

Services Registration Form 服務登記表

Please "囙" the appropriate 請在適當方格 "囙"

Service Type 登記服務	<input type="checkbox"/> ecTDEC - 報關易	<input type="checkbox"/> ecEMAN - 艙單易	<input type="checkbox"/> ecCO - 產證易	<input type="checkbox"/> ecDCP - 課稅易
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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		<input type="checkbox"/> PO BOX is not allowed 不接受郵政信箱			
Flat Number, Floor, Block Number, Name of Building 大廈名稱, 座號, 樓層, 單位		Flat 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, 並將在進 / 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

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. 申請數碼證書	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"/> Serial No. 證書序號 <input type="checkbox"/> Subscriber Reference No. 登記人參考編號					
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"/> Serial No. 證書序號 <input type="checkbox"/> Subscriber Reference No. 登記人參考編號					

PART E 戊部 – BILLING 賬單事項

Billing Cycle 付款週期	Your default billing cycle is set as Monthly . You can select one of the following billing cycle types if necessary. 閣下之付款週期將會預設為 每月 。如有需要, 閣下亦可選擇以下一種付款週期。 <input type="checkbox"/> Monthly 每月 <input type="checkbox"/> Bi-weekly 每兩週 <input type="checkbox"/> Weekly 每週 <input type="checkbox"/> Daily 每日			Declaration by 應用方式 <input type="checkbox"/> End user software 軟件 <input type="checkbox"/> Web application 網上
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 ³ <input type="checkbox"/> Direct Bank-in 入賬 ³ If "Direct Debit" is your selected payment method, you are also required to complete the Direct Debit Authorisation form (RDD-01). ³ 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)。			
DEPOSIT FOR GOVERNMENT CHARGE (HKD) 政府收費之按金 (港幣)	Language indicator for receiving Government messages 接收政府訊息之語言選擇 The Mode of Receiving Government initiated Message will be set to Platform of Service Provider as default.	<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"		
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"/> Dutable 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。			

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 553 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確無誤。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/月/年) _____

