

GENERAL CONDITIONS OF SALE AND SUBSCRIPTION - LEXISNEXIS SA (2023)

These General Conditions, established as per article L 441-1 of the French Commercial Code, apply *ipso jure* to the direct sale by LexisNexis SA and/or its partner (hereinafter the "Partner"), hereinafter referred to as the Publisher ("the Publisher") of all products, subscriptions and services. These conditions shall prevail over any other opposing condition of purchase. The Publisher reserves the right to amend its General Conditions of Sale and tariffs at any time, it is specified that the applicable GCSs are those in force on the day of the order.

All orders accepted by the sales department of the Publisher are firm and definitive with immediate effect. Any modification of the order will only be possible with the prior written agreement of the Company. However, the Publisher reserves the right to make the fulfilment of orders dependent on guarantees prior to payment.

Acceptance of an order requires full acceptance by the Client of these General Conditions and subscribed specific conditions, as well as compliance with obligations under the Intellectual Property Code and User Licences for electronic products and services, the whole constituting the "Contract".

These general terms and conditions may be subject to online acceptance.

I. GENERAL CONDITIONS

I.1. Conditions for subscriptions to the Publisher's products and services

All products that comprise a subscription are indissociable from their updates and sold as presented in the catalogue and in different sales offers. Specific Conditions can be granted to subscribers in the case of distinct orders for print products and electronic and network support products.

1) Subscriptions Encyclopedias, Books, Journals, Online Services, USB keys:

Each encyclopaedia collection is indivisible. A subscription to a collection consists of:

- Background material, provided in print, electronic support or online;

- Subscription to the documentation update service, which provides periodical updates and, where applicable, the information bulletins and special issues that complete the service.

Magazine subscriptions include a subscription to issues and supplements, delivered for a whole calendar year or from the month of the subscription until the term of the Contract.

Subscriptions to online services also fall under the special conditions set out below.

2) The trainings are subject to special conditions if necessary stated in the registration form order form.

3) Any other product or service will be subject to special conditions or subscription contract notified at the time of sale. The latter have a legally higher value than the present general conditions.

4) For the distance sales via e-commerce sites of the Publisher, sales are governed by the general conditions of sale e-commerce present on each site e-commerce. The latter have a legally higher value than the present general conditions.

I.2. Price

All prices at which the Client is invoiced are those in force on the date the order is recorded or the Contract renewed, minus any applicable discounts and rebates.

Background material, which presents the complete product on the date of delivery, is delivered or made accessible to the Subscriber against payment according to the tariff in force.

Subscriptions to the delivery service for the year in progress are always added to the price of background material, irrespective of the date of the order. Subscription renewals to Encyclopedias are invoiced on an annual basis at the current rate, together with a clearance at the end of the period of service, where applicable.

USB Keys tariffs apply to a single site and single access version. Specific conditions apply to network versions.

I.3. Invoicing - Payment

The financial conditions of the subscription are indicated on the order form associated with the subscription.

You agree to obtain or receive invoices electronically.

Subscription invoices are sent upon the commencement of the service.

Payment is made in cash by the payment date on the invoice, without discounts, by wire transfer, direct debit, credit card or administrative payment order, in Euros.

Requests for payment in instalments require that a direct debit be established in advance and the staggering will be defined in the order form, the Publisher is free to refuse, reduce or terminate at any time without notice and without having to justify its decision. The setting up of a payment schedule does not exempt the Customer from its obligation to pay the totality of the subscription subscribed for the initial period or the current period.

All late or partial payments made by the Subscriber will be deducted from amounts due.

If payment is received after the deadline, penalties for an amount equal to 15% of the amount of unpaid invoices will apply *ipso jure*.

If payment is not received after the Subscriber is sent a reminder to pay, the subscription will be immediately suspended *ipso jure* until the account has been settled, without prejudice to the Customer's compliance with its contractual obligations and any legal proceedings.

Any Customer in default of payment shall automatically become debtor in respect to the Publisher, in addition to penalties for delay already provided for in the present Article, of a 40 euros lump sum indemnity for recovery costs. In case of excess, a supplementary allowance may be required on the basis of supporting documents.

Specific Conditions outside metropolitan France: Once the seller has accepted the order in writing, payment will be made:

- In advance on receipt of the proforma invoice; or

- Via an irrevocable letter of credit confirmed by a French bank.

I.4. Term

Unless a particular agreement has been reached to the contrary, all subscriptions come into effect on the first date of the month of subscription for a period of twelve (12) months.

