

**LexisNexis Service  
Terms and Conditions  
25 May 2018**

## 1. Definitions

In these LexisNexis Service (the "Service") Terms and Conditions ("Terms and Conditions") the following terms shall have the following meanings:

**1.1 "Access Link"** means a hypertext link to access discrete, full-text articles and materials as the same are made available through the Service. Access Links are developed by LN, its affiliates or third party suppliers.

**1.2 "Agreement"** means the Service Order Form ("Service Order Form") together with these Terms and Conditions.

**1.3 "Authorised Reader"** means an Authorised User for whom a Reader License has been purchased under this Agreement.

**1.4 "Authorised User"** means those persons for whom Subscriber has purchased a Service User or an Authorised Reader license in the Agreement. Authorised Users are only Subscriber's employees, temporary employees, partners/members, and contractors performing work exclusively for. Without limitation, external professional service providers such as attorneys, accountants, outsourcers, and public relations firms are specifically excluded from being Authorised Users.

**1.5 "Fees"** means all fees to be paid by Subscriber for the Service as set forth in the Service Order Form and in 4. of the Terms and Conditions.

**1.6 "LN"** means the LexisNexis Business Information Solutions B.V, which is the contracting LexisNexis entity.

**1.7 "LN Licensed Content"** means content that is licensed to Subscriber from LN - if subscribed to on the Service Order Form.

**1.8 "Intellectual Property Rights"** means all copyright and other intellectual property rights, however arising and in whatever media, whether or not registered or capable of registration, including (without limitation) patents, trademarks, service marks, trade names, design rights, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

**1.9 "Service"** means either (a) the Newsdesk Service, which is a LN news portal interface that provides news search tools, e-mail alerts and other services with the LN Licensed Content, Web Content and Subscriber Provided Content (if any), including the related Access Links and/or (b) LN Social Analytics, a social-media and online-media-monitoring tool provided by a third party supplier that analyzes, summarizes, visualizes and provides links to search results. The scope of the Service depends on what the Subscriber has subscribed to on the Service Order Form.

**1.10 "Reader Service"** is a feature of the Service that enables Service Users to make a limited number of select articles available to Authorised Readers on Subscriber's Intranet or via the Newsletter Feature.

**1.11 "Service User"** means an Authorised User for whom Subscriber has purchased a Service User license in the Agreement and to whom LN issued a LN ID. A Service User has all of the rights that an Authorised Reader has plus the additional rights described in Section 2.2.3.

**1.12 "Newsletter Feature"** is a feature of the Reader Service that allows Service Users to select a limited number of articles to be included in an electronic newsletter (a "Newsletter") in an Access Link format for Web Content or in an Access Link or full text format only for LN Licensed Content. The Newsletter will be emailed to Authorised Readers only.

**1.13 "Reader License"** means the license granted by LN to an Authorised Reader to allow the Authorised Reader to view the full-text of LN Licensed Content that is supplied via Access Links on the Subscriber Intranet Website or in a Newsletter, but which does not permit the Authorised Reader to conduct searches in the Service.

**1.14 "Source Addition"** means a specific source of web content that Subscriber requests that LN establish as a Source URL or which Subscriber adds as a Source URL.

**1.15 "Source Article"** means any content (including without limitation text and graphics) that is accessible via an Access Link.

**1.16 "Source URL"** means the URL for a single page on a web site where a Source Article is published.

**1.17 "Subscriber's Intranet"** means Subscriber's internal website accessible only to Subscriber's employees, temporary employees and/or contractors. No other parties shall have access to such intranet website.

**1.18 "Subscriber Provided Content"** means content owned by Subscriber which Subscriber may make available through the Service via RSS feed

functionality. Subject to the execution of additional terms and conditions, Subscriber Provided Content may also include content licensed by Subscriber from third party content providers other than LN. Subscriber Provided Content shall not constitute "Materials" under the General Terms.

