

Terms and Conditions of Service

1. General

1. Owned and operated by the Hong Kong Science and Technology Parks Corporation ("**HKSTP**"), this website "Talent.hkstp.org" ("**Website**") was established to provide assistance, facilitation and convenience to partner companies of HKSTP ("**Partner**") and job seekers ("**Individual**") in their search for suitable candidates and jobs from this Website's existing network ("**Service**").
2. These Terms and Conditions of Service ("**Terms and Conditions**") and the Privacy Policy Statement ("**Privacy Statement**") shall be binding on you (i) as an Individual when you opt to click the button in the online registration webpage and "User Profile" webpage of this Website to accept the Terms and Conditions and the Privacy Statement; or (ii) as a Partner when you click the login button; or failing either the abovementioned your access and continuing access to or use of this Website or the Service shall be deemed to be your agreement to be bound by these Terms and Conditions and the Privacy Statement, which is deemed to form an integral part of these Terms and Conditions.
3. You as an Individual or Partner who wish to have access to and use of the Service as provided by this Website shall agree to and be bound by these Terms and Conditions and the Privacy Statement. If you do not accept these Terms and Conditions or the Privacy Statement, you should not and should immediately cease to access or use this Website or the Service.
4. Unless otherwise notified by HKSTP, your use of the Service shall be without charge and shall continue until terminated pursuant to these Terms and Conditions.
5. As an Individual, you may, subject to these Terms and Conditions, upload your personal data and other relevant information on this Website with a view to passing such information to a prospective Partner employer for a job vacancy. As a Partner, you shall, subject to these Terms and Conditions, have access to this Website to review the information as provided by potential candidates in respect of the job vacancy you posted on this Website. In this respect, the different obligations of Individual and Partner are respectively set out as below.
6. You must not use this Website or the Service in any way that causes, or may cause, damage to this Website or impairment of the availability or accessibility of this Website or the Service; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this Website or the Service to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

2. Obligations of Partners

1. As a Partner accessing or using this Website or the Service, you agree, warrant and undertake to:
 - a. Use this Website and the Service for lawful and recruitment purposes only and for no other purposes whatsoever in compliance with all applicable laws and regulation, including but are not limited to the Personal Data (Privacy) Ordinance (Cap.486) ("**Ordinance**") of the Hong Kong Special Administrative Region ("**Hong Kong**");
 - b. Use this Website and the Service in strict accordance and compliance with any relevant guides, specifications and instructions of HKSTP in relation or incidental to this Website or the Service and other policies (if any) from time to time adopted by HKSTP (collectively "**Service Guides**");
 - c. Ensure that the information system you use to access this Website or use the Service is fully compatible with minimum equipment requirement, including any security requirements as HKSTP may from time to time advise or as may be stipulated under any applicable laws from time to time;
 - d. Be solely responsible for maintaining your pre-assigned employer account with login name and password confidential and uncompromised and not to disclose such information to other persons, change your password immediately upon knowing any uncompromised and unauthorized use of the same, and be solely responsible for all loss and damages caused by the unauthorized use of the Service through your Service account;
 - e. Duly observe and comply with the requirements of the Ordinance and related legislation and regulations, namely the following:
 - i. Accept and shall fully comply with the Privacy Statement which forms an integral part of these Terms and Conditions;
 - ii. Take all necessary steps to ensure that your collection of personal data and relevant information from the Individual, whether directly or through this Website or the Service, will be in full compliance with the Ordinance and other applicable data privacy laws;
 - iii. Take all necessary steps to ensure that your access to and use of the personal data and other relevant information obtained through this Website or the Service shall be solely for recruitment purpose (as consented by the relevant Individual); and such personal data must not be disclosed to any third parties or for other purposes

without the prior and specific consent of the Individual data subject;

