

Term of Use Nikkei Asian Review

This page sets out the terms and conditions on which you may use Nikkei Asian Review (“Terms of Use”) through our website at asia.nikkei.com (“Website”), any of Nikkei Asian Review’s mobile apps (“Mobile App”) or in printed form (“Print Edition”) (together, the “Service”), and any content available through the Service (“Content”). By signing up for a subscription to the Service, you agree to these Terms of Use.

References in these Terms of Use to “Nikkei” (or “we”, “us” or “our”) refer to Nikkei Inc., and a “User” refers to a user of the Service.

1. Subscription Types

The amount and kind of Content that you can view, and the platforms on which you can view the Content, depend on what type of User you are and what type of subscription (if any) you have. We offer the following types of subscriptions:

Subscription category	Subscription type	Right to use etc.
Individual Subscription (Subscription for a single User)	Digital Subscription (fee-based)	You may use all functions of the Website and any Mobile Apps during your subscription term.
	Digital+Print Subscription (fee-based)	You will receive the weekly Print Edition, and you may use all functions of the Website and any Mobile Apps during your subscription term. This subscription is only available in countries where we can deliver the Print Edition.
	App Subscription (fee-based)	You may use all functions of the Mobile App(s) which you signed up for during your subscription term, but not any functions of the Website or any other Mobile Apps.

Corporate Subscription (Subscription for a group of Users)	Standard Corporate Subscription (fee-based)	You may use the functions of the Website and any Mobile Apps as agreed between the organisation you belong to and us. Your organisation will receive at least one (1) copy of the Print Edition per week.
	IP Subscription (fee-based)	You may use the functions of the Website only as agreed between the organisation you belong to and us, from a designated internet protocol (“IP”) address without using any “ID” (as covered in clause 4). You cannot use the “ Your account ” page. Your organisation will receive at least one (1) copy of the Print Edition per week.
	Coupon Subscription (fee-based)	You may use all functions of the Website and any Mobile Apps during the coupon’s term of validity.

We may at our sole discretion make certain parts of the Website and Mobile Apps available for free, and we may vary or terminate this from time to time. When you start using this Service for free, you agree to these Terms of Use.

2. How to Subscribe

Details of the types of Individual Subscriptions and associated subscription fees are available [here](#). Please also read our [FAQs](#) before signing up for a subscription.

Further details of the Corporate Subscriptions we offer are available [here](#). If you wish to subscribe for a group of Users, you need to enter into a Corporate Subscription agreement with us or through a sales agency designated by Nikkei (“Sales Agency”), depending on the

location of your organisation. These Terms of Use are one part of the terms of that Corporate Subscription agreement, and you shall have any nominated Users in your organisation agree to and follow these Terms of Use in using the Service. If there is any conflict between the Corporate Subscription agreement and these Terms of Use, the Corporate Subscription agreement shall prevail.

The Use of the Mobile Apps is also subject to the terms of the App Store or Google Play, whichever you have downloaded the Mobile App through.

3. Signing Up

By signing up for the subscription for the Service, you warrant to Nikkei that you have all rights and capacities necessary to execute a subscription contract and agree to these Terms of Use.

We will try to process your subscription promptly, but cannot guarantee that it will be activated by a specified time. By submitting your payment and other details, you are making an offer to us to purchase a subscription. When we have accepted your offer after successfully verifying your payment details and email address, a subscription contract will be formed, at which point we will provide you with access to the parts of the Service according to your subscription type. We reserve the right to reject any offer at our discretion, for any or no reason.

4. Personal Information

On signing up you will need to provide us with certain personal information, including an email address. All information we collect on signing up or subsequently will be managed with utmost care and used in accordance with our [Privacy Policy](#).

You warrant that the information you provide to us is true and accurate, and that either the credit card or PayPal Holdings, Inc. ("PayPal") account registered on the Service is valid and usable to pay the subscription fees. It is your responsibility to update the information we hold about you (such as your email address, delivery address, credit card information, and PayPal account information), through "[Your account](#)" page. We are entitled to rely on any information that you provide to us.

The email address that you provide must correspond to a named individual email account and not a generic or shared email account.

