

# **L & H Terms and Conditions**

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This agreement between you and L & H set out in these terms and conditions shall become effective on acceptance by L & H. This agreement shall be for any initial term we agree with you in writing and shall then continue on an annual rolling basis on condition that you comply with all the terms and conditions and continue to pay L & H any applicable fee. Access to the Service shall terminate (a) immediately if these terms and conditions are materially breached by you and such breach is not remedied within 30 days of your receiving a written request to remedy such breach; or (b) following not less than 30 days' prior written notice by L & H to you. This agreement will also terminate if you rejects a change to these terms and conditions notified to you by L & H. In the absence of any rejection within 30 days of notification, any new terms and conditions will apply.

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On termination of this agreement, where L & H has expressly agreed with you in writing to provide continued access to journals post termination as part of your access to the Service, you will be entitled to have continued access to the issues of those journals which were published in the calendar year in which your access to them commenced and, where our agreement remains in force for subsequent full calendar years, continued access to issues of those journals which were published in those full calendar years (the "Available Content"). All other access shall terminate. The Available Content will be made accessible by L & H giving you a disk containing that content. If you wish to continue to access the Available Content via a web site then you shall pay L & H an annual maintenance fee. The content will be made available via a web site for so long as that annual maintenance fee is paid and for so long as L & H provides electronic access to that content via a web site. If access via a web site is no longer available, L & H will make the Available Content available to you on disk. If, at any time, L & H ceases to publish or distribute any of the Available Content then it will use its reasonable endeavors to negotiate the right for you to continue to access it in accordance with these terms and conditions.

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## **Fees**

Any fees payable by you for the Service shall be those agreed in writing and shall be payable by you within 30 days of the date of any invoice. Where fees are being paid by your authorized subscription agent, you shall remain primarily responsible for payment of such fees.

Where this agreement continues for more than one calendar year, L & H will notify you, in writing and in advance, with details of any fees payable for subsequent years. You acknowledge that, even where fees for any initial term are fixed, unless the fees for subsequent years have been agreed with L & H in writing, they shall be subject to price increases and alterations. Where the Service is L & H Scientific extra, should L & H acquire or launch a new publication, such publication shall be added to the journals and you shall pay the appropriate additional fee to reflect this.

All sums payable by you are exclusive of sales taxes (where applicable), which shall be paid by you on presentation of an appropriate tax invoice or other appropriate claims document.

## **Withdrawal of the Journals**

L & H reserves the right at any time to withdraw any of the journal(s) (or part) from the Service if it no longer retains the right to publish or ceases, for whatever reason, to publish or to distribute such journal(s) or if, in its sole discretion, it believes that such journal(s) contains any material which infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

If any journal(s) is withdrawn, L & H will reduce any fee for that calendar year by a sum equivalent to the contribution of the withdrawn content to the total fee, pro-rated. L & H shall be entitled to off-set any reduction owing to you against any amounts you owe to L & H under any agreement between the parties.

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L & H reserves the right to suspend access to the Service on detecting a breach of these terms and conditions but will not do so without notifying you in advance.

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REGARDLESS OF THE CAUSE OR FORM OF ACTION, YOU MAY BRING NO ACTION ARISING FROM THESE TERMS AND CONDITIONS MORE THAN SIX CALENDAR MONTHS AFTER THE CAUSE OF ACTION AROSE.

YOU ASSUME THE SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICE THROUGH YOUR USER DETAILS AND INDEMNIFY AND AGREE TO HOLD L & H INDEMNIFIED FROM ANY LIABILITY OR CLAIM OF ANY PERSON ARISING FROM SUCH USE.

L & H USES ITS REASONABLE ENDEAVOURS TO INCLUDE ALL RESEARCH MATERIAL FORMING PART OF THE SERVICE BUT DUE TO THE AGE, RARITY AND UNAVAILABILITY OF CERTAIN MATERIAL, L & H ACCEPTS NO RESPONSIBILITY FOR THE COMPLETENESS OF THE JOURNALS AND MAKES NO REPRESENTATION OR WARRANTY IN THIS REGARD.

L & H CONDUCTS REASONABLE QUALITY CHECKING AS PART OF THE PRODUCTION PROCESS OF THE SERVICE. THIS CHECKING ENCOMPASSES ACCURACY AND COMPLETENESS. NO CHECKING ABOVE AND BEYOND THE CHECKING WHICH FORMS PART OF THE PRODUCTION PROCESS HAS BEEN CARRIED OUT. CONSEQUENTLY L & H ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE JOURNALS AND MAKES NO WARRANTY OR REPRESENTATION IN THIS REGARD.

### **General**

This Agreement and access to the Service may not be assigned or transferred by you to any other institution, organization or person.

Failure to enforce any provision on any one occasion shall not affect L & H's right to enforce another provision or the same provision on another occasion.

This agreement, and any other agreement entered into separately between L & H and you for the Service, which is in force on the date that this agreement comes into force, constitutes the entire agreement between us relating to the Service and supersedes any prior communication between you with respect to the Service. This is not intended to exclude any liability that either of us may have for fraud. Where there is any conflict between this agreement and any other existing agreement between us relating to the Service then the latter shall prevail.

Any amendments to these terms and conditions must be in writing and signed by both parties or by an electronic communication initiated by L & H which you do not reject within 30 days.

You confirm that L & H shall be entitled to contact you for the purposes of keeping you updated with information about the Service and for promoting other goods and services of L & H from time to time.

This agreement will be governed by and construed in accordance with the laws of USA and we both submit irrevocably to the jurisdiction of the USA Courts. You shall not be bound by this paragraph to the extent that compliance would violate any existing law, regulation, by-laws or articles of incorporation or other governing instrument.