

TERMS OF USE

WELCOME TO MTRconnects. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY AS THEY APPLY TO YOUR USE OF THIS WEBSITE. BY ACCESSING THIS WEBSITE AND ANY OF ITS PAGES, YOU ARE AGREEING TO THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO ACCESS THIS WEBSITE AND USE ANY PART OF IT.

1. DEFINITIONS

The following words have the following meanings in these Terms of Use:

"affiliates"

in respect of any company, any holding company of such company, all subsidiaries of such holding company and all companies or bodies corporate in respect of which any such holding company or the company holds an interest equal to or greater than 20% of the voting or capital rights in that company or other body corporate;

"Applicable Laws"

has the meaning ascribed to it in paragraph 14;

"Content"

all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials displayed on or available through this Website;

"Feedback"

has the meaning ascribed to it in paragraph 11;

"Hong Kong"

the Hong Kong Special Administrative Region of the People's Republic of China;

"MTRconnects"

the Website operated by MTR Corporation subject to the MTRconnects Rules, which provides news, notices and communications of MTR Corporation and its subsidiaries and affiliates as well as other souvenirs and rewards to its users;

"MTRconnects Rules"

rules, procedures, guidelines, notes, etc. issued by us in relation to this Website as amended from time to time;

"Linked Site(s)"

has the meaning ascribed to it in paragraph 9;

"Password"

the sequence of computer readable characters in order to access and use your user's Account on MTRconnects on this Website;

"Terms of Use"

these terms of use as amended from time to time and posted on this Website;

"user"

any person who accesses this Website;

"Username"

the sequence of computer readable characters in order to log on to MTRconnects on this Website;

"MTR Corporation", "we", "our", "us"

MTR Corporation Limited a corporation established pursuant to the former Companies Ordinance Cap. 32 having its principal office at MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong;

"MTR"

the group consisting of MTR Corporation, and its subsidiaries and affiliates

"Website"

This Website of MTRconnects located at URL [<https://www.mtrconnects.com>]; and

"you, your"

users of this Website.

2. ACCOUNT AND LOGIN

To access the MTRconnects on this Website, you must be an employee of MTR Corporation, its subsidiary or affiliate. You shall complete the login and/or registration process by providing us with current, complete and accurate information as required.

You should read these Terms of Use and the MTRconnects Rules (if any) as you will be bound by them and to the extent of any inconsistency the MTRconnects Rules shall prevail.

You also agree to maintain and promptly update the said required information to keep it current, complete and accurate. The information you provide to us on the login page will be dealt with in accordance with our [Personal Information Collection Statement](#).

We may at times undertake checks to ensure the accuracy of the information you have provided to us including your contact information. We reserve the right not to accept your registration or log-in for any reason in our sole discretion.

You agree that we are under no obligation to send you any email alert. We are at liberty to terminate your access to the Website if you are no longer eligible or for any reason whatsoever. We will not be liable or responsible in any way should you have no access to the Website or fail to receive the email alert for any reason.

3. DATA PRIVACY

For information about our privacy policies and practices, please refer to our [Privacy Policy Statement](#) and [Personal Information Collection Statement\(s\)](#). Where personal data is collected in connection with a specific service or programme offered on this Website, you should also refer to the relevant Privacy Policy Statement and Personal Information Collection Statement linked to the form through which your personal data is collected.

4. COMPLETE TERMS OF USE

These Terms of Use, our Personal Information Collection Statement, and the applicable MTRconnects Rules, which are hereby incorporated herein by this reference, represent the complete agreement between you and us concerning your use of this Website.

5. COVENANTS

You agree to use this Website for purposes in relation to your employment with MTR only and you are solely responsible for all Content whether posted or transmitted by you on or through this Website.

As a condition of your use of this Website, you agree that you will not use this Website for any purpose that is unlawful or prohibited by any applicable laws or the terms, conditions, and notices contained herein. Without limiting the generality of the foregoing, you further agree not to:

- a. 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 for which you have not been authorised by us;
- b. post or transmit any unlawful, fraudulent, libellous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable Content of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law, infringe any intellectual property rights, proprietary rights or confidentiality obligations of others;
- c. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
- d. post, publish, transmit, reproduce, distribute or in any way exploit any Content obtained through this Website for commercial purposes unless with our separate consent in writing;
- e. upload, post, publish, transmit, reproduce, or distribute in any way, any component of this Website itself or any Content obtained through this Website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission;
- f. directly or indirectly, allow others to use your Username or Password;
- g. transmit, post or upload any Content that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment through this Website;
- h. transmit, post or upload any Content protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents;
- i. interfere with or disrupt networks connected to this Website or violate the regulations, policies or procedures of such networks;

- j. attempt to gain unauthorised access to this Website, other user's Accounts or Passwords, computer systems or networks connected to this Website, through password mining or any other means;
- k. interfere with another user's use and enjoyment of this Website, the MTRconnects or another individual's or entity's use and enjoyment of similar services;
- l. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of this Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- m. "stalk" or otherwise harass another user; or
- n. collect or store personal data about other users.

