

Terms and conditions

This Agreement (the "Agreement") is between you and SCMP Hearst Hong Kong Limited ("Company") with its principal place of business at 21/F, South Island Place, 8 Wong Chuk Hang Road, Hong Kong. Use of the Company Internet web site (the "Company Web Site"), including participation in its forums, such as the ELLE MEN Direct forum, and contests, signifies your agreement to the terms and conditions of use set forth below in this Agreement.

1. You agree to read these terms and conditions of use carefully before using this company web site. You acknowledge that you have read the terms and conditions of use and that by using the Company Web Site, you are deemed to accept the terms thereof. If you do not agree to these terms and conditions of use, you may not access or otherwise use the Company Web Site.

2. Company may monitor your use of this Company Web Site, and may freely use and disclose any information and materials received from you or collected through your use of the Company Web Site for any lawful reason or purpose unless you give us written notice of your objection to such use or disclosure. Your privacy is protected in accordance with our privacy statement.

3. Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Company Web Site.

4. The Company Web Site is protected by copyright as a collective work and/or compilation, pursuant to French and European Union copyright laws, international conventions, and other copyright laws. "ELLE MEN" is a trademark, logo and title registered in the name of Company's affiliate, Hachette Filipacchi Presse S.A.. In Canada, the "ELLE MEN" trademark, logo and title is registered in the name of France-Canada Editions et Publications, Inc.

5. The contents and materials ("Content") of the Company Web Site are only for your personal, non-commercial use. All Content contained on the Company Web Site is protected by copyright and owned by Company and/or its affiliates, or used with the permission of the rights owner. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content on the Company Web Site. You may download or copy the Content and other downloadable items displayed on this Company Web Site for personal, non-commercial use only; provided that you acknowledge that the copyrights therein shall be maintained and that you shall maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, non-commercial use is expressly prohibited without the prior written permission from Company and/or its affiliates or the rights holder of such Content.



6. Whilst Company takes every care to ensure that the standard of the Company Web Site remains high and that its continuity is maintained, the Internet is not an inherently stable medium and errors, omissions, interruptions of service and delays may occur at any time. Accordingly, Company does not undertake an ongoing obligation or responsibility to operate the Company Web Site, or any part thereof, or to provide the services offered on the Company Web Site. In this connection, Company may change, suspend or discontinue all or any aspect of the Company Web Site at any time, including the availability of all or any Company Web Site service, feature, database, or Content. Company may also correct any errors or omissions in any portion of the Company Web Site, or impose limits on certain features and services, or restrict your access to parts or all of the Company Web Site without notice or liability.

7. You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Company Web Site, any materials which (a) restrict or inhibit any other user from using and enjoying the Company Web Site, (b) are unlawful, threatening, abusive, 2 libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) contain a virus or other harmful component, (f) contain any information, software or other material of a commercial nature, (g) contain advertising of any kind, or (h) constitute or contain false or misleading indications of origin or statements of fact.

8. You hereby agree to indemnify, defend and hold Company, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Company.

9. The Company Web Site contains links and pointers to other World Wide Web Internet sites, resources, and sponsors of the Company Web Site. Links to and from Company Web Site to other third party sites, maintained by third parties, do not constitute an endorsement by Company or any of its subsidiaries or affiliates of any third party resources, or their contents.



10. Company does not represent or endorse the accuracy, completeness or reliability of any advice, opinion, statement, or other information ("Information") displayed or distributed through the Company Web Site. You are advised to verify the accuracy of any such Information and you acknowledge that any reliance upon any such Information shall be at your sole risk.

11. Company does not and cannot review all content or materials posted to the Company Web Site by users. Such content and materials posted by users do not necessarily represent the views of Company and Company is not responsible for any such content or materials posted by users. However, Company reserves the right at all times, but undertakes no duty, to review, edit, move, refuse to post or remove or delete any content or material, in whole or in part, posted to the Company Web Site by users and that in Company's sole discretion is objectionable or in violation of this Agreement. Company also reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request.

12. The Company Web Site, including all content, services, features, software, functions, materials and information made available on or accessed through the Company Web Site, is provided "as is." To the fullest extent permissible by law, Company and its subsidiaries and affiliates make no representation or warranties of any kind whatsoever for the content, services or features on the Company Web Site or the materials, information and functions made accessible by the software used on or accessed through the Company Web Site, for any products or services or hypertext links to third parties, or for any breach of security associated with the transmission of sensitive information through the Company Web Site or any linked site. Further, Company and its subsidiaries and affiliates disclaim any express or implied warranties, including without limitation, non-infringement, merchantability or fitness for a particular purpose. Company does not warrant that the functions contained in the Company Web Site or any materials, content, services or features contained therein will be uninterrupted or error free, that defects will be corrected, or that the Company Web Site or the server that makes it available is free of viruses or other harmful components. Company and its subsidiaries and affiliates shall not be liable for the use of the company web site, including without limitation, the materials, content, services and features and any errors contained therein. 3

13. By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Company Web Site, you hereby grant to Company and its affiliates a perpetual, worldwide, irrevocable, unrestricted, nonexclusive, royalty free license to use, copy, license, sublicense, adapt, translate, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against Company and/or its affiliates for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.



14. You acknowledge that transmission to and from this Company Web Site are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Company, no confidential, fiduciary, contractually implied or other relationship is created between you and Company other than pursuant to this Agreement.

15. This agreement shall be governed by and construed in accordance with the laws of France, without regard to conflicts of laws provisions sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate court located in the area of location of Company's Headquarters.

16. In using the Company Web site, in the event you should encounter any material that you believe infringes your rights, you should provide Company and the posting party with notice of the alleged violation with enough specific detail to allow Company to locate the posting. You should ask the posting party to remove the material, pending Company's investigation. Upon receipt of notice from you, the posting party may provide Company with a response to the complaint. You should also provide the Company with substantiation for your claim. Upon receipt of such substantiating information, Company will initiate an investigation. While Company is investigating the complaint, Company may temporarily remove or deny access to the challenged material, to protect the rights of all involved. If Company concludes that you have raised a legitimate claim, it will continue to deny access to the challenged material. If Company concludes that you have not raised a legitimate claim, Company will restore access to the challenged material. Notices under this provision to the Company should be sent to legal.dept@scmp.com

17. This Agreement constitutes the entire agreement between Company and you with respect to your use of the Company Web Site. Any cause of action you may have with respect to your use of the Company Web Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. Company disclaims any and all responsibility for content contained in any third party materials provided through links from the Company Internet site.