At the end of the initial period, in order to avoid any interruption of service, subscriptions are automatically renewed by tacit arrangement for successive periods of twelve (12) months at the prevailing tariff of the renewal year, except if said arrangement is terminated by registered mail with acknowledgement of receipt received 30 days before the termination date.

I.5. Termination

Each of the Parties reserves the right to terminate by registered letter with acknowledgement of receipt the Contract at any time in the event of default by the other Party to any of the clauses mentioned herein, not repaired within 30 days after formal notice. The Publisher may also terminate the Contract without notice or indemnity in the event of a breach by the Subscriber of obviously irreparable consequences.

I.6. Delivery

Prices include postage and packaging (unless there is a clause to the contrary in the tariff in force and with the exception of all specific requests for delivery, which will be invoiced in addition to the subscription). All customs duties and taxes payable are the sole responsibility of the Client.

The Publisher will go to all reasonable efforts to deliver orders accepted as soon as possible. Delivery dates that appear on order forms and all other documents will only have an indicative value. All deliveries are made to the location specified on the order form. Where applicable, it is incumbent upon the addressee to issue any reservations in the event of damage that arises during transport. Products delivered are considered compliant with the order if a written complaint is not received from the client within 15 days of delivery. The obligation of the Publisher is limited to replacing the defective product.

The Publisher cannot be held liable for damage (including loss) sustained or caused by products during delivery.

I.7. Title retention

In accordance with articles 2367 to 2372 of the Civil Code and article L624-16 of the Commercial Code, the Publisher remains the owner of products delivered until the principal and other charges relating to said products have been paid in full, even when the deferral of payment has been allowed. This title retention clause does not prejudice the termination *ipso jure* of the Contract in the case of non-payment and, in particular, in the event that the creditor goes into receivership or the assets of the creditor are sold, except in the event that the Publisher grants the administrator an extension at its request in accordance with article L 622-13 of the Commercial Code. This clause does not prevent the Client from being solely responsible for any risks associated with the products from the time of delivery onwards.

I.8. User and reproduction rights

The Publisher declares that the products and services, the provisions of which it is composed as well as the related documentation, are its property within the meaning of the provisions of the Intellectual Property Code or, failing that, that it has acquired all the rights necessary to enter into the Contract.

All documents, texts, works and illustrations to which the Publisher provides access within the framework of the products and services referred to in this document, whether directly or under licence from a third party, are protected by copyright law and database law in accordance with the Intellectual Property Code.

The Client is prohibited from using products and services for purposes other than purely documentary, including for professional use, in order to enrich one's own analysis; they are also prohibited from publishing, disseminating or selling content to which they have access and, more generally, from undermining the rights of the Publisher, whether directly, indirectly or via a third party, officials or collaborators in any way whatsoever.

Access to electronic products and services requires acceptance of a non-exclusive, non-transferrable User Licence formulated on request or, where applicable, via direct validation onscreen during installation of the product. If it does not accept, the Client promises to cancel installation and return the product at its own expense.

In the case of electronic formats, the licence is valid until the delivery of the next update. However, this licence can be extended on request in order to extend the Client's period of use of the format to the end of their subscription, at its own peril, in particular in view of the possible extinction of its content.

A subscription to all forms of access to online services shall not lead to the transfer of ownership rights to the Subscriber.

The Subscriber is also prohibited from undermining in any way reproduction, representation and other rights of the Publisher, including via the application of articles L.342-1 et seq. of the Intellectual Property Code on databases. The Subscriber cannot, under any circumstances, reproduce or represent in whole data contained in documentary holdings. It is also prohibited from any substantial (in qualitative or quantitative terms) reproduction, extraction or reuse of content on the database, and the repeated, systematic extraction or reuse of non-substantial content from the database.

Any other use not provided for in the Intellectual Property Code is subject to prior written authorisation from the Publisher.

The obligations stipulated herein are applicable for the duration of the intellectual property rights of the Publisher in all countries, even after the termination of the Contract.

The Publisher expressly reserves the right to amend at any time all or part of a product or service or updates to the same without the payment of compensation, as well as its presentation or support, where applicable, and to interrupt the update of a product or service that no longer meets current editorial objectives or for any other reason.

I.9. Responsibility

The Client bears sole responsibility for the consultation, choice, use and interpretation of documentation supplied by the Publisher, as well as courses of action and advice it infers from the same within the framework of its professional operations.

The responsibility of the Publisher towards third parties or the Client cannot be called into question, whether for the consequences of using the results of searches by the Client or omissions following an unsuccessful, defective, partial or erroneous search or the incorrect use of responses and texts consulted.

