



**Order for:** UNIVERSITY OF CALIFORNIA SAN DIEGO

**Account #:** 4001022983  
**SFDC Account #:** 0000221374  
**Quote ID:** Q-473865

**Shipping Address**  
UNIVERSITY OF CALIFORNIA SAN DIEGO  
9500 GILMAN DR  
LA JOLLA, CA 92093-0008

**Billing Address**  
UNIVERSITY OF CALIFORNIA SAN DIEGO  
9500 GILMAN DR  
LA JOLLA, CA 92093-0008

**Subscription Dates:** Start: 10/01/2024 End: 09/30/2025

**Accepted and Agreed:**

You or Your refers to the Customer identified in this Order Form. The products subscribed to under this Order Form ("Products") may be delivered via a CCH online research platform ("Electronic Platform") and their use is also subject to the terms and conditions set forth within the Electronic Platform and which terms are incorporated in this Agreement by reference and can be found at [http://researchhelp.cch.com/License\\_Agreement.htm](http://researchhelp.cch.com/License_Agreement.htm) (the "Master Agreement"). Together this Order Form and the Master Agreement are the "Agreement". Your subscription to the Products shall begin on the latter of (i) your delivery of this Agreement signed as provided below on your behalf and accepted by an authorized representative of CCH and (ii) the first day of the Subscription Period set forth above. There is no trial period beyond the start date for the Subscriptions under this Agreement.

Customer hereby acknowledges and agrees that Customer has read and agrees to be bound by all of the terms and conditions of this Agreement, (including the payment information), as set forth above and on any continuation sheet, any attached product details sheet(s), and any MYA, ASA or autorenewal program if applicable. This Agreement is subject to acceptance by an authorized representative of CCH. Any additions, deletions or other modifications to this Agreement, including without limitation, to the number or type of Products under this Agreement and/or the number of users set forth herein, must be negotiated with an authorized CCH representative, and may require a new Agreement. The parties agree that electronic or facsimile signatures are intended to have the same force and effect as manual signatures.

CCH Incorporated

Signature:

Name:

Title:

Date:

[Redacted Signature]  
[Redacted Name]  
*Retention Manager*  
*1/19/25*

UNIVERSITY OF CALIFORNIA SAN DIEGO

Signature:

Name:

Title: Associate University Librarian SRS

Date: 1/16/2025



By enrolling in our Automatic Subscription Renewal Program, You acknowledge and understand that the Product(s) You have ordered are enrolled in our Automatic Subscription Renewal Program. Until cancelled by You, the Subscription will automatically renew at the end of the Subscription Period without any further action on Your part (the "Automatic Subscription Renewal Program").

Should You decide for any reason that You no longer wish to be enrolled in our Automatic Subscription Renewal Program, You may cancel Your participation at any time and Your cancellation will be effective at the end of Your then-current Subscription Period. You may cancel by calling Customer Service at 800-344-3734, by visiting My Account <https://support.cch.com/myaccount>, or by emailing [CCHCustomerService@wolterskluwer.com](mailto:CCHCustomerService@wolterskluwer.com). If you do not pay the renewal invoice by the date specified, Your renewal Subscription may be suspended and/or cancelled.

You will be invoiced for each renewal Subscription Period at the then current subscription price (which may increase every year). The invoice shall include sales tax as well as shipping and handling charges (if applicable).

Enrollment in our Automatic Subscription Renewal Program does not affect our cancellation policy. You can find the full set of terms and conditions for the Automatic Renewal Subscription Program at: <https://www.wolterskluwer.com/en/solutions/tax-accounting-us/taa-standing-order-automatic-renewal>

I acknowledge that the product(s)- listed in this Order Form are enrolled in Our Automatic Subscription Renewal Program.

Initial Here:



Wolters Kluwer

Order Detail

Qty	Material ID:	Product Name:	List Price:	Disc.	Period 1:	Total Price:
1	10034086	ACCOUNT RESEARCH MANAGER - ACCOUNTING ONLY INTERNET (3r)	[REDACTED]		[REDACTED]	[REDACTED]
				Totals:		

[REDACTED]





## Terms of Use for CCH Online Content Services

(Online terms of use, effective through May 23, 2024 are available [here](#).)

(Additional Tax & Accounting North America, Research and Learning Terms and Conditions found [here](#).)

(Additional Wolters Kluwer Legal & Regulatory U.S. Terms and Conditions found [here](#).)

NOTICE: ACCESS OR USE OF THE CCH ONLINE CONTENT SERVICES IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE CCH ONLINE CONTENT SERVICES.

Effective: May 23, 2024

### 1. INTRODUCTION

The following terms of use govern access and use of the CCH online content services and the applications, tools, online services, Data (as defined below) and materials provided therein (collectively, "**Online Services**"). You are only permitted access to the Online Services if you are, and only for so long as you are, an authorized user pursuant to an agreement or order between CCH Incorporated or one of its affiliates or businesses (collectively, "**CCH**") and a customer entity, organization or individual (a "**Customer**") (such agreement or order referred to as a "**Customer Agreement**"), and you shall be permitted access only to those Online Services expressly made available to you pursuant to the applicable Customer Agreement(s). If you are not an authorized user, you must immediately cease all use of the Online Services. These terms of use, together with the applicable Customer Agreement, constitute a legal agreement between you and CCH concerning your use of the Online Services and are referred to in these terms as this "**Agreement**".

