

GENERAL TERMS AND CONDITIONS (Global Platform)

This Licence Agreement is between LexisNexis, a division of Reed Elsevier (Singapore) 2008 Pte. Ltd. ("we or us") and the individual or company to whom LexisNexis has agreed to supply the online and/or digital services and materials ("you" or "Subscriber"). The following terms and conditions govern your use of the online services and/or digital services (such as LexisNexis Red) supplied by LexisNexis (the "Services") and the materials and content available therein ("Materials").

1. LICENCE; RESTRICTIONS ON USE

- 1.1 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 for (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students. This licence is subject to the following limitations:
- (a) The right to electronically display Materials retrieved from the Services is limited to the display of such Materials primarily to one person at a time. This does not limit the number of Authorised Users who may individually access the Services at the same time;
- (b) The right to obtain a printout of Materials is limited to a printout of a reasonable portion of the Materials obtained using the printing commands of the Services or your web browser software and the creation of a single printout of a reasonable portion of the Materials downloaded via downloading commands of the Services or your web browser software (collectively, "Authorised Printouts"); and
- (c) 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 one person's exclusive use. Insubstantial electronic copies of the Materials may be incorporated into advice provided to a specific client in respect of a specific matter. This clause is subject to the overriding obligation upon you not to create your own independently searchable database of the Materials.
- 1.2 To the extent expressly permitted by applicable copyright law, you may make copies of Authorised Printouts and distribute Authorised Printouts and copies within your organisation.
- 1.3 Except as specifically provided in clauses 1.1 and 1.2, you are otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using Materials retrieved from the Services. You may not print or download Materials without using the printing or downloading commands of the Services or your web browser software. All access to and use of the Services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Services is strictly prohibited. Use of the Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 1.4 All rights, 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. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Services, Materials, or copies thereof.
- 1.5 Except as specifically provided herein, you may not use the Services or Materials retrieved from the Services in any fashion that infringes the copyright or proprietary interests therein.
- 1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Services.
- 1.7 Other provisions that govern your use of Materials are set forth in your order form, any agreed addendum, 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. To the extent there is any inconsistency between the Additional Terms and the General Terms and Conditions, the Additional Terms prevail in the order that they appear above.

2. ACCESS TO SERVICES

- 2.1 Only your employees, students, support personnel and barristers within your chamber (as relevant) authorised by both us and you shall be entitled to access and use the Services and Materials ("Authorised Users").
- 2.2 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Services for which you have not subscribed.
- 2.3 Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.
- 2.4 You must ensure that each person having access to the Services and Materials:
- (a) is an Authorised User; and
- (b) is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Subscriber shall be responsible for use of the Services and Materials by Authorised Users.
- 2.5 For Customers subscribing to **LexisNexis Red digital services ("LexisNexis Red")**: in addition to other rights granted under these General Terms and Conditions, titles on LexisNexis Red that appear in your customer agreement or order form are licensed to you in perpetuity subject to this agreement. In order to access and use LexisNexis Red titles you must download the LexisNexis Red mobile digital device software application and accept the LexisNexis 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"). Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of LexisNexis 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 LexisNexis Red title subscription:
- (a) you and your Authorised Users may continue to use the LexisNexis Red content purchased as at the date of termination and continue to use the Red mobile App subject to the licence conditions in these General Terms and Conditions and to the Red App Conditions, at your own risk;
- (b) LexisNexis is not obliged to store, maintain, back-up, retrieve or restore any LexisNexis Red content that is lost or deleted by you;
- (c) you will no longer receive content amendments, access to links within the title, updates to the LexisNexis 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 LexisNexis Red content from termination. You may only receive updates in the Red App, as made generally available without fee, from time to time; and
- (d) clauses 1.4, 1.5, 1.6, 4, 5.4, 5.6 and 5.9 of the General Terms and Conditions survive termination. For the avoidance of doubt, by maintaining each of your LexisNexis Red title subscriptions, you will receive updates to the content on those LexisNexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.
- 3. LIMITED WARRANTY**
- 3.1 We represent and warrant that we have the right and authority to make the Services available pursuant to our agreement with you.
- 3.2 **SUBJECT TO CLAUSE 3.1 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND, UNLESS EXPRESSLY STATED TO THE CONTRARY IN THIS AGREEMENT, WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, BY STATUTE, TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THAT THE SERVICES AND MATERIALS ARE OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO ENABLE US TO KEEP THE SERVICES AND MATERIALS UP-TO-DATE.**