Company Stamp
公司蓋章 _____

Brio Use Only				Effective Date: 4 March 2019	
DR	SR	CR	FD	JN	CB

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

By signing any Registration Forms of Brío (Brío Registration Form) for use of one or more of the services from time to time provided by Brío (Brío Services), the person registered with Brío (Subscriber) confirms that he/she has read, understood and accepted the following Terms and Conditions under which the Subscriber will use the Brío 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 Brío upon the date of the relevant Brío 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 Brío 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.
- Brío reserves the right in its absolute discretion to make changes to these Terms & Conditions provided Brío 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 Brío Services under the provisions within the Terms & Conditions.
- Brío will validate all data transmitted by electronic means through Brío 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 Brío shall from time to time adopt.
- Brío will not pass to the Intended Recipient any Message which cannot be validated and Brío will notify the sending Subscriber of any errors identified in his Message. The sending Subscriber has a duty to check any error notice received from Brío and resend the valid Message accordingly. Brío 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 Brío Services are being used for the purposes of performing a business function involving a combination of Messages, Brío will match the information contained in such Messages in accordance with the relevant Implementation Instructions (if any) and other relevant specifications as from time to time adopted by Brío. Brío will not pass such Messages to the Intended Recipients if a matching error occurs and, where appropriate, Brío will notify the sending Subscriber of the matching errors identified in the Messages concerned.
- If any Message sent using Brío Services is incorrectly transmitted by Brío, Brío will resend such Message without charge.
- Unless otherwise specified by Brío for any particular Brío Services, Brío will retain all Messages sent through Brío by and to the Subscriber in an electronic archive for 7 (seven) years from the time of receipt of the Messages by Brío.
- Subject to any agreement between Brío and the Subscriber to the contrary, Brío will provide Help Desk facilities during the service hours of the Brío Services to assist the Subscriber in resolving operational problems and general enquiries, or for the Subscriber to obtain general information relating to Brío Services.
- Brío will make reasonable efforts to provide Brío Services, but Brío will have no liability for any delay or failure resulting from circumstances beyond its control.
- Brío 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.
- Brío 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 copies of data sent using Brío Services.
- Brío 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 Brío.
- Brío's liability, if any, under these Terms & Conditions is limited in respect of each event or series of connected events to a total sum of HKD500 (Hong Kong Dollars Five Hundred Only) or the total sum of the amount paid by the Subscriber to Brío under the relevant terms and conditions herein during the last twelve-month period.
- By duly completing, signing and submitting a Brío Registration Form, the Subscriber has requested Brío to provide the specific Brío 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 Brío Service according to the Implementation Instructions.
- The Subscriber hereby authorises the Message Signatories specified in the relevant Brío Registration Forms to severally use the specific Brío 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) and of incidental to the use of the specific Brío Services by the Message Signatories specified in the relevant Brío Registration Forms or as subsequently duly authorised.
- For access to Brío Services, the Subscriber shall provide the facilities at the Subscriber's own cost to meet the minimum configuration environment suggested by Brío 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 Brío 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 Brío from time to time relating to the preparation, authentication and submission of Messages to the Intended Recipient in respect of specific Brío Services or relating to other activities connected with the use of the Brío 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 Brío 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 Brío 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 Brío, the Intended Recipient, (if applicable) the Government or relevant third parties or other concerned party.
- The Subscriber shall pay the fees of Brío 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 Brío, or alternatively, the Subscriber shall pay to the bank account nominated by Brío 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 Brío Services used by the Subscriber. Such amount payable to the Government shall, unless otherwise specified by Brío in respect of any particular Brío Services, be paid to Brío by the Subscriber, and then will be paid to Government by Brío on behalf of the Subscriber. Unless otherwise specified in the Brío 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 particular Brío Services.
- The Subscriber will indemnify Brío and keep Brío 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 Brío Services to submit information to Government or any designated authorities required under such legislation.
- If information is submitted to Government or any designated authorities using Brío 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 Brío, for the purpose of discharging any relevant legal obligations, the Timestamp attached to an Message sent to Government through any Brío 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 Brío Services. The Subscriber shall reserve sufficient time for Brío to process the Messages and Brío 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 Brío Services.
- The Subscriber undertakes to settle all charges and fees owed to Brío immediately upon termination of these Terms and Conditions for whatever reasons regardless of the normal billing cycle of such debt.
- The Subscriber shall advise Brío immediately of any changes to the information provided on the Brío Registration Form and of any changes of personal data and other information which the Subscriber has provided to Brío relating to his use of the Brío 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 Brío Services, the Subscriber hereby agrees to the release of such information by the Government or the relevant third parties to Brío, provided that such information will be used by Brío for the same purpose that Government or the relevant third parties use the information.
- The Subscriber hereby acknowledges that Brío may convert the Message submitted by Subscribers through any Brío 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 Brío to perform such conversion for Subscriber's Message on his behalf.
- The Subscriber shall pay Brío service fees including service fees, other appropriate Government Charges by cheque, direct bank-in to the bank account nominated by Brío, or direct debit on the Subscriber's nominated bank account on or before the due date. The amount due 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 Brío Services, the Subscriber may, where applies:
 - Lodge a non-interest bearing, refundable deposit with Brío; 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 Brío services to submit Messages.
- The total sum of the net balance amount of the payment due from the Subscriber to Brío and the payment which Brío has received from the Subscriber for the settlement of the payment due from the Subscriber to Brío (Current Account Balance) of the Subscriber, plus an amount assigned by Brío to the Subscriber which Brío 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 Brío Service and other applicable Government Charges (Adequate Available Balance) before the Subscriber send a Message.
- If the Subscriber's Service Limit is reached, access to Brío Services by the Subscriber will be suspended until Brío receives payment from the Subscriber.
- In the event that Brío does not receive payment from the Subscriber on or before the due date, Brío may debit the Subscriber's deposit and credit the Subscriber's operating account with Brío with the amount due to Brío. Brío reserves the right to bank-in the cheque or debit the Subscriber's bank account again after any successful attempt, and pass on any additional bank charges incurred plus costs incurred by Brío in processing such events.
- Notwithstanding anything herein to the contrary, upon termination of Brío Services, Brío 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 the Subscriber. Brío 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 Brío shall be refundable.
- The Brío Services, except those otherwise specified by Brío, 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 Brío from time to time for all or each of the Brío Services. Owing to the different nature of the different Brío Services, Brío may from time to time by notice specify different available time for each of the Brío Services.
- Without prejudice to any remedies available to the parties, the Subscriber and Brío shall attempt in good faith to resolve through negotiation any dispute in relation to the Brío 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 Brío Services, the archive copy of the Message kept by Brío 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 authorise Brío 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 Brío Services provided by Brío to the Subscriber may be terminated by Brío immediately without notice in the event that:
 - after 1 (one) month from the issue of statement by Brío for the payment of the amounts the Subscriber owes to Brío, Brío still has not received payment from the Subscriber in settlement of the amount due;
 - the Subscriber is found to have made use of any of the Brío Services for any unlawful activities that may result in a legal offence or may be violating Brío'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 Brío Registration Forms or any other agreements between Brío and the Subscriber.
- The services described herein to be provided by Brío to the Subscriber may be terminated by the Subscriber giving notice in writing to Brío no less than 30 (thirty) days before such termination.
- Brío 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 Brío to the Subscriber for whatever reason will not affect any rights or obligations of the Subscriber and Brío arising prior to termination and the provisions of these Terms & Conditions shall continue to bind the Subscriber and Brío so long as may be necessary to give effect to such rights and obligations.
- Upon termination of these Terms and Conditions for whatever reasons, Brío 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 Brío relating directly or indirectly to Brío Services belongs to Brío and/or to Brío's licensors. The Subscriber will also not publish or use Brío's name, logos, trademark and other intellectual property publicity material without the prior written consent of Brío.
- All data sent by the Subscriber using Brío 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 Brío to the Intended Recipient, for whatever reason, the archive copy will remain the sole property of the originator.
- All information held by Brío concerning any Subscriber or otherwise relating to the success of Brío shall be the property of Brío. Any necessary provisions of data privacy or other similar legislation that may be introduced from time to time will be adhered to by Brío.
- Notwithstanding the ownership provided above or anything herein to the contrary, Brío 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 Brío, including but not limited to any electronic mailbox provided by Brío to the Subscriber incidental to the Brío Services. The Subscriber has a duty to check his data regularly, back up and otherwise protect his own data and Brío shall not be liable for any loss of data by the Subscriber.
- Notwithstanding anything herein to the contrary, the Subscribers hereby expressly authorise Brío to extract and use any part of the Messages submitted by a Subscriber in any one of the Brío Services for the purpose of matching and verification against Messages submitted by the same Subscriber in another Brío Services in such manner as Brío considers fit for the provision of the Brío Services.
- The Subscriber hereby authorises Brío to ensure the confidentiality of Messages sent by a Subscriber using Brío Services and save and except otherwise authorised herein or in the applicable Brío Registration Form, Brío 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 Brío to capture and use all data information submitted by the Subscriber in relation to the provision of Brío Services and will not attempt to manipulate the content of any Message sent by Subscribers, save for validating and matching.
- Brío will take all appropriate steps to establish and maintain such procedural safeguards to protect the Messages received by Brío from accidental or intentional disclosure to unauthorised persons and from unauthorised modification.
- Brío shall observe the Personal Data (Privacy) Ordinance and procure all staff of Brío to comply with the reasonable standards of confidentiality.
- The Subscriber hereby authorises Brío 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 Brío in connection with any Brío Services;
 - the Government agency, authority, or other persons where such disclosure is required by law;
 - any person owing a duty of confidentiality to Brío, 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 Brío or transferee of Brío's rights or obligations.
- Save and except for the above purposes, Brío shall not disclose the personal data to any third party (other than the Intended Recipient) without consent of the Subscriber.
- Brío shall restrict access to personal data to officers, employees, consultants and agents of Brío who have a need to know or use the data and who have been trained to handle such data and observe confidentiality properly.
- Brío will undertake to have in place at all times such security measures that are necessary to protect the information, documentation and materials to keep secret and treat as confidential.
- Brío undertakes, if so requested by the Government, to execute the Government's separate confidentiality undertaking in forms as the Government may prescribe with Brío'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. Brío shall provide the original or certified or duly authenticated copy of all such undertakings to the Government as may be required by the Government.
- Brío 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, Brío shall not use, interpret or manipulate any of the data and information contained in the Messages sent by or for and/or sent through the System. Brío 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 Brío. Such requests should be in writing and addressed to the Privacy Compliance Officer of Brío. Brío may charge a reasonable amount of fee for handling such request for access or collection.
- Brío reserves the right in its absolute discretion to make changes to these Terms & Conditions provided Brío 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 Brío 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 Brío 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 Brío 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 Brío 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.
- All notices hereunder 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

