



**HONG KONG SCIENCE AND
TECHNOLOGY
PARKS CORPORATION
SERVICE TERMS AND CONDITIONS**

OF

**BIOMEDICAL TECHNOLOGY SUPPORT
CENTRE**

Definitions

Applicable Laws	All laws (Including laws relating to anti-bribery and anti-corruption), statutes, regulations, decisions, rulings, sanctions, governmental and regulatory policies and / or mandatory codes of practices which may from time to time be in force anywhere in the world and relevant to any rights and / or obligations under and / or the performance of the Service.
BSC	Biomedical Technology Support Centre that is funded and owned by HKSTP
Client	A company or entity desirous of receiving the Services and which has been approved by HKSTP in writing and registered on the BSC Client list
Customer Services	The customer services representative of HKSTP from time to time
Confidential Information	Has the meaning given in clause 14
Data Protection	Means the processes adopted by the BSC for the collection and usage of Personal Data (as defined further below) of its customers (including the Client) in compliance with the relevant laws and regulations that are applicable to protection of Personal Data under the Laws of Hong Kong
Equipment	Means the equipment that are made available at the BSC by HKSTP, the use of which by any third party (including the Client) is subject to the payment of usage fees at such rates as are determined by HKSTP from time to time.
HKSP	Hong Kong Science Park, located at Shatin, New Territories, Hong Kong
HKSTP	Hong Kong Science and Technology Parks Corporation
Intellectual Properties Rights	Means patents, trademarks, service marks, trade name, design rights, copyright, domain names, database right, rights in know-how, new inventions, designs or processes and other intellectual property rights, whether now know or created in future (of whatever nature and whatever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.
Items	Any items used to provide the Services (including without limitation any Equipment, computers, servers, tools, software, Intellectual Properties, and/or facilities)
Pass	An access card (issued by BSC) for a User to access into different restricted areas in BSC. The access right is restricted to the Services to be provided to the User
Party or Parties	Shall mean, HKSTP or the Client in the context of the term "Party", and both the Client and HKSTP in the context of the term "Parties"
Personal Data	Means: (a) Any personal data (as defined in the Cap. 486 Personal Data (Privacy) Ordinance); (b) Any health data (as defined in the Cap. 625 Electronic Health Record Sharing System Ordinance); and (c) Any other data which relates to an individual who can be identified from that data.

Premises	Means primarily the BSC and any other premises belonging to either HKSP or HKSTP from which the Services (as defined further below) are provided
Quotation	Any written quotation for Services provided by HKSTP to the Client (including for the procurement of Products)
Services	Means the rental of the Equipment by the Client, the particulars of which are set out in Clause 1
Service Fees	Means the fees and charges that HKSTP shall charge the Client for the provision of the Services which may include the rate rental for the Client's use of the Equipment
User	An authorized employee of a Client whose booking is confirmed and authorized by HKSTP for use of the Services
URL	Uniform Resource Locator of a website address
Visitor Badge	A badge issued by HKSTP to a person entering the Premises

Terms and Conditions

1. Services

1.1 Subject to other terms and conditions contained herein, the Client wishes use the following facilities and services of HKSTP agrees:

Centre	Services	Remark/Purpose
Biomedical Technology Support Centre	The use of the BSC life science related analytical and supporting Equipment	To performing assays or procedures in support of experimental studies in the area of life sciences.

1.2 Only Clients are eligible for booking or using any of the above Services.

1.3 The Client acknowledges that the Premises and all of the Items are, and shall at all times remain, the property of HKSTP and that the Client has no proprietary or other interest in any of the same. The Client shall have no right to license, sub-license the use or distribution any of the Items.

1.4 The Client acknowledges and accepts that it may not always be possible for HKSTP to provide the Services without interruption or disruption or without any variances in performance from time to time, for whatever reason, given that the Service is not offered to the Client on an exclusive basis and that, as such, the Client hereby expressly declares and accepts that it shall not hold HKSTP liable or responsible in any manner whatsoever if any such interruption, disruption and / or variance in performance occurs.

