

**商貿易服務有限公司 (Ge-TS, 以下簡稱「商貿易」)
服務條件與條款**

通過簽署「商貿易」登記表(下稱「商貿易」登記表)以便使用「商貿易」隨時提供的單項或多項服務(下稱「商貿易」服務),則視為簽署人已為「商貿易」的註冊訂戶(下稱「訂戶」),表明訂戶已閱讀、理解和接受以下條件和條款,並同意根據下列條件和條款使用「商貿易」服務:

- 以下條件和條款將於簽署相關「商貿易」登記表之日起於相關服務生效日開始生效(兩者中以後發生者為準),開始對訂戶產生約束力;在此基礎上,訂戶應向「商貿易」支付相關的服務費、香港特別行政區政府收費(下稱「政府收費」)和按金。協議終止應按本協議條件和條款的規定執行。
- 本協議涵蓋的條件和條款連同訂戶書面簽署或接受的其它補充文件構成訂戶和「商貿易」之間訂立的全部協議,用以取代「商貿易」和訂戶之間以前就本條件和條款主題達成的所有其它口頭或書面協議或方案,以及其它所有通信。
- 在提前 30 天通知訂戶的前提下,「商貿易」有權對協議條件和條款進行修改、增補、修改或刪除。之後,訂戶應受修訂後條件和條款的約束,除非訂戶決定根據協議條件和條款的規定終止採用「商貿易」服務。
- 「商貿易」服務應在全年每天上午 7 點至晚上 11 點之間隨時可用,或在「商貿易」針對單項或各項「商貿易」服務隨時通知的修改後時間內隨時可用。
- 「商貿易」應根據定義「商貿易」服務範圍、範圍及含義的相關文件或其它同類性質文件的規定(以下統稱「實施指令」),並根據「商貿易」隨時採用的其它相關規範的規定,檢查各項「商貿易」電子信息所含數據的完整性和一致性,以確保訂戶以電子方式通過「商貿易」服務發送的所有數據(下稱「商貿易」電子信息)進行核實。
- 「商貿易」不得將無法確認的「商貿易」電子信息發送給發送人(訂戶)期間通過「商貿易」業務系統發送「商貿易」電子信息的任何個人(預期收件人)。如果任何「商貿易」電子信息未發送到「商貿易」登記表(郵件地址)中規定的訂戶郵件地址,「商貿易」應如實通知發送人(訂戶)。發送人(訂戶)應負責定期檢查訂戶郵箱,檢查是否存在「商貿易」電子信息未發出相關的錯誤通知,同時,應負責相應地重新發送有效的「商貿易」電子信息。如果訂戶未能定期檢查錯誤通知,「商貿易」對由此造成的損失或損害概不負責。
- 如果「商貿易」服務用於包括多項「商貿易」電子信息的業務功能,「商貿易」應根據相關的實施指令(若有)及其隨時採用的其它相關規範,負責對該等「商貿易」電子信息中所含的信息進行查對。如果發生配置錯誤,「商貿易」不得將該等「商貿易」電子信息傳送到預期收件人。凡是出現「商貿易」電子信息未發送的現象,「商貿易」應將相應的錯誤通知發送給發送人(訂戶)的郵件地址。
- 除了「商貿易」針對特定服務的另行規定之外,「商貿易」應將訂戶發送及發送給訂戶的各種「商貿易」電子信息和其它信息(以下統稱「信息」)在電子檔案中保留 7 天期限,具體時間從「商貿易」收到信息之時開始計算。
- 除了「商貿易」和訂戶之間另行協定之外,「商貿易」應按協議條件和條款的規定,在服務時間內提供幫助台(Help Desk)服務,用以幫助訂戶解決業務問題和解答一般性諮詢。
- 如果通過「商貿易」服務發送的信息出現發送錯誤,「商貿易」應在不另行收取費用的前提下再次發送該等信息。
- 「商貿易」應採取合理措施正常提供「商貿易」服務,但是,如果由於「商貿易」無法控制的情形造成延遲提供服務或無法提供服務,「商貿易」對此不承擔任何責任。
- 「商貿易」有權動用訂戶按金(若有)抵銷訂戶應支付給「商貿易」的費用。如果按金不足以抵銷應付款,「商貿易」有權從訂戶指定的銀行賬戶借款,這種情況下,「商貿易」在處理該等情形時產生的附加銀行費用和開支應由訂戶承擔。
- 訂戶應支付給「商貿易」的賬款淨額,「商貿易」已收到訂戶支付的款項(往來賬戶餘額)以及「商貿易」分配給訂戶的信用額度(下稱「信用額度」,信用額度由「商貿易」自行決定,可在不預先通知訂戶的前提下隨時修改)的總額應大於「商貿易」應收費用和相關政府收費的金額總額(實際可用餘額),在此前提下,訂戶才能發送「商貿易」電子信息。
- 如果交易額(包括「商貿易」收費和相關的政府收費)超過實際可用餘額,「商貿易」可終止向訂戶提供服務。
- 對於訂戶或其業務伙伴或任何第三方在業務或利潤方面蒙受的間接損失或連帶損失,「商貿易」對此概不承擔任何責任。
- 對於通過「商貿易」服務發送的數據,如果訂戶未能保留副本並由此給訂戶或其業務伙伴或任何第三方造成損失,「商貿易」對此概不承擔任何責任。
- 如果由於訂戶或其下屬員工、代理或第三方疏忽大意或疏忽職守,或由於訂戶下屬員工或代理未能遵照「商貿易」的指令或建議執行等原因,造成訂戶或其業務伙伴或任何第三方蒙受損失或損害,「商貿易」對此概不承擔任何責任。
