

APPLICATION FOR E-MAIL LICENCE**Licensee Details - To be completed by Licensee**

Name of Licensee: _____

(Copy of Business Registration and/or Certificate of Incorporation is attached for verification purpose)

Address: _____

Contact Person: _____ Telephone: _____

Fax: _____ Email: _____

Please fill in either COLUMN A or COLUMN B.

Any capitalized terms not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

COLUMN A

I/We wish to apply for a licence from The Hong Kong Copyright Licensing Association Limited (“HKCLA”) to allow me/us to Scan Copy from the Current Issues of publications that I/we have ticked in the list below (“**Selected Publications**” and each “**Selected Publication**” shall mean each and any of them) on the Terms and Conditions. I/We have read through and accepted all the Terms and Conditions.

| Publications | | Fees per User Permit per Term (HK\$) | Number of User Permit |
|--|--------------------------|---|------------------------------|
| All the titles named on this sheet | <input type="checkbox"/> | \$7,835 | _____ |
| <u>Part A – online version inclusive of sections specified below**</u> | | | |
| 1 am730 (All sections under www.am730.com.hk) | <input type="checkbox"/> | \$500 | _____ |
| 2 Headline Daily 頭條日報 (Sections 「港聞-社會」 under https://www.stheadline.com/society/社會, 「港聞-政情」 under https://www.stheadline.com/politics/政情 and 「港聞-突發」 under https://www.stheadline.com/breaking-news/突發 only) | <input type="checkbox"/> | \$515 | _____ |
| 3 Hong Kong Commercial Daily 香港商報 (All sections under www.hkcd.com) | <input type="checkbox"/> | \$530 | _____ |
| 4 Lion Rock Daily 香港仔 (All sections under http://www.lionrockdaily.com) | <input type="checkbox"/> | \$540 | _____ |
| 5 Ming Pao Daily News 明報 (Sections 「每日明報」 and 「即時新聞」 under http://news.mingpao.com only (exclusive of 「原版下載」 provided under 「明報電子報」 of 「訂閱服務」)) | <input type="checkbox"/> | \$620 | _____ |
| 6 Sing Pao 成報 (All sections under www.singpao.com.hk) | <input type="checkbox"/> | \$477 | _____ |
| 7 Sing Tao Daily 星島日報 (Section 「港聞」 under https://std.stheadline.com/daily/hongkong/日報-港聞 only) | <input type="checkbox"/> | \$515 | _____ |

| | | | | |
|----|--|--------------------------|-------|-------|
| 8 | South China Morning Post 南華早報 & Sunday Morning Post (All sections under www.scmp.com) | <input type="checkbox"/> | \$918 | _____ |
| 9 | The Standard 英文虎報 (Section 「Section News - Local」 under https://www.thestandard.com.hk/section-news-list/section/local/ only) | <input type="checkbox"/> | \$515 | _____ |
| 10 | Wen Wei Po 文匯報 (All sections under www.wenweipo.com) | <input type="checkbox"/> | \$540 | _____ |

** For the avoidance of doubt,

a. All subscribed news, videos, breaking news or instant news are not covered by this Licence; &

b. All unspecified sections/parts are not covered by this Licence.

Part B – online version excluded

| | | | | |
|----|---------------------------------------|--------------------------|-------|-------|
| 11 | China Daily Hong Kong Edition 中國日報香港版 | <input type="checkbox"/> | \$400 | _____ |
| 12 | Hong Kong Economic Journal 信報 | <input type="checkbox"/> | \$510 | _____ |
| 13 | Hong Kong Economic Times 香港經濟日報 | <input type="checkbox"/> | \$715 | _____ |
| 14 | Ta Kung Pao 大公報 | <input type="checkbox"/> | \$540 | _____ |

Except Hong Kong Economic Journal, the above titles also cover all complimentary magazines and periodicals and other publication distributed together with the respective publications but exclude the Excluded Works referred to in the Terms and Conditions.

Please fill in the required information and tick the appropriate boxes.

- The term for the period is from 15 November 2024 to 14 November 2025 (“**Term**”). The total license fee payable for the Term shall be HK\$_____. I/We choose to pay on the following basis:
- equal monthly instalments, i.e. HK\$_____ per month. I/we agree to pay three instalments in advance at the beginning of each term upon receipt of HKCLA’s invoice, and the remaining instalments on a monthly basis upon receipt of HKCLA’s invoice; OR
- a yearly sum in advance, and I/we agree to pay such fee upon receipt of HKCLA’s yearly invoice.

