

TERMS AND CONDITIONS FOR THE USE OF CTR

1. Introduction

The following are the terms and conditions (“**Terms**”) for the use of the Computerised Transaction Record (“**CTR**”) operated by the Department of Health (“**DH**”) of the Government (“**Government**”) of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”). The Government agrees to provide the Services (as defined in Clause 3 below) and you, as the user of CTR (“**User**”), agree to use the Services in accordance with the Terms.

2. Acceptance of Terms of Use

By accessing and using CTR, you agree to be legally bound by these Terms, which may be modified and/or supplemented by the Government from time to time without prior notice to any User. Please check the website at <https://ctr.drugoffice.gov.hk/portal/> regularly for any modification and/or supplement which may be made.

3. Services provided in CTR

- 3.1 CTR comprises a website designed to systematically record antimicrobial prescription and dispensing data through electronic means, ensuring proper record keeping of antimicrobials throughout the supply chain, from wholesale to end-user delivery.
- 3.2 Notwithstanding anything herein to the contrary, the Government may from time to time modify, suspend and/or terminate any Services at its own discretion without giving any prior notice to any User.

4. Disclaimers

- 4.1 The contents of CTR and the Services are provided to you on an “as is” basis without any expressed or implied warranty or representation of any kind, including without limitation, warranty or representation as to the accuracy, completeness, fitness for any particular purpose, non-infringement, reliability, security, timeliness of such contents or Services.

4.2 In particular, the Government does not warrant or represent that:

- (a) the quality of any Services or information provided by CTR will meet your requirements or expectation;
- (b) CTR or the server or any files or any software available for downloading through CTR are free of computer viruses or any other harmful components, defects, errors, infection, Trojan horses or any other script, program or code that manifests contaminating or destructive properties;
- (c) your access to or any Services of CTR (and any linked websites) will be uninterrupted, timely, secure, reliable or error-free;
- (d) any defects in CTR will be corrected; or
- (e) any information, records, or documents generated by CTR will be reliable or accurate.

4.3 No representation, information or advice, whether written or oral, obtained by you from us through or from CTR shall create any warranty or representation or other obligation not expressly stated in these Terms.

5.Limitation of Liability

5.1 Your use of CTR and the Services therein is at your own risk.

5.2 Your use of CTR shall be authorised by the person in charge of Authorized Seller of Poisons (“ASP”).

5.3 The Government is not liable for any damage or loss arising in any manner from or in respect of any use or misuse of or reliance on the contents of, or inability to access or use, the CTR or the Services therein.

5.4 Any material, file or software downloaded or otherwise obtained through the use of CTR is done at your own risk and discretion and that the Government will not be responsible for any damage to your computer system or loss of data that results from or related to the download of any such material, file or software.

5.5 In particular, the Government will not be liable for any direct, indirect, special, incidental, consequential or exemplary damages,

including but not limited to, damages for loss of profits, use, data, goodwill, or other intangible losses (even if the Government have been advised of the possibility of such damages), resulting from:

- (a) any information, data or services obtained or messages received or transactions entered into through or from CTR;
- (b) statements or conduct of any third party on CTR;
- (c) the use or the inability to use CTR;
- (d) the inability to gain access in whole or in part to CTR;
- (e) unauthorised access to or alteration of your transmissions or data;
- (f) the use of any material, file or software downloaded or obtained through the use of CTR;
- (g) any delays, failures, mis-delivery or non-delivery of any Services;
- (h) any errors, defects, inaccuracies, omissions, interruptions, deletions, computer viruses or communication line failures in connection with CTR;
- (i) any destruction, damage, theft, or unauthorised access to your computer system or network; or
- (j) any other matter whatsoever in connection with CTR.

6. Disclaimer in respect of links from CTR to other websites

CTR may contain hyperlinks to websites that are not maintained by the Government. The Government is not responsible for the contents of those websites. Providing or assistance in providing links to those websites does not constitute any statement, representation or warranty, express or implied, that the Government agrees or does not agree with the contents of any such website. Nor does such provision or assistance constitute any form of co-operation or affiliation with the Government and the operator of any such website. The Government is not liable for any damage or loss arising in any manner from or in respect of any use or misuse of or reliance on the contents of, or inability to access or use, any such website.

7. Use of CTR

7.1 Usage Control of the Service

7.1.1 CTR may block malicious web sites or other internet resources.

7.1.2 The Government reserves the right to withhold the provision of Services to any User violating the Terms.

7.2 System Logging of User Activities

7.2.1 Your activities under CTR are subject to logging and review by the Government for the following purposes:

- (a) System diagnosis and trouble-shooting;
- (b) Capacity planning and service improvement;
- (c) Identification of Users abusing the Service;
- (d) Provision of information upon DH's request; and
- (e) Provision of information upon request of court or as required by law.

7.2.2 The log retention period is 6 months.

7.3 Users' Obligations and Responsibilities in using the Services

7.3.1 You will be held fully accountable for all activities, and the consequences of such activities, conducted by using your CTR account.

