



**Terms and Conditions for Use of
Electronic Submission System of Official Receiver's Office
via Private Insolvency Practitioners Portal**

Interpretation

1. Unless otherwise expressly stated to the contrary, terms used herein bear the meanings as defined below:
 - a. **BU Account(s)** means Basic User Account(s), sub-sub-account(s) created under a PA Account or a SA Account with the ESS.
 - b. **Electronic Submission System** (or “ESS”) means the electronic system designated and used by the ORO for providing public services or information online to, and receiving information or documents from members of the public and PIP through the Internet, including the services provided thereunder.
 - c. **Government** means the Government of the Hong Kong SAR.
 - d. **Guideline** means the “Guidelines for User Registration of Electronic Submission System” (including any annexes attached) published by the ORO which may be updated and amended from time to time.
 - e. **Hong Kong SAR** means the Hong Kong Special Administrative Region of the People's Republic of China.
 - f. **OR** means the Official Receiver as defined in section 2 of the Bankruptcy Ordinance (Cap. 6).
 - g. **ORO** means the Official Receiver's Office of the Government including, where applicable, the OR.
 - h. **PA Account(s)** means Principal Administrator Account(s) registered by the PIP with the ESS.
 - i. **PIP** means the private insolvency practitioner.
 - j. **PIP Portal** means the portal of the ESS through which the ORO receives information or documents from the User.
 - k. **SA Account(s)** means Subsidiary Administrator Account(s), sub-account(s) created under a PA Account with the ESS.
 - l. **Terms and Conditions** mean these terms and conditions and the Guideline as from time to time amended and in force.

- m. **User** means a person registered as a user of the PIP Portal of the ESS with a PA Account, SA Account or BU Account in accordance with these Terms and Conditions.
- n. **Webpage** means the official webpage of the PIP Portal of the ESS which is used, *inter alia*, for updating these Terms and Conditions from time to time.

Services

- 2. The User requests the ORO to provide electronic services and the ORO, upon receiving the User's acceptance of these Terms and Conditions, agrees to provide electronic services through the ESS whereby the User is able to use the electronic services which the ORO provides through the ESS. The use of the electronic services shall at all times be governed by these Terms and Conditions as from time to time revised by the ORO.

Agreement to Terms and Conditions

- 3. The User agrees that the User has read and fully understood these Terms and Conditions before using the ESS. Access and use of the ESS constitutes unconditional acceptance of these Terms and Conditions as the same may be modified and/or supplemented from time to time in accordance with these Terms and Conditions.

User's Obligations

- 4. The User consents to the use of personal data (regardless of whether such personal data is provided for registration as a User of the ESS or was previously provided to the ORO) by the Government including but not limited to the ORO and other bureaux/departments of the Government for data comparison during registration, account management and regular checking to confirm the User's identity and eligibility for using the ESS.
- 5. The User who is a holder of "iAM Smart" account (as referred to in the "iAM Smart" User Terms of Use available at <https://www.iamsmart.gov.hk>) may use the User's "iAM Smart" account to register or login the ESS account as the User deems appropriate. In using the "iAM Smart" account to register or login the ESS account, the User gives permission for the ESS to access, collect and use his/her personal data in the "iAM Smart" system.
- 6. The User's ESS account is for the sole and exclusive use by the User. The User agrees that he or she shall not authorize any other person to access or operate the ESS account of the User, or use the User's "iAM Smart" account to register or login the ESS account of the User on the User's behalf.
- 7. The User must keep confidential the login name and password of the User's ESS account. Other than at the time of logging in the ESS account, the User would not be asked to provide the password of the ESS account of the User.
- 8. Any access to the ESS by successfully logging in the ESS account using the User's

login name and password shall be deemed to be made by the User. The User must log out from the account at the end of each session.

