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1. Supply and Grant of Licence

1.1 Subject to the further terms and conditions set out below, you are granted for the Trial Period only a non-exclusive, non-transferable limited licence to access data made available on the Service in the territory in which your organisation has been given permission to trial the Service (if unsure, please check before commencing use) for the sole purpose of evaluating the Service.

1.2 Your right to access the Service granted under sub-clause 1.1 will terminate on expiration or suspension of the Trial Period. You are provided with access for evaluation purposes only and you are prohibited from downloading the Service in whole or in part during the Trial Period.

2. Access Security

2.1 You:

- (a) may only access the Service using:
 - (i) the registration key(s) provided by us to enable you to create a OnePass account for accessing the Service; or
 - (ii) an IP authentication regime with an IP address that is unique to your organisation.
- (b) must not share the publications or data made available through the Service with anyone else;
- (c) must not disclose your registration key or OnePass account username and password to a third party or provide access to the Service or use the Service on behalf of an unauthorised third party;
- (d) may not access the Service if you are no longer registered with, employed by or contracted to your organisation;
- (e) must notify us immediately if you suspect that the security of a registration key or OnePass account has been compromised or if the Service is being used in an unauthorised manner; and
- (f) must, in all other respects, comply with these terms.

2.2 If you are an organisation that has been provided with trial access to the Service you are responsible for ensuring that your users (“**Authorised Users**”) comply with these terms.

3. Use of the Publications

3.1 The publications appearing on the Service are not a substitute for legal or other professional advice.

3.2 Information appearing in the publications available on the Service may only be used by you in the ordinary course of the activities of your organisation and expressly for:

- (a) the purposes of research, study, supplying educational services or the giving of professional advice to clients; or
- (b) inclusion in essays, theses, professional advices, papers, submissions, communications to and publications for students, clients and potential clients, the preparation of tenders, reports, submissions and other like documents (“**Work Product**”), provided:
 - (i) reproduction of content in Work Product does not represent a substantial proportion of the content of any single publication accessed via the Service;

- (ii) you may not undertake these activities for or on behalf of a third party unrelated to your organisation;
- (iii) the Work Product is not made available for sale;
- (iv) where you are accessing a news service, you may not communicate, download or reproduce any content from that Service at all without first obtaining our express prior written permission; and
- (v) recipients of the Work Product are not permitted to make further reproductions of such material.

4. Intellectual Property Rights

4.1 All intellectual property rights in the software and the publications available on the Service are and remain the exclusive property of ourselves or third party suppliers as the case may be. When using the publications and the Service, you must comply with the law including, without limitation, copyright laws.

4.2 Unless permitted by law or as otherwise expressly permitted in these terms, you must not, nor must you authorise any third person to:

- (a) reproduce, copy, download, scrape, store, publish, transmit, transfer, communicate, distribute, disseminate, sell, rent, lend or otherwise use the publications or the Service, or any part of the publications or Service, in any form or by any means;
- (b) modify or make any alterations, additions or amendments to any part of the publications downloaded from the Service;
- (c) make the Service available to any person other than Authorised Users;
- (d) convert material downloaded from the Service into an electronic format other than the one in which it was supplied;
- (e) reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Service or reproduce all or any portion of the said components;
- (f) remove, alter, circumvent or tamper with any trade marks, copyright notices, copyright protection devices, disclaimers or other legal notices;
- (g) combine the whole or any part of the data available on the Service with any other software, data or material; or
- (h) store or use any part of such data in an archival database or other searchable database except as forming part of any Work Product.

5. Suspension or Modification of the Service

5.1 We may discontinue or revise any or all aspects of the Service or publications appearing on the Service (including, without limitation, the supply of any publication through the Service) at our sole discretion and without prior notice to take account of (for example but without limitation) changes in law or circumstance relating to the publication of that Service.

5.2 We may suspend access to the Service, in whole or in part, until further notice, with immediate effect:

- (a) to periodically maintain or improve the publications or the Service and related systems;
- (b) to comply with any order, instruction or request of any government, any emergency services organisation, or other competent judicial, administrative or regulatory authority; or
- (c) if we believe that the Service or the publications may be used in such a way as may constitute a breach of these terms.

5.3 Whilst we use our best endeavours to minimise disruption to the Service, unscheduled outages may occur from time to time.

6. Disclaimer of Liability and Warranties

6.1 If any law or regulation including but not limited to the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*, confers rights and remedies on you in relation to the provision by us of the Service which cannot be excluded, restricted or modified ("**Non-excludable Rights**"), we do not exclude any Non-excludable Rights but we do exclude all other conditions and warranties implied by custom, law or statute.

6.2 Except as provided for by the Non-excludable Rights:

- (a) the Service trialled by you is provided without warranties of any kind, either express or implied;
- (b) we do not warrant that the Service will be complete or free from all errors;
- (c) we do not warrant that information will continue to be available to us to enable us to keep the Service up-to-date; and
- (d) all representations are expressly excluded and you have not relied on any representations in trialling the Service.

6.3 Subject to clause 6.1 under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which result from any use, or any inability to use, the Service.

6.4 To the fullest extent permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded, but can be limited, is limited, at our option to supply of the Service ordered by you again or paying for their resupply.

7. Termination for Breach

7.1 Without prejudice to any other right at law, we may terminate your access to the Service immediately if you commit a material breach of these terms. Where you have breached a material term we may elect, in the alternative, to cease providing you with access to the Service until you have remedied the breach.

8. Governing Law

8.1 These terms will be governed by and construed according to the law of New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.