

## Terms and Conditions for RCC FabLab

These terms and conditions (“**these T&C**”) govern the provision and use of the RCC FabLab and any Information, and services and facilities provided through it, including in particular, the Website (including Online Payment services), the HKSTP Facilities and Services, the Program, and the Events (all as defined below). By using or accessing the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, or applying, registering for or participating in any Events, or applying to be or being a RCC FabLab Member, or any part or combination thereof, You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) have confirmed that You have read, understood, accepted and agreed to be legally bound by these T&C (all capitalized terms are as defined below).

### **1** Definitions

In these T&C, the following meanings apply unless the context requires otherwise:

<b>“Applicant”</b>	has the meaning as defined in clause 3.1(b).
<b>“Authorized Participants”</b>	has the meaning as defined in clause 3.1(j).
<b>“Events”</b>	has the meaning as defined in clause 6.1.
<b>“Feedback”</b>	has the meaning as defined in clause 7.7(b).
<b>“HKSTP”</b>	means Hong Kong Science and Technology Parks Corporation.
<b>“HKSTP Affiliates”</b>	means HKSTP’s affiliates, agents, licensors and service providers, and their respective agents, officers, affiliates and employees.
<b>“HKSTP Facilities and Services”</b>	means collectively the equipment, facilities and services in or of the RCC FabLab, and any other equipment, facilities and services thereof to be from time to time provided or made available by HKSTP at its sole and absolute discretion.

<b>“HKSTP Tenants Incubatees”</b>	<b>or</b>	means the Tenants or Incubatees in the Hong Kong Science Park.
<b>“Hong Kong”</b>		means the Hong Kong Special Administrative Region of the People’s Republic of China.
<b>“Information”</b>		means any information, data, content, analysis, news, reports, programs, photographs, pictures, graphics, video, audio, software, and other materials and services, communications, transmissions and other items, tangible or intangible.
<b>“One-Stop Service Provider”</b>	<b>Fabrication</b>	means the person(s) and/or entity(ies) appointed by HKSTP from time to time to provide its/their clients with one-stop fabrication services in the RCC FabLab.
<b>“Online Payment”</b>		has the meaning as defined in clause 5.1.
<b>“Pass”</b>		has the meaning as defined in clause 7.4(a).
<b>“Personal Data”</b>		shall have the meaning as defined in the Personal Data (Privacy) Ordinance (Cap. 486).
<b>“Program”</b>		means the RCC FabLab membership program established by HKSTP pursuant to clause 3.1.
<b>“Access Tools”</b>		means a quick access tool into RCC FabLab (e.g. QR Code, Access Card)
<b>“RCC”</b>		means the Robotics Catalysing Centre, which is situated at any area in the Hong Kong Science Park designated by HKSTP from time to time for the purpose of providing more comprehensive support for robotics-related research and testing.

<b>“RCC FabLab”</b>	means the Fabrication Laboratory, which is situated at G/F, Building 19W, 19 Science Park West Avenue, Hong Kong Science Park and/or any other area designated by HKSTP from time to time, and which is a mechanical workshop housing different prototyping tools and equipment, for the purpose of providing RCC FabLab Member and other person(s) and/or entity(ies) nominated by HKSTP from time to time with a wide range of fabrication services, including but not limited to metal, plastic and electronic fabrication services, to facilitate the development of robotics solutions.
<b>“RCC FabLab Equipment”</b>	means the equipment made available by HKSTP in the RCC FabLab, the availability, types, brands and/or specifications of which shall be determined by HKSTP at its sole and absolute discretion.
<b>“RCC FabLab Member”</b>	means any of the members of the RCC FabLab, with the meaning as defined in clause 3.1(b).
<b>“RCC FabLab Users”</b>	has the meaning as defined in clause 4.4.
<b>“Registered User”</b>	has the meaning as defined in clause 6.1.
<b>“URL”</b>	means a uniform resource locator.
<b>“Website”</b>	means the website for RCC FabLab with the URL designated by HKSTP at its sole and absolute discretion from time to time, and any other additional or alternative website(s) from time to time hosted or adopted by HKSTP for such purpose(s).
<b>“You” or “Your”</b>	means any person or entity who/which uses or accesses, any part of the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, any Information through any of those means, or apply for or participate in any

Events, or who is or may become a RCC FabLab Member, or any part or combination thereof (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise).

