

SUBSCRIBER TERMS AND CONDITIONS OF BANK-CERT (PERSONAL)
IMPORTANT: READ CAREFULLY

The Postmaster General as represented by the Hong Kong Post Office ("HKPost") and the Applicant of a Bank-Cert, intending to be legally bound, agree as follows:-

1. The Bank-Cert Certification Practice Statement ("CPS") governs the issuance of Bank-Cert (Personal) ("Bank-Cert") and certification services provided by HKPost. The CPS is publicly accessible at the HKPost web site at <http://www.hongkongpost.gov.hk>.
2. By submitting the Bank-Cert Application Form, the Applicant confirmed that he/she has read and understood these Terms and Conditions and has had full notice of the obligations and liabilities of the Subscribers and Relying Parties as set out in the CPS.
3. These Terms and Conditions incorporate the CPS, constitute the entire Subscriber Agreement referred to in the CPS between HKPost and the Applicant and supersede all prior or contemporaneous agreements or understanding between HKPost and the Applicant regarding the issuance of Bank-Certs.
4. By submitting the Bank-Cert Application Form and its receipt by HKPost, the Applicant:-
 - a) agrees to pay HKPost the appropriate fee in respect of the issue of an Bank-Cert unless such fee has been waived by HK Post in writing;
 - b) agrees to be bound by (i) these Terms and Conditions; and (ii) the provisions of the CPS;
 - c) agrees that the use of the private key and the Bank-Cert is solely at the Subscriber's own risk;
 - d) agrees that HKPost does not give any implied or express warranties in relation to the keys and Bank-Certs issued by HKPost;
 - e) acknowledges that if he/she does not discharge his/her responsibilities as set out in these Terms and Conditions and the CPS properly or at all, the Applicant may become liable to pay HKPost and/or other persons (including Relying Parties) damages in respect of liabilities or loss and damage they may incur or suffer in consequence;
 - f) agrees to undertake the obligations to protect the confidentiality (i.e. keep it secret) and the integrity of their private key using reasonable precautions to prevent its loss, disclosure, or unauthorised use;
 - g) agrees to report any loss or compromise of his/her private key immediately upon discovery of the loss or compromise and/or of any circumstance in which an Bank-Cert should be revoked;
 - h) acknowledges that he/she will accept the Bank-Cert and become the Subscriber in accordance with these Terms and Conditions and the provisions of the CPS within 30 days upon being notified of the content of the Bank-Cert and issued with an Bank-Cert;
 - i) agrees that the Postmaster General may limit his/her liability and/or that of HKPost for negligence and/or breach of contract as set out in the CPS and/or the Bank-Certs issued by HK Post; and
 - j) agrees that the Postmaster General may appoint either further agents or sub-contractors to perform his obligations under this Subscriber Agreement.
5. The Applicant, and as the Subscriber upon acceptance of the Bank-Cert issued to him/her, warrants (promises) to HKPost and represents to all other relevant parties (and in particular Relying Parties) that during the operational period of the certificate the following facts are and will remain true:
 - a) no other person has had access to his/her private key;
 - b) all information and representations made by him/her included in the Bank-Cert are true; and
 - c) the private key and Bank-Cert are used exclusively for authorised and legal purposes, and in a manner that will not infringe any third party rights.
6. In accordance with the CPS, HKPost is responsible for the use of a trustworthy system to:-
 - a) issue and publish certificates in a timely manner;
 - b) notify an Applicant of a rejection of his/her application;
 - c) notify an Applicant of the approval of his/her application and how his/her Bank-Cert may be retrieved;
 - d) revoke an Bank-Cert and publish Certification Revocation Lists in a timely manner; and
 - e) notify Subscribers of the revocation of his/her Bank-Cert.
7. The Subscriber undertakes to pay HKPost a Subscription Fee for each subscription period as specified in the CPS. The Subscription Fee shall be paid before the commencement of each subscription period unless being waived by HKPost. HKPost reserves its absolute right to review and determine the Subscription Fee from time to time and will notify the Subscribers and the public at the HKPost web site <http://www.hongkongpost.gov.hk>.
8. If any terms, or any part of any terms, of these Terms and Conditions are found by any court to be illegal, void or unenforceable they shall be severed and deleted, but this shall not affect the validity and enforceability of the remaining terms, or remaining part of any terms, of these Terms and Conditions.
9. These Terms and Conditions shall be governed by and construed in accordance with the laws of HKSAR and each party agrees to submit to the exclusive jurisdiction of the Courts of HKSAR.
10. Where there is a conflict of interpretation of wording between the English and Chinese versions of this agreement, the English version shall prevail.
11. The submission of the Application Form for Bank-Cert and its receipt by HKPost will not guarantee that it will be accepted. If it is rejected, the Applicant will be notified. If your Bank-Cert Application Form is accepted the Applicant will be bound by these Terms and Conditions as well as the provisions of the CPS.

