

## **TERMS AND CONDITIONS (“TERMS”)**

HKSTP @Wheelock Gallery (“Wheelock Gallery”), which expressly include the Space (defined below) organised by the Hong Kong Science and Technology Parks Corporation (“HKSTP”), is available to Members (defined below) subject to Terms and Conditions set out herein (the “Terms”).

Please read the Terms carefully and only proceed to use Wheelock Gallery if you fully agree to all the Terms.

### *Eligibility, Application and Booking*

1. Parties, such as technology start-ups, incubates, investors, or staff of tech enterprises, that are in innovation and technology related businesses are eligible to become Members subject to HKSTP’s approval in its absolute discretion.
2. Each eligible party is required to complete and submit an application (“Application”) to HKSTP and each Application is subject to HKSTP’s approval in its absolute discretion. For the avoidance of doubt, an eligible party can only, subject to the Terms, use Wheelock Gallery if such party becomes a Member. HKSTP does not guarantee and warrant that each Application will be approved.
3. The Wheelock Gallery is only available to the Members at a first-come, first-served basis who can reserve an available space (“Space”) through the Wheelock Gallery’s website (“Website”).
4. To use any Space in Wheelock Gallery, each Member is required to reserve a Space through the Website for a specific time slot and such reservation (“Reservation”) is subject to HKSTP’s approval at its absolute discretion. HKSTP reserves its right to cancel any Reservation in its absolute discretion without any compensation to the respective Member.
5. Members and Guests (defined below) must be 18-year-old or older.
6. Members of Wheelock Gallery are recommended to register for [Club Wheelock](#).
7. By submitting an Application, each Member is deemed to have agreed with the Terms. Each Member shall not proceed to use Wheelock Gallery if he/she does not fully agree with the Terms.

### *License to use Wheelock Gallery*

8. Subject to the Terms, when a Reservation is made, HKSTP grants the respective Member a license for the non-exclusive use of the Space during the time period of the Reservation (“License”).
9. Each Member is required to check in before using the respective Space within 15 minutes from the starting time of the respective Reservation otherwise such Reservation will be cancelled and such Member will not be able to use such Space.
10. Subject to the Terms, each Member may invite other parties to the Space during the time period of the respective Reservation.

11. HKSTP shall have the right to revoke the License anytime at its absolute discretion without the need to provide any reasons. In such event, the respective Member will no longer to use the Space, shall leave the Space immediately or as directed by HKSTP and shall ensure all other persons inside the Space (“Guests”) leave the Space at the same time.
12. Each Member is responsible, and each Member agrees to ensure all Guests, to keep all furniture and fittings inside the Space in good condition.
13. Each Member and its Guests shall have no interest in the Space or any other part of Wheelock Gallery.
14. Each Member is not allowed to use other part of Wheelock Gallery without having HKSTP’s express consent.
15. No parties shall not use the Space or any other part of Wheelock Gallery for any illegal, immoral or dangerous purposes.
16. All activities inside Wheelock Gallery must not affect other users of the Wheelock Gallery, cannot be of dangerous nature or affect Wheelock Gallery negatively. HKSTP reserves the right to stop or allow any such activities in its absolute discretion.
17. Each Member undertakes to ensure all his/her Guests comply with the Terms where applicable.
18. No parties have the right to modify any parts of Wheelock Gallery.

#### *Limitations of Liability and Release*

19. HKSTP, its respective affiliates, divisions, subsidiaries, and all of their respective officers, directors, employees, contractors, representatives and agents (collectively the “Released Parties”) will have no liability whatsoever for, and will be released and held harmless by each Member for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons in relation to or arising from Wheelock Gallery or use of Wheelock Gallery. Without prejudice to the generality of the foregoing, all matters in connection with Wheelock Gallery are provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties, and fitness for a particular purpose.
20. HKSTP shall not be responsible for any damages or losses of personal items/belongings of any Members or their Guests.

#### 21. *Nature of License*

Each Member acknowledges that:

- 21.1 The Licence does not grant the respective Member any exclusive right to the use or occupation by the respective Member of the Space and will not confer on such

Member any interest in the Wheelock Gallery or the land where Wheelock Gallery is established;

21.2 The Licence is not to be construed as a tenancy or bailment or construed as creating any proprietary interest on the respective Member; and

21.3 The Licence confers personal rights on the respective Member only.

#### *Additional Rules*

22. In addition to the Terms, HKSTP and/or the Providers may impose additional rules in Wheelock Gallery ("Rules"). All Members are required to comply with all Terms and Rules and the Rules shall form an integral part of the Terms.

#### *Warranties, Representations and Agreements*

23. Each Member represents, warrants, acknowledges and/or agrees the followings :

23.1 All information provided in the Application and other information in relation to the Wheelock Gallery are complete, accurate and truthful;

23.2 Acknowledge and agree that in addition to the Terms, the privacy policy of HKSTP ("Privacy Policy") is also applicable to Wheelock Gallery. Generally, HKSTP will use all Personal Data (as defined in the Privacy Policy) for the purposes of (1) processing the Applications; and (2) identifying the Members; and

23.3 To ensure all Guests comply with all applicable Terms and in general not to damage Wheelock Gallery; or carry out any activities which are prohibited by law or may damage Wheelock Gallery.

#### *Indemnity*

24. Each Member agrees that he/she will indemnify and hold the HKSTP and Released Parties 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) which HKSTP and/or Released Parties may suffer or incur by reason of any default or undue delay on the part of such Member in the performance of his/her obligations under and/or in connection with the Terms incurred by HKSTP arising from or relating to (directly or indirectly).

#### *General Rules*

25. HKSTP reserves the right to cancel or make changes to Wheelock Gallery and/or any Reservation. In the event of any changes and/or cancellations caused by whatever reason, HKSTP will not incur any liability towards any persons.

26. Terms shall include all amendments made by HKSTP from time to time and HKSTP reserves the right to amend any of the Terms in its absolute discretion without notice.

27. Each Member shall be fully responsible to HKSTP for all acts and omissions of the Guests.
28. Each Member is not permitted to use the names and/or logos of HKSTP in any manner without the prior written consent of HKSTP.
29. If any provision contained in the Terms is found to be invalid or unenforceable by any court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of the Terms shall remain valid and enforceable.
30. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
31. Without prejudice to the generality of other provisions of the Terms, HKSTP does not make any warranty or representation to the availability of the Wheelock Gallery and the same may be changed or cancelled without notice.
32. The Terms shall be interpreted and construed in accordance with the laws and regulations of the Hong Kong Special Administrative Region of the People's Republic of China and any disputes shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.
33. The Terms are not intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong).