

Digi-Sign Certification Services Limited Application Form for Personal ID-Cert

(For use by Tradelink Customers only)

電子核證服務有限公司 個人身份數碼證書申請表 (只適用於貿易通客戶)



Name in English (as appeared on HKID Card / Passport) 英文姓名(香港身份證 / 護照之姓名)		Name in Chinese 中文姓名	Mr. / Mrs. / Ms. / Miss 先生 / 太太 / 女士 / 小姐
Please choose an identity document to be produced and fill in the appropriate box. 請選擇閣下將提供之身份證明文件，並在適當格內填上有關資料。			
HKID No. (please attach copy) 香港身份證號碼(請附上副本)		Passport No. (If applicable) (please attach copy) 護照號碼(如適用)(請附上副本)	Passport Issuing Country (If applicable) 護照簽發國家(如適用)
E-mail address for contact purpose 供聯絡之電郵地址		Date of Birth 出生日期	dd-mm-yyyy 日/月/年
Contact Telephone No. / Mobile / Pager 聯絡電話號碼 / 流動電話 / 傳呼機			
Correspondence Address 通訊地址			
		(District) (地區)	HK / KLN / NT 香港 / 九龍 / 新界

Agreement and Declaration by Subscriber 登記人之協議及聲明

- I hereby apply for a Personal ID-Cert to be issued by Digi-Sign Certification Services Limited ("Digi-Sign") in my name as appeared on my HKID Card (or Passport) stated above.
本人在此向電子核證服務有限公司(Digi-Sign)申請以上述本人香港身份證(或護照)上之姓名簽發個人身份數碼證書。
- I have been given a copy of the Subscriber Terms and Conditions (For Tradelink Sponsored Subscriber) and understand that the Certification Practice Statement in respect of ID-Cert ("CPS") is available at Digi-Sign's website www.dg-sign.com. I have read and understood the Subscriber Terms and Conditions (For Tradelink Sponsored Subscriber) and the CPS. In consideration of the processing of my application by Digi-Sign, I agree to observe and be bound by the Subscriber Terms and Conditions (For Tradelink Sponsored Subscriber) and the provisions of the CPS.
本人已收到一份登記人條款及細則(貿易通贊助登記人適用)，並明白有關身份數碼證書之核證作業準則乃詳列於電子核證服務有限公司(www.dg-sign.com)網頁內。本人已閱讀、明白登記人條款(貿易通贊助登記人適用)及電子核證準則。鑑於電子核證服務有限公司考慮本人之申請，本人同意受登記人條款(貿易通贊助登記人適用)及細則，以及核證作業準則的約束。
- I acknowledge the absolute right of Digi-Sign to approve or reject my application pursuant to the CPS.
本人知悉電子核證服務有限公司有絕對權力根據核證作業準則批准或拒絕本人之申請。
- I confirm that all my personal particulars stated above are true and correct.
本人確認上述之個人資料真實及正確。
- I hereby AUTHORISE Tradelink Electronic Commerce Limited ("Tradelink") and Digi-Sign, to from time to time release my personal data respectively kept by Tradelink and Digi-Sign to each other for the purposes of or incidental to verifying my identity, facilitating my application and my using ID-Cert in any Tradelink Services, including but not limited to my :-
本人在此授權貿易通電子貿易有限公司(貿易通)及電子核證服務有限公司，隨時交換本人之個人資料，以作為核實本人身份、辦理申請，以及使用身份數碼證書於任何貿易通服務，這些資料包括但並不局限於本人之：
(a) copy of identity card or passport and any data appeared thereon
身份證或護照副本及其上之一切資料
(b) specimen signature
簽名樣本
(c) contact telephone numbers
聯絡電話
(d) e-mail addresses
電郵地址
- I understand my personal data provided above shall be used by Digi-Sign in accordance with Digi-Sign's "Privacy Policy Statement – Digi-Sign Certification Services Limited" which is available at www.dg-sign.com.
本人明白上述所提供之個人資料，電子核證服務有限公司乃根據私穩政策聲明而使用，有關聲明詳列於電子核證服務有限公司(www.dg-sign.com)網頁內。

For Internal Use 貿易通專用

Key Request No.:

Signature of Subscriber

登記人簽署

Date of Application

申請日期

PLEASE SUBMIT THIS AUTHORISATION FORM AND HKID / PASSPORT COPY TO "11/F & 12/F, Tower B, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, Hong Kong"

