



Companies Registry Electronic Search Services  
Application for Registration

**I. Particulars of Registered Online User ("Registered User")**

Registered User's Name \_\_\_\_\_ (English)  
(e.g. company name) : \_\_\_\_\_  
\_\_\_\_\_ (Chinese)

Address : \_\_\_\_\_

Country / Region : \_\_\_\_\_ Postal Code : \_\_\_\_\_

Contact Person (Mr. / Miss / Mrs. / Ms.\*) : \_\_\_\_\_  
\_\_\_\_\_ (English) \_\_\_\_\_ (Chinese)

Contact Telephone No. : \_\_\_\_\_ Fax No. : \_\_\_\_\_

Email address : \_\_\_\_\_

Business Type :  1. Accounting / Audit Firm  2. Bank  3. Financial / Investment Co.  
 4. Newspaper / Publisher  5. Real Estate Agent / Developer  6. Search / Information Co.  
 7. Solicitors / Notaries  8. Secretarial Service  9. Government  
 10. Overseas Government Authorities  11. Others

Correspondence  
Language required :  1. English  2. Chinese  
(Note 1)

Accounts required :  Principal Account (This applies to each account. Please specify your preferred login identity codes on Page 2)  
 Subsequent Accounts (Optional) (Please specify your preferred login identity codes for any additional subsequent accounts on Page 2)

**II. Declaration by Registered User / Authorised Representative of Registered User**

1. I have read and understand the "Notes" on Page 3.
2. I confirm that the information given by me in this form is correct and complete.
3. I have read and understand the Terms and Conditions of the Companies Registry Electronic Search Services and agree to be bound by such Terms and Conditions.
4. I understand that, in the event that the provision of the e-Search Services is terminated for any reason before expiry of any calendar year, I will not be entitled to any refund of any portion of the annual fee.
5. I understand that upon termination of the e-Search Services for any reason, any balance of the Prepayment not utilized will be refunded to me without interest.

Signature of / for and on \_\_\_\_\_ Name of  
behalf of Registered User : \_\_\_\_\_ Signatory : \_\_\_\_\_

Office title of Signatory \_\_\_\_\_  
(e.g. partner, director) : \_\_\_\_\_ Date : \_\_\_\_\_  
DD/MM/YY

Please return the form to : The Registrar of Companies, Companies Registry, 29/F., Queensway Government Offices, 66 Queensway, Hong Kong (for the attention of Financial Services Division).

\* Delete whichever is inappropriate

Please tick "✓"

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### III. Details of accounts (Notes 3 & 4)

Login Identity				For official use only  Account No. and Login ID allocated
<u>(Please provide the login ID codes (minimum 6 characters, maximum 12 characters) that you wish to use)</u>				
Accounts required	1st Preference	2nd Preference	3rd Preference	
Principal	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____
Subsequent (Optional)	1st	<input type="text"/>	<input type="text"/>	_____
	2nd	<input type="text"/>	<input type="text"/>	_____
	3rd	<input type="text"/>	<input type="text"/>	_____
	4th	<input type="text"/>	<input type="text"/>	_____
	5th	<input type="text"/>	<input type="text"/>	_____
	6th	<input type="text"/>	<input type="text"/>	_____
	7th	<input type="text"/>	<input type="text"/>	_____
	8th	<input type="text"/>	<input type="text"/>	_____
	9th	<input type="text"/>	<input type="text"/>	_____
	10th	<input type="text"/>	<input type="text"/>	_____
	11th	<input type="text"/>	<input type="text"/>	_____
	12th	<input type="text"/>	<input type="text"/>	_____
	13th	<input type="text"/>	<input type="text"/>	_____
	14th	<input type="text"/>	<input type="text"/>	_____
(Maximum) 15th	<input type="text"/>	<input type="text"/>	<input type="text"/>	_____

#### FOR OFFICIAL USE ONLY

Input by	:		Date	:	
Approved by	:		Date	:	
Registered User	:				
Account No.	:				

