

Terms of Use ("Terms")

Last update: 20 November 2024

These Terms govern your use of (a) this website and such other websites owned, operated and/or controlled by FutureGen Girls Foundation Limited ("**FGG**", "**we**", "**us**" and "**our**") from time to time (each a "**Website**") and (b) our e-portal platform.

By accessing the Website and/or using our e-portal platform, regardless of the means of access, you accept and agree to these Terms and our Privacy Policy Statement as applied to your use of the Website and our e-portal platform. If you do not accept any of them, you must refrain from using and accessing the Website and our e-portal platform.

If you are under the age of 18, you should obtain consent from your parent or guardian before you provide us with your personal data.

1. All information, data, text, software, music, sound, images, user interfaces, visual interface, audio, trade marks, logos, video media, artwork, designs, pdf documents, articles, lesson plans, teaching resources, forms, photographs, graphics, video, messages, services, webcast, live streaming or digital meeting or other materials contained in, displayed on, or available through the Website and/or our e-portal platform ("**Content**") is for general reference only. All Content contained in the Website and/or our e-portal platform may be subject to change without notice.
2. The Website and/or our e-portal platform may provide links to other websites ("**Third Party Websites**"). The advertising, content, products, services, or any other materials (collectively "**Materials**") available or displayed on the Third Party Websites are contributed by third parties over whom and in respect of which FGG has no control. The provision of Third Party Websites does not constitute any endorsement by us on the Materials available or displayed on them. Access to and use of the Third Party Websites and the Materials and any of your dealings with the operators of any of these Third Party Websites are at your own risk.
3. To the greatest extent permitted by law, the Website and/or our e-portal platform is provided "as is". No statement, representation or warranty, whether express or implied, is made as to the accuracy, adequacy, reliability or completeness of any Content contained in the Website, our e-portal platform or any Materials contained in the Third Party Websites or to their appropriateness for use in any particular circumstances.

4. We will only use your personal information according to our Privacy Policy Statement set out at <https://www.futuregengirls.org/en/website-privacy-and-cookies-policy/>.
5. The Content is intellectual property owned by us, our affiliates, our licensors or other third parties which is protected by copyright laws and/or other intellectual property laws. By accessing the Website and/or our e-portal platform, you agree to observe our copyright policy as set out herein.
6. By accessing and using the Website and/or our e-portal platform, you acknowledge and accept that the use of the Website and/or our e-portal platform is solely at your own risk. FGG accepts no liability (whether in tort, contract or otherwise) and is not responsible for any loss or damage whatsoever arising out of or in connection with the use of or reliance on any Content contained in this Website, our e-portal platform or any Materials contained in the Third Party Websites or any of your dealings with any operators of these Third Party Websites.
7. Except to the extent precluded by applicable law, we and our respective officers, directors, agents, employees, contractors and other representatives, exclude all liability arising under, in connection with or related to these Terms and your use of the Website and/or our e-portal platform.
8. To the fullest extent permitted by law, we will not be liable for any failure, delay or default in carrying out our obligations or duties hereunder directly or indirectly caused by or resulted from acts of God, fire, flood, accident, riot, war, terrorist attack, government intervention, embargoes, strikes, labour disputes, equipment failures (including but not limited to Internet system failure) or any other causes beyond our reasonable control.
9. To the extent that our liability cannot be excluded and we are able to limit our liability, then our maximum aggregate liability for all claims arising from, in connection with or related to your use of the Website and/or our e-portal platform shall be limited to the amount of HK\$100.
10. You irrevocably and unconditionally agree to defend, indemnify and hold harmless us and each of our respective officers, directors, agents, employees, contractors and other representatives from and against all claims, actions, demands, liabilities, expenses, losses, damages and other costs whatsoever (including but not limited to any claims made against us by any third party) arising from, in connection with or related to your use of the Website and/or our e-portal platform or your breach of these Terms.

11. FGG reserves the right to disable and/or terminate any user from the Website and/or our e-portal platform, and remove any and all Content posted by any user on the Website and/or our e-portal platform, without notice and compensation of any kind, if such user has breached or violated, or we believe that such user has breached or violated or attempts to breach or violate, any provision of these Terms or the applicable laws or regulations.
12. The provisions contained in each clause of these Terms shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid.
13. These Terms together with our Privacy Policy Statement are governed by and are to be construed in accordance with the laws of Hong Kong.
14. Any dispute, controversy or claim arising out of or relating to these Terms and Privacy Policy Statement, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Hong Kong courts.
15. These Terms may change from time to time and the latest version will be the one available at <https://www.futuregengirls.org>.
16. The English version shall prevail in case of any discrepancy or inconsistency between the English version and its Chinese translation.

