

## GENERAL TERMS AND CONDITIONS

Please read the following Terms and Conditions carefully (including our Privacy Policy) (collectively “**General Conditions**”) before using this Site and/or the Services (as defined herein), so that you are aware of your legal rights and obligations with respect to Sin Chew Media Corporation Berhad and/or its related entities, affiliates and subsidiaries (individually and collectively, “**the Publisher**”).

By your access of this Site and/or use of the Services, you hereby agree to be legally bound by these General Conditions. IF YOU DO NOT ACCEPT THESE GENERAL CONDITIONS, PLEASE LEAVE THE SITE AND DISCONTINUE USE OF THE SERVICES IMMEDIATELY.

### **Definitions**

In this Agreement, the following definitions shall apply unless the context does not permit such application:

“**Account**” means a registered account of a Member opened under the Site or Services provided by the Publisher.

“**Agreement**” means the agreement formed by these General Conditions and the Privacy Policy, and in the case of a Member, by these General Conditions, the Privacy Policy and the Subscribers Conditions.

“**App**” means any software or mobile application of the Publisher.

“**Computer**” means your computer, notebook computer, personal digital assistant, mobile phone or other electronic device used to access this Site or the Services.

“**Content**” means materials, information, news, advertisements, listings, data, input, text, songs, audio, video, pictures, graphics, software, blogs, webcasts, podcasts, broadcasts, messages, software, comments, suggestions, ideas and other content.

“**Linked Sites**” is defined in **Clause 25**.

“**Member**” means a registered member of the Site or Services.

“**Publisher**” means Sin Chew Media Corporation Berhad and/or its related entities, affiliates and subsidiaries.

“**Subscriber**” means Member/ any person who subscribe any Services of the Publisher.

“**Subscribers Conditions**” means the terms and conditions applicable to Subscribers.

“**Servers**” means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Site and the Services.

“**Services**” is defined in **Clause 4**.

“**Site**” means the Publisher’s website containing the link to these Terms &

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Conditions.

"**The Publisher Content**" means all Content of the Publisher that is made available on or via this Site, or any of the Publisher's website.

"**Third Party Products**" means products and services of third parties, including other users, advertised on or available at the Site or websites linked from the Site.

"**Third Party User Content**" means all User Content which is not created, transmitted, posted or uploaded by you.

"**User Content**" means all Content on this Site which is created, transmitted, posted or uploaded by a user of the Site.

### **Representations and Warranties**

1. You hereby represent and warrant that:-

- (a) you have read and agree to these General Conditions and our Privacy Policy;
- (b) you have attained the age of majority (as defined in Age of Majority Act 1971) and have the necessary legal capacity, right, power and authority to agree to these General Conditions and you are either;
  - (i) accessing this Site, using the Services and contracting in your own personal capacity;
  - (ii) accessing this Site, using the Services and contracting on behalf of a corporate entity; or
  - (iii) contracting as parent or guardian of a child or ward who is less than 18 years old and who is accessing this Site and using the Services, in which event you agree as his/her parent/guardian, both in your personal capacity and on behalf of your child/ward, to be bound by these General Conditions and to be liable for your child's or ward's acts and omissions while accessing the Site and/or using the Services, and you also agree to ensure that your child or ward observes these General Conditions;
- (c) you are authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by these General Conditions; and
- (d) all of the information provided by you to The Publisher (including without limitation personal particulars and contact information) is accurate and complete.

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2. The Publisher reserves the right to change, modify, suspend or discontinue the whole or any portion of the Services or Site at any time. The Publisher may also impose limits on certain features or restrict your access to parts or the entire Services or Site without notice or liability.
3. The Publisher may from time to time vary or amend these General Conditions by posting the amended General Conditions at this Site. Any use of the Services after the amendment of these General Conditions will be deemed to be acceptance of the amended General Conditions by you. If you do not agree to the amended General Conditions, you have the right to close your Account and/or cease using the Services.

### Services

4. The Site is owned and maintained by the Publisher. The Publisher may offer one or more of the following services on or through the Site (each a “**Service**” and collectively the “**Services**”):-
  - (a) access to a collection of information, news, data, text, listings, graphics, images, videos, audio files, podcasts, webcasts, software applications and other types of works, including any print, digitised or electronic newspapers, magazines, Apps or other content of Sin Chew, whether through an online store or otherwise;
  - (b) access to digital replica versions of Sin Chew Daily, Sin Chew Daily (West Malaysia Edition), Sin Chew Daily (East Malaysia Edition), Guang Ming Daily, Guang Ming Daily (Northern Edition) and/or Guang Ming Daily (Central Edition) available from Apple Store, Android and Smartphones and such other relevant smartphone applications.
  - (c) search engines or tools;
  - (d) a platform to create, upload and publicly make available personalised content;
  - (e) an advertising and branding platform;
  - (f) message boards, forums, blogs, communication tools;
  - (g) a social networking platform;
  - (h) email alerts; and
  - (i) any other features, content or applications that Sin Chew may offer on or through the Site from time to time in its sole and absolute discretion.

