



KLIK ARCHIVE GENERAL TERMS AND CONDITIONS

1. "KLIK" is the oldest and most comprehensive newspaper archive in Malaysia, with a unique collection of news articles and photographs of publications known as "New Straits Times", "Berita Harian", "Harian Metro" and "BBExpress" (collectively, "Publications") stretching back to year 1845.
2. This "General Terms and Conditions" shall apply to any and all transactions pertaining to KLIK, and shall be taken to be read and construed as an essential part of any and all written instruments (including but not limited to any quotations and proposals) (collectively, "Contract") issued by Media Prima Omnia Sdn. Bhd. (Registration No. 199701021126 (436623-M) ("Omnia").
3. The New Straits Times Press (Malaysia) Berhad (Registration No. 196101000449 (4485-H)) ("NSTP") is the proprietor of all copyrights and other intellectual property rights pertaining to all "KLIK ARCHIVE" materials of the Publications on "KLIK REPOSITORY" (including but not limited to digital, print, microfiche, microfilm, negative, image, article and page).
4. Omnia, a wholly-owned subsidiary of Media Prima Berhad (Registration No. 200001030368 (532975-A)) ("Media Prima"), is an integrated solution provider that offers creative services and integrated marketing solutions across all media platforms of Media Prima and its group of companies, including but not limited to NSTP. Omnia is also authorised to manage NSTP's "KLIK ARCHIVE" materials on "KLIK REPOSITORY".
5. Subject to all relevant processes and procedures of Omnia, the Contract is to record and grant to the client of KLIK (as indicated in the Contract and approved by Omnia) ("Client"), the revocable, conditional and non-exclusive license to use the digital image and/or printed copy of KLIK ARCHIVE (as applicable) based on the purchase of the license of the selected KLIK ARCHIVE from KLIK REPOSITORY ("License") in consideration of the license fee payable to Omnia by the Client.
6. Subject to the full payment of the license fee by the Client, the License herein granted to the Client shall be solely used by the Client for the purpose(s) stated below (as applicable based on the selection made by the Client):-
 - (a) Personal use; and/or
 - (b) Internal corporate use; and/or
 - (c) Specific campaign and/or project,collectively, "Purpose".
7. The License is **non-transferable** and **non-sublicensable** to any third party and shall strictly be used for **non-commercial purposes only**.
8. Any alteration, copy, manipulation, distribution and/or reproduction of any KLIK ARCHIVE (including but not limited to the reproductive and photomechanical prints of the digital images), in whole or in part for any purposes other than for the Purpose shall be strictly prohibited.
9. Commercialisation activities and transactions of any KLIK ARCHIVE, including but not limited to the sale, production of merchandise created from KLIK ARCHIVE or any part thereof are not permitted at all times.
10. Any publication of any KLIK ARCHIVE in any form on whichever platforms or mediums is not permissible at all times.
11. Any and all intellectual property rights in respect of KLIK ARCHIVE, including those rights which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world shall at all times remain vested in NSTP and/or Omnia (whichever applicable). Nothing in the Contract shall confer on or transfer any ownership, title or intellectual property rights of KLIK ARCHIVE.
12. Appropriate legal action shall be taken in the event of (a) any illegal, unauthorised or improper use of any KLIK ARCHIVE (intentionally or unintentionally) and/or (b) any breach of the terms and conditions of the Contract.
13. NSTP and Omnia reserve the right to restrict, block and/or suspend the Client's access to KLIK ARCHIVE and/or KLIK REPOSITORY and/or demand for the return of any KLIK ARCHIVE should there be any breach of the Contract by the Client.
14. The Contract shall be governed by the laws of Malaysia, and all intellectual property rights (including all copyrights) of the Archive(s) are subject to the provisions of Copyright Act 1987, other relevant laws, regulations and any amendments thereof.
15. Each usage of KLIK ARCHIVE shall be made with the following credit line: *Exclusive Archive from KLIK*.
16. The Contract is subject to other terms and conditions of KLIK REPOSITORY, which are available on klik.com.my and other terms and conditions as may be determined by Omnia and/or NSTP from time to time.

[END OF TERMS AND CONDITIONS]