TERMS & CONDITIONS OF I-CLUB MEMBERSHIP

These Terms and Conditions are applicable to all Members of the i-Club operated by the Construction Innovation and Technology Application Centre (hereinafter referred to as "CITAC"). Members shall include Corporate Members and Individual Members. By applying for i-Club membership, the applicant agrees to be bound by these Terms and Conditions Rules (including the Terms and Conditions in force from time to time).

MEMBERSHIP

All persons aged 12 or above can apply for i-Club membership by submitting an online application form.

CITAC reserves the right to decline any application without giving any reason.

i-Club is a lifetime membership, no renewal is required.

No membership fee is charged for i-Club Membership application. However, CITAC reserves the right to charge the annual fee for application of the Membership or any fees for specific activities.

Members have no voting right to the constitution, operation or management of i-Club nor have any right in or any claim over any assets of i-Club.

Membership of the i-Club is non-transferable.

CHANGE OF PERSONAL INFORMATION

Members who need to change their login name, company information or any other relevant information shall provide the latest information to CITAC as soon as possible through following channels:

- website: login to i-Club in CITAC website (https://citac.cic.hk)
- by email: i-club@cic.hk
- by postal mail: CITAC, 8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong

MEMBER BENEFITS

Members may enjoy the following benefits:

- Participate in members networking events
- Participate in CITAC technical seminars and site visits
- Receive i-Club newsletter
- Access to CITAC e-Library
- Access to i-Club forum
- Display company's profile on members directory (for Corporate Members only)

CITAC reserves the right to change and/or cancel the above member benefits. CITAC also reserves the right to change and/or cancel the whole i-Club Membership scheme. In case each of these cases occur, CITAC will notify i-Club members through CITAC website and email.

i-Club FORUM

Members can use i-Club Forum to communicate with other Members. There are basic ground rules of i-Club Forum stated in the Code of Conduct. By using i-Club Forum, Members agree to abide by the Code of Conduct of i-Club Forum.

TERMINATON BY THE MEMBERS

Members who wish to terminate their membership shall send an email to CITAC (<u>i-club@cic.hk</u>) as a written notice at least 7 days in advance.

EXPULSION OF MEMBERS

If CITAC considers any Member has conducted himself/herself in any way injurious to the i-Club or prejudicing the interests of the i-Club or has committed any breach of these Terms and Conditions, CITAC has the right to expel the Member from i-Club Membership and the decision of CITAC shall be final and conclusive.

The expelled i-Club members will no longer enjoy any membership rights and benefits.

TERMINATION OF i-Club OPERATION

CITAC shall have the right at any time at its absolute discretion without giving any advance notice or reason to Members to terminate the operation of i-Club. Upon the termination of i-Club operation, all the rights and privileges of Members shall cease. In any case, members shall not and cannot make any claims or demands to CITAC of any nature or arising under any circumstances due to the termination of the operation of i-Club.

PERSONAL INFORMATION COLLECTION STATEMENT

1. Collection of Personal Data

- 1.1. The information you provide to the Construction Industry Council, its affiliates, and / or its subsidiaries, including, but not limited to, the Hong Kong Institute of Construction and Zero Carbon Building, Construction Sector Imported Labour Quarters Limited (collectively, the "CIC"), including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), will be used solely for purposes related to the activities of the CIC. The activity and the required personal data are detailed in the application form.
- 1.2. Whether or not you provide your personal data to the CIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply the CIC with complete information as specified on the application form. Otherwise,

the CIC may be unable to process or consider your application. If you are under the age of 18, you should consult your parent or guardian before providing any personal data to us.

1.3. You are entitled to request access to and correction of any errors in your personal data. If you wish to do so, please write to Manager – Industry Development, Construction Innovation and Technology Centre (Data Access Request), Construction Industry Council, 38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon. Should you have any enquiries about our PICS and related practices, please contact us at the above address or via enquiry@cic.hk. For more information about the CIC's policies on privacy and personal data protection, you can access our Privacy Policy Statement at https://www.cic.hk/eng/main/privacy policy statement.

2. Purposes of Collection

Your personal data will be kept confidential and may be used by the CIC for the following purposes:

- a. Event registration hosted by the CIC;
- b. Communicating with you on the details of the activity and sending you relevant information and / or materials;
- c. Issuing certificates of attendance (if applicable);
- d. Processing application for i-Club membership and setting up / updating your user account;
- e. Creating a single profile among the CIC, including combining your information with any other personal data already held by the CIC;
- f. Issuing Continuing Professional Development Certificate;
- g. Research and/or analysis by the CIC;
- h. Facilitating communication with you;
- i. Performing and exercising functions and powers of the CIC under relevant legislation, rules and sub-legislation, including but not limited to the Construction Industry Council Ordinance (Cap. 587) and Construction Workers Registration Ordinance (Cap. 583);
- j. Establishing, exercising and defending the CIC's legal rights, and complying with the CIC's legal and regulatory obligations (including anti-money laundering obligations, complying with orders by courts or regulators, etc.);
- k. Managing access to the CIC's premises and for security purposes;
- 1. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- m. Handling complaints or enquiries;
- n. Performing analysis and conducting research and surveys;
- o. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- p. Other purposes related or incidental to the conduct of the CIC's activities; and
- q. Any other purposes that you may consent to from time to time.

