TERMS AND CONDITIONS FOR CATALOGUE AND/OR ELECTRONIC ADVERTISING

1. Contract for Advertisement

a) These Terms and Conditions for Catalogue and/or Electronic Advertising shall apply to the advertising contract form or the online registration form (as applicable) submitted by the Advertiser specified therein and accepted by PCCW Media Limited ("PCM") in relation to advertisements to be advertised:
   (A) in the print catalogues currently known as the Yellow Pages Consumer, Yellow Pages Business, Yellow Pages Business - Hotel Edition, PCCW White Pages Business and PCCW Hong Kong Fax Directory;
   (B) on the website the current Universal Resource Locator ("URL") being http://www.yp.com.hk ("YP Web Site"), currently known as Internet Yellow Pages;
   (C) on the website the current Universal Resource Locator ("URL") being http://www.now.com ("now Web Site"), currently known as now Website;
   (D) on the wap site the current Wireless Application Protocol ("WAP") being http://wap.yp.com.hk ("YP WAP Site"), currently known as Mobile Yellow Pages;
   (E) on a channel delivered via the PCCW eye fixed line service, currently known as eyeYP;
   (F) on a platform through which now TV is delivered, currently known as yp 502;
   (G) other catalogues specified in the advertising contract form as may be added or renamed from time to time (as applicable);
   (H) the WAP site(s) and/or website(s) co-branded with logos authorized to be used by third parties (including, without limitation Overture Search Services (Ireland) Limited and Google Ireland Limited) and PCM (collectively and severally, the "Authorizor") ("Co-branded Sites") and/or other WAP Sites, URLs, media, service or platform ("Platform").
   (I) through a short message service (SMS) ("yp sms Service").

   For the purposes of this Agreement, YP Web Site, now Website, YP WAP Site, eyeYP, yp 502, Co-branded Sites and Platform shall hereinafter be individually or collectively referred to as "Display Sites". PCM is the reseller/agent/business partner of service providers ("SP") for accepting advertisements to be advertised through electronic mail and/or the yp sms Service.

b) The catalogue(s) that the Advertiser has selected in the advertising contract for the advertisement(s) to be published for the specified issues may include one or more print catalogues ("Print Catalogue") and selected Print Catalogue(s) may be digitized and made available over the Internet ("Electronic Catalogue") (collectively "Catalogue" or "Catalogue Advertising"). The classified product(s) that the Advertiser has selected in the advertising contract for the advertisement to be advertised for specified periods may be advertised on one or more Display Sites ("Electronic Advertising").

c) The Advertiser shall supply to PCM all text, graphical and other materials required for producing the advertisement(s) from time to time pursuant to this Contract ("Advertisements"):
   (i) In the case of Catalogue Advertising, promptly within 30 days after PCM's acceptance of the duly executed advertising contract; or
   (ii) In the case of Electronic Advertising, promptly within 3 Business Days (being any day which the banks are generally open for business, other than a Saturday, Sunday or public holiday in Hong Kong) after PCM's acceptance of the duly executed advertising contract.

   If the Advertiser does not comply with the foregoing obligations, then without prejudice to PCM's other rights: (i) any free or other offers providing the Advertiser with special advantages or privileges shall be deemed irrevocably withdrawn and/or rejected by the Advertiser; and (ii) the Advertiser shall pay for the subject matters of such offers according to the then prevailing rates charged by PCM unless the charges are waived in writing.

d) For Electronic Advertising, the Advertiser shall review any draft of the Advertisements prepared by PCM, and promptly (and in any event within 3 Business Days of receipt of such draft from PCM) inform PCM in writing if the Advertiser believes that changes to such draft are required. If the Advertiser does not inform PCM within the time period that changes to such draft are required, such Advertisement shall be deemed to be final and PCM is entitled to upload it onto the Display Sites. The Advertiser may, subject to PCM's discretion, be entitled to a minimum of one amendment free of charge within one month of uploading the Advertisement onto the Display Site or a period of time as determined by PCM.