Consequently, the Publisher cannot be held liable to the Client or third parties, as a result of an express or tacit obligation, for any direct or indirect damage resulting from the use of information, in particular inaccurate or incomplete information, an indexing error, a delay or the website being unavailable.

Under no circumstances can the Publisher be held liable for damages of any description, in particular operating losses, the loss of data, loss of luck or any other financial loss resulting from the use or inability to use the products and services referred to in this document. Moreover, no assistance provided by the Publisher in the use of products and services will give rise to a supplementary guarantee in relation to these conditions.

The liability of the Publisher is limited, with all damages combined, to an amount equal to the annual value paid by the Customer for the Contract, on the date of the occurrence of the damage.

The Publisher does not guarantee that the service is free of anomalies and that its operation will be uninterrupted. Consequently, the Client is reminded that it is up to him to take all appropriate measures to minimize the harmful consequences related in particular to a possible interruption of operation or a loss of data.

The Client is informed that the use of the service is carried out via the Internet network. Thus, the Client is aware of and accepts the features and limits of the Internet, in particular with regard to the lack of protection of certain data against possible misappropriation or piracy and the risks of contamination by possible viruses circulating on the network, technical performance, response times (for consulting, querying or transferring information), the risks of interruption and, more generally, the risks inherent in any connection and transmission on the Internet.

I.10. Confidentiality – Personal data

The Client is responsible for the legality of the personal data that he or Authorised Users provide to LexisNexis. To the extent that the Client or Authorised Users provide personal data to LexisNexis for account registration or otherwise, the parties acknowledge and agree that such information will be processed by LexisNexis in accordance with the data protection laws, the LexisNexis Privacy Policy at <https://www.lexisnexis.com/global/privacy/privacy-policy.page> and the LexisNexis Data Processing Addendum at <https://www.lexisnexis.com/global/privacy/processing-terms.page> ("DPA"). Terms used but not defined in this section shall have the meanings ascribed to them in the DPA.

On request, the Publisher provides the Customer with data and analysis concerning the use of documents and online Services by users (hereinafter "Analyzes"). These Analyzes will identify the different users and detail their activities (including, but not limited to, the documents and content they have accessed, printed, e-mailed, downloaded and searched for). The Publisher will provide the Analyzes to the Client, provided that the Client does not use them for purposes other than support for internal decision-making processes, control over the use of documents and Online Services, activities that the Customer conducts with the Publisher regarding the adoption of products, as well as the evaluation of the levels of use and that the data of the Analyzes are not communicated to third parties without having obtained the prior written consent of the Editor. The Customer assumes sole responsibility for the transmission and obtaining of all necessary consents and authorizations from the users with respect to all uses of the Analyzes and access to the Services provided by the Publisher.

I.11. Sanctions

The Customer represents and warrants on an ongoing basis that it and the Authorized Users:

(a) are not Sanctioned Parties;

(b) will not provide access to the Product to any Sanctioned Party;

(c) will not access the Product from a country subject to applicable embargoes; and

(d) will not use any Sanctioned Party in any manner in connection with this Agreement.

Breach of this clause shall entitle LexisNexis to terminate immediately on written notice, without prejudice to any other rights available by law or contract.

"Sanctions List" means each of:

(a) OFAC's list of Specially Designated Nationals ('SDN List');

(b) the UK's HM Treasury's Consolidated List of Sanctions Targets;

(c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions;

(d) BIS's Entity List; or

(e) any other applicable sanctions lists.

"Sanctioned Party" means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person:

(a) identified on any Sanctions List; or

(b) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in (a).

I.12. Miscellaneous

Except in the case of special provisions in the order form, the Publisher is authorized by the Client to use the Client's corporate name as a commercial reference on any medium for marketing and advertising purposes.

The Client agrees by signing the present conditions to waive the application of articles 1221, 1222 and 1223 of the Civil Code outside of all judicial decisions, and 1226 of the Civil Code.

I.13. Governing law – Attribution of competence

Our sales, subscriptions and licences are governed by French law.

In the event of a dispute, only the courts of Paris will be competent and determined in accordance with procedural rules.

Competence has been attributed to the courts of Paris in a general manner and applies to substantive claims, interlocutory actions, trials and summary procedures, irrespective of where deliveries are made and method of payment. The Client accepts this attribution of jurisdiction without restriction or reservation.

