

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.	
Parties to the contract	For Use of the LexisNexis Services
	This Licence Agreement is between LexisNexis NZ Limited NZBN 9429039011855 ("we", "us" or
	"our") and the individual or company to whom LexisNexis has agreed to supply the online and/ or
	digital services and materials ("you", "your" or "Customer").
What these terms cover	The following terms and conditions govern your use of the online services and/or digital services
what these terms cover	(such as Lexis Red) supplied by LexisNexis (the "Services") and the materials and content available
	therein ("Materials").
How you can use the	1. LICENCE; RESTRICTIONS ON USE
Services and Materials	
Third party terms may	1.1. Your use of specific Materials forming part of the Services ("Specific Materials") may also be
apply	subject to any supplemental third party terms set forth at https://www.lexisnexis.com/en-
	us/terms/supplemental.page in respect of such Specific Materials ("Supplemental Terms").
Use for internal purposes	It is your responsibility to access that LexisNexis link to determine what Supplemental Terms,
only:	if any, apply to the Services. Subject to any applicable Supplemental Terms for Specific
(i) research or study	Materials, you are granted, during the term of this agreement, a non-exclusive, non-
(ii) professional services	transferable, limited licence to access and use the Services and Materials from time to time
(iii) academic services	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:
Not for public display	(a) The right to electronically display Materials retrieved from the Services is limited to the display
	of such Materials primarily to one person at a time, subject to the Supplemental Terms for
	Specific Materials. This does not limit the number of Authorised Users who may individually
	access the Services at the same time;
Authorised Printouts	(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
Some machine-readable	(c) Subject to clause 2.7, the right to retrieve and store machine-readable copies of Materials is
copies can be kept for up	limited to the retrieval of a single copy of a reasonable portion of the Materials included in
to 90 days	any individual file of the Services using the downloading commands of the Services or your
10 90 days	web browser software and in respect of Services storage of that copy in machine readable
Kaaning appias boyand	
Keeping copies beyond	form for no more than 90 days primarily for one person's exclusive use. Insubstantial
90 days where	electronic copies of the Materials may be stored beyond the time restriction referred to in this
incorporated into advice	clause 1(c) where: (i) the Materials have been incorporated into advice provided to a specific
or for legal, regulatory or	client in respect of a specific matter; and/or (ii) the Material is required to be kept for some
evidential requirements	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
You cannot create your	clause is also restricted to the extent the storage of those Materials is not further limited or
own electronic database	prohibited by the Supplemental Terms for Specific Materials.
Copyright law and	1.2. To the extent expressly permitted by applicable copyright law and not further limited or
distribution within your	prohibited by the Supplemental Terms for Specific Materials, you may make copies of
organisation	Authorised Printouts and distribute Authorised Printouts and copies within your organisation.
Automated access,	1.3. Except as specifically provided in clauses 1.1 and 1.2, you are otherwise prohibited from
search or storage	downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or
prohibited. Individual,	using Materials retrieved from the Services. You may not print or download Materials without
manual search only.	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.
We retain all intellectual	1.4. All right, title, and interest (including all copyrights and other intellectual property rights) in the
property rights in the	Services and Materials (in both print and machine-readable forms) belong to us or our third
Services and Materials,	party suppliers. RELX Group and the RE symbol are trademarks of RELX Intellectual
as well as our	Properties SA, used under licence. You acquire no ownership of copyright or other
trademarks.	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.
Do not remove copyright	1.6. You may not remove or obscure the copyright notice or other notices contained in Materials
notices.	retrieved from the Services.
You cannot cancel a	1.7. You may not cancel a subscription or change the delivery or access format for the Services
subscription or Services	during the Price Plan Period.
	5
during the Price Plan	
during the Price Plan Period	
during the Price Plan	<ol> <li>Other provisions that govern your use of Materials are set forth in your order form, any agreed addendum, the LexisNexis Terms of Trade available at</li> </ol>



	1	
with us, and order of		https://www.lexisnexis.co.nz/ data/assets/pdf file/0007/428758/20220124-LNNZ-Terms-
precedence.		of-Trade-v1.pdf, the Supplemental Terms for Specific Materials, online descriptions of files,
		online notices following file selection, and individual documents retrieved from the Services
		(collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions. References to "Services" in the Terms of Trade shall be
		references to Services and Materials as defined herein, for the purpose of these General
		Terms and Conditions. References to "Customer" or "you" in the Terms of Trade shall be
		references to you or Customer as defined herein, for the purposes of these General Terms
		and Conditions. To the extent there is any inconsistency between the Additional Terms and
		General Terms and Conditions, the Additional Terms prevail in the order that they appear
		above.