By accessing, browsing and/or otherwise using the Online Services you acknowledge that you have read, understood and agreed to be bound by this Agreement, and you agree, in connection with your use of the Online Services (including the features and functions made available to you), to comply with all applicable laws and regulations. For purposes hereof, "you" or "your" shall include yourself, the applicable Customer and any entity on behalf of which you use the Online Services. If you do not agree to all of these terms of use, you may not access, browse and/or use the Online Services. The material provided on the Online Services is protected by law, including, but not limited to, United States copyright law and international treaties.

This Agreement applies to your access to and use of the Online Services and does not alter in any way the terms and conditions of any other agreement you may have with CCH for other products, software, services or otherwise, unless otherwise agreed to in writing by CCH. You acknowledge and agree that the applicable Customer Agreement may also contain additional terms and restrictions and that you are subject to, and will comply with, such terms and restrictions. In the event that the terms of this Agreement conflict with an applicable Customer Agreement, the terms of such Customer Agreement will govern and take precedence. Any breach of this Agreement by you shall constitute a breach of the applicable Customer Agreement(s).

### 2. AUTHORIZED USE AND RESTRICTIONS

**2.1 Authorized Use.** The Online Services are licensed to you and your use is restricted as set forth herein. The Online Services and the materials therein may only be used for your internal management, research, reference and informational purposes or for providing professional services to your clients (collectively, the "**Authorized Use**"). The Authorized Use excludes, except to the extent expressly provided for in this Agreement (including in "Permissions" below) or expressly permitted through the documented functionality



of the Online Services, the following: (i) redistribution, retransmission, publication, transfer or commercial or other exploitation of the materials from the Online Services, in whole or in part, including as part of a services bureau, time-sharing or other similar arrangement; (ii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; and (iii) uploading, downloading, copying or redistributing the Online Services materials in their entirety or lengthy sequence, including, but not limited to, creating an archive of Online Services materials.

**2.2 Copyright.** All Online Service materials, including, without limitation, text, pictures, graphics, Data and other files and the selection and arrangement thereof are copyrighted materials of CCH or its licensors, all rights reserved. CCH makes no claim to any underlying original U.S. government works. Except for the Authorized Use or as expressly permitted as described in "Permissions" below, you may not copy, modify or distribute any of the Online Service materials. You may not "mirror" any material contained on the Online Services on any other server. Any unauthorized use of any material contained on the Online Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

**2.3 Permissions.** You may (i) make printouts of and distribute materials from the Online Services to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), (ii) download, store and distribute (including by emailing through the functionality of the Online Services) insubstantial amounts of select materials from the Online Services (in machine-readable form), so long as such downloading, storing and distributing is consistent with the Authorized Use, and (iii) quote and excerpt insubstantial amounts of materials from the Online Services in memoranda, briefs and similar work created by you in the ordinary course of your research and work consistent with the Authorized Use. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use the materials from the Online Services in any manner not expressly permitted by this Agreement, you may request written permission from CCH by giving to CCH a written description of the intended use and such other information as CCH may request. Only an authorized representative of CCH may grant such permission. The granting of such a request may entail payment of an additional fees.

**2.4 Trademarks.** The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the "Trademarks") used and displayed on the Online Services are registered and unregistered trademarks, service marks and/or trade dress of CCH or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Services is granted to you.

**2.5 Hyperlinks.** You are granted a limited, nonexclusive right to create a "hypertext" link to this Online Service provided that such link does not portray CCH or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. ~~This limited right may be revoked at any time for any reason whatsoever.~~

**2.6 Framing and Linking.** You may not, without the prior written consent of CCH, use framing techniques to enclose any Online Service or any CCH Trademark, logo or trade name or other proprietary information including the images found on the Online Services, the content of any text or the layout/design of any page or any form contained on a page. Links to third-party websites on the Online Services are provided solely as a convenience to you. If you use these links, you will leave the Online Services. CCH has not reviewed all of these third-party websites and does not control and is not responsible for any of these third-party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. CCH does not endorse or make any representations about third-party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Online Services, you do so entirely at your own risk. You acknowledge and agree that CCH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third-party websites.

**2.7 Limited Access.** Any access to, or attempt to access, for any reason areas of any computer system or other information thereon (except for the limited portions of the Online Services that you have expressly been provided access to pursuant to a Customer Agreement) is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine,"



or copy the Web pages on any Online Service or the content contained herein in whole or in part. You will not spam or send unsolicited e-mail to any other user of the Online Services for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of any Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on any infrastructure supporting this Online Service.

