

Services Registration Form 服務登記表



RFB-02

Please "X" the appropriate 請在適當方格"X"

Service Type 登記服務 ecTDEC - 報關易 ecEMAN - 船單易 ecCO - 產證易 ecDCP - 課稅易

PART A 甲部 - COMPANY / SUBSCRIBER INFORMATION 公司 / 登記人資料

Business Registration / Subscriber Hong Kong Identity Card No. ¹ 商業登記 / 登記人香港身份證號碼 ¹	Factory Registration No. 工廠登記號碼	DC Licence No. 應課稅品牌照號碼
Company / Subscriber Name 公司 / 登記人英文名稱	公司 / 登記人 中文名稱	
Declarant Address ² 聲明人 / 機構地址 ²	PO BOX is not allowed 不接受郵政信箱	Correspondence Address 通訊地址
	<input type="checkbox"/> Same as Declarant Address 與聲明人 / 機構地址相同	PO BOX is not allowed 不接受郵政信箱
Fiat Number, Floor, Block Number, Name of Building 大廈名稱, 座號, 樓層, 單位	Fiat Number, Floor, Block Number, Name of Building 大廈名稱, 座號, 樓層, 單位	
Name of Estate, Street and No. / Lot No. 地段號數 / 街道名稱及門牌號數, 屋邨名稱	Name of Estate, Street and No. / Lot No. 地段號數 / 街道名稱及門牌號數, 屋邨名稱	
Name of Town / District / Village 市鎮 / 地區 / 鄉村名稱	Name of Town / District / Village 市鎮 / 地區 / 鄉村名稱	
Hong Kong / Kowloon / New Territories 香港 / 九龍 / 新界	Country/Territory Code 國家 / 地區代碼	Hong Kong / Kowloon / New Territories 香港 / 九龍 / 新界
	Country/Territory Code 國家 / 地區代碼	

¹ If the "ecTDEC" registration is made in the name of an individual, the subscriber should provide Hong Kong Identity Card No. 若以個人名義登記「報關易」服務, 登記人必須提供香港身份證號碼。
² For Trade Declaration only. "Declarant address" is the address of the importer / exporter who declares the Trade Declaration. It will be sent to the Government in the TDEC message submitted. 只適用於進/出口報關。"聲明人 / 機構地址"為申報進 / 出口人士的地址, 並將進 / 出口報關信息發送時傳送給政府。

PART B 乙部 - PARTICULARS OF SERVICE REGISTRATION AUTHORISER 服務登記授權人資料

English Name 英文姓名	Mr./Ms./Mrs./Miss 中文姓名	先生/女士/太太/小姐	Position 職位
<input type="checkbox"/> Receive Billing Statement via this Email Address 以此電郵收取帳單	Email Address 電郵地址	Hong Kong Identity Card No. / Passport No. 香港身份證 / 護照號碼	

PART C 丙部 - PARTICULARS OF CONTACT PERSON 聯絡人資料

English Name 英文姓名	Mr./Ms./Mrs./Miss 中文姓名	先生/女士/太太/小姐	Office Tel. No. 辦公室電話號碼
<input type="checkbox"/> Receive Billing Statement via this Email Address 以此電郵收取帳單	Email Address 電郵地址	Fax No. 傳真號碼	Mobile No. 手提號碼
Other Billing Contact 其他收取帳單聯絡人	Email Address 電郵地址	Name 姓名	Tel. No. 聯絡電話

PART D 丁部 - PARTICULARS OF MESSAGE SIGNATORY(IES) 訊息簽署人資料

D.1 - "iAM Smart+" 「智方便+」			
English Name of Message Signatories 訊息簽署人英文姓名	Hong Kong Identity Card 香港身份證號碼	Type(s) of service to be Authorised 授權簽署服務	Signature 簽署
1		<input type="checkbox"/> ecTDEC <input type="checkbox"/> ecEMAN <input type="checkbox"/> ecCO <input type="checkbox"/> ecDCP	
2		<input type="checkbox"/> ecTDEC <input type="checkbox"/> ecEMAN <input type="checkbox"/> ecCO <input type="checkbox"/> ecDCP	