3. Disclosure and Transfer of Personal Data

- 3.1 The CIC may disclose or transfer your personal data for the purposes as stated in paragraph 2 to third parties, including but not limited to the following:
 - a. Any or all of the CIC's affiliates and/or subsidiaries;
 - b. Any third party service providers, contractors/sub-contractors that, on behalf of the CIC, operate or maintain membership, event registration, tour booking, researches and/or analysis, or carry out back-end services, administrative services, verification services, cloud services or information technology services, or provide necessary support or services to the CIC to enable us to provide our services, including any insurance, banking or third party payment gateways services used by the CIC, and any other entities that discharge contractual obligations on our behalf;
 - c. Any of the CIC's professional advisors, including but not limited to lawyers, accountants and auditors; or
 - d. Any party that owes a duty of confidentiality to the CIC.
- 3.2 We may disclose and transfer your personal data in accordance with any legal or regulatory requirements or any court order applicable to the CIC.

4. <u>Use of Personal Data Related to Direct Marketing</u>

To keep you informed of CIC activities and developments in the construction industry which may be of interest, the CIC would like to use your personal data, including your name, phone number, correspondence and email address, to update you in relation to CIC training courses, trade testing, registration, events and other aspects of its work and developments in the construction industry.

You are free to decide whether you wish to receive such information. If you choose not to receive information on the above, please put a tick in the box below. You may make any subsequent changes on your choice of receiving promotional materials by writing to us.

AMENDMENT OF TERMS AND CONDITIONS

CITAC has the absolute discretion and right to amend these Terms and Conditions from time to time and may notify Members of such amendments in any manner it considers fit. The Members shall be bound by such amendments.

APPLICABLE LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

GOVERNING VERSION

The English version of these Terms and Conditions shall prevail wherever there is any discrepancy between the English and Chinese versions.

[Revised in January 2024]

i-Club 會員條款及細則

本條款及細則適用於由建造業創新及科技應用中心(下稱「本中心」)經營之 i-Club 的所有會員。會員包括企業會員和個人會員。通過申請 i-Club 會員資格,申請人即同意接受本會員條款及細則 (包括不時生效之條款及細則)約束。

會籍

所有年滿 12 歲的人士均可透過網上遞交申請表格,申請成為 i-Club 會員。

所有會籍申請須經由本中心批准。本中心保留拒絕任何申請的權利, 無須作任何解釋。

i-Club 會藉為終身會籍, 並不需要續期。

會籍申請不收取會費,但本中心保留收取申請會員或其他指定活動所需費用的權利。

會員對 i-Club 之組織、運作或管理無投票權,亦對 i-Club 之任何資產無任何權利或追索權利。

i-Club 的會員資格不得轉讓。

更改個人資料

會員如需更改登錄名稱、公司資訊或任何其他相關資料,應儘快透過以下途徑提供給本中心:

- 網站:登錄本中心網站的 i-Club 會員(https://citac.cic.hk)
- 電郵: i-club@cic.hk
- 郵寄:香港九龍灣常悅道8號建造業創新及科技應用中心

會員福利

會員可享以下會員福利:

- 參加會員活動
- 參加本中心舉辦的技術研討會和工地參觀
- 接收 i-Club 通訊
- 獲取使用本中心資料庫權限
- 獲取登入 i-Club 討論區權限
- 在會員目錄上顯示公司的資料(僅限企業會員)

本中心保留更改及/或取消會員福利的權利。本中心亦有權更改及/或取消整個 i-Club 會籍計畫。如發生上述任何一種情況,本中心將通過本中心網站和電郵通知 i-Club 會員。

i-Club 討論區

會員可以利用 i-Club 討論區與其他會員進行討論。i-Club 討論區使用者必須遵守討論區的《行為守則》中列明的基本規則。透過使用 i-Club 討論區, 會員同意遵守 <u>i-Club 討</u>論區的《行為守則》。

終止會籍

會員如希望終止其會員資格,應至少於 7 天前發送電郵至本中心(<u>i-club@cic.hk</u>)提出書面申請。

開除會籍

本中心倘認為任何會員之行為有損 i-Club 或與 i-Club 之利益相違或違反本會員條款及細則,本中心有權開除有關會員之 i-Club 會籍,而本中心擁有最終的決定權。