請寄回此授權表格及身份證/護照副本至 "香港葵涌和宜合道 63 號麗晶中心 B 座 11 及 12 樓"

DIGI-SIGN HOTLINE 查詢熱線 2917 8833

表格編號
D026 / F

DIGI-SIGN CERTIFICATION SERVICES LIMITED
SUBSCRIBER TERMS AND CONDITIONS
(FOR TRADELINK SPONSORED SUBSCRIBER)

電子核證服務有限公司
登記人條款及細則
(貿易通贊助登記人適用)

1. THE CPS

By signing (physically or electronically by a valid ID-Cert as permitted by Digi-Sign) the Subscriber Application form (which shall, throughout this Subscriber Terms and Conditions, include paper or electronic application forms for issuance of new ID-Cert or renewal of existing ID-Cert), the Subscriber confirmed that he has read, understood this Subscriber Terms and Conditions and have full notice of the obligations and liabilities upon the subscribers and relying parties as set out in the Certification Practice Statement (CPS) which is available on the Digi-Sign website: <http://www.dg-sign.com> and Digi-Sign's office. The Subscriber has further agreed to be bound by the Subscriber Terms and Conditions and the provisions of the CPS.

The ID-Cert and certification services provided by Digi-Sign are governed by the CPS. This Subscriber Terms and Conditions incorporates the CPS. The CPS forms part of and shall for all purposes be deemed to be part of this Subscriber Terms and Conditions. The Subscriber undertakes to read the CPS regularly to take note of any amendments made to the CPS from time to time by Digi-Sign.

This Subscriber Terms and Conditions with the CPS incorporated forms the Subscriber Agreement referred to in the CPS and other related documents.

2. TERMS OF AGREEMENT

By signing Subscriber Application Form and accepting the ID-Cert to be issued to the Subscriber, the Subscriber:

- Agrees to be bound by (i) this Subscriber Terms and Conditions, and (ii) the provisions of the CPS, as may be amended from time to time, which govern the use of the keys and ID-Cert issued by Digi-Sign;
- Agrees that the use of the private key and ID-Cert is solely at the Subscriber own risk;
- Agrees that no implied or express warranties are given by Digi-Sign in relation to the keys and ID-Cert issued by Digi-Sign;
- Agrees to indemnify Digi-Sign fully for loss to any person or organization arising from the failure to protect the security and integrity of the Subscriber private key and ID-Cert or any breach non-observance or non-compliance of the terms and conditions of the CPS or this Subscriber Terms and Conditions;
- Accepts responsibility to protect the security and integrity of the Subscriber private key, including not permitting another person to access the Subscriber private key;
- Further undertakes that, in the event of the Subscriber private key or ID-Cert being compromised, or suspected to have been compromised, the Subscriber shall immediately notify Digi-Sign as well as other subscribers and parties with whom the Subscriber exchanges information, or executes transactions using the Subscriber key pair and ID-Cert; and
- Agrees to use the Subscriber private key and ID-Cert solely and strictly for lawful purposes, and will not infringe third party rights.

3. WARRENTY

By signing the Subscriber Application Form and in consideration of Digi-Sign considering the Subscriber Application, the Subscriber warrants to Digi-Sign that:

- True, complete and accurate information has been provided in the Subscriber Application;
- Digi-Sign will be notified of any change to the information provided in the Subscriber Application as soon as such change occurs;
- The Subscriber has read and understood this Subscriber Terms and Conditions and the CPS.

4. OPERATIONAL

Digi-Sign:-

- Shall not be responsible for the contents of any transmission, message, contract adopted by or signed by the Subscriber using keys and ID-Cert provided by Digi-Sign;
- Shall not be responsible for the use of the Subscriber private key and ID-Cert by the Subscriber;
- Shall publish the Subscriber public key and ID-Cert in the Digi-Sign Certificate Directory;
- Reserves its absolute right to amend the provisions of the CPS from time to time; and
- Further reserves its absolute right to revoke key and ID-Cert where (i) Digi-Sign suspects a compromise of the Subscriber key or ID-Cert, or (ii) such compromise is proven, or (iii) Digi-Sign is properly requested to do so under the CPS.