2. Client Bookings

2.1 The Client shall contact the Customer Service to pre-book the date and time-slot that the Client wishes to use the Services at the following URL:

<http://www.hkstp.org>

2.2 HKSTP shall have the right to confirm or reject any booking at its discretion based on the usage schedule of the Premises and/or the Equipment from time to time. For the avoidance of doubt, the Client hereby expressly agrees and acknowledges that: (i) the use of the Service and any Equipment shall at all times be subject to and bound by these Terms and Conditions; (ii) THESE TERMS AND CONDITIONS, TOGETHER WITH ANY QUOTATION(S) PREPARED AND ACCEPTED BY HKSTP, SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS THAT APPEAR IN CLIENT'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN CLIENT'S ORDER.

2.3 Any confirmed booking of any Services is not transferable. Neither the Client nor its User(s) may at any time transfer (i) the Client's right to receive or use the Services under its confirmed booking nor (ii) any confirmed booking, to any other person or entity.

3. Premises Regulations

3.1 The Client shall apply for and obtain a valid Pass and a Visitor Badge for each of its Users at the Customer Services administration desk of the Premises on the first day of the booking period of the Services. The Client shall, and shall procure that its Users, keep all Passes and Visitor Badges confidential and not share or disclose them with/to any third parties.

3.2 Each User shall, and his/her respective Client shall procure each User to, wear the Visitor Badge at all times whenever the User is within or at the Premises.

3.3 Neither the Client nor its Users may access, or attempt to access, any Premises or part of the Premises that it has not been authorized to access under the scope of the Services. Each Client and its Users shall at all times comply with every direction given by HKSTP from time to time in respect of its/his/her access right in the Premises and/or its/his/her right to use or receive any Services in the Premises.

3.4 Whilst at or near any Premises the Client shall, and shall procure that its Users shall, comply with all HKSTP Premises regulations provided to it, such compliance to be from the date that such regulations were provided to the Client.

3.5 Neither the Client nor its Users may decode or tamper or attempt to decode or tamper with any Pass or the content thereof.

- 3.6 The User shall, and the Client shall procure its Users shall, clean up the Premises after use or following termination or expiry of the Services, whichever is the earlier, including any working space and Items (including their temporary disk storage). HKSTP shall not, under any circumstances, be liable for any loss of, or damage to, the Client's or User's data or content left in such working space.
- 3.7 Upon the final day of the term of the Services, the User shall, and the Client shall procure each of its Users to, return all Passes and Visitor Badges (which have been issued to them during the term of the Services) to Customer Services.
- 3.8 If any User of the Client loses his/her Pass, the Client shall report this to the HKSTP without delay. The Client acknowledges that the Passes and Visitor Badges are property of HKSTP and the Client shall, on demand by Customer Service, pay HKSTP the sum of HKD \$200 (for the loss of each Pass) and HKD \$100 (for the loss of each Visitor Badge) or such other fee as may be revised by HKSTP at that time, to cover the replacement cost of the lost Pass or Visitor Badge
- 3.9 The User shall, and the Client shall procure each of its Users to, backup its/his/her data to minimize the risk of the loss of data by accident. HKSTP shall not be held responsible for any loss of, or damage to, the Client's or User's data or content in any circumstance.
- 3.10 HKSTP may delete, wipe and destroy all temporary files, data, and printouts it may find on the Premises or the Items as soon as (a) the User returns the Pass, or (b) the Client ceases to have the right to access the Premises or Items on which such temporary files, data, and printouts are stored, whichever is earlier. HKSTP shall not be responsible for keeping or recovering any temporary file or any other data stored on the Premises, Items, BSC's workstations and/or server temporary directories. In no event shall HKSTP be held responsible for any loss of, or damage to, the Client's or User's temporary file or any other data stored on BSC's workstations and/or server temporary directories and/or the SAN in any circumstance.
- 3.11 HKSTP and its officers; servants and agents shall retain keys to the Premises and may exercise the right to use these keys and obtain free entry to the Premises at any time. The Client acknowledges and confirms that the Client does not have exclusive possession of the Premises and HKSTP shall always have the right to designate or redesignate alternative premises to the Client by giving seven (7) days prior written notice to the Client of its intention to do so.

