

Terms of Use for Instant Messenger

These Terms of Use govern your access to and use of third-party communication channels to communicate with Hong Kong Science and Technology Parks Corporation (“**HKSTP**”, “**we**”, “**us**” or “**our**”), including our chat bots and live agents, through third-party communication channels including but not limited to messaging applications.

These Terms of Use apply to your use of third-party communication channels with us such as WhatsApp, Facebook Messenger, WeChat and such other channels as HKSTP may designate from time to time (“**Messaging Apps**”) from the start of the chat session and, where applicable, shall continue to apply to any communications, records, personal data, instructions or liabilities arising from that chat session (“**Communication**”).

The Terms of Use may be updated by us from time to time without prior notice. Please check these Terms of Use regularly to decide whether to continue to use Instant Messenger to communicate with us. Your continued use of Instant Messenger shall constitute your acceptance of the updated Terms of Use.

By continuing to utilise Instant Messenger, you confirm that you request and authorise HKSTP to receive, review and, where HKSTP considers appropriate, process communications or instructions from you made through Instant Messenger. HKSTP shall not be obliged to accept, verify, act upon or respond to any instruction, request or communication made through Instant Messenger. In requesting that HKSTP communicate with you made through Instant Messenger, you further acknowledge and agree to the following:

(1) Use of the Instant Messenger

- a. Instant Messenger offers an automated chatbot and where available access to live agents or call centre supports, to provide you with help and support in accessing our customer services and respond to enquiries or requests related to our services. We will not provide you with advice (including but not limited to legal, financial, technical, professional or other advice) while using Instant Messenger. Unless expressly confirmed in writing by an authorised representative of HKSTP through an official HKSTP communication channel, any response or information provided through Instant Messenger shall not constitute any offer, acceptance, approval, consent, waiver, representation, warranty, commitment or binding agreement by HKSTP. Instant Messenger must not be used for service of legal notices, contractual notices, statutory notices, formal complaints, emergency matters, urgent operational matters, or any matter requiring formal written submission to HKSTP. Any such communication shall not be deemed validly

served on or received by HKSTP unless submitted through the applicable official channel prescribed by HKSTP. HKSTP may, at its sole discretion, decline to process, act upon or respond to any enquiry, request, instruction, document or information submitted through Instant Messenger. HKSTP may require you to use another communication channel, submit further information, complete additional verification, or provide original or formally executed documents before taking any action.

- b. HKSTP will not ask for any password, one-time password, full payment card details or other sensitive authentication credentials through third-party communication channels.
- c. You shall avoid sending any images, attachments, audio files, videos or documents, especially those containing personal information, confidential information or commercially sensitive information, unless we specifically ask you to do so. HKSTP reserves the right not to open, review, download, process or retain any file or attachment submitted through Instant Messenger.
- d. Communication through a third-party messaging app can involve substantial risks including, but not limited to:
 - i. sending of Communication to a person not authorised to receive the same;
 - ii. interception, surveillance, phishing, hacking and/or unauthorized access to your Communication;
 - iii. manipulation of contents and/or the sender's phone number, account name, profile or other details;
 - iv. non-original signatures, approvals or confirmations in any Communication may be forged, altered or unauthorized;
 - v. delay, loss, duplication, corruption, mis-delivery or failure of transmission;
 - vi. inaccurate, incomplete or outdated information being displayed or transmitted;
 - vii. unauthorised disclosure, retention, transfer or use of information by third-party platforms or service providers; and
 - viii. loss of data or damage to hardware, software or systems caused by viruses, bugs, malware, malicious code or other harmful software.
- e. We will not be liable for any leaks, disclosure, retention, transfer, processing or usage of information by any third-party communication channel, any unauthorized access, any errors, omissions, delays, interruptions, failures, damages or losses, or any matter outside of our control. You agree not to send us any offensive, indecent, threatening, obscene, pornographic, defamatory, discriminatory, unlawful, fraudulent, misleading, malicious or otherwise inappropriate information through our third-party communication channels. You must not use Instant Messenger to impersonate any person, misrepresent your

identity or authority, interfere with Instant Messenger, transmit viruses or malicious code, collect or scrape data, or otherwise use Instant Messenger for any unlawful or unauthorised purpose. We may use another means of communication or another communication channel to respond to your enquiries, or require you to communicate with us through another official channel. If you receive a message from us by mistake, you must not copy, forward, disclose, publish, rely on or use any part of it, and you must notify us immediately and delete the message and any copies.

(2) Privacy and Data Usage

- a. We will collect, store, use, process, disclose, transfer, retain and share your personal data in accordance with our [Privacy Policy](#), personal information collection statement and internal policies.
- b. We may record and monitor, analyse and retain all communications with you through Instant Messenger for purposes including enquiry handling, customer service, quality assurance, training, audit, record keeping, security, compliance, dispute handling, service improvement and legal or regulatory purposes.
- c. The third-party communication channels such as Facebook, WhatsApp, WeChat, your mobile network provider, device provider and other third-party services or sites incorporated in those messengers and applications you use to communicate with us may collect, store, use, process, disclose, transfer, retain and share your personal data in accordance with their own privacy policies, terms and practices. Your use of Instant Messenger will be subject to these third-party agreements and may give these third parties access to your personal information and communications. It is your responsibility to review and accept the applicable third-party agreements before using Instant Messenger.

