

TERMS & CONDITIONS

Thomson Reuters Canada, a division of Thomson Reuters Canada Limited ("Thomson Reuters Canada")

Most recently amended November 16, 2016

Thomson Reuters Canada terms and conditions outline:

- Customer choices for order delivery and payments
- Conditions relating to automatic subscription renewal, returns and cancellations
- Other important information

These terms and conditions may vary in situations where special arrangements have been negotiated in writing (e.g. custom orders) by both parties, or Thomson Reuters Canada is acting as distributor for another publisher's product or service.

Delivery

1. DELIVERY OF CUSTOMER'S INITIAL ORDER

- Standard Delivery**
Our shipping team will select the carrier that provides the most efficient and economical delivery from our warehouse to the Customer's door. For online services, passwords are delivered via email.
- Customer Pickup – GTA only**
If the Customer prefers to pick up the order at the Thomson Reuters Canada Toronto Distribution Centre, the order should be placed through Customer Relations a day or two prior to the Customer's arrival. Customers can reach Thomson Reuters Canada at 416-609-3800 or 1-800-387-5164. For pickup orders, credit card payment is required.
- Rush Delivery – Subject to Product Availability**
For print and CD-ROM products rush delivery is available on request at additional cost. The Customer should call Customer Relations by 11:00 a.m. Eastern time to have the order shipped to arrive the next business day at any major city in Canada or the U.S.A.
- Shipping and Handling**
Shipping charges for print and CD-ROM products are displayed on invoices separately from the product price. The handling portion reflects costs associated with the picking and packing of the Customer's order. Thomson Reuters Canada works closely with major carriers to negotiate preferred rates and, as a national publisher, ensures that shipping and handling rates are consistent and equitable across the country regardless of final destination.
- Shipping Terms**
FOB shipping point

Payment & Claims

2. PAYING THE INVOICE

Full payment is due to Thomson Reuters Canada within 30 days of the invoice date, unless otherwise noted on the invoice or agreed to in writing. Web payment can be made via MyAccount.

3. CLAIMING NON-RECEIPT OF GOODS

Claims for missing material (e.g. releases, supplements, issues, parts) should be made within 30 days of the Customer receiving the next invoice or release. This includes receiving the subsequent material or Statement of Account showing an amount due for material not received. For online services, claims of non-receipt of user passwords should be received by Thomson Reuters Canada within 30 days of contract signing.

Subscriptions & Standing Order

4. SUBSCRIPTION OR STANDING ORDER (RENEWALS AND SUPPLEMENTS)

All provisions in this Section are subject to Section 5.

a. **Bound Books**

Unless otherwise instructed at the time of the order, we place purchasers of bound books on standing order to automatically receive replacement annual/biannual/biennial editions and supplemental material. Customers can decline automatic standing order at the time of ordering by requesting to be placed on advise status for notification only when new editions are published. This policy applies to purchases of 5 or less copies. When 6 or more copies are ordered the Customer is automatically placed on advise status.

b. **Annual and Periodical Subscriptions**

- I. Unless otherwise instructed at the time of the order, purchasers are automatically placed on subscription and automatically renewed and invoiced for subsequent subscription periods at then-current rates. A shipping and handling charge is included on renewal invoices for print and CD-ROM products to cover costs involved in the delivery of the updates/parts over the subscription period. For online services, the Term of this Agreement commences from the Access Start Date. The initial Term of this Agreement is documented in the Customer Contract. Subsequent to the initial Term (and any renewals thereafter), the Term shall automatically renew for a further year on each anniversary thereafter, at a price which is increased over that for the just ending term, unless the Customer gives written notice of termination to Thomson Reuters Canada which is received by Thomson Reuters Canada within 30 days of the date of any renewal invoice from Thomson Reuters Canada.
- II. For bill-as-published loose-leaf services (also referred to as supplemented services), customers can choose:
 - i. **the Subscription option**, which provides automatic shipment and billing of updates as published, or
 - ii. **the Release Collection option**, which provides non-subscribers with an up-to-date copy of the main-work contents at a cost equal to the current list price of the main work plus the prior calendar year's releases for that service.

