

HONG KONG TOURISM BOARD

e-Procurement Platform Terms of Use

This document contains the terms and conditions which apply to your use of the Platform. Please read these terms before using the Platform. By browsing, assessing and using the Platform, you agree to be bound by these Terms of Use.

Interpretation

The terms used in these Terms of Use carry the following meanings:

"Closing Date"	the closing date and time specified by HKTB for Tenderers to submit Tender Submissions to HKTB in respect of a relevant Tender Invitation.
"General Terms and Conditions"	HKTB's General Terms and Conditions for Goods and Services that is available on the Platform from time to time.
"HKTB"	Hong Kong Tourism Board.
"Intellectual Property Rights"	all photos, images, text, graphics, logos, trademarks, tradenames button icons, design, patent, inventions, hyperlinks, audio, video, data and software, know-how, trade secrets, any legal interest or any similar rights recognized or protected as intellectual property under the laws of any jurisdictions, whether registered or not, and including all tangible representations and manifestations of such intellectual property rights.
"Loss"	loss and damage whether direct or indirect including any fines or penalties imposed, and any costs and expenses such as legal expenses and counsel's fees concerning arbitration, litigation, enforcement appeal on a full indemnity basis.
"Platform"	the HKTB's e-Procurement platform [https://www.discoverhongkong.com/eng/hktb/about/procurement.html] and where applicable include any references to the "System".
"Platform Content"	any information, material, correspondence in any format including but not limited to data files, text, computer software, logo trademarks, button icon, hyperlinks, images, graphics, photos, videos, sound, audio files, recordings directories or documents used, issued, published or made available by HKTB through the Platform.
"Privacy Policy"	HKTB's Privacy Policy that is available on the Platform from time to time.
"Registered Account"	an online account under the Platform provided by HKTB for use by a Registered Supplier.
"Registered Supplier"	a person, firm, company, organization, carrying on business of providing goods and/or services who has registered with HKTB and who has held a Registered Account.

"Supplier Code of Conduct"	HKTB's Supplier Code of Conduct that is available on the Platform from time to time.
"System"	the information system including software, hardware, data, interfaces, electronic platform and network which is used by HKTB to operate the Platform. All references to the "Platform" shall be deemed to include references to the "System".
"Tenderer"	a Registered Supplier that has submitted any Tender Submission(s).
"Tender Acceptance"	any written confirmation issued by HKTB to a Tenderer accepting the Tenderer's Tender Submission(s).
"Tender Addendum"	any written document issued by HKTB for the purposes of modifying, supplementing or amending any part of the Tender Invitation.
"Tender Invitation"	the request for quotation or the request for proposal, as the case maybe, that has been issued by HKTB to invite tender submissions from third parties for the provision of the goods and/or services.
"Tender Submission"	any documents submitted by a Tenderer in reply to and based on the Tender Invitation and any applicable Tender Addendum.
"Terms"	these Terms of Use of the Platform.
"user", "you" or "your"	the user of the Platform which includes employee, officer, director, representative or agent of any person, firm, company, organization, who accesses to or makes use of the Platform.
"User Content"	any information, material, correspondence in any format including but not limited to data files, text, computer software, logo trademarks, button icon, hyperlinks, images, graphics, photos, videos, sound, audio files, recordings directories or documents made available on or transmitted through the Platform by you, your employees, directors or agents.

1. Introduction

This Platform is set up for HKTB to post or transmit any notice, information or document in relation to any proposed procurement in electronic format for viewing and downloading by users. This Platform is also set up for the electronic submission and uploading of any submissions by Registered Suppliers through the use of the Platform and System.

2. Acceptance of these Terms

- 2.1 By browsing, accessing and using the Platform, you shall be deemed to have accepted and agreed to be bound by these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions. If you do not agree to accept all of these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions, please refrain from using the Platform.
- 2.2 Headings, sub-headings and the paragraphs of these Terms are for ease of reference only. They are not intended to be part of or to affect the meaning, interpretation, construction or enforceability of any of the terms and conditions contained in these Terms, and are

not intended and shall not affect the application of any of the provisions to the entirety of these Terms.

