

New Zealand Law Society Library Subscription Database Access Terms and Conditions

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New Zealand Law Society Library Subscription Database Access Terms and Conditions

1 Introduction

1.1 The New Zealand Law Society Te Kāhui Ture o Aotearoa (**'the Law Society'**, **'Law Society'**, **'we'**, **'our'**) provides:

- a lawyers holding a current practising certificate issued under the Lawyers and Conveyancers Act 2006 (**'Lawyers'**);
- b employees of Lawyers who have been authorised by the Law Society;
- c associate members of the New Zealand Law Society with library access;
- d members of the Judiciary; and
- e Ministry of Justice court staff,

(**'Users'**, **'they'**, **'their'**),

with limited and controlled access to legal databases and associated tools provided by third-party providers (**'Publishers'**) under subscription licences purchased by the Law Society from the Publishers (**'Databases'**).

2 Acceptance of Terms

2.1 These New Zealand Law Society Library Subscription Database Access Terms and Conditions (**'Terms and Conditions'**) govern access to and use of Databases and constitute the agreement between each User and the Law Society in relation to their access to and use of Databases.

2.2 By accessing and using Databases, each User confirms that they have read, understood and accepted these Terms and Conditions and they agree to be bound by these Terms and Conditions. If a User does not agree to these Terms and Conditions, that User must not use Databases.

2.3 We may update these Terms and Conditions from time to time by publishing them on the Law Society website and/or by notifying Users through the login process. By accessing or using Databases, each User agrees to the revised Terms and Conditions.

3 Access and use requirements

3.1 Only Users can access Databases, and only at the following physical locations:

- a physical Law Society libraries across New Zealand;
- b designated Lawyers' rooms within selected locations;
- c the Whanganui Public Library (temporarily); and

- d any other location as notified by the Law Society from time to time, (**'Approved Locations'**). Users can only access Databases at Approved Locations:
- e by logging in to Law Society systems using their single sign-on username and password (being the User's Law Society Registry login) (**'SSO Credentials'**);
- f using the dedicated computers supplied at Approved Locations by the Law Society (**'Kiosks'**); and
- g using their own devices (**'BYO Devices'**) connected to the internet through our Wi-Fi networks at Approved Locations.

4 Access and use restrictions

- 4.1 Access, copying, downloading and any other use of any information, data, materials, publications, case law, legislation, commentary, and any other content or information made available through Databases (**'Content'**) is limited to professional legal research purposes only. Databases and Content cannot be accessed or used for any other purpose.
- 4.2 Each User is responsible for:
 - a any activity taken using that User's SSO Credentials;
 - b access to and use of Databases and Content (whether accessed through Kiosks or BYO Devices) using that User's SSO Credentials, including:
 - i verifying the appropriateness, accuracy, currency, and completeness of all information obtained through Databases and Content;
 - ii any decision, advice given, or action that User takes based on the information obtained through Databases and Content; and
 - iii ensuring that the User's use of Databases and Content complies with all applicable professional, legal, and ethical obligations.
- 4.3 We are not liable to any User or responsible for any errors, omissions, or outcomes arising from that User's access to or use of Databases or Content, or that User's reliance on Content accessed through Databases.
- 4.4 Each User's right to access and use SSO Credentials and Databases is personal to that User, and must not be shared with, or used by, any other person.
- 4.5 Each User must:
 - a keep their SSO Credentials confidential and secure, and not share them with or allow their use by any other person; and

- b immediately notify the Law Society if that User becomes aware of, or suspects, any unauthorised use of their SSO Credentials or access or use of Databases using their SSO Credentials by someone other than that User.