D.2 - Other e-Cert Type 其他電子證書種類

English Name of Message Signatories 訊息簽署人英文姓名	Hong Kong Identity Card / Passport No. 香港身份證 / 護照號碼	Apply e-Cert. ³ 申請電子證書 ³	Type(s) of service to be Authorised 授權簽署服務	Certificate Type 證書類別	Signature 簽署
1		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> ecTDEC <input type="checkbox"/> ecEMAN <input type="checkbox"/> ecCO <input type="checkbox"/> ecDCP	<input type="checkbox"/> HK Post: e-Cert (Personal 個人) <input type="checkbox"/> HK Post: e-Cert (Organization 機構) <input type="checkbox"/> Digi-Sign: ID-Cert (Personal 個人) <input type="checkbox"/> Digi-Sign: ID-Cert (Organization 機構)	
<input type="checkbox"/> Subscriber Reference No. 登記人參考編號 <input type="checkbox"/> Serial No. 證書序號					
2		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> ecTDEC <input type="checkbox"/> ecEMAN <input type="checkbox"/> ecCO <input type="checkbox"/> ecDCP	<input type="checkbox"/> HK Post: e-Cert (Personal 個人) <input type="checkbox"/> HK Post: e-Cert (Organization 機構) <input type="checkbox"/> Digi-Sign: ID-Cert (Personal 個人) <input type="checkbox"/> Digi-Sign: ID-Cert (Organization 機構)	
<input type="checkbox"/> Subscriber Reference No. 登記人參考編號 <input type="checkbox"/> Serial No. 證書序號					

³ For application of HKPOST e-Cert only, please also fill in the e-Cert application form and return to Brio. 只提供申請香港郵政的電子證書, 請填寫電子證書申請表格後提交給標奧。

PART E 戊部 - Payment Method 付款方式

The default payment method is set as pay by Cheque . You can select one of the following payment methods if necessary. 閣下之付款方式將會預設為 支票付款 , 如有需要, 閣下亦可選擇以下一種付款方式。 <input type="checkbox"/> Cheque 支票付款 <input type="checkbox"/> Direct Debit 直接付款 ⁴ <input type="checkbox"/> Direct Bank-in 入賬	⁴ If "Direct Debit" is your selected payment method, you are also required to complete the Direct Debit Authorisation form (RDD-01). 如閣下選擇付款方式為「直接付款」, 閣下必須填寫直接付款授權書 (RDD-01)。	Declaration by 應用方式 <input type="checkbox"/> End user software 軟件 <input type="checkbox"/> Web application 網上
DEPOSIT FOR GOVERNMENT CHARGE (HKD) 政府收費之按金 (港幣)	Cheque payable to 支票抬頭請寫 ecTDEC	Language indicator for receiving Government messages 接收政府訊息之語言選擇 <input type="checkbox"/> 中文(繁)/English <input type="checkbox"/> 中文(簡)/English <input type="checkbox"/> English If no language indicator is selected, "中文(繁)/English" will be set as default. 如語言選擇未有填寫, 將預設為"中文(繁)/English"
The Mode of Receiving Government initiated Message will be set to Platform of Service Provider as default. 預設接收政府訊息之方式為服務供應商平台。		

REQUIRED DOCUMENT CHECKLIST 所需文件清單	<input type="checkbox"/> Business Registration copy of the Company (for company registration use only) 公司之商業登記證副本 (以公司名義登記) <input type="checkbox"/> Hong Kong Identity Card / Passport copy of the subscriber/service registration authoriser and message signatory(ies) 登記人 / 服務登記授權人及訊息簽署人之香港身份證 / 護照副本 ⁴ <input type="checkbox"/> Dutiable Commodities licence copy (for ecDCP application use only) 應課稅品牌照副本 ("課稅易"申請適用) ⁴ If the "ecTDEC" registration is made in the name of an individual, the subscriber should provide Hong Kong Identity Card No. 若以個人名義登記「報關易」服務, 登記人必須提供香港身份證號碼。
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PART F 己部 - DECLARATION 聲明

