

Terms and Conditions for 心晴 go

Last updated: 25 September 2025

Welcome to 心晴 go ("the App"), developed by The University of Hong Kong ("HKU," "we," "us," or "our"). By downloading, accessing, or using the App, you agree to be bound by these Terms and Conditions ("Terms"). Please read them carefully before using the App.

1. Acceptance of Terms

By using the App, you agree to comply with these Terms and our Privacy Policy. If you do not agree with any part of these Terms, please do not use the App.

2. License to Use the App

Subject to your compliance with these Terms, HKU grants you a limited, non-exclusive, non-transferable license to download and install the App for personal, non-commercial use on devices authorized by you. This license does not permit any resale or commercial use of the App or its contents.

3. Platform Disclaimer

The distribution of this App through third-party app stores (including but not limited to Apple App Store and Google Play Store) is subject to the terms and policies of those platforms. The platform providers have no responsibility for the content, functionality, or management of the App, and no liability for any issues arising from your use of the App.

4. Use of the App

The App is intended for personal, non-commercial use to support mental health awareness and support for children. You agree to use the App in accordance with all applicable laws and regulations in Hong Kong.

You must be at least 9 years old to use the App. By using this App, you confirm you meet this age requirement and warrant that you may legally adhere to this Terms. HKU assumes no responsibility for liabilities related to age misrepresentation.

5. User Account and Security

Certain features may require you to create an account. You are responsible for maintaining the confidentiality of your login information. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service. You agree not to disclose Your password to any third party. You agree to notify us immediately of any unauthorized use of your account.

6. Intellectual Property

All content, software, trademarks, and materials in the App are owned or licensed by HKU and protected by Hong Kong and international intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of our App or its content without prior written permission.

7. User-Generated Content

If the App allows you to submit content, you grant us a worldwide, royalty-free, perpetual license to use, modify, and display that content as necessary for providing the service. You warrant that your content does not infringe third-party rights or contain unlawful material.

8. Privacy

The collection, use, and disclosure of your personal data through the App are governed by our Privacy Policy: [\[link to your app privacy policy\]](#). By using the App, you consent to such data practices in accordance with Hong Kong's Personal Data (Privacy) Ordinance and platform provider's guidelines.

9. Prohibited Conduct

You agree not to use the App to:

- Violate any laws or regulations
- Infringe intellectual property or privacy rights
- Transmit harmful, abusive, or offensive content
- Engage in fraudulent or malicious activities

Any violation of the above may result in suspension or termination of your access.

10. Disclaimer: Informational Purposes Only

The content and information provided by 心晴 go are for general informational and educational purposes only. The App does not offer professional advice, diagnosis, or consultation in any medical, psychological, legal, or other professional fields.

Users should not rely on the App as a substitute for professional advice or treatment. Always seek the advice of qualified professionals with any questions or concerns regarding mental health or any other condition. HKU disclaims any liability for decisions made based on information provided by the App.

11. Disclaimer of Warranties

Except where expressly provided otherwise, the App and all related content and services are provided on an "as is" and "as available" basis. HKU makes no representation or warranties of any kind, express or implied: (a) as to the operation or

availability of the App, or the information, content, and materials or products included thereon; (b) that access to or use of the App will be uninterrupted or error-free (c) as to the accuracy, reliability, or currency of any information or content provided through the App; or (iv) that the App, its servers, the content, or e-mails sent from or on behalf of HKU are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Use of the App is at your sole risk, and HKU disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

12. Limitation of Liability

To the maximum extent permitted by applicable law, HKU shall under no circumstances be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data or data loss, incurred by you or any third party arising out of or related to your use or inability to use the App.

13. Indemnity

By using the App, you agree to defend, indemnify, and hold harmless HKU, its subsidiaries, affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including legal fees) arising from your use of the App or violation of these Terms.

14. Data Sharing with Third Parties

We do not sell, rent, or otherwise share your personal data with third parties for marketing or advertising purposes. We may share your personal data only with trusted third-party service providers who assist us with app development, maintenance, hosting, analytics, or other operational services.

All such third-party providers are obligated to process your data in accordance with Hong Kong's Personal Data (Privacy) Ordinance and under strict confidentiality agreements. We ensure these providers use appropriate safeguards to protect your data and do not use it for their own purposes.

15. Third-Party Links and Services

The App may contain links to third-party websites or services not controlled by HKU. We are not responsible for their content or practices. HKU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that HKU shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or Apps. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or Apps that you visit.

16. Changes to Terms

We may update these Terms from time to time. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use the App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the App.

17. Termination

We reserve the right to suspend or terminate your access to the App at any time without notice for violation of these Terms.

18. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

19. Future Payment and Subscription Terms (Placeholder)

If in the future the App offers paid features, subscriptions, or in-app purchases, additional terms governing such services will be added to these Terms and communicated to users accordingly.

20. Contact Us

For any questions about these Terms or the App, please contact:

Email: csrappenquiry@hku.hk