

GENERAL TERMS AND CONDITIONS

LEXISNEXIS VERLAG ARD ORAC GMBH

(Version 13 May 2026)

1. Section: General Provisions

1.1 Definitions

“**Official Registry Services**” include the provision of online access to the following databases operated by the Republic of Austria: Company Register database (*Firmenbuchdatenbank*), Land Register database (*Grundstücksdatenbank*), Central Trade Register (*Zentrales Gewerberegister*), court files (electronic file access), and business aids for enforcement proceedings (Sec 73a of the Austrian Enforcement Act (*Exekutionsordnung*)).

“**Users**” are those persons named by the Customer who use the Online Services or Official Registry Services under a license.

“**Customer**” means anyone who (i) obtains access to Online Services or (ii) purchases or intends to purchase products from the web shop.

“**LexisNexis**” means LexisNexis Verlag ARD ORAC GmbH, Trabrennstraße 2A, 1020 Vienna, Austria.

Phone number: +43 1 53452-0,

E-mail: kundenservice@lexisnexis.at,
www.lexisnexis.at,

registered in the Austrian Company Register (*Firmenbuch*) at the Vienna Commercial Court (*Handelsgericht Wien*) under FN 36462x, VAT ID ATU 33936300.

“**Online Services**” include individual sources (such as journals, commentaries, books, index documents, reference materials, calculators, laws, court decisions, etc.), groups of sources, and online tools with various automated IT functions (e.g. Lexis+ AI, Protégé) that LexisNexis makes available for online access.

“**Business Customer**” means a Customer who is not a consumer within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).

“**Events**” are professional events offered by LexisNexis for training, continuing education, and professional development, in particular online seminars, workshops, and similar educational formats, regardless of whether they are one-time or recurring (e.g. annual) or take place online or in person.

“**Consumer**” means a Customer who is a consumer within the meaning of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).

“**User Interface**” refers to the screen display through which the Customer can access the Online Services.

1.2 Scope

1.2.1 These General Terms and Conditions apply to all contracts between the Customer and LexisNexis, including the anonymous use of the Online Services (i.e., use without prior user registration in the Online Service). Depending on the subject matter of the contract, in addition to the section “General Provisions”, other sections also apply (see Sections 2 - 7).

- 1.2.2 LexisNexis does not make the data of the contracts on which these General Terms and Conditions are based available to the Customer on demand. The Customer is therefore advised to ensure that they store the relevant contracts or print them out themselves.

1.3 Protection of Personal Data

The Customer is responsible for the lawfulness of the personal data that they or the Users provide to LexisNexis in connection with the contract. To the extent that the Customer and/or Users provide personal data to LexisNexis during registration or otherwise, the parties agree that LexisNexis will process this information in accordance with data protection laws, the LexisNexis Privacy Policy available at <https://www.lexisnexis.com/global/privacy/privacy-policy.page>, and the LexisNexis Data Processing Addendum available at <https://www.lexisnexis.com/global/privacy/processing-terms.page> (“**DPA**”). Terms used in this section but not defined herein shall have the meanings set forth in the DPA.

1.4 Compliance

- 1.4.1 The Customer represents and warrants at all times that neither the Customer nor the authorized Users:

- (a) are sanctioned parties;
- (b) will grant access to the Product to any sanctioned party;
- (c) will access the Product from a country subject to the sanctions list and/or applicable embargoes; and
- (d) will involve any sanctioned party in any way in connection with the underlying agreement(s).

- 1.4.2 A breach of this clause entitles LexisNexis to immediate termination in writing, without prejudice to any other statutory or contractual rights.

- 1.4.3 “**Sanctions List**” means any of the following lists:

- (a) OFAC’s list of Specially Designated Nationals (‘SDN List’);
- (b) UK HM Treasury’s Consolidated List of Sanctions Targets;
- (c) EU’s Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions;
- (d) BIS’s (Bureau of Industry and Security – *Amt für Industrie und Sicherheit*) Entity List; or
- (e) any other applicable sanctions lists.

- 1.4.4 “**Sanctioned Party**” means any person (whether a legal entity or an individual) subject to sanctions or export controls imposed by the United States, the United Kingdom, the European Union, or any other competent authority, including, but not limited to, any person:

- (a) listed on a Sanctions List; or
- (b) that is owned, directly or indirectly, in whole or in part, by 50 percent or more by, or is otherwise controlled by, any person who is listed on a Sanctions List within the meaning of (a) .

1.5 Force majeure

- 1.5.1 Both parties shall use all reasonable efforts to minimize the consequences of force majeure. If the force majeure event lasts longer than 30 days, or if it is clear at the onset of a force majeure event that it will last longer than 30 days, either party has the right to terminate the contract with immediate effect after notifying the other party, or with effect at a later date that the terminating party may specify in such notice.

- 1.5.2 For the purposes of this agreement, the term “force majeure” includes strikes, lockouts, earthquakes, hurricanes, floods, fires, or other natural disasters, war, rebellion, civil unrest,

pandemics, laws, regulations, acts of civil or military authorities (including the denial or revocation of export or other required licenses), unavailability of materials, means of transportation, or communication facilities, as well as any other reasons beyond the reasonable control of the party whose performance is affected.

1.6 Prices and Terms of Payment

1.6.1 Unless expressly stated otherwise, all prices include value-added tax. Shipping costs are listed separately. Invoices are issued in Euro.

1.6.2 Unless expressly agreed otherwise, all invoices are payable immediately upon receipt without any discount. Payment may be made using the following methods:

- in the web shop: credit card, invoice, EPS
- for Online Services: invoice, direct debit

1.6.3 In the event of a default caused by the Customer, LexisNexis is entitled to charge reminder fees that are necessary for the appropriate legal pursuit of the claim and are proportionate to the amount of the claim (up to a maximum of EUR 10 per reminder). If two reminders have been unsuccessful, a collection agency will be commissioned to collect the debt. All costs incurred by the collection agency and billed to us, the maximum amount of which is determined by the Regulation of the Austrian Federal Minister for Economic Affairs on the maximum rates of remuneration payable to collection agencies (*Verordnung des Bundesministers für wirtschaftliche Angelegenheiten über die Höchstsätze der Inkassoinstituten gebührenden Vergütungen*), shall be borne by the Customer who is culpably in default of payment, provided that these costs are reasonable and necessary for the appropriate legal pursuit of the claim.

1.6.4 In the event of default, the following shall also apply:

- If the Customer is a Business Customer, default interest of 14% p.a. is agreed upon.
- If the Customer is a Consumer, the statutory default interest rates apply.

1.7 Warranty

1.7.1 The statutory warranty provisions apply. With respect to Business Customers, the obligation to update pursuant to Sec 7 of the Austrian Consumer Warranty Act (*Verbrauchergewährleistungsgesetz*) is excluded.

1.7.2 With regard to the content included in the Online Services, such as, in particular, professional publications in journals, court decisions, digital tools, reference books, collections of templates, and other comparable materials (collectively "**Materials**"), LexisNexis and any third-party provider of Materials expressly disclaim any warranty, including any warranty of merchantability and fitness for a particular purpose.

1.8 Liability

1.8.1 If the Customer is a Consumer, the following applies:

- (a) In cases of intent, gross negligence, injury to life, limb, or health, as well as claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*), liability is governed by statutory provisions.
- (b) Furthermore, liability is excluded in cases of slight negligence, unless one of the of material contractual obligations (*Hauptleistungspflichten*) is affected.

1.8.2 If the Customer is a Business Customer, the following applies:

For all resulting damages, whether arising from a breach of contractual or pre-contractual obligations or from a tort, the following liability provision applies exclusively:

- (a) In cases of intent, extreme gross negligence (*krass grobe Fahrlässigkeit*), injury to life, limb, or health, and claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*), liability is governed by statutory provisions.
 - (b) In cases of simple gross negligence (*schlicht grobe Fahrlässigkeit*), liability is limited to compensation for typically foreseeable damage. Compensation for lost profits and other consequential or indirect damages and costs is excluded. The burden of proof for the existence of simple gross negligence (*schlicht grobe Fahrlässigkeit*) rests with the person asserting the claim for compensation.
 - (c) Furthermore, liability is excluded in cases of slight negligence.
- 1.8.3 All information contained in the publications, as well as at and in connection with Events, is provided without warranty despite careful preparation, and liability on the part of LexisNexis, the publishers, the authors, and the speakers is excluded.
- 1.8.4 With regard to the Online Services, LexisNexis is not liable for the content of the Materials contained in the Online Services. With regard to the Events, LexisNexis is not liable for the content of the materials contained in the working documents or in any documents provided by the speakers.
- 1.8.5 The aforementioned limitations of liability also apply in favor of authors and other persons who hold or held rights to the sources, the editors at LexisNexis, the producers of the sources, and persons acting on their behalf (such as subsidiaries, employees, executive bodies, suppliers, sales representatives, legal successors, etc.).
- 1.8.6 There is no right of retention.

1.9 Right of Withdrawal for Consumers

- 1.9.1 Customers who are Consumers have the right – unless an exception listed in Sec 18 of the Austrian Distance Selling Act (*Fern- und Auswärtsgeschäftegesetz*) applies – to withdraw from a contract concluded with LexisNexis using exclusively one or more means of distance communication (such as telephone, letter, or email) within fourteen calendar days without giving any reason.
- 1.9.2 The withdrawal period begins:
- (a) in the case of the delivery of digital content not supplied on a tangible medium: from the day the contract is concluded;
 - (b) in the case of a purchase agreement: from the day on which the Customer or a third party designated by the Customer, who is not the carrier, took possession of the goods;
 - (c) in the case of a contract for multiple goods that the Customer ordered as part of a single order and that are delivered separately: from the day on which the Customer or a third party designated by the Customer, who is not the carrier, took possession of the last good;
 - (d) in the case of a contract for the delivery of goods in multiple partial shipments or pieces: from the day on which the Customer or a third party designated by the Customer, who is not the carrier, took possession of the last partial shipment or the last piece;
 - (e) in the case of a contract for the regular delivery of goods over a specified period: from the day on which the Customer or a third party designated by the Customer, who is not the carrier, took possession of the first item.
- 1.9.3 To exercise their right of withdrawal, the Customer must notify LexisNexis of their decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by mail or an email):

Trabrennstraße 2A, 1020 Vienna, Austria

Phone number: +43 1 53452-0

Email: kundenservice@lexisnexis.at

- 1.9.4 The Customer may use the **model withdrawal form** for this purpose, although this is not mandatory.
- 1.9.5 To meet the withdrawal deadline, it is sufficient for the Customer to send the notice of exercising the right of withdrawal before the withdrawal period expires.
- 1.9.6 If the Customer exercises their right of withdrawal, LexisNexis must refund the Customer all payments received from the Customer, including delivery costs (with the exception of additional costs resulting from the Customer's choice of a delivery method other than the cheapest standard delivery offered by LexisNexis), without undue delay and no later than fourteen calendar days from the day on which LexisNexis received the Customer's notice of withdrawal from the contract. For this refund, LexisNexis will use the same payment method that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no event will the Customer be charged any fees for this refund. LexisNexis may withhold the refund until LexisNexis has received the goods back or until the Customer has provided proof that the Customer has sent the goods back, whichever occurs first.
- 1.9.7 The Customer must return or hand over the goods to LexisNexis (LexisNexis Verlag ARD ORAC GmbH, Trabrennstraße 2A, 1020 Vienna, Austria) without delay and, in any event, no later than fourteen calendar days from the date on which the Customer notifies LexisNexis of the withdrawal from the contract. The deadline is met if the Customer sends the goods before the expiration of this 14-day period. The Customer bears the direct costs of returning the goods. The Customer is only liable for any loss in value of the goods if this loss in value is attributable to a handling of the goods that is not necessary for testing their condition, characteristics, and functionality.
- 1.9.8 If the Customer has requested that services (such as access to Online Services) begin during the withdrawal period, the Customer must pay LexisNexis a reasonable amount corresponding to the proportion of services already provided up to the time the Customer notifies LexisNexis of the exercise of the right of withdrawal with respect to this contract, compared to the total scope of services provided for in the contract. For Events lasting several days or consisting of modules, compensation shall be calculated based on the ratio of the service units actually provided up to the time of withdrawal (e.g. seminar days or modules) to the total scope of the agreed-upon service.