3. Update of Terms and Conditions

HKTB may update and amend these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions from time to time without notice. Any amended version of these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions shall be made available on the Platform. It is your responsibility to review these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions on a regular basis. By continuing to access and use the Platform you shall be deemed to have agreed to be bound by the latest version of these Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions.

4. Contents of the Platform

HKTB may from time to time without notice or any liability to you, update or amend any Platform Content, or modify, discontinue, suspend or terminate the Platform (in whole or any part thereof).

5. Application of Registered Account

- 5.1 You are required to follow and complete the application and registration procedures as stated in the Platform in order to apply for a Registered Account.
- 5.2 HKTB may from time to time without notice or any liability to you, update, amend or disable the application and registration process for a Registered Account on the Platform.
- 5.3 HKTB may, in its sole discretion, accept or decline any application to open a Registered Account and HKTB's decision shall be final.
- 5.4 HKTB may require you, at any time (whether before or after the registration of your Registered Account), to provide any other information as may be required by HKTB, or as required by applicable law or a competent government body, and you must comply with HKTB's request promptly and fully.

6. The Use of Registered Account

- 6.1 You agree that:
 - (i) you can only download any Platform Content or submit any Tender Submissions through the Platform when you are a Registered Supplier and when you have logged into your Registered Account;
 - (ii) you shall only use your Registered Account for tender-related purposes, including for the submission of any Tender Submissions; to download or view

any Platform Content; to provide or update any information, documents or details required by HKTB; for any purpose directed related to the foregoing but not further or otherwise;

- (iii) you shall only use your Registered Account in accordance with these Terms, Privacy Policy, Supplier Code of Conduct, General Terms and Conditions and any other terms and conditions issued by HKTB in relation to the Registered Account;
 - (iv) any information you provide or submit to HKTB in relation to or via your Registered Account (including any application for a Registered Account) shall be up to date, true, accurate, complete and correct;
 - (v) you shall notify HKTB promptly upon any changes to your details and/or any other information provided by you to HKTB in relation to the Registered Account;
 - (vi) you shall at all times keep your login details (including your login name, password, and token) of your Registered Account secure and confidential to prevent any unauthorized access, use or submissions through your Registered Account; and
 - (vii) you shall procure all of your employees, officers, directors, representatives or agents to comply with this clause.
- 6.2 You shall be solely and fully responsible for all activities that occur under your Registered Account, and HKTB shall not be responsible or liable to you or any third party for any Loss as a result of any unauthorized access to your Registered Account caused by your actions or omissions, including any actions of any person who uses your password and/or token and/or who submits any documents, or Tender Submissions through the use of your password or token or Registered Account, regardless of whether or not such persons are in fact authorized to do so.

7. Termination or Suspension of Your Registered Account

- 7.1 HKTB may at its sole discretion, with or without notice, suspend, terminate or impose any limitations on your Registered Account.
- 7.2 Upon termination or suspension of the Registered Account in accordance with Clause 7.1 above, you shall immediately cease using or accessing your Registered Account or any related services (as required by HKTB). Any termination, suspension or limitation to your right to use or access to (in whole or in part during such period or periods) your Registered Account or any related services, shall be without prejudice to any other rights or remedies available to HKTB against you for breach of these Terms.

