

TKONG TERMS OF USE AND SERVICE

Effective Date: 2 August 2026
Last Updated: 2 August 2026

1. Introduction

These Terms of Use (“Terms”) govern your access to and use of Tkong.net, including its articles, news reports, commentary, interviews, photographs, videos, audio recordings, archives, reader accounts, newsletters, submission functions, commenting features and other content or services made available through the website.

In these Terms, the website and its related website-based functions are collectively referred to as the “Site”.

By accessing or using the Site, creating an account, submitting content, posting a comment or otherwise interacting with Tkong.net, you agree to be bound by these Terms and by any policies expressly incorporated into them.

If you do not agree to these Terms, you must not use the Site.

2. Scope of These Terms

These Terms apply only to Tkong.net and its editorial, publishing and website-based functions.

These Terms do not govern Tkong Access, Tkong Backbone Access Services, virtual private network services, proxy services, network access services, private lines or any other separately operated telecommunications or connectivity service.

Any such service is subject to its own terms and policies.

3. Meaning of “Tkong”

In these Terms, “Tkong”, “we”, “us” and “our” refer to the operator responsible for administering and publishing Tkong.net under the Tkong name.

Tkong is used as an independent editorial, publishing and media identity.

The use of the Tkong name does not by itself represent that Tkong.net is operated by a company incorporated in Hong Kong, Mainland China or any other jurisdiction.

Tkong Corporation Limited is not the operator of Tkong.net and is not a party to these Terms unless a particular notice, transaction or written agreement expressly identifies it as such.

Questions concerning the Site or these Terms may be sent to:

Email: tkong@tkong.net

A		A
B	4. Additional Policies	B
C	1. These Terms incorporate, where applicable:	C
D	2. the Tkong Privacy Policy;	D
E	3. any copyright or licensing notice displayed with particular content;	E
F	4. any submission or contribution guidelines;	F
G	5. any commenting or community guidelines;	G
H	6. any correction or complaints policy; and	H
I	7. any additional conditions expressly presented in connection with a particular Site feature.	I
J	Where a content-specific or feature-specific written notice directly conflicts with these Terms, the specific notice shall apply to that content or feature to the extent of the conflict.	J
K	5. Eligibility	K
L	Publicly available editorial content may generally be accessed by readers of any age.	L
M	To create an account, submit material or use an interactive feature, you must have the legal capacity required under the law applicable to you.	M
N	Where a person is not legally capable of agreeing to these Terms independently, that person may use an account-based or interactive feature only with the permission and supervision of a parent or legal guardian.	N
O	The parent or guardian shall be responsible for the relevant use of the Site.	O
P	6. Changes to These Terms	P
Q	Tkong may amend these Terms from time to time.	Q
R	Except where an immediate change is reasonably necessary for legal, security, technical or operational reasons, notice of a material amendment will be published on Tkong.net at least seven days before the amendment takes effect.	R
S	The notice may identify the effective date and summarise the principal changes.	S
T	Your continued use of the Site after an amendment takes effect constitutes acceptance of the amended Terms.	T
U	This section does not remove any right that cannot lawfully be excluded.	U
V	7. Changes to the Site	V
W	Tkong may add, modify, reorganise, archive, restrict, suspend or discontinue any part of the Site.	W
X	This may include changes to:	X
Y		Y
Z		Z

A		A
B	1. the design or structure of the Site;	B
C	2. reader accounts;	C
D	3. commenting or submission functions;	D
E	4. newsletters;	E
F	5. archives;	F
G	6. categories or publication formats;	G
H	7. third-party integrations; and	H
I	8. the availability of particular content.	I
J	Tkong does not guarantee that every feature or item of content will remain permanently available.	J
K	8. Availability	K
M	Tkong aims to maintain reasonable availability of the Site but does not guarantee uninterrupted or error-free access.	M
N	The Site may become unavailable because of:	N
O	1. maintenance;	O
P	2. software updates;	P
Q	3. server or hosting problems;	Q
R	4. cyberattacks or malicious traffic;	R
S	5. internet or power failures;	S
T	6. failure of a third-party supplier;	T
U	7. legal or regulatory restrictions;	U
V	8. excessive demand; or	V
W	9. events outside Tkong's reasonable control.	W
X	Tkong may conduct emergency maintenance without prior notice where advance notice is not reasonably practicable.	X
Y	9. Reader Accounts	Y
Z	Certain Site functions may require a reader account.	Z
	When creating or using an account, you must:	
	1. provide information that is accurate to the best of your knowledge;	
	2. keep your account information reasonably current;	
	3. protect your password and authentication details;	
	4. not allow another person to impersonate you through your account;	
	5. promptly notify Tkong if you believe the account has been compromised; and	
	6. remain responsible for activity carried out through the account.	
	You must not create an account using another person's identity without authorisation.	

