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1. Use of the Service

1.1 You agree and accept that you will use the Service for personal interest or for lawful purpose under the terms and conditions set forth herein only and will not use the Service for commercial purpose or for any unlawful or public immoral purpose. In addition, you also agree that:

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(a) you will not express any comment or post, publish any Content that is libelous, abusive, pornographic, obscene, vulgar, defamed, untrue, incited, inappropriate or unlawful or make links to other websites or services that contain such Content;

(b) you will not post or publish any Content that resembles as a chain letter, money making, advertising, publicizing, trading, delivering, supplying, assuring or paying for any goods or service, doing any commerce or transaction or contacting among users;

(c) you will not express any comment, post or publish any Content in a manner that threatens, defames or assaults other persons;

(d) you will not express any comment or otherwise act as our Moderator or Webmaster;

(e) you will not express any comment, post or publish any Content related to the King or the dynasty of Thailand or other nations, nor express, post or publish Content about religion, race, sex, sexual orientation, age, politics or inferiority of other people that could cause disturbance, separation, disharmony or quarrel.

(f) You will not post your comment repeatedly, whether on the same or different content.

1.1.2 You will not infringe any intellectual property rights or other rights of any person or entity such as copyright, patent, trademark, trade secret or other intellectual properties as determined by laws, whether by any means.

1.1.3 You will not use the Service for any purpose that is unlawful or contrary to morality or these terms and conditions of use. You also will not use the Service in any manner that could cause damage, loss or injury to us or to others and will not impede, interfere or disturb any other person's use of the Service or our providing of the Service. You will not attempt to gain unauthorized access to any person's personal information, computer systems or networks associated with the Service without our prior written permission.

1.1.4 You will not transmit or post or publish any Content that contains virus, spam mails, harmful or any unwanted programs.

1.1.5 You will not act otherwise violate to our announcements or policies, these terms and conditions of use and their change, modification, amendment and alteration which will be published or revised later.

1.2 If we have found or been notified that you have violated any of the terms and conditions of use to be posted or published herein, we reserves the right, but disclaims any obligation or responsibility, to stop, suspend or discontinue your use of the Service, disallow you to access to or use of the Service, cancel your membership, remove or delete any Content that we consider might cause any problem or are unable to accept, terminate your account, whether temporarily or permanently, report your violation to law enforcement authorities and/or take any legal action as deemed appropriate immediately without prior written notice.

1.3 In case you register for any of our Service, but you are no longer use the registered Service for 45 consecutive days, we reserve the right to terminate your account and delete your Content and/or personal information immediately without notice.

1.4 We reserve the right to change, improve, repair, restore, maintain, stop, suspend or discontinue the Service temporarily or permanently at any time without notice. We will not be responsible for any loss, damage or injury incurred thereby.

1.5 Premium member who registers for our digital archived service will receive the special privilege to view our exclusive contents archived on www.bangkokpost.com website, which comprise of contents used to be displayed on www.bangkokpost.com website and contents used to be published on Bangkokpost newspaper. The member of the digital archived service will be able to access to view the last 1 year exclusive contents starting from the first date of log in to the digital archived service (excluding the accessing to view the last 60 days exclusive contents without charge). The period that the member can use the digital archived service is based on the type of the member package that you buy. We allow the member to use the digital archived service for viewing archived special contents only. The member agrees that you will not use the archived special contents for reference or for any other purposes not specifically allow in this clause. The member also agrees not to share or distribute your account and password to other persons and agrees to keep them confidential. Any activity made or occurred under your account and password even when such activity is made by others who have accessed to your account by using your password will be deemed as your activity and you are fully responsible for such activity. We reserve the right, at our sole discretion, to change the service fee and terms of use of the digital archived service and to stop or suspend providing you the digital archived service or to cancel your membership and terminate your account, temporarily or permanently, without notice if you have violated our terms of use of the digital archived service.

1.6 Since we operate the Service under the laws of the Kingdom of Thailand and our web policy is not to support or consent any user to use our web platform to cause a legal dispute especially under some sensitive articles, we encourage you to use the Service in accordance with our policy and in compliance with the applicable laws such as the Computer Crime Act. If you post or publish any Content in violation of the laws, you will be punished by laws.

1.7 We reserve the right to turn off any discussion board that we consider, at our discretion, comments on such board may cause legal dispute concerning Thai laws.

2. Privacy Policy

2.1 When you access to our website or use any of our Service, you agree that you authorize us to use, at no charge, your personal information and Content that you have given or provided to us or posted or published through our Service, or that we have recorded, stored, collected or processed in our computers. We record, store and collect your personal information from our users’ registration and by users’ voluntary participation in our surveys and contests, by server record and by cookies. The use of your personal information includes, but is not limited to, compiling statistics, advertising, marketing, providing, improving and developing our Service and sending any communication such as e-newsletter or legal notice. We share your personal information with the companies in our group, our advertising companies, and our business partners. They will use your personal information for the purpose specified in these terms and conditions only.