- 根據協議條件和條款規定,對於各項事項或一系列相關事項,「商貿易」應承擔的責任(若有)限於賠償總額 500 元或限於退還訂戶根據協議條件和條款規定在最近 12 個月期限內向「商貿易」支付的「商貿易」服務費總額,兩者中以數額較小者為準。
- 訂戶通過填寫、簽署和提交「商貿易」登記表,則視為訂戶要求「商貿易」向其提供本協議詳細規定的「商貿易」服務,要求「商貿易」根據相關的實施指令,對訂戶通過「商貿易」服務向預期收件人發送的信息或其它相關資料進行核實、驗證和發送。
- 訂戶通過填寫、簽署和提交「商貿易」登記表,則視為同意訂戶在「商貿易」登記表中指定的被任命人(下稱「信息簽署人」)代表訂戶使用「商貿易」服務,同意承擔特定「商貿易」登記表中指定的信息簽署人或以後授權的信息簽署人在使用「商貿易」服務的過程中產生的各項責任。
- 為使用「商貿易」服務,訂戶必須自行承擔費用配備必要的設施,該等設施應滿足「商貿易」隨時提議的最低配置環境要求。配置環境包括但不限於電腦硬件、系統軟件和通信設備。
- 採用「商貿易」服務時,訂戶應採用登錄代碼及/或相關密碼,同時,訂戶應根據登錄代碼定期更改密碼。訂戶應負責進行密碼保密,確保只有獲得相應授權的人員才能採用密碼。
- 在特定「商貿易」服務的使用活動中或其它相關活動中,對於相關信息的編寫、驗證以及向預期收件人發送,訂戶應嚴格遵守「商貿易」隨時發佈的指令、指南、公告和操作規程,該等指令、指南、公告和操作規程可能包括以下各個方面:
 - 特定信息集使用、信息流動和信息流程相關的指令及說明,上述信息集使用、信息流動和信息流動構成了符合香港特別行政區政府(下稱「政府」)具體要求的業務功能;
 - 「商貿易」隨時與預期收件人(若有)、政府或相關第三方就「商貿易」電子信息結構協定的信息標準;
 - 特定信息號碼簽署相關的指令和說明;及/或「商貿易」針對特定信息隨時與預期收件人(若有)、政府或相關第三方協定的保密服務相關的指令和說明;
 - 協議條件和條款中詳細規定的最低配置環境要求;
 - 「商貿易」、預期收件人(若有)、政府、相關第三方或其它相關方發佈的其它相關參考文件。
- 訂戶應根據協議條件和條款的規定,支付「商貿易」服務費、相關政府收費和相關的其它第三方費用。如果訂戶選用自動轉賬付款方式,那麼,訂戶應根據協議條件和條款的規定,在自動轉賬申請表中指定的銀行賬戶中保留足夠的資金,以便隨時向「商貿易」付款;如果選用協議條件和條款中規定的其它付款方式,訂戶應向「商貿易」指定的銀行賬戶付款。
- 訂戶承諾根據所使用的「商貿易」服務支付相關的政府收費(根據香港特別行政區相關法律計算)和第三方費用。除「商貿易」另行規定之外,訂戶應根據「商貿易」規定的支付方式,將應支付給政府的費用支付給「商貿易」代收,然後由「商貿易」代表訂戶向政府交納該等費用。除了「商貿易」登記表中另行規定之外,對於特定的「商貿易」服務,訂戶應根據訂戶與第三方雙方之間訂立的協議,及時向第三方支付相關的費用。
- 訂戶應根據「商貿易」登記表以及訂戶簽署的相關會計計劃的規定,支付「商貿易」服務費、政府收費和按金。
- 註冊使用「商貿易」服務時,訂戶應:
 - 向「商貿易」存入可退還的無息按金;或
 - 向「商貿易」支付首次使用期的相應費用。
- 如果訂戶選用自動轉賬付款方式,應在通過「商貿易」服務發送信息之前確保訂戶指定銀行賬戶中具有足夠的金額。
- 如果訂戶違反協議條件和條款或發生其它過失、瀆職、違約行為或不履行行為,訂戶應向「商貿易」進行補償,使之免於承擔由此直接或間接引起的任何費用、損失、索賠、訴訟和責任。
- 如果訂戶通過「商貿易」服務向香港特別行政區政府或香港特別行政區相關立法規定的其它部門發送信息,那麼,訂戶應一直承擔相關立法規定的訂戶責任和義務。

- 如果信息通過「商貿易」服務發送給政府或任何指定部門,那麼,該等信息應按接收信息之政府或指定部門相關行政管理系統規定的規則和條件進行處理。在這種情況下,如果訂戶未能遵守相關規則和條件的規定,訂戶應負責承擔該等不當行為引起的行政處罰。
- 訂戶謹此確認:
 - 就履行相關法律義務而言,除了「商貿易」另行規定之外,「商貿易」根據協定規範或規定對信息進行成功驗證(或者說,根據要求進行配對)後在各「商貿易」電子信息後所附的日期和時間,以及在發送給政府的各項電子信息上所附的發送日期/時間或預期收件人接收的日期/時間(時間標記),應視為政府收到該信息的正式日期和時間。對於其預期收件人,向預期收件人交付「商貿易」電子信息的日期和時間應視為預期收件人通過「商貿易」服務(系統或郵箱)收到信息的實際日期和時間。訂戶應預留足夠的時間使於「商貿易」對信息進行處理;如果向預期收件人傳遞信息,「商貿易」概不承擔任何責任。
 - 根據協議條件和條款規定,上述時間標記以及預期收件人回執應作為確定數據所有權界限的參照點。
- 訂戶謹此承諾,就「商貿易」服務使用而言,訂戶應履行政府要求訂戶履行的各項法律義務(若有)。
- 無論協議條件和條款由於何種原因被終止,訂戶承諾立即向「商貿易」支付應支付的各種費用。
