

## SUBSCRIBER TERMS AND CONDITIONS

Please read the following terms and conditions (“Subscriber Conditions”) carefully including our Privacy Policy and General Conditions (collectively known as “**Terms and 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**”).

You hereby agree to be bound by Terms and Conditions. For avoidance of doubt, in the event of any conflict, inconsistency or ambiguity, Subscriber Conditions shall govern and take precedence over the General Conditions. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE LEAVE THE SITE AND DISCONTINUE USE OF THE SERVICES IMMEDIATELY.

### **Definations**

1. 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** of the General Conditions.

“**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 or 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** of the General Conditions.

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

“**The Publisher Content**” means all Content of the Publisher that are made available on or via this Site, any of the Publisher’s website.

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“**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.

### Account

2. You agree that your Account is for your sole, personal use (or that of the entity on whose behalf you are entering into these Subscriber Conditions). You hereby agree not to:-
  - (a) share with or permit others to use your Account or Password (defined in **Clause 5**); or
  - (b) assign or otherwise transfer your Account to any other person or entity.
3. You also acknowledge and agree that any unauthorised sharing or disclosure of your Password will cause wrongful loss to the Publisher.
4. You shall provide the Publisher with accurate, complete, and up-to-date Account information and further ensure that the information is kept updated and remains current, accurate and complete. Failure to do so shall constitute a breach of these Subscriber Conditions, which may result in the restriction, suspension or immediate termination of your Account.
5. As part of the registration process for the Account, you will select a password ("**Password**") and user name ("**User Name**"). You may not:
  - (a) select or use a User Name of another person with the intent to impersonate that person;
  - (b) use a name subject to the rights of any other person without authorisation; or
  - (c) use a User Name that the Publisher, in its sole discretion, deems inappropriate or offensive.
6. You shall promptly notify the Publisher of any known or suspected unauthorised use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your Password. You shall be solely responsible

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for safeguarding and maintaining the confidentiality of your User Name and Password.

7. You shall be bound by and responsible for, and the Publisher shall be entitled to rely on, all communications transmitted through the use of your User Name and Password, and all such communications shall be deemed to be communications made and issued by you.
8. You shall be responsible for all User Content, messages, and all online activity at the Site transmitted or conducted through the use of your User Name and Password.
9. The Publisher shall have no responsibility or liability for any direct or indirect loss, damage, cost, expenses, or liabilities howsoever sustained, suffered or incurred as a result of or in connection with the wrongful or fraudulent use of your User Name and Password.
10. You agree that the Publisher reserves the right to change or re-assign User Names and/or Password(s) at its sole discretion by giving you notice. The Publisher shall not be liable for any direct or indirect loss, damage, cost or expense howsoever sustained, suffered or incurred by you as a result of such change or re-assignment.
11. Unless prior written notice of no less than thirty (30) days (or such other period specified by the Publisher) is given to the Publisher, you agree that the Publisher may automatically renew your membership or subscription account upon expiration.

### **Privacy Policy**

12. In addition to and without limiting the terms of our Privacy Policy, by providing the information requested for your Account, you hereby consent to the Publisher's use and disclosure of all such information and information relating to your use of the Site or Services for the following purposes:-
  - (a) to respond to your requests and queries;
  - (b) to provide the Services to you;
  - (c) to verify and process your personal particulars and payments;
  - (d) to communicate with you;
  - (e) to enforce these Subscriber Conditions and the General Conditions and our

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legal rights and remedies;

- (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; and
- (i) to response to requests or complaints;
- (k) for any other purposes for which we have obtained your consent;

provided that the Publisher shall not disclose credit card account information except for the purposes set out in **para (b)** and **(c)** above.

### **Rights of the Publisher**

13. You agree that the Publisher has the right in its sole and absolute discretion and without notice to:

- (a) restrict, suspend, or terminate your access to all or any part of the Services; and/or
- (b) terminate, deactivate or suspend your Account, delete your Account and all related information and files in your Account,

without assigning any reason. Without prejudice to the generality of the above, the Publisher reserves the right to deactivate your Account if it has been inactive for a period of six (6) months or more, or if you are in breach of any of our General Conditions or these Subscriber Conditions or if the Publisher believes or suspects that you have been using the Account for any unlawful and/or undesirable activities.

