisnexis.com/terms/supp/lnp/au](http://www.lexisnexis.com/terms/supp/lnp/au) in respect of such Specific Materials (“Supplemental Terms”). It is your responsibility to access that LexisNexis link to determine what Supplemental Terms, if any, apply to the Services. Subject to any applicable Supplemental Terms for Specific Materials, you are granted, during the term of this agreement, 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 internal purposes only of (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence is subject to the following limitations:

(a) The right to electronically display Materials retrieved from the Services is limited to the display of such Materials primarily to one person at a time, subject to the Supplemental Terms for Specific Materials. This does not limit the number of Authorised Users who may individually access the Services at the same time;

(b) The right to obtain a printout of Materials is limited to a printout of a reasonable portion of the Materials obtained using the printing commands of the Services 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 Services or your web browser software (collectively, “Authorised Printouts”); and

(c) Subject to clause 2.7, 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 included in any individual file of the Services using the downloading commands of the Services or your web browser software and in respect of Services 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(c) 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 expressly 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 within your organisation.

1.3 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 retrieved from the Services. You may not print or download Materials without using the printing or downloading commands of the Services or your web browser software. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services is strictly prohibited. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Services and Materials (in both print and machine-readable forms) belong to us or our third party suppliers. RELX Group and the RE symbol are trademarks of RELX Intellectual Properties SA, used under license. You acquire no ownership of copyright or other intellectual

property rights or proprietary interest in the Services, Materials, or copies thereof.

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

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

1.7 Other provisions that govern your use of Materials are set forth in the LexisNexis Terms of Trade, your order form, any agreed addendum, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Services (collectively, the “Additional Terms”), all of which are incorporated by reference into these General Terms and Conditions. References to “Services” in the Terms of Trade shall be references to Services and Materials as defined herein, for the purpose of these General Terms and Conditions. References to “Customer” or “you” in the Terms of Trade shall be references to you or Customer as defined herein, for the purposes of these General Terms and Conditions. To the extent there is any inconsistency between the Additional Terms and General Terms and Conditions, the Additional Terms prevail in the order that they appear above.

### 2. ACCESS TO SERVICES

2.1 Only your employees, students, support personnel and barristers within your chamber (as relevant) authorised by both us and you shall be entitled to access and use the Services and Materials (“Authorised Users”).

2.2 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. This clause does not apply to digital services.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services for which you have not subscribed.

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

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

(a) is an Authorised User; and

(b) is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.

2.6 For Customers subscribing to **Lexis® Smart**: Use of the LexisNexis Smart software which forms part of the Services (“LexisNexis Smart”) has the additional terms described in this clause 2.6. You must not do any of the following, whether directly or indirectly:

(a) install or use LexisNexis Smart on any site other than the location of the Customer where the software (which forms part of the Services) is installed or install on more than the agreed number of workstations

(b) use, copy, publish, distribute, communicate, commercialise, import, export or publicly display all or part of the original or any copy of LexisNexis Smart (electronically or otherwise), except as expressly authorised by this Agreement;

(c) make any enhancements or other modifications to the Services, or create any derivative works of the same;

(d) reverse engineer, decompile, disassemble or otherwise translate the Services or attempt to derive the source code or underlying ideas, structure, organisation, processes or algorithms of the Services, except and only to the extent that such activities cannot be restricted under applicable law;

(e) use or access all or part of the Services to the extent you are or plan to become a competitor of the Services, or an employee, contractor or agent of a competitor to the Services;

(f) permit any competitor of the Services to access or use any Services or Materials for any purpose, including but not limited to providing any type of consultancy, support or other services to you either directly or indirectly; or

(g) use the Services in any manner that is for unlawful purposes or other purposes not permitted by this agreement or which may involve risk of death, personal injury, property damage or environmental damage or in any life support application, device or system.

2.7 For Customers subscribing to **Practical Guidance**: in addition to other rights granted under these General Terms and Conditions, you may

copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.