Each User with a subscription (except for an IP Subscription) will be issued a unique ID which enables you to use the relevant parts of the Service. You are not allowed to share your ID or give access to the Service or the Content to anyone else. Nikkei does not allow multiple Users to use the same ID. You are responsible for all use of the Service made using your ID and for preventing unauthorised use of your ID.

If you provide us with an email address that will result in you receiving our emails via a third party's network or device (e.g. your employer or college), then you promise that you are entitled to use the email address.

If you forget your password or suspect that someone else has accessed the Service using your ID and password, you can reset your password through the Service [here](#).

5. Subscription Term and Subscription Fees

For Individual Subscriptions, the subscription fee and term will be made clear to you on our signing up pages, or otherwise on the Website during the signing up process. The fee and term may vary from time to time, and the fee will vary depending on your country of residence. You agree to pay the fee at the rates notified to you at the time you sign up for your subscription. We will always tell you at least thirty (30) days in advance of any increase in your subscription fee, and offer you an opportunity to terminate it if you do not wish to pay the new fee. For certain subscriptions, you can choose a subscription term from one (1) month, three (3) months or twelve (12) months. Some subscriptions may be paid monthly and others will require a one-off payment in full.

For Corporate Subscriptions, the subscription fee and term will be set out in the Corporate Subscription agreement.

Taxes: Unless otherwise indicated, fees stated on the Website are inclusive of any applicable sales taxes. The breakdown of any applicable sales taxes payable with your purchase is indicated on the invoice you will receive.

Other costs: You shall bear any fee, charge or commission charged for paying your subscription fee. You are also responsible for paying any internet connection or telecommunications charges that you may incur by using the Website or any Mobile Apps.

6. Payment Method

Except for App Subscriptions, the subscription fee for an Individual Subscription can be paid by credit card or through the online payment service operated by PayPal. The subscription fee for a Mobile App Subscription can be paid by credit card or through the Mobile App. The subscription fee for a Corporate Subscription must be paid in accordance with the Corporate Subscription agreement.

Nikkei outsources the processing of credit card payments to Sony Payment Services Inc. ("Sony Payment"). To allow Sony Payment to process payments, you need to disclose and provide credit card information (such as the credit card number, expiration date and security code) to Sony Payment. Sony Payment will maintain your credit card number and the card's expiration date. Sony Payment will handle your information in accordance with its [Privacy Policy](#). Nikkei does not collect any credit card information. If payment authorisation is not received, or if any authorisation is subsequently cancelled, we may immediately terminate

your subscription. In suspicious circumstances we may contact the issuing bank/payment provider, law enforcement authorities and/or other appropriate third parties.

7. Cancellations and Renewals

You may not cancel your subscription, or any part of it, or change your subscription plan until the end of your subscription term.

Renewals: Other than Users with Coupon Subscriptions, your subscription is automatically renewed unless you change your subscription type or either you or we stop auto-renewal of your subscription. We will charge the subscription fee using the same payment method that you used previously. If you do not want your subscription to auto-renew, you must notify us you want to stop auto-renewal of your subscription in accordance with the termination process set out below.

How to stop auto-renewal: For Individual Subscriptions, you can stop auto-renewal of your subscription through the "[Your account](#)" page before the end of your subscription term (in Japanese Standard Time). For Corporate Subscriptions you can notify us as designated in the Corporate Subscription agreement.

If we stop auto-renewal of your subscription, we shall notify you in writing (including email) before the end of your subscription term.

8. Intellectual Property Rights

All Content belongs to Nikkei or its licensors, who own all associated copyrights and other intellectual property rights of the Content.

You acknowledge that you are not granted any rights to the Content and may not use (including but not limited to, making a copy of, duplicating, storing, playing, selling, reselling or reproducing in any other medium) all or any part of the Service and the Content unless such use is permitted by our [Copyright Policy](#).

