

## ProView (eBook) Content Licence

**Please read this Licence. If Licensee does not wish to be bound by the terms of this Licence the eBook should not be accessed and Licensee should contact the applicable Supplier to cancel.**

### 1. Basis of Agreement.

- a. The contract for the purchase of the licence to the eBook (“Customer Contract”) is between the Licensee (being the person who purchases the eBook licence) and the Supplier (being the party who sells the eBook licence) and is subject to the Supplier’s terms of trading (if any). The Customer Contract will prevail over the terms of the Licence but only to the extent of any conflict or ambiguity. Where the term “Customer” is used in an ordering document this shall mean the Licensee hereunder.
- b. Licensee’s access to and use of the eBook is further subject to the terms of this Licence which is between Licensee and Thomson Reuters – Legal Business (Company No. 1679046). Registered in England and Wales. Registered office: 5 Canada Square, Canary Wharf, London E14 5AQ (“TRPUKL”).
- c. TRPUKL shall host the eBook on its platform for viewing eBook content (“ProView”) for the Supplier.
- d. Where Supplier is granting a multi-user licence (as specified on the ordering document) the following provisions shall apply:
  - i. all rights to access and use the eBook granted to Licensee or restrictions imposed on Licensee shall be exercisable or observed (as the case may be) by all Authorised Users (see 1(d)(ii) below) who use the applicable eBook. It shall be the responsibility of Licensee to ensure that all such Authorised Users act in accordance with such requirements; and
  - ii. the licence granted hereunder shall be for the number of Authorised Users specified on the relevant ordering document. Unless provided otherwise, Licensee shall supply to TRPUKL the name and email address for each authorised user (“User Details”) to whom access to the eBook is to be given (“Authorised User”). Access to the eBook will be given as soon as reasonably practical after provision of the User Details to TRPUKL. Licensee may substitute Authorised Users by notifying Online Business Administration at the address below. Licensee is responsible for notifying TRPUKL of Authorised Users from whom access is to be revoked; for authorised substitution of Authorised Users; and amendment of User Details. All such notifications should go to Online Business Administration on: [ebook.access@thomsonreuters.com](mailto:ebook.access@thomsonreuters.com). Liability arising from a failure of Licensee to notify TRPUKL of such amendments shall be Licensee’s until such notification has been received by TRPUKL. Where incomplete and/or inaccurate User Details are provided by Licensee, TRPUKL shall not be liable for any delay or failure to set up access to the eBook for all or any of the Authorised Users.
- e. Licensee shall pay the applicable licence fee to the appropriate Supplier which may be TRPUKL, another Publisher or a Bookshop which will be payable as specified and levied in the currency shown on the ordering document and within 30 days of the date of an invoice therefor or such other period as is specified on the ordering document. Any permitted cancellation pursuant to clause 7(d) below shall be notified to the applicable Supplier.
- f. Where an eBook is taken on a trial basis Licensee may trial the applicable eBook without charge (unless otherwise agreed), the length of which will be notified to Licensee (“Trial Period”).

### 2. Licence.

- a. Grant. Subject to payment of the applicable licence fee, Licensee is granted a worldwide non-exclusive, non-transferable, revocable, limited single user licence (unless a multi user licence is granted pursuant to clause 1(d) above) to download the eBook via Licensee’s OnePass account and the ProView software (“Software”). Any Authorised User hereunder may download the eBook to no more than four (4) devices which are registered or allocated to the Authorised User for use by that user only. In all cases devices may be swapped in accordance with guidelines issued by TRPUKL from time to time. Each Authorised User will be required to register each such device with TRPUKL. eBooks will only be available for use on such devices and/or platforms as TRPUKL shall in its sole discretion decide. If Supplier loses the right to offer any eBook, is otherwise unable to offer eBook, or the Software is discontinued, TRPUKL may terminate Licensee’s access to the relevant eBook, including Notes (see clause 4 below). At Supplier’s sole discretion and using commercially reasonable practices, Supplier may provide the eBook in another media format. Supplier, at its sole discretion, may upgrade Licensee to a more recent version of the eBook if necessary to maintain access.
- b. Non-updated eBook. Subject to clause 8(b), the licence for eBooks that are not updated, or for which Licensee did not purchase a licence for updates, includes continuing access to the version of the purchased eBook only and any Notes created in respect of that version, subject to the terms of this Agreement.
- c. Updated eBooks. Subject to clause 8(b), the licence for eBooks that are updated includes continuing access to the edition of the eBook initially purchased, updates thereto and any Notes created in respect thereof, subject to the terms of this Agreement. Updates are only provided by TRPUKL for the duration of the edition of the purchased eBook.
- d. Permitted Use
  - (1) Licensee is licensed to use content made available to Licensee in the eBook (“Content”) solely in the regular course

of legal and other research and related work. Licensee may:

