



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

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 and private insolvency practitioners 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 from time to time amended and in force.
 - h. **User** means any person (I) against whom the High Court of Hong Kong has made a bankruptcy order under Bankruptcy Ordinance (Cap. 6); and (II) who uses 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 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 access to 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 to confirm the User's identity and eligibility for using the ESS.
5. Account registration with the ESS is not required for the User. To gain access to the ESS via the Public Portal, the User is required to input the User's bankruptcy case number and details of the User's personal identification document. A one-time password will be generated and sent via SMS or email to the User's mobile phone number or email address, based on the User's selected preference at the login page, for confirmation of the User's identity and eligibility for using the ESS ("**Validation Process**"). The User consents to the ORO's use of the User's personal data for data comparison under the Validation Process.
6. The User acknowledges that the User has given the ORO an accurate and valid mobile number or email address for the purposes of accessing the ESS. The User acknowledges that any failure to give the ORO an accurate and valid mobile number or email address may result in restricted or unsuccessful access to or usage of the ESS. In the event of any changes to the User's mobile number or email address, the User is required to notify the ORO within 72 hours of the changes.
7. 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 "e-ME" Form Filling purpose from "iAM Smart" to gain access to the ESS. In using the "iAM Smart" account to gain access to the ESS, the User gives permission for the ESS to access, collect and use his/her personal data in the "iAM Smart" system.
8. The User agrees that the User shall not authorize any other person to access the ESS or operate the ESS account of the User, or use the User's "iAM Smart" Account to gain access to the ESS on the User's behalf.
9. The User shall keep confidential the User's bankruptcy case number, the details of

the User's personal identification document, and the one-time password. Any access to the ESS using the User's bankruptcy case number, the details of the User's personal identification document shall be deemed to be made by the User.

10. 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.
11. 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-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 and the ORO shall not be responsible for any obligations, expenses or liabilities incurred or suffered by the User in connection therewith.
12. The information that a User supplies to the ORO via the ESS must be complete and accurate. 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.

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 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 any 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.
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 variation, suspension or discontinuance of the ESS.
15. 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) or its subsidiary legislation 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, 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.

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 the User's own 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 the User's 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 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.

Language

25. 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

26. 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.

Choice of Law and Jurisdiction

27. 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.