

Terms and Conditions for Virtual Lab Services

1. VIRTUAL LAB SERVICES

1.1 Background

The virtual lab services (the “VL Services”) are services which are provided under the STP Platform. You must first become a member of the STP Platform (“Member”) before you may use any of the VL Services. These are the terms and conditions of the VL Services (the “Terms”) which are in addition to and without prejudice to any terms and conditions of the STP Platform.

The Terms shall be in addition to the terms and conditions of the STP Platform. In case of any conflict, HKSTP shall have the absolute discretion to determine whether the Terms of the terms and conditions of the STP Platform shall prevail.

In the Terms, you shall expressly include any End Users (defined below) of your Account (defined below).

1.2 Eligibility.

- (a) Being a Member (either an entity or individual); and
- (b) HKSTP shall have the absolute discretion on deciding whether the VL Services are available to any Members. By using any of the VL Services you are deemed to have agreed the Terms, you represent and warrant to HKSTP that (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the VL Services; and (c) your registration and your use of the VL Services are in compliance with any and all applicable laws and regulations.
- (c) If you are an entity, organization, or company, the individual accepting the Terms on your behalf represents and warrants that he/she has authority to bind you to the Terms and you agree to be bound by the Terms.

1.3 Purpose of Use. You agree to use the VL Services only for the purposes permitted by the Terms and to the extent permitted by any applicable law, regulation, or generally accepted in the applicable jurisdiction.

1.4 End Users and Access.

- (a) Any entity or individual that accesses the VL Services under any Account (defined below) is referred to as “**End User**” for such Account. You and/or your authorized End User may access and use the VL Services in accordance with the Terms. If you become aware of any unauthorized use of your Account or the password of your Account, you will notify HKSTP as soon as possible. For the avoidance of doubt, any End User of an Account will be deemed duly authorized End User of such Account.
- (b) If you are an entity, organization or company, you shall permit only employees to access the VL Services through your Account.

- (c) You are responsible for safeguarding any and all Account details and access credentials including without limitation the user name and password of your Account.
 - (d) Any breach of the Terms or any use of your Account will be treated as if the breach or use had been committed/carried out by you. You will be fully responsible for all activities carried out through your Account.
 - (e) HKSTP may make available downloadable tools, software development kits, sample code, or other computer software (collectively “Software”) through the VL Services. You may use any Software provided by HKSTP in accordance with the Terms.
- 1.5 VL Services Modifications. HKSTP may discontinue or make any changes to the VL Services at any time and shall not be obligated to provide notice to you.
- 1.6 Account. You must register an account on the STP Platform (“**Account**”) before you may access to the VL Services. HKSTP reserves the right to reject your Account registration. In addition to an Account, your access to the VL Services is subject to HKSTP’s further approval which is subject to HKSTP’s absolute discretion.
- 1.7 Data Provider. You will be deemed as a data provider (“**Data Provider**”) of any Data which is provided and/or uploaded to or through the VL Services by you. For the avoidance of doubt, you will become an End User and/or a Data Provider (where applicable) when and after you accepted the Terms and carry out the respective activities.
- 1.8 Software Provider. You will be deemed as a software provider (“Software Provider”) of any Software which is provided and/or uploaded to the VL Services by you. For the avoidance of doubt, you will become an End User and/or a Software Provider (where applicable) when and after you accepted the Terms and carry out the respective activities.
- 1.9 Third Party Applications. You are solely responsible for any software used by you in connection your use of the VL Services (“**Third Party Software**”), including any Third Party Software made available in connection with or through the VL Services. Without prejudice to the generality of any provisions of the Terms, HKSTP is not responsible for and is not liable for any damages or losses arising from your use of any Third Party Software. You agree to comply with all the restrictions, terms and conditions of the respective Third Party Software.

2. FEE AND SUPPORT

- 2.1 Fee. You may, from time to time, be required to make payments to us as part of your use of the Services (“**Fees**”). All Fees are non-refundable. You agree that you are solely responsible for payment of all Fees and all taxes associated with any such payments. All payments made by you shall be made free and clear of and without deduction for any tax.
- 2.2 Deposit.