14. YOU ALSO AGREE NOT TO HOLD THE PUBLISHER LIABLE OR RESPONSIBLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE HOWSOEVER INCURRED BY YOU ARISING OUT OF OR IN CONNECTION WITH THE SUSPENSION AND/OR TERMINATION OF YOUR ACCOUNT.

### **Representations and Warranties**

15. You hereby represent and warrant that you have read and agree to be bound by our General Conditions as well as these Subscriber Conditions.

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16. You acknowledge that the Site and Services are used by a community of users, and you hereby agree and undertake:
- (a) to treat all users with respect and civility;
  - (b) not to annoy, pester, solicit, harass, threaten, offend, insult, abuse, defame, or injure any other users, or commit any unlawful or tortious acts against other users;
  - (c) not to spam, mail bomb, send viruses, spyware, malware, worms or other damaging material to other users, or act in any manner that adversely affects the use of the Services by other users;
  - (d) not to harvest or otherwise collect information about users, including email addresses, without the Publisher's prior written consent.
17. You agree that when using the Services:
- (a) you will only submit, upload or publish User Content in strict compliance with **Clause 19, 20, 21, 22, 23** and **24** below;
  - (b) you will not offer for sale items and/or services which are illegal, banned, unlicensed, controlled, or socially or morally reprehensible items;
  - (c) you will not offer for sale items and/or services, or submit, upload or publish User Content, in an incorrect or inappropriate category or area on the Site, including without limitation posting unauthorised advertisements in any forum, discussion or message boards that is open and accessible to users of the Services; and
  - (d) you will not alter, delete, manipulate, undermine or interfere with the listings or postings of any other Member.
18. Any infringing, fraudulent, abusive, or otherwise illegal activity, or any breach of the General Conditions or these Subscriber Conditions, shall be grounds for termination of your use of the Site and Services and/or your Account, at the Publisher's sole and absolute discretion, and you may be reported to appropriate law-enforcement agencies.
19. Without prejudice to the Publisher's rights of restriction, suspension and termination under **Clause 4** above, the Publisher reserves the right to terminate your Account and/or your access to all or any part of the Site or Services if you are in breach of any of these Subscriber Conditions or the General Conditions or if the Publisher believes that you have been using the Site or any of the Services for unlawful and/or

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undesirable activities.

### Indemnity

18. YOU AGREE TO INDEMNIFY AND HOLD THE PUBLISHER, AND ITS SUBSIDIARIES, AFFILIATES, 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 ADVERTISEMENTS, LISTINGS, POSTINGS OR USER CONTENT PLACED BY YOU;
  - (b) ANY PRODUCTS AND SERVICES OFFERED, SOLD, PROVIDED, OR ADVERTISED BY YOU;
  - (c) YOUR USE OF ANY SERVICES;
  - (d) YOUR BREACH OF WARRANTY, OR BREACH OF ANY TERMS AND CONDITIONS OF THESE SUBSCRIBER CONDITIONS; OR
  - (e) YOUR MISREPRESENTATION, FRAUDULENT ACTS, TORTIOUS ACTS, BREACH OF CONTRACT, OR VIOLATION OF ANY RIGHTS OF ANOTHER PERSON OR ENTITY.
19. Please exercise respect when participating in any community feature on the Site or the Services which permits you to upload or submit User Content.
20. You may not submit, upload or publish through the Site or the Services any User Content that is inaccurate, misleading, libellous, defamatory, threatening, pornographic, obscene, indecent, lewd, abusive, illegal, political, racist, religious, blasphemous, false, an infringement of any intellectual property rights of a third party, or would otherwise violate or encourage the violation of any law or the proprietary or other rights of any third party (individually and collectively “**Improper Works**”). Furthermore, you may not submit or publish User Content that solicits funds, or includes programs that contain viruses, Trojan horses, worms, time bombs or any other programs designed to impair the operation and functionality of the Site, Services, Servers, or any computer.