**2.8 Data Related to the Online Services.** The functionality of the Online Services is not intended to be used by you or Customer to store, capture, or transmit Customer client confidential or personally identifiable information and should not be used in that manner. In the course of using the Online Services, you may enter or provide us with search terms, text, and other information and data concerning your usage of the Online Services (collectively, "**Data**"). To the extent that such Data is obtained or stored by CCH in a form that enables CCH to identify it as attributable to you, CCH will: (x) keep the Data confidential using the same standard of care as its uses to protect its own confidential information but in no event less than reasonable care; and (y) limit access to the Data to its resources who have a need to know such information in connection with fulfilling their responsibilities to CCH and CCH will be responsible for any non-compliance committed by such resources. Notwithstanding the foregoing and without limiting the "Processing Purposes" described in the Data Protection Annex (defined below), CCH may use the Data to (i) perform under and manage and make decisions about this Agreement and any matters (such as making the Online Services available to Customer's users, customer support, invoicing and fee arrangements) arising in connection with this Agreement; (ii) communicate with you and your users that work for you in relation to matters arising under or in connection with this Agreement and in connection with services and products that CCH may offer from time to time, (iii) comply with regulatory and legal obligations to which CCH is subject, (iv) establish, exercise, and defend legal rights and claims, (v) manage customer relationships, (vi) manage risk, perform quality reviews, and manage security and operations, (vii) record, monitor, assess and analyze the use of the Online Services and improve the content and the functionality of the Online Services, (viii) market, advertise and send reports to you or Customer's organization, (ix) compile statistical and other information related to the performance, operation and use of the Online Services, including for the purposes of sending reports to you or Customer's organization, and (ix) internal financial accounting, information technology and other administrative support services. To the extent that CCH makes any Data publicly available, it will only do so on an aggregated basis from which it will not be possible to identify you as the source of such Data.

**2.9 Username and Password; IP Automatic Access.** You agree not to give or make available your username or password, or IP automatic access or other means to access your account, to any other individual. You remain responsible for all access to the Online Services via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use the Online Services, you must immediately notify applicable customer support for the specific Online Services being used.

**2.10 Term and Termination.** This Agreement is effective at all times that you have access to the Online Services. The term of your access is governed by the applicable Customer Agreement. If the term of your access has expired then you shall discontinue your use of the Online Services. Your access to the Online Services, as well as the applicable Customer Agreement, will terminate automatically without any prior notice from CCH if you violate the "Authorized Use and Restrictions" section of this Agreement. Your access to the Online Services, as well as the applicable Customer Agreement, may be terminated by CCH upon prior written notice if you fail to materially comply with any other provision of this Agreement or such Customer Agreement and fail to remedy such failure within thirty (30) of the date of such written notice. Upon termination, you will no longer be permitted access to any Online Services and your access mechanisms will be deactivated. You must also immediately discontinue use of any hyperlinks to the Online Services. Termination will not affect CCH's entitlement to any sums due related to the Online Services, and you will not be entitled to any refund of any portion of the fees paid.

### 3. DATA PROTECTION

The terms set forth in the [Data Protection Annex](#) or such other website address as may be notified to you from time to time (the "**Data Protection Annex**") apply to the extent that CCH processes personal data about you or on your behalf that is subject to Data Protection Laws (as defined in the Data Protection Annex) and such terms are incorporated into this Agreement. In the event of conflict between any



provision in the Data Protection Annex and this Agreement, the Data Protection Annex will control with regard to the conflict. CCH may, in its sole discretion and as permitted by the Data Protection Laws, amend or replace the Data Protection Annex at any time without notice to you and you should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals. CCH shall not be held in breach of any obligations that it may owe under the Additional Terms or this Agreement as a result of complying with the Data Protection Annex.

#### 4. ADDITIONAL TERMS

Certain content, products and features provided through the Online Service are governed by specific [Additional Terms](#) of use which are supplemental to and may be different from those set forth either in the Customer Agreement or elsewhere in this Agreement (the "**Additional Terms**"). The Additional Terms for the specific Online Service being accessed are incorporated by reference as part of this Agreement. In the event of conflict between any Additional Terms and this Agreement, the Additional Terms will control.

#### 5. REMOVAL OF CONTENT, REPLACEMENT OF PLATFORM AND CHANGES TO TERMS OF USE

Notwithstanding anything in this Agreement or the applicable Customer Agreement to the contrary, CCH may, at any time, (i) remove content accessible through the Online Services, (ii) replace the electronic platform on which content is made available, and (iii) revise this Agreement and the terms of use contained herein, including the Additional Terms, and any terms of use applicable to specific content, products or features accessible on the Online Services as set forth below.

If CCH removes a publication (other than for purposes of updating content) from the Online Services that was accessible to you pursuant to a Customer Agreement, CCH will, at its option, substitute a reasonably equivalent publication in the Online Services or issue a credit against paid fees under the applicable Customer Agreement (determined in CCH's discretion), to reflect the removal of the publication and the period of time remaining in your then-current subscription or for eBook purchases based on the price of the eBook amortized over a five-year period, as applicable.