(3) Security

- a. It is your responsibility to maintain the physical security of your devices and the confidentiality and security of the Information on your devices, your Messaging Apps accounts, user IDs, passwords, authentication credentials, phone numbers, SIM cards, email accounts and other access methods.
- b. You acknowledge that anyone with whom you share your devices and/or credentials of your Messaging Apps may be able to see, copy, use, delete, forward or otherwise access all messages that you have exchanged with HKSTP via Instant Messenger, including your conversation history through third-party communication

channels such as Facebook Messenger, WhatsApp and WeChat. Accordingly, we advise that you:

- i. keep your devices, your user ID and password and other credentials for Messaging Apps private and confidential;
 - ii. use available passcode, biometric, encryption and security features on your devices;
 - iii. delete your conversation history with us regularly from your Messaging Apps where appropriate;
 - iv. refrain from sharing your devices which you use to access those Messaging Apps with any third parties;
 - v. avoid using public, shared or unsecured devices or networks to communicate with us;
 - vi. always use available security and passcode lock features on your devices;
 - vii. always update your software, applications and security settings where appropriate; and
 - viii. refrain from disclosing any sensitive personal information, confidential information or commercially sensitive information in your Communication with us unless specifically requested by HKSTP.
- c. You agree that you use Instant Messenger at your own risk and that you shall not hold HKSTP liable for any loss or damage that you may suffer as a result of your use of Instant Messenger, including any unauthorised access, disclosure of, loss, alteration, corruption or misuse of the information in the Communication.
- d. In the event where you suspect fraudulent activity or unauthorised access to your personal devices, Messaging Apps accounts and/or personal credentials, you should immediately:
- i. change your login credentials (this action will log you out from all the devices that you are currently signed in);
 - ii. secure or disable access to the relevant device, account or SIM card;
 - iii. delete your conversation history with us in your Messaging Apps; and
 - iv. immediately notify HKSTP of the suspected fraudulent or abusive activity on your account through an official HKSTP contact channel.

(4) Warranties/ Limited liability

- a. To the extent permitted by applicable law, we exclude all express, implied, statutory and other representations, conditions, warranties and undertakings, whether statutory or otherwise, in relation to Instant Messenger, including any

warranties as to availability, accuracy, completeness, reliability, timeliness, security, fitness for purpose, merchantability, non-infringement or suitability.

- b. Instant Messenger and the relevant third-party communication channels and Messaging Apps may not be available for use at all times, and may be subject to interruption, suspension, restriction, failure of hardware or software, errors, transmission blackout, delayed transmission due to internet traffic, incorrect data transmission due to the public nature of the internet, system failure, upgrades, maintenance, market volume or volatility, security incidents or other reasons.
- c. To the extent permitted by applicable law,
 - i. we shall not be liable for any failure to carry out your instructions, any decision not to act on your instructions, any delay in acting on your instructions, any inaccurate or untimely transmission of information, any data breach, leakage, unauthorised access, disclosure, loss, alteration, corruption or misuse of data, any use of information by any third-party communication channel, or any errors, omissions, damages or losses, which are attributable, wholly or in part, to any causes beyond our reasonable control including but not limited to any technical malfunction, platform failure, network failure, security incident or failure by any third party; and
 - ii. under no circumstances shall we be responsible for any direct, indirect, incidental, special, consequential, punitive or exemplary losses, or for loss or corruption of data, loss of revenue, loss of profits, loss of business, loss of opportunity, loss of goodwill, business interruption or reputational loss, whether in contract, tort, negligence, breach of statutory duty, under statute or otherwise arising from or in connection with the carrying out, not carrying out, delay in carrying out, or inability to carry out your instructions, or your use of or inability to use Instant Messenger.

(5) Third party agreements

- a. We are not responsible for the availability, functionality, reliability, security, accuracy, legality, appropriateness, suitability, performance or any other aspect of the content or functions of any third-party applications such as Facebook Messenger, WhatsApp, WeChat, your devices, your mobile network or any third party's products or services that may be incorporated or linkable through Instant Messenger.
- b. We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software, platform, account, network or other products or

services. If you have any questions or issues with a third-party product or service, please contact the appropriate third party in accordance with its procedures for customer support.

- c. HKSTP may suspend, change, replace or discontinue the use of any third-party communication channel at any time without notice.

(6) Termination

You acknowledge that we can suspend, restrict or terminate your use of Instant Messenger at any time without notice, including where we reasonably believe that you have breached these Terms of Use, where your use may expose HKSTP or any third party to legal, regulatory, security, operational, reputational or other risk, or where HKSTP otherwise considers suspension, restriction or termination appropriate.

(7) Indemnity

You agree to indemnify and hold harmless HKSTP, its affiliates, subsidiaries, officers, employees, agents, contractors and service providers from and against all claims, liabilities, losses, damages, costs and expenses, including legal costs on a full indemnity basis, arising out of or in connection with:

- a. your use or misuse of Instant Messenger;
- b. your breach of these Terms of Use;
- c. any information, instruction, document, file, personal data or material submitted by you;
- d. any unlawful, unauthorised, fraudulent, misleading, negligent or improper act or omission by you;
- e. your infringement of any third-party rights, including intellectual property rights, privacy rights or confidentiality obligations; or
- f. any claim made by a third party arising from your communication with HKSTP through Instant Messenger.

(8) No Waiver

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

(9) Severance

If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.

(10) Version

The English version of these terms of use shall prevail whenever there is a discrepancy between the English version and any translated versions.

(11) Governing Law

Use of Instant Messenger and these Terms of Use shall be governed by and interpreted in accordance with the laws of the Hong Kong SAR. In the case of any dispute, you agree to submit to the exclusive jurisdiction of the Hong Kong SAR courts.