4. Network Security

- 4.1 Neither the Client nor any of its Users may connect or mount any devices (whether electronic and/or electrical devices) to any workstation or network in the Premises via any media without the prior written authorization of HKSTP.

- 4.2 Neither Client nor its Users may upload or download any daemons, scripts, agents or application programs into the BSC network via any linking or internet access without the prior written authorization of HKSTP.
- 4.3 Subject to other terms and conditions herein, if the Client's office is located at the HKSP, the Client may be permitted by HKSTP to have limited use of the Optical Fibre Link at Client's own cost. HKSTP reserves the right, in its discretion to terminate, limit or expand the scope of use of the Optical Fibre Link by such Client from time to time.
- 4.4 The Client and its Users shall not use the network in the BSC to publish, distribute, transmit or circulate any unsolicited information, message or content (whether they are for advertising or promotional purpose or otherwise) or any content that is illegal, misleading, obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence.
- 4.5 The Client shall not, and shall ensure that its Users shall not, attempt to perform any improper activities or non-business related activities in the network after the setup of the link or access to the BSC. These improper activities include but are not limited to:
- (a) remote shutdown the daemons of the servers
 - (b) port scanning
 - (c) access to the restricted system
- 4.6 If the Client or any of its Users breach any of the sub-clauses in this clause 4, HKSTP may terminate the Client's or its User's right to access or use any or all of the Services or the Items immediately on notice and the Client shall settle all outstanding Service Fees that are due to HKSTP for the provision of the Services and shall indemnify HKSTP for any and all loss, damage and/or claims that HKSTP may incur or suffer as result of the Client and/or its Users being in breach of the provisions of this clause 4.
5. BSC House Rules
- 5.1 The Client shall ensure that each of its Users is duly qualified and has successfully completed the requisite training and possesses the relevant knowledge and job experience for the work to be performed at the BSC. The Client shall be solely responsible and liable to its User and to HKSTP for any and all loss and damage, including but not limited to personal injury, spillage, contamination or damage to equipment, caused by the use of BSC facilities by the Client and/or its User.
- 5.2 Neither the Client nor its Users are permitted to modify any Equipment, setup and/or system parameters of any Equipment in the BSC without prior approval from HKSTP.
- 5.3 For accessing BSC, Users are required to provide true, accurate, complete, up-to-date, and non-misleading information and content related to their research or project activity in BSC. The provision of information and/or declaration of research or project activity includes but not limited to the detailed information of use of equipment, gases, chemical

materials, biological materials, and radioactive materials. Users shall continuously and without delay declare to HKSTP in writing of any changes in the type and quantity of the declared or undeclared materials to be used at the BSC. The declaration is to be assessed by the BSC laboratory manager. Users are not permitted to access the BSC without HKSTP's prior approval of the aforesaid declaration. The Client shall procure and undertake that its Users shall strictly comply with the foregoing requirements.