8. Platform Content

- 8.1 You shall be solely and fully responsible for ensuring that you have the appropriate hardware, equipment and software that enables you to use the Platform and/or to view or download any or all of the Platform Content through the Platform.
- 8.2 During the transmission or downloading of any Platform Content through the Platform, the Platform may fail to operate, be interrupted, breakdown, contain virus, malfunction, fail to respond, be slow to process, create errors or any other defects or defaults. HKTB does not provide any guarantee, representation, undertaking or warranty to avoid, prevent or rectify such circumstances. In the event of any failure, interruption, breakdown, malfunction, failure to respond, slow processing, or existence of any errors or any other defects or defaults of or in connection with the Platform, you shall contact HKTB which may agree in its sole and absolute discretion to provide you with an alternative method or solution to obtain or view the Platform Content for the relevant intended procurement exercise, as the case may be. HKTB shall have the final decision in case of a dispute.
- 8.3 HKTB shall in no way be responsible or liable to you for any Loss incurred or suffered by you as a result of any delay, failure, interruption, breakdown, virus, malfunction, failure to respond, errors, defects or defaults in the transmission or downloading of any of the Platform Content otherwise pertaining to your use of the Platform.

9. Tender Submissions

- 9.1 The requirements for making Tender Submissions through the Platform are set out below:
 - (i) you must be a Registered Supplier and must log in your own Registered Account in order to submit or upload any Tender Submissions; and
 - (ii) unless HKTB otherwise agrees in writing, Tender Submissions other than through the Platform are not acceptable.
- 9.2 You represent and warrant that:
 - (i) you hold the full rights and title to all Tender Submissions submitted, transmitted or uploaded by you through the Platform, free of all encumbrances, liens and charges;
 - (ii) your Tender Submissions are accurate and complete and shall not infringe upon the rights (including Intellectual Property Rights) of any third party; and
 - (iii) your Tender Submissions have been internally approved and any digital signature used by you on the Tender Submissions is valid and enforceable against you.

- 9.3 HKTB may not consider your Tender Submissions if you are found to have breached these Terms. If you are in breach of these Terms (in particular clause 9.2 above), HKTB is not obligated to consider any Tender Submissions from you. Without prejudice to the generality of the foregoing, Tender Submissions shall not be considered by HKTB and HKTB shall not be liable for any failure to consider your Tender Submission in the following situations:
- (i) your Tender Submissions do not comply with any of the formatting requirements specified by HKTB;
 - (ii) your Tender Submissions are not made in compliance with the Terms, Privacy Policy, Supplier Code of Conduct and General Terms and Conditions;
 - (iii) your Tender Submissions are contaminated with a virus, or are otherwise corrupted, or not readable or printable into readable text but under no circumstance shall HKTB inform you of such happening or grant you the extension of time to re-submit the Tender Submissions; or
 - (iv) your Tender Submissions have not been completely transmitted through the Platform and received by HKTB by the relevant Closing Date.

You should ensure that your Tender Submissions are fully compliant with HKTB's terms and conditions contained in the relevant Tender Invitations and any applicable Tender Addendum. You should also ensure that the Tender Submissions complete their transmission through the Platform and are received by HKTB by the relevant Closing Date specified by HKTB.

- 9.4 Any Tender Submissions that are not fully and successfully transmitted to and received by HKTB by the relevant Closing Date for whatever reason shall be invalid. HKTB has no obligation to and shall not take into consideration any Tender Submissions that are not received by HKTB by the relevant specified Closing Date.
- 9.5 All notices or messages that appear on the Platform that display any date, time, time zone, or time remaining for any Tender Submissions to be filed, are for reference purposes only. Notwithstanding the foregoing, the transmission completion time of your Tender Submissions generated by the Platform / HKTB's System, shall be final and binding and shall be relied on by HKTB to determine whether or not your Tender Submissions was submitted by the relevant Closing Date.
- 9.6 You shall be solely and fully responsible for ensuring that you have accessed to the network and the appropriate hardware, equipment and software that enables you to access the Platform, your Registered Account and the System, and to upload and submit your Tender Submissions through the Platform. HKTB shall in no way be responsible or liable to you for any Loss incurred or suffered by you as a result of any delay, failure, interruption, breakdown, virus, malfunction, error, defect or default in the transmission or uploading of any Tender Submissions or any other User Content.

