Application for the Data Services for Registered Users of Hong Kong Satellite Positioning Reference Station Network (SatRef)

Survey and Mapping Office, Lands Department

Please complete this application form and return by email: geodetic@landsd.gov.hk

Part 1: Essentia Please provide the		on for user account creation, futu	re correspondence, statistical ar	nd services enhancement purposes.	
(a) <u>User Accoun</u>					
(u) <u>52111</u>			Please click <mark>here</mark> to vaildate and ch	neck the availability of Login ID)	
En	nail address:			, ,	
Т	Type of user :				
Count	try / Region:				
		elect all that apply):			
Part 2: Options	Search and Rescu Unmanned vehic Spatial data colled Asset tracking on Training or educa Scientific research Others:	ch	tion applications		
The information be	elow, if provided, will	ll be used for technical support, s	tatistical and services enhancer	nent purposes.	
Contact Pe	erson (Name/Post)	:			
Con	ntact telephone no.	:			
Na	me of organisation	:			
Equipment /	Type	Brand	Model	Quantity	
How will yo	ou use SatRef Data	Services:			
Part 3: Agreemen	nt:				
	I have read, understand and agree to the <i>Terms and Conditions of Use of the Geodetic Survey Website</i> (https://www.geodetic.gov.hk/en/terms.htm) and agree to be bound by such Terms and Conditions.				
	I have read, understand and agree to the <i>Terms and Conditions of Use of SatRef Data Services for Registered Users</i> and agree to be bound by such Terms and Conditions.				
		t to your e-mail address provietic@landsd.gov.hk.	ded in above. If you have a	ny question, please contact us Submit this form by e-mail	

TERMS AND CONDITIONS OF USE OF SATREF DATA SERVICES FOR REGISTERED USERS

- 1. "SatRef Data Services" (the "Services") means the following specified services made available for Registered Users (as defined below) under the Hong Kong Satellite Positioning Reference Station Network System ("SatRef") by the Survey and Mapping Office of the Lands Department of the Government of the Hong Kong Special Administrative Region (the "Government"):-
 - Network Real Time Kinematic (RTK) Service; and
 - Differential GNSS (DGNSS) Positioning Service.

Use of SatRef Data Services for Registered Users

- 2. Unless otherwise stated in these Terms and Conditions of Use of SatRef Data Services for Registered Users ("Terms of Use"), you are allowed to use the Services for both commercial and non-commercial purposes on a free-of-charge basis, on the condition that:-
 - you shall comply with the Terms of Use;
 - you shall register as a registered user of SatRef Data Services ("Registered User"); and
 - you shall indemnify the Government against any allegations or claims of infringement of the intellectual property
 rights or any other rights of any person and all costs, losses, damages and liabilities of whatsoever nature suffered
 or incurred by the Government, arising directly or indirectly out of, in connection with or in relation to your use
 of the Services.
- 3. In paragraph 2, "commercial purposes" includes without limitation the following:
 - an offer to supply goods, services, facilities, land or an interest in land;
 - an offer to provide a business opportunity or an investment opportunity;
 - an advertisement or promotion of goods, services, facilities, land or an interest in land;
 - an advertisement or promotion of a business opportunity or an investment opportunity;
 - an advertisement or promotion of a supplier, or a prospective supplier, of goods, services, facilities, land or an interest in land; and
 - an advertisement or promotion of a provider, or a prospective provider, of a business opportunity or an investment opportunity,

in the course of or in the furtherance of any business.

Disclaimer

4. The Services are provided by the Government to you on an "AS IS" basis. No statement, representation or warranty of any kind (whether express or implied) is given by the Government in relation to the Services (including without limitation the accuracy, completeness, non-infringement, reliability, security, timeliness and appropriateness of the Services for use for any purposes or in any particular circumstances). The Government shall not be liable for any errors, omissions, misstatements or misrepresentations (express or implied), concerning any Services, 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 any use or misuse of or reliance on the Services, or any inability to use the Services.

Registration

- Login ID and initial password of the account will be sent to the email address provided in the application form after successful registration.
- 6. The Registered User may authorise any person to access and use the Services on its behalf, and may divulge to its authorised persons the login ID and password issued to it for such purpose.
- 7. The Government shall be under no obligation whatsoever to investigate or verify the authority of persons using the Registered User's login IDs.

Termination

- 8. The Government may reserve the right to immediately terminate your account as a Registered User without prior notice in the event of any of the following occurrences:
 - (a) The Registered User has not used the Services for a period of time specified in Geodetic Survey Website.
 - (b) The Registered User's excessive usage of the Services results in abnormal traffic that causes significant interruption to the Services.
 - (c) It was found that the account was used for any purpose that is unlawful, or in violation of or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Government or others.

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Users' Obligations

9. Without prejudice to the generality of the other terms and conditions herein, the Services shall not be made available to the Registered User unless the Registered User has acquired and made available the necessary hardware, software and communications link. The Registered User shall be solely responsible for these arrangements and shall enter into such contracts and bear all expenses as may be required by any provider of the hardware, software, network and communications link and the Government shall not be responsible for any obligations, expenses or liabilities incurred or suffered by the Registered User in connection therewith.

Personal Information Collection Statement

- 10. (a) The personal data you provided by means of this form will be used by the Government for the following purposes:
 - to carry out activities relating to the provision of services by the Government;
 - to facilitate communication between the Registered User and the Government;
 - to market the products and services provided by the Government in which you may be interested; and
 - to create products or services provided by the Government.

The provision of your personal data by means of this form is voluntary. If you do not provide sufficient information, we may not be able to provide the requested Services.

- (b) The personal data you provided by means of this form may be disclosed to other Government bureaux and departments for the purposes mentioned in paragraph 10(a) above.
- (c) You have a right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. Your right of access includes the right to obtain a copy of your personal data provided by this form. In accordance with the provisions of the Ordinance, the Government has the right to charge a reasonable fee for the processing of any data access request. Please note that we may refuse to comply with a data access request in the circumstances specified in section 20 of the Personal Data (Privacy) Ordinance (Cap. 486).
- (d) Enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be made to the Departmental Personal Data Controlling Officer (Attn: Senior Land Surveyor/Technical Information). Email: smohq@landsd.gov.hk; Address: Survey and Mapping Office, Lands Department, 23/F North Point Government Offices, 333 Java Road, North Point, Hong Kong.
- 11. The personal data provided by means of this form will be destroyed after one year from the date of termination of the account.
- 12. If you would like the Government to cease sending you information of relevant products and /or services, please e-mail to geodetic@landsd.gov.hk or write to our Senior Land Surveyor / Geodetic at Geodetic Survey Section, Lands Department, 22/F Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan, New Territories, Hong Kong.

Communication

- 13. Notices (e.g. maintenance schedule) to be given to the Registered User shall be sent by email to the last email address provided to the Government by the Registered User for the purposes of the Services specified in this form.
- 14. The Registered User shall notify the Government immediately upon any change of the contact person, contact telephone number or email address provided to the Government for the purposes of the Services specified in this form.
- 15. The Government reserves the right to add to, delete and/or vary the Terms of Use, upon one calendar month's notice being given to the Registered User.

Governing Law

16. The Terms 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"). You also agree to submit to the exclusive jurisdiction of the Hong Kong Courts.

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