2.2 We have a policy to respect to your private right. We will not check, monitor, change or disclose your personal information unless we, in our sole discretion and without providing you a notice, believe necessary to do so by laws or by the orders of governmental agencies, or to prevent and protect our rights or properties, or to enforce these terms and conditions of use, or to protect the interests of other users. You may send us an email request to update or change your personal information.

2.3 In case of registration for any Service, you are responsible for keeping confidentiality of your password and account, and are fully responsible for all activities that occur under your password and account even when such activity is made by others who have accessed to your account by using your password.

2.4 We consider your personal information on our Service is required to be safeguarded. We use standard industry practices to carefully protect the confidentiality of your personal information, but no Content post or transmission over the Service can be guaranteed to be completely secure. Accordingly, we make no representations or warranties of any kind with regard to the sufficiency of these security measures and the security of any Content that you transmit to us. In the event that your personal information have been hacked, lost or damaged as a result of force majeure, breaching of this security by any person, technical malfunction or whatever causes or reasons, we reserve the right to refuse all liabilities and responsibilities incurred thereby.

3. Intellectual Properties

You agree and accept that all Content, logos, any part of the Service which include, but are not limited to copyrights, trademarks, service marks, trade names, databases, trade secrets, patents, know-how, ideas, concepts, source codes and any intellectual property on the Service are legally protected by the intellectual property law of Thailand, and are proprietary right, copyright, rights and properties of the company. You are not authorized to copy, adapt, reproduce, publish, forge, sell, distribute, rent, lease or otherwise use for any commercial or other unlawful interests or purposes or to act otherwise, whether in any manner, to the said intellectual properties or any part thereof without our prior written consent. If any person or entity breaches such restriction, we reserve the right to promptly take legal action against any wrongdoer without providing a notice.

4. Disclaimers

4.1 You agree and accept that some parts of the Content published or posted on the Service are written or made by users, advertisers or any person or entity such as Content on forums, chat rooms, blogs, message boards or social networks or Content relating to advertising, publicizing, trading, delivering, assuring, or paying for any goods or service or doing any commerce or transaction or contacting among users. Such Content are irrelevant and beyond the control of the company. We are just one of the channels providing an area to publish or post such Content; therefore we have no responsibilities or liabilities for any damage, prosecution, claim, infringement, computer crime or any other criminal or civil responsibilities or liabilities incurred by such Content. In addition, we shall not be responsible, nor held liable for, any correspondence, selling, buying, trading or other business dealings on or through any of our Service. You are solely responsible for your interactions with other users, providers of a third party’s services and any other parties with whom you interact on, through or in connection with our Service. These disclaimers include any error on or by Content, by providing news or articles, by data transmission and by any other acts of the company or relating to the company.

4.2 We will not be responsible for any loss or damage, including but not limited to those resulting from the loss or damage of personal information, the infringement of these terms and conditions of use, the use of the Service, the Content and any intellectual property published or posted on the Service and whatsoever resulting from any circumstance or reason including, but not limited to, by hacking, by force majeure, by computer crimes, by any action that violates the laws, by third parties or other persons or entities. You agree to waive your rights to claim us for any loss or damage caused thereby and to hold us free from any claim or prosecution by any person, and to be solely responsible for and to indemnify for any damage incurred thereby by yourself.

5. Waiver of the Content

Content on the Service made by the company are collected from various sources purpose to provide information, knowledge and advantage to users, and to report news as the media. We use our best effort to regularly collect correct and up-to-date information used for providing the Content. However, we make no representations or warranties of any kind that our Content published or posted on our Service are reliable, correct and update. You agree and accept that we work as a medium to provide news content and Content to users only, and we are unable to monitor and control all Content published or posted on the Service. Accordingly, we provide the Service without representations or warranties of any kind, including without limitation to the warranties that any Service of the company which includes the website, Content and other Services will (a) perpetually post or publish at any time (b) correct, complete, free of defects or faults, or merchantable for your particular purpose (c) appropriate for ordinary persons, (d) non-infringement of any right, (e) uninterrupted, (f) non-delay and (g) otherwise. You are borne to the entire risks from the use of the Service.

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7. RSS Feeds Service

We are a member of the "Society for Online News Providers" (SONP). The formation is aimed primarily at protecting the proprietary material of online news providers. SONP policy states that RSS feeds are the proper way for other websites to receive news content from online news providers. We have introduced official RSS feeds to any RSS feed user who may be web publishers, Webmasters, website owners and any person to use such RSS feeds to republish news content from our website on his websites. As all news contents contained in our website is copyright protected; therefore we authorize to use our news content by using RSS feeds method under the following terms and conditions;

7.1 We authorize any RSS feed user to republish our news content which typically contains headlines, 100-150 character summary and a URL links back to the original full-text articles on our website for each story in the feed. RSS feed users have to refer or cite to the source of the news by posting headlines with URL links to the source page on our website. We authorize to republish only the news content in our official RSS feeds which cannot search history of the republished news content on your websites. This permission is limited to republishing of our news content on your websites only.

