

附註 Note

(i) 電子證書（個人）“互認版”只會發出予十八歲或以上人士。e-Cert (Personal) with “Mutual Recognition” Status will only be issued to persons aged 18 or above.

(ii) 你可選擇不在電子證書內載入任何電郵地址。如你的電郵地址戶口支援為電郵加上數碼簽署，你可選擇在你的電子證書內載入該電郵地址，以使用此等數碼簽署功能。詳情請向你的互聯網供應商查詢。You may choose not to include any e-mail address in your e-Cert. If your e-mail address account supports digital signing of e-mail, you may choose to include that e-mail address in your e-Cert for signing e-mail. Please check with your Internet Service Provider (ISP) for details.

(iii) 申請人須親身前往任何一間郵政局，遞交申請表及登記費用；並同時進行當面確認身分的手續。The Subscriber is required to submit the application form and subscription fees **IN PERSON** at any post office where a face-to-face authentication of the Subscriber's identity will be conducted.

(iv) 電子證書的有效期由其製作日期起計。The e-Cert validity period will start on the date the e-Cert is generated.

(v) 聯絡我們 : 電話 : 2921 6633 電郵 : enquiry@eCert.gov.hk 傳真 : 2775 9130 郵遞 : 東九龍郵政局信箱 68777 號香港郵政核證機關
Contact us : Tel : 2921 6633 Email : enquiry@eCert.gov.hk Fax : 2775 9130 Mail : Hongkong Post Certification Authority, Kowloon East Post Office Box No. 68777
網址 : www.eCert.gov.hk
Website : www.eCert.gov.hk

Subscriber Terms and Conditions of e-Cert (Personal) with “Mutual Recognition” Status Important: Read Carefully

The Hong Kong Post Office (“HKPost”) as represented by the Postmaster General and the Applicant of Hongkong Post e-Cert (“e-Cert(s)”), intending to be legally bound, hereby agree as follows:

1. The Certification Practice Statement (“CPS”) governs the issuance of e-Certs and certification services provided by HKPost. The CPS is publicly accessible at the HKPost website at <http://www.eCert.gov.hk>.
2. By submitting the e-Cert Application Form, the Applicant confirms to have read and understood these Terms and Conditions and have full notice of the obligations and liabilities of the Subscribers and Relying Parties as set out in the CPS.
3. HKPost has designated the e-Cert (Personal) with Mutual Recognition Status to participate in the mutual recognition scheme under the Mutual Recognition Arrangement. For the specific certificate types with mutual recognition status and the verification method of these certificate types, please refer to the official trust list published by the Economic and Information Commission of Guangdong Province to confirm whether the certificate types have valid mutual recognition status and their validity period. A copy of the entries is also maintained in the trust list of the DPO for reference.
4. These Terms and Conditions, together with the CPS, constitute the entire Subscriber Agreement referred to in the CPS between HKPost and the Applicant, and supersedes all prior or contemporaneous agreements or understanding between HKPost and the Applicant regarding the issuance of e-Certs.
5. A Subscriber is an Applicant who: (i) is named or identified in the e-Cert as the person to whom the e-Cert is issued; (ii) has accepted that e-Cert; and (iii) holds a Private Key which corresponds to a Public Key listed in that e-Cert.
6. By submission of the e-Cert Application Form and its receipt by HKPost, the Applicant:
 - a) agrees to pay HKPost the appropriate fee in respect of the issuance of the e-Cert unless such fee has been waived by HKPost 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(s) and the e-Cert(s) is at the sole risk of the Subscriber;
 - d) agrees that HKPost does not give any implied or express warranties in relation to the Private Key(s) and e-Cert(s) issued by HKPost;
 - e) acknowledges that if he/she/it does not discharge his/her/its responsibilities as set out in these Terms and Conditions and the CPS properly or at all, he/she/it 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) undertakes to protect the confidentiality and the integrity of his/her Private Key by using reasonable precautions to prevent its loss, disclosure, or unauthorised use;
 - g) undertakes to report any loss or compromise of his/her/its Private Key(s) immediately upon discovery of the loss or compromise and/or of any circumstance in which the e-Cert(s) should be revoked;
 - h) agrees to be forfeited the use of any Private Key embedded on his/her Hong Kong Identity Card (“HKID”) in case his/her HKID is seized by the Immigration Department or other law enforcement agencies under the laws of the Hong Kong Special Administrative Region of the People's Republic of China (“HKSAR”), and that HKPost and the Government of the HKSAR shall be under no liability to him/her in respect of any such event;
 - i) authorises the publication of the e-Cert(s) to any other person or in the HKPost repository and accepts the e-Cert(s) to be issued;
 - j) 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, these Terms and Conditions, and/or the Private Key(s) and/or the e-Cert(s) issued by HKPost; and
 - k) agrees that the Postmaster General may further appoint either agents or sub-contractors to perform his/her obligations under the CPS and/or these Terms and Conditions.
7. The Applicant, and as the Subscriber upon acceptance of the e-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 e-Cert the following facts are and will remain true:
 - a) no other person has had access to the Private Key;
 - b) all information and representations made by him/her/it that are included in the e-Cert are true; and
 - c) the Private Key and e-Cert are used exclusively for authorised and legal purposes, and in a manner that will not infringe any third party rights.
 - d) the Applicant shall ensure that the certificates are valid and unrevoked before electronic signatures are generated.
8. In accordance with the CPS, HKPost is responsible for the use of a trustworthy system to:
 - a) issue and publish e-Cert(s) in a timely manner;
 - b) notify an Applicant of the rejection of his/her/its application;
 - c) notify an Applicant of the approval of his/her/its application and how his/her/its e-Cert can be retrieved;
 - d) revoke an e-Cert and publish Certificate Revocation Lists in a timely manner; and
 - e) notify a Subscriber of the revocation of his/her/its e-Cert.
9. 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 in writing. HKPost reserves its absolute right to review and determine the Subscription Fee from time to time and will publish the Subscription Fee via the HKPost website at <http://www.eCert.gov.hk> for the information of the Subscribers and the public.
10. 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.
11. These Terms and Conditions shall be governed by and construed in accordance with the laws of HKSAR. The parties agree to submit to the exclusive jurisdiction of the Courts of HKSAR.
12. The submission of the e-Cert Application Form and its receipt by HKPost do not guarantee approval of the application. If the application is rejected, the Applicant will be notified of the rejection. If the application is approved, the Applicant shall be bound by these Terms and Conditions as well as the provisions of the CPS.