A		A
B	Tkong may require reasonable verification before changing account information, restoring access or responding to a security or privacy request.	B
C		C
D	10. Account Security	D
E	You are responsible for using reasonable security measures when accessing the Site.	E
F	Tkong may temporarily restrict an account where it reasonably suspects:	F
G	1. unauthorised access;	G
H	2. credential theft;	H
I	3. automated abuse;	I
J	4. impersonation;	J
K	5. spam;	K
M	6. malicious activity; or	M
N	7. another security risk.	N
O	Tkong may reset passwords, revoke active sessions or request verification where reasonably necessary to protect the account or the Site.	O
P		P
Q	11. Permitted Use of the Site	Q
R	You may use the Site for lawful personal, educational, journalistic and non-commercial purposes, subject to these Terms.	R
S	You may:	S
T	1. read and view publicly available content;	T
U	2. share links to original Tkong.net pages;	U
V	3. quote limited portions of content with clear attribution;	V
W	4. refer to Tkong reporting in academic, journalistic or public-interest discussion;	W
X	5. create faithful non-commercial translations in accordance with Section 24; and	X
Y	6. use eligible public content for non-commercial artificial-intelligence research or training in accordance with Section 25.	Y
Z	These permissions do not transfer ownership of any content or intellectual-property right.	Z
	12. Prohibited Use of the Site	
	You must not use or attempt to use the Site to:	
	1. violate any applicable law;	
	2. gain unauthorised access to an account, server, database or system;	
	3. interfere with the Site's security or operation;	
	4. introduce malware, spyware, ransomware or malicious code;	
	5. conduct a denial-of-service or distributed denial-of-service attack;	
	6. scrape, crawl or query the Site at a volume that materially burdens its infrastructure;	
	7. bypass a paywall, authentication requirement, access restriction or technical protection;	

A		A
B		B
C	8. impersonate Tkong, a contributor, another reader or another person;	C
	9. publish spam, fraudulent material or deceptive commercial promotion;	
D	10. collect personal information about other users without lawful authority;	D
	11. falsely represent a relationship with or endorsement by Tkong;	
E	12. remove copyright notices, credits, watermarks or attribution;	E
	13. manipulate content in a manner likely to mislead the public;	
F	14. use the Site to harass, threaten or unlawfully expose another person; or	F
	15. use the Site in a manner that creates a material legal, security or operational risk.	
G	13. Editorial and Media Content	G
H	Tkong.net may publish:	H
I	1. news reports;	I
J	2. interviews;	J
K	3. commentary;	K
	4. analysis;	
M	5. opinion articles;	M
	6. investigations;	
N	7. photography;	N
	8. video and audio material;	
O	9. archival material;	O
P	10. transcripts;	P
	11. translations; and	
Q	12. other cultural, social or public-interest content.	Q
R	The nature and format of content may vary.	R
S	A particular item may be produced by Tkong, an individual contributor, an independent editorial group, a partner, a guest writer or another rights holder.	S
T	14. Accuracy and Completeness	T
U	Tkong seeks to publish responsibly and to present information in good faith.	U
V	However, Tkong does not warrant that every item of content will at all times be:	V
W	1. completely accurate;	W
X	2. complete;	X
Y	3. current;	Y
Z	4. free from typographical or technical error;	Z
	5. suitable for a particular purpose; or	
	6. available without interruption.	
	News and public events may develop after publication. Information that was reasonably believed to be accurate when published may later become incomplete, disputed or outdated.	