- 5.4 The Client and its Users are jointly and severally responsible for ensuring that all procedures that it performs and conducts at the BSC are safe, carefully planned, and shall cause no nuisance or risks to other users. Client and Users have the duty to adopt the best practices in preventing the occurrence of leakage, discharge, spillage, emission, or release of dangerous goods and/or hazardous materials in the BSC. The Client agrees to indemnify HKSTP for any and all loss, damage and/or claims that HKSTP may incur or suffer as result of any contamination due to leakage, discharge, spillage, emission, or disposal of dangerous goods and/or hazardous substances caused by the Client and/or the Users.
- 5.5 The Client and its Users working at the BSC must follow strictly the Rules of Conduct posted at the BSC premises. If any misconduct is observed or reported, the Client and its Users shall immediately cease all and any procedures, operation and testing that it is performing at the BSC until further notice from HKSTP and any potentially harmful goods or materials must be removed by the Client and its Users immediately.
- 5.6 The Client and its Users are responsible for cleaning up all Equipment after use which includes the instruments, laboratory benches, glass wares, related facilities etc. The Client and its Users are also responsible for the disposal of any used or unused materials carried to BSC after use. Any waste materials and garbage must be disposed by the Client and its Users in accordance with local and/or applicable regulations to prevent any potential contamination.
- 5.7 Experimental vertebrates should not be brought to BSC and the Client and its Users are strictly prohibited from conducting any activities related to experimental vertebrates at the BSC.
- 5.8 The Client acknowledges and accepts that HKSTP may make video surveillance recordings of certain areas for security purposes and any recorded data will be processed in accordance with HKSTP's protection of personal data policy which can be found at this link: <https://www.hkstp.org/privacy-policy/>.
- 5.9 The Client further acknowledges and accepts that HSKTP may disclose information about the Client and its Users and guests as may be necessary to satisfy any applicable law, rule, regulation, legal process or government request..

6. Cancellation of the Services

- 6.1 Any Services booking application submitted by the Client to HKSTP is not cancelable or revocable by the Client without advance written notice and subsequent written consent of HKSTP. Any deposit paid by the Client for any cancelled Services is non-refundable and HKSTP shall have the right to retain any deposit paid by the Client except if HKSTP considers the reasons given by the Client for such a cancellation to be adequate. HKSTP may in its sole and absolute discretion, agree to apply any deposit paid for cancelled Services towards any subsequent bookings of the Client. If the deposit is insufficient to cover any sums that have already been incurred by HKSTP in relation to providing such cancelled Services then the Client shall promptly pay to HKSTP such additional amounts.
- 6.2 The Client shall provide written service cancellation notice not less than twelve (12) hours in advance of equipment reserved time slots. If the Client cancels any of its confirmed bookings without serving the required advance notice to HKSTP or does not use the Equipment during the booked time-slot, the Client shall pay HKSTP the full charges for the Equipment for the relevant time-slot.
- 6.3 If HKSTP is unable to provide the Client with the Client's booked Services during the booked time, then HKSTP may cancel the booking by giving written notice to the Client without incurring any sum being payable to the Client or its Users by way of any cancellation charge.
7. Termination of the Services
- 7.1 HKSTP may terminate the Client's and its Users' right to access or use any or all of the Services without any reason by giving the Client not less than twelve (12) hours prior notice.
- 7.2 Upon any expiration or termination (howsoever caused) of the Client's access or use of any or all of the Services, the Client and its Users shall comply with the exit procedures as notified by HKSTP and perform all other obligations as specified in other clauses herein. Such expiration or termination shall be without prejudice to the rights that may have accrued to HKSTP on the effective date of such expiration or termination.
- 7.3 Upon the expiry or termination of the Services howsoever arising, the Client shall forthwith return the Items and vacate the Premises to HKSTP and remove all of its and its Users possessions from the Premises and shall reinstate the same at its own expense to their original state and condition (save and except normal fair, wear and tear, and inherent and structural defects) and shall be disallowed to have further access to or use of the Items and the Premises. HKSTP shall be entitled to dispose of any of the Client's or its Users' data, property or possessions remaining on the Items, or in the Premises after such period in such manner as HKSTP deems fit, without any liability whatsoever to Client, and to recover the expenses of such disposal from the Client. Secured Archive and Store service may be available upon request (subject to charges).

7.4 If the Client and/or its Users do not comply with Clause 7.3 upon expiry or termination of the Services then without prejudice to any other rights and remedies of HKSTP hereunder or otherwise, HKSTP reserves the right to charge, and the Client shall pay on demand, a service or licence fee at the prevailing market rate for the Items and/or Premises (which shall be determined by HKSTP in its absolute discretion) for the period from the day following the effective date of expiry or termination of the Services up to the date when the Client and/or its Users comply with Clause 7.3

8. Service Fees & Payment

8.1 The Client acknowledges and accepts that HKSTP has the right to review and revise the Service Fees and other charges pertaining to the provision of the Services from time to time (notwithstanding any Quotation issued at any point in time by HKSTP) without giving any prior written notice to the Client and that HKSTP shall notify the Client of any such changes as soon as reasonably practicable.