- 訂戶謹此確認,保證訂戶在「商貿易」登記表中向「商貿易」提供的所有信息完整正確無誤,包括訂戶資料的修改以及訂戶在使用「商貿易」服務過程中向「商貿易」提供的其它信息。如果訂戶對「商貿易」登記表中提供給「商貿易」的信息、個人資料或其它信息進行修改,訂戶應立即如實書面通知「商貿易」。只有當(1)「商貿易」收到書面通知(2)「商貿易」接受上述修改或修正之後,訂戶信息的修改或修正才能生效。對於訂戶由於採用「商貿易」服務而應向政府或相關第三方提供的個人資料或其它信息,如果「商貿易」需要以同樣的方式採用的該等資料或信息,訂戶同意將該等資料或信息提供給「商貿易」。
- 訂戶謹此確認,政府可將電子信息存儲於政府數據庫中,其中包括對唯一參照號的適當修改(只對第一個字符和最後字符進行修改)。然而,政府部門將在與訂戶的通信中繼續採用訂戶電腦中保存的唯一參照號。
- 訂戶謹此授權「商貿易」在提供「商貿易」服務的過程中收集和使用的訂戶提交的所有數據信息。
- 「商貿易」應採取合理措施,確保對訂戶通過「商貿易」服務發送的信息進行保密。「商貿易」只能向訂戶、預期收件人或數據擁有方披露該等信息的內容,或依據香港特別行政區法律或法庭令對該等信息進行披露,不得以任何方式向除該信息之外的任何第三方披露。
- 「商貿易」應嚴格遵守《個人資料(私隱)條例》的規定,並督促所有員工履行合理的保密標準。
- 訂戶謹此授權「商貿易」將上述個人資料向以下具有同等權限的各方及各方之間披露:
 - 就「商貿易」服務使用而言,向「商貿易」提供行政管理服務、電信服務、電腦服務、付款結算、證券清算或其它服務的任何機構、承包商或第三方服務商;
 - 就「商貿易」服務使用而言,依法應向其披露的政府機構或部門;
 - 依法應向其披露的其它機構或個人;
 - 對「商貿易」承擔保密責任的任何個人,包括承諾對資料進行保密的下屬子公司或關聯公司;
 - 信貸資料公司或債務托收機構(出現拖欠時);
 - 「商貿易」實際受讓人或預期受讓人、或「商貿易」權利或義務的受讓人。
- 訂戶確認,「商貿易」在數據傳輸過程中可將信息轉換成預期收件人規定的格式或轉換成預期收件人訪問的格式。
- 訂戶確認,所有版權、商標及其它知識產權歸「商貿易」所有,包括但不限於所有操作手冊、所有其它規範、手冊、應用程序或其它資料。
- 訂戶通過「商貿易」服務發送的所有數據在放入預期收件人電子郵箱之前或通過其它方式發送給收件人之前歸訂戶所有。
- 對於由訂戶發送和「商貿易」存儲的所有數據,其產權歸數據始發人和收件人所有,除非「商貿易」由於某種原因未將數據轉發給預期收件人。如果未轉發,存檔副本的產權應歸始發人獨家所有。
- 對於由「商貿易」持有、與訂戶相關的所有信息或與「商貿易」業務相關的所有信息,其產權歸「商貿易」所有。
- 在上述所有權或相關規定的基礎上,「商貿易」有權刪除或處置電子檔案以外的任何數據,將其保存在「商貿易」擁有或提供的系統或其它資源之中達 60 天以上,包括但不限於「商貿易」為方便訂戶採用「商貿易」服務而提供的電子檔案。訂戶應負責定期檢查自有數據,對自有數據進行備份和保護,「商貿易」對訂戶自身原因造成的數據丟失概不承擔任何責任。
- 除另行規定之外,訂戶謹此明確授權「商貿易」對通過任何一項「商貿易」服務發送的信息進行摘錄和使用,以便按「商貿易」認為合適的方式將該等信息與同一訂戶以同一方式通過另一「商貿易」服務發送的信息進行對照檢查和配對。
- 在未征得「商貿易」預先書面同意的情况下,訂戶不得出版或使用「商貿易」名稱、標號、商標或其它知識產權推廣材料。
- 如果具有管轄權的法院認定協議條件和條款中任何條款無效、非法或無法執行,無效、非法或無法執行的條款不得影響其它條款的有效性、合法性和可執行性。
- 「商貿易」或訂戶未能行使或推遲行使協議條件和條款中規定的權利,不得解釋為對該等有權利的放棄。「商貿易」權利放棄或同意放棄只能以書面形式為準,而且,只針對特定實例有效,不得解釋為在另一場合終止行使權利或放棄任何權利。
- 協議項下的所有通知必須採用書面形式,應按以下方式發送:
 - 郵資預付,發送到收件方規定的最新地址;
 - 發送傳真到收件方規定的最新傳真號;
 - 通過電子郵件發送到收件方規定的最新電子郵件地址。投遞或交付之日應視為該等通知的發送日。
- 「商貿易」有權在不征求訂戶同意的情况下,隨時將其協議項下的全部權利或部分權利轉讓及/或過戶給下屬子公司或關聯公司。
- 訂戶不得將協議條件和條款項下規定的權利或義務全部或部分過戶、轉讓或轉租給任何第三方。
- 協議條件和條款應遵照香港特別行政區法律執行和解釋,訂戶謹此同意遵守香港特別行政區法院的非專屬管轄。
- 針對通過「商貿易」服務發送和接收的信息,如果訂戶和任何預期收件人或其它第三方之間發生爭議,「商貿易」信息存檔副本可作為訂戶及/或所述預期收件人或第三方之間來往信息的事實證據。訂戶謹此明確授權「商貿易」將存檔副本向政府、香港特別行政區法院或其它相關部門、預期收件人或相關第三方或其法律諮詢機構或相關顧問機構披露。