9. The User undertakes that the User shall use the ESS in accordance with these Terms and Conditions and for lawful purposes only. The User further undertakes that the User shall not in any way damage, interfere or impair the availability or accessibility of the ESS to any other Users. The User also undertakes not to use the ESS to obtain or attempt to obtain any materials, information, data or documents through any means not intentionally made available or provided for through the ESS.
10. Without prejudice to the generality of these Terms and Conditions, a User may not be able to use the ESS unless the User has acquired and made available the necessary computer hardware, software and communication links. For details, please refer to the detailed technical requirements for using the ESS at <https://ess-pip.oro.gov.hk>. 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 ORO shall not be responsible for any obligations, expenses or liabilities incurred or suffered by the User in connection therewith.
11. The information that a User supplies to the ORO via the ESS must be complete and accurate, with correct attachments if required. As far as contact details (including but not limited to email address, contact telephone number and contact address) are concerned, the User shall ensure that such information is up-to-date at all times. The ORO shall not be responsible or liable for any inaccuracy, mistake or false/outdated information so kept and/or submitted by the User.
12. A PIP must register an ESS account with the ESS before using the ESS via the PIP Portal. The PIP portal of the ESS accepts User registration on an individual basis only. There are three types of ESS accounts: the PA Account, the SA Account and the BU Account. An eligible person may apply to the ORO for registration of the PA Account. The PA Account User must be an individual authorized by an organization that the PA Account User is affiliated with. Once an application for registration of the PA Account is approved by the ORO, the PA Account User is allowed to create the SA Account(s) and BU Account(s) for an organization which the PA Account User is affiliated with in accordance with these Terms and Conditions. Upon making an application for registration of the PA Account by a person, the person unconditionally and irrevocably represents to the ORO that the person is authorized and has all the necessary authorities from the organization that the person is affiliated with to create the PA Account and any SA Account(s) and BU Account(s) and liaise with the ORO on all matters relating to the accounts. Any activity and/or transaction conducted through the ESS by the SA Account(s) or the BU Account(s) created under the PA Account shall be regarded as activity and/or transaction authorized by the PA Account User and the organization concerned.
13. The PA Account User shall take all necessary measures to ensure and procure that each User of SA Account(s) and BU Account(s) created under the PA Account is aware of and will comply with these Terms and Conditions. The ORO reserves the right to request the PA Account User to take any further actions, including but not limited to executing any deed of compliance and providing information, at the sole costs of the PA Account User, to ensure that every User of SA Account(s) and BU Account(s) created under the PA Account is aware of and complies with these Terms and Conditions. The PA Account User acknowledges that the PA Account User should take non-delegable duties and obligations to manage all of the SA Account(s)

and BU Account(s) created under the PA Account including but not limited to the duty to avoid any unauthorized use of the ESS or access to the accounts.

14. If a User knows or suspects that the login name or password of the User's account is or becomes known by any unauthorized third party, the User has a duty to inform the User(s) of the PA Account and/or the SA Account(s) under which the account is created. The PA Account User, the SA Account User and BU Account User shall have the joint and several obligations to take appropriate measures to avoid unauthorized access to their accounts and notify the ORO immediately at 2867 2448.

Availability of Services

15. While the ORO endeavours to have the ESS available at all times, the ORO makes no representations, warranties or guarantees that the User's access to the ESS will be uninterrupted, timely, secure or error free. The User should ensure that the User has other alternative means of undertaking urgent or time-sensitive transactions and obtaining information, if for any reason the ESS is unavailable. In no event shall the ORO be liable to any party for loss or damage whatsoever and howsoever incurred, in respect of all claims resulting from any delays and failure in transmission due to a breakdown or failure of communication facilities.
16. The ORO reserves the right to modify, vary, suspend, or discontinue any aspect of the ESS to the User at its sole discretion and without prior notice. The ORO shall not be liable to the User or any third party for any variation, suspension or discontinuance of the ESS.
17. The User acknowledges and agrees that in the circumstances where the User cannot gain access to the ESS for whatever reasons, the User is not relieved from any of the User's obligations under the Bankruptcy Ordinance (Cap. 6), the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) and their subsidiary legislations to send any document or provide any information to the OR.