5 Prohibited use

5.1 Each User must not, and must not permit any other person to:

- a engage in bulk, excessive, or systematic downloading, copying, or extraction of Content from Databases;
- b use any automated means (including bots, web scrapers, crawlers, or scripts) to access, search, or extract Content from Databases;
- c reproduce, redistribute, publish, resell, sublicense, or commercially exploit any Content;
- d store or retain downloaded Content for more than 90 days, except to the extent it has been incorporated into the User's work product or retention is required under the law;
- e share, distribute, or make available Content to persons who are not Users, except as expressly permitted under these Term and Conditions;
- f remove, obscure, or alter any copyright notices, proprietary markings, or attributions in the Content;
- g use any Content (including AI Tool outputs) to develop, train, fine-tune, or improve any artificial intelligence system, large language model, or machine learning technology;
- h use any Content in conjunction with any artificial intelligence system, large language model, or machine learning technology other than AI Tools provided within Databases, except on an incidental basis only in the ordinary course of the User's individual professional research and provided that the Content remains under the User's control and is not made available to any third party through such technology;
- i attempt to reverse engineer, decompile, or disassemble any part of Databases or their underlying technology, including any models, algorithms, weights, or training data underlying any AI Tools, or attempt to do the same;
- j access Databases from any location other than an Approved Location;
- k use Databases or Content in any manner that infringes any copyright, other intellectual property right, or other proprietary interest, or that violates any applicable law;

- l use Databases or Content to develop, enhance, or improve any product or service that competes with Databases or any service offered by the Publishers;
- m use the trademarks, service marks, logos, or branding of any Publisher (except copyright notices, proprietary markings, or attributions in the Content) without their express prior written consent;
- n connect, link, or integrate Databases or Content with any external data, software, service, or network (including via APIs) without the express prior written authorisation of the Law Society and the relevant Publisher; or
- o do anything that would cause the Law Society to breach its agreements with any Publisher, or that would otherwise be prohibited under the terms and conditions imposed by the Publishers (such as Thomson Reuters and LexisNexis) governing the access and use of Databases and Content, as amended from time to time (**'Licence Terms'**).

6 Use of Artificial Intelligence

- 6.1 Artificial intelligence, generative AI, or automated research features may be made available through Databases (such as LexisNexis Protege (Lexis+ AI) or Westlaw CoCounsel) (**'AI Tools'**).
- 6.2 Each User acknowledges and agrees that:
 - a AI Tools are developed, operated, and maintained by third-party Publishers, and not by the Law Society;
 - b AI Tools exist only to support the User's professional legal research, and are not intended or suitable for replacing the User's independent judgement or professional legal analysis;
 - c Content and information generated by AI Tools (including summaries, analysis, and draft documents) (**'AI Outputs'**) may be inaccurate, incomplete, out of date, or misleading;
 - d AI Tools may generate and AI Outputs may include fictitious cases, decisions, citations, quotations, legal references, and other material that appears authentic but does not exist (commonly known as 'hallucinations'), and may confirm the accuracy of such material if queried, even when it is incorrect;
 - e Reliance on unverified or inaccurate AI Outputs in court proceedings may constitute obstruction of justice or contempt of court;
 - f Reliance on unverified or inaccurate AI Outputs may amount to a breach of the Lawyers and Conveyancers Act (Conduct and Client Care) Rules 2008;

- g AI Outputs may not be unique and may generate the same or similar content for multiple users;
- h AI Tools and AI Outputs are provided on an 'as-is' basis, without any warranty as to accuracy, reliability, completeness, availability, or fitness for any particular purpose;
- i AI Outputs do not constitute legal advice and must not be treated as a substitute for independent professional judgement;
- j the User is solely responsible for independently verifying and validating all AI Outputs, including any cited sources and authorities, before relying on or using them in any professional context;
- k AI Tools may utilise third-party artificial intelligence service providers (including cloud infrastructure and large language model providers such as Open AI, Anthropic, and Google), and the User's inputs to the AI Tools and any other information the User uploads may be transmitted to and processed by such providers subject to data processing agreements between the Publishers and those providers; and
- l the Law Society has no obligation to ensure the continued availability of any AI Tool and AI Tools may be disabled, withdrawn, or removed at any time by the Law Society or the Publisher, without prior notice.

