

## TERMS OF USE

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### 1. Acceptance of Terms

The services that The Hong Kong Institution of Engineers (the HKIE) provides to User is subject to the following Terms of Use ("TOU"). The HKIE reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of the Websites of the HKIE (Websites), including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in Websites, sets forth the terms and conditions that apply to use of Websites by User. By using the Websites (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use Website is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. The HKIE shall have the right at any time to change or discontinue any aspect or feature of Website, including, but not limited to, content, hours of availability, and equipment needed for access or use.

### 2. Changed Terms

The HKIE shall have the right at any time to change or modify the terms and conditions applicable to User's use of Websites, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Websites, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of Websites by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

### 3. Description of Services

Through its Web property, the HKIE provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

### 4. Equipment

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of Websites and all charges related thereto.

### 5. User Conduct

- A. User shall use Websites for lawful purposes only. User shall not post or transmit through Websites any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without the HKIE's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in the HKIE's discretion restricts or inhibits any other User from using or enjoying Websites will not be permitted. User shall not use Websites to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the HKIE.
- B. The foregoing provisions of Section 5 are for the benefit of, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## 6. Use of Services

The Services may contain email services, bulletin board services, chat areas, news groups, forums, photo albums, and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.

Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.

Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including email addresses.

Violate any applicable laws or regulations.

Create a false identity for the purpose of misleading others.

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The HKIE has no obligation to monitor the Communication Services. However, the HKIE reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. The HKIE reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. The HKIE reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the HKIE's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. The HKIE does not control or endorse the content, messages or information found in any Communication Services and, therefore, the HKIE specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized the HKIE spokespersons, and their views do not necessarily reflect those of the HKIE.

## 7. Member Account, Password, and Security

User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify the HKIE immediately of any unauthorized use of User's account or any other breach of security. the HKIE will not

be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by the HKIE or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

## **8. Notice Specific to Documents Available on this Website**

Permission to use Documents (such as Constitution, Disciplinary Regulation, Rules of Conduct, manuals meeting minutes etc.) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. The HKIE AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

## **9. Notices Regarding Software, Documents and Services Available on this Site**

IN NO EVENT SHALL the HKIE AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

## **10. Materials Provided to the HKIE or Posted at any of its Websites**

The HKIE does not claim ownership of the materials User provide to the HKIE (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") User's Submission User is granting the HKIE, its affiliated companies and necessary sublicensees permission to use User's Submission in connection with the operation of their Internet businesses (including, without limitation, all the HKIE Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Submission; to publish User's name in connection with User's Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of User's Submission, as provided herein. the HKIE is under no obligation to post or use any Submission User may provide and the HKIE may remove any Submission at any time in its sole discretion. By Posting a Submission User warrants and represents to own or otherwise control all of the rights to User's Submission as described in these Terms of Use including, without limitation, all the rights necessary for User to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), User warrant and represent that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User have the rights necessary to grant the licenses and sublicenses described in these

Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, User is granting (a) to all members of User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time User completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

## **11. Links to Third Party Sites**

THE LINKS IN THIS AREA WILL LET YOU LEAVE the HKIE'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF THE HKIE AND THE HKIE IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. THE HKIE IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. THE HKIE IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY THE HKIE OF THE SITE.

The HKIE is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, the HKIE has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, Users or any other user of Websites, are those of the respective author(s) or distributor(s) and not of the HKIE. Neither the HKIE nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through Websites represents the opinions and judgments of the respective information provider, User, or other user not under contract with the HKIE. The HKIE neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Websites by anyone other than authorized the HKIE employee spokespersons while acting in their official capacities. Under no circumstances will the HKIE be liable for any loss or damage caused by a User's reliance on information obtained through Websites. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the HKIE. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

## **12. Unsolicited Idea Submission Policy**

THE HKIE OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN THE HKIE'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO THE HKIE. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO the HKIE OR ANYONE AT THE HKIE. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT THE HKIE MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

## **13. Monitoring**

The HKIE shall have the right, but not the obligation, to monitor the content of Websites, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by the HKIE and to satisfy any law, regulation or authorized government request. the HKIE shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Websites. Without limiting the foregoing, the HKIE shall have the right to remove any material that the HKIE, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### **14. Indemnification**

User agrees to defend, indemnify and hold harmless the HKIE, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the HKIE by User or User's Account.

#### **15. Termination**

Either the HKIE or User may terminate this Agreement at any time. Without limiting the foregoing, the HKIE shall have the right to immediately terminate User's Account in the event of any conduct by User which the HKIE, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

#### **16. Miscellaneous**

This Agreement and any operating rules for Websites established by the HKIE constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Hong Kong SAR, China, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Any rights not expressly granted herein are reserved.