使用條款（下稱「條款」）

最後更新日期：2024 年 11 月 20 日

本條款規範您對以下內容的使用：(a) 此網站以及由明日女菁基金會有限公司（下稱「**基金會**」、「**我們**」、「**本機構**」）擁有、運營及/或控制的其他網站（每一個均稱為「**網站**」），以及 (b) 我們的會員電子平台。

無論您以何種方式訪問網站及/或會員電子平台，通過訪問網站會員平台，即表示您接受並同意這些條款以及適用於您使用網站及/或我們的會員電子平台的《私隱政策聲明》。如果您不接受其中的任何內容，您必須停止使用和訪問網站及我們的會員電子平台。

如果您未滿 18 歲，您應在向我們提供您的個人資料之前，徵得父母或監護人的同意。

1. 網站及/或我們的會員電子平台中包含、顯示或可通過網站及/或我們的會員電子平台獲取的所有信息、數據、文本、軟件、音樂、聲音、圖像、用戶界面、視覺界面、音頻、商標、標誌、視頻媒體、藝術作品、設計、PDF 文件、文章、教學計劃、教學資源、表格、照片、圖形、視頻、消息、服務、網絡廣播、直播或數字會議或其他材料（下稱「**內容**」）僅供一般參考。網站及/或我們的電子會員平台中的所有內容可能會在未通知的情況下進行更改。
2. 網站及/或我們的會員電子平台可能提供指向其他網站的鏈接（「**第三方網站**」）。第三方網站上的廣告、內容、產品、服務或任何其他材料（統稱「**材料**」）均由基金會無法控制的第三方提供。提供第三方網站的鏈接並不構成我們對其所提供或顯示的材料認可。訪問和使用第三方網站、其材料及與這些第三方網站運營商的任何交易均由您自行承擔風險。
3. 在法律允許的最大範圍內，網站及/或我們的會員電子平台按「現狀」提供。對於網站及/或我們的會員電子平台中包含的任何內容或第三方網站中的任何材料，或其任何特定情況下的適用性，我們不作出任何聲明、陳述或擔保（無論是明示還是暗示），包括其準確性、充足性、可靠性或完整性。
4. 我們將根據我們在 <https://www.futuregengirls.org/tc/website-privacy-and-cookies-policy/> 列出的《私隱政策聲明》使用您的個人信息。
5. 內容為我們、我們的附屬機構、我們的許可方或其他第三方擁有的知識產權，並受版權法及/或其他知識產權法保護。通過訪問網站及/或我們的會員電子平台，您同意遵守我們在此列出的版權政策。
6. 通過訪問和使用網站及/或我們的會員電子平台，您承認並接受使用網站及/或我們的會員電子平台完全由您自行承擔風險。基金會不承擔任何責任（無論是侵權、合同還是其他方面），並且對於因使用或依賴本網站及/或我們的會員電子平台中包含的任何內容、第三方網站中的任何材料或與第三方網站的運營商進行的任何交易所引起的任何損失或損害概不負責。
7. 除非適用法律禁止，我們及我們的高級職員、董事、代理商、員工、承包商和其他代表在與本條款及您使用網站及/或我們的會員電子平台有關或因其引起的任何責任均予以排除。
8. 在法律允許的最大範圍內，我們不對任何由於超出我們合理控制範圍的原因直接或間接導致我們未能履行或延遲履行我們在本條款下的義務或責任負責，這

些原因包括但不限於天災、火災、洪水、事故、騷亂、戰爭、恐怖襲擊、政府干預、禁運、罷工、勞資糾紛、設備故障（包括但不限於互聯網系統故障）或其他不可控因素。

9. 在我們的責任無法被排除的情況下，若我們能夠限制我們的責任，則所有因您使用網站及/或我們的會員電子平台引起或與其相關的索賠，我們的最高總責任限額為港幣 100 元。
10. 您不可撤銷且無條件地同意為我們及我們的職員、董事、代理商、員工、承包商和其他代表進行辯護、賠償並使其免受所有索賠、訴訟、責任、開支、損失、損害及其他一切成本的損害（包括但不限於任何第三方對我們提出的索賠），這些索賠、開支及損害是因您使用網站、我們的會員電子平台按或違反本條款而引起的。
11. 如果任何用戶違反或我們認為該用戶已違反或試圖違反本條款或適用法律或法規的任何條款，基金會保留終止其網站及/或我們的會員電子平台訪問權限並移除其在網站及/或我們的會員電子平台上發布的任何內容的權利，無需事先通知且無需給予任何補償。
12. 本條款的每一條款應獨立於其他條款執行，即使其中某一條款無效，亦不影響其他條款的有效性。
13. 本條款以及我們的《私隱政策聲明》均受香港法律管轄並按其解釋。
14. 任何因本條款及私隱政策聲明引起或與其相關的爭議、糾紛或索賠，或違反、終止或無效的情況，應提交香港法院的專屬管轄權。
15. 本條款可能會不時更改，最新版本將在 <https://www.futuregengirls.org> 提供。

若英文版本與中文翻譯版本之間存在任何不符或不一致，應以英文版本為準。