- (i) use, browse and search the Content;
  - (ii) quote and excerpt insubstantial portions from the Content by electronic copying and pasting or other means into Licensee's work product created in the regular course of its research and work ("Work Product");
  - (iii) print and make copies of insubstantial portions of the Content ("Copied Content") whether incorporated in Work Product or otherwise for distribution to third parties if such third parties agree not to further distribute the same; and
  - (iv) distribute Copied Content and/or Work Product related to a specific cause of action to:
    - (a) the court before which the cause of action is to be heard, and/or
    - (b) the parties to the cause of action, and/or
    - (c) their representatives.
- (2) Content shall not be stored or used (whether as Copied Content or in Work Product) in any database or other storage facility in either paper or electronic form which is intended for the storage, and/or provision to its users, of access to know-how.
- e. Limitations. Licensee may not copy, download, print, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Content, or any portion of the Content, in any form or by any means, except (i) as expressly permitted by this Licence, (ii) with TRPUKL's (or other Supplier as the case may be) prior written permission, or (iii) as permitted by applicable law. Except as otherwise permitted in this Licence, Licensee shall not sell, license or distribute Content (including printouts) to third parties or use Content as a component of or as a basis for any material offered for sale, license or distribution. Licensee code(s) shall be used only by the Licensee; sharing of licence code(s) is STRICTLY PROHIBITED.
- f. Warranty. Supplier warrants to Licensee that the Content does not infringe the copyright of any third party and that it has the necessary rights to grant the licence specified in this Licence.
- g. Rights in Content. Except for the licence granted in this Licence, all right, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of applicable Supplier and their other contributors ("Contributors") of Content.

**3. Technical Requirements.** In order to view the eBook, Licensee will be required to set up a OnePass account with TRPUKL and use the most current version of the Software. A Wi-Fi connection to the Internet is required to download the eBook, to receive updates and maintain backups of Notes.

**4. eBook functionality.** Licensee may highlight and bookmark the Content and create notes throughout the eBook (together "Notes"). All Notes will be web-hosted by Thomson Reuters on servers located, in some cases, outside the UK. Licensee hereby consents to such storage. To the extent that any of the Notes constitute personal data, they shall only be processed in accordance with the provisions of the Data Protection Act 1998. TRPUKL has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to personal data.

**5. Disclaimer of Warranties and Limitation of Liability** THE CONTENT, SOFTWARE, EBOOK, NOTES AND OTHER FUNCTIONALITY ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. TRPUKL, OTHER SUPPLIERS AND CONTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE FOR ANY CLAIM(S) RELATING IN ANY WAY TO THIS LICENCE OR THEIR PERFORMANCE HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR NEGLIGENCE. IN NO EVENT SHALL TRPUKL, OTHER SUPPLIERS AND CONTRIBUTORS BE LIABLE TO LICENSEE FOR ANY CLAIM(S) RELATING TO LICENSEE'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR OTHER WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY TRPUKL NOR SHALL TRPUKL, OTHER SUPPLIERS OR CONTRIBUTORS BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NONE OF THE TERMS OF THIS LICENCE SHALL OPERATE TO EXCLUDE OR RESTRICT LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF TRPUKL OR ITS AFFILIATES OR THE APPOINTED AGENTS OR EMPLOYEES OF TRPUKL OR ITS AFFILIATES WHILST ACTING IN THE COURSE OF THEIR EMPLOYMENT; OR AFFECT STATUTORY RIGHTS WHERE THIS LICENCE IS ENTERED INTO AS A CONSUMER TRANSACTION.

#### 6. Responsibility for Certain Matters.

- a. Access to an eBook shall be by way of OnePass account for which a password shall be issued by TRPUKL. The password is for the use of the Licensee only. The sharing of passwords is strictly prohibited. Licensee shall be responsible for all access to and use of the eBooks by means of Licensee's equipment or Licensee's password, whether or not Licensee has knowledge of or authorises such access and use.
- b. Where Licensee is purchasing a licence to an eBook under an upgrade offer from TRPUKL, the following introductory offer terms shall apply:
  - i. the special introductory price is only available to a Licensee who has already purchased a print copy of the eBook and is limited to one eBook upgrade per print copy purchased.
  - ii. TRPUKL reserves the right to require proof of purchase of the print copy (which may involve requesting the unique code printed in the purchased copy, if any) and charge the full price of the eBook if this cannot be proved.