	2.	ACCESS TO SERVICES
Who is an Authorised	2.1	Only your Legal Users or Academic Users (as applicable), and reasonable additional
User?		employees and support personnel authorised by both us and you shall be entitled to access
		and use the Services and Materials ("Authorised Users"). You warrant that you are neither
No access for persons		identified on, nor shall you provide access to Services to any individuals or entities identified
subject to sanctions		on, (1) OFAC's list of Specially Designated Nationals ("SDN List"), (2) the UK's HM
		Treasury's Consolidated List of Sanctions Targets, (3) the EU's Consolidated List of Persons,
		Groups, and Entities Subject to EU Financial Sanctions, (4) any other applicable sanctions
		lists, or (5) any person 50 percent or more owned, directly or indirectly, individually or in the
Definition of Academic	2.2	aggregate by a person(s) identified in (1) through (4). For Academic Institutions, "Academic Users" means the total number of New Zealand-based
User	2.2	unique students enrolled in courses taught by members of the law faculty. "Academic
0.001	1	Institution" means a tertiary education institution established or continued under the
	1	Education and Training Act 2020.
Definition of Legal User	2.3	For all customers excluding Academic Institutions, "Legal Users" means all of your New
201111101101 20ga: 0001	2.0	Zealand-based employees, contractors, partners, incoming secondees or, for chambers,
		barristers who:
		a) provide legal or related services (including, but not limited to, compliance, conveyancing,
		migration and intellectual property/ patent services) which are billed to your clients; or
		b) are involved in a legal advisory role.
You have a limited right	2.4	Except for use incidental to occasional, short-term travel, you may not use an identification
to access the content		number to access the Services and Materials from outside the country for which it was
outside New Zealand		issued. You indemnify us against any loss, injury, claim, liability, or damage of any kind
and agree to indemnify		resulting in any way from your use of the Services and Materials from outside the country for
us for such use.		which it was issued. This clause does not apply to digital services.
You can only access	2.5	Your identification number(s) may be restricted from accessing certain Materials otherwise
· · · · · <b>,</b> · · · · · ·		
subscribed content.	_	available in the Services for which you have not subscribed.
Changes to the Materials	2.6	available in the Services for which you have not subscribed. Materials and features may be added to or withdrawn from the Services and the Services
Changes to the Materials and Services.	2.6	available in the Services for which you have not subscribed. Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.
Changes to the Materials and Services. You are responsible for	2.6 2.7	available in the Services for which you have not subscribed.         Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.         You must ensure that each person having access to the Services and Materials:
Changes to the Materials and Services.	2.6 2.7 (a)	available in the Services for which you have not subscribed. Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice. You must ensure that each person having access to the Services and Materials: is an Authorised User; and
Changes to the Materials and Services. You are responsible for	2.6 2.7	available in the Services for which you have not subscribed.         Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.         You must ensure that each person having access to the Services and Materials: is an Authorised User; and is using those Services and Materials only in accordance with these General Terms and
Changes to the Materials and Services. You are responsible for	2.6 2.7 (a)	available in the Services for which you have not subscribed.         Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.         You must ensure that each person having access to the Services and Materials: is an Authorised User; and is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the
Changes to the Materials and Services. You are responsible for your Authorised Users.	2.6 2.7 (a) (b)	available in the Services for which you have not subscribed.         Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.         You must ensure that each person having access to the Services and Materials: is an Authorised User; and is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for	2.6 2.7 (a) (b)	available in the Services for which you have not subscribed.         Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.         You must ensure that each person having access to the Services and Materials:         is an Authorised User; and         is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.         For Customers subscribing to Practical Guidance: in addition to other rights granted
