

General

- 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" or other order form) by LexisNexis NZ Limited trading as LexisNexis ('LexisNexis, Us, Our, We'), other than contracts specified in paragraph 2, they supersede any previously issued Terms of Trade.
- Where there is a separate written agreement concerning Goods & Services, which has been signed by an authorised LexisNexis representative, the terms of that agreement will prevail over these Terms of Trade.
- Goods & Services supplied may differ in non-material respects from those advertised in Our catalogue or other promotional material.
- 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

- Subject to paragraphs 6, 7, 8 and 9 below 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') exclusive of Goods and Services Tax (GST). Prices and Delivery Charges are subject to change without notice.
- 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 ("PPP") (but will not necessarily apply to any renewal). Discounts for hardcopy subscriptions only apply to subscribers to both the online and hardcopy format.
- The price payable for updating material for printed encyclopaedic and loose-leaf publications, where these are not covered by the terms of a PIA Subscription (as defined in paragraph 25 below), shall be the price advised by Us at the time of publication.
- The customer must let Us know as soon as practicable if the number of Fee Earners 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 your next renewal.
- All prices are exclusive of GST, freight and handling (unless otherwise stated).

Renewal

- At the start of each Renewal, the price for the first year will be the price payable in the final year of the immediately preceding PPP, plus an annual adjustment (or actual usage level for the preceding year, whichever is the higher). The price for each subsequent year of the Renewal, will be the price payable in the immediately preceding year, plus an annual adjustment.

Variation, Breach & Termination

- We may change the customer's agreement from time to time upon notice to the customer. Changes detrimental to the customer take effect upon the next Renewal; all other changes take effect within 7 days of notice to the customer.
- The customer may terminate their agreement immediately upon notice to Us if the above mentioned changes are unacceptable. Continued use of the Goods & Services by customer following any change constitutes acceptance of the change.
- The customer may terminate this agreement for Goods & Services (in whole or part) by giving Us at least 30 days' written notice, to expire the day before the anniversary of the commencement date or PPP (whichever is the longer).
- We may terminate customer's agreement for Goods & Services (in whole or part) by giving customer at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid by customer in advance.
- We may suspend or discontinue providing the Goods & Services to customer without notice and pursue any other remedy legally available to Us if customer fails to comply with any of its obligations hereunder. If customer fails to pay all amounts due by the due date, We may, without limitation a) withhold support b) withhold further supplies including Goods & Services which have already been fully paid; and/or c) charge interest on amounts outstanding at the rate of 4% above Supplier's bank base rate from time to time.

Credit

- 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:
 - Concerning the customers credit worthiness; and b) for the purpose of providing or obtaining a reference.
- 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 within the credit limit.
- 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).
- If the customer does not pay Us the invoiced amount in full within the time stipulated in the invoice, We may submit your account to a collection agency. If We do, 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.
- 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.
- 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. Any such changes will take effect in accordance with the provisions of paragraph 11.

Subscription products

- We may notify customer of additional terms applying to subscription products from time to time. If customer does not agree to these additional terms customer must notify Us in writing and We will not continue to provide the subscription, and if applicable We will provide a pro rata refund of any charges paid by customer in advance. If customer continues to use the subscription product after notification of additional terms customer will be deemed to have accepted those additional terms.

Online products

- Online products supplied are also subject to the licence terms and conditions. Customers are required to accept these additional licence terms and conditions before first using the product. If customers do not agree to these terms and conditions, or to any changes to them made during the period of the subscription, customers may cancel that subscription immediately. However, use of the online products is acceptance of the licence terms and conditions.
- Delivery of online products is made using the World Wide Web. All warranties, express or implied, regarding the availability of any online product at any particular time or times are excluded.

Subscriptions

- Pay In Advance ('PIA') Subscriptions. a) PIA Subscriptions commence on the date specified on Our invoice ('Commencement Date'). b) The price for the first year of any PIA subscription is Our list price at the date of the order. The price for subsequent years is Our list price at the anniversary of the Commencement Date. c) We will inform the customer by invoice before each anniversary of the Commencement Date of the price payable for the next 12 months and, where the PIA Subscription relates to an online product, of any change to the terms and conditions applicable to that product. d) Customers may terminate Pay In Advance ('PIA') Subscriptions by 30 days' written notice, to expire the day before the anniversary of the commencement date, PPP or minimum period (whichever is the longer) as specified in the Order Form.
- Pay As You Go ('PAYG') Subscriptions. a) Updates to printed encyclopaedic and loose-leaf services which are not subject to a PIA Subscription will be invoiced upon publication. b) Despite clause 13 to these Terms of Trade, Customers may terminate PAYG Subscriptions by 30 days written notice to expire at any time.
- Supplements. For 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. Returned items will be accepted for credit in terms of clause 33 below.