1.10 Confidentiality and Confidential Information

- 1.10.1 The contracting parties undertake to treat as confidential and not to disclose to third parties any confidential information (including trade secrets) that they obtain from the other contracting party (i) in the course of initiating the conclusion of a contract, (ii) upon the conclusion of a joint contract, or (iii) during the performance of an existing contractual relationship.
- 1.10.2 "**Confidential Information**" means information that is expressly designated as confidential and/or whose legitimate interest in confidentiality arises from the circumstances of the individual case, regardless of the form (e.g. written, electronic, oral) in which the information comes or has come to the knowledge of the other party.
- 1.10.3 For LexisNexis, Confidential Information includes, in particular:
- (a) The contract between the Customer and LexisNexis;
 - (b) all invoices and billing information issued under this contract, as well as related correspondence and documents containing confidential pricing and business information of (i) LexisNexis and/or its officers, directors, employees, subcontractors, agents, successors, or

representatives, or its affiliates; and/or (ii) third-party suppliers of materials, their officers, directors, employees, subcontractors, agents, successors, or assignees, or their affiliates; as well as non-public information regarding products and services prior to their market launch.

1.10.4 For the Customer, Confidential Information includes, in particular:

- (a) The Customer's name; and
- (b) The Customer's financial information (bank account details, etc.).

1.10.5 The Parties acknowledge that the disclosure of Confidential Information could result in a competitive disadvantage for the other Party or for third-party suppliers. The Parties shall treat Confidential Information as confidential and shall not (i) disclose it internally, unless the person in question requires the information in the context of internal work and is subject to a confidentiality obligation, or (ii) disclose it to third parties, except to a party's legal counsel, service providers, and auditors who require access to the Confidential Information to provide professional services to the party and provided that such third parties are also subject to a confidentiality obligation.

1.10.6 Notwithstanding any provision to the contrary in this Agreement, LexisNexis and the Customer agree that such information shall not constitute Confidential Information if (i) it is already known to the receiving party ("**Recipient**") at the time of its receipt from the disclosing party ("**Discloser**"), without any obligation to keep such information confidential; (ii) is or becomes publicly known or available without any wrongful act on the part of the Recipient; (iii) was lawfully received by the Recipient from a third party without restriction and without breach of this Section; (iv) is contained in publicly available records or products or can be discovered through examination of publicly available records or products; (v) must be disclosed pursuant to laws, regulations, or court orders (provided that the Recipient notifies the Discloser in advance to give the Discloser the opportunity to seek an injunction to prevent or limit the disclosure of the information to third parties); or (vi) were developed by the Recipient without the use of the Discloser's protected, non-public information.

1.10.7 The confidentiality provisions shall remain in effect even after the termination of the Agreement, as long as the relevant Confidential Information is not publicly known.

1.11 Amendments

1.11.1 These General Terms and Conditions may be amended by written agreement between LexisNexis and the Customer.

1.11.2 Furthermore, LexisNexis reserves the right to amend these General Terms and Conditions in accordance with the following procedure: LexisNexis shall notify the Customer of any amendments at least two months prior to their effective date via the contact address provided by the Customer (mail or email). Within 14 calendar days of receiving this notification, the Customer may request negotiations regarding these proposed amendments. If this does not occur, the amendments shall be deemed agreed upon. LexisNexis will specifically point out this legal consequence to the Customer. If no agreement is reached in such negotiations within a reasonable period (maximum 21 calendar days), both the Customer and LexisNexis have the right to terminate the contract with immediate effect with respect to those provisions affected by the changes. The remainder of the contract shall not be affected by such partial termination.

1.12 Failure to Assert Claims

Failure to assert claims immediately does not constitute a waiver of such claims.

1.13 Language, Customer Contact, and Product Optimization

- 1.13.1 The contract language is English. Communication with Customer service will also take place in English.
- 1.13.2 LexisNexis will contact the Customer and User directly to fulfill the contract and implement measures aimed at product optimization.

1.14 Place of Performance

The place of performance is Vienna.

1.15 Governing Law

Austrian law applies exclusively, excluding conflict-of-laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG; Federal Law Gazette for the Republic of Austria 1988/96 (*Bundesgesetzblatt (BGBl.) 1988/96*)). If the Customer is a Consumer, mandatory consumer protection regulations of the Customer's country of residence remain unaffected.

1.16 Place of Jurisdiction and Dispute Resolution

- 1.16.1 For Business Customers, the agreed place of jurisdiction is the competent court for Vienna, Inner City.
- 1.16.2 If the Customer is a Consumer, the statutory provisions shall apply.

1.17 Severability

- 1.17.1 The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions.
- 1.17.2 If the Customer is a Business Customer, the following shall also apply: Any invalid provision shall be replaced by a valid provision that achieves the same economic result, provided that this does not result in a material change to these General Terms and Conditions.

2. Section: Online Services

2.1 Scope

2.1.1 The provisions of this section also apply to contracts regarding the use of the Online Services, including their anonymous use (i.e. use without prior user registration in the Online Service) and the use of online tools with automated IT functions.