**1.19 "Third Party Platforms"** means a third-party social-media website (such as Twitter, Facebook, etc.) to which Subscriber may access via the Service and from which LN and its third party suppliers may retrieve information, for and on behalf of the Subscriber, in the context of the provisions of the Services.

**1.20 "Web Content"** means any content available on the open web which is accessible through the Service for display via an Access Link including, without limitation, online news articles and press releases, social media content, web postings by third parties relating to a Source Article and/or a Source URL.

## 2 Use of Service

### 2.1 Grant of Rights.

LN hereby grants to Subscriber a nonexclusive, nontransferable, limited right to access and use the Service for media monitoring purposes.

### 2.2 Delivery of Services; Services.

**2.2.1** LN shall provide access to the Service mentioned on the Service Order Form via a URL specified by LN.

**2.2.2** For access to the Service LN will issue a LN ID ("LN ID") to Authorised Users. Subscriber agrees that each ID issued by LN for use of the Service may only be used by the Authorised User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorised Users. Subscriber will manage its roster of Authorised Users and will promptly notify LN to deactivate an Authorised User's LN ID if the Authorised User is no longer an Authorised User or Subscriber otherwise wishes to terminate the Authorised User's access to the Service. Subscriber is responsible for all use of the Service accessed with LN IDs issued to Subscriber's Authorised Users, including associated charges, whether by Authorised Users or others. Subscriber will use reasonable commercial efforts to prevent unauthorised use of LN IDs assigned to its Authorised Users and will promptly notify LN, in writing, if Subscriber suspects that an LN ID has been lost, stolen, compromised, or misused.

**2.2.3** A Service User has access to all features of the Service. Depending on the Service, a Service User may conduct searches in the Service. The searches will return results in a cite list format with Access Links that must be clicked on to view the full text documents or in a result list (e.g. website links, graphs, statistics or other data) that a Service User is given access to through the Service depending on the parameters of its search query. The Service User may view the full text of LN Licensed Content within the Service or the full text of Web Content at the Source URL via the Access Links. A Service User may also search and retrieve Subscriber Provided Content through the RSS feed functionality of the Service. Finally, a Service User may select a limited number of articles to display to Authorised Readers via the functionality of the Reader Service.

**2.2.4** An Authorised Reader may not access the Service. Rather, an Authorised Reader may view Access Links that have been selected by a Service User for display on Subscriber's Intranet or in a Newsletter. The Access Links to Web Content will direct the Authorised Reader to the Source URL to view the full text of the Source Article. LN Licensed Content may be displayed to an Authorised Reader in a Newsletter as Access Links or with respect to LN Licensed Content in full text. Newsletters will be emailed to the Authorised Readers at the email addresses provided by the Service User. Service Users are prohibited from further forwarding or distributing the Newsletter outside of their organization. Authorised Readers are prohibited from further forwarding or distributing the Newsletter within or outside of their organization.

**2.3 Use of the Service; Conditions and Limitations.** Subscriber's use of the Service is subject to the following restrictions:

(a) Subscriber may use the LN Licensed Content as permitted by applicable copyright law; provided that downloading and storing any LN Licensed Content accessed through the Service in an archived database is prohibited.

(b) The rights set out herein are limited to the use of the Service for Subscriber's internal operations. The LN Licensed Content is made available for each Authorised User's individual use only and may not be further distributed, disseminated, or displayed.

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(c) Subscriber's use of LN Licensed Content is, in addition to the terms in other sections of this Agreement, governed by the General Terms and Conditions set forth at <https://www.lexisnexis.com/global/terms/en/nl/general-20180516.pdf> and the Supplemental Terms for Specific Materials referred therein (collectively "General Terms") the LN Licensed Content is considered and referred to as Materials under such General Terms. In the event of any conflict between the General Terms and the terms of this Agreement, the General Terms shall govern with respect to use of the LN Supplied Content.