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5. You acknowledge and agree that to access and use certain Services, you will be required to register as a Member and additionally shall be bound to strictly comply with the Subscribers Conditions in addition to these General Conditions.

### **Intellectual Property**

6. You acknowledges and undertakes not to reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit for any commercial or other purposes, any portion of, or any access to:-
  - (a) any Service;
  - (b) the Site;
  - (c) any of the Publisher's Content except, to the extent permitted, with the prior written consent of the Publisher or unless expressly permitted in these General Conditions; or
  - (d) any Third Party User Content except, to the extent permitted, with the prior written consent of the Publisher and the owner or licensee of the specific User Content.
7. Without prejudice to the generality of **Clause 6**, you undertakes not to reproduce, display or otherwise provide access to the Services, the Publisher Content, or Third Party User Content on another website or server, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without the prior written permission of the Publisher.
8. All the Publisher Content are the copyrighted work of the Publisher or its content or software providers, and the Publisher reserves and retains all rights in the Publisher Content. Any use of the Publisher Content may be governed by the terms of an accompanying end user license agreement.
9. You have also undertakes not to decompile, reverse engineer or otherwise attempt to discover the source code of any the Publisher Content available on the Site or through a Service except under the specific circumstances expressly permitted by law or the Publisher in writing.

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10. The copyright, patents, trademarks, registered designs and all intellectual property rights in the Services, the Site, and all the Publisher Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain with the Publisher.
11. The trademarks, logos and service marks ("**Marks**") displayed on this Site are the property of the Publisher or other third parties, and all rights to the Marks are expressly reserved by the Publisher or relevant third parties. You are not permitted to use any Marks without the prior written consent of the Publisher or such third party. The Publisher will aggressively enforce their intellectual property rights to the fullest extent of the law. The name of the Publisher or any other Marks may not be used in any way, including in any advertising or publicity, or as a hyperlink without prior written permission of the Publisher
12. The domain name on which the Site is hosted on is the sole property of the Publisher and you may not use or otherwise adopt a similar name for your own use.
13. You acknowledge and agree that the Publisher has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Linked Sites or other third party sites.

### **Undertakings of Member**

14. You hereby undertake:-
  - (a) to comply with these General Conditions, and such other notices or guidelines that may be posted on the Site by the Publisher from time to time (which are hereby incorporated by reference into these General Conditions);
  - (b) not to use any Service or the Publisher Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law;
  - (c) not to hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of the Site, Services or Servers, which shall include but is not limited to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, reverse engineering or reprogramming; and

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- (d) not to use the Account of another Member at any time, whether with or without his/her permission.

### **Limitations**

15. To the fullest extent permissible pursuant to applicable law, the publisher disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement. without limiting the foregoing, the publisher does not warrant that the functions contained in or access to the site, services, the publisher content or other content will be timely, uninterrupted or error-free or without omission, that defects will be corrected, or that the site, services, the publisher content or the servers are free of viruses or other harmful components, or that the download, installation or use of any the publisher content in or with any computer will not affect the functionality or performance of the computer. The publisher does not warrant or make any representations regarding the use or the results of the use of the publisher content, the services, the site or the servers in terms of their correctness, accuracy, completeness, reliability, or otherwise. you (and not the publisher) assume the entire cost of all necessary servicing, repair, or correction, including any defect, problem or damage in any computer. you agree not to hold the publisher liable for the loss of any of your user content that is due to any circumstances beyond the control of the publisher.
16. The data and information made available on the Site are of a general nature and do not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. You should at all-time consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it. Any financial or investment information in this Site are for use in Malaysia only and are intended to be for your general information only. You should not rely upon such information in making any particular investment or other decision which should only be made after consulting with a fully qualified financial adviser. Such information do not nor are they intended to constitute any form of investment advice or any inducement, invitation or recommendation relating to any of the products listed or referred to. Any arrangement made between you and a third party named on or linked to from these pages is at your sole risk and responsibility. The Publisher does not sponsor, endorse or promote any financial

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products, services or information.