- 9.7 You hereby waive any and all rights you may have to challenge or take issue with the validity of or accuracy of any information contained in any Tender Submissions submitted by you through the Platform, or any contract that arises from such Tender Submissions and/or HKTB's acceptance of such, on the basis that the document is not physically signed by you or that the password or login names, as applicable, is used without your authorization.
- 9.8 You hereby waive any and all rights you may have to challenge or take issue with any information contained in any Tender Submissions submitted by you through the Platform. Your Tender Submissions, once submitted, will be used by HKTB for procurement purposes and will not be returned.

10. Tender Addendum and Other Amendments to the Tender Invitation

- 10.1 HKTB may at any time issue one or more Tender Addendum or any other amendments to the relevant Tender Invitations, prior to the relevant Closing Date. HKTB shall send an email to your Registered Account on the Platform once a Tender Addendum has been issued or any other amendments to the relevant Tender Invitations have been made. The date of sending such an email will be deemed to be the effective date of such Tender Addendum or any amendment to the relevant Tender Invitations, as applicable ("Amendment Date"). HKTB shall in no way be liable if you fail to receive any such email or if you are unaware of such email.
- 10.2 You shall be fully responsible for checking the Platform on a regular basis to ensure that you are kept up-to-date and aware of any Tender Addendum or other amendments to the relevant Tender Invitations. You shall be responsible for ensuring that your Tender Submissions fully comply with and take into account the Tender Addendum or any other amendments to the relevant Tender Invitations. HKTB shall in no way be liable for any failure by you to take into account any Tender Addendum or other amendments to the relevant Tender Invitations in your Tender Submissions.
- 10.3 In the event that HKTB issues any relevant Tender Addendum or any other amendments to the relevant Tender Documents as mentioned in Clause 10.1 above, you acknowledge and agree that all of your relevant Tender Submissions last submitted to HKTB through the Platform as at the Closing Date shall represent the full and entire offer made by you in response to the relevant Tender Invitations and any applicable Tender Addendum, regardless of whether you have made any amendments after the Amendment Date.

11. Query to Tender Invitations

- 11.1 HKTB will only accept a query raised by a Registered Supplier in relation to a Tender Invitation.
- 11.2 You represent and warrant that your query has been internally approved and is valid and enforceable against you as a Registered Supplier.

12. Result of the Tender

- 12.1 HKTB will notify you the result of the tender and any intended procurement (in part or in whole) via the Platform.
- 12.2 In the event that HKTB issues any Tender Acceptance to you in accordance with this clause, you acknowledge and agree that you are legally bound by the Tender Acceptance in accordance with its terms and are liable to perform your obligations as set out in the Tender Acceptance, the Tender Invitations and any applicable Tender Addendum and your Tender Submissions.

13. Submissions of Hard Copy Documents

In certain circumstances, HKTB may, in its sole discretion, allow or require you to submit your Tender Submissions (in whole or in part) in hard copy to HKTB as well as electronically through the Platform, either by stating such in the Tender Invitations or any applicable Tender Addendum on the Platform or informing you by HKTB in writing prior to the Closing Date. In the event that any of your Tender Submissions (in whole or in part) are submitted by you to HKTB in hard copy, as well as electronically through the Platform:

- (i) you represent, warrant and undertake that the hard copy version of your Tender Submissions shall be identical to the electronic version submitted by you through the Platform;
- (ii) In the event of any discrepancies between the electronic version and hard copy version of the Tender Submissions, you agree that the electronic version submitted through the Platform shall prevail;
- (iii) If HKTB has suffered Loss, as a result of any discrepancies between the hard copy version and electronic version of your Tender Submissions, you agree to indemnify HKTB for such Loss; and
- (iv) All hard copy of your Tender Submissions should be duly signed by an authorized person of the Tenderer to certify that its content is true, correct and identical to the electronic version submitted by you through the Platform.

14. General Obligations of Users

- 14.1 You agree that your access and use of the Platform, your Registered Account and any Platform Content is in compliance with (i) these Terms, (ii) Privacy Policy, (iii) Supplier Code of Conduct; (iv) General Terms and Conditions; and (v) any applicable law, regulations, codes, orders or generally accepted practices or guidelines in the relevant jurisdiction(s).

14.2 You agree that your access and use of the Platform and Platform Content will not contravene or infringe upon any of HKTB's rights or any third parties' rights (including Intellectual Property Rights).

14.3 HKTB has the right at any time, and without notice, to monitor and record your access to and use of the Platform, your Registered Account and Platform Content.

14.4 You agree:

- (i) not to engage in any activity that interferes with or disrupts the Platform or the System and not to take any action or allow any third party to take any action that would enable you, or any third party, to gain unauthorized access to, or to tamper with or use the System or any of HKTB's computer systems or networks;
- (ii) not to copy, reproduce, download, re-publish, sell, exploit or distribute any part of the Platform or Platform Content (subject to Clause 14.4(iii) below) unless you have obtain prior written consent from HKTB;
- (iii) to only use the Platform, your Registered Account or Platform Content, and may only download and copy the Platform Content, solely and exclusively as needed for the purposes;
- (iv) that you, and your employees, sub-contractors, agents, representatives or affiliates, shall not install, import or transmit (and shall take reasonable measures to prevent against the installation, importation or transmission of) any virus or similar malicious instructions, codes, techniques or devices capable of disrupting, disabling, damaging or shutting down the Platform or System (or any part thereof) or any other telecommunications or computer systems, networks or devices, or otherwise attempt to gain unauthorized access to the Platform, System or any other telecommunications, computer systems, networks or devices connected to the Platform;
- (v) that you are solely responsible for, and HKTB has no responsibility to you or to any third party for any breach of your obligations under these Terms, and for the consequences of any such breach;
- (vi) not to use the Platform, your Registered Account or any Platform Content to post, send, communicate, transmit, knowingly receive, upload or download any material that is (or engage in any behaviour that is or encourages any) harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene, unlawful, fraudulent, misleading, causing annoyance, or are intended to deceive, or are otherwise objectionable or unreasonable;
- (vii) not to use the Platform, your Registered Account or any Platform Content to post, communicate or transmit any advertisements or other unsolicited commercial communications, or engage in spamming;

- (viii) not to interfere with another persons' use and enjoyment of the Platform or Platform Content;
- (ix) not to commit fraud or otherwise impersonate any person or falsely state or misrepresent yourself as being or being affiliated with another person; and
- (x) that HKTb shall have the right at any time, without notice, to monitor and record your access to and use of the Platform, your Registered Account and Platform Content.

15. User Content

- 15.1 You agree that you are solely and fully responsible and liable for all User Content.
- 15.2 You represent and warrant that your User Content is accurate, current and complete and shall not infringe the rights of any third party (including Intellectual Property Rights).

16. Intellectual Property Rights

- 16.1 All Platform Contents are the property of HKTb or their content suppliers and are protected by intellectual property laws of Hong Kong as is the case for the compilation of Platform Contents on the Platform which is HKTb's exclusive property. You agree not to copy, reproduce, alter, modify, rent, lease, loan, sell, distribute or create derivative works, or to publicly display any Platform Content without the express written consent from HKTb.
- 16.2 If you have violated this clause and/or the intellectual property laws of Hong Kong, HKTb reserves the right to revoke the permission for you to use the Platform and to make Tender Submissions through the Platform in addition to exercising any rights available or reserved under the Hong Kong intellectual property laws. Further, you must also destroy the copies you have made out of the contents of the Platform immediately or deal with the same in accordance with HKTb's directions or instructions.

17. Third Party Websites

- 17.1 Hyperlinks to third party websites may be found on the Website, but it does not imply that HKTb acknowledges, approves or endorses these third party websites. HKTb does not manage/maintain and has no control over these third party websites. HKTb makes no guarantee or warranty, and will not verify, filter, approve, endorse or monitor the contents of any such external sites (or any products, goods or services promoted, referred to or offered on such external sites) and the accuracy of information provided by these third party websites.
- 17.2 HKTb does not endorse any links to third party websites on the Platform, or any advertising, products, goods, services or other materials on or available through such third party websites.

- 17.3 These hyperlinks are provided for your convenience. It is entirely at your own risk if you shall access these third party websites. HKTB (including any of its officers, employees or agents) will not be responsible or liable to any loss or damage (whether direct, indirect or consequential) as a result of you visiting these third party websites or the failure to manage and/or maintain these third party websites.

18. Warranties and Disclaimers

- 18.1 Platform Content is provided for your general reference only, and is not intended to amount to any advice on which you should rely. You should seek professional or specialist advice before taking or refraining from taking any action based on the Platform Content. You are responsible to ensure that your use of the Platform Content and/or Platform complies with all applicable laws.
- 18.2 Your use of the Platform, Platform Content and your Registered Account, and your participation in the application and registration process for a Registered Account, are at your sole risk and that such is provided “as is” and “as available”.
- 18.3 To the fullest extent permitted by the applicable laws, HKTB expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, completeness and accuracy.
- 18.4 Without prejudice to the generality of clause 18.3 above, HKTB makes no representations or warranties:
- (i) as to the accuracy, quality, completeness, contemporaneity, adequacy, reliability or validity of any information or material provided on or through the Platform, your Registered Account and/or during your registration and application process for a Registered Account, including, without limitation, the Platform Content;
 - (ii) that the Platform, Platform Content or Registered Account will meet your requirements, or are free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
 - (iii) that your use of the Platform, Platform Content or Registered Account, or the application and registration process for a Registered Account, will be uninterrupted, timely, secure or error-free; or
 - (iv) that defects in the operation or functionality of the Platform, Platform Content, your Registered Account or the application and registration process for a Registered Account, will be corrected.

- 18.5 Any materials, including Platform Content, downloaded or otherwise obtained through the use of the Platform or your Registered Account is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or other devices or loss of data that results from the downloading of any such material.

19. Exclusion of Liability

- 19.1 HKTB shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise for any Loss whatsoever, including loss of profit; loss of revenue; loss of time; loss of anticipated savings; loss of opportunity; loss or corruption of data; loss of use; loss of business; wasted expenditure; loss of or damage to physical property; business interruption; loss of or damage to goodwill; or cost of procuring substitute services, which may arise in relation to these Terms, the Platform Content, the Platform, User Content or your Registered Account whether or not HKTB were advised in advance of the possibility of such Loss.
- 19.2 Without prejudice to Clause 18, HKTB shall not be liable to you under any circumstances for any delay or failure or disruption in relation to the use of the Platform, your Registered Account or any related services, including the application and registration process for a Registered Account, or the Platform resulting directly or indirectly from anything beyond HKTB's reasonable control, including but not limited to Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, labour disputes, war, riots, civil disturbances, shortages of labour or materials, fires, flood, typhoons, earthquakes, explosions, acts of God, actions or orders issued by governmental or regulatory authorities or any courts or tribunal with applicable jurisdiction, or non-performance of third parties.
- 19.3 Without prejudice to Clause 18, HKTB shall not be liable to you for any Loss, whether in contract, tort (including negligence), equity or otherwise resulting from or in relation to:
- (i) your use, access or inability to use or access the Platform, Platform Content, User Content, your Registered Account or the application and registration process for a Registered Account;
 - (ii) any changes made by HKTB to the Platform, Platform Content, your Registered Account or the application and registration process for a Registered Account, or for any permanent or temporary cessation (in whole or in part) in the provision of the Platform, the Platform Content, your Registered Account or the application and registration process for a Registered Account;
 - (iii) any deletion of, corruption of or failure to store any Tender Submissions, User Content and other communications data maintained or transmitted by you through the use of the Platform or Registered Account or during the application and registration process for a Registered Account;