## **2 Website**

2.1 HKSTP may, at its sole and absolute discretion and at any time, without notice to You:

- (a) add Information to, or modify Information on, or remove any Information from any of the Website;
- (b) add functionality and/or service to, or modify functionality and/or service on or remove functionality and/or service from any of the Website; and/or
- (c) alter the presentation or substance of any of the Website.

2.2 As a condition of Your access or use of any of the Website and any of its functions or services (including the RCC FabLab, Online Payment services) available through it, You must not:

- (a) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of HKSTP's servers, and/or any data areas for which You have not been authorized by HKSTP;
- (b) restrict or inhibit any other person(s) and/or entity(ies) from using and enjoying any of the Website and any of its functions or services available through it;
- (c) post or transmit any unlawful, fraudulent, libelous, 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 applicable laws or regulations;

- (d) 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;
- (e) 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 any of the Website and any of its functions or services available through it in any manner or for any purposes except as expressly permitted under these T&C; or
- (f) upload, post, publish, transmit, reproduce, or distribute in any way, Information obtained through any of the Website and any of its functions or services available through it 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.

2.3 You have no rights in or to the Information available on the Website and any of its functions or services available through it and You will not use such Information in any manner or for any purposes, except as expressly permitted under these T&C.

2.4 The links on the Website and any of its functions or services available through it may take You to other sites and You acknowledge and agree that HKSTP and the HKSTP 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 HKSTP of such websites or the Information, products, advertising or other materials available on those websites.

### **3 RCC FabLab Membership**

#### **3.1 Application**

- (a) HKSTP has established the RCC FabLab membership program (“**Program**”) to offer membership to individuals at the age of eighteen (18) or above and entities, including researchers, startups, academics, well-established organizations and other sectors of the general public as HKSTP considers appropriate, at its sole and absolute discretion, with a view to sharing, advancing and promoting robotics technology.
- (b) Subject to HKSTP’s sole and absolute discretion and these T&C, and in particular this clause 3, any person and/or entity (“**Applicant**”) who/which fulfills all the eligibility requirements and any other requirements as HKSTP may from time to time impose and post on the Website or otherwise may apply for membership of the Program and may, after HKSTP approves the Applicant’s application at its sole and absolute discretion, become a member of the Program (“**RCC FabLab Member**”).
- (c) HKSTP may at its sole and absolute discretion, approve or reject any application for the membership of the Program without giving any reasons and the decision of HKSTP in these respects shall be final and conclusive for all purposes.
- (d) To apply for membership of the Program, the Applicant shall complete an online or other application process(es) as HKSTP may decide from time to time.
- (e) HKSTP may charge the Applicant for a membership fee (in such amount as HKSTP may decide and impose from time to time) of the Program and is entitled to collect and receive such fee in advance. The Applicant shall pay such membership fee using the Online Payment services or other means (if any) from time to time accepted by HKSTP.
- (f) HKSTP Tenants or Incubatees are eligible for 50% discount to the membership fee and HKSTP Tenants or Incubatees who/which become RCC FabLab Members can enjoy benefits, including but not limited to discounted rate in using the RCC FabLab Equipment, as HKSTP may decide and offer from time to time at its sole and absolute discretion. When a RCC FabLab Member ceases to be a HKSTP Tenants or Incubatees:-