- 3.3 Subject to clause 5.9, it is not intended that any contract between us and the Subscriber for the supply of Services should be enforceable by any third party.
- 3.4 Any waiver by us of any of these General Terms and Conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.
- 4. LIMITATION OF LIABILITY**
- 4.1 To the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
- (a) any errors in or omissions from the Services or any Materials available or not included therein,
- (b) the unavailability or interruption to the supply of the Services or any features thereof or any Materials,
- (c) Subscriber's use or misuse of the Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Services),
- (d) your use of any equipment in connection with the Services,
- (e) the content of Materials,
- (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or
- (g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this agreement (other than liability for death or personal injury).
- 4.2 "**Covered Party**" means (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 4.3 Our liability to you for 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 to our option to supplying the Services or Materials again or paying for their re-supply. Nothing in these General Terms and Conditions is intended to exclude liability for death or personal injury resulting from 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, 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. 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 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, 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 neither intended, nor should they be used, as a substitute for professional advice or judgment or to provide legal advice with respect to particular circumstances.
- 4.8 We do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Materials (including answering a query) is either sufficient, up to date or appropriate for any particular or actual circumstances. Whilst reasonable efforts are made to keep the Materials up to date, you should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.
- 4.9 We are not a law firm; we do not represent or advise clients in any matter and are not bound by the professional responsibilities and duties of a practising lawyer. Nothing in the Services, or the Materials or in the Agreement nor any receipt or use of the Services, shall be construed or relied on as advertising or soliciting to provide any legal services, creating any solicitor-client relationship or providing any legal representation, advice or opinion whatsoever on behalf of us or our staff.
- 4.10 Any password/ID number issued by us to an Authorised User is personal and confidential to that Authorised User. If we suspect that any password/ID is being used by an unauthorised User or a different Authorised User to the person to whom it was issued, that password/ID may be cancelled and you may be liable for additional charges, in accordance with our then current price list or catalogue for the applicable Services, in respect of any such unauthorised use.
- 5. MISCELLANEOUS**
- 5.1 This agreement is for the period specified in your Order Form.
- 5.2 We may terminate this agreement (in whole or in part) by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance. We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to us if you fail to comply with any of your obligations hereunder. On termination of this agreement, any licence granted under this agreement, other than any perpetual licence granted hereunder, terminates (including the licence in clause 1.1).
- 5.3 These General Terms and Conditions may be changed by us from time to time, however changes detrimental to you may only be changed at the expiry of your subscription for access to the Services. All other provisions may be changed by us immediately upon notice. If any changes are made to the General Terms and Conditions that are detrimental to you, you may terminate the Agreement upon written notice to us if any such change is unacceptable to you. For termination to be effective under this clause, we must receive your notice of termination within 30 days of the date of the notice. Continued use of the Services following the expiration of 30 days following the date our notice to you of any detrimental change constitutes acceptance of the change but does not affect your other termination rights. Continued use of the Services during the period starting on the effective date of the change until the date of termination by you in accordance with this clause will be subject to the changes notified to you, including any increases in price.
- 5.4 Neither party will disclose to any third party details of this agreement or any of the negotiations undertaken in relation to this agreement, including any pricing or discounting terms (if any), without the prior written consent of the other.
- 5.5 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by LN. Notices to you shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Services; or on the date received, if delivered in any other manner. Notices to us should be sent to your LexisNexis account representative, or if you do not have an account representative to LexisNexis customer services, at LexisNexis, 3 Killiney Road #08-08 Singapore 239519, with a copy by email to help.sg@lexisnexis.com. Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
- 5.6 The failure of us or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 5.7 You may not assign your rights or delegate your duties under these General Terms and Conditions or any Additional Terms without our prior written consent.