2.8 For Customers subscribing to **Lexis Red**: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application ("Red App") terms and conditions as may be amended from time to time and which are available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licensed to you in perpetuity subject to this agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title subscription:

- (a) you and your Authorised Users may continue to use the Lexis Red content purchased as at the date of termination and continue to use the Red mobile App subject to the licence conditions in these General Terms and Conditions and to the Red App Conditions, at your own risk;
- (b) LexisNexis is not obliged to store, maintain, back-up, retrieve or restore any Lexis Red content that is lost or deleted by you;
- (c) you will no longer receive content amendments, access to links within the title, updates to the Lexis Red technology, or support or maintenance from LexisNexis and any annotations you make will not continue to synchronise between devices. As such you acknowledge that this could impact the usability of the Lexis Red content from termination. You may only receive updates in the Red App, as made generally available without fee, from time to time; and
- (d) clauses 1.4, 1.5, 1.6., 4, 5.4, 5.6 and 5.9 of the General Terms and Conditions survive termination.

For the avoidance of doubt, by maintaining each of your Lexis Red title subscriptions, you will receive updates to the content on those Lexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.

2.9 For Customers Subscribing to **Capital Monitor**, in addition to other rights granted under these General Terms and Conditions, the terms of this clause 2.9 apply and the Customer acknowledges that as the Capital Monitor Services may contain press releases, transcripts, policy papers, court decisions, news stories, draft legislation and all other legislative instruments, government publications, media releases, whether in writing, electronically or through any other medium (including information or materials which may be the subject of any licence agreement between us and a third party) ("**Capital Monitor Materials**"), the Capital Monitor Materials are subject to the terms and conditions of the relevant Commonwealth Government or a State or Territory Government who created and/or released the respective Capital Monitor Materials (as applicable) as well as the terms set out in this Agreement. If there is any inconsistency between such terms, the terms of the Commonwealth Government or a State or Territory Government prevail to the extent of the inconsistency. The Customer also acknowledges and agrees that:

- (a) the Capital Monitor Materials and all intellectual property rights therein are and must remain the exclusive property of the Commonwealth Government or a State or Territory Government, or other relevant bodies, as applicable;
- (b) we are not responsible for any changes to the terms of use of, or any changes to the availability of, Capital Monitor Materials imposed by the Commonwealth Government or a State or Territory Government, or other relevant bodies (as applicable) from time to time

2.10 The Services may contain a feature that will allow your Authorised Users to create work folders or work spaces ("**Folders**") from research sessions that are associated solely with their respective LexisNexis IDs. The Folders are designed to allow your Authorised Users to save copies of Materials made available by us, as well as links to materials. Authorised Users may also share the Folders with third party LexisNexis authorised users, however such third party users will only be permitted to access Materials

in the Folders for which they have a current subscription. We represent and warrant that the Folders will be under the exclusive control of your Authorised Users and we will not access or otherwise review the content of Folders without your authorisation. Notwithstanding the foregoing, we may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorised Users are solely responsible for the content of their respective Folders. You represent and warrant Authorised Users are prohibited from uploading content to the Folders that is defamatory, libellous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. Access to and use of the Folders may be subject to technical limitations such as storage limits, downtime for maintenance or third party service availability. We are not responsible for backing up, or for any damage to or loss of, any content uploaded to the Folders by you. The Folders are provided AS IS and we make no warranties or guarantees in respect of uptime or accessibility of any content you upload to the Folders, and we do not warrant that access to the Folders will be continuous or error-free. You agree to use the Folders in accordance with any acceptable use limitations and guidelines as may be notified to you from time to time

### 3. WARRANTIES AND GUARANTEES

3.1. If you are a "consumer" for the purposes of the Australian Consumer Law, certain guarantees may be conferred on you and certain rights and remedies may be conferred on you which cannot be excluded, restricted or modified. If so, then to the maximum extent permitted by law, our liability to you is limited at our option to:

- (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and
- (b) in the case of services, resupply of the services or payment of the cost of resupplying the services. In this clause, Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

3.2. We represent and warrant that we have the right and authority to make the Services available pursuant to our agreement with you.