- (i) he/she/it shall promptly notify HKSTP of such change;
  - (ii) his/her/its membership under the Program shall remain valid but he/she/it shall no longer be entitled to continue to enjoy benefits and discounts available exclusively to HKSTP Tenants or Incubatees; and
  - (iii) HKSTP shall have no liability whatsoever to him/her/it by virtue of such discontinuance of benefits and discounts available exclusively to HKSTP Tenants or Incubatees.
- (g) The membership of the Program is subject to such validity period (without prejudice to the rights of HKSTP to terminate the membership earlier pursuant to these T&C) as from time to time imposed by HKSTP. Unless otherwise specified by HKSTP, such validity period will commence on the date on which the membership is granted or renewed, and end on the last day of such validity period, inclusive.
- (h) The membership of the Program is personal to the RCC FabLab Member and is non-assignable or non-saleable or non-transferable with any third party(ies) unless there is prior written consent from HKSTP.
- (i) Each person or entity can only apply for one membership under the Program and if a RCC FabLab Member has more than one membership under the Program, HKSTP shall have the absolute rights to immediately combine, re-arrange, terminate or take any other action as HKSTP considers appropriate at its sole and absolute discretion regarding all or any of the memberships of such RCC FabLab Member without liability, prior notice or compensation.
- (j) Each non-individual RCC FabLab Member may from time to time be allowed to nominate three (3) of its representatives (“**Authorized Participants**”) to access and use the HKSTP Facilities and Services, provided that access and use of such HKSTP Facilities and Services by the Authorized Participants are at all times subject to these T&C. Any

changes to the nomination of such Authorized Participants must be promptly updated to the HKSTP by prior written notice through the Website or other means designated by HKSTP from time to time.

- (k) The non-individual RCC FabLab Member shall ensure each of its Authorized Participants understands that such Authorized Participant is bound by these T&C and procure each of them to at all times duly observe and comply with these T&C or any applicable terms and conditions, house rule(s), code(s) of conduct or regulation(s) imposed, amended and/or updated by HKSTP from time to time and posted on the relevant Website and/or in the RCC FabLab or otherwise notified/announced by HKSTP in such other manner as HKSTP considers appropriate, including but not limited to the Safety, Health and Environment (SHE) Handbook as amended and/or updated by HKSTP from time to time. Without prejudice to the foregoing, HKSTP may require any RCC FabLab Member and/or any Authorized Participant to possess such qualification or experience, execute such documents, and/or have completed such training as condition(s) precedent for his/her/its use or access of the HKSTP Facilities and Services.

### 3.2 **Renewal**

- (a) Subject to HKSTP's discretion and approval, an existing or a former RCC FabLab Member whose membership has expired may apply to renew his/her/its membership by completing an online or other renewal process(es) as HKSTP may require from time to time. All applications for renewal will be subject to approval by HKSTP at its sole and absolute discretion.
- (b) Renewal of membership is subject to payment of new membership fees pursuant to clause 3.1(e).
- (c) HKSTP may, at its sole and absolute discretion, disapprove application from any RCC FabLab Member for renewal without giving any reasons. In the event that no approval for renewal is granted by HKSTP, the membership will automatically end on its expiry date.



### 3.3 **Membership Amendment**

- (a) HKSTP reserves the absolute rights, at its sole discretion, to modify any aspects of the Program and/or its memberships, including but not limited to the fees, facilities and services offered, other applicable terms and conditions and features of the Program, or to terminate any of the Program immediately at any time without cause.
- (b) Being continued to be a RCC FabLab Member will be deemed as that such RCC FabLab Member's acceptance has been made for any amendment(s) to the corresponding Program or such RCC FabLab Member's membership thereto in any aspects. If any RCC FabLab Member does not agree with such amendment, such RCC FabLab Member's sole remedy is to cease participating in the Program and terminate the membership immediately pursuant to clause 3.4(a).
- (c) In case of any disputes with respect to the Program or its membership in any aspects, HKSTP has its sole and absolute discretion to make the final decision and such decision shall be conclusive and binding on all the RCC FabLab Members for all purposes.