- iv. Take all necessary steps to maintain a good system to ensure that the storage of data is secure and that the procedures and manner are correct for retrieving and removing data whenever requested by an Individual data subject;
 - v. Assign a staff member for the position of "Data Privacy Officer" (or similar title) to be responsible for ensuring that the provisions under the Ordinance are complied with at all times; and
 - vi. Take all necessary steps to ensure that you will not keep any personal data and relevant information of Individuals longer than necessary and will destroy them immediately if they are no longer required after the recruitment process or otherwise;
- f. Acknowledge and accept that HKSTP has the right from time to time, with or without cause, and without prior notice, your prior consent or any compensation to you, to immediately:
- i. terminate or suspend your use of the Service or this Website or your Service account as a Partner with respect to the Service;
 - ii. Remove all or any part of the information or materials which you have registered, uploaded, posted or retained on this Website or with the Service or your Service account; and/or
 - iii. Change any features or other aspects of the Service as HKSTP at its own discretion see fit;
- g. Accept that you are providing and registering all the information on this Website at your own risk and that you are solely responsible for the accuracy, quality and completeness of such information, and accept that HKSTP shall not be responsible for any loss of such information or data;
- h. Consent and hereby authorize HKSTP to have the right to use your Partner's name or trademark as a point of reference in HKSTP's own marketing campaigns;
- i. Provide reasonable assistance to HKSTP regarding the enhancement of the Service, including reporting on any issues which may arise in the use of the Service and this Website and offering opinions.
- j. Warrant that you are of good standing and have the requisite capacity to recruit any Individual, and to be bound by these Terms and Conditions for the use of the Service and/or this Website.

- k. Acknowledge and consent that you are using this Website and the Service, and conducting your own recruitment process, at your own risk, and that you are solely responsible for verifying and ensuring that the candidate to be appointed through the Service suits your requirements and is legally employable.

3. Obligations of Individuals

1. As an Individual accessing or using this Website or the Service, you agree, warrant and undertake to:
 - a. Use this Website and the Service for lawful purposes and for seeking job opportunities only and for no other purposes whatsoever in compliance with all applicable laws and regulation, including but are not limited to the Ordinance;
 - b. Use the Service with a view to passing your personal data and other relevant information to Partners of your choice in respect of any job advertisements posted on this Website;
 - c. Be solely responsible and take all necessary steps to ensure that all your personal data and other relevant information that you have posted or uploaded on this Website or for the Service will be accurate complete and true in all respect;
 - d. Be solely responsible for maintaining your login name and password confidential and uncompromised and not to disclose such information to other persons, change your password immediately upon knowing any uncompromised and unauthorized use of the same, and be solely responsible for all loss and damages caused by the unauthorized use of the Service through your Service account;
 - e. Acknowledge and consent that the storage of your personal data on this Website, for the Service or access of your personal data by Partners of your choice through the Service are all at your own risk and although HKSTP shall take reasonable steps to protect your personal data in compliance with the requirements of the Ordinance, HKSTP shall in no event be responsible for any loss of or damage to such data;
 - f. Use this Website and the Service in strict accordance and compliance with the Service Guides;
 - g. Ensure that the information system you use to access this Website or use the Service is fully compatible with minimum equipment requirement, including any security requirements as HKSTP may from time to time advise or may be stipulated under any applicable laws from time to time;

- h. Duly observe and comply with the requirements of the Ordinance, namely the following:
 - i. Accept and shall fully comply with the Privacy Statement which form an integral part of these Terms and Conditions;
 - ii. Hereby consent to the disclosure of your personal data and other relevant information via this Website to HKSTP and Partners of your choice; and consent to the use of your personal data and other relevant information which you have posted and stored on this Website by Partners and/or HKSTP for the Service or otherwise in accordance with the Privacy Statement;
- i. Acknowledge and accept that HKSTP has the right from time to time, with or without cause, and without prior notice, your prior consent or any compensation to you, to immediately:
 - i. terminate or suspend your use of the Service or this Website or your Service account as an Individual with respect to the Service;
 - ii. Remove all or any part of the information or materials which you have registered, uploaded, posted or retained on this Website or with the Service or your Service account; and/or
 - iii. Change any features or other aspects of the Service as HKSTP at its own discretion see fit;
- j. Accept that you are providing and registering all the information on this Website at your own risk and that you are solely responsible for the accuracy, quality and completeness of such information, and accept that HKSTP shall not be responsible for any loss of such information or data;
- k. Provide reasonable assistance to HKSTP regarding the enhancement of the Service, including reporting on any issues which may arise in the use of the Service and offering opinions.
- l. Warrant that you have the requisite capacity to be legally recruited and employed in Hong Kong;
- m. Acknowledge and consent that you are using this Website and the Service, and conducting your own job seeking process, at your own risk, and that you are solely responsible for verifying and ensuring that the Partner suits your requirements and can legally employ and recruit you as its employee.