- (iv) your failure (or any of your employees, officers, members, owners, representatives or agents' failure) to keep any password, token or account details required to access your Registered Account or the Platform, confidential and secure;
 - (v) any third party materials accessed, viewed, downloaded, used, relied on or otherwise obtained by you in relation to or via the Platform, your Registered Account or during the application and registration process for a Registered Account, or the Platform Content;
 - (vi) any statements made by, or the conduct of, any third party on or through the Platform; or
 - (vii) violation of your Intellectual Property Rights by any third party.
- 19.4 Clauses 19.1, 19.2 and 19.3 shall apply irrespective of whether or not HKTB has been advised or should have been aware of the possibility of any such losses arising.
- 19.5 Except as required by the laws of Hong Kong, this clause shall take effect to the fullest extent. HKTB reserves the rights that are not expressly covered in these terms. Nothing in this clause, or Clause 18 above, shall exclude or restrict any warranty or liability: (a) for death or personal injury; (b) for fraud or fraudulent misrepresentation; or (c) that may not be lawfully excluded or limited by applicable law.

20. Indemnity

- 20.1 You shall indemnify and hold HKTB harmless from and against all Losses, claims, actions, proceedings, damages, costs and expenses which may arise, whether directly or indirectly, out of or in connection with:
- (i) any breach or non-compliance by you of any of these Terms, or applicable policies and terms and conditions;
 - (ii) your use of the Platform, Platform Content or your Registered Account;
 - (iii) the use of your User Content by HKTB or other third parties and any claim that User Content is in breach of any laws or infringes the rights of any third party (including Intellectual Property Rights);
 - (iv) the infringement or alleged infringement of any patents, designs, trademarks, tradenames, copyrights or other industrial or intellectual property rights of HKTB or any persons, corporations or organizations;
 - (v) the unauthorized use or misappropriation of any trade secret or confidential information of HKTB or any third party, by you, your employees, officers, members, owners, agents or affiliates or associated companies; or

- (vi) any breach of the Personal Data (Privacy) Ordinance (Cap. 486) of the laws of Hong Kong and/or any other applicable data protection laws by you.

20.2 You shall cooperate fully with HKTB in the defence of any claim made by any third parties. HKTB reserves the right to assume the exclusive defence and control of any matter or claim that is subject to indemnification by you in accordance with Clause 20.1 above. You hereby acknowledge that damages for improper use of the Platform or any Platform Content may be irreparable, and HKTB is entitled to seek equitable relief, including injunctions and preliminary injunctions, in addition to all other remedies.

21. Force Majeure

Under no circumstances shall HKTB be liable for any delay or failure or disruption in relation to the Platform, your Registered Account, and Platform Content or any related services resulting directly or indirectly from anything beyond HKTB's reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, labour disputes, war, riots, civil disturbances, shortages of labour or materials, fires, flood, typhoons, earthquakes, explosions, acts of God, actions or orders issued by governmental or regulatory authorities or any courts or tribunal with applicable jurisdiction, or non-performance of third parties.

22. Personal Data Privacy

22.1 HKTB commits to protect the privacy of your personal data collected through the Platform. HKTB's policy in relation to the collection of personal data is stated under the Privacy Policy and this Clause. If there is any inconsistencies between the terms of the Privacy Policy and this Clause, this Clause shall prevail.

22.2 HKTB will fully comply with the Personal Data (Privacy) Ordinance (Cap. 486) of the laws of Hong Kong and/or any other applicable data protection laws in respect of any personal data provided by you to HKTB.

