Terms and Conditions of Use of DATA.GOV.HK

1. **DATA.GOV.HK** is an online web interface provided by the Office of the Government Chief Information Officer of the Government of the Hong Kong Special Administrative Region (the "Government") to the public for obtaining certain public sector information.

2. In these Terms and Conditions of Use of **DATA.GOV.HK** ("Terms of Use"), "**Data**" mean the data and all contents provided by the Government to the public on **DATA.GOV.HK**. For the avoidance of doubt, "Data" include all data, digital maps, text, graphics, drawings, diagrams, photographs, compilation of data and other materials of **DATA.GOV.HK**;

3. The Data are provided by the Government to you on an "AS IS" basis and for general reference only. The Data are not intended to be relied upon. No statement, representation or warranty of any kind (whether express or implied) is given by the Government in relation to the Data (including the accuracy, completeness, non-infringement, reliability, security, timeliness and appropriateness of the Data for use in any particular circumstances). The Government shall not be liable for any errors, omissions, misstatements or misrepresentations (express or implied), concerning any Data, and shall not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) howsoever arising from or in respect of any use or misuse of or reliance on the Data, or any inability to use the Data.

4. In consideration of the Government providing the Data on DATA.GOV.HK, by using DATA.GOV.HK, you accept unconditionally the Terms of Use. IF YOU DO NOT AGREE, DO NOT USE DATA.GOV.HK. The Terms of Use may be revised and/or amended from time to time by the Government without prior notice to any person. Please check the Terms of Use regularly for any revisions and/or amendments which may be made.

5. The Government does not warrant or represent that **DATA.GOV.HK** or any Data transmitted from the Government to you through **DATA.GOV.HK** are free of computer viruses. You are advised to perform virus scanning before using the Data. The Government shall not be liable for any loss, destruction or damage howsoever arising out of or in relation to any transmission from you to the Government or vice versa over the Internet.

6. The Government shall not be responsible for any loss or damage whatsoever arising out of or in connection with the Data. The Government reserves the right to revise, omit, edit or suspend the provision of the Data at any time in its absolute discretion without giving any reason or prior notice to any person (including you). Before acting upon the Data, you should:

- make your own assessment of the Data;
- verify the Data by making reference, for example, to the original source of publications and other relevant documentation; and
- obtain independent advice from relevant professionals.

7. The Government does not undertake to provide any updated version of the Data and reserves the right to suspend the provision of the Data at any time.

Use of Data on DATA.GOV.HK

8. You are allowed to browse, download, distribute, reproduce, hyperlink to, and print in their original format the Data for both commercial and non-commercial purposes on a free-of-charge basis on condition that:-

- you shall comply with the Terms of Use;
- you shall reproduce and distribute the Data accurately, fairly and sufficiently;
- you shall identify clearly the source of the Data and acknowledge the Government ownership of the intellectual property rights in the Data and in all copies thereof including but not limited to paper copies, digital copies and copies placed on other websites;
- you shall indemnify the Government against any allegations or claims of infringement of the rights of any person and all costs, losses, damages and liabilities incurred by the Government, which in any case arise directly or indirectly in relation to your use, reproduction and/or distribution of the Data;
- you shall display prominently with any Data that is distributed or reproduced by you the following Disclaimer:-

"Disclaimer

This website / product / service contains information that is copied or extracted from data made available by the Government of Hong Kong Special Administrative Region (the "Government") at <u>https://DATA.GOV.HK/</u> ("**DATA.GOV.HK**"). The provision of information copied or extracted from or a link to **DATA.GOV.HK** at this website or in relation to the product or service shall not constitute any form of co-operation or affiliation by the Government with any person in relation to this website, the product or the service or any contents herein. Nothing in this website, the product or the service shall give rise to any representation, warranty or implication that the Government agrees with, approves of, recommends or endorses any contents of this website or the service. The Government does not have any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) howsoever arising from or in respect of your use or misuse of or reliance on or inability to use any contents herein."

- sale of any Data by you is absolutely prohibited in all circumstances;
- you shall not in any circumstances acquire any intellectual property rights in the Data;
- you shall not, by making use of the Data, defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

- you shall not use the Data in any inappropriate, defamatory, obscene, or unlawful manner;
- you shall not use the Data in connection with other contents or materials that infringe the intellectual property rights or in any manner that may adversely affect any rights of any person; and
- you shall not make any change to or deletion of author attribution, trademark, legend, intellectual property rights notice or the Terms of Use. You shall also give proper attribution to the Government and **DATA.GOV.HK**.
- 9. In paragraph 8, "commercial purposes" includes without limitation the following:
 - an offer to supply goods, services, facilities, land or an interest in land;
 - an offer to provide a business opportunity or an investment opportunity;
 - an advertisement or promotion of goods, services, facilities, land or an interest in land;
 - an advertisement or promotion of a business opportunity or an investment opportunity;
 - an advertisement or promotion of a supplier, or a prospective supplier, of goods, services, facilities, land or an interest in land; and
 - an advertisement or promotion of a provider, or a prospective provider, of a business opportunity or an investment opportunity,

in the course of or in the furtherance of any business.

Linked Information and other Third-Party Websites

10. DATA.GOV.HK may provide or assist in providing links to third-party websites through the "Linked Information webpage" or other parts of the web interface. The links are produced solely as a convenience to users of DATA.GOV.HK. Provision of, or assistance in providing, any links at DATA.GOV.HK to any third-party website does not give rise to any statement, representation or warranty, express or implied, that the Government agrees with, approves, recommends or endorses the contents of any such third-party websites. The provision of any links to third-party websites shall not constitute any form of co-operation or affiliation with the Government of any such third parties or external websites. The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) howsoever arising from or in respect of your use or misuse of or reliance on, or inability to use such links to any third-party website or your use or reliance on the contents of any such third-party websites. You should refer to the terms and conditions of each such third-party website when using such website.

Privacy Policy

11. The Government may record visits to **DATA.GOV.HK** without collecting your personal data. Information relating to visits to **DATA.GOV.HK** are collected by the Government for the compilation of statistical reports and the diagnosis of problems with or concerning computer systems.

Intellectual Property Rights

12. Unless otherwise indicated, the Government is the owner of the intellectual property rights in all contents available on **DATA.GOV.HK**, including but not limited to all Data.

13. The Government reserves all rights that are not expressly granted in the Terms of Use. For the avoidance of doubt, the permission given in paragraph 8 above does not extend to any Data that are contributed by a third party as identified and acknowledged in **DATA.GOV.HK**. If you intend to reproduce, distribute or otherwise use any Data that are contributed by a third party, you shall obtain all necessary authorization or permission from such third party.

Governing Law

14. The Terms of Use shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). You also agree to submit to the jurisdiction of the Hong Kong Courts.

Language

15. The Terms of Use are translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version of the Terms of Use, the English version shall prevail.

Priority of Terms

16. In connection with the Data and **DATA.GOV.HK**, in the event and to the extent of any conflict between the Terms of Use and any terms or conditions applicable to the use of the website <u>http://www.gov.hk</u> ("GovHK"), the Terms of Use shall prevail over the latter.