e) The Advertiser undertakes to comply with all relevant codes of practice, directions or guidelines issued by PCM or the Authorizor applicable to advertising on the relevant Display Sites.

f) In the case of Electronic Advertising, PCM shall, subject to the limitations of the Internet as a communications medium, use reasonable endeavours to publish, advertise or procure the publication and/or the display of the Advertisements in the Electronic Catalogue and/or the Display Sites.

g) PCM and/or its affiliates may from time to time change the WAP or URL of, any materials on, or the naming, structure or any part of the Display Sites.

h) PCM reserves the right to reject the Advertisements or remove (temporarily or permanently) the Advertisements from the Catalogue and/or the Display Sites if:
   (i) the Advertiser has committed a breach under this Contract; or
   (ii) display, of the Advertisements causes or is likely to cause the Advertiser to commit a breach under this Contract, or (B) the Advertisements cause or are likely to cause offence for or infringe the rights of any third party, or is otherwise in breach of any relevant law, regulation, codes of practice, directions or guidelines ("Law") or instructed to do so by any third party; and acceptance, publication and/or display of the Advertisements shall not be regarded as approval, endorsement or adoption of the Advertisements or any information contained in it, or any waiver of PCM's rights in connection with this Contract.

i) PCM makes no representation or guarantee as to the publication, advertisement location of the Advertisements in the Catalogue and/or Display Sites and the classification or heading under which the Advertisements may be placed, and reserves the right to at any time make alterations to the Advertisements to ensure that the Advertisement is placed appropriately in the Catalogue and/or Display Sites and/or location relative to other advertisements.

2. Multi-Media Distribution

a) The Advertiser grants PCM and its affiliates the non-exclusive, irrevocable, royalty-free, worldwide, unlimited right, license and authority to: (i) use, store, reproduce, publish, advertise, display, distribute, resize, modify and prepare derivative works based upon the Advertisements, in whole or in part, and any changes thereto that the Advertiser provides to PCM or that PCM or its agents may otherwise develop or use under this Contract, in whole or in part, in such manner, format or media ("Multi-Media Distribution") as PCM and its affiliates may deem appropriate and for such purposes as it may see fit; and (ii) grant third parties the right, sublicense and authority to exercise all or any portion of the rights afforded to PCM and its affiliates under this clause 2 and clause 11, subject to such terms and conditions as PCM and its affiliates may deem appropriate, and to grant such third parties the right and authority to grant other third parties the right, sublicense and authority to exercise all or any portion of the rights afforded to PCM and its affiliates under this clause 2 and clause 11, subject to such terms and conditions as such third party sublicensor and/or PCM and its affiliates may deem appropriate. PCM, its affiliates, its sublicensees, and their sublicensees may, without limitation, use any means of communications or transmission in their exercise of any of the rights and licenses granted above. Multi-Media Distribution may encompass the Advertisements being downloaded or copied to, and stored in, any device (including without limitation a personal computer, personal digital assistant or mobile phone) and/or transmitted to or from any device.

b) PCM may from time to time and at any time commence, suspend, terminate or re-commence any Multi-Media Distribution provided that if any Multi-Media Distribution shall require payment of any extra advertising fees, PCM shall give prior notice to the Advertiser and the Advertiser may choose not to pay such extra advertising fees (in which case the Advertiser may not be entitled to participate in the relevant Multi-Media Distribution) by not less than 7 days' prior written notice to PCM.