### 3.4 **Membership Termination**

- (a) RCC FabLab Member may terminate his/her/its membership at any time by completing the online or other termination process(es) as HKSTP may decide from time to time or otherwise.
- (b) HKSTP reserves the absolute rights, at its sole discretion, to terminate the membership of any RCC FabLab Member immediately without any liability, cause, prior notice or compensation.
- (c) Upon expiry or termination of a RCC FabLab Member's membership, such RCC FabLab Member must immediately return or cause to be returned any physical Pass and other HKSTP's property in such RCC FabLab Member's possession or control (if any) to HKSTP in its/their respective originally good physical condition. Such RCC FabLab Member shall be fully liable for any losses or damages to such physical Pass and HKSTP's property and shall upon request immediately compensate and fully indemnify HKSTP therefor accordingly.

#### **4 HKSTP Facilities and Services**

- 4.1 The provision and availability of HKSTP Facilities and Services are subject to the sole and absolute discretion of HKSTP. As such, HKSTP may add, amend or remove any of such HKSTP Facilities and Services from time to time without liability, cause, or compensation and with best efforts on prior notice to the extent practical.
- 4.2 Subject to (i) availability; (ii) prior appointments or applications to be approved by HKSTP at its sole and absolute discretion on a case by case basis; and (iii) due observance of these T&C, You may be allowed to use, with or without additional cost (as HKSTP may at its sole and absolute discretion decide from time to time), the HKSTP Facilities and Services that may be from time to time made available by HKSTP at its sole and absolute discretion. HKSTP reserves the sole and absolute rights to at any time revoke such authorization or decline the use or access to such HKSTP Facilities and Services by any person(s) and/or entity(ies) without any liability, cause, prior notice or compensation.
- 4.3 In using or accessing any HKSTP Facilities and Services pursuant to these T&C, You shall: -
- (a) not trespass, break into, access, use or attempt to trespass, break into, access or use any HKSTP Facilities and Services, any other parts of HKSTP's servers, and/or any data areas without prior written authorization from HKSTP;
  - (b) not restrict or inhibit any other person(s) and/or entity(ies) from using and enjoying any HKSTP Facilities and Services;
  - (c) not post or transmit any unlawful, fraudulent, libelous, 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 applicable laws or regulations;

- (d) not 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;
- (e) not 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 any of the HKSTP Facilities and Services in any manner or for any purposes except as expressly permitted under these T&C;
- (f) not upload, post, publish, transmit, reproduce, or distribute in any way, Information obtained through any of the HKSTP Facilities and Services 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(s) or right-holder(s);
- (g) comply with all the applicable laws of Hong Kong and any other relevant jurisdiction(s); and
- (h) ensure all Your actions or activities to be performed in or with the RCC FabLab, the HKSTP Facilities and Services or any other facilities provided by HKSTP at its sole and absolute discretion are safe, carefully planned, and cause no nuisance or risk to any other person(s) or entity(ies).

4.4 Subject to clauses 4.1, 4.2 and 4.3, RCC FabLab may be used and accessed by the following persons and/or entities (collectively, the “**RCC FabLab Users**”) subject to HKSTP’s sole and absolute discretion: -

- (a) RCC FabLab Members;
- (b) One-Stop Fabrication Service Provider; and

(c) any other person(s) and/or entity(ies) authorized by HKSTP from time to time.