22.3 HKTB may use your personal data collected through the Platform for the purposes set out below:

- (i) processing your application for a Registered Account;
- (ii) managing or administering your Registered Account;
- (iii) providing you with any services related to your Registered Account or the Platform;
- (iv) processing, assessing, evaluating or communicating with you with regard to any Tender Submissions submitted by you or any Tender Invitations and any applicable Tender Addendum;

- (v) any site visits or briefings organized by HKTB which your employees, officer, owners, members, representatives or agents may attend and, if necessary, application for permits for the above purposes;
- (vi) to communicate with you in respect of any Tender Invitation, Tender Addendum or Tender Acceptance;
- (vii) to communicate with you in respect of your Registered Account or the Platform and any related services;
- (viii) the procurement process contemplated under the Platform; and
- (ix) any purpose directly related to any of the above.

22.4 You have no obligations to provide HKTB with your personal data. However, if you refuse to provide HKTB with certain personal data, HKTB may not be able to process your registration for the Registered Account, Tender Submissions or provide you with our services or respond to you in relation to matters concerning the Platform. HKTB will not use or transfer your personal data for direct marketing purposes unless HKTB have obtained your consent for doing so.

23. Termination or Suspension of Access

23.1 HKTB may terminate your use of and access to any part of or all of the Platform, your Registered Account or any related services at any time, with immediate effect and without notice to you, for any reason whatsoever, including but not limited to the following situations:

- (i) you have breached these Terms;
- (ii) HKTB is unable to verify or authenticate any information provided by you;
- (iii) if HKTB believes that your actions or omissions may give rise to any liability against HKTB, or are otherwise objectionable, inappropriate or illegal.

23.2 Upon termination in accordance with Clause 23.1 above, you agree to immediately destroy all materials obtained from the Platform and any copies thereof. Termination of your right to use or access (in whole or in part) the Platform or any related services, shall be without prejudice to any other rights or remedies available to HKTB against you.

24. Service of Notices

Any notice required to be served hereunder shall be deemed to be sufficiently served:

- (i) for notice to be served on you, if addressed to you and (a) sent to you through the Platform or (b) to your Registered Account or (c) sent by prepaid registered post to or delivered at the said premises or your last known place of business or residence in Hong Kong; or
- (ii) for notice to be served on HKTB, if addressed to HKTB and (a) sent to HKTB through the Platform or (b) sent by prepaid registered post to or delivered at HKTB's last known place of business in Hong Kong.

25. Severability

If any of these Terms are found by any court or tribunal of competent jurisdiction to be void or unenforceable, those terms shall be deleted from these Terms and the rest of these Terms shall continue to be valid in full force and effect. Each clause and sub-clause herein shall be treated as a separate and independent provision, and the unenforceability of any one clause shall not impair the enforceability of any of the other sub-clauses herein.

26. Entire Agreement

These Terms contain the entire agreement between you and HKTB and replaces all previous written or oral representations and agreements relating to its content.

27. Waiver

HKTB's failure or delay to exercise any right or act upon any breach under these Terms shall not be a waiver of that right or breach. If HKTB intends to waive any of its rights or of a breach of these Terms, such waiver must be in writing and is limited to the particular right or breach stated therein. No waiver of any of these Terms by HKTB shall be deemed a further or continuing waiver of such term of any other term or condition.

28. Assignment

You may not transfer any of your rights or obligations under these Terms without the prior written consent of HKTB. HKTB may transfer its rights or obligations or both to any person or entity, including any of its affiliates, without your consent.

29. No Partnership or Agency

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and HKTB, constitute you as the agent of HKTB, or authorize you to make or enter into any commitments for or on behalf of HKTB.

30. Governing Law

These Terms are governed by the laws of Hong Kong. Any disputes arising out of and in relation to these Terms are subject to the exclusive jurisdiction of the courts of Hong Kong.

31. Translation

These Terms are written in English. If there are other language versions of these Terms and there are discrepancies between the versions, the English version shall prevail.

End of Document