Changes to the Materials and Services. You are responsible for your Authorised Users.	2.6 2.7 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for	2.6 2.7 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials:</li> <li>is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for	2.6 2.7 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials:</li> <li>is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us,</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance	2.6 2.7 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application ("Red App") terms and conditions as</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application ("Red App") terms and conditions as may be amended from time to time and which are available through the 'Terms and</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights armay of the mough the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials:</li> <li>is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Service software in through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, illnk within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, itles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that</li> </ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application for the Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions. Upon termination of a particular Lexis Red title subscri</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title subscription: you and your Authorised Users may continue to use the Red</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and conditions as may be amended from time to time and which are available through the 'Terms and Conditions' link within the Red App ("Red App Conditions"). In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these Genera</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, itles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be explicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions, Upon termination of a particular Lexis Red title sub</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1 (c) of the General Terms and Conditions will not be explicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title su</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software applications". In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title subscription: you and your Authorised Users may continu</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software application to other rights granted under these General Terms and Conditions, itiles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions, upon termination of a particular Lexis Red title subscription: you and your Authorised Users may continue to use the Re</li></ul>
Changes to the Materials and Services. You are responsible for your Authorised Users. Additional terms for Practical Guidance Additional terms for	2.6 2.7 (a) (b) 2.8 2.9 (a) (b)	<ul> <li>available in the Services for which you have not subscribed.</li> <li>Materials and features may be added to or withdrawn from the Services and the Services may otherwise be changed without notice.</li> <li>You must ensure that each person having access to the Services and Materials: is an Authorised User; and</li> <li>is using those Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms. The Customer shall be responsible for use of the Services and Materials by Authorised Users.</li> <li>For Customers subscribing to Practical Guidance: in addition to other rights granted under these General Terms and Conditions, you may copy, revise, customise and use the forms, precedents and checklists in the Materials for the purposes of any matter on which you are advising; and make available to clients, potential clients and others copies of such Materials on a reasonable, non-systematic basis that is not commercially prejudicial to us, subject to crediting third parties where such material is attributed to them.</li> <li>For Customers subscribing to Lexis Red: In order to access and use Lexis Red titles you must download the Lexis Red mobile digital device software application and accept the Lexis Red mobile digital device software applications". In addition to other rights granted under these General Terms and Conditions, titles on Lexis Red that appear in your customer agreement or order form are licenced to you in perpetuity subject to this Agreement and the foregoing. Clause 1.1.(c) of the General Terms and Conditions will not be applicable in respect of Lexis Red titles as you will not be required to delete any Red title from your device upon termination. You will be able to maintain the "main work" that you have accumulated onto your device in perpetuity subject to the licence conditions in these General Terms and Conditions and the Red App Conditions. Upon termination of a particular Lexis Red title subscription: you and your Authorised Users may continu</li></ul>

# LexisNexis®

#### **GENERAL TERMS AND CONDITIONS**

	You may only receive updates in the Red App, as made generally available without fee, from time to time; and
	<ul> <li>(d) clauses 1.4, 1.5, 1.6, 4, 5.5, 5.6 and 5.9 of the General Terms and Conditions survive termination.</li> </ul>
	2.10 For the avoidance of doubt, by maintaining each of your Lexis Red title subscriptions, you will receive updates to the content on those Lexis Red titles as and when available, as well as access to ongoing legal updates and technological changes to the Red App.
Additional terms for Clause Intelligence	<ul> <li>2.11 For Customers subscribing to Clause Intelligence, the following additional terms apply:</li> <li>(a) In addition to other rights granted under these General Terms and Conditions, you may copy, revise, download, customise and use the clause recommendations generated by Clause Intelligence for the purposes of any matter on which you are advising; and make available to clients, potential clients, and others copies of such content on a reasonable, non-systemic basis that is not commercially prejudicial to us, subject to crediting third parties (if applicable) where such material is attributed to them.</li> <li>(b) You may upload your file/document(s) in Microsoft Word (.docx) format into Clause Intelligence. Your file/document(s) is only processed for the purposes of generating clause recommendations by Clause Intelligence. Your file/document(s) will only be stored temporarily during each user session and will be completely removed from Clause Intelligence using your own professional skills, and where used by you, you will do so at your own risk. You acknowledge that any clause recommendations generated by Clause Intelligence are only generated using the Materials from New Zealand Forms and Precedents and Practical Guidance modules to which you have subscribed.</li> <li>(d) When you upload your file/document(s) into Clause Intelligence, you are responsible for ensuring that you, and your Authorised Users, do not disclose any confidential information which may be in breach of any applicable laws or any duty of confidentiality. LexisNexis shall not be liable for any breach of any applicable laws or duties of confidentiality by you or your Authorised Users.</li> <li>(e) We are not obliged to store, maintain, back-up, retrieve or restore any file/document(s),</li> </ul>
