



Nan Fung Tenant Portal Terms and Conditions

Nan Fung Tenant Portal is managed and operated by Nan Fung (defined below) and is governed by the terms and conditions set out herein, as may be updated from time to time (“**Terms**”).

By accessing the Portal (defined below) or continuing to access the Portal, a user acknowledges that he has read, understood and agreed to accept and shall be bound by these Terms.

A. Definitions

1. “Affiliate(s)” in relation to entity, means the employees, representatives, affiliates, business partners, contractors and/or agents of such entity.
2. “Hong Kong” means the Hong Kong Special Administrative Region.
3. “Nan Fung” means Nan Fung Loyalty Program Limited, a company incorporated in Hong Kong with its registered office at 23rd Floor, Nan Fung Tower, 88 Connaught Road C & 173 Des Voeux Road C, Central, Hong Kong.
4. “NF Building” means the building where premises in respect of which Tenant has entered into a tenancy agreement or lease or licence with the relevant Affiliate of Nan Fung.
5. “NF Touch App” means the mobile application provided by Nan Fung.
6. “Portal” means the Nan Fung Tenant Portal, including the User Account(s) designated to the Tenant and any Services provided in relation thereto.
7. “Services” means access card management service, visitor invitation service, car parking space service, building service request service, tenant profile management service, e-Directory management service, building notice/circular access service, billing management service and such other services as may be provided by Nan Fung on the Portal from time to time.
8. “Tenant” means the entity (whether being a corporation or an individual) that has entered into a tenancy agreement or lease or licence with the relevant Affiliate of Nan Fung.
9. “Tenant Administrator” means a Tenant’s employee or personnel who is authorized to access the Portal via a User Account and whose name has been given by the Tenant to Nan Fung.
10. “User Account” means the account (being any type of account or with access to any of the Services) to use the Portal and the Services associated with a

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particular User ID registered with Nan Fung and designated for a Tenant for authorizing its Tenant Administrator's use.

11. Words importing any gender include all genders. And unless the context otherwise requires, the singular shall include the plural and vice versa.

B. Agreement to these Terms and Appointment of Tenant Administrator

1. By accessing the Portal, the Tenant Administrator, on behalf of the Tenant and himself, agrees to and accept and comply with these Terms and the Personal Information Collection Statement available at Tenant Portal log-in page. In these Terms, all references to "Tenant Administrator" shall be construed as "Tenant" as well unless the contexts otherwise require. If Tenant does not agree to or cannot comply with these Terms, Tenant Administrator is not permitted to use the Portal.
2. Tenant Administrator represents and warrants that he has been authorized to access the Portal by the Tenant and that his authority is valid and has not been withdrawn at the time of access.
3. Tenant Administrator shall be deemed to have authority to access the Portal via the User Account until Nan Fung receives written notice of the withdrawal of such authority from the Tenant.

C. User Account Registration

1. Only individuals aged 18 or above and working for the Tenant or otherwise authorized by the Tenant are eligible to apply for registration as Tenant Administrators.
2. Applicants shall register on the Portal through a registered company email of the Tenant or where there is no Tenant, a valid personal email, for authentication. Nan Fung reserves the right to seek verification from the applicant or the Tenant.
3. Applicants must ensure that the information submitted for the registration is authentic, accurate, complete and not misleading or fraudulent in all aspects. Nan Fung shall take no responsibility for any failure of transmission of emails, SMS or other messages.
4. Nan Fung has the absolute discretion to determine an applicant's eligibility for registration as a Tenant Administrator of the Portal.

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5. Each registered company email address can only be used for registration as Tenant Administrator by one person. Duplicate registration by the same individual will not be accepted.
6. If Tenant Administrators are considered by Nan Fung to have registered with a company email address that they have no authority to use, Nan Fung has the right to suspend or terminate access at anytime without any prior notice or compensation.
7. The NF Touch App will issue a QR Code to a Tenant Administrator upon his successful registration. Tenant Administrators must present the QR code generated in their NF Touch App to use certain functions of the NF Touch App. Nan Fung shall be entitled to assume without further proof that the holder of the QR Code is a Tenant Administrator but reserves its absolute right to request the holder to additionally provide any identification documentation for verification purposes.
8. Tenant Administrators should keep their information, username and password strictly confidential and secure. Tenant Administrators are fully responsible for any use of their usernames and passwords by any person (including whether used with or without the Tenant Administrator's authorization). Tenant Administrators must not misuse their QR Code or User Accounts in any way.