CCH reserves the right to replace or discontinue any electronic platform on which content is made available. Any replacements will be made with a platform of comparable function. If CCH discontinues any electronic platform on which content is made: (i) as to content currently under unexpired subscriptions, CCH will issue Customer a credit against paid fees under the applicable Customer Agreement to reflect the discontinuance of the platform and the period of time remaining in the subscription, and (ii) as to purchased eBooks on the electronic platform, CCH will provide Customer with the opportunity to download the number of copies of the applicable eBooks purchased for use in accordance with the Customer Agreement and the Authorized Use provisions of these terms of use. CCH will endeavor to provide reasonable notice before any replacement or discontinuance of any electronic platform.

CCH may revise this Agreement from time to time without notice by updating these terms and publishing them at this site. Subject to the following paragraph, by using the Online Services, you agree to be bound by any such revisions, effective as of the next succeeding renewal of a Customer Agreement to which Customer is bound.

If CCH's licensors however impose changes to the applicable license terms that result in the need for CCH to revise this Agreement or impose additional terms of use applicable to the content accessible on the Online Service and licensed by CCH, CCH may revise this Agreement and publish the revised terms at this site; upon notice, which may be provided through the applicable electronic platform(s) where the content is published, such revised terms will apply to your use of the Online Service and the content accessible herein, effective upon such notice.



## 6. USER RESPONSIBILITY; PROFESSIONAL ADVICE

YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. CCH AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

## 7. INDEMNIFICATION

Except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CCH, its licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your performance of services for your clients, (ii) your unauthorized use of any content or materials available on or through the Online Services, or (iii) your input, upload or posting of any Data or content to any Online Service. CCH reserves the right, at its discretion, to assume or participate in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without CCH's prior written consent unless such settlement includes a complete release of CCH from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, CCH.

## 8. WARRANTY DISCLAIMER

THE ONLINE SERVICES, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CCH AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, INFORMATIONAL CONTENT, ACCURACY, RELIABILITY, CURRENTNESS, OR COMPLETENESS.

CCH AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE ONLINE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE MATERIALS ON THE ONLINE SERVICES OR ANY OTHER WEBSITE LINKED TO THE ONLINE SERVICES. THE MATERIALS ON THE ONLINE SERVICES MAY BE OUT OF DATE, INCOMPLETE, OR OTHERWISE INACCURATE AND CCH MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE ONLINE SERVICES. THE ONLINE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; YOU ACKNOWLEDGE THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET. CCH DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE ONLINE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CCH DOES NOT WARRANT THAT THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

## 9. LIMITATION OF LIABILITY

IN NO EVENT WILL CCH AND ITS LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR



BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE ONLINE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICES IS AT YOUR OWN RISK, IF ANY COVERED PARTY SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APPLICABLE CUSTOMER AGREEMENT OR YOUR USE OF THE ONLINE SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED (I) FOR THE ONLINE SERVICES SOLD ON A SUBSCRIPTION BASIS, THE AMOUNT OF FEES PAID TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT IN THE SIX MONTHS PRECEDING THE CLAIM, OR (II) FOR EBOOK PURCHASES, THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SUBJECT EBOOKS TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, CCH AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

## **10. TRIAL USE**

If you are using this Online Service (or accessing certain content herein) on a trial basis pursuant to an agreement or other trial basis authorized by CCH, you may use this Online Service (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and Restrictions terms. At the conclusion of the trial period, you shall (i) cease all use of the Online Service (or accessing the trial content); (ii) delete any copies of content from the Online Service or data derived from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to CCH any physical copies of such content in your possession.

## **11. GOVERNMENT RESTRICTED RIGHTS**

If the Customer is a U.S. government organization, then the materials on the Online Services are provided to U.S. government users with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Customer Agreement. Use of the materials by the government constitutes acknowledgment of CCH's or other owner's proprietary rights in them.

## **12. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE**

Certain materials on the Online Services are from third parties not within CCH's control. CCH is under no obligation to, and does not, scan such third-party content used in connection with the Online Services for the inclusion of illegal or impermissible content. However, CCH respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party's copyright.

If you believe any materials on the Online Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner



complained of is not authorized by the copyright owner, its agent, or the law;

- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law.

All DMCA notices should be sent to our designated agent as follows:

Designated Agent for  
CCH Incorporated  
2700 Lake Cook Road  
Riverwoods, IL 60015  
Tel: Ca [847-580-5045](tel:847-580-5045)  
Email: [WKUSLAWDEPT@WOLTERSKLUPER.COM](mailto:WKUSLAWDEPT@WOLTERSKLUPER.COM)

CCH may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

### 13. MISCELLANEOUS

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. CCH's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CCH in writing. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any person that has licensed to CCH any of the materials in the Online Services. This Agreement may be assigned in whole or in part by CCH at any time. This Agreement may not be assigned in any manner by you without the express, prior written permission of CCH.