COLUMN B

- I/We wish to apply for an E-Mail Licence from HKCLA. I/We meet the requirements that (a) there are no more than 50 Officers in my/our organization; **and** (b) no more than 100 Articles from all the Current Issues of the publications that I/we have ticked in the list below (“**Selected Publications**” and “**Selected Publication**” shall mean each and any of them) will be scan copied each month; **and** (c) no more than 5 User Permits of any Selected Publications are required. I/We choose to pay a flat rate of **HK\$1,565 per year** as licence fees for scanning from the Selected Publications for the current year. I/We understand that the said fee shall be paid in one lump sum upon receipt of HKCLA’s invoice.

Publications**All the titles named as follows:**

| | |
|---|--------------------------|
| am730 | <input type="checkbox"/> |
| China Daily Hong Kong Edition 中國日報香港版 | <input type="checkbox"/> |
| Headline Daily 頭條日報 | <input type="checkbox"/> |
| Hong Kong Commercial Daily 香港商報 | <input type="checkbox"/> |
| Hong Kong Economic Journal 信報 | <input type="checkbox"/> |
| Hong Kong Economic Times 香港經濟日報 | <input type="checkbox"/> |
| Lion Rock Daily 香港仔 | <input type="checkbox"/> |
| Ming Pao Daily News 明報 | <input type="checkbox"/> |
| Sing Pao 成報 | <input type="checkbox"/> |
| Sing Tao Daily 星島日報 | <input type="checkbox"/> |
| South China Morning Post 南華早報 & Sunday Morning Post | <input type="checkbox"/> |
| The Standard 英文虎報 | <input type="checkbox"/> |
| Ta Kung Pao 大公報 | <input type="checkbox"/> |
| Wen Wei Po 文匯報 | <input type="checkbox"/> |

Except Hong Kong Economic Journal, the above titles also cover all complimentary magazines and periodicals and other publication distributed together with the respective publications but exclude the Excluded Works referred to in the Terms and Conditions.

I/We understand that if I/we cease to meet any of the above requirements, this Column B will cease to be applicable to me/us and HKCLA reserves the right to revise the licence fees payable with effect from the date of the said cessation.

Signed by or on behalf of the Licensee: _____ Date: _____

Name of Signatory: _____ Position: _____

(Please apply the Company Chop, if applicable)

CONFIRMATION OF GRANT - TO BE COMPLETED BY HKCLA

On the Terms and Conditions set out in the Application for E-Mail Licence dated _____ made by _____ as Licensee, HKCLA hereby confirms its grant to the Licensee this Licence with the following number of User Permit(s) for each of the Selected Publications:

| Publications | | Number of User Permit |
|---|--------------------------|----------------------------------|
| <u>All the titles named on this sheet</u> | <input type="checkbox"/> | _____ |
| am730 | <input type="checkbox"/> | _____ |
| China Daily Hong Kong Edition 中國日報香港版 | <input type="checkbox"/> | _____ |
| Headline Daily 頭條日報 | <input type="checkbox"/> | _____ |
| Hong Kong Commercial Daily 香港商報 | <input type="checkbox"/> | _____ |
| Hong Kong Economic Journal 信報 | <input type="checkbox"/> | _____ |
| Hong Kong Economic Times 香港經濟日報 | <input type="checkbox"/> | _____ |
| Lion Rock Daily 香港仔 | <input type="checkbox"/> | _____ |
| Ming Pao Daily News 明報 | <input type="checkbox"/> | _____ |
| Sing Pao 成報 | <input type="checkbox"/> | _____ |
| Sing Tao Daily 星島日報 | <input type="checkbox"/> | _____ |
| South China Morning Post 南華早報 & Sunday Morning Post | <input type="checkbox"/> | _____ |
| The Standard 英文虎報 | <input type="checkbox"/> | _____ |
| Ta Kung Pao 大公報 | <input type="checkbox"/> | _____ |
| Wen Wei Po 文匯報 | <input type="checkbox"/> | _____ |

The Commencement Date is _____.

Any capitalized term not herein defined, shall have the meaning given to that term in the Terms and Conditions attached hereto.

Our reference number for this Licence is _____. Please quote this reference number in any correspondence to us.