### Intellectual Property

21. If, at any time you contribute, submit, upload or post User Content to the Publisher or

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the Site or using the Services, you automatically:-

- (a) and irrevocably grant and assign to the Publisher an equal share of all intellectual property rights, title and interests (including copyright) in the User Content, in all forms and media, and in all countries of the world, to be co-owned as tenants-in-common, with full rights to use, license, exploit and enforce the said intellectual property rights and to assign the above share of co-ownership, and without any obligation for the Publisher to account to you for any proceeds thereof, and you also agree and undertake to execute at the request of the Publisher, such other instruments, assurances or documents, as may be required to vest in the Publisher, or required for the Publisher to register in any jurisdiction, all the title or rights as referred to herein. For the avoidance of doubt, and without derogation from the above, the Publisher and its affiliates, subsidiaries and subcontractors (including its Internet content hosting servers and delivery networks) shall have a non-exclusive, royalty-free, irrevocable, perpetual and worldwide right to use (including without limitation, to store, reproduce, modify, distribute, publish, display, communicate, transmit, broadcast, podcast, webcast, or broadcast) and to sub-licence the User Content whether or not in connection with the provision of the Services and/or on or via the Site, other websites, and other printed and online publications and newspapers;
- (b) represent and warrant that:-
  - (i) all such User Content are your own original works and creations and do not and will not infringe the copyright or any other intellectual property or other rights of any third party;
  - (ii) none of the User Content are proprietary or confidential;
  - (iii) none of the User Content are Improper Works, nor will they expose the Publisher to any civil or criminal proceedings in any part of the world; and
  - (iv) the use by the Publisher and other users for the purposes and in the manner set out in this **Clause 21**, and the hosting of such User Content on the Servers by the Publisher will not require any further licences or rights from, or infringe any intellectual property or other rights of, any third party; and
- (c) if the User Content constitutes or is likely to constitute “election advertising” and is contributed, submitted, uploaded or posted during the period beginning with the day the writ of election is issued for an election and ending with the start of polling day at that election (and without prejudice to **Clause 20** and the rest of this **Clause 21**), represent and warrant that:-

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- (i) if you are a candidate or an election agent, you have complied with all relevant laws and regulations in relation to such election advertising; and
  - (ii) if you are not a candidate or an election agent, you are a citizen of Malaysia, you are not contributing, submitting, uploading or posting the said User Content at some other person's direction or on some other person's behalf and you will not receive and have not agreed to receive, and have not contracted for, any money, gift, loan, property, valuable consideration, office, place or employment, for yourself or for any other person, for or in connection with the contribution, submission, uploading or posting of the said User Content.
  
- 22.** The Publisher shall at all times retains the sole discretion to remove or decline to accept any User Content from the Site without assigning any reason whatsoever. Without limiting the foregoing right, The Publisher may monitor the Site for Improper Works (but is not obliged to do so) and reserves the right to remove any User Content which the Publisher believes are Improper Works, or which is the subject of any dispute.
  
- 23.** The Publisher may in its sole and absolute discretion lift the restriction or suspension of your access to the Site, Services or Account, if the Publisher is satisfied that the User Content no longer constitutes Improper Works or is the subject of any dispute. If full payment was received by the Publisher for the display of such removed User Content, the Publisher will restore such paid User Content (provided always that such User Content is no longer deemed as Improper Works or is the subject of any dispute) on to the Site until the remaining term for its display expires. For the avoidance of doubt, the Publisher shall not be obliged to extend the term for the display of paid User Content, for the time period that such User Content was removed from the Site. In the event that the Publisher fails to restore the paid User Content for whatsoever reason, you agree that the Publisher shall only be liable to refund the amounts paid for the display and publication of such User Content, on a pro-rated basis for the remaining and unexpired term for its display.
  
- 24.** You agree to indemnify and hold the publisher, and its subsidiaries, affiliates, directors, officers, agents, co-branders or other 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 user content you submit, post to or transmit through the Site or Services.



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### Services

25. You acknowledge and agree that:-
- (a) Some Services are subject to further terms and conditions or the execution of a separate contract between the Publisher and yourself.
  - (b) The Publisher shall be entitled at any time, at its sole discretion and without prior notice, to:-
    - (i) add to, vary, terminate, withdraw or suspend the whole or any part or feature of any Service; and/or
    - (ii) add new Services.
  - (c) Where new Services are added, these Subscriber Conditions and the General Conditions will also apply to such new Services, in addition to any further terms and conditions notified to you.
26. The terms and conditions governing the subscription of the print content of the Publisher including, but without limitations to any print newspapers of the Publisher, shall be governed by the terms and conditions of subscription of print content (“**Print Content Terms and Conditions**”).
27. The terms and conditions governing the subscription of the apps service of the Publisher shall be governed by the terms and conditions of apps service (“**Apps Service Terms and Conditions**”).
28. The Publisher may offer a package deal for subscribing to a combination of certain Publisher Print Content and/or App Services on or via the Site (“**Package Subscription**”). The terms and conditions governing each component of the Package Subscription are hereby incorporated by reference pursuant to **Clauses 26** and/or **27** unless and except to the extent that there is any conflict or inconsistency with this **Clause 28, 29** and **30**, the later shall prevail and govern.
29. You agree to pay any subscription fees and other charges for the Package Subscription at the rates in effect when the fees and charges are incurred (“**Package Fees**”). No cancellation or early termination of the Package Subscription by you is allowed, and subject to **Clause 33 and Clause 34**, all Package Fees paid for the Package Subscription are non-refundable. In the event of any cancellation or early termination of the Package Subscription by you, the Publisher shall be entitled to recover the unpaid balance of the Package Fees from you.

