



**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. **Affiliated Organization**, in relation to a PA Account User, means an organization in relation to which the PA Account User has provided an Authorization to the ORO. For the purposes of these Terms and Conditions, where a PA Account User has provided an Authorization from an Affiliated Organization to the ORO, the PA Account User is taken to be affiliated with the Affiliated Organization, and the Affiliated Organization is taken to be his or her Affiliated Organization. A PA Account User may be affiliated with more than one Affiliated Organizations.
 - b. **Authorization** means an authorization whereby (i) an Affiliated Organization authorizes a PA Account User to create and remove any SA Account and BU Account under the Affiliated Organization; and (ii) the PA Account User authorizes any SA Account Users and the BU Account Users under the Affiliated Organization (whether or not the accounts were created by the PA Account User) to access his or her Cases under the Affiliated Organization and to conduct any activity or transaction in relation to his or her Cases under the Affiliated Organization through the ESS.
 - c. **BU Account**, in relation to an Affiliated Organization, means a Basic User Account created by a PA Account User affiliated with the Affiliated Organization, or by an SA Account User under the Affiliated Organization, and **BU Account User** means the registered user of a BU Account. BU Account must be created under an Affiliated Organization, and BU Account User must be an employee of the Affiliated Organization or a person authorized by the Affiliated Organization to operate a BU Account under the Affiliated Organization.
 - d. **Cases (his or her Cases)**, in relation to a PA Account User, means bankruptcy proceedings and/or winding-up proceedings under which he or she is appointed as provisional trustee in bankruptcy or trustee in bankruptcy or provisional liquidator or liquidator (as the case may be), and **his or her Cases under the Affiliated Organization** means such Cases that the PA Account User is so appointed or acting in his or her capacity as an appointment taker of the Affiliated Organization, or the PA Account User has informed the ORO that he has allocated or re-allocated to the Affiliated Organization, and that the Affiliated Organization will provide or is providing administrative or secretarial support.

- e. **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.
- f. **ESS account** means a PA Account, SA Account or BU Account registered with the ESS.
- g. **Government** means the Government of the Hong Kong SAR.
- h. **Guideline** means the “Guidelines for User Registration of Electronic Submission System” (including any annexes attached) published by the ORO which may be updated, modified or amended from time to time.
- i. **Hong Kong SAR** means the Hong Kong Special Administrative Region of the People’s Republic of China.
- j. **OR** means the Official Receiver as defined in section 2 of the Bankruptcy Ordinance (Cap. 6).
- k. **ORO** means the Official Receiver’s Office of the Government including, where applicable, the OR.
- l. **PA Account** means a Principal Administrator Account registered by a PIP with the ESS and **PA Account User** means the PIP.
- m. **PIP** means a private insolvency practitioner.
- n. **PIP Portal** means the portal of the ESS through which the ORO receives information or documents from the User.
- o. **SA Account**, in relation to an Affiliated Organization, means a Subsidiary Administrator Account created by a PA Account User affiliated with the Affiliated Organization and **SA Account User** means the registered user of an SA Account. SA Account must be created under an Affiliated Organization, and SA Account User must be an employee of the Affiliated Organization or a person authorized by the Affiliated Organization to operate an SA Account under the Affiliated Organization.
- p. **These/The Terms and Conditions** mean these Terms and Conditions and the Guideline as from time to time updated, modified or amended and in force.
- q. **The User** means every person registered as a user of the ESS via the PIP Portal with a PA Account, SA Account or BU Account in accordance with these Terms and Conditions.
- r. **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.
- s. **“working day”** means any calendar day, excluding Saturdays and public holidays as defined in the Interpretation and General Clauses Ordinance (Cap. 1).

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. The use of the electronic services shall at all times be governed by these Terms and Conditions as from time to time updated, modified or amended by the ORO.

Agreement to Terms and Conditions

3. The User declares that he or she 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 from time to time updated, modified or amended by the ORO.

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 an ESS account as the User deems appropriate. By using the "iAM Smart" account to register or login an 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 his or her ESS account, or use his or her "iAM Smart" account to register or login an ESS account on his or her behalf.
7. The User must keep confidential the login name and password of his or her ESS account. Other than at the time of logging in his or her ESS account, the User would not be asked to provide the password of his or her ESS account.
8. Any access to the ESS by successfully logging in an 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 his or her ESS account at the end of each session.
9. The User undertakes that he or she shall use the ESS in accordance with these Terms and Conditions and for lawful purposes only. The User further undertakes that he or she 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, the User may not be able to use the ESS unless he or she 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. 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 the 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 supplied by the User or kept under the ESS.
12. The User must register an ESS account with the ESS before using the ESS via the PIP Portal. The registration is on an individual basis only. There are three types of ESS accounts: PA Account, SA Account and BU Account. A PIP may apply to the ORO for registration of a PA Account. A PIP must produce an Authorization from an Affiliated Organization before he or she may create SA Account(s) and BU Account(s) under the Affiliated Organization in accordance with these Terms and Conditions. Upon producing an Authorization from an Affiliated Organization, the PIP represents to the ORO that the PIP is authorized by the Affiliated Organization to create, and suspend any SA Account(s) and BU Account(s) under the Affiliated Organization and liaise with the ORO on all matters relating to the SA Account(s) and BU Account(s) under the Affiliated Organization (whether or not the accounts were created by the PIP) and that he or she has authorized the SA Account Users and the BU Account Users under the Affiliated Organization (whether or not the accounts were created by the PIP) to conduct any activity or transaction for his or her Cases under the Affiliated Organization. Any activity and/or transaction conducted through the ESS by PA Account User or any SA Account User or BU Account User under his or her Affiliated Organization shall be regarded as an activity and/or transaction authorized by the PIP (so far as relating to his or her Cases under the Affiliated Organization) and the Affiliated Organization.
13. A PA Account User shall take all necessary measures to ensure and procure that every SA Account User or BU Account User under his or her Affiliated Organization is aware of and will comply with these Terms and Conditions. The ORO reserves the right to request a 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 SA Account User or BU Account User under his or her Affiliated Organization(s) is aware of and complies with these Terms and Conditions. A PA Account User acknowledges that he or she has non-delegable duties and obligations to manage the SA Account(s) and BU Account(s) created under of his or her Affiliated Organization(s), including but not limited to the duty to avoid any unauthorized use of or access to the ESS or the ESS accounts.
14. If the User knows or suspects that the login name or password of his or her ESS account is or becomes known by any unauthorized third party or there is unauthorized access to his or her ESS account, the User shall have a duty to change the password of his or her ESS account immediately, inform the relevant Affiliated