D. Use of The Portal

1. Tenant acknowledges and agrees that access to the Portal shall be restricted only to Tenant Administrators and shall ensure that the User Accounts will only be used by Tenant Administrators authorized to act on Tenant's behalf or such other persons as may be authorized by the Tenant or the Tenant Administrators. Tenant shall ensure that all Tenant Administrators of the User Accounts comply with these Terms and such other terms as may be notified by Nan Fung and/or Nan Fung's Affiliate(s) to the Tenant from time to time.
2. Tenant shall notify Nan Fung immediately if Tenant knows or reasonably ought to know that an unauthorized person is accessing or may access the Portal or the User Accounts in a manner contrary to these Terms.
3. Certain Services on the Portal or functions or features thereof are only available to the Tenant Administrators of the specified type or class of User Accounts and may be subject to other terms and conditions of such Services

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(including but not limited to other personal information collection statements) and payment of charges, as may be determined by Nan Fung from time to time. Tenant and Tenant Administrator shall accept such other applicable terms and conditions (including but not limited to other personal information collection statements) and payment of charges before they are allowed to use such Services, functions or features.

4. A Tenant Administrator is deemed to use the User Account on his own behalf and as the authorized representative of a Tenant.
5. At any time without prior notice and without compensation, Nan Fung reserves the right to withdraw, add and/or change the Services available on the Portal and to restrict access to any Services and/or modify the structure and content of the Portal. It is the responsibility of Tenant and Tenant Administrators to keep themselves up to date in respect to the structure and content of the Portal, including these Terms. Whenever a Tenant Administrator uses any aspect of the Portal, he will be deemed to accept all relevant changes to the structure and content of the Portal. Nan Fung will not be liable for any losses or damages resulting from changes to the structure or content, including these Terms.
6. Unless otherwise expressly stated, Tenant Administrator shall perform all of his personal data protection obligations under these Terms or at law at his sole cost and expense. Tenant Administrator shall ensure that all necessary consents for disclosure by Tenant Administrator to Nan Fung of any personal data have been obtained from the relevant data subjects for the disclosure of such personal data to Nan Fung by Tenant Administrator to the extent required under the applicable laws.

E. Third Party Services

1. The Portal may contain Services provided by the third-party service providers. Such services are not under Nan Fung's control and Nan Fung is not responsible for the quality of such third-party service providers' services, nor shall Nan Fung be responsible for the content, products, services, privacy policies or practices relating to such third-party service providers' services.
2. Nan Fung shall not be responsible for any losses suffered by or claims against the Tenant or Tenant Administrator relating to the use of such third-party service providers' services.

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F. Exclusion of Liabilities

1. Tenant Administrator accepts full responsibility for all risks associated with electronic communications with Nan Fung, including but not limited to, the risk that such communications may be delivered to or intercepted, lost or altered by a third party.
2. Tenant Administrators are hereby deemed to have acknowledged that he does not rely on any statement, representation, assurance or warranty made by Nan Fung or its Affiliates and shall waive all of his rights, if any, against Nan Fung and its Affiliates in relation thereof.
3. The Portal may be subject to delays, errors or omissions resulting from various issues such as problems with network problems, system malfunctioning, mobile phone delays or errors, etc., Nan Fung and its Affiliates shall have no liability and shall not be held liable for any such delays, errors, omissions and/or any loss and/or damage in connection therewith. There may also be temporary interruptions due to scheduled or regular system maintenance work, downtimes attributable to internet or electronic communications or events of force majeure.
4. All information and contents in relation to the Portal are provided for general references only. Nan Fung is not liable for any inaccuracies, omissions, errors or otherwise, in the said material, or for any economic or other loss which may be directly or indirectly sustained by any person.
5. To the extent permitted by law, Nan Fung and its Affiliates shall have no liability and shall not be held responsible or liable in the event of any losses or damages related to any aspects of the Portal.

