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# Terms & Conditions

#### Last updated on: 30 May, 2019

## TERMS AND CONDITIONS OF asiatimes.com AGREEMENT

asiatimes.com is an internet-based online information and communication service provided by Asia Times (Hong Kong) Limited (as defined in Clause 1 of this asiatimes.com Agreement). Please read the terms and conditions of this asiatimes.com Agreement (as defined in Clause 1 of this asiatimes.com Agreement) carefully before accessing and/or using the asiatimes.com Service (as defined in Clause 1 of this asiatimes.com Agreement). These terms and conditions are only available in the English language. By accessing, continuing to access to, using and/or continuing to use the asiatimes.com Service irrespective of the delivery platform or device you use to access it, you agree to abide by the terms and conditions of this asiatimes.com Agreement. If you do not agree with the terms and conditions of this asiatimes.com Agreement, you should not access or use any of the asiatimes.com Service.

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## 1. DEFINITIONS

The following definitions should apply in this asiatimes.com Agreement unless otherwise stated.

“Computer” means your computer, notebook, personal digital assistant, tablet, mobile phone, smartphone, television and/or other electronic device now known or later developed used to access and/or use the asiatimes.com Service.

“Content” means the data, information, materials, text, songs, audio, video, photos, graphics, charts, maps, messages, blogs, ideas, comments, suggestions and/or other content.

“Discussion Forum” means the online discussion forum(s) and blog(s) on the asiatimes.com Website.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Asia Times” means individually and collectively Asia Times (Hong Kong) Limited and/or its ultimate holding company(ies), holding company(ies), subsidiaries, affiliates and subsidiaries of each of such ultimate holding company(ies) and holding company(ies).“Asia Times Content” means all Content that Asia Times makes available or presents on the asiatimes.com Service.

“asiatimes.com Agreement” means this asiatimes.com online service agreement setting out the terms and conditions of a legally binding agreement between you and Asia Times and governing your access to, continuance of access to, use of and/or continuance of use of the asiatimes.com Service.

“asiatimes.com Service” means online information and communication service which is available for viewing or otherwise by accessing the Content on the asiatimes.com Website and/or through its mobile websites, applications, newsletters and/or other news aggregators and/or for access to and use of the Discussion Forum, where applicable, subject to the terms and conditions of this asiatimes.com Agreement.

“asiatimes.com Website” means the Asia Times website at [www.asiatimes.com](https://www.scmp.com/).

“Third Party Content” means products and services of third parties which are and/or have been advertised or presented on the asiatimes.com Service.

“Third Party Products” means products and services of third parties which are and/or have been advertised or presented on the asiatimes.com Service.

“Your Content” means all the Content that you have made available or presented on the asiatimes.com Service.

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## 2. USAGE

2.1 Anyone is entitled to use for free the asiatimes.com Service subject to the terms and conditions of this asiatimes.com Agreement.

2.2 By accessing to, continuing to access to, using and/or continuing to use the asiatimes.com Service, you agree to be bound by all the terms and conditions of this asiatimes.com Agreement throughout the access to and/or use of the same.

2.3 Asia Times reserves the right to modify any terms and conditions of this asiatimes.com Agreement and/or any features of the asiatimes.com Service from time to time. Such modification shall be effective and replace any previous terms and conditions of this asiatimes.com Agreement and/or any previous features of the asiatimes.com Service immediately upon posting of the modified asiatimes.com Agreement and/or features of the asiatimes.com Service without notifying you.

2.4 Asia Times reserves the right to change, alter and/or modify the design, layout, pages, look and feel and/or any other aspects or features of the asiatimes.com Service and/or the asiatimes.com Website from time to time. Asia Times further reserves the right to discontinue all or part of the asiatimes.com Service from time to time without notifying you.

2.5 You agree to review this asiatimes.com Agreement periodically to ensure that you are aware of any modifications. Your continued access to and/or use of the asiatimes.com Service shall be deemed your conclusive acceptance of the modified asiatimes.com Agreement.