We / I would like to subscribe for the above Brio Services and authorise message signatories specified above to sign message with a valid digital certificate issued by a recognised certification authority under the Electronic Transactions Ordinance (Cap.553) for and on behalf of our company / myself and confirm that the above information is true and correct. We / I have read, understand and hereby agree to be bound by the Terms and Conditions of Brio Services and the Terms and Conditions of Message Signatory. The Terms and Conditions are presented on Brio's website. 本公司 / 人現申請上述之「標奧服務」, 並授權上述之訊息簽署人以由《電子交易條例》(香港法例第 533 章)下的認可核證機關所發出之數碼證書代表本公司簽署有關訊息, 本公司 / 人亦確認上述資料真實無誤。本公司 / 人已閱讀、清楚明白及同意接受「標奧服務」之所有條款及細則及「訊息簽署人」之條款及細則(該條款及細則的本文詳列於標奧的網頁內)。

Signature of
Subscriber / Service Registration Authoriser
登記人 / 服務登記授權人簽署

Date (dd/mm/yy)
日期 (日日/月月/年年)

Company Stamp
公司蓋章

Brio Use Only

Effective Date: 01 May 2021

DR SR CR FD JN CB

Please return the completed form and the required documents to the following address by mail or by hand. 請填妥表格並連同所需文件郵寄或親身交回下列地址

Brio Electronic Commerce Limited
標奧電子商務有限公司

6/F, Leader Centre, 37 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
香港黃竹坑黃竹坑道37號利達中心6樓
Tel 電話: 2581 1111 Fax 傳真: 2581 1660 Website 網址: www.brio.com.hk

TERMS AND CONDITIONS OF BRIO ELECTRONIC COMMERCE LIMITED (BRIO) SERVICES

By signing any Registration Forms of Brio (Brio Registration Form) for use of one or more of the services from time to time provided by Brio (Brio Services), the person registered with Brio (Subscriber) confirms that he/she has read, understood and accepted the following Terms and Conditions under which the Subscriber will use the Brio Services.