4. Details and Contents of the Services

1. HKSTP may at any time change any features or other aspects of the Service and/or amend, revise, add or delete any provisions under these Terms and

Conditions and the Privacy Statement with immediate effect by posting such changes or an update version of these Terms and Conditions on this Website. In this respect, you shall periodically review these Terms and Conditions and the Privacy Statement for any changes made to them. If you continue to use the Service and this Website despite any changes made to these Terms and Conditions or the Privacy Statement, such use shall constitute your agreement to the changes and you shall be deemed to accept and be bound by these revised Terms and Conditions and the Privacy Statement.

2. HKSTP assume no obligations to, and it is a policy of HKSTP that HKSTP will not, regularly verify the contents posted by any Individuals or Partners on this Website. However, HKSTP reserves the right to do so, to revise the recruitment advertisements and to remove any such contents (or any part thereof) from this Website or the Service as and when HKSTP at its sole and absolute discretion consider appropriate without prior notice to or consent from and without compensation whatsoever to the relevant Individuals or Partners.
3. You, as a Partner or an Individual do hereby warrant and undertake to take steps to ensure and warrant that all information and contents being registered, uploaded or posted on this Website or for the Service by you or on your behalf are true, legal, updated, complete and not misleading; and fully indemnify and hold HKSTP at all time harmless against any claims, actions, demands, injuries, liabilities, losses, damages, costs and expenses arising from or related to such contents. In particular, you warrant and undertake that you will not transmit, upload, publish or post any content on this Website which may be:-
 - a. discriminatory against race, gender, religion, nationality, disability, sexual orientation or age or otherwise;
 - b. sexually explicit;
 - c. inclined to promote or incite violence;
 - d. derogatory;
 - e. defamatory, libelous, obscene, harassing, threatening, and abusive; and
 - f. damaging to the reputation and operation of HKSTP, the Service and Website.
4. Unless otherwise specified in the Privacy Statement, HKSTP will not without the prior consent of an Individual release the Individual's personal data to any other parties (if any) other than the Partners of the Individual's choice and the personnel of HKSTP and HKSTP's service providers for purposes of the operation and maintenance of the Service and this Website.
5. Each Partner and Individual shall use the Service and Website at their own risk. No warranty or representation of any nature has been given by HKSTP in respect of the Service or this Website, including but are not limited to the truthfulness,

accuracy, completeness or reliability of any information or contents of this Website or provided through the Service, or any communications posted by either the Partner or Individual on this Website or through the Service

5. Copyright and Trademark

1. The trademarks, trade names, logos, graphics, pictures, information and download files displayed on this Website or displayed or otherwise associated with the Service (save and except the contents provided by Individuals or Partners) are owned by either HKSTP or HKSTP's third party licensors and are protected by the applicable laws, including those relating to copyright and trademark. You, as a Partner or an Individual, are prohibited from downloading, modifying, transmitting, storing in a retrieval system or reproducing such material (or any part of them) from this Website or the Service (save and except the contents provided by Individuals or Partners to be used for the purpose of the Service) in any manner for whatever purposes without the prior written consent of HKSTP.

