

# Website Use and Access Agreement

READ CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE

This website is owned and operated by Hong Kong Extended Reality Association (HKXRA). Please read this Agreement carefully before using the Website. Access to the Website is subject to the terms and conditions set out below. Your use of the Website signifies your acceptance of this Agreement. If you do not agree to comply with this Agreement, please do not use the Website.

## 1. Trademarks and Copyrights

Unless otherwise indicated, we, Hong Kong Extended Reality Association (HKXRA), either own the intellectual property rights in the text, images, audio/video clips, and other content that is made available to you on this Website (the "Materials"), or have obtained the permission of the owner of the intellectual property to use the Materials on the Website.

We grant you a limited licence to display on your computer, print, download, and use the Materials provided that: you agree that we are not liable for any liability you incur as a result of using this limited licence; you do not modify any Materials; you include with and display on each copy the associated copyright notice and this limited licence. No other use is permitted without our express written permission. Nothing in this notice confers any right to any other content provided on the Website.

## 2. Disclaimer

Materials provided on the Website are provided "as is" without warranty of any kind, either expressed or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement. We specifically do not make any warranty or representation as to the accuracy or completeness of any Materials. We periodically add, delete, change, improve, or update the Materials without notice. Under no circumstances shall we be liable for any loss, damage, liability or expense incurred or suffered which is claimed to have resulted from the use of the Website including, without limitation, any fault, error, omission, interruption or delay with respect to it. Use of the Website is at your sole risk. Under no circumstances including, but not limited to, negligence, shall we or our staff be liable for any direct, indirect, incidental, special or consequential damages, even if we have been advised of the possibility of such damages.

You specifically acknowledge and agree that we are not liable for any conduct of any user of the Website.

As a condition of use of the Website, you agree to indemnify us from and against any and all actions, claims, losses, damages, liabilities and expenses arising out of your use of this Website, including, without limitation, any claims alleging facts that if true would constitute a breach by you of this Agreement. If you are dissatisfied with any material on the Website then please contact us in order that we can try (if possible) to address your concerns. However, the terms of this Agreement are not in any way negotiable. Your sole and ultimate remedy in the event you do not accept the terms of this Agreement or else have any concerns regarding the material on this Website is to discontinue using the Website.

Some of the links on the Website may lead to resources outside of the Website. The linked sites are not under our control and we have not reviewed or investigated in any way the information at such linked sites. We make no representation or warranty as to the contents of any linked site or any link contained in a linked site. We provide these links only as a convenience, and the inclusion of any link does not imply endorsement, representation or warranty by us.

The Website may contain advertisements by third parties. Unless otherwise specifically stated on the Website, we do not endorse or make any representation regarding the liability, quality or accuracy of any products or services featured in, or linked to any advertisement that appears on the Website.

You should not assume that the Materials are complete or up-to-date. We are not obliged to periodically or otherwise update the Materials, however regular reviews of the Materials for content and relevance will be conducted. Communications made through the electronic mail and/or messaging capabilities of the Website shall in no way be deemed to constitute legal notice to or from us or any of our employees or representatives.

### **3. Cookies**

We currently use "cookies" on the Website which are provided by a third party company on our behalf. The cookies tag each visitor's browser with a random, unique number. The cookie simply assigns a number and does not collect or disclose any personal information about the person using the browser. By noting where these uniquely numbered browsers on the website we are able, with the assistance of the third party company that helps us to analyse this information, to study traffic patterns and improve the Website.

### **4. Children**

For Children at or below the age of 13, they should not use this site for whatever purpose without the prior consent of their parent or guardian. Persons above the age of 13 are eligible to use this site unsupervised, though parental or guardians prior consent must be obtained by those at or below 18 years old upon making applications for HKXRA.

### **5. Amendments**

We may revise this Agreement and/or introduce additional terms and conditions at any time and from time to time. We reserve our exclusive right in our sole discretion to alter, limit or discontinue the Website or any of the Materials in any respect.

### **6. No Waiver**

No act, delay or omission by us shall affect our right, powers and remedies under this Agreement or any further or other exercise of such rights, powers or remedies. The rights and remedies under this Agreement are cumulative and not exclusive of the rights and remedies provided by law.

### **7. Severance**

If any provision of this Agreement is not or ceases to be legally binding and enforceable it will not affect the legality, binding effect or enforceability of any other provision. Access to the Website We reserve the right to deny in our sole discretion any user access to the Website or any portion of it without notice.

### **8. Personal Data**

We encourage our website visitors to freely explore the website largely without having to reveal any personal data. On occasion however, it may be necessary for us to gather some information on you for a specific purpose. In the event personal data is collected from you it will be treated in accordance with our Privacy Policy Statement and Personal Information Collection Statement. Applicable Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong SAR.

Enquiries

For any enquiries, please email to:-

Secretariat  
Hong Kong Extended Reality Association  
email: [info@hkxra.org](mailto:info@hkxra.org)

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