

CCH Alert Service

Terms of Use

These terms of use (**Terms**) apply to use of any of CCH's alert services, including without limitation CCH Political Alert, CCH Parliament and the CCH Daily Email Alert service (**CCH Alert Service**).

These terms of use set out the respective obligations of CCH Australia Limited (ABN 95 096 903365) (**CCH**) and you (**you** or **Customer**) and form a legally binding agreement between us. Please read them carefully.

These Terms, as amended from time to time, are binding on any use of any CCH Alert Service.

It is likely that the CCH Alert Service will evolve over time. These Terms are not intended to answer every question or address every issue raised by the use of the CCH Alert Service. CCH reserves the right to change these Terms at any time, effective upon the date of publication of the modified terms. CCH will make reasonable efforts to communicate these changes to you via email or notification on our website. It is your obligation to ensure that you have read, understood and agree to the most recent terms available.

1. Only users covered by a subscription to the CCH Alert Service (**Authorised User**) may use the CCH Alert Service. Each Authorised User must be an employee of the Customer and must comply with these Terms. An Authorised User does not acquire individual rights in the CCH Alert Service other than the right to access and use the CCH Alert Service on the Customer's behalf and subject always to the Customer's rights and obligations under these Terms. Each Authorised User account may be accessed and used by one individual employee of the Customer only.
2. CCH will send email alerts (**Alerts**) to the email address or addresses provided to CCH by the Customer in relation to the topics and the number of Authorised Users covered by the Customer's subscription.
3. The Customer must pay fees to CCH. Such fees are calculated based on the number of topics and the number of Authorised Users.
4. The Customer must ensure that the number of users does not exceed the number of Authorised Users covered by the Customer's subscription. The Customer must not and must ensure Authorised Users do not forward or share Alerts with any other person or third party, including an employee of the Customer who is not an Authorised User. Should the Customer or any Authorised User forward or share any Alerts with any other person or third party, including an employee of the Customer who is not an Authorised User, the Customer must pay additional fees to CCH for such additional users, however payment of additional fees for additional users does not deem such additional users as Authorised Users.
5. The Customer is solely responsible for the use, supervision, management and control of access to the CCH Alert Service.
6. CCH and any licensors retain all intellectual property and other proprietary rights in and to the CCH Alert Service and any Alerts.
7. The Customer will neither inquire nor rely upon CCH for any tax, accounting, legal or other professional or expert advice of any kind. CCH does not provide legal, accounting or other professional or expert services.
8. CCH does not guarantee that the operation of the CCH Alert Service will be uninterrupted or error free. CCH is not in any way responsible for any interference with the Customer's use of or access to the CCH Alert Service arising from or attributable to the Internet and Customer waives any and all claims against CCH in connection therewith. If errors occur, CCH's liability is limited to resupplying the information.
9. The Customer will not access or use the CCH Alert Service to create a product, service or database that competes with CCH or the CCH Alert Service.
10. CCH does not guarantee the accuracy or completeness of the contents of any Alert and will not be liable for any loss or damage resulting from use of the information contained in any Alert. To the extent permitted by law, CCH excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms and gives no warranty about the CCH Alert Service. Without limiting the foregoing, CCH does not warrant that the CCH

Alert Service will meet the Customer's requirements or that it will be suitable for the Customer's purposes. To avoid doubt, all implied conditions or warranties are excluded to the extent permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

11. To the extent permitted by law, CCH excludes all liability and responsibility to the Customer (or any other person) in contract (including under an indemnity), tort (including negligence) or otherwise, for any loss (including Consequential Loss) or damage resulting, directly or indirectly, from the use of, or reliance on, the CCH Alert Service.
12. CCH's total aggregate liability to the Customer for all claims relating to these Terms, whether arising in contract (including under an indemnity), tort (including negligence) or otherwise, will be limited to an amount equal to the fees paid by the Customer in the previous 12 months.
13. Each party will maintain the confidentiality of all confidential information of the other party obtained in connection with these Terms. Neither party will, without the prior written consent of the other party, disclose or make any confidential information of the other party available to any person, or use the confidential information of the other party for its own benefit, other than as contemplated by these Terms. A party may disclose confidential information of the other party:
 - (a) with the prior written consent of the disclosing party;
 - (b) to its employees, officers, legal and professional advisers, but only to the extent that they need to know such information for the purposes of these Terms and they are bound by obligations of confidentiality at least as onerous as the obligations of confidentiality contained in these Terms; or
 - (c) if the disclosure is required or permitted by law, court order, tribunal order or the rules of any stock exchange to which the party is subject.
14. Any personal information supplied to CCH in the course of its provision of a CCH Alert Service will be treated in accordance with CCH's Privacy Policy.
15. The laws of the State of New South Wales govern these Terms.