A		A
B	Readers should consider the publication date, available sources and subsequent developments before relying on content.	B
C		C
D	15. Corrections, Updates and Editorial Changes	D
E	Tkong may correct, clarify, update, annotate, translate, reformat, archive, restrict or remove content at any time.	E
F	Tkong may make minor spelling, formatting, translation or factual corrections without publishing a separate notice.	F
G	For a material correction, Tkong may add an editor's note, correction notice or update where appropriate.	G
H	A correction does not necessarily require removal of the original publication. Tkong may preserve the publication as part of its editorial or historical record.	H
I		I
J	Requests concerning possible factual errors may be sent to:	J
K	tkong@tkong.net	K
M	Submitting a correction request does not guarantee that content will be changed or removed.	M
N	16. Opinions and Commentary	N
O	Commentary, analysis and opinion content may express the views of the identified author or contributor.	O
P	Those views do not necessarily represent the views of:	P
Q	1. every person associated with Tkong;	Q
R	2. an interviewee;	R
S	3. a photographer;	S
T	4. a contributor;	T
U	5. a service provider;	U
V	6. a donor; or	V
W	7. another organisation mentioned in the content.	W
X	The publication of a view does not necessarily constitute endorsement of that view.	X
Y	17. Interviews and Quotations	Y
Z	Statements attributed to an interviewee or source represent that person's own statements, recollections or views.	Z
	Tkong may edit quotations or interview material for length, clarity, grammar, translation, safety or legal reasons, provided that Tkong seeks not to materially distort the intended meaning.	

A		A
B	An interviewee's participation does not give that person editorial control over the final publication unless separately agreed in writing.	B
C		C
D	18. No Professional Advice	D
E	Content published on Tkong.net is provided for general information, journalism, commentary and public-interest discussion.	E
F	It does not constitute:	F
G	1. legal advice;	G
H	2. medical advice or diagnosis;	H
I	3. financial advice;	I
J	4. investment advice;	J
K	5. tax advice;	K
M	6. immigration advice; or	M
N	7. another form of regulated professional advice.	N
O	You should consult an appropriately qualified professional before making a decision for which professional advice is required.	O
P		P
Q	19. Sensitive or Distressing Content	Q
R	Some content may concern conflict, crime, death, disease, discrimination, political events, disasters, human-rights issues or other sensitive subjects.	R
S		S
T	Where practicable, Tkong may provide a warning or contextual notice. However, Tkong does not guarantee that every item capable of causing distress will be labelled.	T
U	Readers are responsible for deciding whether particular content is appropriate for them.	U
V		V
W	20. External Links and Embedded Content	W
X	The Site may contain links to, quotations from or embedded materials provided by third parties.	X
Y	Tkong does not control and is not responsible for:	Y
Z	1. the continued availability of an external website;	Z
	2. its accuracy;	
	3. its security;	
	4. its privacy practices;	
	5. its products or services;	
	6. later changes to its content; or	
	7. loss arising from interaction with that third party.	
	A link, quotation, embed or reference does not by itself imply endorsement, partnership or approval.	

A		A
B	21. Advertising, Sponsorship and Contributions	B
C	Tkong may display advertisements, sponsorship acknowledgements, donation notices or other financial-support information.	C
D	Unless expressly stated otherwise:	D
E	1. financial support does not give a person editorial control;	E
F	2. a donation does not purchase favourable coverage;	F
G	3. a sponsor does not approve or control unrelated editorial content;	G
	4. publication of an advertisement does not constitute endorsement; and	
	5. editorial decisions remain separate from voluntary financial support.	
H	Sponsored or paid material may be identified by an appropriate label where applicable.	H
I	22. Ownership of Content	I
J	Articles, photographs, videos, recordings, graphics, illustrations, designs, logos, software, layouts and other materials on the Site may be owned by:	J
K	1. the operator of Tkong.net;	K
	2. Bruce Tin;	
M	3. Tkong Corporation Limited;	M
	4. an individual author, photographer or contributor;	
N	5. an independent or unincorporated editorial or creative group;	N
	6. a partner organisation;	
O	7. a news agency; or	O
	8. another licensor or rights holder.	
P	Ownership is determined by the applicable copyright notice, credit, licence, contract or other legal arrangement.	P
Q		Q
R	Tkong may publish, administer, license or enforce content rights that it owns or is authorised to exercise.	R
S	The absence of a copyright notice does not mean that content is free of copyright or other rights.	S
T	23. Limited Permission to Quote and Share	T
U	Unless a different notice is displayed with particular content, you may:	U
V	1. share the original link to the content;	V
	2. quote a reasonable and limited portion for non-commercial purposes;	
W	3. use a brief quotation for criticism, review, academic discussion or reporting;	W
	4. include the name of the author or photographer where identified; and	
X	5. clearly identify Tkong.net as the source.	X
Y		Y
Z		Z