3. Advertising Fees

a) For Catalogue Advertising, the Advertiser shall pay: (i) in relation to the first issue of each Catalogue published after the execution of this Contract by the parties, the advertising fees specified in the advertising contract; and (ii) in relation to successive issues of such Catalogue, the then prevailing advertising fees applicable to the relevant Catalogue as notified by PCM from time to time (individually or collectively, "Catalogue Advertising Fee"). Payment for the Catalogue Advertising Fee shall be made by the Advertiser before (i) the issue date specified in the advertising contract (in relation to the first issue of each Catalogue published or posted on-line after the execution of this Contract by the parties); and/or (ii) the issue dates of such Catalogue as notified by PCM from time to time (in relation to successive issues of such Catalogue) ("Issue Date").

b) For Electronic Advertising, the Advertiser shall pay the advertising fees as specified in the advertising contract ("Electronic Advertising Fee"). The Advertiser shall pay the Electronic Advertising Fee on the earlier of the following:
   (i) 30 days after the date on which this Contract is executed by the Advertiser (unless the Advertiser has supplied its relevant Advertisement to PCM in accordance with clause 1(c) of this Contract, and PCM has failed to include such relevant Advertisement in the relevant Display Sites within 1 calendar month of such date); and
   (ii) the date on which any one of the Advertisements is included in the relevant Display Sites or the date on which a DIY account is delivered to the Advertiser for uploading advertisements (if applicable) ("Billing Commencement Date").

   The Advertiser shall pay the Process/Administration Fee (P/A Fee) (if applicable) to PCM upon signing the advertising contract or when this Contract continues after the expiry of the relevant Minimum Contract Period specified in the advertising contract (as applicable). PCM may at its absolute discretion waive the Set Up Fee specified in the advertising contract (if applicable) after the relevant Minimum Contract Period.

c) The Catalogue Advertising Fee and Electronic Advertising Fee shall be collectively referred to as "Advertising Fees".

d) If requested by PCM, the Advertiser shall make full payment of the Advertising Fees or any other fees under this Contract (if applicable) before PCM performs any of its obligations under this Contract. PCM shall be under no obligation whatsoever towards the Advertiser pursuant to this Contract before receiving such payment.

e) If PCM accepts deferral of payment for the Advertising Fees, the Advertiser shall pay the Advertising Fees by the expiry of the earlier of (i) 30 days of the date of any invoice issued by PCM in connection with this Contract; and (ii) any other period specified on such invoice for payment. The Advertiser shall pay interest at the rate of 15% p.a. on any unpaid Advertising Fees calculated daily from the date on which payment is due until the date of actual payment in full.

f) Although PCM may accept deferral of payment for the Advertising Fees, PCM may at any time and from time to time issue an invoice for all or part of any unpaid Advertising Fees. Without limiting the generality of the foregoing, PCM is entitled to issue an invoice for all or part of any unpaid Advertising Fees if (i) any of the Advertising Fees or other sums payable by the Advertiser under this Contract remains unpaid in breach of clauses 3(a) and/or 3(b); or (ii) this Contract is terminated under clause 7.

g) PCM may, to the extent permitted by law, take such action as it reasonably thinks fit to enforce these terms and conditions including without limitation, employing accountants, auditors, lawyers and/or third party debt collection agents to recover all or part of any unpaid amounts (including the Advertising Fees) due and owing under this Contract. The Advertiser shall fully indemnify PCM for all costs and expenses (including reasonable legal fees) reasonably incurred by PCM in respect of any such enforcement actions. The Advertiser agrees and authorizes PCM to disclose relevant information to such persons for the purposes stated in this clause 3(g).

h) For the avoidance of doubt, it is confirmed that the discontinuance or transfer of the use of the telephone or facsimile numbers or URL referred to in the Advertisements shall not relieve the Advertiser's payment or other obligations under this Contract.

i) The Advertiser shall pay any extra handling fee which PCM may charge if (x) the Advertisements are not supplied to PCM in accordance with this Contract by the Advertiser; and/or (y) the Advertiser requests alterations to the Advertisements after they have been provided to PCM for processing. For the avoidance of doubt, this clause (i) applies without prejudice to any other rights of PCM.

j) PCM may at any time require the Advertiser to provide a deposit as security for payment of the Advertising Fees and for any loss or damage which is actually or may be incurred or sustained by PCM as a result of any actual or anticipated non-observance or non-performance on the part of the Advertiser of any terms, conditions or obligations under this Contract. PCM may, without prejudice to its other rights and remedies, deduct from the deposit any amount payable by the Advertiser under this Contract, but shall subject to clause 7(e), refund the deposit (without interest) after termination of this Contract.

