

<p><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></p>	
<p><i>Parties to the agreement</i></p>	<p>These General Terms and Conditions form part of the agreement between RELX Trading Australia Pty Ltd ABN 70 001 002 357 trading as LexisNexis (“we”, “us”, “our” or “LexisNexis”) and the customer entity named in the Order Form (“you”, “your” or “Customer”).</p>
<p><i>What these terms cover</i></p>	<p>These General Terms and Conditions govern your receipt, access to and use of the regulatory compliance services supplied by us (“Services”) and the compliance registers, alerts and any other materials supplied by us in the course of the Services (“Materials”).</p>
<p><i>Use of capitalised terms</i></p>	<p>Unless expressly stated otherwise, capitalised terms which are used but not defined in these General Terms and Conditions have the meaning given to them in the Order Form.</p>
	<p>1. PRICES AND PAYMENT</p>
<p><i>You must pay us the prices set out in the Order Form</i></p>	<p>1.1. You must pay the price for the Services and Materials as stated in the Order Form. The prices are non-refundable except as expressly stated in these General Terms and Conditions. You must not withhold, reduce or set-off any amount payable to us. Amounts specified in an invoice are payable in full within 30 days of the date of the invoice (unless we otherwise agree in writing).</p>
<p><i>Failure to pay undisputed prices may result in us withholding Services, charging interest or submitting the account to a collection agency</i></p>	<p>1.2. If you fail to pay the undisputed price for any Services or Materials by the due date for payment, we may (a) withhold further supplies, including Services which have already been fully paid; or (b) charge interest at a rate equal to 1.5% per month or the highest rate permitted by law (whichever is lower) from the date for payment until payment is received in full by us; or (c) submit your account to a collection agency. If we do submit the account to a collection agency, you agree 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, including any fees and commissions or other amounts we pay to any collection agency to act on our behalf provided that such costs and expenses are reasonably incurred.</p>
<p><i>Price is GST inclusive</i></p>	<p>1.3. All prices stated in the Order Form are inclusive of GST, unless specified otherwise.</p>
<p><i>We may carry out credit checks and impose credit limits</i></p>	<p>1.4. By submitting the Order Form, you authorise us to carry out any credit checks with third parties as we may require. You authorise us to make any enquiries and to use, exchange or disclose any information which is disclosed in the Order Form or is obtained by us from any third party from or to any other credit provider or credit reporting agency: a) concerning your credit worthiness; and b) for the purpose of providing or obtaining a reference.</p> <p>1.5. We may impose credit limits which may be varied by us from time to time. If you exceed the credit limit then Services will be withheld until the account is back to a reasonable level within the credit limit as determined by us.</p>
<p><i>Payments by credit card may incur a surcharge</i></p>	<p>1.6. We reserve the right to charge you 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 you in writing before the changes take effect in accordance with clause 8.</p>
<p><i>How you can use the Services and Materials</i></p>	<p>2. LICENCE AND LIMITATIONS</p>
<p><i>Use for internal compliance purposes only</i></p>	<p>2.1. You are granted a non-exclusive, non-transferable, limited licence to permit Authorised Users (defined below in clause 3.2) to access and use the Services and Materials made available to you during the term of the Agreement solely for the purpose of ensuring that your business is operating in compliance with applicable law and regulation. This licence is subject to the following limitations:</p>
<p><i>Use limited to Authorised Users</i></p>	<p>(a) Where a standard licence has been taken, the right to receive and use the Services and Materials is limited to the maximum number of Authorised Users specified in the Order Form.</p>

<i>Authorised printouts</i>	(b) To the extent expressly permitted by applicable copyright law, you and Authorised Users may make and distribute internally within your organisation a reasonable number of printouts and copies of the Materials.
<i>Do not infringe intellectual property rights</i>	(c) Except as specifically provided in these General Terms and Conditions, you and Authorised Users must not use the Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests therein.
<i>Do not remove copyright notices</i>	(d) You and Authorised Users may not remove or obscure any copyright notice or other notices contained in the Materials.
<i>No sub-licencing</i>	(e) You must not grant a sub-licence in respect of the Services and Materials to any other person without our written consent.