A		A
B	You must not reproduce an entire article, photograph gallery, video, transcript or substantial part of the Site merely by providing attribution.	B
C		C
D	Attribution does not replace the need to obtain permission where permission is legally required.	D
E	24. Non-Commercial Translations	E
F	You may create and share a faithful, non-commercial translation of publicly accessible Tkong content, provided that:	F
G	1. the original author and Tkong.net are clearly credited;	G
H	2. a link to the original publication is included;	H
I	3. the translation is clearly described as unofficial;	I
J	4. the translation does not materially alter the meaning;	J
K	5. the translation is not sold, licensed or placed behind a paywall;	K
M	6. the translation does not imply approval by Tkong;	M
N	7. copyright notices and relevant context are preserved; and	N
O	8. no content-specific notice prohibits translation.	O
P	This permission does not apply to third-party material where Tkong lacks authority to permit translation.	P
Q		Q
R	Tkong may request correction or removal of a misleading or materially inaccurate translation.	R
S		S
T	25. Non-Commercial Artificial-Intelligence Use	T
U	Publicly accessible Tkong content may be used for non-commercial artificial-intelligence or machine-learning research or training, provided that:	U
V	1. no access control, authentication measure or technical restriction is bypassed;	V
W	2. the use complies with applicable law;	W
X	3. third-party rights are respected;	X
Y	4. provenance and attribution information are preserved where technically practicable;	Y
Z	5. the content, dataset, model or resulting service is not sold, licensed or otherwise commercialised;	Z
	6. the use does not falsely imply endorsement by Tkong;	
	7. personal data is handled lawfully;	
	8. automated access does not materially burden the Site; and	
	9. no content-specific or machine-readable notice prohibits the use.	
	This permission does not apply to content owned by another rights holder where Tkong lacks authority to grant permission.	
	Tkong may withdraw or restrict this permission for particular content, categories, datasets or automated systems by publishing an updated notice or technical instruction.	
	26. Prohibited Commercial Use of Content	

A		A
B		B
C	Except with prior written permission or where permitted by applicable law, you must not:	C
D	1. sell or license Tkong content;	D
E	2. commercially republish articles, photographs or videos;	E
F	3. use Tkong content in advertising or product promotion;	F
G	4. place reproduced Tkong content behind a paywall;	G
H	5. create commercial merchandise from Tkong content;	H
I	6. commercially train, develop or operate an artificial-intelligence system using Tkong content;	I
J	7. use Tkong content to build a competing publication, archive or database;	J
K	8. syndicate Tkong content without permission;	K
M	9. substantially reproduce the design or structure of the Site;	M
N	10. remove credits, copyright notices or watermarks; or	N
O	11. falsely claim ownership of Tkong content.	O
P		P
Q	27. Modification and Misrepresentation	Q
R	You must not modify, rearrange, crop, dub, subtitle, translate, quote or combine Tkong content in a manner that:	R
S	1. materially changes its meaning;	S
T	2. creates a false quotation;	T
U	3. removes important context;	U
V	4. falsely attributes a view to Tkong or a contributor;	V
W	5. creates a deceptive image, video or recording;	W
X	6. falsely suggests that altered content is original; or	X
Y	7. is likely to mislead the public about what Tkong published.	Y
Z		Z
	Satire, criticism and transformative use permitted by applicable law are not prohibited merely because they are critical of Tkong, but they must not falsely represent themselves as official Tkong content.	
	28. Tkong Name, Logo and Branding	
	The Tkong name, logos, visual identity, publication designs and associated marks may be protected by intellectual-property and passing-off rights.	
	You must not use them in a manner that:	
	1. suggests an official relationship without permission;	
	2. creates confusion about the source of a publication;	
	3. impersonates Tkong;	
	4. falsely suggests endorsement;	
	5. is used to collect money on Tkong's behalf without authority; or	
	6. is used in connection with fraudulent or misleading conduct.	