(d) For the use of Twitter's Content, Subscriber agrees to abide by Twitter Terms of Services located at <http://twitter.com/tos> and Twitter privacy policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

(e) The Service is provided for media monitoring and current awareness purposes only. Content accessed through the Service, including the LN Licensed Content, may be retrieved by means of a periodic search. The language of the all search(es) must be topical in nature and must be designed to return a limited number of select articles from various sources available through the Service. The searches may not be designed to retrieve the entire issues or substantially the entire issue of any publication;

(f) Subscriber shall not remove or alter any element of any Access Link, including without limitation any text and shall display each Access Link unmodified and as a hyperlink to the relevant Source URL; and

(g) A Service User may utilize the download feature of the Services to save certain identifying information about a Source Article such as the headline, URL and other metadata provided by the Service for a period of up to 395 days.

(h) Subscriber and Authorised Users shall not display LN Licensed Content or content from Third-Party Platforms publicly.

(i) Subscriber agrees that the Service is not intended to be used as a law enforcement or surveillance tool. In this sense, Subscriber may not use the Service to allow or assist any government entity, law enforcement, or other organizations to conduct surveillance. Subscriber may not display, distribute or otherwise make available content to any person or entity that Subscriber may reasonably believe will use such data to violate the Universal Declaration of Human Rights. Law enforcement personnel using the system need to reach an individual separate agreement with LN and/or with the relevant Third Party Platform and abide by Third Party Platforms terms. In particular, Twitter's Guidelines for Law Enforcement located at <https://t.co/le> are to be complied with; Subscriber expressly acknowledges and understand that failure to comply with these may cause irreparable damages to LN, its affiliates and third party suppliers.

### 3 Intellectual Property Rights

**3.1 Retention of Rights.** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Service and LN Licensed Content in any medium (collectively, the "Intellectual Property") belongs to LN or its third party suppliers. Neither Subscriber nor its Authorised Users acquire any proprietary interest in the Service other than the limited rights expressly granted herein.

**3.2 Use of the Intellectual Property.** Subscriber shall use the Intellectual Property solely as permitted by this Agreement. Subscriber agrees that it shall not, and shall not permit any subsidiary, affiliate, employee or Authorised User, or other third party, before, during or after the Term to: (a) sell, resell, rent, license, sublicense, transfer, assign or redistribute in any way the Intellectual Property except as expressly permitted herein; (b) attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive any of LN's or its third party supplier's computer programs, source code, patents, copyrights, trade secrets or other proprietary rights or LN's or its third party supplier's methodology related to the creation and compilation of the Access Links or any other information furnished to Subscriber; (c) compile or create any derivative works based upon the Intellectual Property or any methodology of LN or its third party suppliers; or (d) take any action in derogation of the rights of LN or its third party suppliers, including, without limitation, rights related to the Intellectual Property, or which would impede enforcement of the rights of LN or any of its third party suppliers.

**3.3 Use of Web Content and Subscriber Provided Content.** As part of the Service, LN or its third party suppliers may provide Access Links to Web Content and/or Subscriber Provided Content. Subscriber's use of Web Content and Subscriber Provided Content is subject to Section 6.2.

**3.4 Additional Options Related to LN Intellectual Property.** In the event of any claim, suit, or proceeding alleging that any Intellectual Property or its use hereunder infringes the rights of any party, LN shall have the right, at its sole

option and expense, to obtain the right for Subscriber to continue use of the affected Service and/or the Intellectual Property or to replace or modify the same so that it may be provided by LN and used by Subscriber without the infringement of a third party Intellectual Property Right. If none of the foregoing options are available to LN on a commercially reasonable basis, either party may terminate this Agreement upon notice to the other party and within thirty (30) days after such termination, LN shall pay Subscriber any fees paid in advance by Subscriber commensurate with the remaining portion of the Term for which such fees were paid. LN shall have no other or further obligation to Subscriber.

### 4 Fees

**4.1 Fees; Taxes.** Fees for the Service are set forth in the Service Order Form. All consideration due under the Agreement is exclusive of sales, use, value added and all other taxes and duties (collectively "Taxes") payable in respect of such consideration, which shall be paid by Subscriber at the rate and in the manner prescribed by law. LN shall collect and remit appropriate taxes at the time of payment by Subscriber, unless Subscriber provides evidence satisfactory to LN that the transaction is exempt from taxation.