<i>Automated access, search or storage, generative AI prohibited. Individual, manual search only</i>	(f) Except as specifically provided herein, you and Authorised Users are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, using or permitting the use of Materials retrieved from the Services. You or Authorised Users may not print or download Materials without using the printing or downloading commands of the Services or 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. Unless otherwise agreed to by us in writing, use of the Services is permitted only via Authorised Users engaged in an active user session and may not be collected via automated or robotic methods. Regardless of the data delivery method, neither the Services nor the Materials may be used in conjunction with a generative artificial intelligence solution. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
<i>No reverse engineering</i>	(g) You and Authorised Users must not reverse engineer, decompile, disassemble or otherwise translate the Services or Materials or attempt to derive the source code or underlying ideas, structure, organisation, processes or algorithms of the Services or Materials, except and only to the extent that such activities cannot be restricted under applicable law.
<i>No enhancements, modifications or derivative works</i>	(h) You and Authorised Users must not make any enhancements or other modifications to the Services or Materials, or create any derivative works of the same.
<i>Commercial resale or redistribution is prohibited</i>	(i) You and Authorised Users must not exploit or permit the exploitation of the goodwill of LexisNexis, including its trademarks, service marks, or logos without our express written consent of LexisNexis. Additionally, under no circumstances may you or any Authorised User offer any part of the Services or Materials for commercial resale or commercial redistribution in any medium nor may you or any Authorised User use the Services or the Materials to compete with the business of LexisNexis.
<i>No sharing with third parties</i>	(j) You and Authorised Users must not share, provide, distribute or otherwise give access to the Services and Materials to any third party who is not an Authorised User for any purpose, including but not limited to, the purpose of providing any type of consultancy, support or other services to you either directly or indirectly. For the avoidance of doubt, this includes any competitor of LexisNexis.
<i>No use for unlawful purposes</i>	(k) You and Authorised Users must not use the Services or Materials in any manner that is unlawful, not expressly permitted by the Agreement, or which may involve risk of death, personal injury, property damage or environmental damage.
<i>Additional terms for the Portal</i>	2.2. For Customers that have selected the online portal as the Access Method, the following additional terms apply: The Services may contain a feature that will allow your Authorised Users to enter data into a portal (“ Portal ”). We may access or disclose the content of the Portal 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. You must ensure that Authorised Users do not upload content to the Portal that is defamatory, libellous, pornographic, obscene, infringing or otherwise unlawful, unless such content is reasonably related to their professional responsibilities. Access to and use of the Portal 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 Portal by you. The Portal is provided “as is” and we make no warranties or guarantees in respect of uptime or accessibility of any content you or your Authorised Users upload to the Portal, and we do not warrant that access to the Portal will be continuous or error-free. You agree to use the Portal in accordance with any reasonable acceptable use limitations and guidelines that we may notify to you from time to time.

<p><i>No usage except as otherwise permitted by the Agreement</i></p>	<p>2.3. Except as specifically provided herein, you and Authorised Users are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, communicating, publishing, commercialising, importing, exporting or using the Materials.</p>
<p><i>We retain all intellectual property rights in the Services and Materials, as well as our trademarks</i></p>	<p>2.4. 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. Neither you nor Authorised Users acquire any ownership of copyright or other intellectual property rights or proprietary interest in the Services, Materials, or copies thereof.</p>
<p><i>Additional terms apply to the Agreement with us, and order of precedence</i></p>	<p>2.5. Other provisions that govern your and Authorised Users' access to and use of the Services and Materials are set forth in the Order Form and any agreed addenda to the Agreement (collectively, the "Additional Terms"). 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>3. ACCESS TO SERVICES AND MATERIALS</p>
<p><i>We will supply the Services and Materials for the applicable price</i></p>	<p>3.1. We shall supply the Services and Materials, via the Access Method, set out in the Order Form in consideration of your payment of the applicable price in accordance with clause 1 and subject to the terms of the Agreement.</p>
