

New Application / Renewal Form for Hongkong Post Bank-Cert (Bank) Certificate

Note:

- (1) Before completing this application, please read the "Certificate Subscriber Agreement" (**Annex 1**) attached to this application and the "Certification Practice Statement" which can be downloaded from Hongkong Post's website www.eCert.gov.hk.
- (2) Please complete this application in English block letters, except where information in Chinese is requested.
- (3) The Licensed Bank specified in the application form will be the Subscriber of a Hongkong Post Bank-Cert (Bank) certificate. Neither the Authorised Representative nor the Authorized Unit will become the Subscriber.
- (4) Before submitting this application, please make reference to the "document checklist" (**Annex 2**) to confirm that all the necessary documents are prepared.
- (5) Please put a "✓" in the boxes below and complete the sections of this application as indicated.

Please select your application type:

Action to be applied for (Put a "✓" in the box)	Sections of this application to be completed
<input type="checkbox"/> Only New Application	A, B & C
<input type="checkbox"/> New and Renewal Application	A, B, C & D
<input type="checkbox"/> Only Renewal Application (Authorised Representative remains unchanged)	A, B & D
<input type="checkbox"/> Only Renewal Application (Authorised Representative is changed)	A, B & D

- (6) The Authorised Representative is required to submit the application with relevant documents **IN PERSON** at premises designated by HKPost where a face-to-face authentication of the Authorised Representative's identity will be conducted.
- (7) The Authorised Representative may choose to submit the renewal application by mail to Kowloon East Post Office Box No. 68777, Hongkong Post Certification Authority, if his/ her identity has been authenticated in a past application of the Subscriber Licensed Bank at the designated HKPost premises. Apart from the supporting documents as stated in "Document Checklist" (Annex 2), **the Authorised Representative is also required to submit his/ her copy of the HKID card or passport with his/ her signature, together with the renewal application form.**
- (8) If the Authorised Representative for this application is different from the Authorised Representative who has submitted a previous application, the new Authorised Representative should submit this application **IN PERSON** to the designated HKPost premises for identity authentication.

Enquiry Hotline: 2921 6633

Web Site: www.eCert.gov.hk

The personal data you provided in this form will be used by Hongkong Post and its operator of e-Cert services for provision of Bank-Cert (Bank) services to you. Information we collected about you will not be disclosed by us to any other party in a form that would identify you unless it is permitted or authorised by law. It is voluntary for you to supply to us your personal data. Failure to provide related data may affect the processing of your application. Under the Personal Data (Privacy) Ordinance, you have a right to request access to or correction of the data about you being held by us. If you wish to do so, please complete the Data Access Request Form (Pos736) or Personal Data Correction Request Form (Pos736A) and return it to any post office or send it to our Personal Data Privacy Officer by e-mail or by post. The Data Access Request Form and Personal Data Correction Request Form are also available at all post offices.

A. Particulars of the Licensed Bank Applying for Bank-Cert (Bank)

1. **Licensed Bank Name**

Licensed Bank Name in English : _____

Licensed Bank Name in Chinese : _____

Branch Name in English (if applicable) : _____

BranchName in Chinese (if applicable) : _____

2. **Licensed Bank Registration Details**

Business Registration Certificate No. : _____

Certificate of Incorporation No. : _____

Certificate of Registration No. : _____

Other Registration Document : _____

3. **Licensed Bank Address**

_____ Hong Kong Kowloon New Territories

4. **Local Postal Address**

(Please complete this section if the local postal address is different from the Licensed Bank address. Please do not provide a postal address outside Hong Kong.)

_____ Hong Kong Kowloon New Territories

5. **Particulars of Authorised Representative**

(Authorised Representative please sign in Section B)

Mr. Ms.

_____ Name in English (Surname) (Given Name)

_____ Name in Chinese

_____ HKID / Passport No. (_____)

_____ Title _____ Office Tel. _____ Fax _____

_____ Mobile Phone _____ Email _____

6. **Particulars of Licensed Bank Contact Person**

Apart from the Authorised Representative, you may provide particulars of a contact person of your bank with whom aspects of this Bank-Cert (Bank) application will be communicated.