8. Conduct of User

8.1 You agree and undertake not to use CTR to:

- (a) upload, post, e-mail, otherwise transmit or post links to any contents which are defamatory, offensive, unlawful, obscene, abusive, harmful, pornographic, threatening, torturous, or otherwise objectionable;
- (b) upload, post, e-mail, otherwise transmit or post links to any information or software which contains any computer viruses, worms, Trojan horses or any other harmful computer codes, programs or files;

- (c) access, use, break into, or attempt to access, use or break into any other parts of CTR and /or data areas which you have not been authorised to use;
 - (d) access, collect or store personally identifiable information about other Users; or
 - (e) upload, post, e-mail, otherwise transmit or post links to any promotional material, unauthorised advertising, chain letters, pyramid schemes or any unsolicited commercial communication.
- 8.2 You are responsible for any damage that you cause to CTR or to any of its electronic facility or data. You should not cause damage to CTR or to any of its electronic facility or data through the knowing transmission of any program, information, code or command.
- 8.3 You are responsible for ensuring that your own computer is secure, including taking all reasonable steps to:
 - (a) prevent unauthorised access to your computer system or your user account for access to CTR by any other person, and
 - (b) ensure your computer system and data are free of computer viruses, worms, Trojan horses, any other harmful computer codes, programs or files and all other forms of corruption.
- 8.4 You agree to keep the user name and password for CTR confidential and shall not disclose the user name and password to any other person. We will not be liable for any loss or damage arising from your failure to comply with this clause.
- 8.5 You shall not use or knowingly allow any other person to use or access CTR for or in connection with any illegal purpose or activity.

9. Warranty regarding information submitted through CTR etc.

- 9.1 You represent, warrant and undertake to the Government that:
 - (a) any information, communication or material submitted to the Government through CTR is true and accurate and not misleading, incomplete or false;

- (b) any information, communication or material submitted to the Government through CTR by means of the User's user name and password shall be deemed to be submitted by the User; and
- (c) you shall comply with all applicable laws, regulations and orders when using CTR and the Services.

9.2 The Government reserves the right to cancel, revoke or suspend any CTR account that has been issued or is to be issued to you via CTR as it deems fit. In particular, the Government may cancel, revoke or suspend any CTR account that has been issued or is to be issued to you via CTR when the Government discovers that incomplete or inaccurate information has been given by you in your application.

10. Indemnity

You shall indemnify and keep indemnified the Government against all claims, actions, proceedings, liabilities, demands, charges, damages, costs, losses or expenses arising out of or resulting from the use or attempted use of CTR and the Services to the extent that the same are or have been caused by any negligent or reckless conduct, wilful misconduct, omission, defamation, breach of statutory duty or breach of any of the Terms by you. This provision survives termination of your CTR account.

11. Links to this website

You may not create a link to any page of the website of CTR without the Government's prior written consent.

12. Privacy Policy

12.1 The Government will handle all personal data submitted through and stored in CTR in accordance with the Personal Data (Privacy) Ordinance (Cap 486) (see <https://www.elegislation.gov.hk/hk/cap486>).

12.2 Personal Information Collection Statement

- (a) The Government will only collect and use personal data for the provision of the Services (including registration for such).
- (b) Information (including any personal data) kept in the user profile of your CTR account may be retained by the Government after termination of CTR account for matters arising out of or in relation to your use of the Services before termination of the account.
- (c) You may access and correct the information (including any personal data) kept in the user profile via the user profile maintenance menu of CTR.
- (d) If your CTR account is terminated and personal data kept in the user profile of the account are retained by the Government (see Clause 12.2 (b)), you may request access to or correction of your personal data, by sending a data access request to the CTR Service Team via email at ctr_info@dh.gov.hk.
- (e) Enquiries concerning personal data collected by means of CTR, including the making of access and corrections, may be made by sending e-mail to CTR Service Team of DH at ctr_info@dh.gov.hk.

12.3 Cookies

The Government will record visits to CTR by using cookies. A cookie is a small amount of data created in a computer when a person visits a website through the computer. It often includes an anonymous unique identifier. A cookie can be used to identify a computer, or to temporarily store non-personal information required by an online service. It is not used by CTR to collect any personal information. If you configure your browser to reject cookies, you will not be able to use CTR.

12.4 JavaScript

CTR requires JavaScript to function properly. If you disable JavaScript on your computer, you will not be able to use CTR.

13. Security

- 13.1 You must log out your CTR account and close all your browser window after use to prevent misuse of your CTR account by third parties.

- 13.2 You must refer to the information security best practices as stipulated in the Infosec website of the Government (<https://www.infosec.gov.hk/en/useful-resources/it-security-standards-and-best-practices>) to keep your information, software and equipment secured from misuse by third parties.

14. Intellectual Property Rights

- 14.1 For the purpose of the Terms, “Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyrights, domain names, database rights, rights in know-how, new inventions, designs or processes, and other intellectual property rights, in each case whether now known or created in future, regardless of whatever nature and wherever arising, and whether registered or unregistered, and including applications for the grant of any such rights.
- 14.2 You acknowledge that CTR and all of its contents are proprietary to the Government and all the Intellectual Property Rights therein are owned by the Government. All contents (in whole or in part) of CTR may not be used, copied, sold, transferred, transmitted, adapted, modified, published, made available to the public, distributed, stored or otherwise exploited, for any purpose without the Government’s prior written consent.
- 14.3 You represent, warrant and undertake to the Government that any information, communication or material submitted to the Government through CTR shall not and will not infringe the Intellectual Property Rights of any person.
- 14.4 By submitting any information, communication or material through CTR to the Government, the User grants a non-exclusive, royalty-free, transferable, perpetual and irrevocable licence to the Government to use such information, communication or material for the purpose of providing the Services and all corresponding and related purposes for the functioning and monitoring of the CTR by the Government.

15. Modifications of the Terms

The Government may from time to time vary, modify, delete and/or add any terms or conditions on the Terms at its own discretion without prior notice to any person.

16. Severability

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby.

17. Language

These Terms have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of Hong Kong. You agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

19. Contact and Enquiry

If you have any enquiries concerning CTR, you may contact CTR Service Team of DH via e-mail to ctr_info@dh.gov.hk.