A		A
B	Reference to Tkong for genuine reporting, commentary, criticism or identification is not prohibited, provided that it is not misleading.	B
C		C
D		D
E	29. User Submissions	E
F	Tkong may accept:	F
G	1. articles;	G
H	2. photographs;	H
I	3. videos;	I
J	4. audio recordings;	J
K	5. letters;	K
M	6. comments;	M
N	7. corrections;	N
O	8. news tips;	O
P	9. documents;	P
Q	10. translations; and	Q
R	11. other material submitted by users or contributors.	R
S		S
T	Submitting material does not guarantee publication.	T
U	Unless a separate written agreement states otherwise, you retain ownership of material that you submit.	U
V		V
W	30. Licence for Submitted Content	W
X	By submitting content to Tkong for review, publication or display, you grant Tkong a non-exclusive, worldwide and royalty-free licence to:	X
Y	1. receive and store the content;	Y
Z	2. review and verify it;	Z
	3. reproduce it;	
	4. publish and display it;	
	5. distribute it through Tkong channels;	
	6. format and technically adapt it;	
	7. edit it for spelling, grammar, clarity, style, length, safety or legal compliance;	
	8. translate it;	
	9. create thumbnails, excerpts or promotional previews;	
	10. include it in Tkong archives; and	
	11. allow technical service providers to perform these activities on Tkong's behalf.	
	This licence does not transfer ownership to Tkong.	
	For material accepted as part of Tkong's editorial record, the licence continues for as long as reasonably necessary to preserve, distribute and archive the relevant publication.	

A		A
B	Any exclusive arrangement must be agreed separately in writing.	B
C	31. Submission Warranties	C
D	By submitting content, you represent that:	D
E	1. you created it or otherwise have the right to submit it;	E
F	2. you have authority to grant the licence described in these Terms;	F
G	3. it does not knowingly infringe another person's rights;	G
H	4. it does not unlawfully disclose confidential information;	H
I	5. any factual claim is made honestly and in good faith;	I
J	6. any necessary permission from identifiable persons has been obtained;	J
K	7. it does not contain malicious code; and	K
L	8. you have disclosed any material conflict of interest relevant to its publication.	L
M	Tkong may request evidence supporting these representations.	M
N	32. Editorial Control Over Submissions	N
O	Tkong retains editorial discretion over whether and how submitted content is used.	O
P	Tkong may:	P
Q	1. accept or reject a submission;	Q
R	2. request further information;	R
S	3. verify facts;	S
T	4. edit the material;	T
U	5. delay publication;	U
V	6. publish only part of the material;	V
W	7. add context or an editor's note;	W
X	8. remove identifying information;	X
Y	9. withdraw or archive the publication; or	Y
Z	10. decline to provide a reason for non-publication.	Z
	Where an edit may materially change the intended meaning, Tkong may seek the contributor's approval where reasonably practicable.	
	33. Confidential Tips and Sources	
	A person submitting confidential information should clearly state that confidentiality is requested before providing the information.	
	Tkong will consider reasonable confidentiality requests but cannot guarantee absolute confidentiality.	
	Confidentiality may be affected by:	
	1. the nature of the communication method;	

A		A
B	2. unauthorised access;	B
C	3. legal obligations;	C
D	4. the need to verify information;	D
	5. a risk of serious harm; or	
	6. circumstances outside Tkong's reasonable control.	
E	Sending information to Tkong does not automatically create a journalist-source relationship, legal privilege or a contractual obligation of confidentiality.	E
F	34. Comments and Community Features	F
G	Where comments or other community features are available, users must communicate responsibly.	G
H	You must not post material that is:	H
I	1. unlawful;	I
J	2. threatening;	J
K	3. harassing;	K
	4. discriminatory;	
M	5. defamatory;	M
	6. deliberately misleading;	
N	7. fraudulent;	N
	8. invasive of privacy;	
O	9. impersonating another person;	O
	10. spam or irrelevant promotion;	
P	11. sexually exploitative;	P
	12. encouraging violence; or	
	13. likely to expose another person to a serious risk of harm.	
Q	Tkong may moderate, edit, hide, restrict or remove comments at its discretion.	Q
R	Tkong is not required to host every lawful opinion or provide a platform to every user.	R
S	35. Removal of User Content	S
T	Tkong may remove or restrict user-submitted content where it reasonably believes that the material:	T
U	1. breaches these Terms;	U
V	2. may be unlawful;	V
	3. infringes another person's rights;	
W	4. creates a security risk;	W
	5. is misleading or fraudulent;	
X	6. exposes a person to serious harm;	X
	7. disrupts the Site; or	
	8. is inappropriate for the relevant feature.	
Y		Y
Z		Z