2.1.2 The Customer warrants that the Customer, its employees, Users attributable to the Customer, and other third parties to whom the Customer lawfully grants access to Online Services, are aware of and will comply with the obligations agreed upon in these General Terms and Conditions prior to the first use of the Online Services. The Customer agrees to indemnify and hold LexisNexis harmless from any and all claims arising from or resulting from any use by the Customer, its employees, Users attributable to the Customer, and other third parties to whom the Customer lawfully grants access to the Online Services that is unlawful or contrary to these General Terms and Conditions.

2.2 Availability

The Online Services provided by LexisNexis are operated with the utmost care, reliability, and availability. However, they are not available during maintenance work, about which the Customer will be informed.

2.3 Access Data

The access data provided by LexisNexis may only be used for access from within the country (Austria), unless the access data is used for individual searches related to ordinary business activities concerning Austria and conducted during short-term stays abroad not exceeding four weeks.

2.4 Contract Term, Fees, and Termination of Online Services

2.4.1 Contracts for the use of the Online Services are concluded for an indefinite period in exchange for a fee, which is invoiced in full for each calendar year at the beginning of the respective calendar year.

2.4.2 The fee for services provided as part of the Online Services (excluding databases of the Republic of Austria) is based on the prices agreed upon with the Customer. LexisNexis is entitled to adjust the prices in line with the expansion of the Online Services available to the Customer and changes in costs. In particular, if the Customer has subscribed to individual modules, alliance packages, or special packages, the fees for these will be adjusted not only in line with the general price adjustment but also in light of any expansion of content.

2.4.3 If LexisNexis intends to adjust its prices, LexisNexis will notify the Customer in writing or by email no later than 10 November of each calendar year regarding the revised prices that will apply for the following calendar year. If the Customer does not accept these new prices, the Customer may terminate the contract with LexisNexis for the Online Services in accordance with the terms and conditions below. If the Customer does not terminate the contract by 30 November (the postmark date is decisive), the new prices shall be deemed agreed upon. LexisNexis is thereby entitled to bill the Customer for the Online Services at the new prices starting at the beginning of the next calendar year.

2.4.4 A contract for the use of the Online Services may be terminated for the first time at the end of the first full calendar year following the conclusion of the contract and thereafter at the end of each subsequent calendar year. The notice period is one month.

2.4.5 For contracts regarding the use of the product "AON (*Archiv Arbeitsbücher Online*)" the following

applies, notwithstanding the provisions of 2.4.1 and 2.4.4 :

- (a) The contract year begins on 1 May of a given year and ends on 30 April of the following year.
- (b) The contract is concluded for a fixed term until the end of the contract year in progress at the time of conclusion and is automatically extended for another contract year, unless it is terminated in writing by either party by 31 March of a given year, effective 30 April of the same year.
- (c) If a contract is concluded during the course of a year, i.e. during a current contract year, the fee owed by the Customer to LexisNexis shall be prorated for the period until the end of the respective current contract year.

2.4.6 Both parties reserve the right to terminate the contract for good cause with immediate effect. Such good cause includes, in particular, the Customer's continued violation of contractual provisions despite a request to cease such conduct, e.g. a delay in payment despite a reminder. In such cases, LexisNexis may temporarily suspend the Customer's access to the Online Services to which they subscribe, taking into account the severity of the violation and the Customer's legitimate interests, until the contractual violations have been resolved.

The notice of termination must be sent in writing (including by email) to:

LexisNexis Verlag ARD ORAC GmbH
Trabrennstraße 2A, 1020 Vienna, Austria
Phone number: +43 1 53452-0
Email: kundenservice@lexisnexus.at

2.5 Right of Use

- 2.5.1 For the duration of a contract for the use of the Online Services or a trial account, LexisNexis grants the Customer a non-exclusive, non-transferable, non-sublicensable license (*non-exclusive right to use the work – einfache Werknutzungsbewilligung*), subject to the following provisions, to use the Online Service(s) specified in the contract for the term specified therein. Notwithstanding the foregoing, the Customer retains the option to use the Online Services anonymously, i.e. without user registration, to the extent that access is factually permitted by LexisNexis. All rights, titles, and interests (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both printed and machine-readable form) remain exclusively with LexisNexis or LexisNexis's respective third-party providers. The Customer does not acquire any copyrights, other intellectual property rights, or other proprietary rights to the Online Services or Materials; rather, the Customer is granted only the rights of use expressly granted in these General Terms and Conditions.
- 2.5.2 The right to fully use the Online Service(s) specified in the contract is granted only to those individuals named in the written agreement with LexisNexis as Users and to whom LexisNexis has assigned a password. The Materials of the Online Services may be displayed on only one device per User at a time.
- 2.5.3 Neither contracts regarding the use of Online Services as a whole nor individual rights arising from such contracts may be transferred by the Customer to third parties without the prior consent of LexisNexis.
- 2.5.4 LexisNexis may transfer contracts regarding the use of Online Services as a whole or individual rights under the contract to another company within the group to which LexisNexis belongs or that provides Online Services. LexisNexis is also entitled to assign the claim for payment of the fees to companies that do not belong to the LexisNexis group.
- 2.5.5 The Online Services and Materials obtained from these Online Services may only be used for

private use and within the scope of the Customer's ordinary business activities.