4. Representations, Warranties and Undertakings

a) The Advertiser represents and warrants that at all times:
   (i) the Advertiser has the right to use, publish, reproduce, display, distribute, publicly display, promote, resize, rearrange, modify and create derivative works from any and all content including all data, text, names, graphics, pictures, photographs, sound, moving images, videos, trade names, illustrations, symbols, logos, addresses, URL links, trademarks, service marks, product shots, messages, reviews, customer lists or any other material ("Content") and publish and/or advertise any business, product or service referred to in such Content in the Advertisements in the manner contemplated in this Contract;
   (ii) the Advertiser has the right to provide the Advertisements to PCM and the right and authority to grant PCM the additional rights afforded by these terms and conditions without the consent or authorization of any other person or entity, and the exercise of any such rights, licenses or authorizations by PCM or its sub-licensees will not infringe any copyright, intellectual property right, right of publicity or privacy rights of any third party;
   (iii) publication and/or advertisement of the Advertisements in the manner contemplated by this Contract does not and will not be in breach of any Law, and will not infringe any copyright, trademark right, other intellectual property right, moral right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party, or result in tort, injury, damage or harm to any third party, and will not cause PCM, the publisher and printer of any publication in which the Advertisements are contained, their affiliates, and the officers, employees, sub-contractors and agents of any and all of the foregoing ("Covered Parties") to breach any Law or to infringe any copyright, trademark right, other intellectual property right, moral right, personality right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party;
   (iv) the Content in the Advertisements are not inappropriate, offensive, defamatory, obscene, indecent, vulgar, pornographic, defamatory, misleading, deceptive, does not harm minors in any way or which is not suitable or appropriate for viewing by minors;
   (v) any hyperlinked site or URL displayed on the Display Sites does not, expressly or impliedly, falsely represent that it, or the goods or services described in it, have the endorsement, sponsorship or approval or association with PCM;
   (vi) any telephone number or hyperlink in the Advertisements to the Advertiser's WAP site and/or URL must connect or link directly to the home page of the Advertiser, without intervening redirects or pop up windows;
   (vii) the Advertiser shall not state or imply that the Authorizor endorses or is the source of the Advertiser's products or services;
   (viii) the Advertiser gives PCM and the Authorizor a non-exclusive, worldwide right to use, publish, reproduce, distribute, publicly display, promote, resize, rearrange, transmit, modify and create derivative works of the Advertisements for publication and advertising on the Advertiser's behalf in the manner contemplated in this Contract and to permit users (being users of mobile phones or the Internet through a computer, PDA, WAP telephone or other device, media, service or platform capable of receiving the Advertisements) to use such content for personal use (in the case of Electronic Catalogue and Electronic Advertising); and
   (ix) the Advertiser warrants that PCM and the Authorizor's exercise of the right granted to it in the above sub-paragraph (viii) does not and will not, infringe the rights of any third party, including without limitation any intellectual property rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties, or any other rights of third parties; or result in any tort, injury, damage or harm to any third party.

b) The Advertiser agrees to notify PCM promptly in writing if the Advertiser's right and authority to use any Content in the Advertisements, in whole or in part, changes or any proceedings contesting that right and authority are initiated. The Advertiser agrees that it will be solely responsible for the enforcement and protection of any of the intellectual property rights included in or in connection with the Advertisements.

c) The Advertiser further warrants that the person signing this Contract on behalf of the Advertiser, and the person signing this Contract on behalf of the Advertiser warrants that he has been duly authorized by the Advertiser to enter into this Contract, and that this Contract constitutes a binding contract enforceable against the Advertiser.