A		A
B	Removal does not necessarily mean that Tkong accepts a complaint or agrees that the content was unlawful.	B
C		C
D	36. Copyright and Rights Complaints	D
E	A person who believes that material on the Site infringes copyright, privacy, confidentiality or another legal right may contact:	E
F	tkong@tkong.net	F
G	A complaint should, where reasonably possible, include:	G
H	1. the complainant's identity and contact information;	H
I	2. identification of the relevant right;	I
J	3. identification of the disputed material;	J
K	4. the location of that material on the Site;	K
M	5. an explanation of the alleged infringement;	M
N	6. relevant supporting evidence; and	N
O	7. the action requested.	O
P	Tkong may request additional information.	P
Q	Tkong may temporarily restrict, preserve, edit or remove disputed material while reviewing a complaint.	Q
R	Tkong may provide relevant parts of a complaint to the author, contributor or other affected person where appropriate.	R
S	37. Privacy	S
T	Tkong's collection and use of personal data are governed by the separate Tkong Privacy Policy, which is incorporated into these Terms by reference.	T
U	Depending on how the Site is used, Tkong may process information including:	U
V	1. usernames;	V
W	2. email addresses;	W
X	3. information voluntarily entered into a profile;	X
Y	4. IP addresses;	Y
Z	5. browser and device information;	Z
	6. security and login information;	
	7. analytics information;	
	8. comments and submissions;	
	9. customer-support correspondence;	
	10. newsletter preferences; and	
	11. donation or transaction records.	

A		A
B	The Privacy Policy will provide further information about collection purposes, retention, cookies, analytics, service providers, international processing and user rights.	B
C		C
D	38. Cookies and Analytics	D
E	The Site may use cookies, local storage and similar technologies for:	E
F	1. essential website functions;	F
G	2. account sessions;	G
H	3. security;	H
I	4. preferences;	I
J	5. audience measurement;	J
K	6. performance analysis; and	K
M	7. understanding how readers interact with the Site.	M
N		N
O	Tkong may use service providers including WordPress, Cloudflare, Matomo, Google Analytics and other hosting, analytics, security or technical providers.	O
P	Further details will be provided in the Tkong Privacy Policy or an applicable cookie notice.	P
Q		Q
R	39. Personal-Data Requests	R
S	A user may contact tkong@tkong.net to request access to or correction of personal data associated with that user.	S
T		T
U	Tkong may require reasonable proof of identity and account ownership.	U
V	For an ordinary account-information request, Tkong aims, where reasonably practicable, to provide an authenticated report within seven calendar days after completing identity verification.	V
W		W
X	The report may be authenticated or signed by Bruce Tin or by a designated Privacy Officer.	X
Y	A formal statutory data-access or correction request will be handled within the period required by applicable law.	Y
Z	Tkong may refuse, limit or redact a request where permitted or required by law, including where disclosure would reveal another person's personal data or where adequate identity verification has not been provided.	Z
	40. Security of Personal Data	
	Tkong will take reasonable technical and organisational measures appropriate to the nature of the personal data it processes.	
	However, no internet transmission, website, database or electronic storage system can be guaranteed to be completely secure.	