資料重要：務請細閱
銀行證書(個人)之《登記人條款及條件》

香港郵政署長由香港郵政署(香港郵政)代表與申請人達成擬受法律約束之協議如下：

1. 銀行證書核證作業準則(準則)就香港郵政簽發的銀行證書(個人)(銀行證書)及其核證服務作出規管。準則公開登載於香港郵政網頁(網址：<http://www.hongkongpost.gov.hk>)，任何人士均可在網上瀏覽。
2. 在申請人遞交銀行證書申請表格時，申請人即已確認讀畢並明白本條款及條件的內容，且亦對準則加諸登記人及倚據證書人士之義務及法律責任完全知悉。
3. 本條款及條件連同準則合為準則內所指香港郵政與申請人之間的整份《登記人協議》，取代以往或現有與發出銀行證書有關之任何協議或諒解協定。
4. 申請人遞交銀行證書申請表格並獲香港郵政認收，即表示申請人：
 - a) 同意就銀行證書的簽發向香港郵政繳付適當的費用，惟得到香港郵政以書面通知可獲豁免則除外；
 - b) 同意受(i)登記人條款及條件，以及(ii)核證作業準則之條款約束；
 - c) 同意一切有關私人密碼匙及銀行證書之使用風險概用登記人獨自承擔；
 - d) 同意香港郵政從無就其簽發之私人密碼匙或銀行證書作出任何隱含或明示的保證；
 - e) 承諾如未有妥善履行或不曾履行本《登記人條款及條件》以及準則內所載義務，即或須對任何人士或機構由此而造成之損失及損毀賠償香港郵政及/或其他人士(包括倚據證書人士)；
 - f) 承諾採取合理之預防措施，對其私人密碼匙之機密性(守秘不宣)及完整性全面保密，以免有所丟失、洩露或遭人盜用；
 - g) 承諾一旦發現私人密碼匙有任何丟失或外洩，以及出現銀行證書應予撤銷的情況時，馬上作出通報；
 - h) 承諾於獲發銀行證書並得悉證書內容起計30日內接受銀行證書並根據本條款及條件成為登記人；
 - i) 同意香港郵政署長及/或香港郵政就疏忽及/或違反準則及/或香港郵政銀行證書上所訂條款的法律責任可以是有限的；以及
 - j) 同意香港郵政署長可以指定代理人或分包商代其履行本登記人協議所載之義務。
5. 一旦取得香港郵政簽發銀行證書並接受該證書而成為登記人之申請人，向香港郵政保證(作出承諾)，並向其他有關人等，尤其是倚據證書人士表明，下開俱為事實並將在證書應用期間繼續真確：
 - a) 私人密碼匙從無披露予其他人；
 - b) 證書上的一切資料及聲明均真確無偽；以及
 - c) 私人密碼匙及證書只作經授權之合法用途，第三者之權益絕不會在使用時受到侵犯。
6. 根據本準則，香港郵政有確保系統可靠的下述義務：
 - a) 依時發出及公布證書；
 - b) 通知申請人申請受拒；
 - c) 通知申請人申請獲准以及提取證書的手續；
 - d) 撤銷證書並依時公布證書撤銷清單；以及
 - e) 通知登記人證書被撤銷。
7. 登記人承諾在每個有效年期起始日之前，支付香港郵政按準則所載的登記費用，惟獲香港郵政豁免者除外。香港郵政對有關費用的最終金額保留不時修訂的絕對權利；費用一經調整，即於香港郵政網頁(網址：<http://www.hongkongpost.gov.hk>)公布，讓登記人及公眾人士有所知悉。
8. 若本協議之任何條款或任何條款之任何部分遭法庭指為非法、無效或不可執行而須中止或刪除，協議內其餘條款或條款中其餘部分之有效性及可執行性將不受影響。
9. 本登記人條款及條件之管限及詮釋受制於香港特別行政區之法律。協議各方同意接受香港特別行政區法院司法管轄權的管轄。
10. 本協議中英文本措詞註譯若有歧異，則以英文本為準。
11. 香港郵政收下申請人交來的申請表格並不表示申請一定獲准。如申請被拒，申請人將接通知。申請一經獲准，申請人即受本協議及準則列明之條款約束。