The Hong Kong Copyright Licensing Association Limited

Date:

Terms and Conditions of this Licence

Definitions:

- “Article”** means a piece of written work which contains a heading and a body in one or more than one passage, with or without sub-headings, figures, tables, photographs, pictures, drawings, illustrations or other materials forming part thereof, all concerning a theme described by the heading. The whole or any part(s) of an Article from any one of the Selected Publications shall be counted as an Article. **“Articles”** is the plural form of an **“Article”** and shall be construed accordingly.
- “Current Issues”** mean those issues which are published during the term of this Licence.
- “Distribute”** means “to deliver the Scanned Copies to one email account of any Officer via electronic mail only (posting on internet, electronic bulletin board system; via intranet, MMS, SMS are prohibited).” Any reference to **“Distribution”** as a noun shall be construed accordingly.
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- “Internal Reference”** has the meaning ascribed to it in Clause 2.
- “Internet”** means a global network of interconnected, separately administered public and private computer networks.
- “Intranet”** means the computer network operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by the Officers who are permitted by the Licensee to have access to the computer network by way of a secure log-in process which verifies the individual’s identity.
- “this Licence”** means this E-mail Licence.
- “Limited Amount”** means 500 pieces of Articles within one month per Selected Publication.
- “MMS”** means multi-media messaging service, the ability to receive and deliver messages comprising a combination of texts, sounds, images and videos through MMS capable mobile terminals.
- “Officer”** has the meaning ascribed to it in Clause 2.
- “Scan Copy”** means to scan copies of each of the Articles from the Selected Publications in whole or in part, in the form of digital dumb or bitmap copies which are direct unaltered copies of the Article, into an electronic or digital file in any electronic

form in any way whatsoever and to store the same in floppy disk, CD-ROM, computer hard disk, USB or over a computer network. Any reference to “**Scanned Copy**” as a noun or “**Scanned Copies**” as a plural form of “**Scanned Copy**” shall be construed accordingly.

- “**SMS**” means short messaging service, the ability to receive and deliver text and/or pictorial messages through mobile terminals.
- “**Terms and Conditions**” means these terms and conditions.
- “**Territory**” means Hong Kong Special Administrative Region of the People’s Republic of China.
- “**User Permit**” has the meaning ascribed to it in Clause 7.

1. By this Licence, HKCLA permits the Licensee to:
 - (a) Scan Copy; and
 - (b) Distribute Scanned Copies,

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2. For the purpose of this Licence, “**Internal Reference**” means perusal and study by himself or herself if the Licensee is an individual or any employee, officer and director (in case the Licensee is a corporation or organization with separate legal entity) or any employee, officer and partner (in case the Licensee is a partnership) who holds a User Permit (each one of such individual natural person is referred to as an “**Officer**” herein and “**Officers**” shall be construed accordingly) and as restricted by all the details specified in the “Application For E-Mail Licence” submitted by the Licensee for this Licence and subject to any further restriction that HKCLA may see fit to impose.
3. This Licence is **non-exclusive, non-transferable, and non-sublicensable**.
4. Without prejudice to Clause 24, the Licensee undertakes with HKCLA not to keep in the possession, power, custody or control of the Licensee and shall ensure all Officers not to keep in possession any Scanned Copy for more than ONE (1) month (any longer period has to be applied by the Licensee to HKCLA under separate licences subject to the sole discretion of HKCLA) after the date when such Scanned Copy is made and shall delete, destroy or erase all such Scanned Copies stored electronically from memory and/or the storage device and from the Licensee’s archive, digital and database systems promptly prior to the expiration of such one-month period. In the event of the Licensee becoming aware of any non-compliance by any Officers, the Licensee shall forthwith delete or destroy all electronically stored Scanned Copies and immediately cease providing Scanned Copies to such Officers.
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7. The Licensee warrants that it has applied for the appropriate and sufficient numbers of “**User Permit**”. For the purposes of this Licence, each “**User Permit**” will permit one single Officer of the Licensee or the Licensee himself or herself if the Licensee is an individual with one email account only to Scan Copy, read, receive, keep and have access to the Scanned Copies on and subject to the Terms and Conditions. Each User Permit only covers one single person for whom it was issued or granted and shall only be transferred to a single successor to his/her position upon such person’s departure from the Licensee or such position.
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15. The Licensee is required to include an acknowledgement of the intellectual property rights of

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“This scanned copy is made on [date]. This scanned copy shall be deleted, destroyed or erased from any storage device ONE (1) month after the date when the scanned copy is made.”