17. You acknowledge that it is not the Publisher's policy to exercise editorial control over, and to review, edit or amend any data, information, materials or contents of any User Content, posting, email or any information that may be inserted or made available on the Site by other users of the Services and that the Publisher does not endorse and shall not be responsible for any such content.
18. You acknowledge and agree that the Publisher does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third Party Products, and the Publisher hereby expressly disclaims all liabilities and responsibilities arising in relation to any Third Party Products whether available or advertised via the Site or on Linked Sites (as defined herein).
19. You agree that all statements, offers, information, opinions, materials, User Content, and Third Party Products, from other users and from advertisers and other third parties on this Site should be used, accepted and relied upon only with care and discretion and at your own risk, and the Publisher shall not be responsible for any loss, damage or liability incurred by you arising from such use or reliance.
20. You also acknowledge and agree that some Services may enable other users to upload User Content to the Site, and that some of these may be offensive, annoying, unlawful, in breach of these General Conditions, contain viruses or cause you damage. While we may remove any such User Content brought to our notice at our sole and absolute discretion, you acknowledge and agree that we cannot be responsible or liable for any User Content, and you agree to exercise access and use User Content only at your own risk and with care and discretion.
21. You agree that:-
  - (a) The Publisher shall be entitled at any time, at its sole and absolute discretion and without prior notice, to add to, vary, terminate, withdraw or suspend the operation of the whole or any part or feature of the Site or Services without assigning any reason; and
  - (b) access to or the operation of the Site, Servers and/or the Services may from

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time to time be interrupted or encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors,

and in any such event, the Publisher shall not be liable for any loss, liability or damage which may be incurred as a result.

### **Exclusion of Liability**

22. IN NO EVENT SHALL THE PUBLISHER BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES, EXPENSES, LIABILITIES UNDER ANY CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, OR OTHERWISE) CAUSED THROUGH THE USE OF, OR THE INABILITY TO USE, THE PUBLISHER CONTENT, USER CONTENT, SERVICES, THIRD PARTY PRODUCTS, ANY COMPUTERS, THE SITE, OR ANY OTHER WEBSITE. IN THE EVENT THAT THE PUBLISHER IS LIABLE FOR DAMAGES DESPITE THE FOREGOING PROVISION, YOU AGREE THAT THE PUBLISHER'S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CAUSES OF ACTION IN RELATION TO THE PUBLISHER CONTENT, SERVICES, SITE, AND THE AGREEMENT, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES AND CHARGES PAID BY YOU FOR THE SERVICES TO THE PUBLISHER FOR THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME SUCH LIABILITY AROSE.
23. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE PUBLISHER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PUBLISHER CONTENT, SERVICES, SITE, OR ANY OTHER WEBSITE, EVEN IF THE PUBLISHER OR A AUTHORISED REPRESENTATIVE OF THE PUBLISHER HAS BEEN ADVISED OF, OR SHOULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.
24. You agree that the above exclusions and limitations of liability enable the Services and the Publisher Content to be provided by the Publisher at either reasonable costs or no costs to you.



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25. The Publisher may provide links to other sites ("**Linked Sites**") that may be of relevance and interest to users. The Publisher has no control over, and is not responsible for the content on the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability of any content on the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites.
26. Please do not submit any personal information or data without first reading our Privacy Policy which explains our data use and privacy practices in detail.

### **Personal Data Protection**

27. You hereby consent that The Publisher may process (defined in the Act) your personal data in accordance with the provisions of the Personal Data Protection Act 2010 ("Act") and its regulations enacted thereunder.
28. You further consent that the said personal data may be retained and/or used by the Publisher as long as necessary for the following purposes:-
- (a) to respond to your requests and queries;
  - (b) to provide goods and services to you;
  - (c) to verify and process your personal particulars and payments;
  - (d) to communicate with you;
  - (e) to enforce contractual and legal rights and obligations;
  - (f) for marketing research, user profile and statistical analysis;
  - (g) to send you information, promotions, updates, and marketing and advertising materials in relation to our goods and services and those of third party organisations;
  - (h) complying with law, the requests of law enforcement and regulatory officials, or orders of court;
  - (i) to response to requests or complaints;
  - (j) for any other purposes for which we have obtained your consent;
29. YOU HEREBY DISCHARGE THE PUBLISHER FROM ANY EXISTING AND FUTURE LIABILITIES, OBLIGATIONS AND DUTIES ARISING FROM

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### PROCESSING YOUR PERSONAL DATA.