- These Terms & Conditions shall come into effect and bind the Subscriber and payment of relevant registration fees, annual fees, charges by the Government of the Hong Kong Special Administrative Region (the HKSAR) (Government Charges), and deposits shall become due from the Subscriber to Brio upon the date of the relevant Brio Registration Form or the relevant service commencement date, whichever is later, and termination shall be subject to the provisions of the terms and conditions herein.
- These Terms & Conditions together with the other supplemental documents duly signed or accepted by the Subscriber in writing constitute the entire agreement between the Subscriber and Brio and supersede all other prior agreements and other prior communications between them. 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.
- Brio reserves the right in its absolute discretion to make changes to these Terms & Conditions provided Brio notifies the Subscriber at least 30 (thirty) days in advance of any such change taking effect. Thereafter the Subscriber shall be bound by the revised Terms & Conditions unless the Subscriber has elected to terminate the Brio Services under the provisions within the Terms & Conditions.
- Brio will validate all data transmitted by electronic means through Brio Services (Message) in terms of completeness, correctness and consistency, and may notify the Subscriber by sending an acknowledgment Message upon successful delivery of the Messages to the Intended Recipient in accordance with the relevant Implementation Instructions (if any) and other relevant specifications as Brio shall from time to time adopt.
- Brio will not pass on the Intended Recipient any Message which cannot be validated and Brio will notify the Subscriber if any Message is identified in his Message. The sending Subscriber has a duty to check any error notice received from Brio and resend the valid Message accordingly. Brio shall in no event be responsible for any loss or damage caused or occasioned by the sending Subscriber's failure to check the error notice.
- Where Brio Services are being used for the purposes of performing a business function involving a combination of Messages, Brio will match the information contained in such combination of Messages with the relevant Implementation Instructions (if any) and other relevant specifications as from time to time adopted by Brio. Brio will not pass such Messages to the Intended Recipients if a matching error occurs and, where appropriate, Brio will notify the sending Subscriber of the matching errors identified in the Messages concerned.
- If any Message sent using Brio Services is incorrectly transmitted by Brio, Brio will resend such Message without charge.
- Unless otherwise specified by Brio for any particular Brio Services, Brio will retain all Messages, sent through Brio and to the Subscriber in an electronic archive for 7 (seven) years from the time of receipt of the Messages by Brio.
- Subject to any agreement between Brio and the Subscriber to the contrary, Brio will provide Help Desk facilities during the service hours of the Brio Services to assist the Subscriber in resolving operational problems and general enquiries, or for the Subscriber to obtain general information relating to Brio Services.
- Brio will make reasonable efforts to provide Brio Services but Brio will have no liability for any delay or failure resulting from circumstances beyond its control.
- Brio will have no liability whatsoever 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.
- Brio will 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 complete records in accordance with the relevant Implementation Instructions.
- Brio 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 and/or recommendations of Brio.
- Brio's liability, if any, under these Terms & Conditions is limited in respect of each event or series of events connected with a total sum of HKD500 (Hong Kong Dollars Five hundred Only) of the total Brio charges paid by the Subscriber to Brio under the relevant terms and conditions herein during the last twelve-month period.
- By duly completing, signing and submitting a Brio Registration Form, the Subscriber has requested Brio to provide the specific Brio Service 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 Brio Service according to the Implementation Instructions.
- The Subscriber hereby authorises the Brio Services specified in the relevant Brio Registration Forms to severally use the specific Brio Service on behalf of the Subscriber.
- The Subscriber agrees to be bound by all actions of the Message Signatories and assume all liabilities (civil or criminal) of and incidental to the use of the specific Brio Services by the Message Signatories specified in the relevant Brio Registration Forms or as subsequently duly authorised.
- For access to the Brio Services the Subscriber shall provide the facilities at the Subscriber's own cost to meet the minimum configuration environment suggested by Brio from time to time. The configuration environment includes but is not limited to computer hardware, system software, communication device, facilities to access the internet and/or a telecommunications line from a public telecommunications provider.
- The Subscriber is required to use a log-on code and/or associated password to access Brio 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 will comply with the instructions, guidelines, notices and operational procedures etc. issued by Brio from time to time relating to the preparation, authentication and submission of Messages to the Intended Recipient in respect of specific Brio Services or relating to other activities connected with the use of the Brio 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 HKSAR (Government);
