

Westlaw Canada Terms and Conditions

1. This Agreement supersedes any previous agreement between the parties regarding the related product(s)/service(s).
2. This Agreement is subject to approval by Carswell and will be governed by the laws of the Province of Ontario and laws of Canada applicable therein.
3. The Westlaw Canada Subscriber Licence, and the Carswell Terms and Conditions, are hereby incorporated by reference and made part of this Agreement. The Subscriber by his or her signature below acknowledges his or her understanding and acceptance of the terms and conditions of the Westlaw Canada Subscriber Licence and the Carswell Terms and Conditions. Carswell reserves the right to modify the Westlaw Canada Subscriber Licence, and the Carswell Terms and Conditions, from time to time. The current Westlaw Canada Subscriber Licence can be found on <http://canada.westlaw.com/signon> and the current Carswell Terms and Conditions can be found on www.carswell.com/customersupport/terms/.
4. Notices to Carswell must be made in writing to Carswell at One Corporate Plaza, Attn: Customer Relations, 2075 Kennedy Road, Toronto, Ontario M1T 3V4 or by email at www.carswell.com/email. Notices to Subscriber may be given by Carswell either under clause 2.2 and/or 11 of the Westlaw Canada Subscriber Licence, or, at Carswell's option, to the most recent address/contact-information in Carswell's records for Subscriber. Notice shall be deemed delivered upon posting by Carswell under clause 2.2 and/or 11 of the Westlaw Canada Subscriber Licence or three business days after posting in the Canadian postal system, or one business day after posting by email.

Cancellation Policy

- 5a. For all products/services other than Case Notebook/Case Timeline service, 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.
- 5b. For only the Case Notebook/Case Timeline service, no requests for cancelled product/service credit from the Access Start Date will be allowed or accepted. The Subscriber shall be responsible for the payment of all invoices until the contract period has expired. In such case, the Access Start Date is the date on which the Subscriber is sent the licence codes and passwords to access the service.
6. 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 of the end of the initial Term, unless the Customer gives written notice of termination to Carswell which is received by Carswell within 30 days of the date of any renewal invoice from Carswell.
7. All invoices are due and payable within 30 days of the invoice date. A late payment fee of 1.5% per month is charged on invoices beyond terms. The Subscriber is responsible for payment of content accessed outside of the subscription.