

## **Terms of Use**

This Terms of Use Agreement ("Agreement") governs your use of Akhbar Digital Utusan Service. By using Akhbar Digital Utusan website and the services offered herein, you indicate your acceptance to be bound by this Terms of Use Agreement.

### **Definitions**

Akhbar Digital Utusan Service or the "Service" is the internet-based digital service owned by Utusan Melayu (Malaysia) Berhad and operated by Utusan Melayu (Malaysia) Berhad which publishes the digital newspapers of Utusan Malaysia and Mingguan Malaysia.

"We", "Our", "Us" means Utusan Melayu (Malaysia) Berhad and Akhbar Digital Utusan website. We provide you with the capability to read online electronic versions of publications. Akhbar Digital Utusan Website located at <http://e.utusan.com.my/> or can be downloaded via "Utusan Malaysia Apps" application onto supporting Android or iOS devices.

"You" means a customer of Akhbar Digital Utusan Service (to the exclusion of business users) and/or visitor of Akhbar Digital Utusan Website.

"Account" means your Akhbar Digital Utusan service account, including user name and password information.

### **Security**

You are responsible for providing accurate registration information and for updating it as required. You are responsible for maintaining the confidentiality of your password. Our current Privacy Policy is available at <http://e.utusan.com.my/>

### User Responsibilities

You may only use Akhbar Digital Utusan Service (a) for lawful purposes, and (b) in accordance with this Agreement. You may not restrict or inhibit any other person from using or enjoying Akhbar Digital Utusan Service. You will not use Akhbar Digital Utusan Service in jurisdictions where such use is prohibited by applicable law. Akhbar Digital Utusan Service is provided for personal use only. You should not misuse the Akhbar Digital Utusan Service for immoral activities. You may also not infringe any copyright and intellectual property rights belonging to us and third parties. You understand that you will receive exactly the same content as printed edition of your subscribed or purchased copy and it may include such other supplements as may be included into the printed edition from time to time.

### Changes to Akhbar Digital Utusan Service and Pricing

We may, at any time, change or discontinue any aspect or feature of Akhbar Digital Utusan Service, including content, subscription plans and features, pricing, hours of availability, equipment or the software needed for access or use. Without limiting our rights, we reserve the right to impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.

### User Generated Contact

The Service may provide features that allow you to post messages and content, to interact with us and other users and to upload files, documents, URLs or other materials (collectively, "Submissions"). When using any of the features of the Service which allow you to post, upload or make Submissions, it is a condition of your use of the Service that you observe the rules of network etiquette and that you do not: (i) restrict or inhibit any other user from using and enjoying the Service, interfere or attempt to interfere with the proper workings of the site or do anything which in our sole discretion imposes an unreasonable or disproportionately large load on our Service infrastructure; (ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any Submission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state,

provincial, national or international law or regulation; (iii) post or transmit any Submission, including, without limitation, articles, images, stories, software or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder; (iv) post or transmit any Submission that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; (v) post or submit any Submission which solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (vi) post or transmit any Submission which contains a virus or other harmful component, or provides or creates computer viruses; (vii) post or transmit junk mail, chain letters, unsolicited mass mailing or spam; or (viii) use the Service for commercial purposes, including, without limitation, posting, uploading or transmitting any Submissions which contain advertising or which engage in commercial activities and/or sales, or which involve contests, sweepstakes, barter, advertising, and/or pyramid schemes.

By posting or uploading Submissions to the Service, you grant us a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide licence to: (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such Submissions for any purpose; and (ii) to sub-licence to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above licence, you hereby (i) agree to waive all moral rights in any Submission in our favour; (ii) consent to your Personal Profile Information appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission; (iii) acknowledge and agree that we are not responsible for any loss, damage, or corruption that may occur to your Submissions; and (iv) acknowledge and agree that any Submissions you provide for display on the Service will be considered non-confidential.

Either Utusan Melayu (Malaysia) Berhad, or any third-party provider of information, may review Submissions before they are posted, and may refuse to post any Submission to the Service. Furthermore, Utusan Melayu (Malaysia) Berhad and any third-party provider of information

reserve the right, in our sole discretion, to edit or remove any Submission, whether or not the Submission is in violation of the provisions hereof or otherwise objectionable.

Neither Utusan Melayu (Malaysia) Berhad, nor any third-party providers of information are responsible for the content of any Submission. Submissions represent the views and opinions of the person(s) posting the Submission and do not represent the views or opinions of Utusan Melayu (Malaysia) Berhad, or respective author(s), or publisher(s). While we are under no obligation to investigate any complaint regarding any Submission, Utusan Melayu (Malaysia) Berhad and any third-party provider of information may, in our sole discretion, investigate complaints and take any actions we deem appropriate in the circumstances, including, without limitation, removing the offending communication from the Service and terminating the submitting party's right to access and use the Service (or any portion thereof).

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We will not be responsible for the conversion rate imposed for payment made in Ringgit Malaysia ("RM"). If your bank or credit card company converts RM to your local currency, the resulting price may fluctuate depending on the changes of the conversion rate. Your credit card company may charge you a fee for this service. Utusan Melayu (Malaysia) Berhad is not responsible for any fees that your bank or credit card company charges for performing currency conversion, conversion rate or changes in the conversion rate.

### Akhbar Digital Utusan Auto-Renew and Cancellation Policy

All subscription plans to Akhbar Digital Utusan Service are non-auto-renewal. However, you may renew your subscription by notifying us at least 14 days prior to the expiry of your subscription term. You are not allowed to cancel or terminate the subscription before the expiry

of your subscription term. We do not guarantee for any refund of any of the unused subscription fee.

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#### Indemnification

You agree to defend, indemnify and hold harmless Utusan Melayu (Malaysia) Berhad, its subsidiaries, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including legal fees, arising out of your use or inability to use Akhbar Digital Utusan Service. You agree to fully cooperate as reasonably required in the defence of any such claim.

#### Monitoring

We have the right, but not the obligation, to monitor Akhbar Digital Utusan Service (i) to determine compliance with this Agreement; and (ii) to satisfy any law, regulation or authorized government request. Without limiting the foregoing, we shall have the right to remove any

content that we, in our sole discretion, find to be in violation of the provisions hereof or otherwise objectionable.

### Revisions to the Terms of Use

Akhbar Digital Utusan shall have the right at any time to amend, change modify and/or alter this Agreement. You will be effectively notified when:

(i) we prominently display the revised Terms of Use Agreement on the Akhbar Digital Utusan website; or

(ii) you are notified by any other means that would make a reasonable person aware of the new Terms of Use Agreement.

Your continued use of Akhbar Digital Utusan Service after notice of the new agreement constitutes your acceptance of the new agreement.

### Termination

Either party may terminate this Agreement at any time. Without limiting the foregoing, we have the right to immediately terminate your Account in the event that you breach this Agreement. If your Account is terminated, you will remain responsible for all charges incurred up to the time of the termination. We will not refund any unused subscription fee nor deposit (where applicable) in the event you terminate this Agreement.

### Miscellaneous

This Agreement and any operating rules for Akhbar Digital Utusan Service constitute the entire agreement between us with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter. This Agreement shall be construed in accordance with the laws of Malaysia. For any legal action or other proceeding arising from or relating to this Agreement, you hereby irrevocably agree to personal



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