- 4.5 Subject to clauses 4.1, 4.2 and 4.3, RCC FabLab Users shall use and access the RCC FabLab only during its operation hours as HKSTP may at its sole and absolute discretion decide from time to time and posted on the relevant Website and/or in the RCC FabLab or otherwise notified/announced by HKSTP in such other manner as HKSTP considers appropriate.
- 4.6 Subject to clauses 4.1, 4.2 and 4.3, RCC FabLab Users may enter the RCC FabLab with the access tools issued by HKSTP. As for RCC FabLab Members, an individual RCC FabLab Member would be granted with only one access tool; and for a non-individual RCC FabLab Member, only three (3) access tools would be issued to the three (3) Authorized Participants nominated by such non-individual RCC FabLab Member, and no other person(s) of such non-individual RCC FabLab Member may enter the RCC FabLab. HKSTP may at its sole and absolute discretion change the policy(ies) in relation to the foregoing at any time without prior notice to the RCC FabLab Users.
- 4.7 In respect of the use of the RCC FabLab Equipment, subject to clauses 4.1, 4.2 and 4.3, RCC FabLab Users may use such RCC FabLab Equipment in strict compliance with the policies on advance bookings and the charging schemes which HKSTP may decide at its sole and absolute discretion from time to time and which are posted on the relevant Website and/or in the RCC FabLab or otherwise notified/announced by HKSTP in such other manner as HKSTP considers appropriate. RCC FabLab Users agree that 3D printers shall only be operated by the staff of HKSTP.
- 4.8 RCC FabLab Users acknowledge that One-Stop Fabrication Service Provider may provide one-stop fabrication services in the RCC FabLab, and the use and enjoyment of such services shall be subject to the additional terms and conditions and/or privacy policies laid down by the One-Stop

Fabrication Service Provider and the provision and availability of such services may be affected by the services provided by the One-Stop Fabrication Service Provider and/or other circumstances. HKSTP does not endorse, warrant or guarantee such services, and shall not be responsible in any way for such services provided by the One-Stop Fabrication Service Provider. The use and enjoyment of such services by any RCC FabLab User shall be at his/her/its own risks.

## 5 **Online Payment**

5.1 The Website may (but is not obliged to) from time to time accept online payment ("**Online Payment**") from You. The Online Payment services of the Website may from time to time support such Online Payment functionality and third-party payment gateways as HKSTP at its sole and absolute discretion considers appropriate. Subject to HKSTP's sole and absolute discretion and pursuant to these T&C and in particular, this clause 6, You may pay for the HKSTP Facilities and Services using the Website's Online Payment services or other facilities from time to time available and accepted by HKSTP.

5.2 By using the Online Payment services, You warrant and represent that Your credit card or other means used for Online Payment is lawfully owned and used by You.

## 6 **Subscription of Events**

6.1 HKSTP may from time to time itself or invite, engage and/or allow third parties to organize RCC FabLab related events or training classes ("**Events**"), for subscription by RCC FabLab Member or the public or any selected sectors thereof. Subject to HKSTP's sole and absolute discretion and these T&C and in particular, this clause 6, any person or entity who/which completes an online or other subscription process as HKSTP and/or such third-party providers (as the case may be) may require from time to time and fulfills all requirements as HKSTP and/or such third-party providers (as the case may be) may impose from time to time, may apply to subscribe such Events as a registered user ("**Registered User**").

6.2 In respect of the Events organized by HKSTP itself, the following provisions shall apply: -

- (a) HKSTP may charge the Registered User for subscription fee(s) (in such amount as HKSTP may decide and impose from time to time) of the Events and is entitled to collect and receive such fee(s) in advance. The Registered User shall pay such subscription fee(s) using the Online Payment or other payment methods (if any) acceptable to HKSTP.
- (b) Subscription of Events is subject to availability, these T&C and other terms and conditions applicable to such Events. HKSTP reserves the absolute rights, at its sole discretion, to decline any application for subscription without giving cause or reasons and HKSTP's decision in these respects shall be final and conclusive for all purposes.
- (c) HKSTP reserves the absolute rights, at its sole discretion, to refuse any Registered User attending the Events without any cause, liability, notice and compensation and without prejudice to the foregoing, if such Registered User has breached any code(s) of conduct, regulation(s), policy(ies) or house rule(s) imposed by HKSTP from time to time or has performed any acts which HKSTP at its sole and absolute discretion considers unacceptable before or during the Events.
- (d) HKSTP reserves the absolute rights, at its sole discretion, to make alterations to the Events' arrangements (including but not limited to dates, venues, hosts, and guests) in any aspects as published, either before or during the Events without any liability, notice, cause or compensation.
- (e) Being continued to participate in the Events will be deemed as the Registered User's acceptance of any alterations made to the Events in any aspects. If any Registered User does not agree with such alterations, such Registered User's sole remedy is to cease participating in the Events.