6.3 The Law Society is not liable to any User or responsible for:

- a the User's access to or use of AI Tools;
- b the accuracy, completeness, reliability, or suitability of the AI Tools or AI Outputs; or
- c the User's reliance on AI Tools or AI Outputs.

6.4 When using AI Tools, each User must:

- a exercise independent professional judgement at all times and not rely on AI Outputs as the sole basis for any decision, advice, submission, or action;
- b independently verify all sources, authorities, citations, and legal propositions (including every case citation, statutory reference, legal proposition, and factual assertion) in AI Outputs before using, relying on or communicating them;
- c comply with all applicable professional obligations, including the User's duties of confidentiality, competence, and care under the Lawyers and Conveyancers Act 2006 and the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008;

- d before uploading any document or information to an AI Tool (**'AI Inputs'**), satisfy themselves that doing so is appropriate having regard to any duties owed to clients or third parties including confidentiality and observance of intellectual property rights, and that the AI Tool's security measures are adequate for the nature of the AI Inputs;
- e not upload to any AI Tool any AI Inputs that are subject to a court suppression order, statutory publication restriction, or legal professional privilege where disclosure could constitute a waiver;
- f have regard to the Law Society's published Generative AI Guidance for Lawyers (as may be updated from time to time);
- g not represent, or allow any person to believe, that AI Outputs are human-generated or capable of substituting for independent professional legal analysis;
- h if using AI Outputs in connection with court or tribunal proceedings, comply with the Guidelines for Use of Generative Artificial Intelligence in Courts and Tribunals issued by the Courts of New Zealand (as may be updated from time to time);
- i if required by any court or tribunal, disclose the User's use of AI Tools in the preparation of any submission, document, or material filed in that forum.

7 Security and privacy

- 7.1 Kiosks are configured to automatically end active User sessions after a period of inactivity. However, auto-logout is a secondary safeguard only. Users must not rely on auto-logout to protect their session.
- 7.2 Each User must:
 - a log out of Databases and AI Tools when finishing a session (whether on Kiosks or BYO Devices);
 - b not leave Kiosks or BYO Devices unattended at any time;
 - c take reasonable steps to prevent unauthorised access to Kiosks or the User's BYO Device at any time; and
 - d delete any files, documents, data, or other information downloaded or uploaded to any Kiosk after finishing using it.
- 7.3 When a User logs in to Databases or AI Tools using their SSO Credentials, the Law Society may collect and hold information about the User's usage, including access logs (such as time, location, device, accessed Database / Content accessed and downloaded) (**'Usage Data'**) for the following purposes:

- a ensuring the User's compliance with these Terms and Conditions and applicable Licence Terms, including monitoring for and investigating actual and suspected breaches of these Terms and Conditions and applicable Licence Terms, including copyright infringement;
 - b protecting and enforcing our rights and interests under these Terms and Conditions and the law;
 - c ensuring compliance with the law; and
 - d generating anonymised and aggregated usage statistics.
- 7.4 Each User must implement and maintain appropriate technical and organisational measures for the protection of the security, confidentiality, and integrity of any personal information accessed or processed through Databases, Content, AI Tools, and Kiosks, which are appropriate to the harm that might result from the occurrence of a Privacy Breach, having regard to the state of technological development and the cost of implementing any measures.
- 7.5 Users have the right to request access to and correction of their personal information held by the Law Society. Further information about how the Law Society handles information, including personal information, is set in the Law Society's Information Handling Policy which can be viewed at lawsociety.org.nz/privacy.
- 7.6 For the purposes of this clause 7, '**Privacy Breach**' means any of the following events:
 - a any personal information accessed or processed through Databases, Content, AI Tools, or Kiosks is lost or corrupted;
 - b any person obtains unauthorised access to or misuses such personal information (whether or not such access or misuse is intentional);
 - c there is any other compromise of such personal information; or
 - d there is any alleged or suspected occurrence of any of the foregoing,and 'personal information' has the meaning given to it under the Privacy Act 2020.
- 7.7 If a Privacy Breach occurs in connection with a User's access to or use of Databases, Content, AI Tools, or Kiosks, that User must:
 - a give notice to the Law Society of the Privacy Breach as soon as reasonably practicable, and in any event within 24 hours of becoming aware of the Privacy Breach;
 - b take immediate steps to identify, contain, and remedy the Privacy Breach at that User's own cost; and

