

TERMS AND CONDITIONS OF USE FOR WISERS SERVICES

The Wisers Services are online news and information services made available by Wisers Information Limited (“Wisers”) through Nikkei Digital Media, Inc. (“NDM”)’s online database services known as “NIKKEI TELECOM” (the “Wisers Services”). All content, information and data provided by or through Wisers Services (the “Content”) may only be used under the following terms and conditions (these “Terms and Conditions”):

1. License

- 1.1 An “Authorized User” means you, or if you are an organization, any of your directors, partners, officers and/or employees to whom an Authorized Browsing License or an Authorized Reader License (both as defined below) is issued or granted by Wisers for use of all or any designated Wisers Services as set out in these Terms and Conditions or his/her successor as permitted under these Terms and Conditions. Each identification number or license shall only be used or enjoyed solely and exclusively by the Authorized User for which it was issued or granted, and shall not be shared with any persons under any circumstances without prior consent of Wisers, and shall only be transferred by an Authorized User to a single successor to his/her position upon such Authorized User’s permanent departure of your organization or such position. You accept responsibility for any breach of this Section by any persons within your organization or in connection with your account. You shall, upon request of Wisers, provide reasonable evidence showing that any individual who uses any identification number or utilizes any license granted pursuant to these Terms and Conditions is an Authorized User.
- 1.2 Subject to the Terms and Conditions, you are granted a non-exclusive, non-transferable and limited license to do the following:
 - a. Authorized Browsing License : The right to use the designated features provided by Wisers Services and to access to the designated Content by electronically displaying the Content on any single personal computer terminal through log in and access to Wisers platform at any one time, to obtain printout, and/or retrieve and store in machine readable form, of each item accessed on an insubstantial basis via the printing or downloading commands of Wisers Services, for his/her sole and exclusive use, provided that all relevant copyright and other propriety notices in the same form in which such notices appear in the Wisers Services are included with the item copied or stored. The right to exchange any Content with any other Authorized Users via the email commands of Wisers Services only;
- 1.3 The Content and the Wisers Services are for your internal use only and not for commercial exploitation or redistribution.
- 1.4 Any rights or interests not expressly granted under these Terms and Conditions shall be excluded unless otherwise agreed by Wisers.

2. Limitations on Use

- 2.1 Except as expressly provided in Section 1, you and all Authorized Users are prohibited from downloading, storing, editing, selling, reproducing, transmitting, disseminating, adapting, circulating, broadcasting, publishing, displaying, copying, distributing, decompiling, reverse engineering, disassembling, using or creating derivative work from, any Content by any means, in any manner or for any purpose, and/or authorizing or permitting any person to do the same.
- 2.2 You agree to use the Content and Wisers Services in accordance with all applicable laws, regulations, rules, and orders of any government, administrative authority or court, and not to use any Content or Wisers Services for any unlawful or unauthorized purposes or in any illegal or unauthorized manner. You also agree to comply with any and all terms and conditions applicable to your use of the NIKKEI TELECOM. You may not remove, cancel or alter any copyright or other proprietary notices contained

in the Content.

- 2.3 No Content or Wisers Services can be accessed to, viewed or in any way used by any person other than as provided in Section 1.
- 2.4 Information and features may be added to or withdrawn from the Content and/or Wisers Services without notice.
- 2.5 Unless you have entered into the appropriate multi-user arrangements with Wisers, you may not receive the Content or use Wisers Services through more than any one personal computer terminal at any one time in respect of each identification number except as expressly provided in Section 1. In particular, you agree that you will not store or allow any Content to be stored for multiple use, or in a manner to be concurrently used, or capable of being concurrently used, by multiple users, including but not limited to storage in Intranet system or through multiplexing devices.
- 2.6 You shall apply for sufficient Authorized Browsing or Reader Licenses for using the Wisers Services.

3. Intellectual Property Rights

- 3.1 All rights, title and interest in the Content and the Wisers Services, in any formats and media throughout the world, including all copyrights and trademarks therein, belong exclusively to Wisers and/or the relevant third party suppliers of the Content. You and your Authorized Users or any other person within your organization absolutely acquire no right, title or interest in the Content or Wisers Services or copies thereof save and except for the limited license to access and use the same as provided in these Terms and Conditions. You further agree not to modify such Content or such logos, trademarks or any other marks as owned or managed by Wisers for or in connection with Wisers Services (the "Wisers Trademarks") without Wisers' and the relevant third party suppliers' prior written consent. Any use of the Wisers Trademarks will inure to the benefit of Wisers.
- 3.2 You agree to use reasonable efforts to protect the rights, title and interest of Wisers and/or third party suppliers of the Content in the Content and Wisers Services during and after the term of these Terms and Conditions and to comply with all reasonable requests made by Wisers to protect such rights, title and interest.
- 3.3 You acknowledge that in the event of infringement of any of the said rights, title and interest by you or any persons through your account, Wisers and the third party suppliers of the Content shall suffer irreparable harm not compensable by money damages. Accordingly, you hereby irrevocably agree that Wisers and the third party suppliers of the Content shall be entitled to injunctive relief to enforce the said rights, title and interest in addition to any remedy at law or under these Terms and Conditions.
- 3.4 You also acknowledge and agree that in some situations, a trademark or a trade name of your organization may appear together with Wisers Trademarks or some other trademarks or trade names of third party Content suppliers on an interface, a printout of the Content, a hyperlink, deep link or otherwise. You agree that any such use of the trademarks shall not in any way create any co-branding, partnership, collaboration or joint venture between the parties for any purpose whatsoever and shall not create any license to use any of these trademarks except with the prior written consent of the relevant owner and for the specified purpose.
- 3.5 You acknowledge and agree that Wisers has your consent to license, use and redistribute any press release, announcements or advertorials provided by your company to any content suppliers for use in Wisers Services.