- (a) To secure the due payment of Fees and the due performance and observance of the Terms, each End User shall on accepting the Terms pay to and thereafter maintain (free of interest to the End User) with HKSTP throughout the term of this Agreement a deposit in a sum to be determined by HKSTP at its absolute discretion. The Deposit shall remain deposited with HKSTP and shall not be withdrawn and shall be released as hereinafter provided.
- (b) During the subsistence of the term of this Agreement, HKSTP shall be entitled to deduct from the Deposit the amount of all costs, expenses, losses and damages sustained or incurred by HKSTP as a result of any breach, non-observance or non-performance by the End User of any of the Terms, without prejudice to the other rights and remedies of HKSTP in respect of such breach, non-observance or non-performance. In the event that HKSTP makes any deduction from the Deposit as aforesaid, the End User shall, as a condition precedent to the continuation of this Agreement, forthwith on demand deposit with HKSTP the amount so deducted and the provisions of this Clause 2.2 shall apply to such further cash deposited with HKSTP. If the End User fails to do so, HKSTP will immediately be entitled to terminate or suspend this Agreement at its absolute discretion.
- (c) The Deposit shall be retained by HKSTP until the expiration or sooner determination of this Agreement and after all the Terms shall have been duly performed and observed, the Deposit shall be repaid to you without interest or compensation within thirty (30) business days after the date of the full and final settlement by you of all claims made by HKSTP in respect of your obligations hereunder.

2.3 Support. HKSTP does not undertake to provide any support to you in relation to the Services.

3. PROJECT

Without prejudice to the generality of other Terms and subject to any arrangements/measurements imposed by HKSTP from time to time, you may create a project through the VL Services ("Project") and you will become the owner of your Project ("Project Owner"). As a Project Owner, you may carry out the following activities subject to the Terms :

- (a) You may allow any End Users to participate in your Project;
- (b) You may designate any of the following rights to any of such End Users :
 - (i) upload Data to your Project and set access rights of such Data; and
 - (ii) upload Software to your Project and set access rights of such Software.

Without prejudice to the generality of other Terms and subject to any arrangements/measurements imposed by HKSTP from time to time, when you agree to become a participant of any Project, you represent, warrant and agree the followings :

- (i) You grant a non-exclusive and royalty free license to any End Users (which may include the Project Owner), which are to be designated by you in your sole discretion, to use all Data uploaded to the respective Project by you.

For the avoidance of doubt, you will become a Data Provider for such Data;

- (ii) You grant a non-exclusive and royalty free license to any End Users (which may include the Project Owner), which are to be designated by you in your sole discretion, to use all Software uploaded to the respective Project by you. For the avoidance of doubt, you will become Software Provider for such Software; and
- (iii) You may, in your absolute discretion, revoke any license of the said Data and/or Software uploaded by you. However, it is your sole responsible to communicate to and make arrangement with other End Users for such revocation. HKSTP shall not be responsible in anyway absolutely for any of such revocation and HKSTP does not warrant and represent that any End Users will comply with your revocation and arrangement.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights (defined below) in and to the VL Services, as between you and HKSTP, will be owned by HKSTP and/or its licensors (where applicable). Except as expressly set forth in the Terms and to the extent permissible under applicable law, HKSTP does not grant you any licenses or other rights, implied or otherwise, in or to HKSTP's Intellectual Property Rights.
- 4.2 "**Intellectual Property Rights**" means all current and future worldwide rights under patent, copyright, trade secret, trademark or moral rights laws, and other similar rights.
- 4.3 All Intellectual Property Rights of the Data and Software are and will remain the property of the respective Data Providers, Software Provider or licensors who provided and/or uploaded such Data or Software to or through the VL Services. Save and except provided in this Agreement, other End Users shall have no other rights in or to such Data and Software.

5. LICENCE

You agree that each Data Provider or Software Provider shall retain all Intellectual Property Rights in and to any modification, enhancement, improvement, development, adaptation or derivative works of any the respective Data of Software contributed by such Data Provider or Software Provider. Any User/End User shall (1) negotiate and/or make arrangement with such Data Provider or Software Provider for any use, license or otherwise in relation to the same; or (2) use such the respective Data and Software in accordance with the Terms.

6. YOUR PERSONAL DATA

- 6.1 Collected Data. Although any Data uploaded/contributed to the Services shall not contain any Personal Data (as defined below), you may input and we may collect your Personal Data through your registration, Data input process and assess to the Services (the "**Collected Data**"). Examples of the Collected Data of yours include your name and contact details.