- iii. the eBook sold at this introductory price is only intended to be used by the user of the print version of the eBook. The sharing of any code or password is strictly prohibited.
- iv. this offer is not valid with any other offer or discount. TRPUKL may withdraw or change the terms of this offer without notice and at its sole discretion.
- v. TRPUKL reserves the right to charge Licensee the full price of the eBook if Licensee returns their print copy; such returns will only be accepted if within the terms of the TRPUKL 30 day Satisfaction Guarantee.
- c. Where Licensee purchases from TRPUKL a single user licence to an eBook in a bundle with the print and/or CD version of the eBook all elements of the bundle are intended to be used by the Licensee and shall not be transferable. For the avoidance of doubt the sharing of any code or password is strictly prohibited.
- d. Such bundled products may only be returned as a bundle; individual elements may not be returned and any CD element may only be returned if the seal is unbroken. Accordingly if a bundle includes an eBook the time limit for return of the bundle shall be 7 days pursuant to clause 7(d).

## 7. Term and Termination.

- a. This Agreement shall become effective when the eBook is made available to the Licensee and shall continue in force for as long as Licensee has access to the eBook.
- b. Save for the provisions in respect of payment of the licence fee, the terms of this Agreement shall apply to Licensee during any Trial Period. Access to those eBook(s) being trialled may be terminated at the end of the Trial Period unless a further Trial Period is agreed or where Licensee purchases the eBook being trialled from the expiry date of any such Trial Period.
- c. TRPUKL may, upon written notice to Licensee, terminate this Licence or suspend access (at its discretion) to the relevant eBook where the Licensee commits a material breach of this Agreement, provided that where the breach is capable of being remedied then the Licensee shall have failed to remedy the same within 30 days of receiving notice specifying the breach and requiring its remedy. TRPUKL may also terminate this Licence or suspend access to the relevant eBook where it is instructed to do so by Supplier where Licensee has breached the terms of the Customer Contract.
- d. If the eBook is not to the Licensee's satisfaction:
  - i. Subject to sub-clause (ii) below, Licensee may cancel the eBook provided TRPUKL is notified in writing of the cancellation within seven (7) day of the date of the invoice of the eBook being cancelled. In the case of a multi user licence, this will cancel all licences to the eBook being cancelled; or
  - ii. Suppliers' other than TRPUKL may have different cancellation terms which shall prevail over the provisions above in sub clause (i) where notified to Licensee in the Customer Contract.

## 8. Effect of Agreement.

- a. Subject to payment of the appropriate licence fee, Licensee is purchasing either a non- updated or updated eBook as specified in the product description and/or as part of the ordering document. The former is a one off download of an edition of an eBook which is not updated; the latter is an agreement to receive all updates to the relevant eBook published from time to time during the duration of the edition of the purchased eBook. In both cases unless Licensee enters into a standing order agreement for future editions of the eBook, licensee will need to enter into a new agreement for each new edition of the relevant eBook.
- b. Where Licensee enters into a Subscription Agreement for an eBook, that subscription will be subject to specific subscription terms and conditions (and in particular regarding the availability of the eBook and Notes post termination or expiry of the Subscription Agreement) which will prevail over the terms of this Licence.
- c. TRPUKL's Terms of Trading do not apply to eBooks.
- d. Except as otherwise stated herein, this Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating thereto.
- e. TRPUKL may at its discretion amend the terms and conditions of this Licence from time to time. An updated version of this Agreement will be emailed to Licensee or posted [online](#) and the updated version shall take effect on such [emailing or posting](#) unless stated otherwise.

**9. Notices.** All notices hereunder shall be given in writing to TRPUKL at Online Business Administration, 5 Canada Square, Canary Wharf, London E14 5AQ or [trluki.legalonlinenotices@thomsonreuters.com](mailto:trluki.legalonlinenotices@thomsonreuters.com); and to Licensee at the address provided in the applicable ordering document.

**10. Governing Law.** This Agreement shall be governed by and construed under the laws of England and Wales.

**11. Other Provisions.** Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by Licensee without TRPUKL's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

**12. Prevail.** In the event that a different ProView eBook Content Licence is reproduced in an eBook, the version reproduced in the eBook will take precedence in its entirety over this ProView eBook Content Licence.  
v.7 (09.11.15)