**3.3. Subject to clauses 3.1 and 3.2 and to the maximum extent permitted by law, the services are provided on an "as is", "as available" basis and, unless expressly stated to the contrary in this agreement, we exclude all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise, including without limitation that the 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 services and materials up-to-date.**

3.4. Subject to clause 5.9, it is not intended that any contract between us and the Customer for the supply of Services should be enforceable by any third party.

3.5. Any waiver by us of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.

### 4. LIMITATION OF LIABILITY

4.1. Subject to clause 3.1 and 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 Services or any Materials available or not included therein,
- (b) the unavailability or interruption to the supply of the Services or any features thereof or any Materials,
- (c) Customer's use or misuse of the Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Services),
- (d) your use of any equipment in connection with the 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 (other than liability for death or personal injury).

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 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.

- 4.4. **Subject to clause 3.1 and to the maximum extent permitted by law, the aggregate liability of the covered parties whether for breach of this agreement or in tort (including negligence) or for any other common law or statutory cause of action shall not exceed the lesser of your actual direct damages or the amount you paid for the goods, or in the case of services the amount you paid for the services in the twelve month period immediately preceding the date the claim arose.**
- 4.5. **Subject to clause 3.1, the covered parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees and loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data) in any way due to, resulting from, or arising in connection with the goods and services, or the failure of any covered party to perform its obligations, regardless of any negligence of any covered party.**
- 4.6. The Materials are provided 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.
- 4.7. 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. 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 in circumstances where loss or damage may result.
- 4.8. 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.
- 4.9. 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 an unauthorised User or a different Authorised User to the person to whom it was issued, that password / ID may be cancelled and you may be liable for additional charges, in accordance with our then current price list or catalogue for the applicable Services, in respect of any such unauthorised use.
- 5. MISCELLANEOUS**
- 5.1. This agreement is for the minimum period specified in the Price Plan Period. This agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional terms equal in duration to the period specified in the Price Plan Period or where not specified for additional 12 month terms unless you provide us with a notice of termination in accordance with clause 5.2. The price payable for the Services and Materials will be the price payable in the immediately preceding Price Plan Period, plus an annual adjustment (or actual usage level for the preceding year, whichever is the higher). A pre-determined annual adjustment may be specified in your written agreement with LexisNexis or customer order form or, if not, will be notified to you at least 45 days before the Renewal date.
- 5.2. Either party may terminate the subscription for access to the Services upon notice to the other for breach. You may terminate this agreement (in whole or in part) by giving us at least 30 days' written notice, to expire the day before the anniversary of the commencement date or last day of the period set forth in the Price Plan Period (whichever is the later) as specified in the Order Form ("Customer Notice Period"). 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. We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to us if you fail to comply with any of your obligations hereunder. On termination of this agreement, any licence granted under this agreement, other than any perpetual licence granted hereunder, terminates (including the licence in clause 1.1).
- 5.3. These General Terms and Conditions and the Terms of Trade may be changed by us from time to time, however changes detrimental to you may only be changed at the expiry of your subscription for access to the Services. All other provisions may be changed by us within 7 days of giving notice to you. If any changes are made to the General Terms and Conditions that are detrimental to you, you may terminate the Agreement upon written notice to us if any such change is unacceptable to you. For termination to be effective under this clause, we must receive your notice of termination within 30 days of the date of the notice. Continued use of the Services following the expiration of 30 days following the date our notice to you of any detrimental change constitutes acceptance of the change but does not affect your other termination rights. Continued use of the Services during the period starting on the effective date of the change until the date of termination by you in accordance with this clause will be subject to the changes notified to you, including any increases in price.
- 5.4. Neither party will disclose to any third party details of this agreement or any of the negotiations undertaken in relation to this agreement, including any pricing or discounting terms, without the prior written consent of the other.
- 5.5. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by the provider thereof. Notices to you will be deemed to have been properly given on the date mailed, emailed or displayed in the Services, as applicable; or on the date received, if delivered in any other manner. Notices to us should be sent by email to customersupport@lexisnexis.com.au . Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
- 5.6. 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.
- 5.7. 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.
- 5.8. These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 5.9. 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.
- 5.10. We will use personal information collected about Authorised Users for the purposes of (a) providing access to and use of the Services to Authorised Users, (b) providing customer support, billing and other similar activities related to the Services, and (c) keeping Authorised Users informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about Authorised Users to third parties for the purpose of providing Authorised Users with direct marketing offers which we think may be of interest. If you do not wish to receive information about other products, services, offers and events, please notify our privacy officer in writing sent to [privacy@lexisnexis.com.au](mailto:privacy@lexisnexis.com.au).
- 5.11. In accordance with the Privacy Act 1988 (Cth), we will provide and export personal information about Authorised Users to third parties and other members of our company group, including RELX Inc. in the United States, for the purposes of (a) providing access to and use of the Services to Authorised Users, and (b) providing customer support, billing and other similar activities related to the Services.
- 5.12. The collection and use of personal information by LexisNexis in the course of providing the Services will be in accordance with our privacy policy, as may be amended from time to time, and which is available at <http://www.lexisnexis.com.au/en-au/privacy-statement.page>.
- 5.13. These General Terms and Conditions will be enforced to the fullest extent permitted by applicable law. If anything in these General Terms and Conditions is unenforceable, illegal or void then it is severed and the rest of these General Terms and Conditions remains in force.
- 5.14. These terms together with any applicable Additional Terms, constitute the entire agreement between the parties concerning the subject matter of these General Terms and Conditions and supersede all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