7.2 We do not authorize any RSS feed user to republish international news or other news from AP, AFP and Reuters.

7.3 We do not authorize RSS feed users to republish our news content in any other manner from that described above (RSS feed) without our written permission. You have no right to reproduce, modify, copy, change, re-edit or do otherwise to distort from the original. If any person or entities copy, reproduce, modify, adapt, publish, post, distribute, rent, lease, re-edit or otherwise use for any commercial or other unlawful interests or purposes, whether in any manner, any intellectual properties of the company which include, but do not limit to, the Content, news content, logos, icons, software, trademarks, service marks, trade names, patent, source codes, know-how and all other materials on the RSS feed service without our prior written consent. We reserve the right to promptly take legal action against any wrongdoer to the maximum extent allowed by the applicable laws.

7.4 RSS feed users acknowledge that in normal journalistic industry practice, errors occasionally occur and we make no warranties as to the sequence, completeness, accuracy and reliability of our authorized news content or intellectual properties published or posted on our website or the official RSS feeds. In addition, we do not warrant and represent that our authorized news content and the use of our RSS feed service will be merchantability and fitness for a particular purpose, non-infringement, satisfactory quality, uninterrupted or error free, free of bugs, or that all defects will be corrected; or that the service will meet your needs. We provide the RSS feed service without warranty of any kind.

7.5 If we have found that any RSS feed user republishes any unauthorized news content or uses our news content for unauthorized purposes or causes any damage to the company or any person or entity, that RSS feed user is responsible for all damages by himself.

7.6 For details on how to use the official RSS feed, please refer to<http://www.bangkokpost.com/rss/> or contact komsantj@bangkokpost.co.th

8. Links

Our Service contains links to websites and services of other service providers. Once you leave our Service, we are no longer responsible for the Content and any Service and terms and conditions of use of those other service providers even if they cooperate with us to provide the Service or use our name. In addition, we are not responsible for any loss or damage caused by websites and services of those other service providers such as any loss or damage caused by viruses or unwanted programs of websites and services of those other service providers. Each service provider has different terms and conditions of use, we encourage you to read terms and conditions of use of that other service providers.

9. Modifications and Alterations

We reserve the rights to change, amend, modify, add and improve these terms and conditions of use without prior notice by posting new terms and conditions of use, and shall be deemed that any user who continues to access to the website or use any Service hereby agree implicitly to abide by such change, amendment, modification, addition and improvement.

10. Dispute resolution policy

You acknowledge that any Content and the Service are automatically processed by the computer which is beyond our reasonable control. We cannot monitor all Content published or transmitted over the Service. Accordingly, if you have encountered problems or have been damaged caused by any Content or the Service, or by the infringement of rights or intellectual property rights published or transmitted via the Service, or by the infringement of any terms and conditions of use, we ask you to follow our dispute resolution policy as follows:

10.1 Any person who suffers any damage from the use of our Service has to notify his claim clearly to the company in writing and send to the following address. The claim letter will include the following details;

(a) name and contact address

(b) telephone number / email

(c) description of claim and/or relevant evidence of fault (if any)

(d) recommendation, advice or request to the company

10.2 The claim letter and/or your recommendation will be sent to:

10.2.1 Claim and/or recommendation related to news content produced and published by the company;

To: Bangkok Post's editorial department

Telephone: 02-616-4114, 02-616-4115

E-mail: bpadmin@bangkokpost.co.th

10.2.2 Claim and/or recommendation related to advertising content;

To: Digital Media Advertising

Telephone: 02-616-4333

E-mail: digitalads@bangkokpost.co.th

10.2.3 Claim and/or recommendation related to others;

To: Webmaster

Telephone: 2-616-4000 ext. 1916

E-mail: webmaster@bangkokpost.com

When we have received such claim, we will initiate resolving the claim within 15 working days from the receiving date of such claim letter; provided however that the claim letter must be completely filled with the description specified above.

Since we need time to review and further investigate the facts and claim, you agree that during such process, you will not take legal proceeding against the company and you agree to waive your right to prosecute civil and/or criminal lawsuit against the company. In addition, you agree to disclaim the company to be responsible or liable for any delay or damage arising out of the company’s dispute resolution process.

11. Applicable law

In the event of any dispute, controversy or claim arising out of or relating to the use of the Service of the company, you agree that such dispute, controversy and claim shall be governed by the Kingdom of Thailand laws and settled by Thai courts.