d) The Advertiser shall be solely responsible and liable for all of the Content of the Advertisements, including but not limited to (i) any and all contact numbers, addresses, pictures, illustrations, trade marks, trade names and other materials appearing in the Advertisements; (ii) the nature of the business, profession, product or service described or referred to in the Advertisements; and (iii) the accuracy and completeness of the information in the Advertisements.

e) The Advertiser is liable to PCM and its affiliates if the Advertiser breaches these terms and conditions or acts negligently under the principles applied by the courts. The Advertiser is not liable for any loss PCM or its affiliates suffer to the extent the loss is caused by PCM or its affiliates through its negligence or breach of these terms and conditions.

f) The Advertiser understands that PCM and its affiliates will not accept liability for any claim in the event of any infringement of copyright, trademark right, intellectual property right, moral right, personality right, publicity right, privacy right, rights to payments of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the Advertisements. The Advertiser agrees to indemnify PCM and its affiliates against any claim based upon any infringement of copyright, trademark right, intellectual property right, moral right, personality right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the Advertisements. The Advertiser warrants that the Content in the Advertisements provided are valid upon Contract signing and for no less than 1 year from date of the publication of the Catalogue and/or display on the Display Site.

g) For the Print Catalogue, unless otherwise expressly specified, the territory in which the Print Catalogue will primarily be distributed is Hong Kong.

5. Personal Data

Depending on the service or combination of services subscribed for in the advertising contract, the personal data and other information so provided are collected, used and retained by either one or more of the service providers of PCCW Group including Hong Kong Telecommunications (HKT) Limited ("HKT"), PCCW Mobile HK Limited and PCCW Media Limited (as the case may be) in accordance with the requirements in the Personal Data (Privacy) Ordinance and the Privacy Policy Statement which is accessible at http://www.pccw.com/legal/privacy.html which also governs, together with HKT's General Conditions of Service (if applicable), how such personal data and other information are used and to whom they may be disclosed. The main purpose for which the data and other information are used and/or disclosed is for the processing and provision of the subscribed and related services. The data may be disclosed to affiliates, related companies, debt collection agents, third party channel providers or other business partners for provision of the services as well as promotion of different goods and services.

6. Indemnity

a) None of the Covered Parties shall have any responsibility or liability in connection with the Advertisements or the publication or posting of the Advertisements, or for any loss or damage whatsoever or howsoever suffered or incurred by any party in respect of the Advertisements or the publication and/or posting of the Advertisements.

b) The Advertiser shall at all times indemnify and hold harmless each of the Covered Parties (i) for any costs (including legal costs), losses or damages incurred or suffered by each of the Covered Parties in connection with any breach of the Advertiser's representations, warranties, undertakings or obligations under this Contract; and (ii) without limiting the foregoing, against all claims, actions, proceedings, demands (including legal costs), costs, expenses, liabilities, losses or damage incurred or suffered by each of the Covered Parties arising out of any act or omission of the Advertiser in connection with the Advertisement or the publication or the display of the Advertisements.

7. Term and Termination

a) For Catalogue Advertising and Electronic Advertising, subject to other provisions on early termination, this Contract shall be binding after PCM's acceptance of the duly executed advertising contract until the Minimum Contract Period(s) for all selected service products specified in the advertising contract have expired..

b) Prior to the expiration of the Contract, PCM is entitled to contact and offer a renewal service product plan to the Advertiser ("Renewal Offer"). If the Advertiser agrees to renew the existing advertising contract in accordance with such renewal, the existing Contract shall be renewed accordingly. If (a) PCM is unable to contact the Advertiser regarding the renewal; or (b) the Advertiser fails to respond to and/or confirm the Renewal Offer, the existing Contract shall, subject to clause 7c), be extended for successive one (1) month periods ("Monthly Renewal Periods") on the same terms and conditions until the Advertiser gives at least thirty (30) days' prior notice of termination (or any other period as specified by PCM in the advertising contract) to PCM.

c) Unless otherwise specified and/or notified by PCM, all the free gifts, free products, free services, waiver, discount or rebate offered by PCM during the existing advertising contract shall not be offered by PCM during the Monthly Renewal Periods. Notwithstanding clause 7b), PCM is entitled to exclude the application of clause 7b) to certain service products expressly identified by PCM in the advertising contract.

d) PCM shall at any time have the right to terminate this Contract immediately without liability to PCM but without prejudice to its rights where:
   (i) a 1 month or more notice of termination has been provided to the Advertiser;
   (ii) any of the Advertising Fees or other sums payable by the Advertiser under this Contract remains unpaid in breach of the terms of this Contract;
   (iii) the Advertiser commits a breach of any of the terms and conditions contained in this Contract;
   (iv) the Advertiser becomes subject to the Law as to insolvency and/or bankruptcy or makes any arrangement or composition with its creditors or has a receiver appointed or enters into liquidation; or
   (v) the Advertisements, in PCM's reasonable opinion, cause offence for or infringe the rights of a third party, or is otherwise in breach of any Law.

e) If the Advertiser repudiates this Contract and/or where PCM terminates this Contract pursuant to clause 7(d)(ii), (iii), (iv) or (v) above, PCM shall without prejudice to its other rights and remedies, be entitled to forfeit all deposits and/or all other sums prepaid by the Advertiser under this Contract as liquidated damages.

8. Post Termination

The termination of this Contract shall be without prejudice to any pre-existing rights or obligations of the parties.

9. Limitation of Liability

a) Notwithstanding any other provisions of this Agreement but subject to clause 9(b), PCM's total liability for any costs, claim, damage or loss shall be limited to the total amount of payments received by PCM under this Contract.

b) Neither PCM nor the Authorizors or any of its Affiliates or their respective officers, directors, shareholders, employees, agents, contractors or subcontractors shall be liable for indirect, special, consequential, collateral, incidental or punitive damages including, without limitation, loss of business, revenue, profit, goodwill, anticipated savings or contracts, loss of use or value of any equipment or software, loss of data, costs of procuring substituted goods or services, interruption of business, claims of third parties and all associated and incidental costs and expenses, whether or not PCM or the Authorizors was or should have been aware of the possibility that such damage could occur. For the purposes of this clause 9(a), "Affiliates" means in relation to any person or entity, an entity or person that directly or indirectly controls, is controlled by or is under common control with that person or entity, and the term 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities or a written voting rights agreement.

c) To the extent permitted by law, PCM disclaims any obligations and warranties, whether express or implied, as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, reliability, security, timeliness and performance of the Advertisements. Without limiting the generality of the foregoing, PCM does not warrant (i) that the Advertisements will be published or posted without error or omission; (ii) the number of responses to the Advertisements or any other business benefit or suitability of the Advertisements for any particular purpose; (iii) that the Catalogue will be published or posted in a particular month; (iv) any particular method of distribution or that the distribution of any Print Catalogue will begin or end on a particular day; and (v) the number or percentage of residences or businesses that will view, receive or use the Print Catalogue(s).

d) All Catalogue Advertising and Electronic Advertising displayed by PCM and/or the Authorizor under this Contract are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement. Neither this Contract nor any documentation furnished under it is intended to express or imply any warranty that the Catalogue Advertising and/or Electronic Advertising will be uninterrupted, timely or error-free. In the event that the Authorizor fails due to its own fault, to publish the Advertisements on any particular location or in any particular manner (if such is required), the sole liability of Authorizor to the Advertiser shall be limited to placement of the relevant content of the Advertisements at a later time or refund to the Advertiser an amount paid by the Advertiser for the publication of the relevant content of the Advertisements.