2.6 Asia Times may also impose limits on certain features and services in respect of the asiatimes.com Service.

2.7 You represent that you have read and agree to be bound by Asia Times’s Privacy Policy at

[www.asiatimes.com/privacy-policy](https://www.scmp.com/privacy-policy).

## 3. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

### 3.1 Your Content

3.1.1 You retain the intellectual property rights that you may or should have in Your Content.

3.1.2 By posting Your Content on the asiatimes.com Service, you automatically grant Asia Times a perpetual, irrevocable, non-exclusive, royalty-free, worldwide and sub-licensable right and licence to: (i) use, copy, edit, adapt, publish, translate, create derivative works from, make available, communicate and distribute Your Content (in whole or` in part), its edited, adapted, translated versions and/or such derivative works; and/or (ii) incorporate the same in other works in any forms, media or technologies now known or later developed.

3.1.3 In respect of the right and licence as referred to in Clause 3.1.2 of this asiatimes.com Agreement, you represent and warrant that:

(a) you are the sole owner of Your Content and have the full legal right and authority to grant such right and licence;

(b) all of Your Content are your original works and creations and shall not infringe the intellectual property and/or related rights of any third parties including copyrights, trademarks or other personal or proprietary rights or contravene or violate any applicable laws or regulations; and

(c) all of your Content will not contain libelous, defamatory or otherwise unlawful material.

### 3.2 Asia Times Content

3.2.1 All intellectual property rights in the Asia Times Content, including but not limited to the copyright in the compilation of all Content on the asiatimes.com Service, shall remain with Asia Times.

3.2.2 You shall not use, edit, copy, publish, adapt, translate, make derivative works from, distribute or otherwise all or part of the Asia Times Content or decompile, reverse engineer or otherwise attempt to discover the source codes of any Asia Times Content available on the asiatimes.com Service unless otherwise permitted in advance by Asia Times in writing.

3.2.3 You shall not assist or facilitate any third party to make use of any Asia Times Content in any manner that constitutes any infringement of Asia Times’s intellectual property and/or related rights, including but not limited to “framing”, downloading or establishing unauthorized link(s) to any part of the Content on your or any third party’s website(s) or platform(s).

3.2.4 The domain name(s) on which the asiatimes.com Service is/are hosted is/are the sole property of Asia Times. You shall not use or otherwise adopt the same or similar name(s) for your own use or for any third party’s use.

3.2.5 The trademarks, logos, service marks and other marks of Asia Times (“Asia Times Marks”) displayed on the asiatimes.com Service are the sole property of Asia Times. You are not permitted to use any Asia Times Marks without the prior written approval of Asia Times.

### 3.3 Third Party Content

3.3.1 The trademarks, logos, service marks and other marks of any third parties (“Third Party Marks”) and all Third Party Content remain the sole property of the relevant third party(ies).

3.3.2 In respect of the Third Party Marks, you are not permitted to use any of the same or the name of such third party(ies) without the prior written approval of such relevant third party(ies).

3.3.3 You shall not use, edit, copy, publish, adapt, translate, make derivative works from, distribute or otherwise all or part of the Third Party Content or decompile, reverse engineer or otherwise attempt to discover the source codes of any Third Party Content available on the asiatimes.com Service unless otherwise permitted in advance by such relevant third party(ies) in writing.

## 4. ONLINE DISCUSSION FORUM

### 4.1 Registration

4.1.1 Requirement for Registration

(a) You have to be at least 18 years old to participate in the Discussion Forum.

(b) You must register as a member before you can use the Discussion Forum.

4.1.2 Registration Information and Password

As part of the registration process, you will select a password and a username. You also have to give Asia Times certain registration information, all of which must be true, accurate and updated. You must not (i) select or use a username of another person with the intent to impersonate that person; (ii) allow any third party to use your username and/or password or otherwise use your Discussion Forum account (“Discussion Forum Account”); or (iii) use a username that Asia Times, at its sole discretion, deems offensive.