You agree to handle the Online Services in compliance with all applicable export controls and economic sanctions laws, including without limitation by not exporting or transferring the Online Services to, using the Online Services for the benefit of, or making the Online Services available for use by any person, entity or organization located in any jurisdiction that is subject to comprehensive U.S., EU, UN or UK economic sanctions; or with whom U.S. persons are otherwise prohibited from engaging in such transaction. You further represent and warrant that you are not identified on or as (a) U.S. Office of Foreign Assets Control Specially Designated Nationals list, (b) UK HM Treasury Consolidated List of Sanctions Targets, (c) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, or (d) any other applicable sanctions list, or (e) an entity or organization fifty percent or more owned, directly or indirectly, individually or in the aggregate by any person(s) identified in subclauses (a) through (d). You further agree not to provide access to the Online Services to any individual located in any region subject to comprehensive embargoes under various sanctions issued by the U.S., EU, or UK, including but not limited to, Iran, Cuba, Syria, North Korea, Crimea or the Donetsk People's Republic (DNR) or Luhansk People's Report (LNR) regions of Ukraine. CCH shall have no obligation to make the Online Services available to any user or in any jurisdiction if doing so, in its reasonable discretion, would violate applicable law.

Performance of CCH hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond CCH's control.

This Agreement, and any disputes arising out of or related to, is governed by and shall be governed by and enforced in accordance with the laws of California, without regard to any law or statutory provision which would require or permit the application of another jurisdiction's substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of California for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the California Courts, (iii) agree not to plead or claim that such litigation brought therein has

been brought in an inconvenient forum, and (iv) agree the California Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, (a) in the event that the applicable Customer Agreement specifies that a different state's or country's law shall govern such agreement, such state's or country's law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country, (b) if Customer is a U.S. city, county or state government entity, the laws of your state shall govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state for any litigation or dispute arising out of or relating to this Agreement and (c) if Customer is a U.S. government entity, U.S. federal law will govern this Agreement (except that, to the extent permitted by U.S. federal law, the laws of the State of New York will apply in the absence of applicable U.S. federal law) and each party consents to the exclusive jurisdiction and venue of the federal courts located in New York County, New York for any litigation or dispute arising out of or relating to this Agreement. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.



## TERMS OF USE FOR CCH ONLINE CONTENT SERVICES

### ADDITIONAL TERMS FOR TAX & ACCOUNTING NORTH AMERICA, RESEARCH & LEARNING

(Additional Terms for Tax & Accounting effective through May 9, 2024 are available [here](#).)

Effective: May 23, 2024

The Additional Terms outlined below are applicable as follows: (i) the “Confidentiality” and “Assignment” provisions shall apply to all CCH Online Content in the United States and Canada and (ii) the remaining provisions shall apply to the respective products and/or Services as indicated below, and the case of both (i) and (ii), and are incorporated by reference into the [Terms of Use for CCH Online Content Services](#)

**Confidentiality.** The parties shall not, without the prior written consent of the other party, use or disclose any of the terms and conditions of this Agreement, including any pricing information, or any of the other party’s non-public or proprietary information or data (“Confidential Information”) obtained in the course of the negotiation or performance of this Agreement for any purpose except as necessary to implement or perform this Agreement. The parties shall protect such Confidential Information using the same standard of care as each party uses to protect its own confidential information but in no event less than a reasonable degree of care. Each party shall limit access to such Confidential Information to its employees and independent contractors who have a need to know such information in connection with fulfilling their responsibilities to such party. Each party shall be responsible for ensuring that such employees and independent contractors comply with the terms of this section and for any non-compliance by such individuals. The foregoing obligations regarding confidentiality shall not apply to (i) information in the public domain through no fault of the receiving party, (ii) information previously known without obligation of confidentiality by the receiving party prior to disclosure by the other party, (iii) information rightfully learned from a third party not under restriction of disclosure, or (iv) information disclosed pursuant to court order, judicial subpoena or requirement of government authority, and unless prohibited by law, with reasonable prior notice given to the party owning the information.

**Assignment.** Customer may not sublicense, assign sell, or transfer this Agreement or any rights or obligations hereunder, without prompt notification to and the prior written consent of CCH. Such consent shall be at the sole discretion of CCH. For purposes of the forgoing, any change of ownership or control of Customer, whether by merger, reorganization, sale of substantially all of its stock or assets or otherwise, shall be deemed an assignment of this Agreement. Any attempt to sublicense, assign or transfer any of Customer’s rights, duties and/or obligations under this Agreement without the prior written consent of CCH shall constitute a material breach. In the event CCH consents to a sublicense, assignment, sale or transfer of this Agreement, Customer’s payment obligations shall be non-cancelable and non-refundable (except as may be otherwise specifically provided herein) during the remainder of the term. Customer agrees that CCH’s retention of these contractual and other legal rights is an essential part of this Agreement.

**Use of the Online Services.** Customer acknowledges that (i) the Online Services are not purchased primarily for personal, family, or household purposes and (ii) the Online Services will be used for business purposes only.

**Suspension for Failure to Pay.** In addition, CCH, in its discretion, may suspend or deny access to the Online Services if there is an unpaid invoice that is outstanding.

**Consent to Electronic Communications.** Customer hereby consent to receiving electronic communications from CCH. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Application.