- 2.5.6 The Customer's use of the Online Services must not be automated by means of mechanical, programmed, robot-assisted, script-driven, or other automated processes that are not provided as part of the Online Services. This means, in particular, that Materials from the Online Services
- (a) may only be printed or downloaded in a single copy using print or download commands provided on the User Interface itself;
 - (b) may be stored in electronic or other machine-readable form only to an insignificant extent and for no longer than 90 calendar days.
- 2.5.7 Excerpts of the Materials may be stored for longer periods,
- (a) that form part of reports or recommendations intended for a specific recipient, or
 - (b) that must be retained for evidentiary purposes or due to legal requirements.
- 2.5.8 The Customer and other Users are further prohibited from
- (a) using the Online Services or Materials in violation of applicable laws, regulatory requirements, or the rights of third parties, or in a manner that infringes copyrights, other intellectual property rights, or other proprietary rights therein;
 - (b) removing, altering, or otherwise obscuring or rendering illegible copyright notices or other notices contained in the Online Services or Materials;
 - (c) downloading or storing in an archive database, otherwise reproducing, distributing, selling, marketing, lending, making publicly available or otherwise transferring to third parties, Material made available via the Online Services, whether in substantial or insubstantial portions;
 - (d) using the Online Services or Materials to compete with LexisNexis;
 - (e) using the Online Services for the storage, distribution, and/or transmission of illegal, fraudulent, libelous, aggressive, defamatory, obscene, pornographic, harassing, or racially or ethnically offensive content, and/or content that promotes illegal acts, contains sexually explicit depictions, violates laws, regulations, rules, or other standards, or incites unlawful violence or discrimination based on gender, skin color, ethnic origin, religious belief, sexual orientation, disability, or other illegal activities;
 - (f) using devices, products, or other means that circumvent or overcome LexisNexis's technical measures designed to protect the Online Services and Materials;
 - (g) attempting to disassemble, reverse engineer, decompile, or otherwise convert the Online Services or any database associated with the Online Services into a form perceivable by humans;
 - (h) using IT applications (e.g. bots, crawling, scraping, text and data mining, automated scripts, search engines, or AI solutions not authorized by LexisNexis) that are used to analyze the technical characteristics of the Online Services and/or to retrieve, analyze, modify, enrich, aggregate, or use Materials to generate text or other content, or to otherwise use or exploit such Materials;
 - (i) using the Online Services and Materials in connection with large language models (LLMs), machine learning models, generative artificial intelligence, or other similar technologies ("**AI Technologies**"), unless it is cumulatively ensured that the Online Services and/or Materials (i) are processed exclusively within the Customer's closed IT environment, in which no transmission to third parties takes place, (ii) no transfer, disclosure, or other making available to third parties, including providers of AI Technologies, takes place, (iii) no use is made for the training, fine-tuning, validation, or other improvement of AI Technologies, (iv)

appropriate technical and organizational measures ensure that the Materials are neither permanently stored nor incorporated into AI Technology databases (in particular, no creation of persistent data sets or models based on the Materials); for the purposes of this section 2.5.8(i), AI Systems (as defined in section 2.6.1) are not included in the term “AI Technologies”;

- (j) incorporating Materials into automated IT applications. Reproduction for text and data mining within the meaning of Sec 42h, para 6 of the Austrian Copyright Act (*Urheberrechtsgesetz*) is also prohibited. Any mandatory statutory rights of the Customer or other Users remain unaffected.

- 2.5.9 The Customer and Users are not authorized to disclose the Materials to third parties, unless such disclosure is necessary (i) to substantiate reports or advice, (ii) for evidentiary purposes, or (iii) due to legal requirements. Under no circumstances may the Customer or a User transfer the Materials to their own database, systematically store them in any other manner, or replicate the Online Services.

Note: The Materials provided via the Online Services may be used by the Customer and/or User solely as a support in the performance of their activities. They do not in any way replace professional judgment and advice specific to individual cases.

- 2.5.10 The parties acknowledge that the official publications of the Materials may constitute the intellectual property of third parties (as they may also consist of public statements and content). LexisNexis makes no warranty as to the accuracy, quality, or completeness of the official publications and assumes no liability whatsoever with respect to the official publications.

2.6 Special Provisions for Online Tools with Automated IT Functions

- 2.6.1 LexisNexis provides online tools with automated IT functions that are based, among other things, on generative artificial intelligence and offer various support services, particularly for research activities and the creation of written content (“**AI Systems**”). The results generated with the help of AI Systems (e.g. summaries or overviews of supreme court decisions, answers to specific questions in the field of legal research, draft texts related to legal research, document analysis) do not constitute a final or binding assessment of the respective factual and legal situation, may be inaccurate or contain errors, and therefore cannot replace independent legal advice tailored to the individual case, independent research, or critical (legal) assessment by the Customer and/or User. The Customer and/or User is obligated to critically review the generated results against the available source references prior to use.
- 2.6.2 The use of results generated with the aid of AI Systems by the Customer and/or User does not establish any contractual relationship (in particular, no legal assignment) between the Customer and LexisNexis beyond existing contracts.
- 2.6.3 LexisNexis makes no claim to intellectual property rights in results generated by the Customer and/or User using AI Systems, unless such results contain excerpts or text passages from copyright-protected works to which LexisNexis holds exploitation rights (exclusive/non-exclusive right to use the work).
- 2.6.4 The Customer expressly acknowledges that results generated using AI Systems may contain copyrighted works of third parties. This may result in the Customer’s or User’s rights of use and exploitation of the results generated using AI Systems being restricted.
- 2.6.5 If and to the extent that the Customer and/or User uploads files and documents to AI Systems, (i) the Customer and/or User guarantees (in the sense of an independent guarantee pursuant to Sec 880a, second half-sentence, of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*)) that they possess all necessary rights to use the uploaded files and documents, as well as the information contained therein, and are authorized to grant LexisNexis the rights set

forth below, and (ii) the Customer and/or User grants LexisNexis, for the duration of the contract regarding the use of Online Services, the non-exclusive, transferable, sublicensable, and geographically unrestricted right to use, process, edit, store, and disclose these files and documents to third parties for the purpose of providing, operating, and further developing the AI Systems.

- 2.6.6 The AI Systems operate without human intervention. Erroneous results, particularly those caused by AI hallucinations, cannot be ruled out. LexisNexis assumes no liability and makes no warranty whatsoever regarding the completeness, accuracy, or timeliness of the generated results, regardless of whether these results were generated using files and documents uploaded by the Customer to the AI Systems. LexisNexis is not obligated to correct erroneous generated results. To the extent permitted by law, LexisNexis's liability for damages incurred by the Customer, User, or third parties arising from the use of the automated IT functions and the use of the generated results is excluded. If the Customer is a Consumer, LexisNexis's liability for slight negligence is excluded, except in cases of injury to life, limb, or health, claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*), or breach of material contractual obligations (*Hauptleistungspflichten*).
- 2.6.7 Upon termination of a contract for the use of Online Services (regardless of the legal basis for such termination), LexisNexis is entitled to delete the files and documents uploaded by the Customer and/or User, provided that no statutory retention obligations preclude this action.

