



## COMPANIES REGISTRY ELECTRONIC SERVICES Terms and Conditions

### Application

1. The registered user ("the User") requests the Registrar of Companies ("the Registrar") and the Registrar, upon receiving the User's acceptance of the terms and conditions hereinafter set out, agrees to provide electronic services ("e-Services") through the e-Registry portal of the Integrated Companies Registry Information System ("the e-Registry") whereby the User is able to use e-Services which the Registrar provides through the e-Registry.

### e-Services

2. (a) The e-Services will, subject to any restriction imposed by law or a court order, enable the User to:
  - (i) apply for incorporation of a local company, registration of a registered non-Hong Kong company and business registration;
  - (ii) deliver to the Registrar forms and documents in electronic form pursuant to section 32(5) of the Companies Ordinance (Cap. 622) and in accordance with the requirements as may be specified by the Registrar; and
  - (iii) settle the fees, charges and levy required to be paid under section 26 of the Companies Ordinance (Cap. 622) and the Companies (Fees) Regulation, and section 5A and 5B of the Business Registration Ordinance (Cap. 310), as the case may be, for the services provided through the e-Registry.
- (b) Except for maintenance work, e-Services shall normally be provided on a twenty four hour seven day week basis through the e-Registry.

### Users' Obligations

3. Without prejudice to the generality of the other terms and conditions herein, e-Services shall not be made available to the User unless the User has acquired and made available the necessary computer hardware, software and communications link. The 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 computer hardware, software, network and communications link and the Registrar shall not be responsible for any obligations, expenses or liabilities incurred or suffered by the User in connection therewith.

4. The User shall apply to the Registrar for a user account for access to the e-Services through the e-Registry. Access to the e-Services shall not take effect before the completion of registration of the user account including the process to activate the user account.
5. The User acknowledges that in the circumstances where the User cannot gain access to the e-Services through the e-Registry for whatever reasons, the User is not relieved of any of the User's obligations under the Companies Ordinance (Cap. 622), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) and the Business Registration Ordinance (Cap. 310) (as applicable) including the delivery of documents or provision of information to the Registrar.
6. The User acknowledges that the User ID and password for access to and the use of e-Services are confidential and must not be disclosed to any other person(s) under any circumstances. The User shall act in good faith, exercise reasonable care and diligence in maintaining the confidentiality of his/her User ID and password and at no time and under no circumstances shall the User authorise any other person to use his/her User ID and password to communicate with the Registrar on the User's behalf. Any access to the e-Services with his/her User ID and password shall be deemed the use of the e-Services by the User.
7. The User shall be liable for whatever transactions for which his/her User ID has been used, including the liability for the fees, charges and levy (as applicable), as the case may be, for such transactions. The Registrar shall be under no obligation whatsoever to investigate or verify the authority of persons using his/her User ID. The User agrees to indemnify the Registrar and the Companies Registry ("the Registry") against any loss, damage or liability that may be suffered by the Registrar or the Registry as a result of or in connection with the use of e-Services by the User.
8. The User acknowledges the Registry's proprietary interest and copyright in the data and documentation provided in connection with requests for e-Services and undertakes not to sell the data in any form or make copies of the documentation from which products may be derived for resale without the prior written consent of the Registrar.
9. The User shall comply with all legislation and laws relating to data protection and copyright in connection with data and documentation provided by e-Services.

### **Payment**

10. The User may, on a voluntary basis, pay to the Registry a non-interest bearing deposit at a level chosen by the User at any time after completion of the registration procedure. The deposit will be used by the Registry to settle the fees, charges and levy (as applicable) for the e-Services rendered to the User.
11. Upon the e-Services being made available, the User may pay all fees, charges and levy (as applicable) to the Registrar for services requested and rendered

thereunder by way of deduction from the User's deposit account. As an alternative, the User may choose to settle the fees, charges and levy (as applicable) through the electronic payment gateway services.

12. Once the relevant fees, charges or levy for the e-Services payable under section 26 of the Companies Ordinance (Cap. 622) and the Companies (Fees) Regulation or section 5A or 5B (as applicable) of the Business Registration Ordinance (Cap. 310) have been settled through the e-Registry, no refund of the payment shall be made.
13. The Registrar will make a monthly statement available online to the User setting out :
  - (a) the types of chargeable services rendered and the fees, charges and levy (as applicable) paid therefor during the preceding month; and
  - (b) the outstanding balance of the User's deposit account.

### **Suspension of Services**

14. The Registrar reserves the right to modify, vary or discontinue any aspect of the e-Services to the User at her sole discretion and without prior notice. The Registrar shall not be liable to the User or any third party for any variation, suspension or discontinuance of the e-Services.

### **Termination**

15. The Registrar may suspend or terminate the User's access to the e-Services without prior notice if there is any breach by the User of the terms and conditions herein. The Registrar has the right, for whatever reasons and without prior notice, to freeze the User's access to the e-Services through the e-Registry or to close the User's account and the User acknowledges the Registrar's right.
16. The User may terminate or close the user account online, provided that any such termination or closure shall be without prejudice to any rights which may have accrued to the Registrar and/or the Registry by reason of any antecedent breach of any of the User's obligations under the terms and conditions herein.
17. Upon termination of the User's account to e-Services, any balance of the deposit will be refunded to the User after deducting any fees, charges and levy (as applicable) due to the Registrar or the Registry in connection with or arising out of the e-Services or other services provided under the User's account.

### **Non-assignment**

18. The User's rights and obligations under the terms and conditions herein shall be personal to the User who shall not assign or dispose of, or permit to assign or dispose of, any of the rights and obligations in whole or in part, under these terms and conditions, to any third party nor shall the User assign or transfer the prepayment to any third party.

### **Limitation of Liability**

19. The Registrar does not guarantee the reliability of the online network through which information, messages or instructions are transmitted to and from the Registry. Neither the Registrar, the Registry, the Government of the Hong Kong Special Administrative Region, nor their officers or employees shall be responsible for any delays and failure in transmission, receipt or execution of information, messages or instructions due to a breakdown or failure of communication facilities or to any other cause whatsoever and they shall not be liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.

### **Communication**

20. Notices and messages to be given by the Registrar to the User shall be sent to the User's message box which is accessible through the login to the User's account or by email sent to the last email address provided to the Registrar by the User for the purposes of using e-Services.
21. The User acknowledges that the use or continued use or continued keeping of his/her user account shall constitute the User's consent to receive notices and messages from the Registrar by electronic means.
22. The User shall notify the Registrar immediately upon any change of the address, contact person, contact telephone number, email address, fax number or other information provided to the Registrar for the purposes of obtaining the e- Services.
23. The Registrar reserves the right to add to, delete and/or vary the terms and conditions for using the e-Services. All changes to these terms and conditions will be posted on this page, and the User's use or continued use of the e-Services after such changes have been posted will constitute the User's agreement to the modified terms and conditions and all of the changes.

### **Governing law**

24. The terms and conditions herein shall be governed by the laws of the Hong Kong Special Administrative Region.