 - the Message standards which Brio may agree with the Intended Recipient, if applicable, the Government or relevant third parties from time to time for the structuring of Messages;
 - instructions on the use of electronic signatures on specific Messages where applicable, and/or other security services which Brio may agree with the Intended Recipient, (if applicable) the 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 Brio, the Intended Recipient, (if applicable) the Government or relevant third parties or other concerned party.
- The Subscriber shall pay the fees of Brio Service and any applicable Government Charges and any applicable third party fees in accordance with these 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 herein, of the amounts due to Brio; or alternatively, the Subscriber shall pay to the bank account nominated by Brio for other payment methods as specified in the terms and conditions herein.
- The Subscriber undertakes to pay the applicable Government fees and charges in the amount calculated on the basis set out in the relevant legislation of Hong Kong and any applicable third parties' fees and charges for and incidental to the particular Brio Services used by the Subscriber. Such amount payable to the Government shall, unless otherwise specified by Brio in respect of any particular Brio Services, be paid to Brio by the Subscriber, and then will be paid to Government by Brio on behalf of the Subscriber. Unless otherwise specified in the Brio 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 Brio Services.
- The Subscriber will indemnify Brio and keep Brio fully indemnified from and against all costs claims demands actions and liabilities arising directly or indirectly from a breach of these Terms & Conditions or any other default, negligence, acts or omissions on his part.
- The Subscriber's statutory responsibilities and liabilities under the relevant legislation of the HKSAR will continue to apply if he uses Brio Services to submit information to Government or any designated authorities as required under such legislation.
- If information is submitted to Government or any designated authorities using Brio Services, processing thereof will be subject to the rules and conditions of the relevant administrative system of Government or the designated authority receiving the information, and the Subscriber's liabilities for any administrative sanctions for malpractice will 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 Brio, for the purpose of discharging any relevant legal obligations, the Timestamp attached to an Message sent to Government through any Brio Services will be considered as the official date and time when such Message is received by Government. For the avoidance of doubt, the date and time of receipt of the Message by the Intended Recipient (Timestamp) in any other situations shall be the date and time when the Message is actually received by (the system or mailbox of) the Intended Recipient through the Brio Services. The Subscriber and Brio 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 will 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 Brio Services.
- The Subscriber undertakes to settle all charges and fees owed to Brio immediately upon termination of these Terms and Conditions for whatever reasons regardless of the normal billing cycle of such debt.
- The Subscriber shall advise Brio immediately of any changes to the information provided on the Brio Registration Form and of any changes of personal data and other information which the Subscriber has provided to his use of the Brio Services. In respect of any personal data or other information that the Subscriber has provided or is required to provide to the Government or any relevant third parties incidental to the use of the Brio Services, the Subscriber hereby agrees to the release of such information by the Government or the relevant third parties to Brio, provided that such information will be used by Brio for the same purpose that Government or the relevant third parties use the information.
- The Subscriber hereby authorises Brio to may convert the Message submitted by Subscribers through any Brio Service into data format required by or accessible to the Intended Recipients and/or other relevant third parties during data transmission. The Subscriber also authorises Brio to perform such conversion for Subscriber's Message on his behalf.
- The Subscriber shall pay Brio service fees including service fees, other appropriate Government Charges by cheque, direct bank-in to the bank account nominated by Brio and the Subscriber's nominated bank account before the due date. The amounts are to be calculated on the basis set out in the Schedule of Charges for the time being in force.
- At the time of registration for use of Brio Services, the Subscriber may, where applies:
 - Lodge a non-interest bearing, refundable deposit with Brio; or
 - Pay the appropriate charges for the first applicable period.
- For Subscribers 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 direct debit to submit Messages. Brio will reserve sufficient time for Brio to process the total sum of the net balance amount of the payment due from the Subscriber to Brio and the payment which Brio has received from the Subscriber for the settlement of the payment due from the Subscriber to Brio (Current Account Balance) of the Subscriber, plus an amount assigned by Brio to the Subscriber which Brio 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 Brio Services and other applicable Government Charges (Adequate Available Balance) before the Subscriber send a Message.