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- Unless otherwise indicated, the Package Subscription will automatically renew for further period(s), each equivalent to the duration of the contracted subscription period, (each a “**Renewal Term**”) and you agree to be charged the Package Fees for the Renewal Term using the payment method currently associated with your Account, if any. You may cancel the automatic renewal at least seven (7) days or such other period specified by the Publisher before the expiry of the current subscription period, by notifying the us at:-
- 30.**
- (a) [subscribe@sinchew.com.my](mailto:subscribe@sinchew.com.my) : in respect of 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
  - (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).
- 31.** The Publisher may offer the use of any Service, subject to payment of a fee or other charges to the Publisher. If you wish to use such Service, you shall make full and prompt payment to the Publisher of the applicable fees in accordance with the payment terms specified by the Publisher at the point of transaction. Unless otherwise stated, all fees are quoted in Ringgit Malaysia.
- 32.** You acknowledge and agree that the Publisher in its sole and absolute discretion may now or in the future impose a fee or vary any fee for any Service by notifying you.
- 33.** In the event that any fee for any Service is stated erroneously on the Site or otherwise, as determined in the sole discretion of the Publisher, the Publisher:-
- (a) is not obliged to provide the Service to you at the erroneous fee; and
  - (b) shall be entitled to rectify such error by giving you written notice of the error and of the correct fee.
- If you do not agree to make payment of the correct fee after being notified, you may terminate the Service and the Publisher shall refund any fees paid by you to the Publisher on a pro-rated basis for the remaining and unexpired portion of the term for such Service, as your sole remedy.
- 34.** In the event that the Publisher terminates or withdraws the operation of any Service,

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the Publisher may (but is not obliged to) refund any fees paid by you to the Publisher, on a pro-rated basis for the remaining and unexpired portion of the term for such specific and relevant Service.

35. If your Account is terminated at any time by the Publisher for breach of the Agreement, or if you cancel any payable Service, you shall not be entitled to any refund of any fees that have been paid to the Publisher and shall be liable to pay the Publisher the unpaid balance of the full amount of the agreed fees for the Service.
36. Your use or access of certain Services or the Publisher Content may require payment of additional charges to other third party service providers, including your telecommunications service provider or mobile service provider. You shall be solely responsible for the payment of any applicable telecommunications charges, data charges or other charges incurred in connection with your use or access of the Services or Publisher Content. You should check with your relevant third party service provider(s) if any such additional charges are applicable, prior to using, accessing or purchasing any Service or Publisher Content.
37. You acknowledge that the Publisher may be required under applicable law or upon the receipt of legitimate instructions from government authorities, to carry out acts in breach of the terms of this Agreement, and you hereby agree not to hold the Publisher liable or responsible for any such breach of the Agreement.

### **Records**

38. You hereby agree that:-
  - (a) All records of the Publisher relating to the Services, your use or access of the Services or the Site, your Account, your particulars, any Content, or this Agreement (collectively “**Records**”), though in electronic form, are written documents, and you shall not dispute or challenge the validity or enforceability of any Record on the grounds that it is not a written document, is in electronic form, or was produced by or is the output of a computer system, and you hereby waive any such right you may have at law; and
  - (b) the Records, though in electronic form, are original documents, and you will not challenge the admissibility of any Record on the grounds that it is made in electronic form.

### **Contact**

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38. For any other questions or concerns about these terms and conditions or any issues raised in these Subscriber 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:-
    - (i) <http://scepaper.sinchew.com.my>
    - (ii) <http://subsription.guangming.com.my>

### **Governing Law**

39. These Subscribers Conditions shall be construed in accordance with the laws of Malaysia.

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