

San Tin Technopole Company Limited

Term of Use

Website

BEFORE USING THIS WEBSITE, PLEASE READ THE TERMS OF USE SET FORTH BELOW, AS THEY APPLY TO YOUR USAGE OF THIS WEBSITE.

1. Definitions

"Information" information, data, content, analysis, news, reports, programmes, photographs, pictures, graphics, video, audio, software and other materials and services, communications, transmissions and other items, tangible or intangible

"personal data" personally identifying information or sensitive data (including but not limited to names, addresses, occupations, contacts, and other personal details)

"STTCL", "we", "our" or "us" San Tin Technopole Company Limited (STTCL)

"STTCL Affiliates", "our Affiliates" STTCL's agents or licensors, and their respective agents, officers, affiliates and employees

"Terms of Use" the terms of use set forth below as amended from time to time

"Third Party Provider" any provider of information or services on the Website other than STTCL

"users", "you" or "your" any person who accesses the Website

"Website" www.stt.hk and other website(s) from time to time hosted by STTCL

2. Changes to Website

We may, in our sole discretion and at any time, without notice to you, add to, amend or remove any Information from the Website, or alter the presentation, substance, or functionality of the Website.

3. User's Conduct

As a condition of your use of the Website, you must not: trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you

have not been authorised by us; restrict or inhibit any other user from using and enjoying the Website; post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable Information of any kind, including without limitation any transmissions constituting or encouraging conduct that may constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law; post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding; post or transmit any Information or software which contains any virus, Trojan horse, worm or other harmful component; post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Website for commercial purposes; or upload, post, publish, transmit, reproduce, or distribute in any way, Information obtained through the Website which is protected by copyright, or other proprietary rights, or create derivative works with respect thereto, without the prior written permission of the copyright owner or right-holder.

You have no rights in or to the Information available on the Website and you will not use the Information available on the Website in any manner or for any purpose, except as permitted under these Terms of Use.

4. Third Party Information

The Information may contain Information provided by Third Party Providers or sourced by STTCL from other references or sources. The Information on the Website may not be regarded as any recommendation or endorsement by STTCL for any purpose with respect to any person, product or service.

STTCL is not responsible if any such Information is not up-to-date; STTCL does not separately verify such Information. Accordingly we do not accept any responsibility whatsoever in respect of such Information. Any use of and reliance on such Information is at your own risk.

5. Links to and from the Website

The links on the Website may take you to other sites and you acknowledge and agree that STTCL and the STTCL Affiliates have no responsibility for the accuracy or availability of any Information provided by linked websites.

Links to other websites do not constitute an endorsement by STTCL of such websites or the Information, products, advertising or other materials available on those websites.

6. Indemnity

You agree to defend, indemnify and hold us and the STTCL Affiliates harmless from and against all liabilities, damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Use and/or your use of the Website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

7. Intellectual Property Rights

All intellectual property rights subsisting in respect of the Website belong to STTCL or have been lawfully licensed to STTCL for use on the Website. All rights under applicable laws are hereby reserved. Except with the express permission of STTCL, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is copyrighted under applicable laws.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us ("Feedback") in connection with the Website and/or Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

8. Limited Liability and Warranty

All Information is for your general reference only. STTCL do not accept any responsibility whatsoever in respect of such Information.

YOUR ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS," "AS AVAILABLE." THE WEBSITE IS FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE WEBSITE OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR WEBSITE. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

Neither STTCL nor any of the STTCL Affiliates shall guarantee or assume any responsibility that: the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference; the Information on the Website is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment; messages sent through the internet will be free from interception, corruption or loss; access to the Website will be available or be uninterrupted; or defects in the Website will be corrected.

In no event will the STTCL or the STTCL Affiliates be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Information, even if STTCL or the STTCL Affiliates have been advised of the possibility of such damages.

You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Information. You are responsible to ensure that your use of the Information complies with all applicable legal requirements.

The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

9. Privacy Policy

For information about our privacy policies and practices, please refer to our Privacy Policy Statement. Where personal data is collected in connection with the Services, you should also have reference to the relevant user agreements linked to the form through which your personal data is collected.

10. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

11. Miscellaneous

No waiver of any breach under these Terms of Use will amount to a waiver of any other breach. The headings in these Terms of Use are for convenience only and do not affect interpretation.

12. Governing Law and Jurisdiction

These Terms of Use shall be governed by the law of the Hong Kong Special Administrative Region. You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

STTCL Logos Usage

All users of STTCL Logos are required to submit your request via email to enquiry@stt.hk to obtain prior authorization from STTCL.

Approval of the application for the use of the Logos ("Approval") is subject to the sole and absolute discretion of STTCL, and submission of the request does not constitute an Approval. Approval may or may not be subject to conditions to be imposed by STTCL.

Terms and Conditions

1. The Logos are the sole property of STTCL, and shall not be used without prior written authorization of STTCL. Authorization to use the Logos is restricted to the applicant named in this email request. The applicant must duly list out the purpose of usage and details and submit the request via email to STTCL (enquiry@stt.hk) at least five working days prior to the proposed first day of use of the Logos as specified in this submission.

2. STTCL shall be entitled to immediately terminate, revoke, modify or suspend the Approval and any rights arising out of or in connection with the Approval (including the imposition of condition(s)), in whole or in part, without cause, liability, compensation or prior notice, and STTCL may exercise such right at its sole and absolute discretion at any time.

3. Approval will only be granted on a project basis and the name of such project shall be identified in the Form. The Logos shall under no circumstances be used for or attached to other projects/ programs, initiatives, or uses without specific prior written consent or Approval of STTCL. The applicant must immediately cease to use the Logos and all materials containing the Logos, as well as remove and delete the Logos from all their properties and media, including but not limited to their electronic records, after the applicant completes, terminates or withdraws from the project as specified in the Form.

4. By making the application, the applicant agrees and undertakes, inter alia:

to, if Approval is granted, observe and be bound by the terms and conditions hereof, the Corporate Identity Guideline as set out in the Appendix, and such amendments thereto made by STTCL from time to time. ;

that STTCL is entitled to terminate any prior approval of the use of the Logos by the applicant without any liability or compensation;

to immediately cease the use of the Logos on/upon (i) the end date of the project as set out in the Form, (ii) completion of the project, (iii) termination of the project, (iv) withdrawal from the project, or (v) request of STTCL, whichever is the earlier;

to submit the final layout of materials proposed to use the Logos to STTCL for approval not less than 2 working days prior to the publishing of the material(s) and not to publish or otherwise use any material(s) bearing the Logos without STTCL's specific prior written approval. Such approval shall be granted by STTCL at its sole and absolute discretion; and

that the Form, the terms and conditions hereof together with the Appendix shall be subject to and construed according to laws of the Hong Kong Special Administrative Region and to submit to the exclusive jurisdiction of Hong Kong courts.

5. Information is collected and used by STTCL for the purpose of reviewing and assessing your application. Treatment of such information will comply with the STTCL's Privacy Policy Statement. For details of STTCL's Privacy Policy Statement, please refer to our: [Privacy Policy](#) .

Should you have any queries about STTCL logos usage or obtaining the STTCL Logos Usage Request Form, please email enquiry@stt.hk .