Failure to comply with the foregoing shall constitute a breach of this asiatimes.com Agreement, which may result in immediate termination of your Discussion Forum Account.

You shall be responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of Asia Times. You shall immediately notify Asia Times of any changes of address or any other particulars provided to Asia Times which may affect the use of the Discussion Forum Account or any part thereof. On Asia Times’s request, you shall provide Asia Times with information relating to you and your use of the Discussion Forum Account reasonably required by Asia Times: (a) to assist Asia Times in complying with Asia Times’s obligations under any applicable laws; (b) to report to any governmental authorities or agencies and/or regulatory authorities regarding compliance with those obligations; and (c) to assess whether or not you have complied, is complying and will be able to continue to comply with all of your obligations under this asiatimes.com Agreement.

You represent and warrant that your personal data and other information provided to Asia Times for registration of and use of the Discussion Forum Account purpose are true, accurate and updated. By registering for accessing to, continuing to access to, using and/or continuing to use the Discussion Forum Account, you agree to be bound by all the terms and conditions of this asiatimes.com Agreement throughout the registration process of, access to and use of the same. Acceptance of your registration of the Discussion Forum Account is at the sole discretion of and subject to confirmation by Asia Times. In this regard, Asia Times has the sole and full discretion and its determination shall be final.

4.1.3 Reasons for Registration Requirement

Your registration is a pre-requisite for using the Discussion Forum. This is to ensure that you are a “real” person and that you agree to all the terms and conditions of this asiatimes.com Agreement. Such registration requirement is also intended to ensure that you take responsibility for your comments and suggestions.

4.1.4 Suspension or Termination of the Discussion Forum Account

Asia Times reserves the right to either suspend or terminate your Discussion Forum Account in the event that you breach any of the terms and conditions of this asiatimes.com Agreement or contravene or violate any applicable laws or regulations in respect of your use of the Discussion Forum Account.

### 4.2 Comments/Suggestions and Language

4.2.1 Types of Comments/Suggestions Not Allowed

You hereby agree and undertake not to make the following comments/suggestions on the Discussion Forum including but not limited to:

(a) Defamatory, insulting, obscene, racist, sexist and homophobic comments/suggestions.

(b) Speech, attacks and remarks which appear to be threatening, abusive, offensive or arousing hatred or discrimination;

(c) Impersonations, illegal comments/suggestions or comments/suggestions which violate or encourage the violation of any laws or the propriety(ies) or other right(s) of any third party(ies).

In this regard, Asia Times has the sole and full discretion and its determination shall be final.

4.2.2 Types of Language Not Allowed

You also agree and undertake not to make any comments/suggestions on the Discussion Forum which consist of vulgar, profane, crude, violent or hostile language or swearing. In this regard, Asia Times has the sole and full discretion and its determination shall be final.

### 4.3 Proper Use

4.3.1 No Commercial Use or Investigation

You must not use the Discussion Forum for:

(a) the promotion of any products or services or for any other commercial purposes;

(b) any sponsorship, petition, campaign or chain message;

(c) an investigation, e.g. tracing the whereabouts of a person.

In this regard, Asia Times has the sole and full discretion and its determination shall be final.

### 4.4 Moderation

4.4.1 Right to Moderate

Asia Times reserves the right to moderate any comments, suggestions and other information which have been posted or made available on the Discussion Forum. In this regard, Asia Times has the sole and full discretion and its determination shall be final.

4.4.2 Reasons for Moderation

The Discussion Forum is intended to be an engaging and informative platform for Asia Times’s readers to discuss and debate a wide variety of topics. By moderating the submissions made to the Discussion Forum, Asia Times creates a space where different perspectives and well-informed opinions can be exchanged in a respectful and civilized manner.