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## Notes

1. If English is selected, all correspondence to the Registered User will be provided in English. If Chinese is selected, all correspondence to the Registered User will be provided in Chinese.
  2. The annual fee is HK\$500 for the principal account and HK\$100 for each subsequent account. The initial annual fee payable will be calculated on a pro-rata daily basis upon acceptance by the Registrar of this application for registration. A payment advice for the initial annual fee will be sent to the Registered User for settlement. The annual fee is non-refundable and cannot be used to settle fees for e-Search Services.
  3. A principal account will be provided automatically to the Registered User for administration purposes. **The Registered User will be required to specify his preferred login ID for the principal account.** Each login ID will be subject to the Registrar's approval. A maximum of 15 optional subsequent accounts will be provided for each principal account. The Registered User may decide how many subsequent accounts are required and shall provide the preferred login ID for each subsequent account accordingly. The Registered User may assign different subsequent accounts to different users in its organisation for operational needs.
  4. Once a login ID is created, it shall **NOT** be altered. In this connection, it is advisable for a login ID to reflect a post (or a group) instead of an individual.
  5. Notes about your personal data:-
    - (a) The personal data provided by means of this form will be used by the Registrar for the following purposes:
      - to carry out activities relating to the provision of services by the Registrar;
      - to facilitate communication between the Registered User and the Registrar.The provision of 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 service.
    - (b) The personal data you provide by means of this form may be disclosed to other Government bureaux and departments for the purposes mentioned in note 5(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 Registrar has the right to charge a reasonable fee for the processing of any data access request.
    - (d) Enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to the Integrated Companies Registry Information System Help Desk.
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## COMPANIES REGISTRY ELECTRONIC SEARCH SERVICES

### Terms and Conditions

#### Application

1. The registered online user ("the Registered User") requests the Registrar of Companies ("the Registrar") and the Registrar upon receiving the Registered User's acceptance of the terms and conditions hereinafter set out, agrees to provide search services ("e-Search Services") of the Integrated Companies Registry Information System ("ICRIS") whereby the Registered User is able to obtain online access to the databases of public records of information managed and updated by the Registrar.

#### e-Search Services

2. (a) e-Search Services will, subject to any restriction imposed by law or a court order, enable the Registered User to:
  - (i) access online the databases of public records of information kept by the Registrar in such form and to such extent as may be made available by the Registrar; and
  - (ii) submit orders for and obtain copies and certified copies of documents or information contained in any record kept by the Registrar and in such form and to such extent as may be made available by the Registrar.
- (b) Except for maintenance work, e-Search Services shall normally be provided on a twenty four-hour seven-day week basis.

#### Users' Obligations

3. Without prejudice to the generality of the other terms and conditions herein, e-Search Services shall not be made available to the Registered User unless the Registered User has acquired and made available the necessary computer 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 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 Registered User in connection therewith.
4. The Registered User shall be liable for the fees for all transactions for which the Registered User's Login IDs have been used. The Registrar shall be under no obligation whatsoever to investigate or verify the authority of persons using the Registered User's Login IDs. The Registered User agrees to indemnify the Registrar and the Companies Registry ("the Registry") against any loss, damage or liability suffered by the Registrar and the Registry as a result of or in connection with the use of e-Search Services by the Registered User.

5. The Registered User acknowledges the Registry's proprietary interest and copyright in the data and documentation provided in connection with e-Search 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.
6. The Registered User shall comply with legislation relating to data protection and copyright in connection with data and documentation provided by e-Search Services.

### **Payment**

7. The Registered User shall pay to the Registrar an annual fee as prescribed in the Companies (Fees) Regulation (Cap. 622K) and the Securities and Futures (Open-ended Fund Companies)(Fees) Regulation (Cap. 571AR). The initial annual fee will be payable upon acceptance by the Registrar of this application for registration and calculated on a pro-rata daily basis. Subsequent annual fees in respect of a calendar year for the principal account and subsequent accounts (including those accounts temporarily disabled by the Registered User) will be payable in advance on the first working day of December immediately before the calendar year concerned.
8. The Registered User may, on a voluntary basis, pay to the Registry a non-interest bearing prepayment ("the Prepayment") at a level chosen by the Registered User on or after submitting this application for registration. The Prepayment will be used by the Registry to settle the fees for e-Search Services ("the Service Fees") rendered to the Registered User.
9. Upon e-Search Services being made available, the Registered User shall pay all Service Fees to the Registrar for services requested and rendered thereunder by way of deduction from the Prepayment.