<p><i>Definition of Authorised User</i></p>	<p>3.2. "Authorised Users" mean natural persons who are the (i) officers, (ii) employees, and (iii) authorised individual contractors and agents of you, and (if specified in the Order Form) your authorised local and foreign subsidiaries (up to the maximum number specified in the Order Form where a standard licence has been taken).</p>
<p><i>No access for persons subject to sanctions</i> <i>We can terminate the Agreement for breach of this clause</i></p>	<p>3.3. You represent and warrant on an ongoing basis that you and Authorised Users:</p> <ul style="list-style-type: none"> (a) are not Sanctioned Parties; (b) will not provide access to the Services or Materials to any Sanctioned Party; (c) will not access the Services or Materials from a country subject to Sanctions List and/or applicable embargoes; and (d) will not use any Sanctioned Party in any manner in connection with the Agreement. <p>Breach of this clause 3.3 shall entitle us to terminate immediately on written notice, without prejudice to any other rights available by law or contract. In this clause:</p>
<p><i>Definition of Sanctions List</i> <i>Definition of Sanctioned Party</i></p>	<p>"Sanctions List" means each of:</p> <ul style="list-style-type: none"> (i) OFAC's list of Specially Designated Nationals ("SDN List"); (ii) the UK's HM Treasury's Consolidated List of Sanctions Targets; (iii) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (iv) BIS's Entity List; or (v) any other applicable sanctions lists. <p>"Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person:</p> <ul style="list-style-type: none"> (i) identified on any Sanctions List; or (ii) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (i).
<p><i>You are responsible for Authorised Users</i></p>	<p>3.4. You must ensure that each person receiving or using the Services and Materials through your subscription:</p> <ul style="list-style-type: none"> (a) is an Authorised User; and (b) is using those Services and Materials only in accordance with the Agreement, including the Additional Terms. <p>You will be responsible for any use of the Services and Materials through your subscription, whether or not by Authorised Users.</p>
<p><i>Access to the Services and Materials via the</i></p>	<p>3.5. Where you have chosen "Integrated Solution" as the Access Method in the Order Form:</p>

<i>Integrated Solution Access Method</i>	<p>(a) We will make the LexisNexis application programming interface (“LN API”) available to your GRC Provider, to allow that GRC Provider to facilitate the integration of the GRC Services with the Services and Materials (“Integrated Solution”) and to provide that Integrated Solution to you.</p> <p>(b) By making the LN API available to your GRC Provider and activating your subscription, we will have supplied the Services and Materials via the Access Method.</p> <p>(c) Access to, receipt or use of the Services and Materials via the Integrated Solution by you or Authorised Users is subject to the terms of the Agreement.</p> <p>(d) You are not relieved of your obligations under the Agreement, including any payment obligations, in the event your GRC Provider fails to facilitate the integration of the GRC Services with the Service and Materials, fails to provide you with the Integrated Solution or your agreement with your GRC Provider terminates, expires or otherwise ends.</p> <p>“GRC Provider” means a third party that provides risk and/or compliance services to you (“GRC Services”) and has entered an integration agreement with us to allow the Services and Materials to be integrated with the GRC Services via the LN API.</p>
<i>Access Credentials are personal and confidential to the individual. Access Credentials that are shared with other persons may be cancelled and you may be liable for additional charges</i>	<p>3.6. We may provide access credentials to allow for access via the Access Method (“Access Credentials”). Any Access Credentials issued by us to an Authorised User are personal and confidential to that Authorised User. If we suspect that any Access Credentials are being used by an unauthorised user or a different Authorised User to the person to whom it was issued, those Access Credentials 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 and Materials, in respect of any such unauthorised use.</p>
<i>Authorised Users have a limited right to access the Services and Materials outside the country for which an Access Credential or other access method was issued and you agree to indemnify us for such use</i>	<p>3.7. To comply with local privacy, data protection and other laws, each Access Credential or other method of access to the Services and Materials is country specific and may not be used to access the Services and Materials outside the country for which it was issued, except for short periods not to exceed 30 continuous days. If we suspect an Access Credential or other method of access is being used to access the Services and Materials outside the country for which it is issued for a period in excess of 30 continuous days, we may suspend the relevant access. You indemnify us against any loss, injury, claim, liability, or damage of any kind resulting in any way from use of the Services and Materials from outside the country for which the Access Credential or other method of access was issued.</p>
<i>You must ensure usage complies with applicable local laws</i>	<p>3.8. You must ensure that the use of Services and Materials by you and Authorised Users (including local and foreign subsidiaries) complies with all applicable local laws.</p>