6. No Warranties

1. HKSTP makes no warranties of any kind in relation to this Website, the Service or otherwise. In particular, HKSTP does not warrant that (i) the operation of this Website or the Service will be free from error, viruses or other harmful mechanisms, (ii) any defects shortcomings or error in this Website or the Service shall be corrected timely or at all; (iii) the quality of or if this Website or the Service will be fit for any purpose; or (iv) this Website or the Service will be timely, uninterrupted, stable, safe or will not be discontinued; or (v) the contents, services, software, text, graphics or links to this Website or those provided through or related to the Service are accurate, reliable complete or timely. If your use of the Service and this Website or their contents result in the need for servicing or replacing equipment or data, by any Individuals or Partners, HKSTP accepts no liability for any resulting loss or expenses. The Service and this Website and their contents are provided by HKSTP on an "as is" basis without any warranties of any kind.

7. Exemption of Liabilities

1. The liability of HKSTP for any claims arising out of or in relation to the use of the Service and this Website is nil.
2. Without prejudice to Clause 6 and for the avoidance of doubt, to the fullest extent permitted by applicable law, neither HKSTP nor HKSTP's associated companies, officers, directors, employees or agents shall in any way or event be liable for:
 - a. any act, omission, default, negligence, breach, non-compliance or non-observance of these Terms and Conditions by any Individuals and Partners; or

- b. Loss or damage of any kind suffered by any Individuals and Partners whatsoever directly or indirectly arising from or caused or occasioned by or in relation or incidental to:
 - i. any act, omission, default, negligence, breach, non-compliance or non- observance of these Terms and Conditions by any other Individuals and Partners; and
 - ii. the Individuals' or Partners' use of or inability to use the Service and/or Website or its contents, including without limitation any errors or omissions in such contents, or any deletion, incorrect or delayed transmission or loss of any contents or materials uploaded or transmitted through this Website or the Service.
- 3. Each Partner and Individual shall waive any claim against HKSTP, and each Partner and Individual shall agree to indemnify and hold harmless HKSTP against any claims, actions, demands, injuries, liabilities, losses, damages, costs and expenses arising from or incidental to their use of the Service and/or this Website.

8. Disclosure to Third Parties

- 1. HKSTP will keep all data posted by any Individual or Partner on this Website or with the Service confidential and will take reasonable measures to ensure that such data are kept secure against unauthorized access, loss, disclosure and destruction. However, HKSTP may at its sole discretion think fit or necessary in connection with the smooth operation of the Service and this Website provide such data to certain third parties in accordance with the Privacy Statement. Except as otherwise provided herein or in the Privacy Statement, HKSTP will not permit the release of any personal data and other relevant information to any other third parties without the prior consent of either the Individual or Partner to whom such data or relevant information is related.

9. Termination by Individuals or Partners

- 1. An Individual or a Partner has no right to terminate these Terms & Conditions. However, an Individual or a Partner may contact HKSTP to delete its account and terminate its access to the Website.

10. Link to other Websites

- 1. HKSTP will not be responsible for the links to third-party websites from this Website. As an Individual or a Partner in the use of the Service or this Website, your access to and use of third-party websites through such links or otherwise is at your own risk and subject to any terms and conditions applicable to such access and use. By providing hyperlinks to any third-party websites, HKSTP does not (and will in no event be deemed to) (i) endorse, recommend or approve the contents on third-party websites, or guarantee or introduce any third parties or

the services or products being provided on third-party websites, or (ii) warrant that HKSTP have any form of cooperation with such third-parties and third-party websites. HKSTP is not a party to any contractual arrangement entered into between you and a provider of any third-party website unless otherwise stated, has no control over or rights in the third-party websites and is not responsible for their availability or security. HKSTP will not be responsible for the contents of any third-party websites linked to this Website or any links contained in such third-party websites or any changes or updates thereto, and does not make any representations or warranties regarding the contents or accuracy of materials on such third-party websites. HKSTP shall not be liable for any loss or damages of any kind arising from or in connection with your use of the third-party websites or the materials or services therefrom.

