



## Mighty Oaks Foundation

### Terms & Conditions (Website)

This website is owned and operated by Mighty Oaks Foundation Limited (“Mighty Oaks” or “we”). By using this website, you confirm that you accept and agree to abide by these terms of use, including the Privacy Policy.

#### OPERATION OF THE WEBSITE

Mighty Oaks may update this website from time to time, and may change the content at any time. However, please note that any of the content on this website may be out of date at any given time, and we are under no obligation to update it.

Although Mighty Oaks intends to take reasonable steps to prevent the introduction of destructive materials (such as viruses), Mighty Oaks does not guarantee or warrant that any content displayed on this website does not contain destructive features. Any use or browsing of this website is at your own discretion and risk. Mighty Oaks does not assume any liability for direct or indirect damage caused by such destructive features.

No warranty is given that this website can be used without interruption although reasonable effort will be made to maintain this website and rectify problems that may cause possible delay, errors, loss of transmitted information, interruption and temporary unavailability.

#### ACCESS TO THE WEBSITE

Mighty Oaks may suspend, withdraw, discontinue or change all or any part of this website without notice. We will not be liable to you if for any reason this website is unavailable at any time or for any period.





## PROHIBITED USE

You may use this website only for lawful purposes. You may not use this website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the “Content Standards” set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of this website in contravention of these terms of use;
- Not to access without authority, interfere with, damage or disrupt:
  - any part of this website;
  - any equipment or network on which this website is stored;
  - any software used in the provision of this website; or
  - any equipment or network or software owned or used by any third party.



## CONTENT STANDARDS

These content standards apply to any and all material (e.g. comments) which you post or upload on this website.

You must not post or upload any materials onto this website that:

- are obscene, profane, disrespectful, discriminatory, defamatory or hateful in nature;
- are harassing or threatening to any individual or organization;
- constitutes repetitive solicitations or advertisements;
- encourage illegal activities;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- are confidential or compromise personal security and privacy of any other person; and
- infringe the intellectual property rights of any other person.

## USER GENERATED CONTENT

Whenever you make use of a feature that allows you to upload content to this website, you must comply with the “Content Standards” set out above.

You warrant that any such content does comply with those standards, and you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.



Any content you upload to this website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you agree that we may use, store and copy that content and distribute and make it available to third parties.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of this website.

We have the right to remove any post you make on this website if, in our opinion, your post does not comply with the “Content Standards” set out in above.

The views expressed by other users on this website do not represent our views or values.

### **COPYRIGHT NOTICE**

Unless otherwise indicated, Mighty Oaks is the owner of the copyright in all content on this website, including but not limited to all text, graphics, drawings, diagrams, photographs, graphic design, audio and video and compilation of data or other materials.

Except for the logo of Mighty Oaks (see the section on "Use of Logos", below), any material on this website where the content is owned by Mighty Oaks can be freely browsed, displayed, downloaded, printed, re-disseminated or reproduced in their original format if solely for personal, non-commercial purposes. Any use other than for personal purposes requires the prior written consent of Mighty Oaks. If such permission is granted, proper attribution to Mighty Oaks should be given. Mighty Oaks reserves all rights that are not expressly granted in these terms of use. This permission does not extend to any materials on linked websites or any content on this website where the copyright belongs to a third party. Proper authorization or permission to use such content is required to be obtained from the copyright owners concerned.



## **USE OF LOGOS**

The logo of Mighty Oaks must not be downloaded, copied, transmitted, published reproduced or used for any purpose without the prior written consent of Mighty Oaks.

## **DISCLAIMER AND LIMITATION OF LIABILITIES**

The information provided by Mighty Oaks on this website is for general and indicative purposes only. Whilst Mighty Oaks endeavors to offer the most current, correct and clearly expressed information on this website, no guarantee is provided in this regard. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to this website or any information on it, whether express or implied.

To respect the privacy of our beneficiaries, the photographs and names used on this website are not necessarily those of the actual beneficiaries concerned.

Mighty Oaks will NOT be liable for any errors, omissions, misstatements or misrepresentations (whether express or implied) relating to any such information. Mighty Oaks will not accept any responsibility whatsoever for any loss, damage or injury (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use of this website or the information provided on this website.

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

## **THIRD PARTY LINKS**

To facilitate access by users to information provided by or via other parties, this website may provide or assist in providing links to external websites. Certain information on the website is provided by external parties and does not represent the views of Mighty Oaks. Mighty Oaks has



no control over and is not responsible for the content of such information or any information on external websites linked to this website.

## **USE OF SOCIAL MEDIA**

We communicate with our supporters and other groups or organizations who share an interest in the causes we support on various social media platforms. Since these platforms are open mediums, we cannot control or monitor comments posted on these platforms. Accordingly, Mighty Oaks encourages all users to respect the rights of others so that everyone can enjoy sharing their views on these social media platforms.

Only comments made by Mighty Oaks on these social media platforms represent the views of Mighty Oaks. We value all comments from supporters but reserve the right to remove any comments posted on our social media accounts that are in breach of the “Content Standards” above. Without prejudice to the foregoing, Mighty Oaks is also obliged to comply with applicable laws, including but not limited to The Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region and the Personal Data (Privacy) Ordinance (Cap. 486). You acknowledge that Mighty Oaks may be required to remove content which violates such applicable laws.

## **GENERAL**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take note of any changes made, as they are binding on you.

These terms of use have been prepared in English and Chinese. If any conflict arises between the English and the Chinese versions, the English version will prevail. These Terms & Conditions are governed by Hong Kong law and the Hong Kong courts will have exclusive jurisdiction over any claim arising from, or in connection with this website.