16. In consideration of the grant of this Licence, the Licensee shall pay to HKCLA such Licence Fee as may be determined by HKCLA with reference to the Selected Publications, the number of User Permit applied for, the limitation on the Scanned Copies to be made and HKCLA's tariff then in force, for the period from the Commencement Date to 14 November 2025 and thereafter every renewed term. For the period from the Commencement Date to 14 November 2025, the tariff is as set out in this Licence unless HKCLA otherwise notifies the Licensee. The Licensee may, subject to the payment of additional licence fees, increase the number of User Permit in respect of any Selected Publications and/or select any additional titles in respect of which HKCLA has the right to grant this Licence as Selected Publications by at least 14 days' written notice to HKCLA.
17. The Licensee agrees that if the publisher(s) had ceased to issue printed version but only published online or digital version of the Selected Publication(s) during the Term, the Licence shall continue during the Term without any refund of licence fee or compensation.
18. The Licensee warrants to HKCLA the accuracy of the information given in the Application For E-Mail Licence, and undertakes that it will promptly notify HKCLA of any changes to such information and will within 14 days following the request of HKCLA, supply HKCLA in writing all such information reasonably required to establish such fees as may be due from time to time under this Licence and any other information reasonably required by HKCLA for the proper administration of its licensing schemes.
19. The Licensee shall on or before the Commencement Date and thereafter upon receipt of any invoices issued by HKCLA pay to HKCLA the Licence Fee due as specified under the invoice(s). If the Licensee fails to make payment before the last payment date set out in any invoice, HKCLA shall, without prejudice to HKCLA's other rights and remedies, be entitled to terminate this Licence immediately without notice. No refund of any Licence Fee already paid shall be made to the Licensee.
20. This Licence shall be in effect from the Commencement Date to 14 November 2025 and shall automatically renew thereafter for successive periods of one year each, unless terminated earlier by HKCLA provided however that it shall be a condition to the commencement of any renewed term that the Licensee shall have: -
 - (a) paid to HKCLA all sums (if any) due to HKCLA under the previous term;
 - (b) notified HKCLA of any changes in the information required in the Application For E-Mail Licence and any other information requested by HKCLA at least 15 days prior to the first day of such renewed term; and

- (c) fully complied with all the other terms of this Licence.
21. If HKCLA's authority to grant this Licence in respect of all of the Selected Publications is terminated, this Licence shall be regarded wholly terminated at the end of the remainder of the current term and shall not be automatically renewed thereafter and in case termination of HKCLA's authority relates to part of the Selected Publications, this Licence shall remain in full force and effect in relation to the rest of the Selected Publications unless any circumstances for termination shall arise.
22. This Licence may also be terminated by HKCLA:-
- (a) by notice to the Licensee with immediate effect if:
- i. the Licensee commits any breach of any term of this Licence which breach in the view of HKCLA is a serious breach;
 - ii. the Licensee makes any assignment for the benefit of creditors, files a petition under the insolvency laws of any jurisdiction, has appointed a trustee or receiver for its property or business or is adjudicated bankrupt or insolvent;
- (b) by notice to the Licensee if the Licensee commits any breach of any term of this Licence which breach is in the view of HKCLA capable of being remedied but has not been remedied within 10 days from the date of a written notice by HKCLA requiring that the same be remedied; or
- (c) by giving at least 60 days' written notice to the Licensee.
23. Termination of this Licence shall be without prejudice to any other rights or remedies of either party hereunder or at law and shall not affect any accrued rights or liabilities of either party.
24. Upon the expiration of this Licence or termination of this Licence for whatever reason, all licences and rights granted under this Licence shall cease, the Licensee is not entitled to keep or use any Scanned Copies in the possession, power, custody or control of the Licensee or any of the Officer(s). All Scanned Copies stored electronically from memory or the storage device, from its servers, database, network and computer system shall be deleted, destroyed or erased or upon request of HKCLA delivered up to HKCLA forthwith. If required by HKCLA, the Licensee shall certify in writing that it has complied with the aforesaid. Failure to comply with this will render the Licensee and the relevant Officer liable for copyright infringement.
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27. This Licence shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.