(f) If, for whatever reasons, the Events are cancelled, postponed or dates are changed, subject to the sole and absolute discretion of HKSTP, the HKSTP may:

(i) transfer the Registered User's subscription to the same kind of Events at the new date; or

(ii) handle in other ways which HKSTP considers appropriate,

HKSTP's decision in these respects shall be final and conclusive for all purposes.

(g) In case of any disputes with respect to the Events in any aspects, HKSTP has its sole and absolute discretion to make the final decision and such decision shall be conclusive and binding on the Registered Users for all purposes.

6.3 In respect of Events organized by third-party providers, the Registered Users' subscription for and participation in such Events may be subject to the terms and conditions and/or privacy policies laid down by such third-party providers. HKSTP does not endorse, warrant or guarantee any of such Events and shall not be responsible in any way for such Events. The subscription for and participation in such Events shall be at the Registered Users' own risk. However, notwithstanding anything to the contrary contained herein, in the event that any Registered User has breached any code(s) of conduct, regulation(s), policy(ies) or house rule(s) which is/are imposed by HKSTP from time to time and which is/are applicable to any of such Events, or has performed any acts which HKSTP at its sole and absolute discretion considers unacceptable before or during any of such Events, HKSTP reserves the absolute rights, at its sole discretion, to procure the relevant third-party provider(s) to refuse such Registered User's participation in the relevant Event(s) without any cause, liability, compensation and/or notice.

## **7 General**

### **7.1 Information Provided by You**

You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) must ensure that all information, content, materials, data, representations and/or supporting materials provided by You should be true, accurate, correct, complete, legal, honest and up-to-date; and You shall promptly notify HKSTP of any changes thereto and keep HKSTP updated.

## 7.2 **Refund**

All membership and/or other fees paid may not be refunded or be subject to any other arrangement(s) as HKSTP considers appropriate.

## 7.3 **Amendment to these T&C**

HKSTP reserves the absolute rights, at its sole discretion, to modify these T&C from time to time, with immediate effect upon announcement, by posting of the modified version on the Website or in such other manner as HKSTP considers appropriate. It is Your responsibility (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) to keep Yourself up to date in respect of these T&C. You will be deemed to have accepted the amendment of these T&C and agreed to be bound by the amended T&C as so changed if after any changes become effective, You continue to use or access the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, or applying, registering for or participating in any Events, to continue to be a RCC FabLab Member, or any part or combination thereof.

## 7.4 **Access Security**

(a) You agree, understand and acknowledge that HKSTP may collect Your biometric data subject to Your consent for access security. HKSTP may issue access tool(s), security information such as username(s) and password(s), and/or other security device(s) to You and/or may authorize You to designate username(s) and password(s) (collectively referred to as “Pass”) for the purpose of using or accessing the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events subject to these T&C.



- (b) You are solely responsible for keeping Your Pass, in particular, the access tools(s), username(s) and password(s), confidential and secure. You understand that You are responsible for all use (including any unauthorized use) of the Pass. You agree to immediately notify HKSTP of any unauthorized use of Your Pass or any other breach of security.
- (c) By accepting the Pass, You have acknowledged and agreed that: -
  - (i) You shall comply with these T&C;
  - (ii) the Pass is solely owned by HKSTP and no ownership whatsoever has been transferred to You;
  - (iii) You shall not use the Pass for any purposes other than using or accessing the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events subject to these T&C;
  - (iv) You shall return any physical Pass immediately request from HKSTP (or if applicable upon the termination of Your membership);
  - (v) You shall not, whether intentionally or not, transfer or give such Pass to any third parties; and
  - (vi) You are fully and solely responsible for the security of Your Pass and all actions and consequences of access or use of Your Pass even if Your Pass is disclosed or otherwise compromised.

