## **USER TERMS**

Thomson Reuters provides products and services, which can be accessed through a pc and other devices (**Services**). These User Terms have legal effect between you and the Thomson Reuters entity providing access to the Services (**TR**), no matter how you access the Services. Please read them carefully before using any of the Services.

By using the Services, you agree to comply with and be bound by these User Terms, and agree that you have read and understood them and the documents they refer to. If you do not agree with these User Terms, you must not access or use the Services.

Part A applies to you if you are a customer or are accessing the Services through a customer (**Paid Access**). Part B applies to you if you are taking a trial of the Services (**Trial Access**). Part C applies to all users.

## A. Paid Access Terms

- Your access: TR provides the Services under licence to customers of TR (each, a Customer). In providing you with an account or access link, a Customer or TR may invite you to access the Services. TR may permit its Customer to grant you access provided that its Customer complies with certain restrictions and provided that its Customer remains responsible for your use and actions relating to the Services. Other terms may apply to the Services in addition to these User Terms, in particular, terms agreed between TR and your organisation.
- 2. <u>Use by you</u>: you may, in the ordinary course of your organisation's business and for your internal purposes only, subject to the restrictions below (a) view, use and customise the material on the Services; and (b) download, print, store and/or distribute (i) limited extracts of the material on the that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by TR or our affiliates or (ii) if it is your own content or (iii) if you otherwise have a valid permission to do so. You should credit copied materials in accordance with our Attribution Guide.
- 3. <u>Disclaimer</u>: the Services are provided by TR to the Customer. TR makes no representations or warranties to you of any kind, express or implied, as to the operation of the Services or the information, content or materials included on the Services. Your use of the Services is governed by your relationship with the Customer and these User Terms.
- 4. <u>No advice</u>: the Services may include agreement examples, forms and other general legal information provided by TR or third parties; however, any general legal information or sample templates provided as part of the Services are for example purposes only, may not be suitable to your circumstances and should not be considered as a substitute for the advice of a lawyer or other appropriately qualified professional.
- 5. <u>Data submitted by you</u>: in using the Services, you must ensure any data or information you submit or send: (a) is accurate (where it states facts); (b) is genuinely held (where it states opinions); and (c) complies with applicable law in any country from which it is posted, and that you have all necessary permissions to place such information (including personal information) on the Services.
- 6. <u>Confidentiality and intellectual property rights</u>: some content and materials accessible via the Services may be confidential to your organisation and may also be protected by intellectual property rights around the world.

- 7. <u>Interactive Services</u>: you must only use the interactive parts of the Services in compliance with the <u>Code of Conduct</u>. You acknowledge that you have read and understood the Code of Conduct and the consequences of failure to comply with it.
- 8. <u>Your breach</u>: in its sole discretion, TR may remove content or postings and/or suspend your user account and access to the Services if it believes you are using or have used the Services in breach of these User Terms or the Code of Conduct.
- 9. <u>Privacy and cookies:</u> privacy is important to TR. You agree and understand that TR may process your personal information in accordance with the <u>TR Privacy Statement</u>. TR uses cookies on its site in accordance with the Privacy Statement.

## B. Trial Access Terms

- 1. <u>Licence</u>: for the duration of the Trial Period (as set out in your Welcome/ Logon information email or as otherwise agreed between you and TR) TR grants you a non-exclusive licence to search and view the materials on the relevant Service, so that you can evaluate whether you wish to subscribe to the Service. We may monitor your usage of the Service during the Trial Period.
- 2. Trial Period restrictions: during the Trial Period you may not (i) download to a local machine, network or disk any materials from the Services and save them in electronic form; (ii) copy and paste any materials from the Services; (iii) make print outs or copies of any materials from the Services; (iv) email or otherwise make available materials from the Services to anyone else; (v) modify any materials from the Services; (vi) use personal data included within, or accessed via, the Services in a way as to knowingly or negligently cause us to breach our obligations under applicable data protection laws; or (vii) process personal data included within, or accessed via, the Services for any purpose other than to trial the relevant Service for the Trial Period (bearing in mind the restrictions applicable to the use of that Service as shown in the Service's product literature). You should also note the general restrictions at C1 below.
- 3. <u>Disclaimer</u>: all warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. TR makes no representations or warranties to you of any kind, express or implied, as to the operation of the Services or the information, content or materials included on the Services. You understand that we are an aggregator and provider of information (including opinions) for general information purposes only and do not provide financial, tax and accounting, medical, legal or other professional advice.
- 4. Personal information and privacy: if we are the data processor of any personal information you have included within the Services, we will process that personal information in accordance with the GDPR Annex. If we are the data controller of your personal information, you agree and understand that TR may process your personal information in accordance with the TR Privacy Statement. You will not upload the personal information of any individual to the Services unless you are legally permitted to do so.

## C. Terms applying to Paid Access and Trial Access

1. <u>General restrictions</u>: unless otherwise expressly permitted, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the Services or the materials on them in whole or in part, or as a component of any other product or service; (ii) use the Service or the materials on them to create any derivative works or competitive products; (iii) allow any third parties to access, use or benefit from the Services or materials on them in any way; (iv) use any programmatic, scripted or other mechanical means to access the Services or

the materials on them; or (v) share your password or logon details with anyone. Trial Users are not permitted to make downloads; Paid Users may not download to any device (including a mobile device) more than two (2) chapters of a book or the narrative chapters of a loose-leaf work.

- 2. <u>No reliance:</u> TR is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Services, including legal, compliance and/or risk management decisions. You agree that you use the Services at your own risk in these respects.
- 3. <u>Intellectual property rights:</u> TR and its licensors own and reserve all intellectual property rights in the Services (including, but not limited to, all copyright), and you agree that you will not do anything to infringe or prejudice those rights.
- 4. <u>Changes to these Terms of Use</u>: TR may post changes to these Terms of Use via the Services, and such changes shall be effective from the next time you use the Services.
- 5. <u>Governing law</u>: these terms are governed by English law.

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