

Terms and Conditions

Agreement between User and www.lexlibrisgroup.com

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At Lex Libris Group, we are a new kind of legal information professional for a changing world. We are consistent, patient and professional, giving each client the assistance and attention it deserves. An integral part of our services is to be quickly accessible to our clients so that they can make the right decisions with respect to their legal research and reference needs. Lex Libris Group provides virtual subscription legal reference and research services as well as single, for purchase virtual legal information services. These services include but are not limited to: document delivery, keeping current on are specific law, updating case law, legislative histories, etc.

Electronic Communications

Visiting www.lexlibrisgroup.com or sending emails to Lex Libris Group constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Lex Libris Group is not responsible for third party access to your account that results from theft or misappropriation of your account. Lex Libris Group and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Lex Libris Group does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.lexlibrisgroup.com only with permission of a parent or guardian.

Cancellation/Refund Policy

If the client has signed up for a subscription service and paid in full for the quarter or the year, the client must notify Lex Libris Group of any cancellation via e-mail (research@lexlibrisgroup.com), stating any user names that were set up for the client account, the subscription level, and the reason

for cancellation 45 days in advance. Before the 45 days have lapsed Lex Libris Group will provide the client with a prorated refund. The client will not be refunded for time that has already passed. The refund will be calculated at the end of the 45 day termination window. No refund will be given for month-to-month subscribers unless otherwise agreed by Lex Libris Group Management.

In the event that the client has requested a service requiring a legal citation, and has accidentally provided us the wrong citation or we erroneously send the client the wrong request, we will first try to correct the mistake made. If the mistake cannot be corrected, the client will receive a full refund.

Alternatively, if the client requests a service that we are not able to procure within 72 hours of the request, The client will receive a full refund. The 72-hour procurement rule does NOT include: Prior agreements between the client and Lex Libris Group, legal research by the hour service, or a rush service purchase.

With that in mind, please be sure to double check all citations submitted and provide as much information as possible as we work very hard to provide you quick, efficient, and accurate service!

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Indemnification

You agree to indemnify, defend and hold harmless Lex Libris Group, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Lex Libris Group reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Lex Libris Group in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be

determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Lex Libris Group agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Termination/Access Restriction

Lex Libris Group reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Louisiana and you hereby consent to the exclusive jurisdiction and venue of courts in Louisiana in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Lex Libris Group as a result of this agreement or use of the Site. Lex Libris Group's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Lex Libris Group's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Lex Libris Group with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Lex Libris Group with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Lex Libris Group with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Lex Libris Group reserves the right, in its sole discretion, to change the Terms under which www.lexlibrisgroup.com is offered. The most current version of the Terms will supersede all previous versions. Lex Libris Group encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Lex Libris Group welcomes your questions or comments regarding the Terms:

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Effective as of July 25, 2018