3. Section: Lexis ContractMaster

3.1 Scope

The provisions of this section also apply to the use of the Lexis ContractMaster product (“**Lexis ContractMaster**”), which LexisNexis offers in cooperation with the software provider Legito s.r.o. (“**Legito**”), provided that the Customer has subscribed to the Lexis ContractMaster.

3.2 Data Protection

When the Customer and/or User uses the Lexis ContractMaster, they are technically redirected to the Legito platform. To access the Lexis ContractMaster, the Customer and/or User must re-enter their ID and password. This is necessary to verify their Lexis ContractMaster subscription and thereby grant access to the Legito platform.

3.3 Disclaimer

- 3.3.1 LexisNexis provides selected templates for contracts, agreements, and letters (for the purposes of this Section 3 “**Content**”) in the Lexis ContractMaster in cooperation with authors. The Content serves as general templates and relates exclusively to Austrian law. In particular, however, it does not address any applicable special laws, special provisions of collective bargaining agreements, or special provisions from any applicable works agreements, company regulations, or agreements made in individual contracts. The Content does not constitute a definitive or individualized assessment of the relevant factual and legal situation and cannot replace legal advice tailored to a specific case. This also applies to any tax-related implications and consequences of the contractual templates available here. These must be definitively assessed by a tax advisor.
- 3.3.2 Neither LexisNexis nor the authors are liable for the completeness, accuracy, or timeliness of the Content, nor are they obligated to update or supplement the Content. To the extent permitted by law, any liability for damages incurred by the Customer and/or User or third parties as a result of the use of the Content is excluded. If the Customer is a Consumer, liability for slight negligence on the part of LexisNexis is excluded, except in cases of injury to life, limb, or health, claims under the Austrian Product Liability Act (*Produkthaftungsgesetz*), or breach of material contractual obligations (*Hauptleistungspflichten*). All information in the Content is therefore provided without warranty, despite careful preparation.
- 3.3.3 The use of the Content does not establish any contractual relationship (in particular, no legal assignment) between the Customer and LexisNexis or the authors that goes beyond the contractual relationship required for the use of the Lexis ContractMaster.
- 3.3.4 By using the Lexis ContractMaster, the Customer and/or User agrees to the terms of this disclaimer.

3.4 Edit Pro

- 3.4.1 If the Customer has selected “Edit Pro” as an additional paid add-on package, the following applies:
- 3.4.2 Edit Pro allows Users to create work folders or workspaces (for the purposes of this Section 3 “**Folders**”) in which they can upload and automate their own contract templates and documents. LexisNexis represents and warrants that: (a) the Folders are under the Users’ exclusive control; and (b) LexisNexis will not access or otherwise review the contents of the Folders without their permission. Notwithstanding the foregoing, LexisNexis may access the contents of the Folders to the extent necessary to enable the functions of the Lexis ContractMaster and to comply with contractual and legal obligations, including, but not limited to, administrative or judicial

proceedings. Users are solely responsible for the contents of their respective Folders. The Customer represents and warrants that Users have the right and authority to transfer all content into the Folders that was not provided by LexisNexis. Users are prohibited from uploading defamatory, libelous, pornographic, or obscene content to the Folders, unless such content is reasonably related to professional duties. The Customer agrees to indemnify, defend, and hold LexisNexis harmless from and against any and all claims, damages, costs, fines, and expenses incurred by LexisNexis arising from the Users' use of the Folders or from content uploaded to the Folders. Users are solely responsible for backing up or saving the contents of their respective Folders prior to the expiration or termination of the Agreement, if desired. LexisNexis is not obligated to make the contents of Folders available to the Customers or Users after the termination of the Agreement. All materials contained in the Folders remain subject to the restrictions set forth in the Agreement.

4. Section: Information on Official Registry Services

The access to Official Registry Services provided to the Customer may only be used for the purposes of inspection or inquiry as provided for by law or by regulation. For any further use of the inquiry results (data) in accordance with the Austrian Information Reuse Act (*Information-sweiterverwendungsgesetz*), the Customer must obtain the appropriate authorization directly from the owner of the respective database.

With regard to the Austrian Company Register database (*Firmenbuchdatenbank*), please note that LexisNexis (due to its contractual obligation to the Republic of Austria) transmits an anonymized Customer identifier to the Republic of Austria (Austrian Federal Ministry of Justice (*Bundesministerium für Justiz*)) with every query of the Company Register database.

5. Section: Webshop

5.1 Scope

The provisions of this section also apply to contracts for products from the Webshop concluded between LexisNexis and a Customer.

5.2 General Terms of Delivery

5.2.1 All product listings in LexisNexis's web shop are non-binding. By placing an order, the Customer makes a binding offer to enter into a contract. LexisNexis will immediately confirm receipt of the order via email. However, the confirmation of receipt does not constitute a binding acceptance of the order, unless this is expressly stated by LexisNexis. The purchase agreement is not concluded until LexisNexis sends the Customer an express order confirmation or ships the ordered goods to the Customer. LexisNexis is entitled to accept the Customer's offer to enter into a contract within 14 business days.

5.2.2 If the Customer is a Business Customer, the risk of loss or damage to the goods passes to the Customer at the time the ordered goods are handed over to the carrier. If the Customer is a Consumer, the risk of loss or damage to the goods passes to the Consumer only upon delivery of the goods to the Consumer or to a third party designated by the Consumer who is not the carrier. However, if the Consumer has concluded the contract of carriage themselves without utilizing an option proposed by LexisNexis, the risk passes upon handover of the goods to the carrier.

Note: Express deliveries are possible and are arranged on a case-by-case basis.