11. Force Majeure

1. Without prejudice to the provisions of the Terms and Conditions limiting or disclaiming liability, HKSTP will not be liable for any delay or failure in performance resulting directly or indirectly from causes beyond its reasonable control, including, without limitation, transmission blackout, delayed transmission or incorrect data transmission, malfunction in communications facilities, strikes, labor disputes, riots, insurrections, civil disturbances, shortage of labor or materials, fires, floods, storms, explosions, act of God, war, governmental actions, orders of domestic or foreign courts and non-performance of third parties.

12. Assignment Right by HKSTP

1. These Terms and Conditions are personal to you as an Individual or a Partner and except for the rights and obligation of HKSTP, none of your rights and obligations as either Individual or Partner hereunder, may be assigned, transferred or sub-contracted to any third party without the prior express written approval of HKSTP

13. Contact

1. Regarding these Terms and Conditions, you may send your enquiries to the following email address at talentpool@hkstp.org.

14. Entirety

1. These Terms and Conditions and the Privacy Statement shall constitute the entire agreement between the Individuals, Partners and HKSTP relating to their respective use of the Service and/or this Website, and shall replace and supersede all other communications (be it written or oral), discussions, letters and contracts relating to the subject matters hereof.

15. Severability

1. If any single provision or number of provisions in these Terms and Conditions, or any one or number of provisions and conditions when cited, in any situation, is in any respect, for any reason, judged to be invalid, illegal or unenforceable, the effectiveness, legality and enforceability of the provision or condition in any other respect, and the effectiveness, legality or enforceability of the remaining provisions of these provisions and conditions, will not be affected in any respect.

16. No Waiver

1. No waiver by HKSTP of any default of Individuals or Partners shall be deemed as a waiver of prior or subsequent default of the same of other provisions under these Terms and Conditions. A right may only be waived by HKSTP unless in writing and signed by HKSTP.

17. No Third Parties' Right

1. No person other than Individuals, Partners and HKSTP will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefits of any of the provisions of these Terms and Conditions.

18. Governing Law and Jurisdiction

1. These Terms and Conditions and any dispute or matter arising from or incidental to the use of the Service and this Website shall be governed by and construed in accordance with the law of Hong Kong. Each Party irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction to settle the aforesaid dispute or claim.

19. Interpretation

1. In these Terms and Conditions, the following rules of interpretation apply unless the contrary intention appears:-
 - a. where the context so admits, the use of the singular includes the plural and the use of the plural includes the singular and reference to any one gender imports a reference to the masculine, feminine and neuter genders;
 - b. references to a "person" includes any individual person, partnership, firm, company, body corporate or corporation or organization;
 - c. references to a Clause are to a Clause of these Terms and Conditions and references to a Sub-Clause are to a Sub-Clause of the same Clause in which the reference is made except where otherwise stated;
 - d. references to either the Individual, Partner or HKSTP by their defined terms includes each of their executors, administrators or permitted assigns, or being a company, its successors or permitted assigns;

- e. references to these Terms and Conditions includes any permitted variation, supplement to, replacement or novation of these Terms and Conditions;
- f. references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of these Terms and Conditions) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- g. “including,” and “includes” are deemed to be followed respectively by “but not limited to” and “but is not limited to,” respectively, and “or” is not exclusive;
- h. the words “herein,” “hereof” and “hereunder” and other words of similar nature refer to these Terms and Conditions as a whole, including all Exhibits, Annexures, Schedules or Appendixes (if any) and not to any particular Clause, Section or other subdivision of these Terms and Conditions;
- i. every agreement or undertaking expressed or implied by which more than one person agree or undertake any obligation or derive any benefit in these Terms and Conditions shall bind or inure for the benefit of such persons jointly and each of them severally;
- j. headings to Clauses are for the purpose of information and identification only and do not form part of these Terms and Conditions; and
- k. any undertaking by either Individual, Partner or HKSTP not to do any act or thing shall be deemed to include an undertaking by either Individual, Partner or HKSTP not to permit or suffer the doing of that act or thing.