

TERMS & CONDITIONS for

- HKSTP ADVOCATE Logo Usage Request Form
- HKSTP ALUMNI Logo Usage Request Form
- HKSTP MENTOR Logo Usage Request Form

Logos and Eligibility of Applicant

1. The Logos are solely and exclusively owned by Hong Kong Science & Technology Parks Corporation (“HKSTP”), and shall not be used without the prior written authorization of HKSTP. Authorization to use the Logos is restricted to the Applicant as shown in the Form above.

Application for use of Logos

2. The Applicant must duly complete all fields and submit this Form to HKSTP **at least five working days** prior to the proposed first day of use of the Logos as specified in this Form.
3. The Applicant shall submit to HKSTP the final layout of materials and content on which the Applicant proposes to display the Logos for HKSTP’s approval **not less than two working days** prior to the proposed date of publishing of such materials and content. The Applicant shall not publish or otherwise use the Logo on any materials and/or content that have not obtained HKSTP’s specific prior written approval. Such approval shall be granted by HKSTP at its sole and absolute discretion and all decision made by HKSTP in this regard shall be final and binding on the Applicant. HKSTP shall have the right to terminate with immediate effect any and all arrangements with regard to the use of the Logo by the Applicant under this Form if the Applicant fails to comply with this requirement.

Approval

4. Once approval is granted by HKSTP to the Applicant (the “**Approval**”), the Applicant shall observe and be bound by these Terms & Conditions of Use.
5. Any license granted for the use of the Logos shall be granted to the Applicant on a non-exclusive, non-transferrable, revocable, terminable, and non-sub-licensable basis (unless otherwise expressly permitted by HKSTP) solely for the purpose of conveying to all third parties that the Applicant is a tenant of HKSTP and/ or a party collaborating with HKSTP on a specific project. If the Applicant is collaborating with HKSTP on a specific project basis, the Approval will only be granted for use of the Logos on materials and content that are in the context of and in relation to the relevant project as

identified in this Form. The Logos shall under no circumstances be used for or in relation to any other purposes (including, without limitation, projects/ programmes, initiatives, promotions of any products and/or services of the Applicant that is not related to any collaboration project with HKSTP, or any other uses that have not obtained specific prior written consent or approval of HKSTP).

6. The Logos are provided on an “as is” basis and all representations and warranties, pertaining to the use of the Logos, whether express or implied by statute, common law, trade usage, or otherwise, including warranties of fitness for a particular purpose or satisfactory quality or non-infringement, and any and all losses, damages (including direct, indirect, consequential or exemplary, loss of profits or income), compensation or indemnification are, to the maximum extent permitted by applicable law, hereby expressly excluded by HKSTP.

HKSTP's Rights & Applicant's Obligations

7. The Applicant agrees that use of the Logos will not be in breach of any applicable laws or otherwise damage, diminish or tarnish the reputation or goodwill of HKSTP and/or the Logos or bring HKSTP and/or the Logos into disrepute.
8. The Applicant shall not:
 - a. knowingly do, omit to do, or permit any act which may damage, jeopardise or diminish the integrity, reputation and/or goodwill associated with the Logos and/or any of HKSTP's legal rights and ownership over the Logos;
 - b. alter, translate, adapt, change, modify, add to, subtract, or create derivative works from, or otherwise modify, sub-license (except as expressly permitted in writing by HKSTP), assign, transfer, or otherwise exploit or deal with, the Logos except for the use permitted in Clause 2 of these Terms and Conditions of Use; and
 - c. represent that it has any right, title, and/or interest in or to the Logos (except for the rights set out in Clauses 4 and 5 above), or assert any proprietary interest therein.
9. Any and all expenses, costs, and/or charges incurred by the Applicant in the exercise of its rights and/or performance of its obligations under these

Terms and Conditions herein are the sole responsibility of, and must be borne solely by, the Applicant.

10. HKSTP may, at any time, require the Applicant to cease, any and all use of the Logos, or any manner of use if HKSTP does not approve (in its absolute discretion) of any of the use of the Logos by the Applicant.

Revocation/ Termination of Approval

11. HKSTP shall be entitled, at its sole and absolute discretion, and without any reasons, to immediately terminate, revoke, modify or suspend the Approval and any rights arising out of or in connection with the Approval, in whole or in part, without cause, liability, compensation or prior notice.
12. The Applicant shall immediately cease all usage of the Logos on/upon the earlier of (i) completion of the collaboration, (ii) expiry of tenancy with HKSTP, (iii) its early termination of the tenancy, (iv) its withdrawal from the tenancy, or (v) termination or revocation of the Approval.
13. Upon any termination or revocation of the Approval, the Applicant shall immediately cease, any and all use of the Logos, including but not limited to permanently remove, delete and destroy, and/or procure any third parties to permanently remove, delete and destroy, any and all materials, properties, documents which contain the Logos, including any electronic files which contain the Logos at its own expenses.
14. HKSTP shall not be liable to the Applicant in anyway whatsoever arising or resulting from the termination or revocation of the Approval to use the Logos. To the fullest extent permissible by law, HKSTP shall not be liable to the Applicant for any losses or damages, whether direct, consequential, or incidental that the Applicant may suffer or incur including, without limitation, expenditures, loss of profits, or prospective profits of any kind sustained or arising out of, or alleged to have been sustained or to have arisen out of the termination or revocation of the Approval.
15. Termination/ revocation of the Approval operates without prejudice to any rights HKSTP may have accrued against the Applicant.
16. Without prejudice to any other rights or remedies that HKSTP may have, the Applicant agrees that damages alone would not be an adequate remedy for any breach of the Terms & Conditions of Use by the Applicant. Accordingly, HKSTP is entitled to the remedies of injunction (including interim/interlocutory and permanent injunctions), specific performance or

other equitable relief for any threatened or actual breach of the Terms & Conditions of Use.

HKSTP's Enforcement of Rights

17. HKSTP may, at its option and without further notice, take all necessary actions against the Applicant for any unauthorized use of the Logos and/or where such usage is in violation of any of the Terms & Conditions of Use.
18. The Applicant shall fully indemnify, defend, and hold harmless HKSTP, its affiliates and their respective representatives (including but not limited to its director, officer, employee, representative, adviser and/or agent), from and against any and all claims, demands, causes of action, and cost and expenses (including legal fees and expenses on a full indemnity basis) arising out of, or resulting from, any use of the Logos by the Applicant in a manner that causes infringement of a third party's intellectual property rights (except in relation to any claims that the Logos themselves infringe, or allegedly infringe, a third party's intellectual property rights), and/or any breach, alleged breach, non-performance, or non-compliance by the Applicant of any of the Applicant's representations, warranties and/or obligations under the Terms & Conditions of Use.

Miscellaneous

19. The Form and, these Terms & Conditions of Use shall be subject to and be construed according to laws of the Hong Kong Special Administrative Region and any disputes arising from such documents shall be submitted to the exclusive jurisdiction of Hong Kong courts for resolution.
20. Information collected under this Form shall be used by HKSTP for the purpose of reviewing and assessing the application. Treatment of such information will be in accordance with the HKSTP's Privacy Policy Statement which can be found at: <https://www.hkstp.org/privacy-policy/>.