A		A
B		B
C	You should not send passwords, full payment credentials, identity documents or unnecessary sensitive information through ordinary email unless specifically requested through an appropriate secure process.	C
D	41. Donations	D
E	Tkong.net may accept voluntary donations or reader contributions.	E
F	Unless expressly stated otherwise:	F
G	1. a donation does not purchase a product or subscription;	G
H	2. a donation does not create ownership or membership rights;	H
I	3. a donor does not receive editorial control;	I
J	4. a donation does not guarantee publication or recognition;	J
K	5. donations are generally non-refundable; and	K
M	6. payment providers may apply their own processing terms.	M
N	Tkong may consider refunding an unauthorised or mistaken payment where it is promptly reported and can reasonably be reversed.	N
O	Nothing in this section removes any right that cannot lawfully be excluded.	O
P		P
Q	42. Suspension and Termination	Q
R	Tkong may warn, restrict, suspend or terminate access to an account or interactive feature where it reasonably believes that:	R
S	1. these Terms have been breached;	S
T	2. an account has been compromised;	T
U	3. the user has engaged in fraud or impersonation;	U
V	4. the user has attacked or disrupted the Site;	V
W	5. the user has posted unlawful or seriously abusive material;	W
X	6. continued access creates a material security or legal risk; or	X
Y	7. restriction is reasonably necessary to protect another user or the Site.	Y
Z	Where reasonably practicable, Tkong will provide notice by email or through the account.	Z
	Immediate restriction may occur without advance notice where necessary to prevent harm, stop an attack or protect security.	
	43. Effect of Termination	
	Following suspension or termination:	
	1. you may lose access to your account;	
	2. comments or submissions may be hidden or removed;	
	3. Tkong may preserve information reasonably required for security, disputes, legal compliance or editorial archives;	

A		A
B	4. previously published editorial material may remain available; and	B
C	5. provisions intended to continue after termination shall remain effective.	C
D	Termination of an account does not automatically require Tkong to remove a published contribution or historical editorial record.	D
E	44. Disclaimer of Warranties	E
F	To the fullest extent permitted by law, the Site and its content are provided on an “as available” basis.	F
G	Tkong does not make any warranty not expressly stated in these Terms.	G
H	In particular, Tkong does not warrant that:	H
I	1. the Site will always be available;	I
J	2. the Site will be free from errors or harmful components;	J
K	3. all content will be complete or current;	K
M	4. every external link will remain active;	M
N	5. every submission or message will be received;	N
O	6. every error will be corrected immediately; or	O
P	7. the Site will meet a particular personal, professional or commercial purpose.	P
Q	Nothing in these Terms excludes any warranty, duty or right that cannot lawfully be excluded.	Q
R	45. Limitation of Liability	R
S	To the fullest extent permitted by law, Tkong and persons involved in operating or contributing to the Site shall not be liable for:	S
T	1. indirect or consequential loss;	T
U	2. loss of profit, revenue, opportunity, business or goodwill;	U
V	3. loss arising from reliance on editorial or informational content;	V
W	4. loss arising from an external website or service;	W
X	5. loss of or damage to data;	X
Y	6. unauthorised access caused by circumstances outside Tkong’s reasonable control;	Y
Z	7. temporary or permanent unavailability of the Site;	Z
	8. removal, correction or archival of content;	
	9. moderation of a comment or submission; or	
	10. failure of a third-party hosting, analytics, payment or infrastructure provider.	
	For a claim relating exclusively to the free use of the Site, Tkong’s total aggregate liability shall not exceed HKD 500.	
	For a claim relating directly to a paid Site feature, Tkong’s total aggregate liability shall not exceed the amount paid by the claimant for that feature during the six months immediately preceding the event giving rise to the claim.	

A		A
B	These limitations apply only to the extent permitted by law.	B
C	Nothing in these Terms excludes or limits liability for fraud, deliberate misconduct or another liability that applicable law does not permit to be excluded.	C
D		D
E	46. User Indemnity	E
F	To the extent permitted by law, you agree to indemnify Tkong and persons involved in operating the Site against reasonable losses, liabilities, claims, costs and expenses arising from:	F
G	1. your unlawful use of the Site;	G
H	2. your material breach of these Terms;	H
I	3. content submitted by you;	I
J	4. your infringement of another person's rights;	J
K	5. fraudulent or malicious activity carried out through your account; or	K
M	6. your false representation that you are authorised to act for another person.	M
N		N
O	This section does not require you to indemnify Tkong for loss caused solely by Tkong's own fraud or deliberate misconduct.	O
P		P
Q	47. Force Majeure	Q
R	Tkong shall not be responsible for delay, interruption or failure caused by an event beyond its reasonable control, including:	R
S	1. natural disaster or extreme weather;	S
T	2. fire, flood or earthquake;	T
U	3. war, terrorism, civil disorder or sabotage;	U
V	4. widespread internet, cable, telecommunications or power failure;	V
W	5. failure of a data centre, hosting provider or content-delivery network;	W
X	6. cyberattack or malicious traffic;	X
Y	7. epidemic or emergency measure;	Y
Z	8. government action or legal restriction; or	Z
	9. another comparable event that Tkong could not reasonably prevent.	
	Tkong will use reasonable efforts to restore the affected Site functions but does not guarantee restoration within a particular period.	
	48. Communications	
	Tkong may send notices by:	
	1. email;	
	2. a message within a reader account;	
	3. a notice published on Tkong.net; or	
	4. another contact method voluntarily supplied by the user.	