5.3 Subscriptions from Publisher LexisNexis

5.3.1 Magazines

Subscription contracts for journals and magazines produced by LexisNexis (see the following list of [journals](#) & [magazines](#)) are concluded for an indefinite period. The following applies regarding termination:

- (a) If the Customer is a Business Customer, a subscription contract may be terminated for the first time at the end of the first full calendar year following the conclusion of the subscription contract and thereafter at the end of each subsequent calendar year.
- (b) If the Customer is a Consumer, the subscription contract may be terminated for the first time at the end of the first contract year, calculated from the date of conclusion of the contract, and thereafter at the end of every six-month period.

The notice period for Customers is one month. If the Customer is a Consumer, the notice period for LexisNexis is two months; otherwise, it is one month. Notice of termination must be provided in writing (including by email) to:

LexisNexis Verlag ARD ORAC GmbH
Trabrennstraße 2A, 1020 Vienna, Austria
Phone number: +43 1 53452-0
Email: kundenservice@lexisnexus.at

5.3.2 Books, Loose-leaf Publications

Subscription agreements for print products produced by LexisNexis (excluding magazines according to Section 5.3.1) are entered into for an indefinite period. The Customer may terminate the subscription agreement by providing one month's notice.

The notice of termination must be submitted in writing (including via email) to:

LexisNexis Verlag ARD ORAC GmbH
Trabrennstraße 2A, 1020 Vienna, Austria
Phone number: +43 1 53452-0
Email: kundenservice@lexisnexus.at

In the event of misuse, LexisNexis reserves the right to charge for the print product at the retail price.

If the Customer is a Consumer, the notice period for LexisNexis is two months; otherwise, it is one month.

5.4 Subscriptions from Third-Party Publishers

5.4.1 Subscription contracts for products from third-party publishers distributed by LexisNexis (such as loose-leaf publications, codex series, and CD-ROM series) and magazines (see the following [list](#)) are concluded for an indefinite period. The following applies regarding termination:

- (a) If the Customer is a Business Customer, the termination date depends on the respective third-party publisher. This will be communicated to the Customer upon conclusion of the subscription.
- (b) If the Customer is a Consumer, the subscription contract may be terminated for the first time at the end of the first contract year, calculated from the date of conclusion of the contract, and thereafter every six months.

5.4.2 The notice period is two months. The notice of termination must be submitted in writing (including via email) to:

LexisNexis Verlag ARD ORAC GmbH
Trabrennstraße 2A, 1020 Vienna, Austria
Phone number: +43 1 53452-0
Email: kundenservice@lexisnexus.at

Note: Our Customer service team is happy to provide information regarding subscriptions (such as prices, scope, publication dates, and shipping costs) from third-party publishers (phone number: +43-1-53452-0).

5.5 Retention of Title

The goods remain the property of LexisNexis until full payment has been received.

6. Section: Media Data and Advertisements

6.1 Scope

The provisions of this section apply exclusively to contracts between LexisNexis and Business Customers regarding the publication of advertisements in print publications.

6.2 Placement of Order

6.2.1 The order is based on the following (in this exact order):

- (a) these General Terms and Conditions,
- (b) the currently valid advertising rate card,
- (c) the order confirmation from LexisNexis, and
- (d) the general advertising terms and conditions of the Austrian Magazine Publishers Association (*Österreichischer Zeitschriftenverband*).

6.2.2 Any verbal agreements made with LexisNexis's sales and customer service staff that deviate from the aforementioned legal basis are only legally binding on LexisNexis if they are confirmed in writing by LexisNexis.

6.2.3 LexisNexis reserves the right to reject advertising orders – including individual ads within a larger order – at its sole discretion. The Customer will be notified of the rejection as soon as possible.

6.2.4 If the Customer places or modifies an order by telephone, the Customer bears the risk for any errors (e.g. mishearing, typographical errors, etc.).

6.2.5 The Customer is responsible for the content and form of the advertisement (e.g. non-infringement of third-party rights) and shall indemnify and hold LexisNexis harmless in this regard. LexisNexis will not review advertisements for their content or form. The Customer bears full liability for this and shall, if necessary, indemnify and hold LexisNexis harmless for any disadvantage arising from the publication of the advertisement (e.g. through a counterclaim, seizure, or civil or criminal prosecution). LexisNexis is entitled, but not obligated, to seek a court ruling on the third party's claim or to comply with the claim.

6.3 Order Processing

6.3.1 Advertising orders must be processed within one year. No guarantee is given that the advertisement will be included in specific issues.

6.3.2 The discounts listed in the advertising rate card are granted only for advertisements appearing within a 12-month period. This period begins with the publication of the first advertisement. The discount is granted only if the conditions for it were already met at the time the order was placed.

6.3.3 If an order cannot be fulfilled, or cannot be fulfilled in full, due to force majeure or circumstances for which LexisNexis is not responsible, any claims for compensation and/or warranty against LexisNexis are excluded. The Customer must pay the full price if the order is fulfilled with 80% of the guaranteed print run. For smaller print runs, payment is due at the per-thousand rate according to the calculated print run.

6.3.4 Placement requests are binding on LexisNexis only if a placement surcharge is paid; otherwise, LexisNexis will attempt to fulfill them. If the advertisement appears in a different location or in a different issue, the Customer may neither refuse to pay the full price nor claim damages on that basis. However, the placement surcharge shall not apply.

6.3.5 Text advertisements and those that are not immediately recognizable as advertisements due to their design will be identified as advertising.