- 除本協議另行規定之外,「商貿易」服務終止時,「商貿易」應在終止後一個月內將按金退還訂戶,包括扣除訂戶欠繳的其它退款。所有退款應支付到「商貿易」登記表中指定的訂戶名下,或支付到經訂戶日後修改「商貿易」確認的「商貿易」登記表中指定的訂戶名下。
- 在發生以下任何一項情形的前提下,「商貿易」可立即終止向訂戶提供「商貿易」服務:
 - 「商貿易」向訂戶發出催款通知 7 天後仍未收到訂戶支付的欠款;
 - 發現訂戶利用「商貿易」服務從事可能導致「商貿易」違法或非法律活動或從事違反「商貿易」安全系統的非法律活動,包括擅自存取根據《電訊條例》規定可能構成違法的数据;
 - 訂戶違反協議條件或條款的規定,違反「商貿易」登記表的條款規定,或違反「商貿易」與訂戶之間訂立之其它協議的規定。
- 對於本協議所述、由「商貿易」向訂戶提供的服務,「商貿易」可在至少提前 30 天向訂戶發出書面通知的前提下隨時終止該等服務。
- 在至少提前 30 天向訂戶發出預先通知的前提下,「商貿易」有權隨時終止本協議規定的「商貿易」服務。
- 「商貿易」根據協議規定終止向訂戶提供服務,無論由於何種原因,均不得影響訂戶和「商貿易」在服務終止前存在的權利和義務;在此基礎上,協議條件和條款將繼續對「商貿易」和訂戶構成約束作用,以確保該等權利和義務的有效性。
- 協議條件和條款無論由於何種原因被終止時,「商貿易」有權永久性刪除訂戶電子郵箱內的各項數據,但不能刪除協議條件和條款規定作為存檔的數據。
- 本文所列條款如與英文本有異,將以英文本為準。

GLOBAL E-TRADING SERVICES LIMITED (Ge-TS)
TERMS AND CONDITIONS OF SERVICES

By signing any Registration Form of *Ge-TS (Ge-TS Registration Form)* for use of one or more of the services from time to time provided by *Ge-TS (Ge-TS Services)*, the person has registered with *Ge-TS (Subscriber)* and confirms that the *Subscriber* has read, understood and accepted the following terms and conditions and shall use *Ge-TS Services* under such terms and conditions:

- These terms and conditions shall come into effect and bind the *Subscriber* and payment of relevant fees of *Ge-TS Services*, charges by the Government of the Hong Kong Special Administrative Region (*Government Charges*), and deposits which shall become due from the *Subscriber* to *Ge-TS* upon the date of the relevant *Ge-TS Registration Form* or the relevant service commencement date, whichever is later, and any termination shall be subject to the provisions of the terms and conditions herein.
- These terms and conditions together with the other supplemental documents duly signed or accepted by the *Subscriber* in writing constitute the entire agreement between the *Subscriber* and *Ge-TS* and supersede all other prior agreements or proposals, oral or written, and all other communications between *Ge-TS* and the *Subscriber* to the subject matter of these terms and conditions.