4.4.3 Editing and Removal of Content

Asia Times reserves the right to edit or remove part or all of the Content and/or any other information on the Discussion Forum which violate(s) the terms and conditions of this asiatimes.com Agreement or which, in the sole opinion of Asia Times, appear(s) to be inappropriate for display on the Discussion Forum. In this regard, Asia Times has the sole and full discretion and its determination shall be final.

4.4.4 Moderation Request from Readers

You can flag a comment/suggestion on the Discussion Forum for Asia Times’s review or moderation, state the reasons you believe it should be removed and submit a report to Asia Times if you find the comment/suggestion:

(a) to be in breach of any of the terms and conditions of this asiatimes.com Agreement;

(b) to be inappropriate for posting on or abusing the space available in the Discussion Forum.

In this regard, Asia Times has the sole and full discretion and its determination shall be final.

## 5. PRIVACY OF PERSONAL DATA

All information received by Asia Times from your use of the asiatimes.com Service will be used by Asia Times in accordance with its Privacy Policy. Please read Asia Times’s Privacy Policy at

[www.asiatimes.com/privacy-policy](http://www.asiatimes.com/privacy-policy) for details of how Asia Times may process your personal data.

## 6. DISCLAIMER OF WARRANTIES

6.1 asiatimes.com Service and Computer

Asia Times makes no representation or warranty that:

(a) the access to, use of and functioning of the asiatimes.com Service and the availability of any Content on the same will be timely, uninterrupted, without error or omission; and free of viruses or other harmful components;

and

(b) the view of any Content in or with any Computer will not affect the functionality or performance of the Computer.

6.2 Content

Asia Times makes no representation or warranty regarding the view of or the results of the view of any Content on the asiatimes.com Service in terms of its correctness, accuracy, reliability, usefulness, timeliness or otherwise.

6.3 Third Party Content

Asia Times makes no representation or warranty regarding the view of or the results of the view of any Third Party Content on the asiatimes.com Service, the asiatimes.com Website or websites linked from the asiatimes.com Website in terms of its correctness, accuracy, reliability, usefulness, timeliness or otherwise.

6.4 Asia Times Content

Asia Times makes every effort to ensure that all Asia Times Content on the asiatimes.com Service is accurate and complete to the best of Asia Times’s knowledge. However, Asia Times provides the Asia Times Content for informative purposes and on an ‘as is” basis only. Asia Times disclaims all warranties, express or implied, including but not limited to the implied warranties of satisfactory quality, merchantability and fitness for a particular purpose or the warranty of non-infringement to the extent permissible under law.

6.5 Professional or Expert Advice

The data, information and/or any Content made available on the asiatimes.com Service are of a general nature and do not purport to contribute an offer or a provision of any professional or expert advice. You should consult a qualified professional adviser or expert to obtain independent advice and verification of the information and data contained in the asiatimes.com Service as necessary.

6.6 Third Party Products

You acknowledge and agree that Asia Times does not endorse or recommend and has no control over the Third Party Products which are advertised or made available on the asiatimes.com Service, the asiatimes.com Website or websites linked from the asiatimes.com Website.

6.7 View of Information on the asiatimes.com Website

You agree that all Content, statements, information, opinions, comments, suggestions and/or materials from Asia Times, other readers, other users, third parties and advertisers on the asiatimes.com Service and the asiatimes.com Website should be viewed and relied upon only with care and discretion and at your own risk. Asia Times shall not be responsible for any loss or liability incurred by you arising from such view or reliance.

## 7. LIMITATIONS OF LIABILITY

7.1 In no event shall Asia Times be liable to you or you shall hold Asia Times liable for any losses, damages, liabilities and expenses under any causes of action (whether in contract or tort or otherwise) caused by the access to or use of, or inability to access to or use of, the asiatimes.com Service, and/or caused by the view of, or inability to view of, the Content, Your Content, Asia Times Content, Third Party Content and/or the asiatimes.com Website.

