# **BILLING, SUBSCRIPTION & CANCELLATION POLICIES**

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

Takes effect March 1, 2024

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

# **New Orders**

- a. Standard delivery is included in the product price. For online services, passwords are delivered via email.
- b. For print and CD-ROM products that are available for immediate shipment, rush delivery is available on request at additional cost.
- c. Shipping terms are FOB shipping point.

## PAYMENT & CLAIMS

## 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. Online payment can be made via MyAccount.

## **Claiming Non-receipt of Goods**

Claims for missing subscription updates should be made within 45 days of receiving the next invoice or subscription update. For online services, claims of non-receipt of user passwords should be received by Thomson Reuters Canada within 45 days of contract signing.

# PURCHASE OPTIONS & CANCELLATION POLICIES

# **One Time Purchase Books & eBooks**

Customers may return books that do not include access to ProView® ebook for a full refund or credit if the return is received by Thomson Reuters in resalable condition within 45 days of the original ship date. If a book return is received beyond the 45 days Thomson Reuters will not issue a refund. Please be aware that any products received after the 45 days will not be sent back to the purchaser by Thomson Reuters. Your original ship date can be found online at

*http://myaccount.thomsonreuters.com/Canada*. Custom books are not eligible for return or credit. Thomson Reuters ProView® eBook purchases are considered a final sale. Print purchases bundled with eBook are also considered a final sale.

# Subscription Books & eBooks

A subscription option is available for books updated with supplemental material and/or replaced by new editions. Customers may request to be placed on subscription at the time of ordering. New and subscription books that do not include access to ProView® ebook may be returned for a full refund or credit if the return is received by Thomson Reuters in resalable condition within 45 days of the original ship date. If a book return is received beyond the 45 days Thomson Reuters will not issue a refund. Please be aware that any products received after the 45 days will not be sent back to the purchaser by Thomson Reuters. The original ship date can be found online at *http://myaccount.thomsonreuters.com/Canada*. Custom books are not eligible for return or credit. Thomson Reuters ProView® eBook purchases are considered a final sale. Print purchases bundled with eBook are also considered a final sale. Customers may request that future updates be cancelled. When a ProView® eBook is part of the cancellation request the customer will continue to have access to the versions they purchased.

# Subscription Loose-leaf, Periodicals and CD-ROMs

Annually Billed Loose-leaf / Periodically Billed Law Reports and Journals:

Purchasers are placed on subscription and automatically renewed and invoiced for subsequent subscription periods at then-current rates. New and subscription items may be returned for a full refund or credit if the return is received by Thomson Reuters in resalable condition within 45 days of the original ship date. If a return is received beyond the 45 days, Thomson Reuters will not issue a refund. Please be aware that any products received after the 45 days will not be sent back to the purchaser by Thomson Reuters. The original ship date can be found online at <u>http://myaccount.thomsonreuters.com/Canada</u>. Full credit will be granted if Thomson

Reuters Canada receives notification of cancellation no later than 30 days following the date of the next subscription renewal invoice.

Smart Saver - Automatic Print Updates:

Purchasers are placed on subscription which provides automatic shipment and invoicing of supplements as published (print and/or eLooseleaf version). Customers who prefer to opt out of the subscription option may request information on the Release Collection option which provides 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. New and subscription items that do not include access to ProView® eLooseleaf may be returned for a full refund or credit if the return is received by Thomson Reuters in resalable condition within 45 days of the original ship date. If a return is received beyond the 45 days Thomson Reuters will not issue a refund. Please be aware that any products received after the 45 days will not be sent back to the purchaser by Thomson Reuters. The original ship date can be found online at *http://myaccount.thomsonreuters.com/Canada*.