- Ge-TS* reserves the right in its absolute discretion to alter, add, change, or delete any of these terms and conditions provided that *Ge-TS* notifies the *Subscriber* at least 30 (thirty) days in advance of any such changes taking effect. Thereafter the *Subscriber* shall be bound by the revised terms and conditions unless the *Subscriber* has elected to terminate the *Ge-TS Services* under the provisions of these terms and conditions.
- The *Ge-TS Services* shall be accessible between the hours of 7 AM and 11 PM every day of the year or at such revised times as shall be advised by *Ge-TS* from time to time for all or each of the *Ge-TS Services*.
- Ge-TS* shall validate all data transmitted by electronic means through *Ge-TS Services (Ge-TS Electronic Messages)* sent by the *Subscriber* by checking the completeness and consistency of the data contained in each *Ge-TS Electronic Message* in accordance with the relevant publication that defines the rules, scope and implications for implementing the *Ge-TS Electronic Messages* which are required for performing a specific *Ge-TS Service* or any other documents of a similar nature in respect of a specific *Ge-TS Service (Implementation Instructions)*, if any, and other relevant specifications as *Ge-TS* shall from time to time adopt.
- Ge-TS* shall not pass to any person or party to whom a *Ge-TS Electronic Message* is intended by the sender *Subscriber* to be sent through or incidental to any of the *Ge-TS Services (Intended Recipient)* any *Ge-TS Electronic Messages* which cannot be validated. *Ge-TS* shall notify the sender *Subscriber* of any undelivered *Ge-TS Electronic Messages* to the *Subscriber's* mail address as stated in the *Ge-TS Registration Form (Mail Address)*. The sender *Subscriber* has a duty to check the *Subscriber's* mailbox for the error notice on any undelivered *Ge-TS Electronic Messages* regularly and to re-send the valid *Ge-TS Electronic Messages* accordingly. *Ge-TS* shall in no event be responsible for any loss or damage caused or occasioned by the *Subscriber's* failure to check the error notice.
- Where *Ge-TS Services* are being used for the purposes of performing a business function involving a combination of *Ge-TS Electronic Messages*, *Ge-TS* shall match the information contained in such *Ge-TS Electronic Message* in accordance with the relevant *Implementation Instructions* (if any) and other relevant specifications as from time to time adopted by *Ge-TS*. *Ge-TS* shall not pass such *Ge-TS Electronic Messages* to the *Intended Recipient* if a matching error occurs and, where appropriate, *Ge-TS* shall deliver an error notice for any undelivered *Ge-TS Electronic Messages* to the sender *Subscriber's Mail Address*.
- Unless otherwise specified by *Ge-TS* for particular *Ge-TS Services*, *Ge-TS* shall retain all *Ge-TS Electronic Messages* and other messages (*Messages*), sent through *Ge-TS* by and to the *Subscriber* in an electronic archive for a period of seven (7) years from the time of receipt of the *Messages* by *Ge-TS*.
- Subject to any agreement between *Ge-TS* and the *Subscriber* to the contrary, *Ge-TS* shall provide Help Desk facilities during the service hours of the *Ge-TS Services* as set out in terms and conditions herein to assist the *Subscriber* in resolving operational problems and general enquiries to *Ge-TS Services*.
- If any *Messages* sent using *Ge-TS Services* is incorrectly transmitted by *Ge-TS*, *Ge-TS* shall re-send such *Messages* without any additional charge.
- Ge-TS* shall make reasonable efforts to provide *Ge-TS Services* with no liabilities for any delays or failures resulting from circumstances beyond the control of *Ge-TS*.
- Ge-TS* retains the right to use the *Subscriber's* deposit, if any, to offset any payment due from the *Subscriber* to *Ge-TS*. *Ge-TS* reserves the right to debit the *Subscriber's* nominated bank account again after any unsuccessful attempts and pass on to the *Subscriber* any additional bank charges and costs incurred by *Ge-TS* in processing such events.
- The total sum of the net balance amount of the payment due from the *Subscriber* to *Ge-TS* and the payment which *Ge-TS* has received from the *Subscriber* for the settlement of the payment due from the *Subscriber* to *Ge-TS (Current Account Balance)* of the *Subscriber*, plus an amount assigned by *Ge-TS* to the *Subscriber* which *Ge-TS* has absolute discretion and may revise from time to time without prior notice to the *Subscriber (Credit Limit)* shall be greater than the aggregate sum of fees of *Ge-TS Services* and other applicable *Government Charges (Adequate Available Balance)* before the *Subscriber* send a *Ge-TS Electronic Message*.
- Ge-TS* may suspend the *Subscriber's* service if the transactions amount including the *Ge-TS* charges plus any applicable *Government charges* exceed the *Adequate Available Balance*.
- Ge-TS* shall have no liability for any indirect or consequential loss or for loss of business or profits however arising incurred by the *Subscriber* or by the *Subscriber's* business partners or by any third parties.
- Ge-TS* shall have no liability whatsoever for any loss incurred by the *Subscriber* or by the *Subscriber's* business partners or any third parties arising out of any failure by the *Subscriber* to keep copies of data sent using *Ge-TS Services*.