**4.2 Invoicing; Payment.** Subscriber will be invoiced as set forth on the Service Order Form for amounts due under the Agreement. Subscriber shall pay each invoice within thirty (30) days after the invoice date. Amounts not paid when due are subject to interest charges at the rate of 1.5% per month, or the highest amount allowed by applicable law, whichever is less. If Subscriber fails to pay charges when due, Subscriber will be liable for all costs of collection incurred by LN, including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

**4.3** In the event that any payment due to LN is not paid in full within sixty (60) days after the invoice date, then, without prejudice to any other remedies available pursuant to this Agreement, LN may immediately and without notice to Subscriber suspend Subscriber's access to and use of the Service, (whereupon Subscriber shall forthwith cease all use of the Service) until such time as payment in full has been made and if required in LN's sole and absolute discretion, an advance payment deposit for future services has been made. Such suspension shall have no effect on the Subscriber's liability for amounts due under this Agreement.

**4.4 Bank Charges.** Subscriber shall be responsible for any bank fees charged for cross border funds transfer and domestic wire transfers of funds.

### 5 Term and Termination

**5.1** The Agreement has an initial Term as specified on the Service Order Form ("Initial Term"). Unless either party provides the other party written notice of its intent to terminate at least ninety (90) days before the expiration of the Initial Term, the Agreement will automatically renew for additional, successive 12 month ("Renewal Term"). The increase of the Fee for each Renewal Term is as set forth and agreed on the Service Order Form.

**5.2** LN shall have the right to terminate this Agreement immediately and without notice in the event that Subscriber fails to pay any invoice in full within sixty (60) days after the invoice date. Such termination shall have no effect the Subscriber's liability for amounts due under this Agreement and shall be without prejudice to any rights and remedies of LN pursuant to this Agreement.

**5.3** This Agreement may be terminated by either party, on written notice as follows:

(a) In the event that the other commits a material breach of this Agreement, and having received from the party not in breach written notice of such breach stating its intent to terminate the Agreement if not remedied, fails to remedy such breach within thirty (30) days; or

(b) (i) upon the institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts; (ii) upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in its favor within sixty (60) days thereafter; (iii) upon the other party's making a general assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to conduct business in the normal course.

**5.4** LN shall be entitled to terminate this Agreement without liability to Subscriber in the event that any part of the Service is deemed illegal.

### 6. Effect of Termination

Upon expiration or termination of this Agreement:

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6.1 all of Subscriber's rights with respect to the Access Links (including without limitation the provision of services pursuant to Section 2) and the Service shall automatically terminate. Subscriber shall remove the Access Links and all content from the Service and any depictions from the Subscriber Intranet Site and all systems of Subscriber on the date of expiration or termination and all related documentation (if any) in Subscriber's possession shall be, at LN's option, promptly returned to LN or destroyed and, in the event of destruction, Subscriber shall promptly confirm such destruction in writing;

6.2 Subscriber shall, within seven (7) days after the date of expiration or termination of this Agreement, account to LN for all monies (if any) due under this Agreement for the period up to the date of termination or expiration;

6.3 the Parties shall cease all business or other commercial references to each other under this Agreement and not represent or otherwise hold out that there is any commercial, business or other form of association or relationship between them under this Agreement;

6.4 any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities of either party; and

6.5 after the expiration of this Agreement, if Subscriber continues to use any Service provided by LN under this Agreement, all such use will be governed by the terms and conditions of this Agreement, except for pricing. Subscriber will be invoiced and will pay for continued use based on LN's then current, undiscounted rates.