- If the Subscriber's Service Limit is reached, access to Brio Services by the Subscriber will be suspended until Brio receives payment from the Subscriber.
- In the event that Brio does not receive payment from the Subscriber on or before the due date, Brio may debit the Subscriber's deposit and credit the Subscriber's operating account with Brio with the amount due to Brio. Brio reserves the right to bank-in the amount or to debit the Subscriber's bank account after any such attempt, and pass on any additional bank charges incurred plus costs incurred by Brio in processing such events.
- Notwithstanding anything herein to the contrary, upon termination of Brio Services, Brio will refund within 30 (thirty) days the deposit and any other money refundable (after deduction or debit pursuant to this clause) directly to the Subscriber by, inter alia, drawing a cheque in the name of the Subscriber. Brio WILL NOT pay those sums to any third parties at the direction of the Subscriber and the Subscriber shall make its own arrangement to divert those sums if it so wishes. For the avoidance of doubt, no annual fees or other periodic fees received by Brio shall be refundable.
- The Brio Services, except those otherwise specified by Brio, will be accessible between the hours of 7 AM and 11 PM daily every day of the year or at such revised times as shall be advised by Brio from time to time for all or each of the Brio Services. Owing to the different nature of the different Brio Services, Brio may from time to time by notice specify different available time for each of the Brio Services.
- Without prejudice to any remedies available to the parties, the Subscriber and Brio shall attempt in good faith to resolve through negotiation any dispute in relation to the Brio Services and/or these Terms & Conditions.
- In the event of a dispute between the Subscriber and any Intended Recipient or other third parties on the Messages sent and received using Brio Services, the archive copy of the Message kept by Brio may be used in support of proof of the information sent or received by the Subscriber and/or the said Intended Recipient third parties. The Subscriber hereby expressly authorises Brio to disclose the archive copy to the Government, the Courts of the HKSAR or other competent courts, the Intended Recipient or relevant third parties or their legal advisers or relevant consultants.
- All or any of the Brio Services provided by Brio to the Subscriber may be terminated by Brio immediately without notice in the event that:
 - after 1 (one) month from the issue of statement by Brio for the payment of the amounts the Subscriber owes to Brio, Brio still has not received payment from the Subscriber in settlement of the amount due; or
 - the Subscriber is found to have made use of any of the Brio Services for any unlawful activities that may result in a legal offence or may be violating Brio's security system, including gaining unauthorised access to data transmitted which may constitute an offence under the Telecommunications Ordinance.
 - the Subscriber is in breach of the Terms and Conditions herein or in the relevant Brio Registration Forms or any other agreements between Brio and the Subscriber.
- The services described herein to be provided by Brio to the Subscriber may be terminated by the Subscriber giving notice in writing to Brio not less than 30 (thirty) days before such termination.
- Brio shall have the absolute rights to terminate the services described herein at any time by giving not less than 60 (sixty) days advance notice to the Subscriber.
- Termination of the services described herein to be provided by Brio to the Subscriber for whatever reason will not affect any rights or obligations of the Subscriber and Brio arising prior to termination and the provisions of these Terms & Conditions shall continue to bind the Subscriber and Brio so long as may be necessary to give effect to such rights and obligations.
- Upon termination of these Terms and Conditions for whatever reasons, Brio shall have the rights to permanently delete all data within the electronic mail box of the Subscriber except those to be archived in accordance with these Terms and Conditions.
- The Subscriber acknowledges that the copyright and other intellectual property rights in the documentation including all operating manuals and all other specifications, manuals or other material provided by Brio relating directly or indirectly to Brio Services belongs to Brio and/or to Brio's licensors. The Subscriber will also not publish or use Brio's name, logos, trademark and other intellectual property publicly material without the prior written consent of Brio.
- All data sent by the Subscriber using Brio 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 at which time it shall belong to such recipient.
- The archive data shall be the property of both the originator and the recipient of the data except that if the data is not forwarded by Brio to the Intended Recipient, for whatever reason, the archive copy will remain the sole property of the originator.
- All information held by Brio concerning any Subscriber or otherwise relating to the business of Brio shall be the property of Brio. Any necessary provisions of data privacy or other similar legislation that may be introduced from time to time will be adhered to by Brio.
- Notwithstanding the ownership provided above or anything herein to the contrary, Brio shall have the absolute right to delete or otherwise dispose any data store for more than 60 (sixty) days in the system or other resources owned or provided by Brio, including but not limited to any electronic mailbox provided by Brio to the Subscriber incidental to the Brio Services. The Subscriber has a duty to check his data regularly, back up and otherwise protect his own data and Brio shall not be liable for any loss of data by the Subscriber.