Delivery

- Orders for printed products are accepted by Us subject to availability of stock and may be delivered in two or more instalments. 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.
- 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.
- Risk in Goods & Services passes to the customer on delivery under paragraph 29 above. Title to Goods & Services other than updates supplied under PIA Subscriptions will pass to the customer on payment in full. Title in updates supplied under PIA Subscriptions will pass on delivery.
- Time is not of the essence for delivery of Goods & Services and Our liability for incorrect delivery or failure to deliver is limited to the replacement of Goods & Services.

Loss or Damage in Transit

- 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

- Returns of printed Goods & Services other than Goods & Services supplied under PIA or 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. In respect of the supply of imported or 3rd party publications (Firm Sales) there is no right to return the goods.

LexisNexis' Liability

- Our liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the Goods & Services ordered. It is not intended that any contract between Us and the customer for the supply of Goods & Services should be enforceable by any third party.
- 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.

Notices

- Notices sent by the customer must be sent by prepaid post to LexisNexis' Customer Service Department or customer's account representative at the address on the most recently delivered invoice. Such notices must state the customers name and (where applicable) account number. Notices sent by Us will be sent to the customer's last known address.
- 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.

Unforeseen Events

- We may cancel or suspend delivery of any ordered product 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.

GENERAL TERMS AND CONDITIONS & TERMS OF TRADE

GENERAL TERMS AND CONDITIONS (Global Platform)

For Use of the LexisNexis Services

This Licence Agreement is between LexisNexis NZ Limited trading as LexisNexis ("we or us") and the individual or company to whom LexisNexis has agreed to supply the Online Services and Materials ("you or Subscriber"). The following terms and conditions govern your use of the online services supplied by LexisNexis (the "Online Services") and the materials and content available therein ("Materials"):

1. LICENCE; RESTRICTIONS ON USE

- 1.1 Subject to any Supplemental Terms which may apply for Specific Materials, (available at www.lexisnexis.com/terms/supp/ingp/nz) you are granted a non-exclusive, non-transferable, limited licence to access and use the Online 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 Online Services is limited to the display of such Materials primarily to one person at a time, subject to the Supplemental Terms for Specific Materials;
 - (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 Online 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 Online Services or your web browser software (collectively, "Authorised Printouts"); and
 - (c) 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 Online Services using the downloading commands of the Online Services or your web browser software and 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 (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 Sections 1.1 and 1.2, you are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services or your web browser software. 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.
- 1.4 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, Materials, or copies thereof.
- 1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online 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 Online Services.
- 1.7 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, 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 and Conditions. To the extent there is any inconsistency between the Additional Terms and General Terms and Conditions, the Additional Terms prevail.

2. ACCESS TO SERVICES

- 2.1 Only your employees, students and support personnel authorised by both us and you shall be entitled to access and use the Online 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 Online Services and Materials from outside the country for which it was 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 may otherwise be changed without notice.
- 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 Conditions and the Additional Terms.
- 2.6 For Subscribers to LexisNexis - Risk & Compliance Solutions, annual subscriptions are calculated on the basis of an agreed number of Investigations. Subscribers who exceed the agreed number of Investigations within their subscription period will be subject to additional charges per Investigation at our then prevailing rate.

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.

4. LIMITATION OF LIABILITY

- 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 re-supply. Nothing in this agreement is intended to exclude liability for death or personal injury resulting from any negligence by us.
- 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 LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. 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.
- 4.7 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.
- 4.8 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 in circumstances where loss or damage may result.
- 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.

5. MISCELLANEOUS

- 5.1 This agreement is for the minimum period specified in the Price Plan Period ("PPP").
- 5.2 Either party may terminate the subscription for access to the Online Services upon notice to the other for breach. You may terminate this agreement by giving us at least 30 days' written notice, to expire the day before the anniversary of the commencement date or minimum period (whichever is the longer) as specified in the Order Form. 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. 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 hereunder.
- 5.3 These General Terms and Conditions 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 Online 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, you may terminate the Agreement upon written notice to us if any change is unacceptable to you. For termination to be effective under this clause, we must receive your notice of termination within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect your termination rights.
- 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 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 Online Services by the provider thereof. 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.

- 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 Zealand.
- 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 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. 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 us in writing.
- 5.11 In accordance with the Privacy Act 1993, 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.
- 5.12 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.
- 5.13 These 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.

LexisNexis NZ Limited

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For more information contact:

Customer Service on **0800 800 986**

or visit www.lexisnexis.co.nz

These General Terms and Conditions and Terms of Trade are effective from 1 January 2010