A		A
B	You are responsible for keeping your email address reasonably current and reviewing material	B
C	notices published on the Site.	C
D	49. Assignment	D
E	You may not assign or transfer your account or rights under these Terms without Tkong's prior	E
F	written consent.	F
G	Tkong may transfer responsibility for operating the Site, together with associated contractual	G
H	rights and obligations, to a successor operator or purchaser.	H
I	Where reasonably practicable, Tkong will publish notice of a material transfer on the Site.	I
J	50. No Partnership or Agency	J
K	These Terms do not create a partnership, employment relationship, fiduciary relationship, joint	K
M	venture, franchise or agency between you and Tkong.	M
N	A contributor, interviewee, donor, advertiser, service provider or linked third party is not	N
O	authorised to bind Tkong unless that authority is expressly confirmed in writing.	O
P	51. Third-Party Rights	P
Q	Unless these Terms expressly state otherwise, a person who is not a party to these Terms has no	Q
R	right to enforce any provision of them.	R
S	This section is intended to exclude enforcement by third parties to the extent permitted under	S
T	the Contracts (Rights of Third Parties) Ordinance.	T
U	52. Waiver	U
V	A failure or delay by Tkong in enforcing a provision does not waive the right to enforce that	V
W	provision later.	W
X	A waiver is effective only where it is clearly made in writing and applies only to the particular	X
Y	circumstances for which it was given.	Y
Z	53. Severability	Z
	If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision	
	shall be interpreted or limited to the minimum extent necessary to make it enforceable.	
	If that is not possible, the provision shall be severed, and the remaining provisions shall continue	
	in effect.	
	54. Entire Agreement	

A		A
B	These Terms, together with the Tkong Privacy Policy and any applicable content-specific or	B
C	feature-specific terms, constitute the entire agreement concerning use of the Site.	C
D	They replace prior statements or understandings concerning the Site, except in the case of fraud	D
E	or where applicable law provides otherwise.	E
F	55. Governing Law	F
G	These Terms and any non-contractual dispute arising from or connected with the Site are	G
H	governed by the laws of the Hong Kong Special Administrative Region.	H
I	Mandatory laws applicable to a particular person or situation may continue to apply where they	I
J	cannot lawfully be excluded by agreement.	J
K	56. Jurisdiction	K
L	The courts of the Hong Kong Special Administrative Region shall have non-exclusive jurisdiction	L
M	over disputes arising from or connected with these Terms or the Site.	M
N	Nothing in this section prevents Tkong from seeking urgent, protective or enforcement relief in	N
O	another court of competent jurisdiction.	O
P	Before commencing legal proceedings, the parties are encouraged to attempt in good faith to	P
Q	resolve the dispute through written communication.	Q
R	57. English Version	R
S	The official version of these Terms is the English version.	S
T	A Chinese or other translation may be provided for convenience.	T
U	Where a translation is inconsistent with the English version, the English version shall prevail to	U
V	the extent permitted by law.	V
W	58. Contact	W
X	Questions, complaints, privacy requests, correction requests, copyright notices and legal	X
Y	correspondence concerning Tkong.net may be sent to:	Y
Z	Tkong	Z
	Email: tkong@tkong.net	
	When contacting Tkong about an account, submission or donation, please include sufficient	
	information to allow the matter to be identified.	
	Do not send passwords, full payment credentials or unnecessary sensitive personal information	
	by ordinary email.	