- Notwithstanding anything herein to the contrary, the Subscribers hereby expressly authorise Brio to extract and use any part of the Messages submitted by a Subscriber in any one of the Brio Services for the purpose of matching and verification against Messages submitted by the same Subscriber in another Brio Services in such manner as Brio considers fit for the provision of the Brio Services.
- The Subscriber hereby authorises Brio to ensure the confidentiality of Messages sent by a Subscriber using Brio Services and save and except otherwise authorised herein or in the applicable Brio Registration Form, Brio will not disclose the content of such Messages to any party other than the Subscriber, the Intended Recipient or the owner of the data or as required by the laws of or orders of the courts of the HKSAR.
- The Subscriber authorises Brio to capture and use all data information submitted by Brio users in relation to the use of Brio Services, save for validating and matching.
- Brio will take all appropriate steps to establish and maintain such procedural safeguards to protect the Messages received by Brio from accidental or intentional disclosure to unauthorised persons and from unauthorised modification.
- Brio shall observe the Personal Data (Privacy) Ordinance and procure all staff of Brio to comply with the requirements of the Ordinance.
- The Subscriber hereby authorises Brio 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 Brio in connection with any Brio Services;
 - the Government agency, authority, or other persons where such disclosure is required by law;
 - any person owing a duty of confidentiality to Brio, 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 Brio or transferee of Brio's rights or obligations.
- Save in respect for the above purposes, Brio shall not disclose the personal data to any third party (other than the Intended Recipient) without consent of the Subscriber.
- Brio shall restrict access to personal data to officers, employees, consultants and agents of Brio who have a need to know or use the data and who have been trained to handle such data and observe confidentiality properly.
- Brio will undertake to have in place at all times such security measures that are necessary to regulate the protection of the information, documentation and materials to keep secret and treat as confidential.
- Brio undertakes, if so requested by the Government, to execute the Government's separate confidentially undertaking in forms as the Government may prescribe with Brio's consent in writing and to procure each of its employees, agents, Associates, Associated Persons, sub-contractors and consultants to whom any confidential information requires to be disclosed to do so. Brio shall provide the original or certified true and correct copy of all such undertakings to the Government as may be required by the Government.
- Brio shall promptly notify the Government and give the Government all reasonable assistance in connection with any proceedings which the Government may institute against any such persons.
- Except in the manner and for such purposes as expressly provided in the Contract, Brio shall not use, interpret or manipulate any of the data and information held by Brio and/or sent through the System. Brio shall ensure that its employees, sub-contractors, and agents are aware of and fully comply with the terms and conditions.
- The personal data privacy policy shall survive the completion, expiry or termination of these terms and conditions (howsoever occasioned) and shall continue in full force and effect notwithstanding such completion, expiry or termination.
- The Subscriber shall have the right to request for access and correction of personal data held by Brio. Such requests should be in writing and addressed to the Privacy Compliance Officer of Brio. Brio may charge a reasonable amount of fee for handling such request for access or collection.
- Brio reserves the right in its absolute discretion to make changes to these Terms & Conditions provided Brio notifies the Subscriber at least 30 (thirty) days in advance of any such change taking effect. Thereafter the Subscriber shall be bound by the revised Terms & Conditions unless the Subscriber has elected to terminate the Brio Services.
- 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 & Conditions together with the other supplemental documents duly signed or accepted by the Subscriber in writing constitute the entire agreement between the Subscriber and Brio and supersede all other prior agreements and other prior communications between them. Each section herein shall be construed separately and notwithstanding that the whole or any part of any such section shall prove to be illegal or unenforceable the other sections of these Terms & Conditions shall continue in full force and effect.
- The failure or delay of either Brio or the Subscriber to assert their rights under these Terms & Conditions shall not be construed as a waiver of any such rights. Any waiver or consent given by Brio must be in writing and shall be effective only as to that instance and will not be construed as a bar to waiver of any right on any other occasion.
- Services tender shall be written and shall be sent by:
 - Prepaid post to the address; or
 - Sent by facsimile to the latest known facsimile number; or
 - Sent by electronic mail to the latest known electronic mail address of the receiving party. Such notices will be deemed to have been given as of the date it is delivered.
- These Terms & Conditions shall be subject to the law of the HKSAR and to the jurisdiction of courts.