- Ge-TS* shall have no liability for loss or damage suffered by the *Subscriber*, by the *Subscriber's* business partners or by any third parties arising from any negligence or default by the *Subscriber* or members of his staff or his agents or third parties or arising from his failure or the failure of members of his staff or agents to follow the instructions or recommendations of *Ge-TS*.
- The liability, if any, of *Ge-TS* under these terms and conditions is limited in respect of each event or series of connected events to the smaller of either Hong Kong Dollars Five Hundred Only, or the total *Ge-TS* service charges paid by the *Subscriber* to *Ge-TS* under the relevant terms and conditions herein during the last twelve-month period.
- By duly completing, signing and submitting a *Ge-TS Registration Form*, the *Subscriber* has requested *Ge-TS* to provide the specific *Ge-TS Services* particularised therein to the *Subscriber* and (if applicable) to verify, authenticate and transmit the *Messages* or other information submitted by the *Subscriber* to their *Intended Recipient* through the specific *Ge-TS Service* according to the relevant *Implementation Instructions*.
- By duly completing, signing and submitting a *Ge-TS Registration Form*, the *Subscriber* agrees to be bound by all actions of the individual person as appointed by the *Subscriber* on the *Ge-TS Registration Form* to use the *Ge-TS Services* for and on behalf of the *Subscriber (Message Signatory)* and to assume all liabilities of and incidental to the use of the specific *Ge-TS Services* by the *Message Signatory* specified in the relevant *Ge-TS Registration Form* or as subsequently duly authorised.
- For access to *Ge-TS Services*, the *Subscriber* shall provide the facilities at the *Subscriber's* own cost to meet the minimum configuration environment suggested by *Ge-TS* from time to time. The configuration environment includes but is not limited to computer hardware, system software and communication device.
- The *Subscriber* is required to use a log-on code and/or associated password to access *Ge-TS Services* and is advised to change the password associated with his log-on code on a regular basis. The *Subscriber* is responsible for the confidentiality of the password and shall ensure that only duly authorised persons shall use such password.
- The *Subscriber* shall comply with the instructions, guidelines, notices and operational procedures etc. issued by *Ge-TS* from time to time relating to the preparation, authentication and submission of *Messages* to the *Intended Recipient* in respect of specific *Ge-TS Services* or relating to other activities connected with the use of the *Ge-TS Services*. Such instructions, guidelines, notices and procedures etc. may include the following:
 - instructions on the use of specific sets of messages, information flows and procedures that together perform business functions which meet specific requirements of the Government of the Hong Kong Special Administrative Region (*Government*);
 - the message standards which *Ge-TS* may agree with the *Intended Recipient*, if applicable, the Government or relevant third parties from time to time for the structuring of *Ge-TS Electronic Messages*;
 - instructions on the use of digital signatures on specific *Messages* where applicable; and/or other security services which *Ge-TS* may agree with the *Intended Recipient*, if applicable, Government or relevant third parties from time to time for specific *Messages*;
 - the minimum configuration environment detailed in the terms and conditions herein; and
 - any other relevant reference documents published by *Ge-TS*, the *Intended Recipient*, if applicable, Government or relevant third parties or other parties concerned.
- The *Subscriber* shall pay the fees of *Ge-TS Service* and any applicable *Government Charges* and any applicable third party fees in accordance with this terms and conditions. If a direct debit payment method is chosen by the *Subscriber*, the *Subscriber* shall maintain sufficient funds in the bank account nominated by the *Subscriber* on the direct debit application form for payment, in accordance with the terms and conditions, of the amounts due to *Ge-TS*; or alternatively, the *Subscriber* shall pay to the bank account nominated by *Ge-TS* for other payment methods as specified in the terms and conditions herein.
- The *Subscriber* undertakes to pay the applicable *Government Charges* in the amount calculated on the basis set out in the relevant legislation of the Hong Kong Special Administrative Region and any applicable third parties' fees and charges for and incidental to the particular *Ge-TS Services* used by the *Subscriber*. Such amount payable to Government shall, unless otherwise specified by *Ge-TS* in respect of any particular *Ge-TS Services*, be paid to *Ge-TS* using the payment methods offered by *Ge-TS* and shall be paid to Government by *Ge-TS* on behalf of the *Subscriber*. Unless otherwise specified in the *Ge-TS Registration Form*, the *Subscriber* undertakes to pay the applicable fees and charges to the third parties punctually pursuant to the agreements between the *Subscriber* and the third parties incidental to the particular *Ge-TS Services*.
- The *Subscriber* shall pay *Ge-TS service* fees including service fees, other appropriate *Government Charges* and deposit as specified in the *Ge-TS Registration Form* and the relevant subscription plan signed up by the *Subscriber*.
- At the time of registration for use of *Ge-TS Services*, the *Subscriber* may, where applies:
 - lodge a non-interest bearing, refundable deposit with *Ge-TS*; or
 - pay the appropriate charges for the first applicable period.