Additional terms for Folders	<ul> <li>content or clause recommendation that is lost or deleted by you.</li> <li>2.12 The Services may contain a feature that will allow your Authorised Users to create work folders or work spaces ("Folders") from research sessions that are associated solely with their respective LexisNexis IDs. The Folders are designed to allow your Authorised Users to save copies of Materials made available by us, as well as links to Materials. Authorised Users may also share the Folders with third party LexisNexis authorised users, however such third party users will only be permitted to access Materials in the Folders for which they have a current subscription. We represent and warrant that the Folders will be under the exclusive control of your Authorised Users and we will not access or otherwise review the content of Folders without your authorisation. Notwithstanding the foregoing, we may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorised Users are solely responsible for the content of their respective Folders. You represent and warrant Authorised Users are prohibited from uploading content to the Folders that is defamatory, libellous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. Access to and use of the Folders may be subject to technical limitations such as storage limits, downtime for maintenance or third party service availability. We are not responsible for backing up, or for any damage to or loss of, any content uploaded to the Folders by you. The Folders will be continuous or error-free. You agree to use the Folders in accordance with any acceptable use limitations and guidelines as may be notified to you from time to time.</li> <li>3. WARRANTIES AND GUARANTEES</li> </ul>
We warrant that we have the right to grant you access to the Services	3.1 We represent and warrant that we have the right and authority to make the Services available pursuant to our agreement with you.
The Services and Materials are provided on an "as is" and "as available" basis.	3.2 Subject to clauses 3.1 and 3.2 and to the maximum extent permitted by law, the Services are provided on an "as is", "as available" basis and, unless expressly stated to the contrary in this Agreement, we exclude all representations, warranties and guarantees, whether express or implied, by statute, trade or otherwise, including without limitation that the Services and Materials are or will be complete or free from errors or that information will continue to be available to us to enable us to keep the Services and Materials up-to-date.
No enforcement of agreement by third parties except under cl 5.10	3.3 Subject to clause 5.10, it is not intended that any contract between us and the Customer for the supply of Services should be enforceable by any third party.
No future waiver	3.4 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.



The Consumer Guarantees Act and certain sections of the Fair Trading Act do not apply	3.5	You acknowledge for all purposes that you enter, and hold yourself out as entering, into this Agreement for the purpose of a business or being in trade and the Consumer Guarantees Act 1993 will not apply.
	4.	LIMITATION OF LIABILITY
This slaves limits the		
This clause limits the	4.1	To the maximum extent permitted by law a Covered Party (as defined below) shall not be
circumstances in which	(-)	liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
we may be liable to you.	(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)	Customer's use or misuse of the Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Services);
	(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,
	4.3	successor, or assign of any third party supplier of Materials or any of their affiliates. Our liability to you for loss or damage of any kind (including loss or damage caused by
	4.5	negligence) is reduced to the extent that you caused or contributed to that loss or damage.
This clause caps the	4.4	To the maximum extent permitted by law, the aggregate liability of the Covered
amount of any liability to		Parties whether for breach of this Agreement or in tort (including negligence) or for
you under this		any other common law or statutory cause of action shall not exceed the lesser of
Agreement.		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.
This clause excludes	4.5	The Covered Parties shall not be liable for any special, indirect, incidental, or
liability for consequential loss.		consequential damages of any kind whatsoever (including, without limitation, legal fees and loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data) in any way due to, resulting from, or arising in connection with the goods and services, or the failure of any Covered Party to perform its obligations, regardless of any negligence of any Covered Party.
The Materials are for	4.6	The Materials are provided for reference purposes only and are not intended, nor should
reference purposes only		they be used, as a substitute for professional advice or judgment or to provide legal advice
and are not a substitute		with respect to particular circumstances.
for legal advice.		
