



**Terms and Conditions for Use of
Electronic Submission System of Official Receiver's Office
via Public Portal for Creditors**

Interpretation

1. Unless otherwise expressly stated to the contrary, terms used herein bear the meanings as defined below:
 - a. **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, private insolvency practitioners and creditors through the Internet, including the services provided thereunder.
 - b. **Government** means the Government of the Hong Kong SAR.
 - c. **Hong Kong SAR** means the Hong Kong Special Administrative Region of the People's Republic of China.
 - d. **OR** means the Official Receiver as defined in section 2 of the Bankruptcy Ordinance (Cap. 6).
 - e. **ORO** means the Official Receiver's Office of the Government including, where applicable, the OR.
 - f. **Public Portal** means the portal of the ESS through which the ORO receives information or documents from the User.
 - g. **Terms and Conditions** mean these Terms and Conditions as may from time to time be updated, modified or amended and in force.
 - h. **User** means every person who uses the Public Portal of the ESS.
 - i. **Webpage** means the official webpage of the Public 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. The use of the electronic services shall at all

times be governed by these Terms and Conditions.

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 by the User of the ESS constitutes unconditional acceptance of these Terms and Conditions by the User.

User's Obligations

4. The User consents to the use of personal data (regardless of whether such personal data is provided for access to the ESS, use 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 the purposes set out in the Personal Information Collection Statement in the Public Portal of the ESS.
5. The User who is a holder of digital certificate issued by a recognized certification authority or 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 digital certificate or "iAM Smart+" account for digital signing purpose in the ESS.
6. The User shall not authorize any other person to access the ESS or operate the ESS account of the User, or use his or her digital certificate or "iAM Smart+" Account to sign electronic documents in the ESS on his or her behalf.
7. 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 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.
8. 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-public.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.
9. 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.

Payment

10. The prescribed fees (“**Prescribed Fees**”) stipulated in the Bankruptcy (Fees and Percentages) Order (Cap. 6C) and the Companies (Fees and Percentages) Order (Cap. 32C) apply to the filing of proof of debt on the ESS.
11. The User may settle the Prescribed Fees through the electronic payment gateway services on the ESS.
12. Once the Prescribed Fees have been settled through the ESS, payments shall be deemed received and are not refundable under any circumstances.

Availability of Services

13. 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, interruption, suspension, discontinuance or breakdown of the ESS or the electronic services provided through the ESS.
14. 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.
15. 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 or any requirements 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 ORO.

Security

16. 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.
17. 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 which 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.
18. 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.

Limitation of Liability

19. The ORO makes no guarantee as to the accuracy and completeness of any information at all times.
20. 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

21. 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 his or her use of, access to or any matters related to the ESS or the information or material contained on the ESS.
22. 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

23. 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 shall continue to survive.

24. 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 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 these Terms and Conditions so updated, modified, or amended. The User should visit the Webpage from time to time for the updated Terms and Conditions.

Non-assignment

25. 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.

Language

26. These Terms and Conditions have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

Severability

27. 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

28. 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

29. 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.