Organization, the PA Account Users affiliated with the Affiliated Organization and/or the SA Account Users under the Affiliated Organization, and such PA Account Users or SA Account Users shall forthwith suspend the account and notify the ORO (Attention: Senior Insolvency Officer (Special Duties)) immediately in writing or by calling 2867 2448. Any activity and/or transaction conducted via an ESS account shall be regarded as activity and/or transaction conducted by the registered account user and authorized by the relevant PA Account User and the Affiliated Organization. In relation to an Affiliated Organization, the PA Account Users affiliated with the Affiliated Organization, the SA Account Users and BU Account Users under the Affiliated Organization shall have the joint and several obligations to take appropriate measures to prevent unauthorized access to their accounts under the Affiliated Organization.

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 he or she 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 the User or any third party for any loss or damages arising from any failure, error, unavailability, interpretation, suspension, discontinuance or breakdown of the ESS or the electronic services provided through the ESS.
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 loss or damages arising from any variation, suspension or discontinuance of the ESS or the electronic services provided through the ESS.
17. The User acknowledges and agrees that in the circumstances where he or she cannot gain access to the ESS for whatever reasons, the User is not relieved from any of his or her 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 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. The ORO shall not be liable to the User or any third party for any loss or damages arising from the use of, access to or downloading any files from the ESS and the server.

Termination of User's account

21. The ORO shall have the right to suspend or terminate any User's ESS account, at any time, with or without prior notice at the ORO's sole discretion.
22. (a) If a PA Account User is no longer affiliated with an Affiliated Organization, the PA Account User or the User's authorized representative shall notify the ORO (Attention: Senior Insolvency Officer (Special Duties)) of the same in writing with supporting documents as soon as practicable within ten (10) working days from the date of disaffiliation. Upon receipt of such notification, all the cases of such PA Account User, unless they are also the Cases of any other PA Account User under the Affiliated Organization, will not be accessible by any other PA Account User or SA Account Users or BU Account Users under the Affiliated Organization and no activity or transaction in relation to such PA Account User's Cases can be conducted by any other PA Account User or SA Account Users or BU Account Users under the Affiliated Organization through the ESS.

(b) If a PA Account User (i) is no longer holding any offices as set out in paragraph 12 of the Guideline; (ii) is no longer affiliated with any Affiliated Organization; (iii) is not willing to remain registered as a PA Account User; (iv) wishes to terminate the PA Account; or (v) if all the Affiliated Organizations that the PA Account User are affiliated with are going to discontinue/have discontinued their businesses, the PA Account User or the User's authorized representative shall notify the ORO (Attention: Senior Insolvency Officer (Special Duties)) of the same in writing with supporting documents as soon as practicable within ten (10) working days upon the occurrence of any or all of the aforesaid events. Upon receipt of such notification, the ORO will terminate the PA Account, whereupon all of the PA Account User's Cases will not be assessable by any User and no activity or transaction in relation to such PA Account User's Cases can be conducted by any User through the ESS.

(c) In relation to an Affiliated Organization, if an SA Account User or BU Account User cease to be an employee of the Affiliated Organization or cease to be authorized by the Affiliated Organization to operate the SA Account or the BU

Account, the PA Account User who is affiliated with the Affiliated Organization or any other SA Account User under the Affiliated Organization shall remove the account under the ESS. None of the SA Account and the BU Account under an Affiliated Organization can be used if all of the PA Account Users affiliated with the Affiliated Organization cease to be affiliated with the Affiliated Organization or cease to have a PA Account with ESS.

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 his or her 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 any claims or disputes whatsoever or howsoever arising or derived from his or her 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 update, modify or amend these Terms and Conditions at any time and from time to time with or without any prior notice. The Terms and Conditions so updated, modified or amended (“**Updated Terms and Conditions**”) shall take effect immediately from the time when they are published. The User’s continued use of the ESS will be deemed to constitute his or her acceptance of the Updated Terms and Conditions. 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.