

<i>This column includes notes to help you navigate and understand these terms. These notes are not legally binding and do not affect the interpretation of the terms.</i>	
<i>Parties to the contract</i>	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”, “our” or “LexisNexis”) and the individual or company to whom LexisNexis has agreed to supply the online and/ or digital services and materials (“you”, “your” or “Customer”).
<i>What these terms cover</i>	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”).
<i>How you can use the Services and Materials</i>	1. LICENCE; RESTRICTIONS ON USE
<i>Third party terms may apply</i> <i>Use for internal purposes only:</i> <i>(i) research or study</i> <i>(ii) professional services</i> <i>(iii) academic services</i>	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/lngp/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:
<i>Not for public display</i>	(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;
<i>Authorised Printouts</i>	(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
<i>Some machine-readable copies can be kept for up to 90 days</i> <i>Keeping copies beyond 90 days where incorporated into advice or for legal, regulatory or evidential requirements</i> <i>You cannot create your own electronic database</i>	(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.
<i>Copyright law and distribution within your organisation</i>	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.
<i>Automated access, search or storage prohibited. Individual, manual search only.</i>	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.
<i>We retain all intellectual property rights in the Services and Materials, as well as our trademarks.</i>	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 licence. 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.
<i>Do not remove copyright notices.</i>	1.6. You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services.
<i>You cannot cancel a subscription or Services during the Price Plan Period</i>	1.7. You may not cancel a subscription or change the delivery or access format for the Services during the Price Plan Period.

<p><i>Additional terms which apply to your Agreement with us, and order of precedence.</i></p>	<p>1.8. Other provisions that govern your use of Materials are set forth in https://www.lexisnexis.com.au/en/global-pages/terms-and-conditions/terms-of-trade.pdf, your order form (including any terms and conditions displayed during any online order process), any agreed addendum, the LexisNexis Terms of Trade available at www.lexisnexis.com.au/en/terms-and-conditions, 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.</p>
<p><i>Who is an Authorised User?</i></p> <p><i>No access for persons subject to sanctions</i></p>	<p>2. ACCESS TO SERVICES</p> <p>2.1 Only your Legal Users or Academic Users (as applicable), and reasonable additional employees and support personnel authorised by both us and you shall be entitled to access and use the Services and Materials ("Authorised Users"). You warrant that you are neither identified on, nor shall you provide access to 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).</p>
<p><i>Definition of Academic User</i></p>	<p>2.2 For Academic Institutions, "Academic Users" means the total number of Australia-based unique students enrolled in courses taught by members of the law faculty. "Academic Institution" means an entity registered on the National Register maintained by the Tertiary Education Quality and Standards Agency or any successor.</p>
<p><i>Definition of Legal User</i></p>	<p>2.3 For all customers excluding Academic Institutions, "Legal Users" means all of your Australia-based employees, contractors, partners, incoming secondees or, for chambers, barristers and:</p> <ul style="list-style-type: none"> a) provide legal or related services (including, but not limited to, compliance, conveyancing, migration and intellectual property/ patent services) which are billed to your clients; or b) are involved in a legal advisory role.
<p><i>You have a limited right to access the content outside Australia and agree to indemnify us for such use.</i></p>	<p>2.4 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. You indemnify us against any loss, injury, claim, liability, or damage of any kind resulting in any way from your use of the Services and Materials from outside the country for which it was issued. This clause does not apply to digital services.</p>
<p><i>You can only access subscribed content.</i></p>	<p>2.5 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services for which you have not subscribed.</p>
<p><i>Changes to the Materials and Services.</i></p>	<p>2.6 Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</p>
<p><i>You are responsible for your Authorised Users.</i></p>	<p>2.7 You must ensure that each person having access to the Services and Materials:</p> <ul style="list-style-type: none"> (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.
<p><i>Additional terms for Lexis® Smart</i></p>	<p>2.8 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:</p> <ul style="list-style-type: none"> (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.
<i>Additional terms for Practical Guidance</i>	2.9 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.
<i>Additional terms for Lexis® Red</i>	<p>2.10 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 licenced 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:</p> <p>(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 App subject to the licence conditions in these General Terms and Conditions and to the Red App Conditions, at your own risk;</p> <p>(b) LexisNexis is not obliged to store, maintain, back-up, retrieve or restore any Lexis Red content that is lost or deleted by you;</p> <p>(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</p> <p>(d) clauses 1.4, 1.5, 1.6., 4, 5.4, 5.6 and 5.9 of the General Terms and Conditions survive termination.</p> <p>2.11 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.</p>
<i>Additional terms for Capital Monitor</i>	<p>2.12 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:</p> <p>(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;</p> <p>(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.</p>
<i>Additional terms for Clause Intelligence</i>	<p>2.13 For Customers subscribing to Clause Intelligence, the following additional terms apply:</p> <p>(a) In addition to other rights granted under these General Terms and Conditions, you may copy, revise, download, customise and use the clause recommendations generated by Clause Intelligence for the purposes of any matter on which you are advising; and make available to clients, potential clients, and others copies of such content on a reasonable, non-systemic basis that is not commercially prejudicial to us, subject to crediting third parties (if applicable) where such material is attributed to them.</p> <p>(b) You may upload your file/document(s) in Microsoft Word (.docx) format into Clause Intelligence. Your file/document(s) is only processed for the purposes of generating clause recommendations by Clause Intelligence. Your file/document(s) will only be stored temporarily during each user session and will be completely removed from Clause Intelligence within a reasonable time.</p> <p>(c) You must consider and adapt all clause recommendations generated by Clause Intelligence using your own professional skills, and where used by you, you will do so at your own risk. You acknowledge that any clause recommendations generated by Clause Intelligence are only generated using the Materials from Australian Encyclopaedia of Forms and Precedents and Practical Guidance modules to which you have subscribed.</p>