- For *Subscriber's* who choose direct debit as a payment method, the *Subscriber* shall ensure that there is adequate fund in the *Subscriber's* nominated bank account before using *Ge-TS Services* to submit *Messages*.
- The *Subscriber* shall indemnify *Ge-TS* and keep *Ge-TS* fully indemnified from and against all costs, claims, demands, actions and liabilities arising directly or indirectly from a breach of these terms and conditions or any other default, negligence, acts or omissions on his part.
- The statutory responsibilities and liabilities of the *Subscriber* under the relevant legislation of the Hong Kong Special Administrative Region shall continue to apply if he uses *Ge-TS Services* to submit information to Government or any designated authorities as required under such legislation.
- If a *Message* is submitted to Government or any designated authorities using *Ge-TS Services*, processing thereof shall be subject to the rules and conditions of the relevant administrative system of Government or the designated authority receiving

the *Message*, and the *Subscriber's* liabilities for any administrative sanctions for malpractice shall continue to apply if the *Subscriber* fails to comply with the relevant rules and conditions.

- The *Subscriber* acknowledges that:
 - save and except otherwise specified by *Ge-TS*, for the purpose of discharging any relevant legal obligations, the date and time attached to each *Ge-TS Electronic Message* by *Ge-TS* after the *Message* has been successfully validated (and matched if necessary) according to the specifications agreed or reasonably imposed by *Ge-TS* and therefore is ready for delivery to the *Intended Recipient (Timestamp)* attached to each *Ge-TS Electronic Message* sent to Government shall be considered as the official date and time when such *Message* is received by Government. For any other *Intended Recipient*, the date and time of delivery of the *Ge-TS Electronic Message* by the *Intended Recipient* shall be deemed to be the actual date and time when the *Message* is received by (the system or mailbox of) the *Intended Recipient* through the *Ge-TS Services*. The *Subscriber* shall reserve sufficient time for *Ge-TS* to process the *Messages* and *Ge-TS* shall in no event be liable for any late submission of *Messages* to the *Intended Recipient*.
 - The *Timestamp* and the receipt by the *Intended Recipient* specified above shall be used as the reference point to determine the boundary of the ownership of data as specified in these terms and conditions.
- The *Subscriber* undertakes to discharge any legal obligations which Government (if applicable) may require the *Subscriber* to discharge from time to time in relation to his use of *Ge-TS Services*.
- The *Subscriber* undertakes to settle all charges and fees owed to *Ge-TS* immediately upon termination of these terms and conditions for whatever reasons.
- The *Subscriber* confirms that all the information submitted by the *Subscriber* to *Ge-TS* on the *Ge-TS Registration Form* and of any change of personal data and other information which the *Subscriber* has provided to *Ge-TS* related to the use of the *Ge-TS Services* are true and complete. The *Subscriber* shall advise *Ge-TS* by written notice immediately of any changes to the information provided on the *Ge-TS Registration Form* and of any changes of personal data and other information which the *Subscriber* has provided to *Ge-TS* related to his use of the *Ge-TS Services*. Such change or amendment of the *Subscriber's* information will be effective only when (1) the written notice is received by *Ge-TS*, and (2) the change or the amendment is accepted by *Ge-TS*. In respect of any personal data or other information that the *Subscriber* is required to provide to Government or any relevant third parties for purposes related to the use of the *Ge-TS Services*, the *Subscriber* hereby agrees to the release of such information to *Ge-TS*, provided that such information will be used by *Ge-TS* for the same purpose that Government or the relevant third parties use the information.
- The *Subscriber* acknowledges that Government may store electronic messages in the databases of Government with a slightly different unique reference number (with changes in the first and last characters). Government departments shall however continue to use the unique reference number kept on the *Subscriber's* computer in all communications with the *Subscriber*.
- The *Subscriber* authorises *Ge-TS* to capture and use all data information submitted by the *Subscriber* in relation to the provision of *Ge-TS Service*.
- Ge-TS* shall take reasonable steps to ensure the confidentiality of *Messages* sent by a *Subscriber* using *Ge-TS Services*. *Ge-TS* shall not disclose the content of such *Message* to any party other than the *Subscriber*, the *Intended Recipient* or the owner of the data or as required by the laws or orders of the courts of the Hong Kong Special Administrative Region.
- Ge-TS* shall observe the Personal Data (Privacy) Ordinance and procure all staff of *Ge-TS* to comply with the reasonable standards of confidentiality.
- The *Subscriber* hereby authorises *Ge-TS* to disclose such personal data to any of the following parties within the same jurisdiction or from one jurisdiction to another:
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to *Ge-TS* in connection with any *Ge-TS Services*;
 - the Government agencies or departments where such disclosure is required by law or for purposes related to the use of the *Ge-TS Services*;
 - other authorities or persons where such disclosure is required by law;
 - any person owing a duty of confidentiality to *Ge-TS*, including any subsidiaries or associated companies which have undertaken to keep such information confidential;
 - credit reference agencies and, in the event of default, debt collection agencies; or
 - any actual or proposed assignee of *Ge-TS* or transferee of *Ge-TS's* rights or obligations.