_____ Name _____ Mr. Ms.

_____ Title _____ Contact Tel. _____ Email _____

7. **Particulars of Sub-Contract Arrangement for Bank-Cert with a copy to be attached to this application**

_____ Sub-Contract No.:

_____ Signed date: (dd) _____ (mm) _____ (yyyy) _____

B. Declaration by the Licensed Bank

We, the Licensed Bank specified in this application, hereby declare that:

- (1) The information provided in this application is true accurate and complete in all respects. In addition, we accept that if Hongkong Post has reason to believe that the information contained in the Bank-Cert (Bank) is false or incorrect, Hongkong Post reserves the right to suspend or revoke the Bank-Cert (Bank) in accordance with the CPS (as defined below) .
- (2) We agree to be bound by the Certificate Subscriber Agreement (**Annex 1**) as well as the provisions of the Certification Practice Statement in the form as from time to time published on Hongkong Post’s web site at <http://www.eCert.gov.hk>. (“CPS”)
- (3) We consent to Hongkong Post making further enquiry of us necessary for the processing of this application.
- (4) We expressly agree and consent to Hongkong Post’s inclusion of the particulars of all information specified in Appendix B(C) to the CPS in the repository maintained by Hongkong Post.
- (5) We confirm that there are no changes to the Certificate of Incorporation, Certificate of Registration or document attesting to our existence, and the other documents submitted since the date of our original submission of these documents. If there are changes to these documents, an up-to-date version has been submitted with this application (this paragraph is not applicable to Licensed Bank submitting a new application).
- (6) We acknowledge that once the Bank-Cert (Bank) is issued, all details specified in the Bank-Cert (Bank) cannot be changed throughout the validity of the Bank-Cert (Bank).

Name of Licensed Bank : _____	Licensed Bank Chop
Signature of Authorised Representative : _____ (See Section A5) (For and on behalf of Licensed Bank)	
Date of Application : (dd) _____ (mm) _____ (yyyy) _____	

C. Particulars of Authorised Unit and Other Particulars of Bank-Cert (Bank)

Note:

- (1) It is not a must to designate an Authorised Unit for a Bank-Cert (Bank) if the Licensed Bank considers it unnecessary to do so. If an Authorised Unit is not designated, the relevant field in the Bank-Cert (Bank) for such designation will be substituted by that of the Licensed Bank.
- (2) The Authorised Unit is specifically the unit which is authorised to configure, operate and maintain the Bank-Cert (Bank) including its Private Key and the associated IT system. Where there is no Authorised Unit being designated, the Licensed Bank by submitting this application still warrants that it will adopt sufficient control and security measure internally to ensure that any configuration, operation and maintenance of the Bank-Cert (Bank) (including its private key and associated IT system) will be duly authorised and monitored.
- (3) Please provide the particulars of the Authorised Unit (where applicable) and other particulars of Bank-Cert (Bank) in this section. The same Authorised Unit may be designated for more than one Bank-Cert (Bank) to which this application relates. If more than one Bank-Cert is being applied for, please complete all blocks for each such Bank-Cert. If space is insufficient, please copy this section. This section should be completed and submitted together with this application.

Particulars of Authorised Unit

Particulars	Authorised Unit
Name of Authorised Unit in English	
Name of Authorised Unit in Chinese	
Email address	

Other particulars of the Bank-Cert to be applied for

Validity period of Bank-Cert (Please select one)	<input type="checkbox"/> 1-year <input type="checkbox"/> 2-year <input type="checkbox"/> 3-year <input type="checkbox"/> 4-year <input type="checkbox"/> 5-year
Proposed Scope of Designated Transactions in which the Bank-Cert shall be used	

Name of Licensed Bank : _____	Licensed Bank Chop
Signature of Authorised Representative : _____ (See Section A5) (For and on behalf of Licensed Bank)	
Date of Application : (dd) _____ (mm) _____ (yyyy) _____	