We are 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.

Cookies

When you visit our website(s), we will record your visit only and will not collect any personally identifiable information (i.e. information that is about you and identifies you) from you unless otherwise stated.

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 visitor of our website(s) or as a customer of our company, it may be necessary for you to provide us with your personal data when you apply to us and/or continue to subscribe with us for a service and/or product. The types of personal data include but not limited to your company name, your name, address, email, fax number, telephone number and any others information you provide to us. If your personal data is incomplete or incorrect, we may not be able to set up an account and provide services to you.

We are committed to keep 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 is about you and identifies you will be used to process electronic trading services for you, and will be disclosed and transferred to 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.

- set up your account in Brio;
- process your electronic trading services;
- perform normal management, operation and maintenance of the services; and
- maintain and on-going service improvement.

Cookies

Cookies or any other technologies used in our website(s) will not be deployed for collecting personally identifiable information. Cookies can save you from registering again when re-visiting a website and are commonly used to track your preferences in relation to the subject matter of the website. You may refuse to accept Cookies by modifying the relevant Internet options or browsing preferences of your computer system, but to do so you may not be able to utilize or activate certain available functions in our web site(s).

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).

私隱政策聲明



服務承諾

我們承諾遵守《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。

Cookies

在瀏覽本網站之時，除非另有說明，否則我們只會記下您曾經到訪，而不會收集任何可辨識個人身份的資料（即關於您及可用於辨識您身份的資料）。

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

您作為我們網站的瀏覽者或顧客，在向我們申請及/或繼續使用我們服務及/或產品時，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開設帳戶，及無法提供我們的服務。

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。

- 在本公司開設帳戶；
- 處理您的電子服務；
- 服務的正常管理、運作及保養；以及
- 維持或改善網站運作。

Cookies

本網站任何部分所使用的 Cookies 或其他技術，並非用於收集可辨識個人身份的資料。Cookies 可免除您每次瀏覽網站時重新登記的麻煩，並通常用於追蹤您瀏覽網站時的喜好。您如不希望接受 Cookies，可以修改有關互聯網選項或您電腦系統的瀏覽選項，但您可能因此無法使用本網站的部份功能。

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；
- 查閱我們持有您的個人資料；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)。