10. Assignment

The Advertiser shall not assign, transfer, convey or otherwise dispose of any of its rights, title, benefits, interests, obligations, liabilities, and responsibilities under this Contract except with the prior written consent of PCM. PCM may, at any time and from time to time with or without notice to the Advertiser, assign and/or novate its rights or transfer, sub-contract, convey or otherwise dispose of any of its rights, title, benefits, interests, obligations, liabilities, and responsibilities under this Contract (including those under this clause) to any entity.

11. Links

If the Advertisements contain links, the Advertiser hereby: (a) grants to PCM and its sub-licensees a royalty-free unrestricted right and license to establish such links and to link users of the Advertisements to the website(s) designated in the Advertisements and to cause the link(s) to open a new browser window(s) and publish the website(s) designated by such links(s) within such window within the Advertisements; and (b) represents and warrants that (i) the Advertiser has the right to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any right of any third party; and (ii) all copy and content of all websites to which the Advertisements link complies in all respects with all applicable laws and regulations.

12. Governing Law

This Contract shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13. Performance

PCM shall not be under any liability for any loss or damage resulting from delay or failure to perform this Contract in whole or in part where such delay or failure shall be due to disruptions to the normal production schedule affecting generally one or more publications of PCM and/or the publisher of the Print Catalogue (as applicable), compliance with any Law applicable to its performance being impossible or unduly difficult, or causes beyond its reasonable control, including, but not limited to, war, terrorist activity, the threat of imminent war or terrorist activity, riots or other acts of civil disobedience, insurrection, widespread disease, power outage, Internet outage, failure or instability, computer virus, power failure, labour dispute or shortage, acts of God, restraints imposed by governments or any other legal authority or any other industrial or trade disputes, inability or delay in granting or obtaining government approvals, consents, permits, licences or authorities including but not limited to, from government agencies, or termination or withdrawal of such approvals, consents, permits or licences, any change in applicable Law, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities. For the avoidance of doubt, the following shall not be considered as force majeure event: (i) consummation of contracts with third parties or performance thereunder; or (iii) inability to pay amounts due.

14. Notices

Any notice required to be given may be given (a) personally to the other party or (b) by post or facsimile to the address or facsimile number specified in this Contract or as otherwise notified in writing by the other party. Any such notice shall be deemed to have been received at the time when, in the ordinary course of post or facsimile transmission, it should have been delivered to the address or facsimile number to which it was sent. The Advertiser undertakes to notify PCM in writing within 48 hours of any change of its address or facsimile number.

15. Entire Contract

This Contract which comprises of the advertising contract submitted by the Advertiser and accepted by PCM, these terms and conditions and the attached schedules (if any) embodies the entire understanding between the parties and supersedes prior agreements and representations between the parties, whether written or oral, regarding the subject matter contained herein.

16. Variation

PCM may modify or delete the terms and conditions of this Contract at any time and from time to time by publishing amendments to this Contract on the website(s) the current URL(s) being www.yp.com.hk and/or http://ypsms.com.hk; or by giving not less than 7 days' prior notice to the Advertiser.

17. Non-Waiver

A failure or delay to exercise, and any single or partial exercise of, any right, power or remedy under this Contract shall not operate as a waiver. The rights, powers and remedies of the parties are cumulative and are not exclusive of any rights, powers or remedies by Law.

18. Severability

If any provisions of this Contract shall be construed to be illegal, invalid or unenforceable, they shall not affect the legality, validity and enforceability of the other provisions. The illegal, invalid or unenforceable provision shall be deleted and no longer incorporated in this Contract but all other provisions shall continue.

19. Miscellaneous

a) The English version of the terms and conditions of this Contract shall prevail over the Chinese version (if any) in the event of any inconsistency.

b) In the event of any inconsistency between the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:
   (i) the provisions of any attached Schedules (if applicable);
   (ii) the provisions of clauses 1 to 21 in these terms and conditions; and
   (iii) the duly executed advertising contract accepted by PCM.

c) In this Contract, unless the context otherwise requires:
   (i) references to this Contract shall be construed as references to this Contract as modified, amended or supplemented from time to time;
   (ii) words importing the singular meaning include the plural meaning, and vice versa; and
   (iii) any reference to a clause or a schedule is to a clause in or a schedule to this Contract.