Customers who select the Subscription option can also receive, where available, an online subscription to the eReference version of the supplemented service.

c. **Transferring a Subscription (Assignment)**

The Customer may not assign, sub-license or otherwise transfer or encumber Agreements, or any of Customer's rights or obligations under Agreements, to any person except with the prior written consent of Thomson Reuters Canada. Thomson Reuters Canada may assign or transfer Agreements and/or any rights or obligations to any Thomson Reuters Canada affiliate, and Thomson Reuters Canada or such affiliate-assignee may assign or transfer Agreements and/or any rights or obligations to any third-party successor to all or substantially all of the business or assets of Thomson Reuters Canada, in each case without the prior consent of Customer.

Returns & Cancellations

5. RETURNING A PRODUCT, CANCELLING A RENEWAL AND REQUESTING A CREDIT OR REFUND

- a. Print services with supplements billed as supplied
Initial purchase and separately invoiced supplements: Materials supplied, such as binders and base contents, must be returned in resalable condition within 30 days of the date of invoicing for a full credit. The same terms apply to separately invoiced supplements. The return of a supplement is considered a request to cancel future subscription shipments.
- b. Print and CD-ROM products billed annually on subscription and renewal
 - i. Initial purchase: If the Customer is not completely satisfied with the product or products ordered, the Customer may return any or all of the materials supplied, such as binders and base contents, in resalable condition within 30 days of the date of invoicing [called the "30-day Money Back Guarantee"] for full credit. All returns received by Thomson Reuters Canada 31 days or later from the date of invoicing will not be accepted – the Customer shall be responsible for the payment of all invoices until the annual subscription period has expired. Opening the shrink wrap on a CD-ROM constitutes the Customer's acceptance of and agreement to be bound by the terms and conditions of the Licence Agreement.
 - ii. Renewals: For annually-billed print subscription services, a renewal notice at then current rates will be sent to the subscriber approximately 60 days prior to the start of the next annual subscription period. Full credit will be granted if Thomson Reuters Canada receives notification of cancellation no later than 30 days following the actual date of renewal as indicated on the renewal notice. Cancellation requests received by Thomson Reuters Canada later than the 30 day cancellation period will not be accepted.
- c. Periodically-billed law reports and journal services
 - i. Initial purchase: If the Customer is not completely satisfied with the product or products ordered, the Customer may return any or all of the materials supplied, such as paper parts or hard bound books, in resalable condition within 30 days of the date of invoicing [called the "30-day Money Back Guarantee"] for full credit. All returns received by Thomson Reuters Canada 31 days or later from the date of invoicing will not be accepted – the Customer shall be responsible for the payment of the invoice for the current periodic subscription term.
 - ii. Renewals: With each new period subscription term, an invoice is enclosed with the first issue of the new series. Notice of cancellation, and the return of new material shipped, must be received no later than 30 days following the receipt of the first issue for the next periodic subscription term [called the "30-day Money Back Guarantee"]. All cancellation requests and/or returns received by Thomson Reuters Canada 31 days or later from the commencement of the new periodic subscription Term will not be accepted – the Customer shall be responsible for the payment of the invoice for the new periodic subscription Term.
- d. Online and other digital services billed on subscription and renewal

- i. Unless otherwise stated in your contract, if the Subscriber is not completely satisfied with the product or products ordered, the Subscriber may remove any or all of the products ordered within 30 days of the Access Start Date [called the "30-day Money Back Guarantee"] for a full refund or credit. All requests for cancellation must be in writing. In such case, the Access Start Date is the date on which the Subscriber is sent the passwords to access the product/service. All requests for product/service credit made 31 days or later from the Access Start Date will not be accepted – the Subscriber shall in any such case be responsible for the payment of all invoices until the contract period has expired.
- e. Bound books – new orders and standing order shipments Books must be returned in resalable condition within 30 days of the invoice date for full refund or credit. For Trade and Academic Bookstore Customers, standard editions of bound books can be returned for full credit within 12 months of the original invoice date, or, within 60 days of the publication of a new edition (whichever occurs first). All product returns are to be shipped, prepaid via traceable method to ensure proof of delivery, to the Thomson Reuters Canada Distribution Centre, 245 Bartley Drive, Toronto, Ontario M4A 2V8.