9. Your Use of the Service

You agree that in using the Service, you will:

- a) not publish any content to the Service that infringes the rights of Nikkei or any third party, including any intellectual property rights;
- b) not transmit, link to or otherwise publish any content to the Service which discriminates or is libellous of any other person or damages any other person's reputation or integrity;
- c) not act fraudulently or for any criminal purpose;
- d) not transmit, link to or otherwise publish any content to the Service that is threatening, offensive, libellous, indecent, or otherwise unlawful;
- e) not cause any interference with the Service (for example by interrupting, disrupting or limiting any communication facilities, communication lines, electronic computers and other equipment and software used by Nikkei to provide the Service);

- f) not use or attempt to use Content outside the parameters we set depending on what subscription you have;
- g) not disclose or collect another person's personal information without that person's approval;
- h) comply with all applicable laws, regulations and any public orders;
- i) not act in a manner that hinders the operation of the Service, damages Nikkei's integrity, infringes on Nikkei's property, or causes any detriment to Nikkei or any other person; and
- j) not act in any manner that is determined to be inappropriate by Nikkei at its sole discretion.

Nikkei reserves the right to monitor Content usage by all Users (including in terms of volume and frequency) for the term of your subscription.

10. Print Edition

Nikkei will deliver the Print Edition weekly by postal service to the delivery address specified by you, as long as it is within our delivery areas, which will be communicated to you during the signing up process. We cannot guarantee delivery to shared or communal mailboxes, or where buildings do not have concierge facilities available. Once your application to subscribe has been accepted, Nikkei will aim to commence delivery of the Print Edition to you in twelve (12) of our working days. Once delivery has commenced, the Print Edition will be delivered at the frequency and at the delivery address(es) specified when your order was confirmed. Delivery may be subject to postal delays. If you have not received your Print Edition, please contact us (through the "[Contact us](#)" page).

Nikkei accepts no responsibility for any delay or failure in delivery due to circumstances outside of its control.

If you wish to change your delivery addresses, then we may be able to transfer delivery of the Print Edition to the new address that you provide to us (through the "[Your account](#)" page, for Users with Individual Subscriptions).

It is not possible to temporarily suspend delivery of the Print Edition.

We may use third parties to assist us in the delivery of the Print Edition to you.

11. Suspension and Termination of Subscriptions

In addition to Nikkei's right to terminate your subscription as provided for elsewhere in these Terms of Use, Nikkei may also suspend or terminate your subscription without giving you notice if Nikkei determines, in its sole discretion, that any of the following events has occurred or is likely to occur:

- a) you breach these Terms of Use;
- b) you do not have the legal capacity to enter into these Terms of Use;
- c) you have any outstanding debts to Nikkei, in Nikkei's opinion;

d) you engage in any business similar to the Service or have applied for the Service for the purposes of providing any third party engaging in such business with information about the Service;

Any termination of your subscription in accordance with these Terms of Use is without prejudice to any other rights or remedies you or Nikkei may be entitled to under these Terms of Use or at law and shall not affect any accrued rights or liabilities you or Nikkei may have at the time of termination. Where we terminate your subscription, all your payment obligations to us existing at such time, including outstanding subscription fees, shall become immediately due and payable.

12. Change of the Service

Nikkei may add to, revise or otherwise change the scope of the Service at any time. Any significant reduction in the scope of your subscription will take effect only after we have given you a reasonable period of notice, and will apply only following your next payment that is due. As set out in more detail in clause 14, Nikkei is not responsible for any change to the Service caused by matters beyond Nikkei's control.

If Nikkei determines that it is no longer practical or economical to provide the Print Edition or other fee-based Service, then Nikkei may terminate the provision of such Service after giving no less than two (2) weeks' written notice. If Nikkei does terminate the provision of such Service, it will provide you with a pro-rata refund of the terminated element of any subscription fees paid in advance and relating to the remaining period of the subscription term. No further compensation will be given to you in relation to such termination. The unexpired part of your subscription (if any) shall continue in full force and effect.

13. Third party sites and content

Parts of the Service may contain advertising or other third party content. Advertisers and other third party content providers are responsible for ensuring that such material complies with all applicable laws. Nikkei is not responsible for any third party content placed on the Service, including for any error, omission or inaccuracy in any advertising material placed on the Service. The Service may also contain links to other websites. Nikkei is not responsible for the availability of these websites or for their content.