- 5.8 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of Singapore and each party submits to the non-exclusive jurisdiction of the courts of Singapore.
- 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. Except as otherwise provided under this Agreement, this Agreement not shall create any rights for or enforceable by any third party and the application of the Contracts (Rights of Third Parties) Act 2001 of Singapore is hereby excluded.
- 5.10 In accordance with the Personal Data Protection Act 2012 of Singapore, LN will provide and export personal data about Authorised Users to other members of our company group, including RELX Inc. in the United States and third parties appointed to carry out the provision of, or any aspect of, the Services 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. You agree and shall procure your Authorised Users to consent to LN (or third parties acting on behalf of LN) using such personal data provided pursuant to this agreement for direct marketing offers and other related marketing and promotional activities, including but not limited to the following (a) latest developments in the legal and/or business industry; (b) marketing and promotional materials on LN's products and services, which includes (print and/or electronic); (c) updates on upcoming events and seminars; and (d) survey forms to obtain feedback on LN's products and services. If you do not wish to receive information about other products, services, offers and events, please notify our privacy officer in writing sent to sg.dataprotectionofficer@lexisnexis.com. You further warrant that the consent obtained is true and accurate and that the data subject provides any and all necessary personal data for the purposes of this agreement voluntarily and that such consent extends to the exportation as aforementioned.
- 5.11 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 our website at <https://www.lexisnexis.com.sg/en-sg/privacy-statement.page>.
- 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 held by any competent authority to be invalid or unenforceable in whole or in part, then it will be severed and the validity of the other provisions of the General Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 5.13 You are neither identified on, nor shall you provide access to LN Services to any individuals or entities identified on, OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.
- 5.14 Confidentiality. You understand that the prices offered to you in relation to the Services and Materials are confidential and disclosure of the same could cause competitive harm to LN. You agree to receive and maintain such pricing in trust and confidence and take reasonable precautions against such disclosure to any third person.

TERMS AND CONDITIONS PRINT & DIGITAL PRODUCTS

GENERAL

- These terms and conditions are incorporated into all contracts for the supply of print products and/or electronic or digital works ("Goods & Services") to the Customer (as defined on the LexisNexis Order Form and identified herein as "Customer", "you" or "your") by LexisNexis, a division of Reed Elsevier (Singapore) 2008 Pte Ltd ("LexisNexis", "us", "our" or "we"), other than contracts specified in clause 2. They supersede any previously issued terms and conditions.
- 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 and conditions.
- Subject to clauses 35 to 37, the Customer acknowledges that 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 clauses 6 to 10 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"). Prices and Delivery Charges are subject to change without notice. Handling fees may be imposed for expedited request, overseas shipment, or courier services. Additional surcharge may apply for any bank returns or bounced check.
- Existing discounts agreed by us at the date of these terms and conditions shall continue to have effect for the Term (but will not necessarily apply to any Renewal).
- Any discount offered by LexisNexis is at our discretion and subject to any conditions that LexisNexis may elect to impose.
- Any promotional offer that LexisNexis makes is exclusive of and cannot be used with any other offer, promotion or discount.
- All prices are subject to GST at the applicable rate.
- The Customer must let us know as soon as practicable if the number of fee earners (where applicable) increases or decreases. If there is an increase in this number, the price payable will automatically be adjusted to cover the price of additional licenses. If there is a decrease, the price payable will be adjusted effective from the customer's next Renewal.

RENEWAL

- This agreement shall be for the Term specified in your Order Form. Upon the expiration of the Term, you may opt for a renewal or extension ("Renewal"), and the price payable for the Goods & Services during the Renewal period, will be the price payable in the immediately preceding term, plus an annual adjustment (or actual usage level for the preceding year, whichever is the higher)

VARIATION, BREACH & TERMINATION

- We may suspend or discontinue providing the Goods & Services to the Customer without notice and pursue any other remedy legally available to us if:
 - Customer breaches these terms and conditions or;
 - Customer fails to comply with any of its obligations hereunder; or
 - Customer infringes any intellectual property rights granted herein.
- 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 period whilst all other changes take effect within 7 days of notice to the customer. The customer may terminate their agreement immediately upon written notice to us if any change is unacceptable. Continued use of the Goods & Services by customer following any change constitutes acceptance of the change.
- Subject to clause 25, the customer may terminate this agreement for Goods & Services (in whole or part) by giving us at least 90 days' written notice, to expire the day before the anniversary of the commencement date or Term (whichever is the longer).

CREDIT

- By submitting the Order Form, 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 Order Form or is obtained by us from any third party, to any other credit provider or credit reporting agency: a) concerning the Customer's credit worthiness; and b) for the purpose of providing or obtaining a reference.
- We may impose credit limits which may be varied by us from time to time. If the Customer exceeds the credit limit then Goods & 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, without limitation a) withhold further supplies including Goods & Services which have already been fully paid; or b) submit the customer's account to a collection agency. If we do submit the account to a collection agency, the customer agrees that we may recover the outstanding amount specified in the invoice including interest, our legal costs, bank fees and charges and other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.
- 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.

ELECTRONIC / DIGITAL PRODUCTS

- Digital products supplied are also subject to additional terms and conditions which Customers are required to accept prior to using the product.
- Delivery of digital products is made using the world wide web.