<i>You must inform us to any changes to the number of Authorised Users</i>	<p>3.9. You must let us know as soon as practicable of any changes to the number of Authorised Users (including changes to the number of Authorised Users of any authorised local and foreign subsidiaries). If there is an increase in the number of Authorised Users, including by way of acquisition or merger, you will be required to purchase additional licence rights to cover use of the Services and Materials by those Authorised Users.</p>
<i>Changes to the Services and Materials</i>	<p>3.10. Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice. In addition to any other termination rights you may have under the Agreement, if such change materially affects the value of the Agreement to you, you may within 30 days’ of the date on which you became aware of the change, terminate your subscription to the affected Materials or Service with immediate effect by providing notice in writing (including during the Price Plan Period). In this event, we will provide you with a pro rata refund of any charges paid in advance and will adjust the future charges payable by you for the remainder of the Price Plan Period or Renewal Period (as applicable), relative to the proportionate value of the affected Materials or Services.</p>
<i>You are responsible for procuring and implementing required ICT systems</i>	<p>3.11. You are responsible for procuring and implementing any information and communications technology systems required to enable you and Authorised Users to receive and use the Services and Materials.</p>
<i>We may audit your compliance with the Agreement</i>	<p>3.12. You agree that, on reasonable advance notice, we may conduct an annual audit of your compliance with the Agreement, including whether the total number of Authorised Users remains within the limits specified in the Order Form. If any audit reveals that you have failed to comply with the Agreement, you must promptly remedy the failure (including, if applicable, by purchasing additional licence rights for any Authorised Users in excess of those specified</p>

	in the Order Form) and reimburse our reasonable audit costs. We will otherwise bear our own audit costs.
	4. NATURE OF THE SERVICES
<i>Your rights under Australian Consumer Law</i>	4.1. If you are a “consumer” for the purposes of the Australian Consumer Law (Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth)), certain statutory guarantees (“ Consumer Guarantees ”) may be conferred on you which cannot be excluded, restricted or modified. However, liability for a breach of the Consumer Guarantees may be limited as provided for in clauses 5.1 and 5.2 below.
<i>We warrant that we have the right to make the Services available</i>	4.2. We represent and warrant that we have the right and authority to make the Services available to you pursuant to the Agreement.
<i>What to expect from our Services, Materials and LN API</i>	<p>4.3. We will use commercially reasonable endeavours to ensure that the Services and Materials we provide are available, up to date and error free, however, you acknowledge that:</p> <ul style="list-style-type: none"> (a) Materials analysing the law will only be current to the date recorded in the relevant Material. (b) Despite our use of such commercially reasonable endeavours, errors in, or interruptions to the availability of, the Services and Materials may occur. (c) We compile some of the Services and Materials from content prepared by third parties. In such cases, we do not verify that their content is accurate and free of omissions. In addition, we may not be authorised to amend the content prior to publication. However, we will use commercially reasonable endeavours to verify that third parties we engage have appropriate skills and expertise to prepare the relevant content. (d) The Services and 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. (e) To the extent permitted by law and subject to clauses 5.1 and 5.2, the Services and Materials are provided on an “as is”, “as available” basis and we exclude all representations, warranties and guarantees implied by statute, trade or otherwise, including without limitation that the Services and Materials are or will be appropriate for any particular or actual circumstances, 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, or that solely using the Services and Materials will enable you or your business to comply with applicable law and regulation. <p>4.4. In addition, where you have chosen “Integrated Solution” as the Access Method in the Order Form:</p> <ul style="list-style-type: none"> (a) we will use commercially reasonable endeavours to ensure that the LN API is functional for integration purposes; and (b) you acknowledge that we are not responsible for the conduct of the GRC Provider or for providing you with the Integrated Solution.
<i>We are not a law firm and are not providing legal services</i>	4.5. 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 (including the Additional Terms) nor any receipt or use of the Services or Materials, 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>No enforcement of the Agreement by third parties except as provided</i>	4.6. Except as provided in the Agreement, it is not intended that the Agreement between us and you should be enforceable by any third party.