#### 7. Indemnification

To the fullest extent permitted under applicable law, Subscriber shall indemnify and hold LN, its directors, officers, agents, employees, successors, and assigns harmless from and against any and all liability, damage, loss, expense, demand, claim, suit and judgment, including reasonable attorney's fees, arising out of or in connection with any third party claim ("Claims") based on or related to (i) any Claims that the Subscriber has infringed any third party Intellectual Property Right; (ii) Subscriber's alteration of the Access Links, or any aspect of the Service or content accessed through the Service, including Subscriber Provided Content, or any misuse thereof; (iii) the Subscriber Provided Content or technology or (iv) gross negligence or willful misconduct by Subscriber, or its employees, subcontractors or agents.

#### 8 Warranty Disclaimer; Limitation of Liability

8.1 EXCEPT AS SET FORTH IN THE GENERAL TERMS, THE SERVICE AND LN LICENSED CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. LN EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 LN expressly disclaims any and all liability with regard to Subscriber's access to and use of any (i) Web Content and (ii) Subscriber Provided Content. LN has not entered into a licensing agreement or linking agreement with the owners of the websites that provide the Web Content and makes no representation that it has the right to sublicense access to the Web Content to Subscriber or any Authorised User. Subscriber's use of the Web Content and Subscriber Provided Content, including any distribution or redistribution thereof, is solely at its own risk. Subscriber will indemnify and hold LN harmless from any loss or damage suffered by LN as a result of a third party claim brought against LN as a result of use of Web Content or Subscriber Provided Content by Subscriber or any Authorised User.

8.3 TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF LN OR ITS AFFILIATES AND THEIR EMPLOYEES AND DIRECTORS (THE "COVERED PARTIES") IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE, THE LN LICENSED CONTENT, WEB CONTENT, SUBSCRIBER PROVIDED CONTENT OR THE ACCESS LINKS, EXCEED THE LESSER OF SUBSCRIBER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT SUBSCRIBER PAID TO LN UNDER THE AGREEMENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. SUBSCRIBER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH IT MAY HAVE AGAINST ANY COVERED PARTY. IN NO EVENT SHALL LN BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY.

8.4 Each provision of this Section 8 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of the Agreement.

#### 9. Data Protection.

9.1 LN processes personal information of its Subscribers and Authorised Users according to the Data Protection Laws.

9.2 The terms "controller", "data subject", "personal data", "personal data breach", "processing", and "processor" will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term 'data controller' or 'data processor', they shall be read as controller and processor, respectively. "Data Protection Laws" means all data protection laws and regulations, including those of the Netherlands, ("NL"), the European Economic Area ("EEA") and the European Union ("Union"), applicable to the processing of personal data under the Agreement, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") from May 25, 2018.

9.3 Subscriber recognise that, in the process of accessing and using the online services and Materials, Subscriber and its authorised users will be required to supply personal data. Subscriber represents and warrants that Subscriber and its Authorized Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to LN, including providing any required notices and obtaining any required consents and authorizations for LN's processing such personal data.

9.4. To the extent that LN acts as a controller, please view LN's [Privacy Policy](#) regarding the information collected about Subscriber according to Art. 13 GDPR.

9.5 To the extent that LN acts as a processor of personal data on Subscriber's behalf, LN will process such personal data in accordance with the Data Protection Laws and, as of May 25, 2018, the GDPR Data Processing Addendum ("DPA") which can be viewed under <https://www.lexisnexis.com/global/privacy/en/processor-terms-nl.page>.

9.6. On request, LN will provide the Subscriber with data and analysis of Authorised Users' usage of the Online Services and Materials ("Analytics"). Analytics data will clearly identify individual authorised users and will detail their activity (including but not limited to documents and content accessed, printed, emailed, downloaded, searched). LN will provide the Analytics to the Subscriber on the strict condition that:

- a. Subscriber will not use it for any purpose other than supporting internal decision making processes, policing use of the online services and Materials; product adoption activities carried out with LN; and assessing levels of use;
- b. the Analytics data is not to be shared with any third parties without our prior written consent;
- c. Subscriber is solely responsible for providing any required notices and obtaining any required consents and authorizations of the Authorised Users to all use of the Analytics data;
- d. Subscriber shall indemnify LN and its affiliates on demand from and against any loss, liability, damages, claims, fines, penalties, costs and expenses incurred as a result of any third party claim against LN arising out of or in connection with any failure of the Subscriber to comply with the provisions set out in this clause 9.6.