7.2 Your Content

You acknowledge and agree that: (i) you shall be solely and fully responsible for Your Content and any related consequences including but not limited to any third party claims arising from or in connection with the same; and (ii) Asia Times shall not be liable in any manner.

7.3 Third Party Content

Asia Times shall not be liable in any way for the Third Party Content including but not limited to its accuracy, completeness, usefulness, relevance, timeliness or otherwise.

7.4 Force Majeure

Asia Times shall not be liable for any failure or delay in performance of its obligations under this asiatimes.com Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, typhoons, rainstorms, virus outbreak, government restrictions, strikes, wars, network failures or telecommunications failures.

7.5 Under no circumstance shall Asia Times be liable for any indirect, special, consequential or incidental damages arising or resulting from the access to or use of, or inability to access to or use of, the asiatimes.com Service, or the view of, or inability to view of, Content, Your Content, Asia Times Content, Third Party Content and/or the asiatimes.com Website.

### 8. ACCESS TO AND AVAILABILITY OF asiatimes.com SERVICE AND LINKS

The asiatimes.com Service contains links to other related world wide web internet sites, resources, and sponsors of Asia Times. Since Asia Times is not responsible for the availability of these outside resources, or their content, you should direct any concerns regarding any external links to the site administrators or webmasters of such sites.

### 9. HACKING, DISRUPTION AND IMPAIRMENT

You hereby undertake not to hack into, interfere with, disrupt, disable or otherwise impair the proper working of the asiatimes.com Service including but not limited to reprogramming, reverse engineering, decoding, tampering, sniffing and session hacking.

### 10. SECURITY

10.1 You shall notify Asia Times’s Customer Service at [digitalsupport@asiatimes.com](mailto:digitalsupport@asiatimes.com) of any known or suspected unauthorised access(es) to and/or use(s) of your Discussion Forum Account and/or the asiatimes.com Service; and/or any known or suspected breach(es) of security, including but not limited to loss, theft, unauthorised disclosure(s) and/or use(s) of your Discussion Forum Account password, and/or unauthorised access(es) to and/or use(s) of your Discussion Forum Account.

10.2 You are responsible for all accesses to, usages of or activities on your use of the asiatimes.com Service. Any fraudulent, abusive, or otherwise illegal activity(ies) may be grounds for termination of your access to and/or use of the asiatimes.com Service, at Asia Times’s sole discretion, and Asia Times may refer you to appropriate law enforcement agencies.

## 11. COMMUNICATIONS BETWEEN Asia Times AND READERS

11.1 You agree that Asia Times may send electronic mail(s) or digital message(s) to you for the purpose of informing you of changes or additions to the asiatimes.com Service and other matters relating to your access to and/or use of the asiatimes.com Service.

11.2 Asia Times reserves the right to gather and use information about your access(es), usage(s) and demographics, and agree to maintain your data privacy, in accordance with Asia Times’s Privacy Policy, the Personal Data (Privacy) Ordinance, and all relevant applicable data protection and privacy laws and regulations in force from time to time. For more information please read the Asia Times’s Privacy Policy at [www.asiatimes.com/privacy-policy](https://www.scmp.com/privacy-policy).

## 12. SOFTWARE LICENCES

You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access to and/or use the asiatimes.com Service (“Access Software”). You may not sub-license, assign or transfer any licenses granted by Asia Times, and any attempt at such sub-license, assignment or transfer shall be null and void. You may not otherwise copy, distribute, modify, reverse engineer, use, or create derivative works from the Access Software.

## 13. TERMINATION OF asiatimes.com SERVICE

13.1 Asia Times may (i) deactivate or suspend the asiatimes.com Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to and/or use of any of the asiatimes.com Service with or without notice to you if Asia Times is of the sole opinion that such action is appropriate as a result of your access to and/or use of the asiatimes.com Service; (iii) take any steps or omit to take any steps, with or without notice to you, for any reason Asia Times deems relevant to the management or the operation of any of the asiatimes.com Service and Asia Times’s business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the asiatimes.com Service or any part thereof.

