

Terms and Conditions of Use

1. The Data on this web page is provided by the **Town Planning Board** (the Board). By using **the web page and the Data**, you are deemed to have agreed to be bound unconditionally by the Terms and Conditions of Use herein provided. IF YOU DO NOT AGREE, DO NOT USE **THE WEB PAGE**. The Terms and Conditions of Use may be revised and/or amended from time to time by the Board without prior notice to any person. Please check the Terms and Conditions of Use regularly for any revisions and/or amendments which may have been made. IF YOU DO NOT AGREE TO BE BOUND UNCONDITIONALLY BY THE TERMS AND CONDITIONS OF USE OR ANY OF THESE, DO NOT USE THE WEB PAGE AND THE DATA.
2. In these Terms and Conditions of Use, "Data" mean the data and all contents provided by the Board for downloading. For the avoidance of doubt, "Data" include all geographical information system (GIS) data, data dictionary and guidelines on using the GIS data.
3. The Data provided by the Board on this web page is for reference only. Whilst endeavours have been made to ensure the accuracy of the Data, no statement, representation or warranty, express or implied, is given to the accuracy, completeness or appropriateness of the Data or its appropriateness for use in any particular circumstances. The Board shall not be liable for any error, omission, misstatement or misrepresentation, express or implied, concerning the Data, and shall not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) howsoever arising from or in respect of using, misusing, inability to use, or relying on the Data.
4. The Board does not warrant or represent that the contents in this web page for users are free of computer viruses, Trojans, worms or other malicious programs. The Board shall not be liable for any loss, destruction or damage arising out of or in relation to a message sent from users to the Board or vice versa over the Internet.
5. The Board reserves the right to omit, suspend or edit all the Data compiled by the Board in this web page at any time in its absolute discretion without giving any reason or prior notice to users. Before acting upon the Data, users are

- i. responsible for making their own assessment of all information concerned;
- ii. advised **not to rely on the Data only**. Users should verify such information by making reference to the original gazetted statutory plans including Notes and Explanatory Statements (the original publications). In the event that there is any discrepancy between the information contained in the Data and that contained in the original publications, the information contained in the original publications shall prevail;
- iii. advised to obtain independent advice if necessary; and
- iv. advised to read and note the data quality as detailed in Section 6 below.

Data Quality

6. Users should note the quality of the Data before making use of the Data on this web page for reference:
 - i. the Data available on this web page for download include GIS data layers of the statutory planning scheme boundary, zoning boundaries, boundaries of building height control area, and boundaries of amendment items, which only constitute part of the original publications. Other information in the original publication, including the base map provided by Lands Department and plan title, annotations and notations for illustrative and cartographical presentation purpose, is not included in the Data available on this web page;
 - ii. the Data available on this web page is dynamic in nature, users can freely pan, zoom or switch data layers; and
 - iii. the Data available on this web page may contain technical inaccuracies or mistakes and should not be relied on as totally accurate. For example, some discrepancies may occur at boundary between GIS data polygons. Refinements will be made when opportunities arise.

Use of Data

7. Users are allowed to browse, download, distribute, reproduce, hyperlink to, and print in their original format the Data for both commercial and non-commercial purposes on a free-of-charge basis on conditions that:
 - i. users shall comply with the Terms and Conditions of Use;
 - ii. users shall identify clearly the source of the Data and acknowledge the Board's ownership of the intellectual property rights in the Data and in all copies thereof including but not limited to paper copies, digital copies and copies placed on other websites;

- iii. users shall indemnify the Board against any allegations or claims of infringement of the rights of any person and all costs, losses, damages and liabilities incurred by the Board, which in any case arises directly or indirectly in relation to use, reproduction and/or distribution of the Data of the users; and
- iv. users shall also give proper attribution to the Board.

Privacy Policy

- 8. The Board may record visits to the web page and the Data downloaded without collecting your personal data. Information relating to visits to this web page and the Data downloaded are collected by the Board for the compilation of statistical reports and the diagnosis of problems with or concerning computer systems.

Intellectual Property Rights

- 9. Unless otherwise indicated, the Board is the owner of the intellectual property rights in all contents available on this web page, including but not limited to all Data.

Governing Law

- 10. The Terms and Conditions of Use shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). By using the web page and the Data, users are also deemed to have agreed to submit to the jurisdiction of the Hong Kong Courts.