**Debt Communication Consent and Waiver.** To the extent that a Customer incurred a “Debt”, defined as any obligation or alleged obligation of Customer to pay money, in connection with the purchase, sale, financing, leasing, or licensing of any of products or software governed by the terms of this Agreement and provided by CCH and/or its respective subsidiaries, affiliates, and agents’, Customer expressly consents to receiving communications of any kind including, but not limited to, payment reminders, invoices, debt collection communications, and request for service of any kind from CCH and its respective subsidiaries, affiliates, and agents, through any medium including e-mails, telephone calls, text messages, and voice messages, at any time



of the day or night including, but not limited to, between the hours of 9 p.m. and 8 a.m. in the Customer's time-zone.

**Modifying Terms.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

**Non-disparagement.** Customer agrees that it will not at any time speak or act in any manner that may have the effect of reflecting adversely upon the reputation, business or goodwill, or which is intended to harm such reputation, business or goodwill, of CCH, and Customer will not engage in any other disparaging conduct or communications with respect to CCH. Such conduct as described in this section will be deemed a material breach of the Agreement. Notwithstanding the preceding provisions of this section, nothing herein shall restrict Customer's right to make any disclosure or statement that is required or otherwise protected by applicable law.

**Payment Terms.** Unless otherwise specified in the order form, invoice, or written mutual agreement between the parties, all fees will be due and payable within thirty (30) days of the date specified in the invoice.

### **CCH® Accounting Research Manager® (ARM)**

You may not, in the aggregate, reproduce more than ten (10) copies of a particular document retrieved from the Online Services in printed form for your internal use. Neither you, nor your authorized users may publish, license, sell, transfer, modify, copy, display or distribute any portion of the Online Services, except as expressly provided in this Subscription Agreement (or the Online Terms of Use for CCH Online Content Services), or change, delete or obscure any copyright notice, disclaimer, warning or other notice. Your authorized users may not use materials copyrighted by the Financial Accounting Standards Board, or Financial Accounting Foundation, in any college, university or post-secondary academic courses. The Financial Accounting Standards Board, or Financial Accounting Foundation are express third-party beneficiaries to the Agreement and you agree to indemnify, reimburse, defend and hold harmless The Financial Accounting Standards Board, or Financial Accounting Foundation for your or your authorized user(s) use of the Online Services. Data, files, software or tools downloaded or otherwise obtained or available through access to or use of the Online Services may not be reverse engineered or otherwise tampered with. You hereby assign (and shall cause Your authorized user(s) to assign) to CCH all rights and interests (including copyrights) you (or your authorized user(s)) might have or obtain in any material resulting from a violation of this paragraph or this Subscription Agreement.

### **CCH® CPELink**

The Online Services include certain educational content and services related to continuing professional wd and (e) downable publications.

We may make available products and services for purchase through the Online Services, and we may use third-party suppliers and service providers to enable e-commerce functionality through the Online Services. If you wish to purchase any product or service made available by us through the Online Services or through our telephone, mail-order, telemarketing efforts, customer service representatives, account representatives or other sales channels (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant to CCH the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. CCH reserves the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to not honor, or impose conditions on the honoring of, any promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. If you purchase any products or services from CCH in a Transaction, you will not resell such products or services.

The Online Services may incorporate certain functionality that allows the routing and transmission of, and online



access to, certain digital communications and content made available by third parties (such communications and content, "Third-Party Content"). By using such functionality, you acknowledge and agree that you are directing CCH to access and transmit to you Third Party Content associated with such functionality. The Online Services may provide links to other web sites and online resources that include Third Party Content. Because we do not control Third Party Content, you agree that CCH is neither responsible nor liable for any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. CCH has no obligation to monitor Third Party Content, and CCH may block or disable access to any Third-Party Content (in whole or part) via the Online Services at any time. Your access to or receipt of Third-Party Content via the Online Services does not imply CCH's legal relationship to, a representation or warranty by CCH with respect to any Third-Party Content, endorsement of, or affiliation with any provider of such Third-Party Content. YOU AGREE THAT YOUR USE OF THIRD-PARTY CONTENT IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH THIRD-PARTY CONTENT. CCH shall have the right, at any time, to block links to the Online Services through technological or other means without prior notice.

## Mouseflow

The Online Services may use the Mouseflow tool to collect Data for the purpose of making product improvements. Mouseflow may record clicks, mouse movements hovers and scrolling, form fills (keystrokes) in non-excluded fields, pages visited, duration on site, browser, operating system, device type (desktop/tablet/phone), screen resolution, visitor type (first time/returning), referrer, anonymized IP address, location (city/country), and similar meta data. Mouseflow does not collect any information on pages where it is not installed, nor does it track or collect information outside your web browser.

To review how Data related to the Online Services is protected, see CCH's [Data Protection Annex](#).

## Wolters Kluwer Canada Limited

These provisions are applicable only to Agreements in Canada.

The parties acknowledge that they have required that the present Subscription Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.*

This Agreement shall be interpreted in accordance with, and governed by, the laws of the Province of Ontario, Canada.