電子證書（個人）“互認版”的 《登記人條款及條件》 重要資料：務請細閱

由香港郵政署長代表的香港郵政署（“香港郵政”）與香港郵政電子證書（“電子證書”）的申請人擬達成以下協議並接受法律約束：

1. 《核證作業準則》（“《準則》”）規管香港郵政簽發電子證書及提供核證服務事宜。《準則》載於香港郵政網頁（網址：<http://www.eCert.gov.hk>），供公眾人士查閱。
2. 申請人遞交電子證書申請表格，即確認已閱讀並明白本條款及條件，且完全知悉《準則》所列的登記人及倚據人士的義務及法律責任。
3. 香港郵政已指定電子證書（個人）“互認版”參與《粵港兩地電子簽名證書互認辦法》下的證書互認計劃。有關真互認資格的特定證書類別及這些證書類別的互認識別方法，請參閱廣東省經濟和信息化委員會發布的官方信任列表，以確定證書類別是否真互認資格及其有效期。數字政策辦公室亦會在其信任列表存有相關的資料的副本，以供參考。
4. 本條款及條件連同《準則》構成《準則》所描述香港郵政與申請人訂立的整份《登記人協議》，並取代香港郵政與申請人所有先前或現時有效並關乎發出電子證書的協議或諒解協定。
5. “登記人”指符合以下說明的申請人：(i)電子證書指名或識別為獲發給該電子證書的申請人；(ii)已接受該電子證書的申請人；及(iii)持有與該電子證書內所列的公開密碼匙對應的私人密碼匙的申請人。
6. 申請人遞交電子證書申請表格並由香港郵政收妥，即：
 - a) 同意就電子證書的簽發向香港郵政繳付適當費用，除非有關費用獲香港郵政以書面豁免；
 - b) 同意受(i)本條款及條件及(ii)《準則》條文的約束；
 - c) 同意有關使用私人密碼匙及電子證書的風險全由登記人承擔；
 - d) 同意香港郵政從未就香港郵政簽發的私人密碼匙及電子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條款及條件以及《準則》內列明的責任，則或須就香港郵政及/或其他人（包括倚據人士）因此而招致或蒙受的法律責任或損失及損害，向其支付損害賠償；
 - f) 承諾採取合理預防措施，保護其私人密碼匙的機密性（即予以保密）及完整性，以免丟失、外泄或遭人擅自使用；
 - g) 承諾一旦發現私人密碼匙有任何丟失或外泄，以及/或出現電子證書應予撤銷的情況時，立即作出通報；
 - h) 同意倘其香港身份證遭入境事務處或其他執法機關根據中華人民共和國香港特別行政區（“香港特區”）法例沒收，則放棄使用任何載於其香港身份證內的私人密碼匙，而香港郵政及香港特區政府無須就任何此等情況對申請人負上任何責任；
 - i) 批准將電子證書向任何其他人公布或在香港郵政儲存庫內公布，並接受將予發出的電子證書；
 - j) 同意香港郵政署長可局限他/她及/或香港郵政因疏忽及/或違反《準則》、本條款及條件、及/或香港郵政所簽發私人密碼匙及/或電子證書內列明的合約而引致的法律責任；以及
 - k) 同意香港郵政署長可以指定其他代理人或分包商履行其在《準則》及/或本條款及條件下的義務。
7. 申請人（並於接受向其簽發的電子證書時成為登記人），向香港郵政保證（承諾）並向所有其他有關各方（尤其是倚據人士）表述，下開事實在電子證書有效期間俱屬真確並將保持真確：
 - a) 任何其他人均不能取用其私人密碼匙；
 - b) 電子證書內由其提供的一切資料及作出的申述均為屬實；以及
 - c) 私人密碼匙及電子證書只用作經授權及合法的用途，而使用方式不會侵犯任何第三者權益；
 - d) 申請人在使用電子證書進行電子簽名時，應確保該證書沒有過期或被撤銷。
8. 根據《準則》，香港郵政有責任使用可靠的系統以：
 - a) 及時發出及公布電子證書；
 - b) 通知申請人其申請被拒；
 - c) 通知申請人其申請獲批及如何提取其電子證書；
 - d) 撤銷電子證書並及時公布“電子證書撤銷清單”；以及
 - e) 通知登記人其電子證書被撤銷。
9. 登記人承諾向香港郵政支付《準則》所指明的每個登記使用期的登記費用。登記費用須於每個登記使用期開始前支付，除非獲香港郵政以書面豁免。香港郵政保留絕對權利不時檢討及釐定登記費用，並於香港郵政網頁（網址：<http://www.eCert.gov.hk>）公布，讓登記人及公眾人士有所知悉。
10. 若本條款及條件的任何條文或任何條文的任何部分被法庭裁定為非法、無效或不可執行，則其將被分割及刪除，但此並不影響本條款及條件的其餘條文或任何條文的其餘部分的有效性及可執行性。
11. 本條款及條件受香港特區法律管限，並按香港特區法律詮釋。協議各方同意接受香港特區法院的專有司法管轄權管轄。
12. 香港郵政收到申請人遞交的電子證書申請表格，並不保證申請會被批准。如申請被拒，申請人將接獲通知。如申請獲批，申請人須受本條款及條件以及《準則》條文的約束。