

Dangerous Goods Inventory Management System (DGIMS) - Terms of Use

BEFORE ACCESSING OR USING THE DANGEROUS GOODS INVENTORY MANAGEMENT SYSTEM (DGIMS), PLEASE READ THESE TERMS OF USE (the "TERMS") CAREFULLY. YOUR LOGIN, ACCESS, OR USE OF THE DGIMS CONSTITUTES YOUR UNCONDITIONAL ACCEPTANCE TO BE BOUND BY THESE TERMS. IF YOU ARE AN AGENT OR EMPLOYEE OF A COMPANY, YOU HEREBY REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY TO THESE TERMS.

1. Definitions

- **"DGIMS", "System"** means the web-based Dangerous Goods Inventory Management System and all its modules and features, as provided by HKSTP, from time to time.
- **"Client Data" and "Information"** means all data, information and records that is inputted into the DGIMS from time to time by you or on your behalf, as the case maybe.
- **"Dangerous Goods" or "DG"** refers to any of the substances, materials or articles that are listed in Parts 2 – 4 of Sch. 2 and Sch. 3 of Dangerous Goods (Application and Exemption) Regulation 2012 (Cap 295E) of the Laws of Hong Kong.
- **"HKSTP", "we", "our" or "us"** means Hong Kong Science and Technology Parks Corporation.
- **"Terms "** means these terms of use.
- **"Third Party Providers"** means any third-party suppliers and/or service providers of DG and/or the DGIMS itself.
- **"User", "you" or "your"** means the user of the DGIMS whether on behalf of the company/organization the user represents or in his/her personal capacity.

2. Changes to Website

We may, in our sole and absolute discretion and from time to time, without notice to you, amend any Information (which includes adding or removing any such Information) on the DGIMS, or alter the layout, flow, presentation, substance and/or any features or functionalities of the System.

3. Third Party Information

The Information may contain Information provided by Third Party Providers or sourced by HKSTP from other references or sources. The Information on DGIMS may not be regarded as any recommendation or endorsement by HKSTP for any purpose with respect to any person, product or service.

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HKSTP makes no representations or assurances as to the for the accuracy, completeness and/or validity (including, without limitation, whether any Information is up-to-date) and shall under no circumstances be responsible or liable to you or any other User in respect of all Information on the System the same. You acknowledge and accept that HKSTP does not separately verify any Information and that any use of and/or reliance on such Information is at your own risk.

4. Access and Accounts

4.1. Access to the System is granted at HKSTP's sole and absolute discretion. You are responsible for all activities under your account and must keep any credentials and/or passwords confidential.

4.2. HKSTP may suspend or terminate your access to the System at any time and with immediate effect, without notice or any liability whatsoever to you.

5. User's Conduct and Primary Responsibility

5.1. **Sole Responsibility for Compliance and Safety:** The DGIMS is an informational and management tool provided "**as is, where is**". **You are solely and absolutely responsible for:**

- (a) compliance with all laws regarding Dangerous Goods;
- (b) the accuracy, completeness and truthfulness of all Client Data;
- (c) all decisions and actions taken based on any Information on the DGIMS.

The DGIMS does not constitute advice, guarantee of compliance with any laws or regulations, or a substitute for your own evaluation or assessment of any matters pertaining to any Dangerous Goods.

5.2. You undertake to HKSTP that you will NOT input any false, fraudulent and/or misleading data into the System, or utilize the System for any unlawful purpose(s), or utilize the System in such manner as to cause damage or disruption to the System whether to you or to any other Users.

5.3. You must NOT: trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas of the System for which you have not been authorised by us and you will not use any Information on the System for any purpose, except as permitted under these Terms of Use.

6. Intellectual Property Rights

Users are strictly prohibited from copying, modifying and/or reverse engineering any aspect or element of the System. You hereby acknowledge and agree that your use of the System **does not** give rise to any basis upon which you will derive or obtain any intellectual property rights in or over the System or any aspects thereof and that should,

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for whatever reason, this is not the case, you hereby agree to assign to HKSTP all such intellectual property rights to HKSTP for the nominal consideration of HK\$1.00.

7. Data Privacy

The data privacy policy of HKSTP shall apply to these Terms, the full text of which can be found at this link: <https://www.hkstp.org/en/privacy-policy>.

8. Indemnity

You agree to indemnify and hold HKSTP and its Affiliates harmless from all claims, costs, and expenses (including legal fees) arising from your breach of these Terms, violation of law, or use of the DGIMS.

9. General

9.1. HKSTP may amend these Terms at any time. Continued use constitutes deemed acceptance of these Terms (as amended).

9.2. These Terms are governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China ("**HKSAR**"), with disputes submitted to the non-exclusive jurisdiction of the courts of the HKSAR.

9.3. In the event that a court of competent jurisdiction holds any of these Terms to be invalid, such holding shall have no effect on the remaining Terms which shall continue to be binding on all Users in full force and effect.