- 6.2 Use of Collected Data. HKSTP will use the Collected Data to create and verify your Account, enable password change and communicate with you, billing, and internal assessment. HKSTP will also display your Collected Data, including but not limited to, your name, contact details on the Services.
- 6.3 Personal Data Collection Statement. For the definition of Personal Data and more information regarding our policy of Personal Data collection, please refer to our Personal Information Collection Statement, a copy of which can be found here [https://www.hkstp.org/media/6191/hkstp-website-personal-information-collection-statement_en_version032021.pdf].

7. USE OF SERVICES POLICY

Without prejudice to the generality of any provision of the Terms, you agree not to, and not allow any person (including any End User) to engage in any of the following prohibited activities or encourage any person to engage in such prohibited activities on or in relation to the Services:

- Any activities that violate any applicable laws or regulations; any illegal (or potentially illegal) activities;
- Interfere with, or attempt to interfere with, any User or any other party's access to the Services;
- Use the Services in manner or for any purpose which breaches any of the Terms;
- Upload, download, post, email, transmit, store or otherwise make available any Data that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- Stalk, harass, threaten or harm another; and
- Interfere with or disrupt the Services (including accessing the Services through any automated means), or any servers or networks connected to the Services.

8. DATA AND SOFTWARE

You warrant, represent and agree that :

- You are the owner of all Intellectual Property Rights of all your Contents (defined below) uploaded to or through VL Services and have all the necessary rights, consents, licences, to upload and share the same;
- You have the right to license all your Contents in accordance with the Terms;
- There is no Personal Data (as defined in the Hong Kong Personal Data (Privacy) Ordinance (Cap. 486) and/or as defined under the General Data Protection Regulation (EU) 2016/679) in any of your Data;

- When you share your Contents, you will be allowing other End Users to access and use the same in any way without further restriction or compensation to you;
- To provide HKSTP (as well as agents or service providers acting on HKSTP's behalf to provide VL Services) the right to transmit, process, use and disclose your Contents and other information which HKSTP may obtain as part of your use of the VL Services but only (i) as necessary for us to provide the VL Services; or (ii) as otherwise required by law, regulation or order.

The VL Services contain Data, Software uploaded by the respective End Users and the same have not been verified or approved by HKSTP. The views expressed by any End Users on or through VL Services do not represent HKSTP's or other End Users' views, values, opinions or positions.

Without prejudice to the generality of other Terms, the following standards apply to any material or content (including without limitations any Data and/of Software) that uploaded or contributed by you to or through VL Services (collectively the "Contents") :

Contents must :

- (i) Be accurate (where they state facts);
- (ii) Be genuinely held (where they state opinions); and
- (iii) Comply with all applicable laws and regulations of Hong Kong SAR and other applicable jurisdictions.

Contents must not :

- (i) Contain any material which is defamatory of any person;
- (ii) Contain any material which is obscene, offensive, hateful or inflammatory;
- (iii) Promote sexually explicit material;
- (iv) Promote violence;
- (v) Promote discrimination;
- (vi) Infringe any Intellectual Property Rights;
- (vii) be made in breach of any legal duty owed to a third party;
- (viii) promote any illegal activity;
- (ix) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (x) give the impression that they are from HKSTP if that is not the case; and
- (xi) advocate, promote or assist any unlawful act such as copyright infringement.

You are entirely responsible for all Contents that you upload to or through VL Services. We do not control, verify, or endorse any Contents.

Without prejudice to the generality of other Terms, HKSTP reserves the right to remove any Contents, in its absolute discretion, with or without cause at any time and without any compensation to any End Users whatsoever.

9. TERMINATION

- 9.1 Term. This Agreement becomes effective when you accept the Terms according to the mechanisms provided under this Agreement and shall continue until terminated according to the Terms.
- 9.2 Termination or Suspension by HKSTP. To the extent permitted under applicable law, HKSTP may, at its sole discretion terminate this Agreement or suspend or terminate your access to the Services, Data or Software or any aspect of the Services immediately as it sees fit, including but not limited to the occurrence of any of the following :
- (i) You violate any of the Terms and fail to rectify the violation within the time stipulated by HKSTP in the written notice of HKSTP requesting such rectification;
 - (ii) You have not paid any Fees or other amounts owned by you to HKSTP within 5 days after the applicable due date;
 - (iii) HKSTP reasonably believes that you have violated any applicable laws, or engaged in any fraudulent or deceptive activity, in connection with your use of the Services, Data and/or Software; and
 - (iv) You enter into liquidation, administrative receivership, bankruptcy or make any voluntary agreement with your creditors or are unable to pay your debts as they fall due.
- 9.3 No Liability for Termination. HKSTP shall have no liability whatsoever towards you arising from the termination of this Agreement under Clause 9.2 above, including, without limitation, any liability to compensate you for expenditures or commitments (if any) you made in connection with this Agreement or any loss of prospective profits or anticipated sales you may suffer arising from such termination. For the avoidance of doubt, any termination will not relieve your obligations incurred prior to the effective date of the termination.
- 9.4 Effect of Suspension. If HKSTP suspends your access to the Services, you (1) remain responsible for all Fees accrued up to and inclusive of the date of suspension; and (2) remain responsible for any applicable charges for any part of the Services to which you have access; and
- 9.5 Effect of Termination. Upon termination of this Agreement (1) you will pay HKSTP any Fees or other amounts owed under this Agreement within 7 days from

termination; and (2) you will delete and/or remove from the Services any Content which you have contributed within 7 days from termination.

- 9.6 Removal of Data, Software etc. Without prejudice to the generality of other provisions of the Terms, in the event where you fail to remove and/or delete such Software and Data from the Services in accordance with Clause 9.5 above; HKSTP shall have the right to remove and/or delete any or all of such Software and Data and HKSTP shall have no obligation to back up any of such Software and Data before such removal and/or deletion.]

10. INDEMNIFICATION

Your Indemnity to HKSTP. You agree that you will indemnify and hold HKSTP harmless on demand from and against all claims, actions liabilities, costs, expenses, loss or damage (including but not limited to consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by HKSTP arising from or relating to (directly or indirectly) any of your default of any of your obligation under the Terms.

11. GENERAL CONDITIONS

- 11.1 Relationship between HKSTP and You. Nothing in this Agreement shall be construed as creating a partnership, association, trust or joint venture between you and HKSTP. Neither you nor HKSTP nor any of its respective employees, agents, representatives or contractors is deemed an employee, agent, contractor or representative of the other party. Neither you nor HKSTP has the authority to bind or incur any liability on behalf of the other party and no such authority is to be implied.
- 11.2 Consent to Electronic Communications. You agree that any notices, agreements, disclosures or other communications that HKSTP sends to you electronically, whether by email, through the Services, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing.
- 11.3 Governing Law. This Agreement is governed and construed in accordance with the laws of Hong Kong. HKSTP and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 11.4 Entire Agreement. This Agreement supersedes any and all previous agreements between HKSTP and you regarding and in connection with the subject matter of this Agreement
- 11.5 Modification of the Terms. HKSTP may amend, add, remove or otherwise update any of the Terms, from time to time by posting the updated versions online. Updated versions will be effective when posted and you are responsible for periodically checking the Terms for any modifications. Your continued use of the Services, Software or Data constitutes your acceptance of such updated version of the Terms.
- 11.6 Severability. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable or ceases to be binding under the law of any applicable

jurisdiction, such provisions shall to the extent required be severed from the Terms and rendered ineffective without modifying the remaining provisions of the Terms and the same shall not be affected or impaired.

- 11.7 Rights of Third Party. HKSTP and you do not intend any of the Terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).
- 11.8 Interpretation of the Terms. Interpretation of any of the Terms or the Agreement is the sole prerogative of HKSTP. All decisions by HKSTP regarding the interpretation of the Terms or the Agreement and any issues arising from the Services shall be binding and conclusive.
- 11.9 In the Terms, singular includes the plural and vice versa, and words importing, one gender include the other genders.
- 11.10 Confidential Information. During your use of the VL Services, HKSTP or other End Users may share with you information that is confidential, sensitive or should be kept secret. You should not disclose any such information without the written consent of the disclosing party.
- 11.11 Suspension and Termination. HKSTP reserves the right to suspend or terminate your access to the VL Services at any time in HKSTP's sole discretion or disable any of your Contents if (a) you are in breach of any of the Terms; or (b) your use of the VL Services could cause a risk of harm or loss to HKSTP or other End Users.