ADDITIONAL TERMS APPLICABLE TO CATALOGUE ADVERTISING

20. Issue Date & Delivery

a) The Issue Date specified in this advertising contract and the Issue Date of the successive issue of the Catalogue ("Issue Life") is not fixed. PCM typically prints or posts the Catalogue in twelve-month intervals but has the right to extend or reduce the Issue Life, with or without notice to the Advertiser. In such event, the parties agree that advertising charges for an affected Catalogue will be proportionally increased or reduced and billed to the Advertiser.

b) PCM and/or its appraised agents will make general delivery of the Print Catalogue in accordance with PCM's business practices. PCM does not guarantee that every resident and business will receive a copy of the Print Catalogue or that every Print Catalogue printed will be distributed. The Advertiser acknowledges that the distribution date of the Catalogue shall be deemed to be the date when the Electronic Catalogue is made available to and accessible and downloadable by Internet users, or when the Print Catalogue is delivered in accordance with PCM's business practice, whichever is earlier.

ADDITIONAL TERMS APPLICABLE TO ELECTRONIC ADVERTISING

21. Display of Advertisements in Co-branded Sites

a) The Advertiser acknowledges and agrees that positioning of the Advertisements within the Co-branded Sites (including without limitation its timing) will be at the sole discretion of the Authorizor. The Authorizor has not made any guarantees with respect to any statistics whatsoever relating to the Advertisements. Further, the Authorizor reserves the right, at any time, to redesign, improve, enhance or modify the organization, structure, specifications, "look and feel" navigation guidelines and other elements of the Co-branded Sites, and where necessary, amend the Advertisements accordingly.

b) All Content of the Advertisements which are capable of being displayed on the Co-branded Sites must comply with all specifications and restrictions as may be notified or published by Authorizor from time to time, including those set out in the Authorizor's standard Sponsored Match specifications and restrictions, including without limitation as set forth in URL http://help.yahoo.com/help/hkc/sponsored/match. If the Advertisements breach these specifications or restrictions or the terms set out in this clause, the Authorizor has the right to suspend performance of all or any obligations in respect of the Advertisements until such breach is fully remedied. The right to suspend performance is without prejudice to such other equitable and legal rights as the Authorizor may have for the Advertiser's breach.

c) The Authorizor has the right to reject any contest, sweepstakes or other promotional offer (collectively a "Promotion") in its absolute discretion. Notwithstanding inclusion of a Promotion, the Authorizor shall not be responsible for the content of such Promotion and the acquisition and fulfillment of all prizes in connection with such Promotion and other products or services offered by the Advertiser and any activities related thereto (such as shipping and fulfillment of prizes, and customer service) and for any acts or omissions that occur in connection therewith.

d) The Authorizor reserves the right to take down or not display the Advertisements (including the name and other information of any Advertiser and any URL link) at any time. The Authorizor has no obligation to display the Advertisements unless the Advertisements comply with all Laws applicable to the Advertisements and the Authorizor's and its partners' standard advertising specifications and restrictions, including without limitation those as set forth at URL http://solutions.yahoo.com.hk/mediakit.html. Without limiting the foregoing, the Authorizor reserves the right to preserve the user experience of the Co-branded Sites and will remove the Advertisements if Authorizor in its discretion believes that such Advertisements negatively affect the user experience.

e) The inclusion of the Advertiser's WAP site and/or website in the Display Sites or the display of the Advertisements do not imply that its WAP site and/or website is included automatically into the Authorizor's website directory and its search results database.

f) If the Authorizor makes a decision to take down or not display the Advertisements as referred to in this Contract or to display the Advertisements only if certain modifications are made, the Advertiser must take such action as is necessary to give effect to this decision immediately upon notice from the Authorizor.