- The *Subscriber* acknowledges that *Ge-TS* may convert the *Message* into formats required by or accessible to the *Intended Recipient* during data transmission. The *Subscriber* also authorises *Ge-TS* to perform such conversion for *Subscriber's Message* on his behalf.
- The *Subscriber* acknowledges that the copyright, trademarks, and other intellectual property right including but not limited to all operating manuals and all other specifications, manuals and any applications or other materials belong to *Ge-TS*.
- All data sent by the *Subscriber* using *Ge-TS Services* shall belong to the *Subscriber* until such time as it is placed in the electronic mail box of the *Intended Recipient* or is otherwise delivered to the *Intended Recipient*.
- All data sent by the *Subscriber* and archived by *Ge-TS* shall be the property of both the originator and the recipient of the data except that if the data is not forwarded by *Ge-TS* to the *Intended Recipient* for whatever reason, in which case, the archive copy will remain the sole property of the originator.
- All information held by *Ge-TS* concerning any *Subscriber* or otherwise relating to the business of *Ge-TS* shall be the property of *Ge-TS*.
- Notwithstanding the ownership provided above or anything herein to the contrary, *Ge-TS* shall have the absolute right to delete or otherwise dispose of any data, save and except the electronic archives, store for more than sixty days in the system or other resources owned or provided by *Ge-TS*, including but not limited to any electronic mailbox provided by *Ge-TS* to the *Subscriber* in connection with the *Ge-TS Services*. The *Subscriber* has a duty to check his own data regularly, back up and otherwise protect his own data and *Ge-TS* shall not be liable for any loss of data by the *Subscriber*.
- Notwithstanding anything herein to the contrary, the *Subscriber* hereby expressly authorises *Ge-TS* to extract and use any part of the *Messages* submitted by the *Subscriber* in any one of the *Ge-TS Services* for the purpose of matching and verification against *Messages* submitted by the same *Subscriber* in another *Ge-TS Services* in such manner as *Ge-TS* considers fit for the provision of the *Ge-TS Services*.
- The *Subscriber* shall not publish or use *Ge-TS's* name, logos, trademark and other intellectual property publicity material without the prior written consent of *Ge-TS*.
- In the event that any one of the provisions contained in these terms and conditions should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in these terms and conditions shall not in any way be affected or impaired by such a finding.
- The failure or delay of either *Ge-TS* or the *Subscriber* to assert their rights under these terms and conditions shall not be construed as a waiver of any such rights. Any waiver or consent given by *Ge-TS* must be in writing and shall be effective only as to that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- All notices hereunder shall be in written and shall be sent by:
 - prepaid post to the address; or
 - sent by facsimile to the facsimile number; or
 - sent by electronic mail of the latest known address or facsimile number or electronic mail address of the receiving party. Such notices will be deemed to have been given as of the date it is delivered.
- Ge-TS* is entitled to transfer and/or assign all or any of its rights and obligations hereunder to any of its subsidiaries or associated companies from time to time without the consent of the *Subscriber*.
- The *Subscriber* shall not assign, transfer or sub-license all or any part of its right or obligations under these terms and conditions.
- These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administration Region and the *Subscriber* hereto agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administration Region
- In the event of a dispute between the *Subscriber* and any *Intended Recipient* or other third party on the *Messages* sent and received using *Ge-TS Services*, the archive copy of the *Message* kept by *Ge-TS* may be used in support of proof of the information sent or received by the *Subscriber* and/or the said *Intended Recipient* or third parties. The *Subscriber* hereby expressly authorises *Ge-TS* to disclose the archive copy to the Government, the courts of the Hong Kong Special Administrative Region or other competent courts, the *Intended Recipient* or relevant third parties or their legal advisers or relevant consultants.
- Notwithstanding anything herein to the contrary, upon termination of *Ge-TS Services*, *Ge-TS* shall refund within one month the deposit, which the *Subscriber* has made with *Ge-TS*, and any other money refundable after deduction of relevant payments due from the *Subscriber*. All the money refund should be payable to the name of the *Subscriber* specified in the *Ge-TS Registration Form* or any written amendments to the *Ge-TS Registration Form* made by the *Subscriber* and acknowledged by *Ge-TS*.
- All or any of the *Ge-TS Services* provided by *Ge-TS* to the *Subscriber* may be terminated by *Ge-TS* immediately without notice in the event that:
 - after seven (7) days from the issuance of reminder by *Ge-TS* to the *Subscriber* for the payment of the amounts the *Subscriber* owes to *Ge-TS* and the payment of such outstanding amount has not been received by *Ge-TS*;
 - the *Subscriber* is found to have made use of any of the *Ge-TS Services* for any unlawful activity which may result in a legal offence or may be violating *Ge-TS's* security system, including gaining unauthorised access to data which may constitute an offence under the Telecommunication Ordinance; or
 - the *Subscriber* is in breach of the terms and conditions herein or in the relevant *Ge-TS Registration Form* or any other agreement between *Ge-TS* and the *Subscriber*.
- The services described herein to be provided by *Ge-TS* to the *Subscriber* may be terminated by the *Subscriber* by giving notice in writing to *Ge-TS* in no less than 30 (thirty) days before such termination.
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