Security

18. The User agrees and undertakes **not to use** the ESS to:
 - (a) upload, post, otherwise transmit or post links to any contents which are defamatory, offensive, unlawful, obscene, abusive, harmful, pornographic, threatening, tortious, or otherwise objectionable;
 - (b) upload, post, 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 the ESS and/or data areas which the User has not been authorized to use;
 - (d) access, collect or store personal data about other Users; and
 - (e) upload, post, otherwise transmit or post links to any promotional material, unauthorized advertising, chain letters, pyramid schemes or any unsolicited commercial communication.

19. The ESS scans all uploaded documents for viruses/malwares and may reject/quarantine any document where it suspects of being infected by viruses/malwares. However, each User must take precautions to ensure that the way the User accesses the ESS does not expose to the risk of viruses/malwares, malicious computer codes or other forms of interference that may damage the User's own computer system.
20. The ORO makes no warranty, express or implied, nor does it assume any legal liability or responsibility that the ESS, the server or any files available for downloading through the ESS are free of computer viruses or any other harmful components, defects, errors, infection, Trojan horses or any other script, program or code with contaminating or damaging properties.

Termination of User's account

21. The ORO shall have the right to suspend or terminate any User's account, at any time, with or without prior notice at the ORO's sole discretion.
22. If the PA Account User is no longer representing an organization or does not wish to remain registered as the PA Account User under the ESS or the organization which the PA Account User is affiliated with is going to discontinue/has discontinued its business, the PA Account User or the User's authorized representative should notify the ORO of the reasons in writing with supporting documents within ten working days as far as practicable. Such notification should be sent to ess-helpdesk@oro.gov.hk. For termination of a SA Account or BU Account, the PA Account User or any SA Account User of an organization concerned shall remove the account under the ESS. None of the SA Account and the BU Account of an organization can be used if all of its PA Accounts are terminated. **"Working day"** in this Clause is defined as any calendar day, excluding Saturdays and public holidays as defined in the Interpretation and General Clauses Ordinance (Cap. 1).

Limitation of Liability

23. The ORO makes no guarantee as to the accuracy and completeness of any information at all times.
24. The User acknowledges and agrees that any use or reliance upon any part of the ESS shall be at the User's sole risk. The User further acknowledges that the use of the ESS is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, whether express or implied.

Indemnity

25. The User agrees to indemnify the ORO against any losses, damages, costs, liabilities and expenses incurred by the ORO in relation to claims or disputes whatsoever or howsoever arising or derived from the User's use of, access to or any matters related to the ESS or the information or material contained on the ESS.
26. The ORO's failure or delay to exercise or enforce any right in these Terms and Conditions does not constitute a waiver on the part of the ORO to enforce such right.

Variation

27. The ORO may, in its sole discretion, unilaterally modify, suspend or discontinue any information or features on the ESS at any time, with or without notice, and without liability. These Terms and Conditions will continue to apply.
28. The ORO may, in its sole discretion, unilaterally modify and/or supplement these Terms and Conditions at any time and from time to time with or without any prior notice. Revised Terms and Conditions shall take effect immediately from the time when they are published and the continued use of the ESS will be deemed acceptance of the updated or amended terms. The User should visit the Webpage from time to time for the updated Terms and Conditions.

Non-assignment

29. The User's rights and obligations under these 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.

Severability

30. In the event that any provision of these Terms and Conditions or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal, voidable or otherwise howsoever unenforceable under any applicable laws of the Hong Kong SAR, such provision or such part of such provision shall be severed from these Terms and Conditions and rendered ineffective so far as possible without modifying the remaining provisions thereof.

Contracts (Rights of Third Parties) Ordinance

31. The User and the OR hereby declare that nothing in these Terms and Conditions confer or purport to confer on any third party any benefit or any right to enforce any term of these Terms and Conditions pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

Choice of Law and Jurisdiction

32. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong SAR. Any disputes arising or derived from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Hong Kong SAR.