#### 7.5 **Third-party Information**

- (a) The Information on or provided through the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events or otherwise provided by HKSTP to You may contain Information provided by third party providers or sourced by HKSTP from other references or sources. Such Information may not be regarded as any recommendation or endorsement by HKSTP for any purposes with respect to any person, product or service.

- (b) HKSTP does not verify the correctness of such Information. Accordingly, HKSTP does not accept any responsibility whatsoever in respect of such Information. Any use of and reliance on such Information is at Your own risk.

#### 7.6 **Indemnity**

- (a) You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise), agree to defend, indemnify and hold HKSTP, its directors, officers, employees and representatives, and the HKSTP Affiliates harmless from and against all liabilities, losses and damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from Your (i) breach of any of these T&C; (ii) use or access the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services; (iii) applying, registering for or participating in any Events, to be or as a RCC FabLab Member; (iv) receipt and use of the Information therefrom; and (v) negligence, tortious, illegal or unauthorized conduct or any other act or omission related to the foregoing.
  
- (b) Without prejudice to any other rights HKSTP may have and notwithstanding any provisions to the contrary herein, non-individual RCC FabLab Members shall be fully responsible for all acts and omissions by their respective Authorized Participants and shall indemnify HKSTP, its directors, officers, employees and representatives, and the HKSTP Affiliates against all costs (including legal costs), expenses, claims or all losses or damages that is caused by or arising directly or indirectly from their respective Authorized Participant(s)' act or omission in connection with or incidental to the use of any facilities or services provided by HKSTP or the HKSTP Affiliates including but not limited to the RCC FabLab, the Website, Online Payment services and the HKSTP Facilities and Services. For the avoidance of doubt, HKSTP is entitled to, at its sole and absolute discretion, seek indemnification from the RCC FabLab Members or their respective Authorized Participant(s) or both for such costs (including legal costs), expenses, claims or all losses or damages

caused by or arising directly or indirectly from the relevant Authorized Participant(s).

#### 7.7 Intellectual Property Rights

- (a) All intellectual property rights subsisting in any Information or materials in, on, provided by or accessible through the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online payment services, the Events and the Program and any of their respective functions including but not limited to any related facilities, services and materials are solely owned by HKSTP or the relevant third-party providers. You shall not use such Information or materials for any purposes other than the purposes of Your own access and use which You have duly notified and obtained prior approval from HKSTP. In addition, You shall not create any additional copies of such Information or materials and/or distribute such Information or materials to any third party(ies).
  
- (b) You agree that HKSTP is free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by You to HKSTP ("**Feedback**") in connection with the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events in any manner without any payment to You. You hereby waive and agree to waive all and any rights objections and claims for any consideration, fees, royalties, charges and/or other payments in relation to HKSTP's use, disclosure, adoption and/or modification of any or all of Your Feedback.
  
- (c) In using or accessing the RCC FabLab, the HKSTP Facilities and Services, or any other facilities or services provided by HKSTP or the HKSTP Affiliates, You shall not infringe any third-party rights include any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right. In addition, You further warrant that You will not use or access such facilities and services for creating, altering or deriving any works which may interfere with, infringe upon, misappropriate, or otherwise come into conflict with any intellectual property rights of third parties.

## 7.8 **Warranty**

- (a) The RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events and any Information, and materials provided or available through them and provided by HKSTP or the HKSTP Affiliates from time to time will be on an “as-is” and “as-available” basis and no representation or warranty whatsoever has been or will be given by HKSTP or the HKSTP Affiliates. As such, You have agreed that:
- (i) there are no representations, undertakings, warranties or guarantees by HKSTP or the HKSTP Affiliates as to any aspect thereof, including but not limited to their quality, standard, function and availability; and
  - (ii) there is no assurance that such Website, HKSTP Facilities and Services, Online Payment services, Program, Events or any other related services and the Information available therefrom are correct, accurate, complete, up to date, non-misleading, free from interruption, unavailability, defects, errors, or omissions, of any quality or standard or is not flawed in any way or fit for any particular purposes.