## E-Books and Digital Journals ("Digital Content")

**NOTE THAT DIGITAL CONTENT IS NON-RETURNABLE AND NON-REFUNDABLE ONCE PURCHASED.**

- You may: copy, paste, or print up to twenty-five (25) pages of text of any Digital Content every seven days unless otherwise stated for any particular Digital Content. Exceptions to this rule would be noted in the product description on CCHCPeLink.com; annotate the text contained in any Digital Content.
- You may not: modify, alter, revise, create derivative works, or otherwise change any Digital Content; share, move, copy, reproduce, network, or otherwise transfer any Digital Content to any computer or other device of any other person; export or re-export Digital Content in violation of any applicable U.S. export laws, rules or regulations.
- Some Digital Content may not remain available for viewing from your Digital Content library; if for example, CCH no longer has the necessary rights or other licenses, consents, or permissions to that Digital Content or has otherwise determined to no longer make such Digital Content available. Digital Content already viewable by you will not be affected.



## TERMS OF USE FOR CCH ONLINE CONTENT SERVICES

### ADDITIONAL TERMS FOR TAX & ACCOUNTING NORTH AMERICA, RESEARCH & LEARNING

(Additional Terms for Tax & Accounting effective through May 9, 2024 are available [here](#).)

Effective: May 23, 2024

The Additional Terms outlined below are applicable as follows: (i) the “Confidentiality” and “Assignment” provisions shall apply to all CCH Online Content in the United States and Canada and (ii) the remaining provisions shall apply to the respective products and/or Services as indicated below, and the case of both (i) and (ii), and are incorporated by reference into the [Terms of Use for CCH Online Content Services](#)

**Confidentiality.** The parties shall not, without the prior written consent of the other party, use or disclose any of the terms and conditions of this Agreement, including any pricing information, or any of the other party’s non-public or proprietary information or data (“Confidential Information”) obtained in the course of the negotiation or performance of this Agreement for any purpose except as necessary to implement or perform this Agreement. The parties shall protect such Confidential Information using the same standard of care as each party uses to protect its own confidential information but in no event less than a reasonable degree of care. Each party shall limit access to such Confidential Information to its employees and independent contractors who have a need to know such information in connection with fulfilling their responsibilities to such party. Each party shall be responsible for ensuring that such employees and independent contractors comply with the terms of this section and for any non-compliance by such individuals. The foregoing obligations regarding confidentiality shall not apply to (i) information in the public domain through no fault of the receiving party, (ii) information previously known without obligation of confidentiality by the receiving party prior to disclosure by the other party, (iii) information rightfully learned from a third party not under restriction of disclosure, or (iv) information disclosed pursuant to court order, judicial subpoena or requirement of government authority, and unless prohibited by law, with reasonable prior notice given to the party owning the information.

**Assignment.** Customer may not sublicense, assign sell, or transfer this Agreement or any rights or obligations hereunder, without prompt notification to and the prior written consent of CCH. Such consent shall be at the sole discretion of CCH. For purposes of the forgoing, any change of ownership or control of Customer, whether by merger, reorganization, sale of substantially all of its stock or assets or otherwise, shall be deemed an assignment of this Agreement. Any attempt to sublicense, assign or transfer any of Customer’s rights, duties and/or obligations under this Agreement without the prior written consent of CCH shall constitute a material breach. In the event CCH consents to a sublicense, assignment, sale or transfer of this Agreement, Customer’s payment obligations shall be non-cancelable and non-refundable (except as may be otherwise specifically provided herein) during the remainder of the term. Customer agrees that CCH’s retention of these contractual and other legal rights is an essential part of this Agreement.

**Use of the Online Services.** Customer acknowledges that (i) the Online Services are not purchased primarily for personal, family, or household purposes and (ii) the Online Services will be used for business purposes only.

**Suspension for Failure to Pay.** In addition, CCH, in its discretion, may suspend or deny access to the Online Services if there is an unpaid invoice that is outstanding.

**Consent to Electronic Communications.** Customer hereby consent to receiving electronic communications from CCH. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Application.

**Debt Communication Consent and Waiver.** To the extent that a Customer incurred a “Debt”, defined as any obligation or alleged obligation of Customer to pay money, in connection with the purchase, sale, financing, leasing, or licensing of any of products or software governed by the terms of this Agreement and provided by CCH and/or its respective subsidiaries, affiliates, and agents’, Customer expressly consents to receiving communications of any kind including, but not limited to, payment reminders, invoices, debt collection communications, and request for service of any kind from CCH and its respective subsidiaries, affiliates, and agents, through any medium including e-mails, telephone calls, text messages, and voice messages, at any time



of the day or night including, but not limited to, between the hours of 9 p.m. and 8 a.m. in the Customer's time-zone.

**Modifying Terms.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

**Non-disparagement.** Customer agrees that it will not at any time speak or act in any manner that may have the effect of reflecting adversely upon the reputation, business or goodwill, or which is intended to harm such reputation, business or goodwill, of CCH, and Customer will not engage in any other disparaging conduct or communications with respect to CCH. Such conduct as described in this section will be deemed a material breach of the Agreement. Notwithstanding the preceding provisions of this section, nothing herein shall restrict Customer's right to make any disclosure or statement that is required or otherwise protected by applicable law.

