

**HK ASYLUM GUIDE
TERMS OF USE
OCTOBER 2020**

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1. Background

- 1.1 These terms of use ("**Terms**") apply to you ("**you**" or "**your**") and your use of this application provided by Justice Centre Hong Kong Limited ("**we**" or "**us**") for general information ("**App**") and any data, documents or information that is made available to you or by you to us or third parties via the App ("**Content**"). The App is provided (or made available) on these Terms and on the basis of, or relating to, a cloud-based "internet of things" platform.
- 1.2 You must comply with these Terms when using the App.
- 1.3 These Terms shall take effect from the date you first start using the App.

2. General

- 2.1 It is your responsibility to ensure that you comply with these Terms, all applicable law, rule, regulation, norm and directive applicable in connection with the use of the App ("**Laws**") and any acceptable use policy made available to you. By using the App, you acknowledge that you have read and understood and agree to these Terms.
- 2.2 We provide the App "as-is", without warranty or liability and we expressly disclaim all express or implied warranties, conditions and representations (whether express, implied in fact or by operation of law, or statutory) as to any matter whatsoever, including (without limitation) conditions of title, merchantability, quality, title, fitness for purpose, non-infringement, compatibility, security and accuracy of the App.
- 2.3 We do not warrant that the App will be uninterrupted, or will be free from virus, including computer virus, "Trojan horse", worm, logic bomb, back door or similar item whose purpose or possible function is to disable a computer or network or adversely affect its performance and any other thing or device which may impair or otherwise adversely affect the operation of any computer or network, prevent or hinder access to any program or data, impair the operation of any program or the reliability of any data (whether by re-arranging within the computer or any storage medium or device, altering or erasing, the program or data in whole or part or otherwise) ("**Virus**"). Further, we do not warrant that the App will be error-free, that all errors will be corrected or that the App will satisfy your requirements. Therefore, your use of the App is entirely at your risk.
- 2.4 Any statements, representations or comments we make in relation to the App do not, and shall not be deemed to, constitute legal advice.
- 2.5 Your use of the App shall not create or extend our duties beyond those imposed on us by applicable Laws.
- 2.6 Nothing in these Terms shall exclude or limit our liability for fraud, dishonesty or any other liability that cannot lawfully be excluded or limited.

3. Your Rights and Restrictions

- 3.1 For the duration of your use of the App and subject to compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, revocable (upon these Terms) licence and right (without the right to grant sublicenses) to use the App solely for informational and self-help purposes.
- 3.2 You shall:
 - (a) not make back-up copies of or create derivative works based upon the App or any software or technology included within or required for use with the App, or use, access,

reverse engineer, decompile, disassemble, copy or otherwise attempt to derive any source code of the App, except as permitted by Laws;

- (b) not licence, sub-licence, lease, assign, transfer, sell, re-sell, distribute, time share, rent or otherwise deal in or encumber the App, or use the App for the benefit of, or on behalf of, a third party;
- (c) not remove or alter any notices, markings or legends on, in or associated with the App or any Content;
- (d) not access or use the App or the Content for the purpose of developing or operating products or services intended to be offered to third parties for a fee;
- (e) not use the App or the Content in a way that: (i) violates or infringes any rights of a third party; (ii) violates any applicable Laws or (iii) effects or facilitates the storage or transmission of libellous, offensive, tortious or otherwise unlawful material including, but not limited to, material that is harassing, threatening or obscene; and
- (f) not interfere with or disrupt the integrity, operation or performance of the App or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store or run Viruses or other harmful computer code, files, scripts, agents, or other programs.

3.3 We may use technical measures embedded within or deployed in relation to the App to monitor your use of the App.

4. Change, Limitation, Discontinuation or Suspension of Access

4.1 We may change, limit, discontinue or suspend your access to and use of all or any portion of the App, including access to and use of any Content by you, or otherwise terminate these Terms without notice and at any time in our sole discretion. This includes, without limitation, the right to change, replace or delete any Content, without notice and at our sole discretion.

4.2 We have no obligation to notify you of any action under section 4.1.

5. Reliance

5.1 Unless otherwise agreed with you (or unless clearly marked otherwise), the Content is intended as "information only" and does not constitute legal advice and you agree that you will not rely on such Content.

5.2 You shall not be entitled to rely on the Content. We accept no responsibility, duty or liability to you or any other person in respect of the Content or for any use of any Content.

5.3 Where any Content reproduces or summarises any opinion of, or information derived from, a third party, we do not accept any responsibility, duty or liability in respect of such material in any way whatsoever.

5.4 Notwithstanding sections 5.1 to 5.3, any Content shall be subject to any disclaimers contained in the Content.

6. Security

You acknowledge that the Internet is not secure and therefore we accept no liability for any breach of the security of the App and/or the Content for any reason whatsoever outside of our control.

7. Intellectual Property and Third Party Software

7.1 We retain all intellectual property rights in the App and any know-how in relation thereto.

7.2 Your use of the App may result in (or require) your use of third party software, application program interfaces or other products ("**Third Party Software**"). Your use of the App is conditional upon your agreement to any additional terms applicable to that Third Party Software. By using the Third Party Software, you will be deemed to have agreed to those Third Party Software terms.

7.3 You acknowledge that we have no control over the Third Party Software and that all intellectual property rights in the Third Party Software are and will at all times remain property of the relevant publisher of such Third Party Software or that of its licensor(s).

7.4 If you provide any feedback about any of the App ("**Feedback**"), you agree that we may use or exploit that Feedback without obligation to you and you assign any intellectual property rights in that Feedback to us.

8. Cloud Hosting

If necessary in the course of using the App or Third Party Software, you acknowledge that the Content may be stored in public and/or private cloud hosting services that are used in connection with the App or Third Party Software.

9. Data Protection

If we process any personal data in connection with the App we will do so in compliance with all applicable Laws. Please see our privacy notice for more details (<https://www.justicecentre.org.hk/privacy-policy/>).

10. Variations and Notifications

10.1 We may at any time vary or amend these Terms.

10.2 If you continue to use the App after any changes to these Terms, you will be deemed to have accepted the changes on first use of the App.

10.3 Any notification required to be made to us under these Terms shall be notified to: info@justicecentre.org.hk.

11. Entire Agreement

These Terms constitute the entire agreement with respect to the App and supersedes all prior or contemporaneous agreements, understanding and discussions (if any). You agree that they have not been induced to enter into this agreement by any pre-contractual representations with respect to the App.

12. Severability

If any term of these Terms is found to be unenforceable, the remainder shall continue to apply.

13. Enforcement

Only you may enforce any of these Terms against us. No third party shall have any right to enforce these terms.

14. Disputes, Governing Law and Jurisdiction

14.1 Any claim or dispute by a party in relation to these Terms (a "**Claim**") shall be notified to the other party in writing. You and we shall first attempt to resolve the Claim amicably by negotiation. If any such Claim is not resolved amicably by negotiation within 30 days from receipt of such written notice of the Claim, the party against whom the Claim is made may elect (by notifying the other party in writing) that the Claim be determined by the courts of Hong Kong, which shall have exclusive jurisdiction over the Claim; and

14.2 These Terms and any non-contractual obligations arising out of or in connection with these Terms, shall be governed by, and interpreted in accordance with, Hong Kong law.