	5. LIMITATION OF LIABILITY
<i>Our liability in relation to the Consumer Guarantees</i>	<p>5.1. No clause of these General Terms and Conditions, other than clause 5.2 below, limits our liability to you under the Australian Consumer Law for breach of the Consumer Guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law. Additionally, clause 5.2 below will not apply if a party establishes that reliance on it would not be fair and reasonable.</p> <p>5.2. Our liability for failure to comply with a Consumer Guarantee (other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law) which applies to a good or service supplied under the Agreement which is not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited to:</p>

	<p>(a) in the case of goods, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the replacement of the goods or the supply of equivalent goods; or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and <p>(b) in the case of services, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. <p>5.3. The remaining provisions of this clause 5 do not apply to regulate liability under the Australian Consumer Law for breach of the Consumer Guarantees.</p>
<p><i>Our liability to you for breach of clause 4.3 or 4.4 (in cases where the Consumer Guarantees don't apply)</i></p>	<p>5.4. Subject to clauses 5.1 and 5.2, our liability to you for breach of our obligations under clause 4.3 or 4.4 of these General Terms and Conditions is limited to:</p> <p>(a) in the case of goods, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the replacement of the goods or the supply of equivalent goods; or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and <p>(b) in the case of services, to any one of the following as determined by us:</p> <ul style="list-style-type: none"> (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again.
	<p>5.5. A party's liability to the other for loss or damage of any kind (including loss or damage caused by negligence), is reduced to the extent that the other, or the other's affiliates, Authorised Users (if applicable), or officers, directors, employees, subcontractors, agents, successors or assigns caused or contributed to that loss or damage by their breach of contract, negligence or other act or omission which is wrongful at law.</p>
<p><i>Liability for consequential loss is excluded</i></p>	<p>5.6. Subject to clauses 5.1, 5.2 and 5.8, neither party (or the Covered Parties) will be liable for any "indirect loss" being:</p> <p>(a) loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data; and</p> <p>(b) any loss not arising naturally or according to the usual course of things from the relevant breach, act or omission in connection with the Agreement or the Services and Materials whether or not such loss may reasonably be supposed to have been in the contemplation of both parties at the time they entered into the Agreement as the probable result of the relevant breach, act or omission, and each party agrees that except as permitted by clauses 5.1, 5.2 and 5.8, it will not bring a claim for such indirect loss.</p>
<p><i>There is generally a cap on the parties' liability</i></p>	<p>5.7. Subject to clauses 5.1, 5.2 and 5.8, the aggregate liability of a party (or the Covered Parties) to the other party whether for breach of the Agreement, in tort (including negligence) or for any other common law or statutory cause of action for all claims relating to or in connection with the Agreement shall not exceed the greatest amount payable by you in any rolling 12 month period under the Agreement.</p>
<p><i>Limitations on liability do not apply in certain cases</i></p>	<p>5.8. The limitations of liability in clauses 5.6 and 5.7 do not:</p> <p>(a) apply to any liability for breach of clause 2 (licence and limitations), 3.3 (sanctions), 4.2 (our warranty), 7.2 (confidentiality);</p> <p>(b) apply to any liability for breach of clause 3.4(b) due to your failure to ensure persons having access to the Services and Materials through your subscription are using those Services and Materials in accordance with the clauses specified in this clause 5.8(a); or</p> <p>(c) limit our ability to recover from you the charges payable by you under the Agreement (and the charges we would have received but for your breach of the Agreement or our termination of the Agreement due to your breach).</p>
<p><i>Definition of Covered Party</i></p>	<p>5.9. "Covered Party" means:</p> <p>(a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates;</p> <p>(b) your officers, directors and employees; and</p> <p>(c) 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.</p>

	6. TERM AND TERMINATION
<i>The Agreement is for the minimum period specified in the Order Form</i>	6.1. The term of the Agreement is the minimum period specified in the Order Form (“ Price Plan Period ”) and any Renewal Period. The term commences on the start date specified in the Order Form.
<i>You cannot cancel a subscription or Services during the term</i>	6.2. Subject to any rights of termination you may have, you may not cancel a subscription or change the delivery or access format for the Services during the term.