We do not have any	4.7	We do not undertake any obligation to consider whether the information provided to or by
obligation to make sure		us for the purpose of our Materials (including answering a query) is either sufficient, up to
the Materials are		date or appropriate for any particular or actual circumstances. Whilst reasonable efforts
sufficient, up to date or		are made to keep the Materials up to date, you should obtain independent verification or
appropriate for any actual		advice before relying upon any piece of information in circumstances where loss or
or particular		damage may result.
circumstances.	4.0	We are not a low firm; we do not concernt or advice clients in any matter and are not
We are not a law firm and		
we are not providing legal	4.8	We are not a law firm; we do not represent or advise clients in any matter and are not
we are not providing legal	4.8	bound by the professional responsibilities and duties of a practising lawyer. Nothing in the
we are not providing legal services.	4.8	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
	4.8	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
	4.8	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
services.		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.
	4.8	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. Any password / ID issued by us to an Authorised User is personal and confidential to that
services. User IDs are personal		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.
services. User IDs are personal and confidential to the		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. Any password / ID 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
services. User IDs are personal and confidential to the individual. We may		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. Any password / ID 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
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs		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. Any password / ID 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 /
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for	4.9	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. Any password / ID 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.
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use.	4.9 5.	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. Any password / ID 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.
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at	4.9	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. Any password / ID 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. <b>MISCELLANEOUS</b> This Agreement is for the minimum period specified in the Price Plan Period. This
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at least 30 days before	4.9 <b>5</b> .	<ul> <li>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.</li> <li>Any password / ID 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.</li> <li>MISCELLANEOUS</li> <li>This Agreement is for the minimum period specified in the Price Plan Period. This Agreement will automatically renew on the date following the expiration of the Price Plan</li> </ul>
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at least 30 days before renewal, this Agreement	4.9 <b>5</b> .	<ul> <li>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.</li> <li>Any password / ID 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.</li> <li>MISCELLANEOUS</li> <li>This Agreement is for the minimum period specified in the Price Plan Period. This Agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional 12 month terms unless you provide us with a notice of</li> </ul>
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at least 30 days before renewal, this Agreement will auto-renew for	4.9 <b>5</b> .	<ul> <li>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.</li> <li>Any password / ID 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.</li> <li>MISCELLANEOUS</li> <li>This Agreement is for the minimum period specified in the Price Plan Period. This Agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional 12 month terms unless you provide us with a notice of termination in accordance with clause 5.2. The price payable for the Services and</li> </ul>
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at least 30 days before renewal, this Agreement will auto-renew for additional 12 month	4.9 <b>5</b> .	<ul> <li>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.</li> <li>Any password / ID 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.</li> <li>MISCELLANEOUS</li> <li>This Agreement is for the minimum period specified in the Price Plan Period. This Agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional 12 month terms unless you provide us with a notice of termination in accordance with clause 5.2. The price payable for the Services and Materials will be the price payable in the immediately preceding Price Plan Period, plus</li> </ul>
services. User IDs are personal and confidential to the individual. We may cancel any shared IDs and you may be liable for additional charges for unauthorised use. Unless terminated at least 30 days before renewal, this Agreement will auto-renew for	4.9 <b>5</b> .	<ul> <li>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.</li> <li>Any password / ID 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.</li> <li>MISCELLANEOUS</li> <li>This Agreement is for the minimum period specified in the Price Plan Period. This Agreement will automatically renew on the date following the expiration of the Price Plan Period ("Renewal") for additional 12 month terms unless you provide us with a notice of termination in accordance with clause 5.2. The price payable for the Services and</li> </ul>



We will tell you the price for the renewed term at least 45 days prior to the renewal date.	with LexisNexis or customer order form or, if not, will be notified to you at least 45 days before the Renewal date. Following any Renewal, references in this Agreement to "Price Plan Period" include the additional 12 month terms unless otherwise indicated.
Either party may terminate for breach. You can terminate by giving notice at least 30 days prior to renewal. We can terminate at any time on 60 days' notice. We can suspend or	5.2 Either party may terminate the subscription for access to the Services upon notice to the other for breach. You may terminate this Agreement (in whole or in part) by giving us at least 30 days' written notice, to expire the day before the anniversary of the commencement date or last day of the period set forth in the Price Plan Period (whichever is the later) as specified in the order form ("Customer Notice Period"). We may terminate this Agreement (in whole or in part) by giving at least 60 days' notice. Our only obligation in this event shall be the pro rata refund of any charges paid in advance. We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available to us if you fail to comply with any of your obligations hereunder. On termination of this Agreement, any licence granted under this Agreement, other than any perpetual licence granted hereunder, terminates (including the licence in clause 1.1).
discontinue service if you breach this Agreement.	