We reserve the rights from time to time, without notice, to access your user's Account or to observe and record your access to and use of this Website including the MTRconnects to determine if you are complying with these Terms of Use.

6. WEBSITE

This Website is a multinational communication platform developed to build connections among staff in global MTR hubs. The platform is open to staff of MTR in Hong Kong, the Mainland of China, Macau and overseas. It features information and programmes that facilitate information sharing and strengthening understanding among MTR businesses.

This Website may from time to time contain information in relation to our shares and the performance of our shares. Where such information appears on this Website, it is reproduced from our annual reports or other financial statements and is subject to the caveats and disclaimers of such annual reports or other financial statements from which the information was reproduced. Such information as it appears on this Website is correct only as of the date when the relevant annual report or other financial statements were printed. You should not rely on this information as up-to-date.

To the extent that specific financial products or service are mentioned, we are not advertising or selling such financial products or services to you and you should not construe it as such. Please refer to our [Important Notice](#).

7. MONITORING

We will consider complaints concerning inappropriate Content on this Website, but we do not guarantee that we will take any action in respect of the same. Furthermore, we reserve the right to remove or withhold, without warning, any Content from this Website or any link to any Website if we consider appropriate in our sole discretion. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content submitted, posted, emailed or otherwise transmitted via this Website.

8. LINKS TO THIRD PARTY WEBSITES

We may provide links to other sites or resources ("Linked Site(s)"). We have no control over the Linked Sites and we are not responsible for the Content of any Linked Site or any links contained in a Linked Site, or any changes or updates to such sites. We do not monitor the contents of the Linked Sites. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of this Website or any association with its operator. Where a Linked Site advertises, sells or contains financial products or services information, we expressly declare that we do not endorse any such financial products or services as appearing on that Linked Site or any other web site which the Linked Site may link to. Please refer to our [Important Notice](#). You agree that we shall not be responsible or liable for any loss or damage of any kind incurred as a result of the use of the services or the content of any Linked Site. Your use of the Linked Sites may be subject to terms and privacy policies on those sites and you should familiarise yourself with such terms and privacy policies.

9. DISCLAIMERS & LIMITATION OF LIABILITY

THIS WEBSITE IS PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR SUBSIDIARIES OR AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE CONTENT OR PRODUCTS INCLUDED ON THIS WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES OR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES AS TO:

- a. THE AVAILABILITY OF THIS WEBSITE OR THAT IT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED;
- b. THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY CONTENT ON THIS WEBSITE;
- c. THE MERCHANTABILITY, STANDARD OF QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCTS OR SERVICES AVAILABLE ON THIS WEBSITE;
- d. THE USE OR EXERCISE OF REASONABLE CARE AND SKILL IN PROVIDING OR DELIVERING ANY SERVICES ON OR THROUGH THIS WEBSITE OR THE TIMELINESS OF SERVICES OFFERED OR PROVIDED ON THIS WEBSITE;
- e. NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; OR
- f. THIS WEBSITE BEING FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THIS WEBSITE OR OTHERWISE, IS RE-PERFORMANCE OF DEFECTIVE SERVICES IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY. OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR WEBSITE. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

Personal data might be accessed and used by unauthorized persons when transmitting personal data on the internet or other open networks. Without limiting any exclusion specifically provided for in these Terms of Use we shall in no event be liable for any costs, damages or liability for any unauthorized use of this Website or breach of security relating to this Website.

You will exercise and rely solely on your own judgment in using this Website. In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, this Website, even if we have been advised of the possibility of such damages including without limitation, unauthorised access using your Username and Password or transmission of Content or any transactions entered into through this Website. You specifically agree that neither we, our subsidiaries nor our affiliates shall be responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that neither our affiliates, our subsidiaries nor we shall be responsible for the Content sent out using and/or included in this Website by any third party.

The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

We make no representation that materials on this Website are appropriate or available for use in any other jurisdictions, and accessing this Website from locations where its operation is illegal is prohibited. Those who access this Website from other locations do so at their own discretion and are solely responsible for compliance with their laws and rules. You confirm that you have all the requisite approvals for using the Internet and online conduct.

10. CONFIDENTIALITY

You shall not disclose, discuss or otherwise use any confidential information on this Website. When accessing or using this Website, you shall observe all applicable instructions, guidelines, notices, policies, procedures, etc., including but not limited to those implemented and/or required by your respective employers in respect of confidentiality of information as if this Website was provided in the public domain and could be accessed by the public or other third parties.

11. INTELLECTUAL PROPERTY

This Website together with all Content made available as part of this Website is our property or is licensed by us and is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Our licensors and we own copyright in the selection, co-ordination, arrangement and enhancement of such Content, as well as in the content original to it. You may not modify, publish, transmit, redistribute, participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part. You may only download such part of the Content as is expressly permitted to be downloaded from this Website for the use specified and for your personal use only. You have no rights in or to the Content and you will not use the Content, except as permitted under these Terms of Use.

