

For eSubscriptions to the LexisNexis Services:

This LexisNexis eSubscription Agreement is between the Customer and Reed International Books Australia Pty Limited trading as LexisNexis Australia ABN 70 001 002 357. It is effective once accepted by LexisNexis in accordance with clause 1 below. This Agreement consists of the Order Confirmation, these eSubscription Terms and Conditions (“eTCs”) and the General Terms and Conditions (“GTCs”), available online at www.lexisnexis.com.au/en/terms-and-conditions, which contain the entire agreement (“Agreement”) between LexisNexis and the Customer in respect of the Services (defined below). The Order Confirmation and the eTCs shall take precedence over the GTCs and the Terms of Trade.

1. PLACING AN ORDER AND ACCEPTING TERMS

- 1.1 By clicking “I Accept” on the order page, the Customer places an order with LexisNexis for the services selected during the online order process and set out under the “Services” section of the Order Confirmation (“Services”).
- 1.2 The order is subject to acceptance by LexisNexis which will be evidenced by the issuance of ID numbers and passwords to the Customer (“Fulfilment”). The date on which Fulfilment occurs will be the Fulfilment Date.
- 1.3 The Customer warrants that all information provided by the Customer during the online order process is correct.

2. AGREEMENT TERM & TERMINATION

- 2.1 Unless earlier terminated in accordance with its terms, this Agreement will terminate at the end of the Price Plan Period. Accordingly, the second sentences of clause 5.1 and 5.2 of the GTCs are deleted.
- 2.2 LexisNexis may immediately terminate this Agreement if Customer (a) fails to pay the Fee in accordance with this Agreement; (b) breaches the clause 1.3 of these eTCs; or (c) breaches any other term or condition and fails to remedy the breach within 14 days after receiving written notice to do so.

3. CUSTOMER OBLIGATIONS

- 3.1 Customer (a) may not cancel a subscription or change the delivery or access format for the Services during the Price Plan Period; and (b) must itself observe and warrant that Authorised Users observe the GTCs, the Terms of Trade and all schedules, annexures and exhibits attached hereto.
- 3.2 The Customer must let us know as soon as practicable if the number of fee earners increases. If there is an increase in this number, the price payable will automatically be adjusted to cover the price of additional licences.

4. PAYMENT

- 4.1 Payment of the Fee shall be made by the Customer in \$AUD upfront at the intervals shown during the online order process and documented in the Order Form.