30. You agree that the Publisher has the rights in its absolute discretion and without notice to restrict, suspend, or terminate your Account and/or your access to all or any part of the Site or Services, without giving any reason or whatsoever.
31. This Site is owned and operated by the Publisher in Malaysia. The Publisher makes no representation that the Contents of the Site are appropriate or available for use in your location. Those who choose to access this Site from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **Indemnity**

32. YOU AGREE TO INDEMNIFY AND HOLD THE PUBLISHER, AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, PARTNERS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES (INCLUDING STATUTORY LIABILITY AND LIABILITY TO THIRD PARTIES), PENALTIES, AND COSTS (INCLUDING WITHOUT LIMITATION, LEGAL COSTS ON A FULL INDEMNITY BASIS), AWARDS, LOSSES AND/OR EXPENSES, DUE TO OR ARISING OUT OF:-
  - (A) ANY USE OF THE SITE OR ANY SERVICE;
  - (B) YOUR CONNECTION TO THE SITE;
  - (C) YOUR BREACH OF ANY TERMS AND CONDITIONS OF THESE GENERAL CONDITIONS;
  - (D) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER PERSON OR ENTITY; OR
  - (E) YOUR BREACH OF ANY STATUTORY REQUIREMENT, DUTY OR LAW.

### **Miscellaneous**

33. If any provision of these General Conditions is found to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, these General Conditions shall continue in force save that such provision shall be deemed to be deleted.

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34. Nothing in these General Conditions shall constitute or be deemed to constitute an agency, partnership or joint venture between the Publisher and you and neither party shall have any authority to bind the other in any way.
35. No waiver of any rights or remedies by the Publisher shall be effective unless made in writing and signed by an authorised representative of the Publisher. Any failure by the Publisher to exercise or enforce any rights conferred upon it by these General Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
36. No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below), provided always that whenever possible, the affected party will resume that obligation as soon as the Force Majeure Event occasioning the failure ceases or abates. For purposes of this Agreement, a “**Force Majeure Event**” is an event which is a circumstance or event beyond the reasonable control of a party which affects the general public in that party’s country or in the territory, and which results in the party being unable to observe or perform on time an obligation under this Agreement. Such circumstance or event shall include industrial action or labour disputes, civil unrest, war or threat of war, criminal or terrorist acts, government action or regulation, telecommunication or utility failures, power outages, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, and general failure of public transport.
38. The Publisher reserves the right to investigate notices of copyright, trademark, and other intellectual property infringement (“Infringement”) in respect of the Publisher Content, User’s Content and other material on the Site (“Infringing Material”) and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on this Site, please notify us in writing immediately together with the relevant information of such Infringement (“Infringement Notice”) at:-
- (a) [scepaper@sinchew.com.my](mailto:scepaper@sinchew.com.my): in respect of digital replica versions of Sin Chew Daily, Sin Chew Daily (West Malaysia Edition) and/or Sin Chew Daily (East Malaysia Edition); or

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(b) [subscribe@guangming.com.my](mailto:subscribe@guangming.com.my) : in respect of Guang Ming Daily, Guang Ming Daily (Northern Edition) and/or Guang Ming Daily (Central Edition).

**39.** The Publisher will duly consider all Infringement Notices submitted in the above manner. In return, you agree that you shall not take any legal action or exercise any legal remedy you may have against the Publisher in respect of any Infringing Material, unless you have first given the Publisher the Infringement Notice and sufficient opportunity to verify and remove the Infringing Material within a reasonable time. Where the Publisher removes the Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against the Publisher under applicable law which you may have in respect of any Infringing Material appearing on the Site prior to such removal by the Publisher.

**40.** You agree that the Publisher has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on Linked Sites or other third party sites.

**41.** For any other questions or concerns about these General Conditions or any issues raised in these General Conditions or on the Site, please contact us at:-

(a) **1300-88-0023**: in respect of digital replica versions of Sin Chew Daily, Sin Chew Daily (West Malaysia Edition) and/or Sin Chew Daily (East Malaysia Edition);

(b) **013-484-6688**: in respect of Guang Ming Daily, Guang Ming Daily (Northern Edition) and/or Guang Ming Daily (Central Edition);

(c) For more information, you may also visit our websites at the following URL:-

(i) <http://scepaper.sinchew.com.my>

(ii) <http://subscription.guangming.com.my>

**42.**

These General Conditions shall be construed in accordance with the laws of Malaysia and the parties agree to submit to the non-exclusive jurisdiction of the Malaysia courts.

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