Other Conditions

6. OTHER IMPORTANT CONDITIONS

6.1. Limited Warranties and Limitation of Liability

- a. Thomson Reuters Canada disclaims any representations, warranties or conditions, express or implied, including those of performance or merchantability or fitness for a particular purpose with respect to the features and data. Thomson Reuters Canada provides the features, forms and data “as is”, and does not warrant that the functions or that the operation or content will be:
 - o uninterrupted
 - o free from libelous content which is an invasion of privacy
 - o identical to the original source from which the data or features were obtained
 - o accurate
 - o complete
 - o current
 - o free from any software virus or other harmful component
- b. Thomson Reuters Canada shall not be liable for any loss or injury arising out of or caused, in whole or in part, by its negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the data.
- c. Thomson Reuters Canada shall not be liable for any indirect, consequential, punitive or special damages of the Customer or of any third party claimed against the Customer, including, without limitation, damages for loss of profits or revenue or failure to realize expected savings, however derived.
- d. Notwithstanding anything to the contrary in this agreement or any statute or rule of law to the contrary, subject to section C above, the cumulative liability of Thomson Reuters Canada for all claims arising out of or in connection with this agreement and any schedules attached hereto, whether directly or indirectly, including, without limitation, from or in connection with the licence, use or improper functioning of the features and/or data shall not exceed all fees paid to Thomson Reuters Canada by the Customer for access to any of its online services pursuant to the associated agreement. The expression “Thomson Reuters Canada” in this section shall be deemed to include any licensors or third-party suppliers to Thomson Reuters Canada of data, and all gateway providers of data through Thomson Reuters Canada to the Customer.

6.2. Publishing disclaimer

Products and services are designed to provide accurate and authoritative information but with the understanding that Thomson Reuters Canada is not engaged in rendering legal, accounting or other professional advice. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

6.3. Copyright

Copyright © Thomson Reuters Canada, a division of Thomson Reuters Canada Limited or its licensors in all products and services provided by Thomson Reuters Canada. Reproduction in whole or in part of any Thomson Reuters Canada product or service, regardless of publishing format, is strictly prohibited. Reproduction, storage in a retrieval system, or transmission in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, except as specified in the product Licence Agreement, constitutes copyright infringement without the prior written permission of the Publisher. Copyright is vigorously protected. Thomson Reuters Canada is committed to continuing its partnership with the professional community in promoting access to Thomson Reuters Canada products.

6.4. Confidentiality

All pricing information related to this agreement is confidential pricing information of Thomson Reuters Canada. Customer agrees that disclosure of any pricing information related to this agreement would cause immediate harm to Thomson Reuters Canada. Thus Customer agrees to keep all such pricing information confidential, and Customer will take all reasonable precautions against any disclosure of such pricing information to any third person.

6.5. Online

Access to online services is provided subject to a Licence Agreement which is available for viewing on the related product website. "Customer" in these terms & conditions is "Subscriber" or "User" in the Licence Agreement.

6.6. Amendment

With effect after the expiry of the notice to the Customer (which shall be deemed to have been given by Thomson Reuters Canada upon posting online on www.carswell.com or any other general or product specific website of Thomson Reuters Canada), Thomson Reuters Canada may amend these Terms and Conditions, other than with respect to price, during any Term of the contract, by giving at least 30 days prior notice of the amended Terms and Conditions to the Customers in writing or online, subject to the Customer's termination rights below. Customer may terminate this Agreement immediately upon giving written notice to Thomson Reuters Canada within 30 days of being deemed to have received notice from Thomson Reuters Canada of amended Terms and Conditions. Any other amendment must be in writing and signed by both Thomson Reuters Canada and the Customer.