

Terms and Conditions of Activation and/or Use of HKBU Alumni e-Cards

The HKBU Alumni e-Cards (“**Alumni e-Cards**”) are electronic alumni cards issued by Hong Kong Baptist University (the “**University**” or “**HKBU**”). The terms and conditions set out herein (“**Terms and Conditions**”) govern the activation, use, access and/or display of the Alumni e-Cards. By applying for, activating, using, accessing or displaying the Alumni e-Cards, holders of the Alumni e-Cards (“**Alumni e-Card Holders**”) shall be deemed to have read and unconditionally accepted and agreed to these Terms and Conditions:

1. The Alumni e-Cards are issued only to eligible alumni of the University who are currently registered with the University or who have provided their updated personal information to the Alumni Affairs Office of the University. The University reserves the right to revise or update the eligibility criteria of Alumni e-Card Holders. Approval of Alumni e-Card applications and/or issuance of Alumni e-Cards shall be subject to the absolute discretion of the University. Falsification of Alumni e-Cards may constitute an offence, and the University reserves the right to report any such incident to the law enforcement agency.
2. The Alumni e-Cards are issued to eligible University’s alumni for serving as an official electronic proof of HKBU alumni identity and for additional uses, services and functions as may be permitted or authorised by the University. The use of Alumni e-Cards for any other purpose(s) or any unlawful, abusive or otherwise objectionable purpose(s) and/or in a manner which may reasonably be conceived as jeopardising the reputation of the University is strictly prohibited. The University reserves the right to modify or discontinue any function(s), purpose(s) or permitted use(s) of the Alumni e-Cards and/or any benefit(s) associated with the Alumni e-Cards at any time without prior notice.
3. Subject to the regulations of the University and/or the relevant goods or service providers, the Alumni e-Card Holders may be eligible to acquire services, access facilities or enjoy other benefits. For the use of Alumni e-Cards for any such purposes, the Alumni e-Card Holders shall comply with all applicable policies, guidelines, rules and regulations of the University and/or the relevant goods or service providers. The University shall not be deemed to endorse, recommend or approve any third-party goods or service providers. The University is not responsible for, and does not give any representation or warranty of any kind (whether express or implied) with respect to, any third-party goods or service providers, their provided goods or services, and/or the contents of any third-party websites. Use of any hyperlinks to third-party websites and/or access to any third-party websites are entirely at the own risk of the Alumni e-Card Holders. The Alumni e-Card Holders are obliged to present their Alumni e-Cards for verification of identity upon the request of the staff of the University and/or the relevant goods or service providers.
4. Each Alumni e-Card Holder shall install or embed one Alumni e-Card only in one mobile device installed with the “HKBU Mobile” app, which is the official app of the University.

5. The Alumni e-Cards bear the names and alumni IDs of the Alumni e-Card Holders, and serve as an important proof of HKBU alumni identity. Each Alumni e-Card Holder shall keep his/her Alumni e-Card and the device containing his/her Alumni e-Card in safe custody. Any losses or damages suffered as a result of the loss of the Alumni e-Card and/or the device containing the Alumni e-Card shall be solely borne by the Alumni e-Card Holder, and the University shall not be liable therefor. In the event of any loss of Alumni e-Card or the device installed with the Alumni e-Card or any unauthorised access to or extraction of data in such device, the Alumni e-Card Holder shall immediately report the incident to the Alumni Affairs Office of the University.
6. The Alumni e-Card Holders shall comply with these Terms and Conditions and all applicable laws, regulations, rules, policies and guidelines relating to or in connection with the activation and/or use of Alumni e-Cards. The University reserves the right to suspend, terminate or discontinue the activation and/or use of Alumni e-Cards or cancel the Alumni e-Cards at any time without prior notice for any reason as the University deems necessary, including but not limited to a breach of these Terms and Conditions by the Alumni e-Card Holders, and any unauthorised use of the Alumni e-Cards. The obligations and liabilities incurred by the Alumni e-Card Holders prior to such suspension, termination, discontinuance or cancellation shall survive the suspension, termination, discontinuance or cancellation and shall continue in full force and effect thereafter.
7. As the bearer of the Alumni e-Card, each Alumni e-Card Holder shall be solely responsible for all activities and/or transactions performed with, supported by or in connection with his/her Alumni e-Card. The University shall not bear any liability, responsibility or obligation to the Alumni e-Card Holders or any third party, including without limitation for any loss, injury, costs, liabilities, expenses, claims, demands or damages howsoever arising from or in connection with the access to, the activation, use or misuse of, or the inability to activate, access or use, the Alumni e-Cards. By activating and/or using the Alumni e-Cards, the Alumni e-Card Holders agree to be liable for and to indemnify, defend, hold harmless and keep indemnified the University from and against all losses, costs, liabilities, expenses, claims, demands and damages directly or indirectly arising out of or in connection with any activation, use, access or display of the Alumni e-Cards and/or any violation of these Terms and Conditions.
8. The Alumni e-Cards are non-transferable. Each Alumni e-Card Holder shall not permit, acquiesce to or authorise the use of his/her Alumni e-Card by any person other than the Alumni e-Card Holder himself/herself. A breach of this Clause will lead to suspension or termination of the Alumni e-Card.
9. The Alumni e-Card Holders shall not conduct any behaviour which will or may disrupt the operation, functionality or security of the Alumni e-Cards system, including but not limited to hacking the Alumni e-Cards system, transmitting viruses or malware to the Alumni e-Cards system, or tampering with or circumventing the security features of the Alumni e-Cards system.

In addition, Alumni e-Card Holders shall not, and shall not facilitate any person to, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of, the softwares or technologies involved in the Alumni e-Cards system and/or any services provided thereunder.

10. Any personal data collected from the Alumni e-Card Holders and/or in relation to the Alumni e-Cards shall be governed by and used in accordance with the University's "*Privacy Policy Statement and Personal Information Collection Statement*" (<https://bupdpo.hkbu.edu.hk/policies-and-procedures/pps-pics/>).
11. Nothing in these Terms and Conditions confers on any third party any right to enforce any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
12. If any provision of these Terms and Conditions is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severed from these Terms and Conditions and shall not affect the lawfulness, validity or enforceability of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.
13. Any failure or delay of the University to enforce any provision of these Terms and Conditions or exercise any right, power or remedy hereunder shall not operate as a waiver of that provision, right, power or remedy, nor shall any single or partial exercise or enforcement thereof preclude any other or future exercise or enforcement thereof or the exercise or enforcement of any other provision, right, power or remedy.
14. The University reserves the right to amend or update these Terms and Conditions at any time without prior notice. Activating, accessing or using the Alumni e-Cards after any such amendments shall constitute the Alumni e-Card Holders' agreement and acceptance of such amendments.
15. In the event of any dispute arising from or relating to these Terms and Conditions and/or the activation or use of the Alumni e-Cards, the decision of the University shall be final and conclusive.
16. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The courts of Hong Kong shall have exclusive jurisdiction over any claim or dispute arising out of or in relation to these Terms and Conditions and/or the activation, use, access or display of the Alumni e-Cards.