**Payment Terms.** Unless otherwise specified in the order form, invoice, or written mutual agreement between the parties, all fees will be due and payable within thirty (30) days of the date specified in the invoice.

### **CCH® Accounting Research Manager® (ARM)**

You may not, in the aggregate, reproduce more than ten (10) copies of a particular document retrieved from the Online Services in printed form for your internal use. Neither you, nor your authorized users may publish, license, sell, transfer, modify, copy, display or distribute any portion of the Online Services, except as expressly provided in this Subscription Agreement (or the Online Terms of Use for CCH Online Content Services), or change, delete or obscure any copyright notice, disclaimer, warning or other notice. Your authorized users may not use materials copyrighted by the Financial Accounting Standards Board, or Financial Accounting Foundation, in any college, university or post-secondary academic courses. The Financial Accounting Standards Board, or Financial Accounting Foundation are express third-party beneficiaries to the Agreement and you agree to indemnify, reimburse, defend and hold harmless The Financial Accounting Standards Board, or Financial Accounting Foundation for your or your authorized user(s) use of the Online Services. Data, files, software or tools downloaded or otherwise obtained or available through access to or use of the Online Services may not be reverse engineered or otherwise tampered with. You hereby assign (and shall cause Your authorized user(s) to assign) to CCH all rights and interests (including copyrights) you (or your authorized user(s)) might have or obtain in any material resulting from a violation of this paragraph or this Subscription Agreement.

### **CCH® CPeLink**

The Online Services include certain educational content and services related to continuing professional wd and (e) downable publications.

We may make available products and services for purchase through the Online Services, and we may use third-party suppliers and service providers to enable e-commerce functionality through the Online Services. If you wish to purchase any product or service made available by us through the Online Services or through our telephone, mail-order, telemarketing efforts, customer service representatives, account representatives or other sales channels (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant to CCH the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. CCH reserves the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to not honor, or impose conditions on the honoring of, any promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. If you purchase any products or services from CCH in a Transaction, you will not resell such products or services.

The Online Services may incorporate certain functionality that allows the routing and transmission of, and online



access to, certain digital communications and content made available by third parties (such communications and content, "Third-Party Content"). By using such functionality, you acknowledge and agree that you are directing CCH to access and transmit to you Third Party Content associated with such functionality. The Online Services may provide links to other web sites and online resources that include Third Party Content. Because we do not control Third Party Content, you agree that CCH is neither responsible nor liable for any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Content. CCH has no obligation to monitor Third Party Content, and CCH may block or disable access to any Third-Party Content (in whole or part) via the Online Services at any time. Your access to or receipt of Third-Party Content via the Online Services does not imply CCH's legal relationship to, a representation or warranty by CCH with respect to any Third-Party Content, endorsement of, or affiliation with any provider of such Third-Party Content. YOU AGREE THAT YOUR USE OF THIRD-PARTY CONTENT IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH THIRD-PARTY CONTENT. CCH shall have the right, at any time, to block links to the Online Services through technological or other means without prior notice.

### **Mouseflow**

The Online Services may use the Mouseflow tool to collect Data for the purpose of making product improvements. Mouseflow may record clicks, mouse movements hovers and scrolling, form fills (keystrokes) in non-excluded fields, pages visited, duration on site, browser, operating system, device type (desktop/tablet/phone), screen resolution, visitor type (first time/returning), referrer, anonymized IP address, location (city/country), and similar meta data. Mouseflow does not collect any information on pages where it is not installed, nor does it track or collect information outside your web browser.

To review how Data related to the Online Services is protected, see CCH's [Data Protection Annex](#).

### **Wolters Kluwer Canada Limited**

These provisions are applicable only to Agreements in Canada.

The parties acknowledge that they have required that the present Subscription Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.*

This Agreement shall be interpreted in accordance with, and governed by, the laws of the Province of Ontario, Canada.

### **E-Books and Digital Journals ("Digital Content")**

**NOTE THAT DIGITAL CONTENT IS NON-RETURNABLE AND NON-REFUNDABLE ONCE PURCHASED.**

- You may: copy, paste, or print up to twenty-five (25) pages of text of any Digital Content every seven days unless otherwise stated for any particular Digital Content. Exceptions to this rule would be noted in the product description on CCHCPeLink.com; annotate the text contained in any Digital Content.
- You may not: modify, alter, revise, create derivative works, or otherwise change any Digital Content; share, move, copy, reproduce, network, or otherwise transfer any Digital Content to any computer or other device of any other person; export or re-export Digital Content in violation of any applicable U.S. export laws, rules or regulations.
- Some Digital Content may not remain available for viewing from your Digital Content library; if for example, CCH no longer has the necessary rights or other licenses, consents, or permissions to that Digital Content or has otherwise determined to no longer make such Digital Content available. Digital Content already viewable by you will not be affected.