D. Details of Bank-Cert (Bank) to be Renewed

Note: Applicants for renewal should read the current version of the Certification Practice Statement (CPS) before submitting the Certificate Renewal Form as it may have changed since the date the Applicant signed the initial Subscriber Agreement. This is important because the renewed certificate will be issued on the terms of the original Subscriber Agreement except insofar as those terms are incompatible with the terms of the CPS current at the date of renewal. In the case of incompatibility, the terms of the CPS current at the date of renewal will prevail. The Authorised Representative will receive the Certificate Renewal Notice issued by the Hongkong Post Certification Authority in the form of e-mail. Please fill in the following according to the details of the certificates to be renewed as given in the Certificate Renewal Notice. Hongkong Post Certification Authority will verify the renewal request of each of the certificates according to the information given below.

Applicant will be required to generate the key pair and the "Certificate Signing Request (CSR)" in accordance with the Subscriber Agreement and provisions of the Certification Practice Statement. The CSR is required to be submitted to Hongkong Post in a secure manner for the issuance of the Bank-Cert (Bank) certificate.

Particulars of Authorised Unit

Details of Bank-Cert (Bank) to be Renewed			
Name of Authorised Unit (if applicable)#	Subscriber Reference Number#	Email address of Authorised Unit (if applicable)	Validity Period of Bank-Cert (Please select one)
			<input type="checkbox"/> 1-year <input type="checkbox"/> 2-year <input type="checkbox"/> 3-year <input type="checkbox"/> 4-year <input type="checkbox"/> 5-year
			<input type="checkbox"/> 1-year <input type="checkbox"/> 2-year <input type="checkbox"/> 3-year <input type="checkbox"/> 4-year <input type="checkbox"/> 5-year

(If the above space is insufficient, please copy this page. It should be completed and submitted together with this application.)

The scope of the Designated Transactions for the renewed Certificate will be deemed to be same as the scope for the Certificate which it replaces.

Same details of the existing certificate will be included in the renewed certificate.

Name of Licensed Bank : _____

Signature of Authorised Representative : _____ (See Section A5)
 (For and on behalf of Licensed Bank)

Date of Application : (dd)_____ (mm)_____ (yyyy)_____

Licensed Bank Chop

Annex 1 – CERTIFICATE SUBSCRIBER AGREEMENT

These certificate terms of use are between the Postmaster General of Hong Kong (“HKPost”) and the bank applying for a Certificate, as identified in the issued Certificate.

The Bank which is a signatory to this agreement (“Bank”) and HKPost agree as follows:

“CPS” refers to HKPost’s written statements of the policies and procedures used to operate its Public Key infrastructure and the services it provides for the Certificate. HKPost’s CPS documents are available www.eCert.gov.hk/bankcert/cps/en.

“You” means the Bank signing at Section B of this application.

Unless otherwise herein defined, all terms and expressions defined in the CPS shall have the same meaning when appearing herein.

1. Use

1.1. Agreement with the entire CPS

You agree to all provisions of the CPS regardless of whether they are specifically mentioned in this agreement. Nothing in this agreement shall prejudice the generality of the foregoing.

1.2. Information

You will provide accurate, complete, and non-misleading information to HKPost (or its Contractor) at all times including information of all Applicants and Subscribers via you Bank-Certs are applied for and/or issued. If any information provided to HKPost (or its Contractor) changes or becomes misleading or inaccurate, you will promptly inform HKPost (or its Contractor) and update the information. You may not request a certificate with contents that infringe on the intellectual property rights of another entity.

You further warrant and represent that the Authorised Representatives as stated in the application for Certificates lodged by you, and by the Applicant organisations via you as the Registration Bank, have been duly authorised to do so. If the application is successful, in the case of Bank-Cert (Bank), where applicable, the Authorised Unit as stated therein will be duly authorised to configure, operate and maintain the Certificate on your behalf. In the case of Bank-Cert (Corporate), the Authorised User will be duly authorised to use the Certificate on behalf of the organisation to which the Bank-Cert is issued. In both cases, in the Designated Transactions to be specified opposite the name of the Bank for the relevant type of Certificate in Appendix E in the CPS.