8.2 Unless otherwise specified, only a Client on the credit list of HKSTP shall be given 30 days credit and HKSTP has full discretion as to which Clients are on the credit list. HKSTP shall bill the Client for each booked service (and any other service relating to the booked Services) and for ordered Products accordingly. The Client shall settle the full invoice amount to HKSTP within 30 days from the date of such invoice.

8.3 HKSTP has the final discretion as to the credit terms / payment methods offered to each Client. The billing / payment method shall be based on a separate written agreement between the Client and HKSTP and as may be detailed in any Quotation. Without prejudice to the foregoing, HKSTP shall have the right, in its discretion, to require upfront payment for any Products in full if the Client has on a previous occasion failed to make payment or has made a late payment, or if HKSTP otherwise has a reasonable basis to believe that the Client represents a credit risk.

8.4 All payments made by the Client to HKSTP shall be in accordance with the currency stated in the invoice without any deduction or set-off.

8.5 If the Client fails to pay any Service Fees by the relevant due date, all sums due will accrue interest at the highest rate interest rate permitted by law or 2 % per month, whichever is the lower. Such extended payment interest shall accrue on a daily basis from the date following the day on which payment is due to be made and is inclusive of day that such payment is received by HKSTP.

8.6 Without prejudice to clause 8.5 above, if the Client fails to pay any Service Fees or charges by their due date, HKSTP may (without incurring any liability) suspend or terminate all or any parts of the Services to the Client immediately on notice.

8.7 The Client shall be responsible for paying any taxes on the fees that may be payable from time to time and, in respect of all Products procured pursuant to these Terms and Conditions, shall be responsible for all applicable duties, imposts, levies, freight

charges, insurance and delivery costs applicable to such procurement. The Client has the sole responsibility in respect of the procurement of insurance on all Products, including but not limited to test samples, relating to the delivery thereof to the Client or any third party designated by the Client. In any event, HKSTP shall not have any liability whatsoever relating to any loss or damage to all Products, test samples, or any part(s) thereof due to or arising from the delivery thereof.

9. Force Majeure

If HKSTP's performance of this Agreement is prevented, restricted or interfered with by reason of system or network breakdown, fire, explosion, breakdown, strike, labour dispute, accident, lack of transportation, epidemic, cyclone, flood, earthquake, war, civil commotion, government action, power outage, acts of God, blockade or embargo or any other acts whatsoever beyond the control of HKSTP, then HKSTP shall be excused from such performance to the extent of such prevention, restriction or interference.

10. Warranties and Limitation of Liability

10.1 The Client hereby expressly acknowledges and accepts that HKSTP shall provide the Services (including the Equipment) on an "as is" basis and that, to the maximum extent permitted by law, HKSTP disclaims and excludes all conditions, warranties and representations whether express or implied as to: (a) title, fitness for a particular purpose, merchantability, availability, accuracy or standard of quality of the Services (or any of the Equipment), or HKSTP's Items, Premises, software, tools, Equipment or facilities; (b) the results or data that may be obtained from the use of the Services, Items, software, tools, Equipment or facilities; or (c) that the Services, Items, software, tools or Equipment will be uninterrupted, error free, virus free, reliable, secure or compatible with the Client's or its Users' software, tools or equipment.

10.2 To the maximum extent permitted by law, HKSTP disclaims all liabilities for any Equipment defect or failure, claims that are due to normal wear, misuse, abuse, modification, improper selection, non-compliance with any codes, or misappropriation.

10.3 To the maximum extent permitted by law, HKSTP disclaims any and all responsibility, risk, liability and damages arising out of death or personal injury resulting from assembly or operation of the Equipment.

