

KLIK ARCHIVE GENERAL TERMS AND CONDITIONS

1. 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 "Archive" materials on the KLIK repository (including but not limited to digital, print, microfiche, microfilm, negative, image, article and page) ("**KLIK ARCHIVE**").
2. NSTP is a subsidiary of Media Prima Berhad (Registration No. 200001030368 (532975-A)) ("Media Prima") the largest and leading integrated media company with a complete repertoire of media-related businesses in television, print, radio, out-of-home advertising, content creation, commerce and digital media.
3. "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 the year 1845.
4. These 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, proposals etc.) issued by NSTP to KLIK Client (as indicated herein).
5. Subject to all relevant processes and procedures of NSTP, this Contract is to record and govern the granting of the revocable, conditional and non-exclusive license to KLIK Client 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 (as indicated herein) from KLIK REPOSITORY ("**License**") in consideration of the total license fee payable to NSTP by KLIK Client.
6. Subject to the full payment of the license fee by KLIK Client to NSTP, the License herein granted to KLIK Client shall be solely used by the KLIK Client for the Purpose (as indicated herein) which shall be only within the following parameters (as applicable based on the selection made by KLIK 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 solely in NSTP. Nothing in this Quotation shall confer on or transfer any ownership, title or intellectual property rights of any KLIK ARCHIVE.
12. Appropriate legal action shall be taken in the event of (a) any illegal, unauthorised or improper use of any KLIK ARCHIVE (whether knowingly or otherwise) and/or (b) any breach of the terms and conditions of this Quotation and other applicable terms and conditions.
13. NSTP reserves the right to restrict, block, and/or suspend KLIK 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 terms and conditions of this Quotation and/or other applicable terms and conditions by KLIK Client.

14. Each usage of KLIK ARCHIVE shall be made with the following credit line:
"Exclusive Archive from KLIK-www.klik.com.my"

15. KLIK Client shall indemnify, hold harmless, and defend NSTP, Media Prima Group, officers and employees of NSTP and Media Prima Group (collectively "**Indemnified Party**") from and against all loss, damage, cost, expense, liability, proceeding, action, demand, claim howsoever and whenever suffered or incurred by or commenced or prosecuted against the Indemnified Party arising from or as a consequence of (a) any breach or non-performance by KLIK Client of any of its warranties, obligations or undertakings including without limitation, those arising from or in connection with third party claims for breach of contract, infringement of any trademark, copyright or other intellectual property rights of the Indemnified Party and/or (b) any wrongful act, negligence, wilful misconduct or fraud on the part of KLIK Client.
16. This 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 the Copyright Act 1987 and other applicable laws, regulations, and any amendments thereof. Each party shall comply with all applicable laws in relation to anti-bribery, anti-corruption, and anti-money laundering, including but not limited to, the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Act 2001 (Act 613), the Malaysian Anti-Corruption Commission (MACC) Act 2009 (Act 694) and any amendments thereof.
17. This 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 NSTP from time to time.
18. By accepting this Contract, KLIK Client is deemed to have agreed to be bound by the foregoing terms and conditions, without any limitation or qualification.