

API Hub
Terms and Conditions

Background

1. This is a platform regarding an API marketplace and related services (“API Hub”) provided by Hong Kong Science and Technology Parks Corporation (“HKSTP”).
2. Each User (defined below) may (1) submit any information, including without limitation links to any websites or platforms and information related to APIs or User’s profile, (“Your Contents”) to API Hub; and/or (2) access and/or use any contents or information of the API Hub (collectively “API Hub Information”) subject to the terms and conditions set out herein (“Terms”).
3. By proceeding to submit Your Contents through or to the API Hub, access the API Hub and/or access/use any API Hub Information, each User is deemed to have agreed to be bound by the terms and conditions set out herein (“Terms”), which may be amended by HKSTP from time to time without prior notice. The latest version of these Terms can be found at <https://sp.hkstp.org/support/terms>.
4. You shall read the Terms carefully and if such you do not agree to the Terms, you must not proceed to use/access the API Hub and/or submit any information through or to the API Hub .

General

1. Any party who uses/accesses the API Hub and/or submits any information (including Your Contents) through or to the API Hub is deemed to be a user of the API Hub (“User”) and each User is deemed to have read and accepted these Terms.
2. The information in API Hub (including without limitation any information provided by HKSTP) is provided to all Users on an "AS IS" basis without any express or implied warranty, statement or representation of any kind and is provided for a general, indicative purpose only. In particular, HKSTP does not make any express or implied warranty, statement or representation as to the accuracy, completeness, reliability, security, timeliness, fitness for a particular purpose, non-infringement and freedom from computer virus in relation to such information. HKSTP will not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and will not have or accept any liability (including liability for negligence), obligation or responsibility whatsoever for any loss, damage or injury (including without limitation consequential loss, damage or injury) however arising from or in respect of any use or misuse of or reliance on the information delivered/provided in the API Hub or inability to use the API Hub.

3. Each User shall ensure that his/her login password of the API Hub is private, unique and not generally known to any third party. HKSTP shall not be liable for any loss or damage howsoever arising from any access to any User's account as a result of any third party being able to provide the login password correctly.
4. Each User's access to and use of any third party's or any other Users' websites/applications linked to or available on the API Hub is at such User's own risk and discretion and subject to the terms and conditions applicable to such use/access, and by allowing or providing hyperlinks to such third party's and/or any other Users' websites/applications, HKSTP does not hold out and shall not be deemed to endorse, recommend, approve, guarantee or introduce any such third parties or other Users, their websites/applications or the service/products they provide on their website/application, or have any form of cooperation with such third parties, other Users and websites/applications. Further, each User accepts that HKSTP is not a party to any contractual arrangements entered into between any User and the providers/hosts of the external websites/applications (regardless of the subject matter of the relevant arrangement) unless otherwise expressly specified or agreed to by HKSTP.
5. HKSTP does not give any warranty in relation to the use of the API Hub, any third party's and/or any User's websites or apps linked to the API Hub, and does not warrant against any possible interference or damage to your device arising from the use of the API Hub. HKSTP makes no representations or warranties regarding the accuracy, functionality or performance of any third party's or User's software that may be used in connection with the API Hub. HKSTP does not warrant or represent that the API Hub or any electronic data or information transmitted to you through the API Hub is free of computer viruses. HKSTP shall not be liable for any loss, destruction or damage arising out of or in relation to any transmission from you to HKSTP or vice versa over the internet.
6. HKSTP is not responsible for any loss or damage whatsoever arising out of or in connection with any information, function or otherwise in relation to the API Hub or information provided by HKSTP, other third parties or any Users. HKSTP reserves the right to (1) omit, suspend, terminate, cease provision of, your access or edit all information of the API Hub; and (2) delete any information (including without limitation Your Contents) at any time in its sole discretion without giving any reason or prior notice, no parties (including all Users) will not be compensated whatsoever for the same.
7. Each User agrees that HKSTP and its officers, affiliates, employees, agents or licensors, subsidiaries (collectively "HKSTP Affiliates") shall not be responsible for:

- a. any loss, damage, injury or any other form of compromise of any User's interests, howsoever in relation to, arising from or caused by the API Hub, whether related to any information on or facilities of the API Hub, including without limitation, any problem or technical malfunction, any damage to any User's device, any failure, delays or interruptions in transmission, operation or communication; hacking, distortion or erosion of data or instructions; and any errors or omissions in or from the contents on the API Platform;
 - b. any loss, costs, damage or injury as a result of any use or reliance of the API Hub, its features, information and/or contents; and
 - c. any other loss or damages that may be suffered by each User for any reason whatsoever in relation to the API Hub, any contents and/or information therein.
8. Each User agrees not to conduct any of the followings in relation to or through the API Hub:
 - a. Any actions in any way that is illegal;
 - b. upload Your Contents, post, e-mail, otherwise transmit or post links to any contents which are defamatory, offensive, unlawful, obscene, abusive, harmful, pornographic, threatening, tortuous, or otherwise objectionable;
 - c. upload Your Contents, post, e-mail, otherwise transmit or post links to any information or software which contains any computer viruses, worms, Trojan horses or any other harmful computer codes, programs or files;
 - d. access, use, break into, or attempt to access any other parts of the API Hub and/or data areas which you have not been authorized to use;
 - e. access, collect or store personal data about other Users; upload, post, e-mail, otherwise transmit or post links to any promotional material, unauthorized advertising, chain letters, pyramid schemes or any unsolicited commercial communication; and
 - f. in any way that contravenes or infringes upon the HKSTP's rights or the rights of any third party (including intellectual property rights).
9. Each User agrees and undertakes to indemnify and keep indemnified HKSTP and all HKSTP Affiliates, against all claims, actions, proceedings, liabilities, demands, charges, damages, costs, losses or expenses arising out of, in relation to or resulting from (1) such User's use, attempted use of the API Hub; (2) any interactions (including without limitation any transactions and communications) with other Users; or (3) Your Contents or any actions conducted through the API Hub to the extent that the same are or have been caused by any negligent or reckless conduct, wilful misconduct,

omission, defamation, breach of statutory duty or breach of any of the Terms by such User.

10. Unless otherwise indicated, the contents on the API Hub are subject to copyright owned by HKSTP.
11. HKSTP may (1) terminate the provision of the API Hub, either generally or for any particular facility or activity; and/or (2) delete any of Your Contents at any time without notice and without any form of compensation to any Users.

User's Representations, Warranties, Agreements and Undertakings

Each User represents, warrants, agrees and undertakes as follows:

1. All your information (if any) provided in the application and in relation to API Hub is complete, accurate and truthful;
2. Each User is not entitled to claim royalties or any fees from HKSTP for matters in relation to the API Hub including without limitation provision of Your Contents and any other information;
3. Any of Your Contents do not and will not infringe or violate any rights of any third party, including without limitation Intellectual Property Rights (as defined below), and does not constitute defamation, and any violation of any privacy, publicity, misappropriation, confidentiality or any contractual or other rights. "Intellectual Property Rights" means all current and future worldwide rights under patent, copyright, trade secret, trademark or moral rights laws and other similar rights;
4. Each User has all the rights, licenses, permissions and consents necessary to submit Your Contents and to grant all of the rights that such User has granted herein;
5. Your Contents do not contain content that is prohibited under these Terms including, but not limited to, any content that is unlawful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
6. HKSTP shall have the right to post or make available any of Your Contents on the API Hub, OpenAPI Platform and STP Platform (all provided by HKSTP) and Your Contents will be available to other Users and third parties to download, view, access or otherwise without the need of (1) paying any fees or royalties to any party; and (2) the need of first seeking any consent from any party;

7. HKSTP shall not be responsible for any parties' (including without limitation other Users) handling, use, conducts and/or activities in relation to Your Contents and HKSTP shall have no responsibility to impose any restriction or requirement on any party in relation to the same; and
8. Each User shall duly observe and comply with all laws and regulations applicable to the Terms.

Third Party Rights

1. Save as provided in Clause 2 below, Terms are not intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the "Ordinance").
2. Subject to Clause 1, each User has the benefit of and may enforce the Terms against other Users pursuant to the Ordinance.

Miscellaneous

1. In the event that a court of competent jurisdiction holds any provision of the Terms to be invalid, such holding shall have no effect on the remaining provisions of the Terms, and they shall continue in full force and effect.
2. The delay or failure of HKSTP at any time or times to require performance of any provisions of the Terms shall in no manner affect the rights at a later time to enforce the same. No waiver by HKSTP of any condition or of the breach of any term contained in the Terms, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further or continuing waiver of any such condition or of the breach of any Terms.
3. The Terms are governed by and shall be construed in accordance with the laws of Hong Kong.
4. In the event of any dispute arising between all parties shall submit to the exclusive jurisdiction of the courts of Hong Kong.