<i>The Agreement will auto-renew for additional 12 month terms, unless terminated in accordance with clause 6.5</i> <i>We will tell you the price for the renewed term at least 45 days before the Renewal Period</i>	6.3. The Agreement will automatically renew on the date following the expiry of the initial Price Plan Period for additional 12 month terms (each a “ Renewal Period ”) unless you provide us with a notice of termination in accordance with clause 6.5. For any Renewal Period, the price payable for the Services and Materials will be the price payable in the immediately preceding year, plus an annual percentage increase (or adjustment to reflect your actual usage level for that preceding year, whichever is the higher). A pre-determined annual increase may be specified in the Agreement or Order Form or, if not, such increase will be notified to you at least 45 days’ before the Renewal Period.
<i>Either party may terminate for material breach, with 14 days’ notice</i> <i>We can suspend the Service or Materials if you are in breach of the Agreement</i>	6.4. A party (“ Terminating Party ”) may terminate the Agreement (including the subscription for access to the Services and Materials) in the event of a material breach of any provision of the Agreement by the other party (“ Breaching Party ”), provided that the Terminating Party has provided written notice of the breach to the Breaching Party and the Breaching Party fails to remedy the breach within 14 days of such notice. A material breach includes, but is not limited to, failure to perform a payment obligation and infringement of intellectual property rights. For the avoidance of doubt, multiple non-material breaches in aggregate may constitute a material breach. We may suspend providing the Services or Materials to you for any period that we reasonably believe you are in material breach of the Agreement, starting from the date that we issue notice to you. Nothing in this clause is intended to limit out right to immediate termination in accordance with clause 3.3 (sanctions) or your payment obligations under the Agreement.
<i>You can terminate by giving notice at least 30 days prior to the start of the next Renewal Period</i>	6.5. You may terminate the Agreement (in whole or in part) by giving us at least 30 days’ written notice, to expire the day before the commencement of the next Renewal Period.
<i>Consumers and Small Businesses have additional termination rights during any Renewal Period</i>	6.6. In addition to your termination rights under the Agreement, if you are a “consumer” or if the Agreement with you is a “small business contract” under the Australian Consumer Law, at any time during any Renewal Period, you may terminate the Agreement by providing us with at least 30 days’ written notice. In this event, we will provide you with a pro rata refund of any charges paid in advance.
<i>We can terminate by giving notice at least 60 days prior to the start of the next Renewal Period</i>	6.7. We may terminate the Agreement (in whole or in part) by giving at least 60 days’ written notice.
<i>Effect of termination</i> <i>Clauses that survive termination</i>	6.8. On termination of the Agreement: (a) any licence granted under the Agreement terminates with the exception of the following residual rights: (i) you and Authorised Users may continue to use any Materials purchased and held by you and Authorised Users locally as at the date of termination (“ Downloaded Materials ”) subject to the licence conditions in the Agreement, at your and their own risk; (ii) we are not obliged to continue to provide any further Services or to store, maintain, back-up, retrieve or restore any Downloaded Materials that are lost or deleted by you or Authorised Users; and (iii) you and Authorised Users will no longer receive amendments to the Downloaded Materials, alerts relating to the Downloaded Materials, updates to the technology used

	<p>in the Downloaded Materials, or support or maintenance from us. As such, you acknowledge that this could impact the usability of the Downloaded Materials; and</p> <p>(b) clauses 2.4 (interest, right and title), 5 (limitation of liability), 7.2 (confidentiality) and 7.6 (governing law and jurisdiction) of the General Terms and Conditions, and any other clauses which should, by their nature, survive termination, shall survive.</p>
<i>Our obligations to you on termination</i>	6.9. If the Agreement is terminated, or any Services or Materials are cancelled without a reasonable replacement, for any reason other than by us under clause 6.4, our only obligation to you will be the pro rata refund to you of any relevant charges that you have paid in advance.
<i>Complimentary Services and Materials</i>	6.10. Where you are provided with access to Services or Materials for free, we have no obligation to continue to provide such Services or Materials and you have no right to receive the Services or Material. Such Services or Material may be withdrawn at any time without notice.