14. Liability

While Nikkei tries to keep its Service safe, secure, and functioning properly, Nikkei cannot guarantee the continuous operation of, or access to, the Content or the Service. Nikkei will use reasonable efforts to remedy any faults or interruptions that we are aware of, but Nikkei is not liable for matters beyond its control.

You acknowledge that Nikkei provides the Service and Content on an "AS IS" and "AS AVAILABLE" basis. Nikkei does not make any promises as to the quality, completeness or accuracy of the Content.

The Content (including any information we publish regarding any third party product(s) or service(s)) is only for your general information and entertainment purposes. The Content, including any content published on the Service by a User, and any other content provided by third parties and distributed by Nikkei, does not constitute any form of advice, recommendation, representation, endorsement or arrangement by Nikkei. It is not intended to be, and should not be, relied upon by Users in making (or refraining from making) any specific investment, purchase, sale or other decisions. Appropriate independent advice should be obtained before making any such decision, such as from a qualified financial adviser.

Any agreements, transactions or other arrangements made between you and any third party named on (or linked to from) the Service are at your own responsibility and entered into at your own risk. Any information that you receive via the Service, whether or not it is classified as "real time", may have stopped being current by the time it reaches you. Share price information may be rounded up/down and therefore Nikkei does not take any responsibility for its accuracy.

You agree that if we are in breach of these Terms of Use, we will only be responsible to you for any damages that you incur arising out of your use of the Service or the Content (to the extent that our liability is not otherwise excluded by this clause) as follows:

- If you incur any loss as a result of using the Service or Content outside the scope of these Terms of Use, Nikkei accepts no responsibility or liability to you for this.
- Nikkei will only be responsible for loss or damage you suffer which is a reasonably foreseeable result of Nikkei's breach of a legal duty of care owed to you.
- In no event shall the liability of Nikkei or its affiliates exceed the amount, if any, paid by you to Nikkei for the particular subscription product to which the claim relates.
- Nikkei will not be responsible to you for any loss or damage suffered by your business, such as lost data, lost profits or any business interruption.

The limitations of liability in this clause apply for the benefit of Nikkei, its affiliates and all of their respective officers, directors, employees, agents or any company to whom Nikkei transfers our rights and obligations in accordance with these Terms of Use.

To the fullest extent permitted by law you acknowledge and agree that our third party content and data suppliers have no liability whatsoever to you in respect of any of their data supplied to you through the Service or as part of the Content.

15. General

Nikkei reserves complete editorial freedom in the form and substance of the Content and may add to, remove or edit Content at any time on a permanent or temporary basis and with or without notice.

If any part of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms of Use, which will remain in full force and effect.

You may not assign, transfer or licence any of your rights or obligations under these Terms of Use. We may assign any of our rights or obligations under these Terms of Use to any company and if we do, we will ensure that the assignee will continue to honour your rights under these Terms of Use.

Failure by you or us to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy. Headings in these Terms of Use are used for convenience only and will have no legal meaning or effect.

These Terms of Use constitute the entire agreement between you and Nikkei relating to your use of the Service and the Content. Unless otherwise provided in these Terms of Use, they supersede all previous communications, representations and arrangements, either written or oral.

These Terms of Use are written in English and if there is any conflict between the English version and any translated version (including the Japanese version), the English version shall prevail.

You warrant that you are not, and will not be in the future, a member of or in any way associated with, an organised crime group or any other kind of anti-social forces group. You agree that you will not conduct any unjust act against Nikkei in the name of anti-social forces.

These Terms of Use are governed by Japanese law and you agree to the exclusive jurisdiction of the Tokyo District Court. You agree that Nikkei reserves the right to bring proceedings against you in the applicable courts of your place of business.

As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms of Use affects your rights as a consumer to rely on such mandatory provisions of local law.

You may make an inquiry regarding the Service through the "[Contact us](#)" page.

16. Changes to these Terms of Use

Nikkei may change these Terms of Use at any time. Nikkei shall publish the revised Terms of Use and their effective date on the Service before the effective date, and the revised Terms of Use shall be effective as of the effective date. By continuing to use the Service, you agree to the revised Terms of Use.

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