- 6.3.6 LexisNexis warrants the technically flawless reproduction of the advertisement. If the Customer is responsible for providing the print files, the Customer must ensure that they are provided in a timely, suitable, and undamaged manner. If defects in the print files provided by the Customer are not immediately apparent but only become visible during the printing process, the Customer has no claims for compensation and/or warranty.
- 6.3.7 No warranty is provided for errors that do not significantly impair the meaning of the advertisement. LexisNexis reserves the right to make word abbreviations that do not distort the meaning of the advertisement. In the event of errors that significantly impair the meaning of the advertisement, the Customer is entitled to a reduction in payment or a replacement advertisement (at LexisNexis' discretion), but only to the extent that the purpose of the advertisement has been impaired. Any further liability on the part of LexisNexis is excluded. In cases of doubt, the recommendations of the expert committee for printing complaints (*Gutachterausschuss für Druckreklamationen*) shall apply.
- 6.3.8 Defects in the advertisement must be reported by the Customer within 8 calendar days of the advertisement's publication; otherwise, the Customer forfeits any claims for replacement and/or warranty.
- 6.3.9 Proofs will be provided only upon express request and at the Customer's expense. If the Customer does not return the proof sent to them by the advertising deadline, approval for printing shall be deemed to have been granted. The obligation to retain print files ends 3 months after the publication of the last advertisement. LexisNexis assumes no liability for the retention of print files.
- 6.3.10 Typesetting, reproduction, and lithography costs are not included in the advertisement price and must be paid separately by the Customer.
- 6.3.11 The Customer will receive a complimentary copy of this magazine after the advertisement appears.

6.4 Terms of Payment

- 6.4.1 In addition to the applicable prices listed in the advertising rate card, the Customer must pay the legally required taxes (e.g. advertising tax (*Werbeabgabe*), VAT).
- 6.4.2 The invoice is due 14 calendar days after issuance.
- 6.4.3 LexisNexis is entitled, prior to the execution of the order and also during the term of the order, to make the publication of the advertisement or further advertisements contingent upon the advance payment of an amount and the settlement of outstanding invoice amounts.

6.5 Cancellation

- 6.5.1 The Customer may cancel orders only up until the advertising deadline. After that, the Customer must pay a cancellation fee of 15% of the ad price (excl. VAT), plus any typesetting, reproduction, and lithography costs already incurred. Inserts, supplements, stickers, and envelopes may be canceled up to 4 weeks before the advertising deadline. After that, a cancellation fee of 25% of the agreed price (excl. VAT) will be charged.
- 6.5.2 Costs arising from changes to the originally agreed design or ordered print materials must be paid separately by the Customer.

7. Section: Events

7.1 Scope

- 7.1.1 The provisions of this section also apply to the booking of and participation in Events offered by LexisNexis.
- 7.1.2 Unless expressly stated otherwise, all Events are held exclusively online. There is no entitlement to in-person participation or to the Event being held as an in-person Event.

7.2 Registration

- 7.2.1 Registration for Events, any cancellations, and the purchase of course materials are handled via LexisNexis' web shop (shop.lexisnexis.at) or through existing Online Services as described in section 2.
- 7.2.2 The contract for participation in an Event between the Customer and LexisNexis is concluded upon completion of the ordering process in the web shop and receipt of the order confirmation.

7.3 Participation Fee and Payment Terms

- 7.3.1 The participation fee listed for the respective Event is per person and includes participation in the Event as well as receipt of any materials provided by the speakers.
- 7.3.2 Unless expressly stated otherwise in the LexisNexis' web shop, additional working materials are not included in the participation fee and can be purchased separately via the web shop.
- 7.3.3 LexisNexis is entitled to exclude Customers from participating in the relevant Event or to block access to the relevant Event in the event of late payment, without this giving rise to any claims against LexisNexis on the part of the Customer. This applies only if the Customer has previously been requested at least once to make payment, with a reasonable grace period set.

7.4 Worksheets and materials provided by the speakers

- 7.4.1 The copyright, rights of use, and/or exploitation rights to the working materials or any documents provided by the speakers are vested in LexisNexis and/or the respective speaker. Reproduction (including in part), distribution, public disclosure, or any other use of these materials is prohibited without the prior written consent of LexisNexis and/or the respective speaker.
- 7.4.2 The working documents and/or documents provided by the speakers are intended exclusively for the Customer's own use. Disclosure to third parties, group- or company-wide use, or use for training or continuing education purposes for third parties is also prohibited.

7.5 Program Changes and Cancellation

- 7.5.1 LexisNexis reserves the right to make organizational changes to the program of the respective Event, particularly with regard to content, timing, and schedule. Registered Customers will be informed of significant changes in a timely and appropriate manner.
- 7.5.2 LexisNexis is entitled to cancel Events for important reasons (e.g. illness of speakers, technical malfunctions, force majeure). In this case, participation fees already paid will be refunded. Further claims are excluded unless LexisNexis is at fault.

7.6 Exclusion of Customers

- 7.6.1 LexisNexis reserves the right to exclude Customers from participating in Events without stating reasons (for Consumers: only for good cause), particularly in cases of suspected misuse of access data or other conduct that could jeopardize the proper conduct of the Event.

7.6.2 Exclusion for good cause does not entitle the Customer to a refund of the participation fee.

7.7 Communication

7.7.1 Communication regarding Events takes place exclusively electronically, in particular via email or through the web shop.

7.7.2 Customers must ensure that the contact information they provide is correct and that they can receive electronic messages.

7.8 Organizational Requirements

7.8.1 Participation in Events requires suitable technical equipment and a stable internet connection. Technical issues beyond LexisNexis's control expressly do not entitle participants to a refund, reduction of the participation fee, or compensation.

7.8.2 Participation is granted via personalized access credentials, which must not be shared with third parties or used more than once. In the event of violations, LexisNexis is entitled to block the Customer's access without any right to compensation.

7.8.3 LexisNexis is entitled to record Events; the Customer has no right to receive such recordings. The Customer is strictly prohibited from making their own video, audio, or screen recordings, and such recordings are therefore not permitted.

7.8.4 In the event of force majeure, technical malfunctions, or platform outages, LexisNexis is entitled, but not obligated, to postpone or reschedule the Event.

7.8.5 The Customer acknowledges that, during the Event, names, comments, or chat messages may be visible to other Customers and Users of LexisNexis.