## 7.9 **Liability**

- (a) You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) accept that there is inherent danger or risk of injury, and hazards associated with the use or access of the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events. In addition, You have acknowledged that the use or access of the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events is entirely at Your own discretion, choice, risk and liability and You have agreed that You shall have no rights to seek an indemnity, losses and damages, compensation, claim, costs, expenses or otherwise against HKSTP, its directors, officers, employees, agents and representatives, and

the HKSTP Affiliates.

- (b) HKSTP, its directors, officers, employees and representatives, and the HKSTP Affiliates shall in no circumstances have any liability to You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) for any claim for loss of data or damage to or corruption of data, loss of profits or anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, punitive damages, losses suffered by You or any direct, indirect, incidental, consequential or special loss, damage or expenses suffered by You regardless of the form of action, whether in contract, strict liability or tort (including negligence) arising out of, in connection to or incidental to Your access or use of the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, the Program or the Events and the Information available therefrom, even if HKSTP or the HKSTP Affiliates have been advised of the possibility of such losses and damages.
  
- (c) You agree and understand that You are responsible for properly monitoring and labelling anything You bring to the RCC FabLab, the HKSTP Facilities and Services and the Events, and that HKSTP, its directors, officers, employees and representatives, and the HKSTP Affiliates are not responsible for any lost, damaged, or stolen property.
  
- (d) Subject to clauses 7.9(b) and 7.9(c) above, in jurisdictions which do not allow the exclusion or limitation of certain types of liability, HKSTP's liability will be limited to the maximum extent permitted by laws of such jurisdictions.

#### 7.10 **Privacy Policy**

For information about privacy policies and practices in related to, or the use or access of the RCC FabLab, the Website, the HKSTP Facilities and Services, the Online Payment services, or applying, registering for or participating in any Events, or applying to be or is a RCC FabLab Member, or any part or combination thereof, please refer to the Privacy Policy Statement as HKSTP

may post on the Website or otherwise from time to time.

**7.11 Compliance with Applicable Terms and Conditions**

In using or accessing the RCC FabLab, the Website, Online Payment services, the HKSTP Facilities and Services, or applying, registering for or participating in any Events, or applying to be or being a RCC FabLab Member, or any part or combination thereof, You (as Applicant, RCC FabLab Member, Authorized Participant, Registered User, RCC FabLab User, or otherwise) shall at all times duly observe and comply with these T&C or any applicable terms and conditions, house rule(s), code(s) of conduct, regulation(s), direction(s) of HKSTP imposed, adopted, amended and/or updated by HKSTP from time to time and posted on the Website and/or in the RCC FabLab and/or the applicable HKSTP Facilities and Services or otherwise notified/ announced by HKSTP in such other manner as HKSTP considers appropriate including but not limited to the Safety, Health and Environment (SHE) Handbook as amended and/or updated by HKSTP from time to time .

**7.12 Partial Invalidity**

The illegality, invalidity or unenforceability of any provision or any part of a provision of these T&C under the law of any jurisdiction shall not affect or impair the legality, validity or enforceability of such provision or such part of the provision under the laws of any other jurisdiction(s) nor the legality, validity or enforceability of the remaining provisions or the remaining part of the affected provision.

**7.13 Third Party Rights**

No third party will have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any of the provisions of these T&C.

**7.14 Miscellaneous**

(a) No delay or failure in exercise any rights or remedies by HKSTP under these T&C shall constitute a waiver of any breach by You under these T&C. No waiver by HKSTP of any breach by You under these T&C will

amount to a waiver of any other breach by You.

- (b) The headings in these T&C are for convenience only and do not affect interpretation.
- (c) In these T&C, the singular includes the plural and vice versa, and words importing one gender include the other genders.

7.15 **Governing Law and Jurisdiction**

These T&C shall be governed by the laws of the Hong Kong. You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.