10.4 To the maximum extent permitted by law, in no event will HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors, or contractors be liable to a Client or its Users or any other party for any consequential, special or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from (i) errors, mistakes, or inaccuracies of content, (ii) such persons access to, or use of, or inability to use the Services, Premises or Items, (iii) any unauthorized access to or use of the secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Services, or (v) any viruses, bugs, worms, Trojan horses,

malware, or the like, which may be transmitted to or through the Services by any third party, whether based on contract, tort, negligence or any other legal theory, and whether or not HKSTP knows of the possibility of such damage or loss.

10.5 This Clause 10 shall survive termination or expiry of the agreement period.

11. Repair Responsibility

11.1 The Client agrees that it shall not do anything which materially alters the look, condition or state of repair of the Premises.

11.2 The Client shall be responsible to meet the cost of repairing, reinstating or replacing any Premises, Item, tool, equipment or facility provided as part of the Services that (with the exception of fair wear and tear) is damaged, destroyed, stolen or removed during the Client's or its Users' use thereof.

12. Indemnities

12.1 The Client shall fully indemnify and hold HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors harmless against all actions, liabilities, costs, claims, losses, damage, proceedings, expenses (including without limitation, legal costs on an indemnity basis) suffered or incurred by HKSTP arising directly or indirectly in connection with (a) any breach or non-observance of any of these Terms and Conditions (including any breach of warranty), or (b) any negligent act or omission, or (c) any infringement of third parties' intellectual property rights or (d) any personal injury or death or property damage caused by the content provided, or (e) any violation of applicable laws or regulations, by the Client or any of its Users.

12.2 The Client acknowledges that any and all information the Client and/or its Users provided to HKSTP will be collected and may be used for the purposes of meeting any legal, governmental or regulatory requirements in Hong Kong or any other applicable jurisdiction, including disclosure or notification requirements. The Client shall indemnify and hold HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors harmless from and against any and all liabilities, damages, costs and expenses, including the legal fees incurred by HKSTP, its employees or agents, or its suppliers, licensors, licensees, vendors or contractors in responding to such legal, governmental or regulatory requirements.

12.3 This Clause 12 shall survive the expiry and / or termination of the agreement period

13. Change of Terms and Conditions

13.1 HKSTP reserves the right at any time to amend or supplement to any of (a) these Terms and Conditions; or (b) the published fees of the Services; or (c) its policies and procedures. Client should refer to the Terms and Conditions posted on HKSTP's website (URL address: <http://www.hkstp.org> for the latest and most up-to-date version.

14. Intellectual Property Rights and Confidential Information

- 14.1 Unless otherwise agreed in writing, the ownership of all Intellectual Properties Rights in any items, hardware, components, test methodology, program codes, user interface and other items developed by or for HKSTP belong to HKSTP, or belong to its vendors, suppliers or licensors, as the case may be. The Client hereby irrevocably and unconditionally waives, and the Client shall likewise procure each of its Users to likewise irrevocably and unconditionally waive, any right or claim that it may have (now or in the future) to any of the aforementioned Intellectual Properties Rights.
- 14.2 HKSTP would not guarantee that the laboratory equipment furnished in any laboratory will not infringe upon any valid patent, copyright or trademark or other property rights of a third party and that HKSTP will not defend any and all actions, suits or claims charging such infringement and will not indemnify and save harmless to its customers, both as to damages and costs (including legal fees and disbursements) in case of any such infringement or alleged infringement of third party property rights, covering and pertaining to the laboratory equipment furnished in connection with the Services. The term third party property rights includes, but is not limited to, patents, trademarks, copyrights, rights in data and trade secrets.
- 14.3 The Client shall not, and shall ensure that its Users shall not, disclose to any third party any confidential information of HKSTP or its other Clients or Users which is disclosed or otherwise made available, directly or indirectly, to them in connection with the Services or these Terms and Conditions, except where the disclosure is required by law or any governmental authority. For the purposes of this provision, confidential information means all technical information, business information, know-how and other commercially valuable information (whether in unrecorded or recorded form, and whether consisting of, or comprised in, documents, software, equipment or other materials) relating to the Services, the Premises, the Items or HKSTP.
- 14.4 In particular, each Party shall keep all discussions, communications and negotiations between the Parties in connection with this Agreement confidential throughout and after expiry or early termination of this Agreement. Each Party undertakes to use commercial reasonable efforts to initially resolve all differences with the other Party in relation to this Agreement in good faith through amicable consultation with the other Party directly and shall not make any derogatory or unpleasant remarks on or in relation to the other Party or this Agreement. Each Party shall take all reasonable measures where necessary to prevent the disclosure of information that would amount to reputational risk and/or defamation of the other Party.
- 14.5 Each Party shall procure and ensure that its officers, employees, agents, advisers, and contractors shall duly observe and comply with all the confidential obligations under this Clause and shall be fully responsible for any failure by any such officers, employees, agents, advisers or contractors to do so as if such failure is committed by such Party itself.