13.2Asia Times may, upon discovery of any suspected or actual, fraudulent, deceptive, unlawful or improper use of the asiatimes.com Service by you, suspend your access to and/or use of any or all of the asiatimes.com Service temporarily or permanently.

13.3 This asiatimes.com Agreement may be terminated by Asia Times for any reason at any time.

13.4 Termination under the provisions of this asiatimes.com Agreement shall not affect Asia Times’s rights in relation to any antecedent breach(es) or liability(ies) incurred prior to the date of termination nor shall it affect the coming into force or the continuance in force of any provision contained in this asiatimes.com Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. All remaining benefits (whether monetary or non-monetary) that you may enjoy under this asiatimes.com Agreement as at the date of termination shall be forfeited absolutely.

## 14. LEGAL AND REGULATORY COMPLIANCE OBLIGATIONS

You acknowledge that Asia Times may be required under applicable laws and/or regulations and/or upon receipt of instructions from governmental authorities or agencies and/or regulatory authorities to carry out acts which may be in breach of any of the terms and conditions of this asiatimes.com Agreement. In this connection, you agree not to hold Asia Times liable or responsible.

## 15. WRITTEN EVIDENCE

15.1 You hereby agree that all records of Asia Times relating to the asiatimes.com Service, to your access to and/or use of the asiatimes.com Service, your Discussion Forum Account and/or your particulars, to your view of any Content on the asiatimes.com Website, and/or to the terms and conditions of this asiatimes.com Agreement (collectively the “Records”), which despite being in electronic or digital form, are deemed to be written and original documents.

15.2 You shall not dispute or challenge the validity, enforceability or admissibility of any Records on the grounds that it/they is/are not a written or original document(s), is/are in electronic or digital form, or was/were produced by or is/are the output of a Computer; and you hereby waive any such right you may have under law.

## 16. INDEMNITY

You agree to indemnify Asia Times and its employees, officers, agents, contractors, readers and users and hold them harmless from and against all losses, claims, demands, actions, proceedings, costs (including but not limited to legal costs) and liabilities (including but not limited to statutory and tortuous liabilities) which may be suffered by or brought against Asia Times and its employees, officers, agents, contractors, readers and users arising from or in connection with:

(a) your connection to the asiatimes.com Website;

(b) your access to and/or use of the asiatimes.com Service and/or your posting of any Content on the asiatimes.com Service;

(c) your breach of any of the terms and conditions of this asiatimes.com Agreement, including but not limited to any representations and warranties given by you;

(d) your contravention of any applicable laws or regulations; and/or

(e) your violation of the rights of any person(s) and/or entity(ies).

## 17. GENERAL

17.1 Asia Times shall have the right to sub-license, sub-contract, assign or transfer its rights and obligations in this asiatimes.com Agreement to any third party at its sole and absolute discretion.

17.2 No failure on the part of Asia Times in exercising any right, power or privilege and no course of dealing between you and Asia Times shall operate as a waiver thereof, nor shall any single or partial exercise of its right, power or privilege under this asiatimes.com Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.3 If any term or provision of this asiatimes.com Agreement is not applicable or held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent permissible be deemed not to form part of this asiatimes.com Agreement, but the validity and enforceability of the remainder of this asiatimes.com Agreement shall not be affected.

17.4 Asia Times and you expressly agree and acknowledge that the terms and conditions of this asiatimes.com Agreement shall not be enforceable by and do not confer any right on any person entity or third party who is not a party to this asiatimes.com Agreement.

17.5 This asiatimes.com Agreement shall be governed by and construed in accordance with the laws of Hong Kong. You agree that any action arising under this asiatimes.com Agreement shall be submitted to the non-exclusive jurisdiction of Hong Kong courts.

17.6 For enquiries, please contact Asia Times at newsletter@asiatimes.com