You further warrant that the person who applies Certificate via you as the Registration Bank, and the person who successfully obtains Certificate via you as the Registration Bank, are indeed the Applicant stated in the application submitted, and the Subscriber to whom the Certificate is issued.

1.3. Obligations

You agree to perform all obligations stated to be performed by an Applicant or Subscriber of a Bank-Cert (Bank) or those obligations stated to be performed by the Registration Bank.

1.4. Application and Issue

You agree to all provisions stated in the CPS concerning the application and issuance of the Certificate (regardless of the type).

1.5 Your role as sub-contractor of the Contractor

You agree that any fiduciary duty owed by you to your customer does not prevent you from accepting your appointment as the sub-contractor of the Contractor on the terms set out in this agreement and the sub-contracting agreement entered into between you and the Contractor (“Sub-contract”), and does not prevent you from performing the this agreement and the Sub-contract in accordance with their respective terms.

1.6. License

Effective immediately after delivery and continuing until the Bank-Cert (Bank) expires or is revoked, HKPost grants you a revocable, non-exclusive, non-transferable license to use, for the benefit of the subject, the Bank-Cert (Bank) and the corresponding Key Pair in accordance with the CPS and the terms of this agreement. You are responsible for any use of the Bank-Cert (Bank) and any equipment and software required to use the Bank-Cert (Bank). You may not install or use a Bank-Cert (Bank) until after you have reviewed and verified the accuracy of the data included in the Bank-Cert (Bank). You will promptly inform HKPost if you become aware of any breach of this agreement or misuse of a Bank-Cert (Bank). You are responsible for obtaining and maintaining any authorization or license necessary to use a Bank-Cert (Bank).

1.7. Restrictions

You should not (a) share your Certificate or Private Key with another user except where permitted by the CPS, (b) use a Certificate or Private Key to make Digital Signature in transactions other than the Designated Transactions specified opposite your name for Bank-Cert (Bank) as

stated in Appendix E to the CPS, (c) modify, sub license, reverse-engineer or create a derivative work of the Certificate (except as required to use the Certificate for its intended purpose) or Private Key, (d) use or make representations about a Certificate except as allowed in the CPS, (e) impersonate or misrepresent your affiliation with any entity or use a Certificate in a manner that could reasonably result in a civil or criminal action being taken against you or HKPost, (f) attempt to use a Certificate to issue other Certificates, or (g) intentionally create a Private Key that is substantially similar to a HKPost or third party Private Key.

1.8. Revocation

HKPost may revoke a Certificate for the reasons stated in the CPS. You may also from time to time issue a revocation request to HKPost in accordance with the CPS provided that you must give sufficient notice to HKPost as well as your customers before doing so because revocation of your Bank-Cert (Bank) will also lead to the revocation of all Bank-Certs issued via you as the Registration Bank.

1.9. Renewals

HKPost may send a reminder to you about expiring Certificates, but you are solely responsible for ensuring your Certificates are renewed prior to their expiration.

1.10. Publication of Certificate

You consent to (i) HKPost's public disclosure of information embedded in an issued Certificate, and (ii) HKPost's transfer of your information to servers located inside Hong Kong. HKPost retains a right to use any information provided by you, provided that all such use is in compliance with its privacy policy as provided on its website. HKPost may modify the privacy policy in its sole discretion.

2. Term and Termination

2.1. Term

This agreement is effective upon your acceptance and lasts until the earlier the expiration and/or revocation date of all Certificates issued under this agreement. All rights and licenses granted to you terminate immediately upon termination of this agreement.

No consent from any person including the third parties as mentioned in paragraph 6.8 below shall be required for any termination as mentioned above or termination or revocation or suspension of the Bank-Cert (Bank) in accordance with the terms of the CPS (whether by HKPost or you unilaterally or by agreement between HKPost and you).

2.2. Survival

All provisions of this agreement that, by their nature, are intended to survive termination of the agreement and continue in full force and effect, including all provisions related to representations by you under the following sections: Publication of Certificate (Section 1.10), Disclaimers of Warranty and Limitations on Liability (Section 3), Indemnity (Section 4), Dispute Resolution (Section 5), and the Miscellaneous provisions (Section 6).