Except as otherwise expressly permitted by us and the copyright owner by written permission and/or under applicable copyright law, no modification, copying, redistribution, uploading, retransmission, publication or commercial exploitation of downloaded material will be permitted. In the event of any permitted copying, redistribution or publication of copyrighted material, you agree not to make any change to or deletion of author attribution, trademark, legend or copyright notice. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us ("Feedback") in connection with this Website without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

12. PARTICIPATION IN SEPARATE DEALINGS

Any dealings you may have with any party through/on this Website, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the relevant party/parties. Unless MTR Corporation or our affiliates are part of the dealings, neither we nor our affiliates shall be responsible or liable for any part of any such dealings.

13. INDEMNITY

You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any losses, claims, liabilities, damages, demands, costs and expenses (including all legal fees), incurred or suffered by us in connection with or arising from your breach of these terms of use and/or your use of this Website or the services. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement that may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right to assume exclusive defence and control of any such claim or action.

14. LEGAL COMPLIANCE

You shall comply with all applicable laws, statutes, ordinances and regulations (whether or not having the force of law) ("Applicable Laws") regarding your use of this Website. You recognise the global nature of the Internet and you understand that the Applicable Laws may be of a jurisdiction other than your own and you agree that compliance with Applicable Laws is your sole responsibility. We recommend that you seek legal advice if you are not sure what Applicable Laws comprise.

15. TERMINATION

We may terminate your use of and access to any part or all of this Website or any related service(s) at any time with immediate effect without any notice and in our sole discretion for any reason, including without limitation:

- a. if you breach these Terms of Use or the applicable MTRconnects Rules;

- b. if we are unable to verify or authenticate any information you provide to us;
- c. if we believe that your actions may give rise to liability of any nature;
- d. if we deem your action unsuitable or inappropriate; or
- e. if you are no longer an employee of MTR Corporation or any of our affiliates or subsidiaries.

Upon termination, you must destroy all materials obtained from this Website and any copies thereof. If you wish to terminate your use of part or all of this Website your only recourse is to discontinue the use of this Website.

16. MODIFICATIONS TO TERMS OF USE

We reserve the right to change these Terms of Use or our Personal Information Collection Statement or the MTRconnects Rules or any other rules, procedures, guidelines, statements, policies, etc. regarding the use of this Website, the MTRconnects at any time and to notify you by posting an updated version thereof on this Website. You are responsible for regularly reviewing the Terms of Use and the applicable rules, procedures, guidelines, statements, policies, etc. Continued use of this Website after any such posting amounts to your conclusive acceptance of such revised Terms of Use, rules, procedures, guidelines, statements, policies, etc.. If any such revision is unacceptable to you, you must terminate use of this Website immediately. Where permitted by applicable law, we reserve the right to interpret these Terms of Use, rules, procedures, guidelines, statements, policies, etc. and decide on any questions or disputes arising thereunder these Terms of Use. You agree that all such interpretations and decisions shall be final and conclusive, and binding on you as a user of this Website.

17. MODIFICATIONS TO SERVICE

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of this Website or any part thereof.

18. GOVERNING LAW & JURISDICTION

This Website (excluding Linked Sites) is hosted by us from our office in Hong Kong. By accessing this Website, you agree that any claim relating to this Website shall be governed by the laws of Hong Kong without giving effect to any principles of conflicts of laws, provided that we reserve the right to pursue civil or criminal proceedings in any jurisdiction having control over you or your assets. You also agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

19. NO AGENCY

No agency, partnership, joint venture, trustee, beneficiary, franchiser-franchisee or other relationship is intended or created by your use of this Website.

20. SYSTEM AVAILABILITY

We do not guarantee uninterrupted, continuous or secure access to this Website. Part or the entire Website may be unexpectedly unavailable for whatever duration and for various reasons

that may include system malfunctions and disruptions, Internet access downtime and other technical problems beyond our control for which we cannot and shall not be held responsible. You agree that your use of this Website is at your own risk and that you will not hold us responsible for any damage or loss caused by your inability to use this Website for any reason whatsoever. We reserve the right to take any part or all of this Website offline for various reasons including urgent system maintenance or upgrading, in which case we will try to give you notice in advance if possible.

21. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

22. WAIVER

No waiver of any breach under these terms of use will amount to a waiver of any other breach.

23. GENERAL PROVISIONS

To assist you in understanding these Terms of Use, unless the context otherwise requires, these Terms of Use should be interpreted using the following rules:

- a. words importing one gender include the other genders;
- b. words importing the singular shall include the plural and vice versa;
- c. references to paragraphs, are references to paragraphs in these Terms of Use;
- d. expressions defined in the main body of this Terms of Use bear the defined meaning in the whole of this Terms of Use;
- e. a right granted or reserved may be exercised from time to time;
- f. headings are for ease of reference only and shall not affect the interpretation of these Terms of Use;
- g. any reference to a person shall include that person's successors, representatives and permitted assigns; and
- h. in the event that there is any inconsistency between the English and Chinese version (traditional and simplified) of these Terms of Use, the English version shall prevail.