	<p>(d) When you upload your file/document(s) into Clause Intelligence, you are responsible for ensuring that you, and your Authorised Users, do not disclose any confidential information which may be in breach of any applicable laws or any duty of confidentiality. LexisNexis shall not be liable for any breach of any applicable laws or duties of confidentiality by you or your Authorised Users.</p> <p>(e) We are not obliged to store, maintain, back-up, retrieve or restore any file/document(s), content or clause recommendation that is lost or deleted by you.</p>
<i>Additional terms for Folders</i>	<p>2.14 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.</p>
	<p>3. WARRANTIES AND GUARANTEES</p>
<i>Your rights under Australian Consumer Law</i>	<p>3.1 If you are a “consumer” for the purposes of the Australian Consumer Law, certain guarantees, 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:</p> <p>(a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and</p> <p>(b) in the case of services, resupply of the services or payment of the cost of resupplying the services. In this agreement, Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).</p>
<i>We warrant that we have the right to grant you access to the Services</i>	<p>3.2 We represent and warrant that we have the right and authority to make the Services available pursuant to our agreement with you.</p>
<i>The Services and Materials are provided on an “as is” and “as available” basis.</i>	<p>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 and 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.</p>
<i>No enforcement of agreement by third parties except under cl 5.10</i>	<p>3.4 Subject to clause 5.10, it is not intended that any contract between us and the Customer for the supply of Services should be enforceable by any third party.</p>
<i>No future waiver</i>	<p>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.</p>
	<p>4. LIMITATION OF LIABILITY</p>
<i>This clause limits the circumstances in which we may be liable to you.</i>	<p>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:</p>
	<p>(a) any errors in or omissions from the Services or any Materials available or not included therein;</p>
	<p>(b) the unavailability or interruption to the supply of the Services or any features thereof or any Materials;</p>
	<p>(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);</p>
	<p>(d) your use of any equipment in connection with the Services;</p>
	<p>(e) the content of Materials;</p>
	<p>(f) any delay or failure in performance beyond the reasonable control of a Covered Party; or</p>
	<p>(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).</p>

	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.
<i>This clause caps the amount of any liability to you under this Agreement.</i>	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.
<i>This clause excludes liability for consequential loss.</i>	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.
<i>The Materials are for reference purposes only and are not a substitute for legal advice.</i>	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.
<i>We do not have any obligation to make sure the Materials are up to sufficient, up to date or appropriate for any actual or particular circumstances.</i>	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.
<i>We are not a law firm and we are not providing legal services.</i>	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.
<i>User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use.</i>	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
<i>Unless terminated at least 30 days before renewal, this Agreement will auto-renew for additional 12 month terms.</i> <i>We will tell you the price for the renewed term at least 45 days prior to the renewal date.</i>	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 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.
<i>Either party may terminate for breach.</i> <i>You can terminate by giving notice at least 30 days prior to renewal.</i> <i>We can terminate at any time on 60 days’ notice.</i> <i>We can suspend or discontinue service if you breach this Agreement.</i>	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).
<i>Consumers and Small Businesses have additional termination rights after renewal.</i>	5.3 In addition to your termination rights under clause 5.2, if you are a “consumer” or if this Agreement with you is a “small business contract” under the Australian Consumer Law, at any time after the expiry of the initial Price Plan Period indicated on the order form, you may terminate this Agreement by providing at least 30 days’ written notice. In this event, we will provide you with a pro rata refund of any charges paid in advance. 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).

<i>We can amend this Agreement on 7 days' notice. If the change is detrimental to you, you may terminate on 30 days' notice.</i>	5.4 Except as otherwise set out in this clause, we may amend this Agreement at any time by providing at least 7 days' notice of the changes. If any change takes effect during your then current Price Plan Period and is detrimental to you, you may, within 30 days' of the date on which we issued the notice of the change, terminate the Agreement with immediate effect by providing notice in writing. For the avoidance of doubt, all changes notified to you will apply from the effective date provided in the notice to you, until the date of termination by you under this clause.
<i>The terms of this Agreement are confidential.</i>	5.5 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.
<i>How we may give each other notices</i>	5.6 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: . Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
<i>No future waiver</i>	5.7 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.
<i>Assignment by Customer</i>	5.8 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.
<i>The laws of NSW apply</i>	5.9 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 exclusive jurisdiction of the courts of New South Wales.
<i>Third party suppliers may assert and enforce this Agreement</i>	5.10 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.
<i>How we will use personal information</i> <i>How to opt out</i>	5.11 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 .
<i>Data export to third parties and affiliates for purposes of delivering Services and related activities</i>	5.12 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.
<i>We will only collect and use personal information in accordance with our Privacy Policy</i>	5.13 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 https://www.lexisnexis.com.au/en/global-pages/privacy-information .
	5.14 Capitalised terms not defined in these General Terms and Conditions have the meaning given to those terms in the order form.
<i>Severability</i>	5.15 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.
<i>Entire Agreement</i>	5.16 These General Terms and Conditions 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.
<i>LexisNexis has additional termination rights where you have signed up online</i>	5.17 For Customers who have entered this agreement online via LexisNexis' online marketplace available at https://shop.lexisnexis.com.au/ , in addition to any other termination rights we may have, we may immediately terminate this Agreement (in whole or in part) in the event that:
	(a) any information or confirmation provided by you during the online order process is incorrect or misleading.
	(b) you fail to pay the Fee in accordance with this Agreement.