- LexisNexis will not be responsible for internet access, device maintenance or storage related requirements on the Customer's device.
- Unless expressly permitted herein, you are granted a perpetual licence to use any electronic or digital products purchased for as long as you do not, nor permit others to:
 - copy, reverse engineer, decompile, disassemble, derive source code, modify, or create compilations or derivative works of the electronic or digital product;
 - remove, disable, or defeat any functionality designed to limit or control access to or use of the electronic or digital product;
 - use the electronic or digital product to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for commercial sale or use by others or make the electronic or digital product available through any timesharing system, service bureau, the internet, or any other similar technology now existing or developed in the future;
 - use it in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis or its suppliers;
 - remove or obscure any copyright notice or other notice or terms of use; or
 - download to any media center or library device or any other device that allows for access by multiple users.

The license granted in this clause 23 allows for concurrent access to the electronic or digital product on such number of devices as specified in the order form.

SUBSCRIPTIONS

- Pay In Advance ("PIA") Subscriptions. a) PIA Subscriptions commence on the date specified on our invoice or order form (as the case may be) ("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.
- 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 any term to the contrary, Customers may terminate PAYG Subscriptions by providing 90 days written notice 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.

DELIVERY

- Orders for Goods & Services are accepted by us subject to availability of stock and may be delivered in two or more instalments. Subject to clauses 35 and 36 and to the maximum extent permitted by law, LexisNexis has no liability for any consequential losses including 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 Form 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 upon delivery. Title to Goods & Services will pass to the Customer upon payment in full.
- Time is not of the essence for delivery of Goods & Services and our liability for incorrect delivery or failure to deliver is limited as set out in clauses 35 and 36.

LOSS OR DAMAGE IN TRANSIT

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

PRINT RETURNS

- Return of printed Goods & Services which are defective, incorrect or faulty will be accepted for credit provided such defective, incorrect or faulty printed Goods & Services:
 - are received at our warehouse within 30 days of the date of invoice,
 - are accompanied by a copy of the returns note/invoice marked "cancel",
 - provide the valid authorisation code obtained from our Customer Support department before Goods & Services are returned; and
 - are defective, incorrect or faulty due to no fault of the Customer.
- Refunds will be given only where the print products are returned as above and there are no other amounts outstanding and due on the Customer's credit account with us. Collection of returns must be from the original address of delivery by LN and if Customer requires LN to collect returns from a different address, LN reserves the right to charge an additional sum, depending on the location advised by the Customer.
- For the avoidance of doubt, the return policy in clause 32 does not apply to digital products.

WARRANTIES AND LIABILITY

- To the maximum extent permitted by law, our liability to the Customer is limited at our option to: (a) in the case of goods, replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and (b) in the case of services, resupply of the services or payment of the cost of re-supplying the services.
- Our liability to the Customer for negligence and breach of contract is limited to the cost of replacing the Goods & Services ordered.
- Subject to clauses 35 and 36 and to the maximum extent permitted by law, we exclude all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise, including without limitation warranties and guarantees regarding the availability of any Goods & Services at any particular time.
- It is not intended that any contract between us and 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 Support department or Customer's account representative at the address set out in the most recently

delivered invoice. Such notices must state the Customer's name and (where applicable) account number. Notices sent by us will be sent to the Customer's last known address.

41. Any change to the Customer details, including name, invoice, delivery and site addresses must be notified to us in writing within 30 days of the date of the change.

UNFORSEEN EVENTS

42. 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.

DATA PROTECTION

43. In accordance with the Personal Data Protection Act 2012, LexisNexis will provide and export personal data about Customers to any subcontractor appointed to carry out the provision of, or any aspect of, the Goods & Services for the purposes of (a) providing access to and use of the Goods & Services to You; (b) provide customer support, billing and other similar activities related to the Goods & Services.
44. You further agree to LexisNexis (or such third parties acting on behalf of LexisNexis) using such personal data provided pursuant to these terms and conditions for direct marketing materials and other related marketing and promotional activities, including but not limited to the following (a) latest developments in the legal and/or business industry; (b) marketing and promotional materials on LexisNexis's products and services, which includes (print and/or electronic); (c) updates on upcoming events and seminars; and (d) survey forms to obtain feedback on LexisNexis's products and services.

GOVERNING LAW

45. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore without regard as to conflict of laws principles and the parties hereby agrees to submit to the non-exclusive jurisdiction of the courts of Singapore.