G. Suspension and Termination

1. Without prejudice to the foregoing, Nan Fung has the right to forthwith terminate or suspend or delete the User Account of or access to the Portal by any Tenant or Tenant Administrator at any time without providing any prior notice, reasons or compensation or being liable for any loss or damage resulting therefrom by any party in any event upon the occurrence of any of the following events: -
 - (a) Tenant is no longer a tenant or licensee of the NF Building;
 - (b) Tenant is in material breach of any of the terms of its lease, tenancy agreement or licence in connection with the NF Building;

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- (c) Death or incapacity of Tenant Administrator;
 - (d) Nan Fung considers the Tenant and/or the Tenant Administrator having breached any of provisions of these Terms;
 - (e) Nan Fung considers that the User Account is being used by a person other than a Tenant Administrator, or the Tenant Administrator is no longer eligible for a User Account;
 - (f) Tenant goes into liquidation (whether voluntary or compulsory);
 - (g) Tenant enters into an arrangement or composition for the benefit of its creditors;
 - (h) a receiver or manager is appointed in respect of Tenant's assets or undertaking or any part thereof;
 - (i) an order shall have been made or a petition be presented or an effective resolution be passed for the winding up of the Tenant, otherwise than for the purpose of reconstruction or amalgamation with the prior written consent of Nan Fung, such consent not to be unreasonably withheld;
 - (j) Tenant threatens to or is wound-up or ceases to exist; or
 - (k) Tenant and/or Tenant Administrator commits any act or omission that in the sole opinion of Nan Fung prejudices the reputation of Nan Fung.
2. Tenant and Tenant Administrator will not be able to log in the User Account during the suspension of access to the Portal or after the termination and deletion of the User Account.
 3. Upon termination of access to the Portal or the User Account, all rights and obligations of the Tenant and Tenant Administrators shall cease. Termination of access to the Portal or the User Account shall not affect or prejudice any accrued right and remedies of Nan Fung or its Affiliates under these Terms or at law.

H. Indemnity

1. The obligations under these Terms to be performed by Tenant and Tenant Administrator are joint and several.
2. The Tenant agrees and undertakes to indemnify, and hold harmless Nan Fung and its Affiliates, from and against any penalty, fine, remedy, injury, loss, damage, demand, proceeding (actual or to be made), claim, liability, judgment awards (whether judicial or quasi-judicial), any legal or other costs and disbursements in connection with any of the above, whether fixed,

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contingent or absolute, matured or not matured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, or otherwise arising from or resulting from the Tenant and/or the Tenant Administrator's use of the Portal, User Accounts and/or Services or any breach of any of these Terms.

I. General Conditions and Disclaimers

1. The Portal may be subject to additional terms and conditions imposed by Nan Fung from time to time. Should there be any inconsistencies between these Terms and additional terms and conditions, the additional terms and conditions shall prevail.
2. Nan Fung may from time to time update these Terms without prior notice. Please check this page from time to time for updates. Changes will be effective when they are posted. If Tenant Administrator does not agree to or cannot comply with the revised Terms, he shall stop using the Portal. Tenant is deemed to have agreed to the revised Terms if a Tenant Administrator continues to access or use the Portal.
3. Nan Fung shall have the right to transfer, assign, charge, sub-contract or otherwise dispose of any of the rights or obligations under these Terms on such terms and conditions as Nan Fung may at its sole discretion think fit at any time without any prior notice to any Tenant Administrator.
4. The illegality, invalidity or unenforceability of any provisions of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
5. The provisions of these Terms are severable, and if any provision, or any portion thereof, is determined by a competent court to be invalid, illegal, or unenforceable for any reason, any remaining portion of that provision, and all other provisions of these Terms, shall remain valid and enforceable to the fullest extent permitted by law and equity in order to give effect to the parties' intentions.
6. The failure or delay of Nan Fung or any of its Affiliate to enforce its rights under these Terms at any time for any period shall not be used as a waiver of such rights.
7. In case of dispute, Nan Fung reserves the right of final decision on all related matters.

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8. In case of discrepancies between the English version and any translation of these Terms, the English version prevails.
9. These Terms are for the benefit of Nan Fung, its Affiliates, Tenant and Tenant Administrator, and are not intended to benefit any third party. A person who is not one of the said parties shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623) to enforce these Terms. The exercise of rights in relation to these Terms is not subject to the consent of any third party.
10. These Terms shall be governed by the laws of Hong Kong and shall be subject to exclusive jurisdiction of the courts of Hong Kong.

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