4. Fees and Payment and Termination

- 4.1 You accept the fee is calculated in a monthly base by calendar month regardless on the initial start day ("Calendar Month").

- 4.2 You shall clear all the Fee (Monthly Basic fee and Content Usage Fees) for the last Calendar Month upon any termination.

5. Security and Confidentiality

- 5.1 You shall effect and maintain adequate security measures to prevent unauthorized use of the Content retrieved through the Wisers Services.
- 5.2 Each party undertakes to retain in confidence (a) these Terms and Conditions and (b) all non-public information and know-how disclosed pursuant to the same which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). A party's disclosure of Confidential Information to its immediate legal and financial consultants in the ordinary course of its business or, in confidence, to its investors or potential investors or as required by law is not prohibited by these Terms and Conditions, provided that the disclosing party gives the other party prompt notice of any court order requiring disclosure and assists in the procurement of an appropriate order protecting the information from public disclosure.

6. Disclaimer

Wisers confirms to you that, to the best knowledge and belief of Wisers, it has the right and authority to make the Wisers Services and Content available pursuant to these Terms and Conditions.

7. Warranty and Limitation of Liability

- 7.1 All texts, photographs, audios, videos, images, data, information, links, files, resources and contents contained in or downloadable or accessible from the articles or links (collectively "Resources") in the Content and/or through Wisers Services are owned by the relevant media organizations, website owners or other third parties. Wisers warrants that, to the best knowledge and belief of Wisers, it has the right and authority to make the Wisers Services and Content available to you pursuant to these Terms and Conditions. However, Wisers has no control over such Resources and is not responsible or liable for and does not accept liability for the availability, accuracy, content, legality of the Resources. Wisers does not endorse or approve any advertising, products or other materials offered in the Content or Wisers Services. Wisers shall not be responsible for any direct or indirect damage or loss caused by or in connection with the use of or reliance on any such Resources, advertising or otherwise.
- 7.2 You further acknowledge that the Wisers Services and the Content are provided to you "AS IS" and "AS AVAILABLE" and Section 8.1 contains the only warranty made by Wisers in relation to the Wisers Services and Content and any and all other warranties of any kind whatsoever are hereby expressly excluded and disclaimed. Without limiting the generality of the preceding sentence, to the full extent permitted by law, Wisers and each third party supplier of the Content hereby expressly disclaim warranty of any kind, whether express or implied, statutory or otherwise, including, but not limited to, merchantability, quality, non-infringement, condition, title or fitness for a particular purpose.
- 7.3 Neither Wisers, the third party suppliers of the Content, nor any agent, subsidiary, affiliate, employee, director, officer or representative thereof (collectively the "Wisers Parties") shall have any liability for any loss, injury, expense, claim or damages of any kind in connection with or arising out of (a) any use of the Content or Wisers Services through your account; (b) any fault, disruption, inaccuracy, omission, delay or any other failure in the Content and Wisers Services; (c) the truthfulness, accuracy, completeness or timeliness of the Content and Wisers Services; or (d) your use of any equipment in connection with the Wisers Services, even if the Wisers Parties have been advised of or are otherwise aware of the possibility of any of the foregoing.
- 7.4 In no event shall any Wisers Party be liable to you or any other party for any incidental, consequential, special or indirect damages of any kind arising out of or in connection with these Terms and

Conditions, even if the Wisers Parties have been advised of the possibility of such loss or damages.

- 7.5 You agree that notwithstanding any applicable law, the liability of the Wisers Parties for any damages, losses, costs and expenses arising out of or related to the Content and/or Wisers Services, whether in contract, equity, negligence or otherwise, shall be limited to and not exceed, in the aggregate for all claims and causes of action of any kind, the amount paid by you for the Wisers Services during the twelve (12) month period immediately preceding the event giving rise to the first claim.

8. Indemnification

You agree to indemnify and hold each Wisers Party harmless from and against any and all claims, losses, liability, costs and expenses arising from or relating to any violation of any provision in these Terms and Conditions or any third party's right by you or any persons using your account, whether or not authorized by you.