	7. OTHER
<i>How we can amend the Agreement</i>	<p>7.1.</p> <p>(a) We may make changes to the Agreement that we consider, acting reasonably and in good faith, are typographical or non-substantive changes without notice by publishing the amended terms on our website.</p> <p>(b) Subject to clause 7.1(c), we may make substantive changes to the Agreement at any time by providing at least 7 days' notice of the changes.</p> <p>(c) If we consider, acting reasonably and in good faith, that a change made pursuant to clause 7.1(b) is detrimental to you, notwithstanding anything in clause 7.3, we will provide notice by email to your nominated LexisNexis account contact at the email address we have on record.</p> <p>(d) In addition to any other termination rights you may have under the Agreement, if a change to the Agreement 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 (including during the Price Plan Period). In this event, we will provide you with a pro rata refund of any charges paid in advance. 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.</p>
<i>Details of the Agreement are confidential</i>	7.2. Neither party will disclose to any third party details of the Agreement or any of the negotiations undertaken in relation to the Agreement, including any pricing or discounting terms, without the prior written consent of the other. In the event that you select "Integrated Solution" as the Access Method in the Order Form, we may provide details of the Agreement to your GRC Provider.
<i>How we may give each other notices</i>	7.3. 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 your LexisNexis representative, by email to the address specified in the Order Form. Notices to you, if sent by email or by post, shall be sent to the postal address or email address we have on record. You agree to keep your contact information up to date and to notify us of any changes to your postal and email address for notices.
<i>No future waiver</i>	7.4. The failure of us or any third party supplier of Materials to enforce any provision of the Agreement 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 and delegation</i>	7.5. You may not assign your rights or delegate your duties under the Agreement (including any Additional Terms) without our prior written consent. You agree that we may assign our rights or delegate our duties under the Agreement as we consider fit, provided we notify you of same.
<i>The laws of NSW apply</i>	7.6. The Agreement shall be governed by and construed in accordance with the laws in force in New South Wales and each party submits to the exclusive jurisdiction of the courts of New South Wales.
<i>Third parties may assert and enforce the Agreement</i>	<p>7.7. Each third party supplier of Materials has the right to assert and enforce clause 2 (licence and restrictions on use) of these General Terms and Conditions.</p> <p>7.8. Where a clause of the Agreement grants or refers to a third party right or entitlement, you or we (as applicable):</p> <p>(a) hold the clause on trust for the relevant third party; and</p>

	<p>(b) are entitled to enforce those rights or entitlements on behalf of each person for whom they are held on trust.</p> <p>7.9. However, the Agreement may be amended in accordance with its provisions or by agreement between you and us despite the existence of these trusts.</p>
<i>Data protection</i>	<p>7.10. You are responsible for the legality of the personal data that you or Authorised Users provide to us. To the extent that you or Authorised Users provide personal data to us for account registration or otherwise, the parties acknowledge and agree that such information will be processed by us in accordance with the data protection laws, the LexisNexis Privacy Policy at https://www.lexisnexis.com/global/privacy/privacy-policy.page and the LexisNexis Data Processing Addendum at https://www.lexisnexis.com/global/privacy/processing-terms.page (“DPA”). Terms used but not defined in this clause 7.10 shall have the meanings ascribed to them in the DPA.</p>
<i>Services and Materials may be cancelled or suspended, and delivery timeframes may be extended, for causes beyond our reasonable control</i>	<p>7.11. We may cancel or suspend delivery of any Services or Materials in the event that we are delayed or prevented from performing the Services as a direct or indirect result of any war, terrorism, strike, lockout, delay or default of any manufacturer or supplier, act of God, or any other cause beyond our reasonable control. If we suspend (and do not cancel) delivery of any Services or Materials in these circumstances, any applicable timeframes for delivery are to be automatically extended by a period equal to the delay.</p>
<i>Severability</i>	<p>7.12. The Agreement will be enforced to the fullest extent permitted by applicable law. If anything in the Agreement is unenforceable, illegal or void then it is severed and the rest of the Agreement remains in force.</p>
<i>Entire agreement</i>	<p>7.13. The Agreement (including any applicable Additional Terms), constitutes the entire agreement between the parties concerning the subject matter of the Agreement and supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.</p>