Privacy Policy

Our Pledge

Brio Electronic Commerce Limited is committed to safeguarding your personal data confidential and shall ensure that our policies and practices comply with requirements of the Personal Data (Privacy) Ordinance (the “Ordinance”), and where possible, exceed the international recognized standards of personal data protection. Furthermore, we are also committed that our employees are in strict compliance with the most stringent regulations regarding security and confidentiality.

Security

All the personal data you provide to us is kept securely with restricted access by authorized personnel only. We strive to protect your company and/or personal data and adopt a range of security technologies and measures to prevent unauthorized access, use or disclosure.

Personal Information Collection Statement

As a customer of our company, it may be necessary for you to provide us with your personal data when you use our services and as required in the forms/documents in relation to our services. The types of personal data include but not limited to your company name, your name, address, email, fax number, telephone number and any other information you provide to us. If your personal data is incomplete or incorrect, we may not be able to provide services to you.

We are committed to keeping your personal data confidential at all times. Our policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of personal data will be in accordance with the Ordinance. The personal data that Brio collected about you and identifies you will be used to process electronic trading services for you, and will be disclosed and transferred to the Government or a third party appointed by Brio. Without your prior consent, we will not disclose your personal data to any persons or organizations.

We may use and retain the personal data you provided to us for the following purposes and for other purposes as may be agreed between you and us or required by law from time to time.

- provide our services to you;
- process your electronic trading services;
- perform normal management and operation of the services; and
- contact you if needed.

Access to and Correction of Personal Data

Under the Ordinance, you have the right to:

- check whether we hold any of your personal data;
- access your personal data held by us; and
- require us to correct any personal data which is inaccurate.

If you want to access and/or correct the personal data that you have provided to us, or if you want to ascertain our policies and practices in relation to personal data, please contact our Customer Services Officer (address: 6/F, Leader Centre, 37 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong, email: helpdesk@brio.com.hk, or hotline: (852) 2111 1611).

Brio Electronic Commerce Limited
標 奧 電 子 商 務 有 限 公 司

私隱政策聲明



服務承諾

標奧電子商務有限公司承

諾遵守《個人資料（私隱）條例》下有關管理個人資料的規定，保證會完全符合條例，並且在可能情況下超越國際認可的個人資料保障水平。我們同時承諾確保我們所有員工嚴格遵從保安及保密方面最嚴格的規定。

保安措施

您向我們提供的個人資料將獲妥善儲存，只有獲授權人士才可查閱。我們將致力保護您的公司及/或個人資料，並採取一系列的保安技術及措施以防止未經授權的進入、使用或披露。

收集個人資料聲明

您作為我們的顧客，在使用我們服務時填寫相關表格/文件，可能需要向我們提供您的個人資料，包括但不限於您的公司名稱、個人姓名、地址、電郵帳戶、傳真號碼、電話號碼及任何其他您向我們提交的資料。倘有關個人資料並不完整或不正確，我們便可能無法為您提供我們的服務。

我們承諾時刻將您的個人資料保密處理。我們有關收集、使用、保存、披露、轉移、保密及查閱個人資料的政策及常規均符合《個人資料（私隱）條例》規定。本公司在收集有關於您及可辨識您個人身份的資料後，在處理您的電子貿易服務時會向相關的政府部門或認可之第三方機構作出披露及轉移。在未得到您的事先同意前，我們不會向其他人士或機構披露所收集得關於您的資料。

我們可使用及保存您提供的個人資料以配合以下用途，和您與我們可能同意或法律不時要求的其他用途。

- 為您提供我們的服務；
- 辦理有關的電子貿易服務；
- 服務的正常管理及運作；以及
- 方便我們與您聯絡。

查閱及更正資料

根據有關條例，您有權：

- 查核我們是否持有您任何個人資料；
- 查閱我們持有的個人資料；以及
- 要求我們更正任何不正確的個人資料。

如欲查閱及/或更正我們所持有關於您的個人資料，或任何本公司私隱政策和實務方面的查詢，請聯絡我們的客戶服務主任（地址：香港黃竹坑黃竹坑道37號利達中心6樓，電郵：helpdesk@brio.com.hk，或電話：(852) 2111 1611）。

6/F, Leader Centre, 37 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
香港黃竹坑黃竹坑道37號利達中心6樓
Tel 電話: 2581 1111 Fax 傳真: 2581 1660 Website 網址: www.brio.com.hk