For the avoidance of doubt, there is nothing herein which constitutes any agreement or promise to issue an ID-Cert to the Subscriber pursuant to the Subscriber Application. Digi-Sign will process the Subscriber Application. Digi-Sign reserves its absolute right to consider the Subscriber Application and to refuse to issue an ID-Cert to the Subscriber without giving any reason.

5. FEES AND CHARGES

The Subscriber undertakes to pay Digi-Sign a Subscription Fee for each subscription period of two years, three years or otherwise as specified in the CPS (without prejudice to the right of Digi-Sign to refuse issuance of a new ID-Cert as provided by the CPS). Unless being waived by Digi-Sign, the Subscription Fee shall be paid in advance before the commencement of each subscription period. The amount of Subscription Fee shall from time to time be determined by Digi-Sign and paid in such manner as from time to time specified by Digi-Sign. Digi-Sign reserves its absolute right to review and determine the Subscription Fee and will notify the Subscriber and the Public through its website mentioned herein.

Upon signing this Subscriber Application Form, the Subscriber shall pay to Digi-Sign a sum equal to the Subscription Fee/Renewal Fee charged by Digi-Sign at the date of the Subscriber Application Form. The sum shall not be refundable save and except as provided herein. Should the Subscriber Application be approved by Digi-Sign, such sum shall be applied to settle the Subscription Fee/Renewal for the subscription period of the ID-Cert to be issued. The sum shall be refunded to the Subscriber in full should the Subscriber Application be refused by Digi-Sign.

Provided that if the Subscriber is an organization applying for Organizational ID-Cert (new application or renewal), the Subscriber shall also upon signing this Subscriber Application Form pay to Digi-Sign a Verification Fee in such sum as separately notified by Digi-Sign. Such Fee shall be applied towards, inter alia, conducting company search, business registration search or other verification procedure Digi-Sign considers appropriate. The Verification Fee shall not be refundable irrespective of the outcome of the Subscriber Application.

6. TRADELINK SPONSORSHIP

Notwithstanding anything herein to the contrary, the Subscriber acknowledges that the Subscription Fees for the ID-Cert have been sponsored and paid by Tradelink Electronic Commerce Limited ("Tradelink") on behalf of the Subscriber. In consideration thereof, the Subscriber undertakes not to use the ID-Cert for any Government Services provided by any parties other than Tradelink or Digi-Sign unless such Government Services is not available from either Tradelink or Digi-Sign. The Subscriber agrees and hereby authorizes Digi-Sign to revoke the ID-Cert immediately if the Subscriber ceases to be authorized (i.e. ceases to be a message signatories) to use Tradelink Services on behalf of at least one Subscriber for existing Tradelink Services.

7. JURISDICTION

This Subscriber Terms and Conditions shall be governed by the law of the Hong Kong Special Administration Region and according to the jurisdiction of the courts of the Hong Kong Special Administrative Region.

一. 核證作業準則

在簽署(在紙張表格上簽署或以有效的身份數碼證書作出的電子簽署)身份數碼證書申請表(在本登記人條款及細則中,「申請表」均包括申請簽發新的身份數碼證書或申請更新現有的身份數碼證書的紙張或電子表格)時,登記人確認他已閱讀及明白此登記人條款及細則,以及完全知悉核證作業準則附諸於登記人及倚據證書人士之義務及法律責任。該份核證作業準則詳列於電子核證服務有限公司網頁(http://www.dg-sign.com)及可於電子核證服務有限公司之辦公室找到。登記人亦同意接受此登記人條款及細則及核證作業準則之條款約束。

電子核證服務有限公司所提供的身份數碼證書(ID-Cert)及核證服務受核證作業準則規管。此登記人條款及細則包括核證作業準則。核證作業準則是在任何情況下被視為本條款及細則一部份。登記人應詳閱核證作業準則,及留意電子核證服務有限公司將來就核證作業準則提出的各項修改。

核證作業準則及有關文件中所提及之登記人協議書是指此登記人條款及細則及已包括在內之核證作業準則。

二. 協議的條款

在登記人簽署身份數碼證書申請表及接受身份數碼證書(ID-Cert)時,登記人即:

- 同意受到(i) 登記人條款及細則,及(ii) 核證作業準則之現時版本及將來之修訂版本內關於使用電子核證服務有限公司所簽發的身份數碼證書及密碼匙之條款約束;
- 同意使用身份數碼證書及密碼匙的風險完全由登記人承擔;
- 同意電子核證服務有限公司並沒有為所簽發之身份數碼證書及密碼匙給予任何明示或隱含的保證;
- 同意若登記人違反或不遵守核證作業準則及本登記人條款及細則,未能保存身份數碼證書及私人鑰匙的保安及完整,因而對任何人士或機構造成損失,須對電子核證服務有限公司作出全面賠償;
- 接受保存私人鑰匙的保安及完整的責任,包括禁止其他人士取用登記人之私人鑰匙;
- 保證若登記人之私人鑰匙外洩或懷疑被外洩,登記人需立即通知電子核證服務有限公司,及其他與登記人以身份數碼證書及密碼匙交換資料或交易之人士和團體;
- 同意在絕對合法的情況下使用密碼匙及身份數碼證書,將不會侵害第三者的權益。

三. 保證

在登記人簽署身份數碼證書申請表及因應電子核證服務有限公司考慮登記人申請,登記人對電子核證服務有限公司保證:

- 已提交的申請文件內所有資料乃真實而正確的;
- 若申請文件內的資料已經變改,當立即通知電子核證服務有限公司;
- 登記人已閱讀及明白本登記人條款及細則及核證作業準則。

四. 操作方面

電子核證服務有限公司:

- 無須對於由登記人使用電子核證服務有限公司所簽發的身份數碼證書及密碼匙簽署的傳送、訊息及合約之內容負任何責任;
- 無須對登記人所有的身份數碼證書及私人鑰匙之使用負任何責任;
- 可隨時把登記人的公開密碼匙及身份數碼證書發佈在電子核證服務有限公司的電子證書目錄;
- 保留對核證作業準則各條文作出修改的絕對權利;及
- 會就(i) 電子核證服務有限公司懷疑密碼匙及身份數碼證書外洩 或(ii) 外洩已被證實或(iii) 電子核證服務有限公司根據核證作業準則已適當地接到要求而撤銷該等密碼匙及身份數碼證書(ID-Cert)保留絕對權利。

為避免混淆,謹此聲明本條款及細則之內容並不構成任何協議或承諾按照登記申請向登記人發出身份數碼證書。電子核證服務有限公司將會處理登記申請。電子核證服務有限公司保留絕對權利對考慮登記申請及拒絕簽發身份數碼證書予登記人而毋須給予任何解釋。

五. 費用

登記人承諾支付每個核證作業準則註明為期兩年,三年或其他有效年期的登記費/更新費(並不妨礙電子核證服務有限公司根據核證作業準則拒絕簽發新身份數碼證書之權利)。除非得到電子核證服務有限公司之豁免,申請費用須在有效年期開始前繳交。申請費用款額及繳交方法由電子核證服務有限公司隨時予以修訂。電子核證服務有限公司對將來的申請費用款額之決定及修訂保留絕對權利,並會把該等修訂透過上述之網站通知登記人及公眾。

在登記人簽署身份數碼證書申請表的同時,登記人需向電子核證服務有限公司繳交與登記費/更新費同等的費用。除非本文訂明,該等費用將不獲退還。若已批核登記申請,該款額會全數用作清繳即將發出的身份數碼證書有效年期所需之登記費/更新費。當登記/更新申請被拒絕時,該等費用將全數退回予登記人。若登記人是以機構名義申請機構身份數碼證書(新申請或更新申請),登記人需在簽署本登記人協議的同時,向電子核證服務有限公司繳交其訂下之查証費用。該等費用將會用於公司查冊、商業登記查冊或其他電子核證服務有限公司認為適當的查証。無論登記申請批核與否,該等費用均不予退回。

六. 貿易通贊助

不論是否與其他條款及細則有抵觸,登記人承認有關身份數碼證書之登記費由貿易通電子貿易有限公司(「貿易通」)贊助及代為支付。因此,登記人承諾不會在貿易通或電子核證服務有限公司以外的服務供應商所提供的政府服務中使用有關的身份數碼證書,除非貿易通及電子核證服務有限公司均沒有提供該等政府服務。登記人同意並在此授權電子核證服務有限公司在登記人終止被最少一位貿易通的現有客戶授權代為使用貿易通服務時[即不再作為訊息簽署人]立即撤銷有關身份數碼證書。

七. 司法管轄

本登記人條款及細則受制於香港特別行政區之法律及受香港特別行政區法院管轄。

本條款及細則中文譯本祇供參考,若中文譯本與英文版本之文義有異,蓋以英文版本為準。