Termination rights after renewal.	5.3 In addition to your termination rights under clause 5.2, if this Agreement with you is a "small trade contract" under the Fair Trading Act 1986, at any time after the expiry of the initial Price Plan Period indicated on the order form, you may terminate this Agreement by providing at least 30 days' written notice. In this event, we will provide you with a pro rata refund of any charges paid in advance. On termination of this Agreement, any licence granted under this Agreement, other than any perpetual licence granted hereunder, terminates (including the licence in clause 1.1).
We can amend this Agreement on 7 days' notice. If the change is detrimental to you, you may terminate on 30 days' notice.	5.4 Except as otherwise set out in this clause, we may amend this Agreement at any time by providing at least 7 days' notice of the changes. If any change takes effect during your then current Price Plan Period and is detrimental to you, you may, within 30 days' of the date on which we issued the notice of the change, terminate the Agreement with immediate effect by providing notice in writing. For the avoidance of doubt, all changes notified to you will apply from the effective date provided in the notice to you, until the date of termination by you under this clause.
The terms of this Agreement are confidential.	5.5 Neither party will disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement, including any pricing or discounting terms, without the prior written consent of the other.
How we may give each other notices	5.6 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Services by the provider thereof. Notices to you will be deemed to have been properly given on the date mailed, emailed or displayed in the Services, as applicable; or on the date received, if delivered in any other manner. Notices to us should be sent by email to <u>customersupport@lexisnexis.co.nz</u> . Notices to you, if sent by email or by post, shall be sent to the postal address or email address LexisNexis has on record.
No future waiver	5.7 The failure of us or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
Assignment by Customer	<ul> <li>5.8 You may not assign your rights or delegate your duties under these General Terms and Conditions or any Additional Terms without our prior written consent.</li> </ul>
The laws of NZ apply	5.9 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand.
Third party suppliers may assert and enforce this Agreement	5.10 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
Definition of data protection laws	5.11 "Data protection laws" means all applicable privacy and data protection laws, regulations, orders, and other legal requirements. The terms "personal data" and "processing" will have the meanings ascribed to them in the data protection laws, and where the data protection laws use equivalent or corresponding terms, such as 'personal information' instead of 'personal data", they will be read as the same.
How we will process personal data	5.12 You are responsible for ensuring the legality of the personal data that you or Authorised Users provide to Lexis Nexis for processing. If and to the extent that you or Authorized Users provide personal data to LN for account registration or otherwise, the parties acknowledge that such information will be processed by LN in accordance with the data protection laws and the LexisNexis privacy policy applicable to the Online Services at <a href="https://www.lexisnexis.com/global/privacy/privacy-policy.page">https://www.lexisnexis.com/global/privacy/privacy-policy.page</a> , except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at <a href="https://www.lexisnexis.com/global/privacy/processing-terms.page">https://www.lexisnexis.com/global/privacy/privacy-policy.page</a> , except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at <a href="https://www.lexisnexis.com/global/privacy/processing-terms.page">https://www.lexisnexis.com/global/privacy/privacy/privacy-policy.page</a> , except where LN is processing such information on your behalf, the terms of the LexisNexis Data Processing Addendum at <a href="https://www.lexisnexis.com/global/privacy/processing-terms.page">https://www.lexisnexis.com/global/privacy/processing-terms.page</a> will apply.
Transferring personal data from outside of the originating territory	5.13 If and to the extent that you transfer personal data to Lexis Nexis in a territory outside the originating territory, the LexisNexis Data Transfer Terms at <a href="https://www.lexisnexis.com/global/privacy/transfer-terms.page">https://www.lexisnexis.com/global/privacy/transfer-terms.page</a> will apply as necessary in respect of such transfer.
0	5.14 Capitalised terms not defined in these General Terms and Conditions have the meaning given to those terms in the order form.
Severability	5.15 These General Terms and Conditions will be enforced to the fullest extent permitted by applicable law. If anything in these General Terms and Conditions is unenforceable, illegal or void then it is severed and the rest of these General Terms and Conditions remains in force.



Entire Agreement	5.16 These General Terms and Conditions together with any applicable Additional Terms,
-	constitute the entire agreement between the parties concerning the subject matter of these
	General Terms and Conditions and supersede all previous communications, representations,
	inducements, undertakings, agreements or arrangements between the parties.