14.6 Either Party may terminate this Agreement immediately by serving notice to the other Party if there is any breach, non-observance or non-compliance of any of the provisions in this Clause by the other Party. Such breach, non-observance or non-compliance shall be conclusively deemed to be breach not capable of being remedied.

15. Tax Provisions

15.1 Unless otherwise stated in the specific Quotation, all fees are in Hong Kong dollars and all fees shall be exclusive of any applicable duties, value added tax, goods and services tax, business tax and similar taxes and levies.

15.2 The Client shall comply with all relevant tax laws and regulations in respect of the performance of its obligations under the Quotation and the agreement relating thereto. All taxes arising from or as a result of the Quotation and/or such agreement (save and except the business and/or profit tax chargeable by Hong Kong SAR Government upon HKSTP, if any) shall be borne by the Client,

15.3 If the Client is required by the laws of the People's Republic of China to withhold business tax or similar taxes or corporate profits tax, the Client shall inform HKSTP in advance and negotiate with HKSTP in good faith the fees after withholding tax. The Client shall bear all taxes other than or above the percentage of withholding tax included in the fees and produce to HKSTP official tax receipt after two months after due remittance. The Client shall apply for tax exemption, where available; and the Client shall produce to HKSTP official adjusted or exempted tax certificate accordingly. The Client shall hold HKSTP harmless from and against such taxes.

16. Miscellaneous

16.1 These Terms and Conditions are personal to the Client. The Client shall not assign, transfer, novate, sublicense or otherwise dispose of any of Services or the Items or any part thereof or its rights and obligations under these Terms and Conditions whether wholly or partially except with the prior written consent of HKSTP. HKSTP shall be permitted to assign, transfer, novate, sublicense or otherwise dispose of its rights and obligations, under these Terms and Conditions, or any part thereof to any third party on notice to the Client.

16.2 Nothing in these Terms and Conditions shall be deemed to constitute or create a partnership, landlord and tenant relationship, principal-agent relationship or employer-employee relationship between HKSTP and the Client or its Users.

16.3 No failure or delay by HKSTP to exercise any right, power or remedy under these Terms and Conditions shall operate as a waiver thereof nor shall any single or partial exercise by HKSTP of any right, power or remedy.

- 16.4 If any part of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain in full force apart from such part which shall be deemed invalid, unenforceable or illegal.
- 16.5 Clause headings are for ease of reference only and shall not affect their interpretation.
- 16.6 These Terms and Conditions shall be governed by the laws of Hong Kong SAR.
- 16.7 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions or the Services, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be a panel of three arbitrators. The language of the arbitration shall be English.
- 16.8 These Terms and Conditions, together with any Quotation, shall constitute the entire understanding between HKSTP and the Client and its Users in respect of the Services, supersedes all prior representations, writings, negotiations or understandings with respect hereto and, except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied other than as set out in these Terms and Conditions and the Quotation.
- 16.9 Severability. If a court finds any Terms and Conditions together with any Quotation to be invalid or unenforceable, such term of provision shall be ineffective only to the extent of such finding and such court's jurisdiction or affecting the validity or enforceability of any of the Terms and Conditions herein or of any Quotation in any other jurisdiction.