10. For the avoidance of doubt, the relevant fees under section 26 of the Companies Ordinance (Cap. 622), the Companies (Fees) Regulation (Cap. 622K), section 112ZQ of the Securities and Futures Ordinance (Cap. 571), the Securities and Futures (Open-ended Fund Companies)(Fees) Regulation (Cap. 571AR), section 98 of and Schedule 3 to the Limited Partnership Fund Ordinance (Cap. 637), section 16 of and the Schedule to the Limited Partnerships Ordinance (Cap. 37) and section 15 of and the Second Schedule to the Registered Trustees Incorporation Ordinance (Cap. 306) shall be due and payable by the Registered User to the Registrar as soon as:
  - (i) a search function has been performed in such format as may be prescribed by the Registrar; or
  - (ii) any order as referred to in Clause 2(a)(ii) above has been submitted by the Registered User through ICRIS.
  
11. The Registrar will make a monthly statement available online to the Registered User setting out:
  - (i) the types of chargeable services rendered and the Service Fees paid therefor during the preceding month; and
  - (ii) the outstanding balance of the Prepayment.

### **Suspension of Services**

12. Should the balance of the Prepayment be insufficient to cover the aggregate of any outstanding Service Fees and any Service Fees for orders already submitted through ICRIS, the Registrar may immediately suspend the Registered User's access to all e-Search Services in respect of which fees are payable without prior notice until the Registered User has made an adequate further Prepayment into the Registered User's account.
  
13. The Registrar reserves the right to modify, vary or discontinue any aspect of e-Search Services to the Registered User at his sole discretion and without prior notice.

### **Termination**

14. The Registrar may terminate the Registered User's access to e-Search Services after giving one calendar month's written notice to the Registered User. The Registrar may suspend the Registered User's access to e-Search Services without notice in the event of any breach of the terms and conditions contained in this application for registration ("the Agreement") being committed by the Registered User, including but without limitation, the non-payment of the annual fee within the prescribed period.

15. The Registered User may terminate the Agreement or close all or any of the subsequent accounts by giving one calendar month's notice (in writing or by online request through e-Search Services) to the Registrar, provided that any such termination or closure shall be without prejudice to any rights which may have accrued to the Registrar by reason of any antecedent breach of any of the Registered User's obligations contained in the Agreement.
16. In the event that the Agreement is terminated for any reason, no refund of any portion of the annual fee will be made.
17. Upon termination of the Registered User's access to e-Search Services in accordance with the terms and conditions of the Agreement, any balance of the Prepayment will be refunded to the Registered User.

### **Non-assignment**

18. The Registered User's rights and obligations under the terms and conditions of the Agreement shall be personal to the Registered 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 the terms and conditions of the Agreement, to any third party nor shall the Registered User assign or transfer the Prepayment and annual fee to any third party.

### **Limitation of Liability**

19. The information provided is taken from documents filed with the Registry. The Registry shall not be liable for the provision of any incorrect or incomplete information due to any cause whatsoever and shall not be liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.
20. The Registrar does not guarantee the reliability of the online network through which information, messages or instructions are transmitted to and from ICRIS. 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 or 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**

21. Notices to be given to the Registered User shall be sent by email to the last email address provided to the Registrar by the Registered User for the purposes of e-Search Services.

22. The Registered User shall notify the Registrar immediately upon any change of the address, contact person, contact telephone number, email address or fax number provided to the Registrar for the purposes of e-Search Services.
23. The Registrar reserves the right to add to, delete and/or vary the terms and conditions of the Agreement, upon one calendar month's notice being given to the Registered User.

**Governing Law**

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