

APPLICATION FOR E-MAIL, PHOTOCOPYING AND FACSIMILEING 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: _____

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

I/We wish to apply for an E-Mail, Photocopying and Facsimileing Licence from The Hong Kong Copyright Licensing Association Limited (“HKCLA”) to allow me/us to Photocopy, Scan copy and Print copy of Scanned Copies from the Current Issues of publications that I/we have ticked in the list below (“Selected Publications” and “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"/>	\$11,754	_____
<u>Part A – online version inclusive of sections specified below**</u>			
1 am730 (All sections under www.am730.com.hk)	<input type="checkbox"/>	\$750	_____
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"/>	\$773	_____
3 Hong Kong Commercial Daily 香港商報 (All sections under www.hkcd.com)	<input type="checkbox"/>	\$795	_____
4 Lion Rock Daily 香港仔 (All sections under http://www.lionrockdaily.com)	<input type="checkbox"/>	\$810	_____
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"/>	\$930	_____
6 Sing Pao 成報 (All sections under www.singpao.com.hk)	<input type="checkbox"/>	\$716	_____
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"/>	\$773	_____
8 South China Morning Post 南華早報 & Sunday Morning Post (All sections under www.scmp.com)	<input type="checkbox"/>	\$1,377	_____

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"/>	\$773	_____
10	Wen Wei Po 文匯報 (All sections under www.wenweipo.com)	<input type="checkbox"/>	\$810	_____

** 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"/>	\$600	_____
12	Hong Kong Economic Journal 信報	<input type="checkbox"/>	\$765	_____
13	Hong Kong Economic Times 香港經濟日報	<input type="checkbox"/>	\$1,072	_____
14	Ta Kung Pao 大公報	<input type="checkbox"/>	\$810	_____

Except Hong Kong Economic Journal, the above titles also cover all complimentary magazines and periodicals and other publications 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.

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, Photocopying and Facsimileing 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 (i) transmit conventionally images of Articles from the relevant Selected Publications telephonically in facsimile form, and/or (ii) deliver Photocopies by hand, post, courier or other similar delivery methods, and/or (iii) 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.
- “Excluded Works”** means works, syndicated comics, columns, wire news stories, photographs, and graphics originated or reproduced from works of other publishers or news agencies, or works created, written or produced by non-employee contributors, writers, or photographers who hold the copyright for the works, including but not limited to any specific exclusions that HKCLA may inform the Licensee from time to time. For Hong Kong Economic Journal, translated works, all supplements and publications like Lifestyle Journal that are distributed as a part of such Publication will also be excluded.
- “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.
- “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.
- “Photocopy”** means “to make photocopies of Articles from the Selected Publications on to paper”. Any reference to “Photocopy” as a noun or to **“Photocopies”** as a plural form of **“Photocopy”** shall be construed accordingly.
- “Print Copy”** means to print by the Licensee itself and by any Officer, in whole or in part, Scanned Copies on to paper for its or her or his reference only (any form of distribution of the Printed Copy are prohibited). Any reference to **“Printed Copy”** or **“Printed Copies”** as a noun means the paper print-offs of the Scanned Copy, whether in whole or in part (excluding any copy in electronic form).
- “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.
- “this Licence”** means this E-mail, Photocopying and Facsimileing Licence.
- “User Permit”** has the meaning ascribed to it in Clause 7.

1. By this Licence, HKCLA permits the Licensee to:

- (a) Photocopy;
- (b) Scan Copy;
- (c) Print Copy of the Scanned Copy; and
- (d) Distribute Scanned Copies,

up to the Limited Amount and all for the Licensee's Internal Reference only and within the Territory only, save and except for the Excluded Works. The Licensee is not allowed to convert the Scanned Copy into any other format which can be altered in any way.

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, Photocopying and Facsimileing 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:
 - (i) any Photocopy and/or Printed Copies for more than SIX (6) months (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 Photocopy and/or Printed Copy is made and shall either shred, deface or destroy all such Photocopies and/or Printed Copies so as to render their contents illegible or unusable by any party; and/or
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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 Photocopies, Scanned Copies and/or Printed Copies to such Officers.

5. HKCLA grants no rights to the Licensee other than the rights expressly granted by this Licence and the Licensee undertakes with HKCLA that it will not make any other photocopy, scanned copy and/or printed copy from the Selected Publications other than as is permitted by this Licence.
6. The Licensee undertakes not to edit, amend, alter or modify any Scanned Copy, Printed Copy or Photocopy other than to make alterations to size as reasonably necessary, nor reproduce the whole or part of any of the Selected Publications nor shall it authorize any Officers to do the same.

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 only to Photocopy, Scan Copy, Print Copy, read, receive, keep and have access to the Photocopies, Scanned Copies and Printed 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. Photocopies and Printed Copies being physically displayed on notice board or other public area or put in general circulation or otherwise made available generally within any premises of the Licensee shall be regarded as being distributed to all Officer(s) of the Licensee.
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14. In exercising its rights under this Licence, the Licensee shall be responsible for complying with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.
15. The Licensee is required to include an acknowledgement of the intellectual property rights of the publishers (or any copyright notice to be adopted by the publishers from time to time) and certain restriction notice in the form set out in this clause in each of the Scanned Copies, Printed Copies and Photocopies. Such acknowledgement and notice shall appear as the covering page of each of the Scanned Copies, Printed Copies and Photocopies.

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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 Photocopies and Scanned Copies and Print 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, Photocopying and Facsimileing 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, Photocopying and Facsimileing 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, and the Licensee is not entitled to keep or use any Scanned Copies, Photocopies and Printed Copies in the possession, power, custody or control of the Licensee or any of the Officer(s). All Photocopies and Printed Copies shall be destroyed, shredded or defaced and all Scanned Copies stored electronically from memory or in any storage device, or in 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.
- 25. No failure or delay on the part of any of the parties to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by such party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 26. HKCLA reserves the right to assign this Licence or any of its rights or obligations hereunder to any person by written notice to the Licensee.
- 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.