The return of a subscription update is not considered a request to cancel future shipments unless the customer specifically requests cancellation of the subscription. Thomson Reuters ProView® eLooseleaf Smart Saver - Automatic Print Updates purchases are considered a final sale. Print purchases bundled with eLooseleaf are also considered a final sale. Customers may request that future updates be cancelled. When a ProView® eLooseleaf is part of the cancellation request the customer will no longer have access to the eLooseleaf version.

### **CD-ROM Products:**

Opening the shrink wrap on a CD-ROM product constitutes the Customer's acceptance of and agreement to be bound by the terms and conditions of the Licence Agreement.

### **Library Maintenance Agreements**

Print products included in a Library Maintenance Agreement can be cancelled during the contract period however the monthly fee will not be reduced. As outlined in the contract, during the swapping period customers can replace existing titles with other books.

### **Online Services**

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. The Term of the agreement for Online Services commences from the Access Start Date. In such case, the Access Start Date is the date on which the Subscriber is sent the passwords and/or URLs. The initial Term is documented in the Customer Contract. The Subscriber shall be responsible for the payment of all invoices until the contract period has expired. 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. Customers can provide written notice of termination to Thomson Reuters Canada within 30 days of the date of any renewal invoice.

# **ProView**®

Thomson Reuters ProView® eBook and eLooseleaf purchases are considered a final sale. Print purchases bundled with eBook and eLooseleaf are also considered a final sale.

# ACADEMIC BOOKSTORE PURCHASES

Books that do not include student token access to ProView® ebook can be returned in resalable condition for a full refund or credit if the return is received by Thomson Reuters the earlier of 6 months of the original ship date or 3 months of a new edition being published. Thomson Reuters will not issue a refund for books returned outside this time frame. Please be aware that any products received after the return period will not be sent back to the purchaser by Thomson Reuters. All product returns are to be shipped, prepaid via traceable method to ensure proof of delivery, and with a copy of the original invoice enclosed to: Thomson Reuters Bookstore Returns

c/o Citilogistics 970 Verbena Road, Mississauga Ontario L5T1T6

Thomson Reuters ProView® eBook purchases are considered a final sale. Print purchases bundled with eBook are also considered a final sale. Purchases from all other Academic customers such as school libraries are subject to Thomson Reuters standard terms and conditions.

# TRADE BOOKSTORES PURCHASES

Books purchased by trade bookstore may be returned in resalable condition for a full refund or credit if the return is received by Thomson Reuters the earlier of 6 months of the original ship date or 3 months of a new edition being published. Thomson Reuters will not issue a refund for books returned outside this time frame. All product returns are to be shipped, prepaid via traceable method to ensure proof of delivery, and with a copy of the original invoice enclosed to:

Thomson Reuters Bookstore Returns c/o Citilogistics 970 Verbena Road, Mississauga Ontario L5T1T6

## OTHER IMPORTANT CONDITIONS

### Limited Warranties and Limitation of Liability

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 uninterrupted, free from libelous content which is an invasion of privacy, identical to the original source from which the data or features were obtained, accurate, complete, current or free from any software virus or other harmful component,

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.

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.

Notwithstanding anything to the contrary in this agreement or any statute or rule of law to the contrary, subject to the above paragraph, 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 thirdparty suppliers to Thomson Reuters Canada of data, and all gateway providers of data through Thomson Reuters Canada to the Customer.

### **Publishing Disclaimer**

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.

### **Pricing Disclaimer**

Thomson Reuters Canada reserves the right to verify pricing for errors or omissions prior to fulfilling an order and may cancel any orders with inaccurate pricing information.

### Legal Sanctions or Related Restrictions

Thomson Reuters Canada reserves the right to terminate a contract in the case of a post-sale discovery of a legal sanctions or related restrictions.

## 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.

## Amendments

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.

### Discounts

Customers forfeit applicable discounts when a product that is part of a promotional sale and/or bundle purchase is returned.

### Transferring a Subscription (Assignment) / Returns from Non-Purchasers

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. No returns will be accepted for credit from any customer who has not purchased directly from Thomson Reuters.