II - ONLINE SERVICES: SPECIFIC CONDITIONS

II.1 - Purpose

The Publisher grants the Client a non-exclusive and non-transferable right to access and use the Service for its own needs, possibly professional, in accordance with its purpose, as defined in the related documentation, and limited to the duration of the Contract. These specific Conditions complement the general conditions for subscription online services provided by the Publisher ("Services").

The Services consist of indivisible entities and make up of all the data available, as defined in the current catalogue and characterised by hypertext links.

II.2 – Access to Services

The Publisher promises to implement all measures possible to allow the Subscriber reliable, rapid access to Services. The Subscriber declares that they agree to bear the cost of, and limits to, access to the internet. The Subscriber, informed of the minimum specifications communicated by the Publisher, will access Services under the appropriate technical conditions - hardware, software, and telecommunications – to ensure in particular that all security measures and measures to protect the User against any intrusions are taken. Information on the website of the Publisher is accessible 24 hours a day, 7 days a week, except in the event of an accidental interruption or interruption required to ensure the proper operation of the service. Said interruption shall not give rise to compensation. A user assistance service, limited to the use of Services, is available to the Subscriber within the hours set by the Publisher.

The Client acknowledges having checked that the computer configuration used does not contain any virus, that it is in good working order and compatible with the Services. The Client shall be responsible for all consequences of the use of non-approved equipment.

The Client shall refrain from fraudulently accessing or remaining in the Services, from hindering or altering the operation of the Services, in particular by introducing any virus or malicious program or program likely to cause any damage to the Site.

II.3 – Methods of subscription

The Publisher offers the Client a fixed-rate subscription to Services, depending on the sales offers defined in the current tariff or the result of particular agreements.

Principles. Fixed rates are set as a function of the total number of experts or professionals within the structure of the Client.

Therefore, experts or professionals who are members of or who exercise their activities through a structure containing several experts or professionals will not be able to purchase individual subscriptions online.

Any modification of the conditions of subscription is performed in compliance with the rules, offers and tariffs defined by the Publisher.

Regularization

At the Customer's initiative:

Subscribing to the packages corresponding to the number of experts or professionals in its structure, the Subscriber agrees to report, throughout his subscription and as soon as possible, any change in his situation. The regularization of the lump-sum subscription conditions will then be subject to a revision accepted by the Publisher at the latest when renewing the subscription and without prejudice to the right of the Publisher to regularize the previous level of subscription.

At the Publisher's initiative:

At any time and at the latest at the time of renewal, the Publisher reserves the right to request a certificate from the Subscriber, who will respond within 30 days, in order to clarify his situation in relation to the lump-sum subscription conditions. In the absence of any reply or in the absence of agreement between the Parties, and notwithstanding the right of the Publisher to suspend the subscription, the Subscriber agrees that the Publisher may terminate in compliance with the conditions stipulated in Article I.5. Subscriber remains liable for all amounts due.

II.4 – Connection to Services

Once the Contract has been signed by the Client (whether a corporation or an individual), the Publisher will authorize access to the Services by code and password, or by exception and after express Publisher's agreement (depending on Services subscribed by the Customer and the technical characteristics of their installation) by IP address or by delegation of authentication. All technical specifications relating to the connections of the Services are notified in the Conditions of Authentication to the Services presented by LexisNexis on each service on line.

The Customer acknowledges that access codes for Services and passwords are personal, confidential and non-transferable. The Customer must ensure its preservation and confidentiality. They are solely for use by designated Users, namely: any person who uses the Service as a Customer or on behalf of a Customer ("User"). They cannot in any way be communicated to third parties or reused, on the premises of the Subscriber or elsewhere, by a person other than the designated User. At any time, when using the Services, the Customer agrees to provide accurate, complete and up-to-date information.

The Customer acknowledges that connection to Services can be restricted by the Publisher, who reserves the right to, for legitimate and objectives grounds, block access to its website from particular workstations.

If the Subscriber challenges this blocking of access in writing on objective grounds, the Publisher will re-establish the connection to Services from said terminal. The Publisher cannot be held liable for the duration of interrupted access to Services.

The Subscriber is solely responsible for access to Services. Any use made thereof prior to the modification or cancellation of means of access is the responsibility of the Subscriber.

In this case, it is the Subscriber's responsibility to pass on all the obligations provided for herein to the Users and to ensure that the Users respect the rights and obligations defined herein. The Subscriber will inform the Publisher of any fraudulent use of its access codes.

AUTHORISED SIGNATURE			
SIGNATURE			
DATE OF SIGNATURE		PRINT NAME & JOB TITLE OF SIGNATORY	