被開除的 i-Club 會員將不再享有任何會員福利和權利。

終止 i-Club 運作

本中心有權於任何時候終止 i-Club 之運作而無需向會員發出任何提前通知或給予任何理由。在 i-Club 的運作終止後,會員擁有的權利即告終止。於任何情況下,會員不得亦不能因本中心終止 i-Club 運作而向本中心提出任何性質或在任何情況下引致之索償或要求。

個人資料收集聲明

1. 個人資料的收集

- 1.1. 你向建造業議會、其關聯及/或附屬公司,包括但不限於香港建造學院、建造業零碳天地、建造業輸入勞工宿舍有限公司 (統稱「議會」) 提供的資料,包括《個人資料(私隱)條例》(第486章) 中定義的任何個人資料,只會用於與議會活動相關之目的。有關活動及其所需的個人資料己詳列於申請表格內。
- 1.2. 你是否向議會提供個人資料純屬自願性質。然而,如果你提供資料之目的是為了作出某項申請,你便須向議會提供申請表格上所指明的資料。否則,議會可能無法處理或考慮你的申請。如果你未滿十八歲,在向議會提供你的個人資料前,應先徵詢你的父母或監護人。
- 1.3. 你有權查閱你的個人資料和更正當中的錯誤。如需要作出此要求,請致函議 會的經理-行業發展,建造業創新及科技應用(查閱資料要求),地址為九龍觀塘

酸業街 56 號中海日升中心 38 樓。如你對本聲明及有關做法有任何查詢,請致函上述地址或電郵至 enquiry@cic.hk。如需要更多關於議會在私隱及保障個人資料政策的資料,請參閱我們的私隱政策 (https://www.cic.hk/chi/main/privacy_policy_statement/)。

2. 收集的目的

從你收集得來的個人資料將會被保密. 並可能用於以下用途:

- a. 登記議會主辦的活動及;
- b. 與你就活動詳情進行通訊並向你送交相關資料及/或材料;
- c. 發出出席證明書 (如使用);
- d. 處理會員申請並設立/更新你的帳戶;
- e. 在議會的記錄建立單一個人檔案,包括將你的資料與議會已持有的其他個人資料相結合:
- f. 發出持續專業培訓證書:
- g. 議會所進行之研究及/或分析。
- h. 利便與你的通訊;
- i. 履行和行使議會根據相關條例、規則和附屬法規授予的職能和權力,包括但不 限於《建造業議會條例》(第587章)及《建造業工人註冊條例》(第583章):
- j. 確立、行使或維護議會的法律權利及遵從議會的法律和規管責任(包括打擊洗 錢責任、遵從法院或監管機構的命令等);
- k. 管理進出議會處所和保安目的:
- 1. 防止和應對實際或潛在的安全威脅、詐騙或非法活動:
- m. 處理投訴或查詢:
- n. 進行分析、研究和意見調查:
- o. 進行審計及合規審查, 以確保適用的議會政策、程序、規例及法律獲得遵守;
- p. 與議會活動進行相關或附帶的其他目的;及
- a. 你不時同意的任何其他目的。

3. 個人資料的披露及轉移

- 3.1 因應第 2 段所述目的,議會可能披露或轉移你的個人資料予第三方,包括但不限 於以下:
 - a. 任何或所有議會的關聯及/或附屬公司:
 - b. 任何代表議會營運或維持會員資格、活動註冊、導賞預約、研究及/或分析,或 代表議會進行後端服務、行政服務、驗證服務、雲端服務或資訊科技服務,或 向議會提供所需支援或服務(包括保險、銀行或議會使用的任何第三方支付網關

服務)以便議會提供服務的第三方服務提供商、承包商或分包商,及代表議會履行合約規範責任之實體;

- c. 議會的專業顧問,包括但不限於律師、會計師和審計師;或
- d. 對議會負有保密責任的任何一方。
- 3.2 按照任何適用於議會的法律規定或規管性質規定或法院命令,議會可能披露及轉移你的個人資料。

4. 使用個人資料於直接促銷

爲了告知你可能有興趣的議會活動及建造業發展狀況,議會希望使用你的個人資料, 包括你的姓名、電話號碼、通訊地址和電郵地址,向你提供有關議會的培訓課程、工 藝測試、註冊、活動及其他工作範疇和建造業發展的最新資訊。

你可自由決定是否願意接收此類信息。如果你選擇不接收有關信息,請勾選下面的方框。如果日後你希望更改有關選擇,可以透過書面形式通知我們。

修訂會員條款及細則

本中心有權於任何時候修改本會員條款及細則,並通過本中心認為適當之方式將此類修訂通知會員。會員將受修訂約束。

適用法律

本守則受香港特別行政區法律管轄並按香港特別行政區法律解釋。

管轄文本

本守則之英文文本及中文文本在文義上如有任何歧異,一概以英文文本為準。

[修訂於 2024 年 1 月]