- c promptly provide the Law Society with any correspondence or communication that the User receives from a regulatory authority in connection with the Privacy Breach, except to the extent that the User is precluded by law from doing so.

7.8 We may disclose Usage Data to:

- a Publishers;
- b regulatory or professional bodies (including the New Zealand Lawyers and Conveyancers Disciplinary Tribunal or the Law Society's Standards Committees); and
- c the User's employer, if that User is employed by a Lawyer, the judiciary, the Ministry of Justice, a law faculty,

in relation to any actual or suspected breach of these Terms and Conditions, applicable Licence Terms, or the law.

8 Intellectual Property

- 8.1 All intellectual property rights in Databases and Content are owned by the relevant Publisher. Nothing in these Terms grants or transfers any intellectual property rights in Databases or Content to any User.
- 8.2 As between the Law Society, the User, and the Publisher, the User owns all intellectual property rights in their AI Inputs and in any AI Outputs generated from their use of the AI Tools, subject to the following:
 - a to the extent any AI Output incorporates or is derived from Databases, Content, or other material in which a Publisher or third-party licensor holds intellectual property rights, the User is granted a limited, non-exclusive, royalty-free licence to use those elements of the AI Output for professional legal research purposes only, and no title in such elements is transferred to the User; and
 - b neither we, nor the Publisher, makes any representation or warranty that AI Outputs are free of third-party intellectual property rights, and the User is solely responsible for assessing and managing any such rights in their use of AI Outputs.
- 8.3 Each User acknowledges that the Law Society is not the owner of the Content and provides access to Databases, Content, and AI Tools under licence from the relevant Publishers only.

9 Termination and suspension

- 9.1 Each User has full discretion as to whether to access and use Databases, Content, or AI Tools. Access is provided on a voluntary basis and no User is required to use any Database, Content, or AI Tool. A User may cease using

Databases, Content, and AI Tools at any time without notice to the Law Society, provided that these Terms and Conditions (including the User's obligations under them) will continue to apply in respect of any prior access and use.

- 9.2 If the Law Society suspects or determines that a User has breached, may have breached, or is likely to breach these Terms and Conditions and/or the Licence Terms; and/or a User's SSO Credentials are subject to a Privacy Breach, the Law Society may, at its discretion (acting reasonably) and without limiting any other rights or remedies available to it under these Terms and Conditions or at law:
- a immediately suspend the relevant User's access to Databases and/or AI Tools (in whole or in part);
 - b immediately terminate the relevant User's access to Databases and/or AI Tools;
 - c disable the relevant User's SSO Credentials;
 - d report the actual or suspected breach to the relevant Publisher, any relevant regulatory or professional body, or to the User's employer;
 - e and/or pursue any legal remedies available to it.
- 9.3 The Law Society may exercise any of its rights set out in clause 9.2 without prior notice to the User where it reasonably considers that immediate action is necessary to:
- a prevent ongoing or imminent harm to the Law Society, other Users, the general public, the relevant Publisher, or any other third party;
 - b comply with our obligations under the Licence Terms or comply with a reasonable direction or requirement from a Publisher; and/or
 - c protect the rights and interests available to the Law Society under these Terms and Conditions and/or at law.