9.7. Subscriber will immediately stop using and delete all Analytics on termination or expiry of this Agreement or otherwise at LN's direction.

9.8 Subscriber can direct all question related to the protection of Subscriber's personal data to the following address: LexisNexis Business Information Solutions B.V., Data Protection Officer, Radarweg 29, 1043 NX Amsterdam or via our [Privacy Center](#).

#### 10. Compliance with Laws

10.1 Subscriber warrants that it shall comply with all applicable laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure

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of personal data, including without limitation the General Data Protection Regulation 2016/679, The Data Protection Act 2018 and any amendments or successors to those laws ("Applicable Privacy Laws") when processing personal data in relation to the Service.

10.2 Subscriber shall provide all reasonably necessary assistance to LN to enable LN to comply with Applicable Privacy Laws.

#### **11. Article 14 Notices – Fair Processing Notices**

11.1 Subscriber shall have an easily accessible privacy notice ("Customer Privacy Notice"), the presentation and content of which shall comply with all Applicable Privacy Laws. The Customer Privacy Notice shall disclose how Subscriber collects, processes and shares personal data contained within LN Licensed Content, as well as how Subscriber shares with LN personal data contained within Customer Provided Content. Subscriber shall proactively provide the Customer Privacy Notice to individuals where required to do so under Applicable Privacy Laws. Subscriber shall fully comply with the Customer Privacy Notice.

11.2 Subscriber shall also ensure that the Customer Privacy Notice contains the following language, or accurately translated language substantially similar thereto: "Our third-party business partners, including LexisNexis Business Information Solutions B.V. ("LexisNexis"), may provide LN with Subscriber's personal information in order to enable LN to conduct background checks and screening activities, comply with LN's legal obligations and for other purposes as described in this privacy notice. LN is responsible for any personal information which they may collect and hold about the Subscriber until it is received by us. To learn more about how LexisNexis collects and uses your personal information, please see their privacy policy at <https://www.lexisnexis.com/global/privacy/en/article-14-nl.page> .

11.3 Subscriber shall on request provide to LN all information necessary to demonstrate, and allow LN to audit the Subscriber Privacy Notice in order to verify, Subscriber's compliance with clauses 11.1 and 11.2 above.

11.4 Prior to using any LN Licensed Content to conduct screening activities, Subscriber shall confirm to LN (via the mechanism provided within the Service) that it has provided all necessary notices to individuals to enable it to conduct such screening activities in compliance with Applicable Privacy Laws.

#### **12. Legal Basis grounds for Subscriber purposes of use**

12.1 Subscriber warrants that it shall only process LN Licensed Content where it has a lawful ground to do so under Applicable Privacy Laws.

12.2 Subscriber shall only use LN Licensed Content in accordance with the license granted in this Agreement and in any event for no purposes other than media monitoring, due diligence, governance risk management, reputation management, information gathering, or compliance with its Know Your Client, anti-bribery & corruption, financial crime, anti-money laundering, counter terrorist financing, modern slavery, or other legal obligations.

12.3 Where Subscribers subscribes for any LexisNexis risk and diligence products and services (the "R&D Services"), Subscriber undertakes to use the content on those sites only for own internal legitimate business purposes which shall be limited to the following:

- (a) In the prevention of Financial Crime, including Anti-Money Laundering ("AML") and Counter Terrorism Financing.
- (b) In the prevention of Financial Crime, including Anti-Bribery and Corruption ("ABC").
- (c) In assessing general business risks, including but not limited to AML, ABC, Fraud and commercial financial risks relevant to the business or its controlling persons.
- (d) In the process of reconnecting assets with a person.
- (e) In locating an individual not for asset reunification or debtor tracing purposes.
- (f) Data cleaning or appending against your own database for general communication.
- (g) In assessing the risk of default and provision of a risk based score and/or credit risk attributes of an individual.
- (h) In the investigation into a known or suspected fraud case to gain further information about an individual.