# Terms of Trade

## GENERAL

1. These Terms of Trade are incorporated into all contracts for the supply of goods and services ("Goods & Services") to the Customer (as defined on the "LexisNexis Contract - Online/Print", "Solution Services Agreement" or other order form also referred to herein as "you") by Reed International Books Australia Pty Limited trading as LexisNexis ("LexisNexis", "us", "our" or "we"), other than contracts specified in clause 2. They supersede any previously issued versions of the Terms of Trade.
2. Where there is, in force, a separate written agreement concerning Goods & Services, which has been signed by an authorised LexisNexis representative, the terms of that agreement will, to the extent that there is any conflict between that agreement and these Terms of Trade, prevail over these Terms of Trade.
3. Subject to the warranties and guarantees contained in the LexisNexis General Terms and Conditions, the Customer acknowledges that Goods & Services supplied may differ in nonmaterial respects from those advertised in our catalogue or other promotional material.
4. If the Customer has not previously submitted an order to us, the Customer must also complete and submit with an order a Customer Account Application Form ("Application"). Acceptance of an order is subject to approval of the Application by our head office.

## PRICE

5. Subject to clauses 7 to 11 below, and except to the extent expressly stated otherwise in any separate written agreement with LexisNexis or in your customer order form, the price payable for Goods & Services shall be the total price specified in our current price list or catalogue, less any discounts agreed in advance in writing by us and plus the applicable cost of packaging, postage and delivery ("Delivery Charges"). Prices and Delivery Charges are subject to change without notice.
6. Pursuant to the Payment Systems (Regulation) Act 1998 (Cth) and the Payment System (Regulation) Regulations 2006, LexisNexis reserves the right to charge Customer a fee which LexisNexis may incur as a result of Customer making a payment in excess of AUD\$10,000 by credit card. Disclosure of this fee amounting to 2% of the total fees paid by the Customer is via these Terms of Trade, and tax invoices issued by LexisNexis to Customer from time to time.
7. Existing discounts agreed by us as at the date of these Terms of Trade shall continue to have effect for the remainder of the Price Plan Period (but will not necessarily apply to any renewal). Subject to clause 8, discounts for hardcopy subscriptions only apply to subscribers to both the online and hardcopy format.
8. Any promotional offer that LexisNexis makes is exclusive of and cannot be used with any other offer, promotion or discount.
9. The price payable for updating material for printed encyclopaedic and loose-leaf publications shall be the price advised by us at the time of publication of any such updated material.
10. The Customer must let us know as soon as practicable if the number of Authorised Users increases or decreases. If there is an increase in this number, the price payable will automatically be adjusted to cover the price of additional licences. If there is a decrease in this number, the price payable will be adjusted effective from the Customer's next renewal.
11. All prices are inclusive of GST.