9. Miscellaneous

- 9.1 Your access or use of the Wisers Services or Content constitutes your full and unconditional agreement to all provisions of these Terms and Conditions. From time to time, Wisers may modify any provision of these Terms and Conditions or impose additional terms in respect of use of specific data by at least fourteen (14) days' written notice to you, and the modifications or the additional terms shall automatically become effective and be incorporated by reference into these Terms and Conditions on the date specified on the relevant written notice. Your continued use of the Wisers Services after the effective date of any modifications to these Terms and Conditions or additional terms will constitute your acceptance of the relevant modified or additional terms. If you do not wish to accept any modifications to these Terms and Conditions or any additional terms proposed by Wisers, you may terminate these Terms and Conditions by giving at least seven (7) days' prior written notice to Wisers within thirty (30) days from your receipt of Wisers' relevant notice.
- 9.2 You may not assign, sub-contract or transfer these Terms and Conditions, whether in whole or in part, and/or any of your rights or obligations hereunder to any third party without the prior written consent of Wisers. Wisers reserves the right to assign, sub-contract or transfer these Terms and Conditions and/or any of its rights or obligations hereunder to any third party.
- 9.3 Any notice required to be given hereunder by one party to the other shall be deemed sufficiently given if sent by prepaid post, facsimile, electronic mail or hand delivery to the postal or electronic address or fax number of the party as stated on these Terms and Conditions or such postal or electronic address or fax number as may from time to time be notified for this purpose to the other party. Notices shall be deemed to have been properly given four (4) days after the notice is posted, if mailed; on receipt, if by hand delivery, electronic mail or facsimile.
- 9.4 Wisers shall not be liable to you for delays or failures in performance resulting from causes beyond Wisers' reasonable control, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.
- 9.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be void, invalid or unenforceable in whole or in part, such provision shall be valid and enforceable to the extent permitted by law or applicable rules, and the validity and enforceability of the other provisions in these Terms and Conditions shall not be affected thereby.
- 9.6 No failure or delay on the part of any 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.

9.7 You agree to comply in all material respects with all applicable laws, rules, and regulations in connection with your activities under the Wisers Services and these Terms and Conditions.

9.8 These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”), and both you and Wisers irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

9.9 Wisers’ Content Usage Fees Policy






This document explains the basis of content usage fees calculation as adopted by Wisers Information Limited (“Wisers”) across WiseSearch through NIKKEI TELECOM. The logic explained in this document may not be the same as the pricing structure.

Two types of Content Usage Fees -- namely headline click and article click are discussed in this policy. Headline click generally refers to any clicks that involve view of any headline regardless of its content type. As per pre-agreed Pricing Schedule, headline clicks are free of charge and will not be discussed further in this policy. Article click generally refers to any clicks that involve any text regardless of its content type.

A. Basic Calculation Mechanism:

- Number of article clicked.
- Number of email recipient – each recipient of an article is accounted for as one click.
- Article click is defined according to the following conditions:

1. **Article click(s) is/are recorded:**

- When users view the article(s) by clicking the **headline(s)**, regardless of its article content;
- When users view the article(s) by clicking the **text icon(s)** , regardless of its text format;
- When users **VIEW**  any selected article(s), regardless of its article content;
- When users click on any of the company background documents in WiseSearch, which include the Company’s Profile, Business Information, Structure, Profit and Loss Statement or Balance Sheet sections.
- When users **PRINT**  (each copy) / **DOWNLOAD**  (each download) any selected article(s)/ headline(s), regardless of its article content;
- When users **EMAIL**  (each recipient) any selected article(s)/ headline(s), regardless of its article content;

- In summary, the actions that result in the fore-mentioned clicks are as follows:

Click Types	Click through				View	Print	Download	Email
	Text Icon			Headline				
Article	1			1	1	1	1	1

B. Example of Content Usage Fees Calculation:

- Emailing two articles with headline and content (in HTML Document format) to three recipients will be reported as a total of 6 article clicks (2 articles x 3 recipients).
- Pressing the cancel button after hitting the print/ email/ download button will not cancel the clicks recorded.
- Adding or moving articles into My Temp Folder will not be counted as clicks. But clicking on the documents within the Temp Folder will be recorded as clicks in accordance to section A above and accounted towards the product from which the articles originated.
- Printing one article with headline, content will be reported as a total of 1 article click.
- Clicking on or distributing (print/ email/ download) any headline/ article/ document in WiseSearch, including those from the Company Search, Financial Brief and Articles on the Same Page, will be recorded as clicks in accordance to section A above.
- Checking the “Copy to Sender” box when emailing articles (regardless of scope) will be

considered as sending to a recipient and the sent articles/ headlines will therefore be recorded as clicks.

Disclaimer:

1. *Wisers is not responsible for any email systems malfunctioning, network interruptions or technical problems incurred on the clients' side or any other circumstances which are out of Wisers' control. Therefore, clicks recorded under the above conditions will still be charged accordingly.*
2. *In the event of any dispute regarding what constitutes a click, the final definition lies exclusively with Wisers.*