- (i) In fraud prevention or to aid with the discovery of fraud.
- (j) In the identity assurance process for any of Subscriber's new or existing clients.
- (k) For internal production of analytical models, evaluation of a service or research.
- (l) For development and testing purposes.

12.4 Subscriber shall not make any decisions about individuals which have a legal or similarly significant effect on them and which are based solely on automated processing of their LN Licensed Content and/or information derived from LN Licensed Content.

12.5 Subscriber shall not make decisions about individuals based solely on LN Licensed Content or Content derived from any third-party social-media websites (such as Twitter, Facebook, etc) ("Third Party Platforms").

12.6 Where a Subscriber is licensed to use LN Licensed Content for media monitoring or reputation management purposes, Subscriber shall not use LN Licensed Content and/or information derived from such LN Licensed Content for such media monitoring or reputation management purposes in a manner which involves targeting or making decisions about individuals on the basis of their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric characteristics, health, sex life, sexual orientation, or criminal convictions and offences or related security measures.

#### **13 Survival**

Except as otherwise set forth herein, Sections 1, 3.1, 4, 5, 6,7,8,9, 10, 11, 12 and 13 (and any other provisions of these Terms which in order to give effect to their meaning need to survive its termination) shall survive any termination or expiration of the Agreement.

#### **14 Miscellaneous Provisions**

**14.1 Order of Precedence.** In the event of a conflict between the General Terms and these Terms, the General Terms shall govern with respect to access to and use of the LN Licensed Content and these Terms shall control for all other purposes.

**14.2 Governing Law.** The Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands. Place of jurisdiction is Amsterdam. The Vienna UN Convention on Contracts for the International Sale of Goods is excluded.

**14.3 Partial Invalidity.** If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

#### **14.4 Confidentiality**

14.4.1 Neither Party may use the other's Confidential Information, as defined below, or disclose it to any other person for any purpose other than performing this Agreement.

14.4.2 Confidential Information includes, inter alia, trade secrets, any source code of any software used within or in relation to the Service, any financial information concerning the Parties, any information regarding the business or activities of the parties, as well as any information that, by nature or given the circumstances of its disclosure, should be understood to be confidential.

**14.5 Independent Contractors.** The parties hereto are independent contractors in relation to each other. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

**14.6 Modification.** Except as otherwise provided herein, no addition to, or modification of, any provision of the Agreement shall be binding on the Parties unless made by a written instrument and signed by a duly Authorised representative of each of the Parties.

**14.7 Waiver.** The failure to exercise or delay in exercising a right or remedy under the Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under the Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

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**14.8 Assignment.** Subscriber may not assign its rights or delegate its duties under the Agreement without the prior written consent of LN.

**14.9 Notices** Any notices required to be given under the Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail or email to the address of the relevant party specified in the Agreement or at such other address as either party may designate for itself from time to time. Notice shall be effective upon the date deposited in the mail or commercial courier service, if mailed, or on the date emailed if sent by email.

**14.10. Force Majeure.** Notwithstanding anything else in this Agreement, and except for the obligation to pay money, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is due to causes beyond that party's reasonable control ("force majeure"), including but not limited to causes such as electric outages, blackouts, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

**14.11 Compliance with Laws.** Subscriber's use of the Service, the LN Licensed Content and the Web Content must comply with all applicable laws, rules and regulations, including applicable copyright laws. LN shall have the right to suspend

performance of any of its obligations under this Amendment, without any prior notice being required and without any liability to Subscriber if Subscriber fails to comply with this provision. Subscriber is neither identified on, nor shall it 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, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or any other applicable sanctions lists.

**14.12 Entire Agreement.** These Terms and Conditions, together with the Service Order Form, constitute the entire agreement between the parties relating to the subject matter hereof and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matters.