10 Liability and indemnity

- 10.1 To the fullest extent permitted by law and subject to clause 10.6, the Law Society is not responsible or liable to any User or anyone else for any claims, losses, damages, liabilities, costs, or expenses (including reasonable legal costs on a solicitor-client basis) ('**Losses**') arising out of or in connection with a User's access to and use of:
- a SSO Credentials;
 - b Kiosks; and/or
 - c Databases, Content, or AI Tools.

- 10.2 Access to and use of Databases, Content, and AI Tools may be subject to Licence Terms in addition to these Terms and Conditions. Each User acknowledges and agrees that:
- a Publishers may impose restrictions directly on Users under the Licence Terms;
 - b Publishers make Licence Terms available through their platforms from time to time; and
 - c each User is responsible for familiarising themselves with the applicable Licence Terms and complying with them.
- 10.3 To the fullest extent permitted by law, each User indemnifies and will keep indemnified the Law Society, its officers, employees, and agents against all Losses that the Law Society suffers or incurs (whether direct or indirect) arising out of or in connection with:
- a any breach by that User of these Terms and Conditions;
 - b any breach by that User of the Licence Terms;
 - c any infringement of copyright or other intellectual property rights arising from that User's copying or other use of Databases, Content, or AI Tools;
 - d any claim made against the Law Society by a Publisher or any other third party arising out of or in connection with that User's use of Databases, Content, or AI Tools; and
 - e any use of that User's SSO Credentials by an unauthorised person.
- 10.4 To the fullest extent permitted by law, the Law Society excludes all warranties, representations, and guarantees relating to Databases, Content, and AI Tools, whether express, implied, statutory, or otherwise, including any warranty of accuracy, completeness, reliability, fitness for a particular purpose, or merchantability.
- 10.5 Subject to clause 10.6, and to the fullest extent permitted by law, neither the Law Society nor a User will be liable to the other (whether in contract, tort (including negligence), equity, under statute, or otherwise) for any indirect, consequential, or special Losses, including Losses of profits, revenue, business, contracts, or anticipated savings and/or loss of data or information.
- 10.6 Nothing in these Terms and Conditions excludes or limits:
- a a party's liability for fraud, negligence, wilful default, or any liability that cannot be excluded or limited by law; and/or
 - b a User's liability to indemnify the Law Society under clause 10.3.

11 General

- 11.1 **Governing law:** These Terms and Conditions are governed by the laws of New Zealand and each User submits to the exclusive jurisdiction of the courts of New Zealand.
- 11.2 **Dispute resolution:** Any dispute between a User and the Law Society arising out of or in connection with these Terms and Conditions will:
- a be attempted to be resolved between the Law Society and the User in the first instance by negotiation;
 - b if the dispute cannot be resolved in accordance with clause 11.2a within 10 days of the dispute being raised, be referred to mediation in accordance with the Mediation Rules of the New Zealand Dispute Resolution Centre; and
 - c if the dispute is not resolved in accordance with clause 11.2b, be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the New Zealand Dispute Resolution Centre.
- 11.3 **Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.
- 11.4 **No waiver:** Any failure or delay in exercising any right under these Terms and Conditions does not constitute a waiver of that right.
- 11.5 **Entire agreement:** These Terms and Conditions constitute the entire agreement between each User and the Law Society in relation to that User's access to and use of Databases, Content, and AI Tools. They do not affect any separate agreement between a User and the Law Society (including membership terms) or any Publisher except to the extent expressly stated.
- 11.6 **Survival:** Termination or expiry of these Terms and Conditions, a User's SSO Credentials, or access to Databases, Content, or AI Tools will not affect the rights or liabilities of either the Law Society or a User party accrued prior or any terms intended expressly or by implication to survive termination or expiry, including clauses 3 (Access and use requirements), 4 (Access and use restrictions), 5 (Prohibited use), 6 (Use of artificial intelligence), 7 (Security and privacy), 8 (Intellectual Property), 9 (Termination and suspension) 10 (Liability and indemnity), and 11 (General).