## CREDIT

12. By submitting the Application, the Customer authorises us to carry out any credit checks with third parties as we may require. The Customer authorises us to make any enquiries and to use, exchange or disclose any information which is disclosed in the Application or is obtained by us from any third party from or to any other credit provider or credit reporting agency: a) Concerning the Customer's credit worthiness; and b) for the purpose of providing or obtaining a reference.
13. We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit then Goods and Services will be withheld until the account is back to a reasonable level within the credit limit as determined by us.
14. The Customer must pay the amount specified in an invoice in full within 30 days of the date of the invoice (unless we agree otherwise in writing).
15. If the Customer does not pay us the invoiced amount in full within the time stipulated in the invoice, we may, without limitation a) withhold further supplies including Goods & Services which have already been fully paid; or b) charge interest on amounts outstanding at a rate equal to 1.5% per month or the highest rate permitted by law, whichever is lower; or c) submit the Customer's account to a collection agency. If we do submit the account to a collection agency, the Customer agrees that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.

16. Where we make individual deliveries of Goods and Services or deliveries in instalments, the Customer may be invoiced separately for each delivery in which case, the Customer agrees to pay each invoice according to its terms.
17. We reserve the right to charge the Customer a surcharge for payments made by credit card. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify the Customer in writing before the changes take effect in accordance with clause 5.3 of the LexisNexis General Terms and Conditions.

## ONLINE PRODUCTS

18. Online and digital products supplied are also subject to the LexisNexis General Terms and Conditions and to Additional Terms. Customers are required to accept these additional terms and conditions before first using the product.
19. Delivery of online and digital products is made using the World Wide Web, and as such is subject to Customer having internet access and appropriate IT equipment, resources and facilities and meeting any other technical requirements specified by us from time to time.

## SUBSCRIPTIONS

20. Pay As You Go ("PAYG") Subscriptions. a) Updates to printed encyclopaedic and loose-leaf services, journals and reports will be invoiced upon publication. b) Despite any term to the contrary, Customers may terminate PAYG Subscriptions by providing 30 days written notice at any time.
21. Supplements. For hard copy products that are updated by supplements between editions, when purchasing the main work customers will automatically be sent the updating supplement on publication and will be invoiced for these when received by us.

## DELIVERY

22. Orders for printed products are accepted by us subject to availability of stock and may be delivered in two or more instalments. Subject the warranties and guarantees included in the LexisNexis General Terms and Conditions, and to the maximum extent permitted by law, LexisNexis has no liability for any loss of trade or profit to the Customer as a result of delay in delivery or delivery of incorrect or faulty goods.
23. Delivery will be made to the address specified on the order by the Customer or its agent, or to a carrier designated by the Customer, or to other such addresses as are notified to us from time to time.
24. Risk in Goods & Services passes to the Customer on delivery under clause 22 above. Title to Goods & Services will pass to the Customer on payment in full.
25. Time is not of the essence for delivery of Goods & Services and our liability for incorrect delivery or failure to deliver is limited in accordance with clause 4 of the LexisNexis General Terms and Conditions.

## LOSS OR DAMAGE IN TRANSIT

26. Claims for damage or partial delivery or complete loss of consignment must be notified to us within 30 days of the date of invoice.

## RETURNS

27. Returns of printed Goods & Services other than Goods & Services supplied under PAYG Subscriptions will be accepted for credit provided they are received at our warehouse within 30 days of the date of invoice, are accompanied by a copy of the returns note/invoice, have a valid authorisation code obtained from our Customer Services department before Goods & Services are returned and are in a condition fit for re-sale. Refunds will be given only where the Goods & Services are returned as above and there are no other amounts outstanding and due on the Customer's credit account with us.

## NOTICES

28. Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by the provider thereof. Notices to you will be deemed to have been properly given on the date mailed, emailed or displayed in the Services, as applicable; or on the date received, if delivered in any other manner. Notices to us should be sent by email to [customersupport@lexisnexis.com.au](mailto:customersupport@lexisnexis.com.au). Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
29. Any change to the Customer details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.

## UNFORSEEN EVENTS

30. We may cancel or suspend delivery of any ordered product or service in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond our reasonable control.