3. Disclaimers of Warranty and Limitations on Liability

3.1 Your Warranties

You agree to make all warranties and representations which are to be made by the Applicant or Subscriber of a Bank-Cert (Bank), or the Registration Bank, where applicable, in the CPS.

3.2 Relying Party Warranties

You acknowledge that any applicable Relying Party Warranty is only for the benefit of Relying Parties. You do not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty. "Relying Party" means an entity that acts in reliance on a Certificate or a Digital Signature. "Relying Party Warranty" is a warranty provided by HKPost under the Ordinance or in the CPS.

3.3. Warranty Disclaimers

You acknowledge and agree to all disclaimers and limitation on liabilities of HKPost as stated in the CPS including those set out in Sections 9.7 and 9.8 of the CPS.

4. Indemnity

4.1. You, as Subscriber of Bank-Cert (Bank) and as Registration Bank, agree to make the indemnity set out in Sections 9.7.11 and 9.9 of the CPS in favour of HKPost, the Government and other parties as mentioned in Section 9.9 of the CPS.

4.2. Additions to liability

Your indemnification obligations are not HKPost's sole remedy under this agreement or the CPS and are in addition to any other remedies that HKPost may have against you.

5. Dispute Resolution

5.1 You agree to the mode of dispute resolution as stated in Section 9.13 of the CPS in relation to any dispute arising from this agreement or the

CPS or the Sub-contract.

6. Miscellaneous

6.1 Agreement

Unless explicitly stated otherwise, this agreement, the CPS, and the Sub-contract along with all other documents referred to herein, constitutes the entire agreement between the parties with respect to the issuance and use of the requested Bank-Cert (Bank) and your role as the Registration Bank in relation to Bank-Certs issued via you, superseding all other agreements concerning the same subject matter.

6.2 Amendment

HKPost may amend CPS in the manner specified in Section 9.12 of the CPS. The CPS as referred to in this agreement shall mean the CPS as from time to time amended; and all your agreement herein concerning the provisions of the CPS shall relate to the CPS as from time to time amended. Subject to the foregoing, any amendment to this agreement (including any termination by agreement) shall be subject to the agreement of both parties (but not any of the third parties mentioned in paragraph 6.8 below).

No consent from any other person including the third parties as mentioned in paragraph 6.8 below shall be required for any amendment as mentioned above (whether for amendment by HKPost unilaterally or by agreement with you).

6.3. Waiver

A party's failure to enforce or delay in enforcing a provision of this agreement does not waive (i) the party's right to enforce the same provision later, or (ii) the party's right to enforce any other provision of the agreement. A waiver is only effective if in writing and signed by the party against whom the waiver is claimed.

6.4. Force Majeure and Internet Frailties

Neither party is liable for any failure or delay in performing its obligations under this agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonably control. You acknowledge that the Certificates are subject to the operation and telecommunication infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond HKPost's control.

6.5. Notices

All application information transmitted electronically between you as the Registration Bank and HKPost must use a protocol prescribed by HKPost from time to time.

6.6. Assignment

You may not assign your rights or obligations under this agreement without the prior written consent of HKPost. Any transfer without consent is void. HKPost may assign its rights and obligations without your consent.

6.7. Severability

The invalidity or unenforceability of a provision under this agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this agreement. The parties will substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

















6.8. Rights of Third Parties

Subscribers of Bank-Cert (Personal) and Bank-Cert (Corporate) issued via you, and Relying Parties are express third party beneficiaries of your obligations and representations under this agreement that directly relate to the use or issuance of a Certificate. The Government and other parties receiving the indemnity under Sections 9.7.11 and 9.9 of the CPS are also third parties receiving the indemnities as specified therein. Other than the aforesaid persons, no third parties have any rights or remedies or benefit under the agreement.



6.9. Interpretation

The definitive version of this agreement is written in English. If this agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.

Annex 2 – Document Checklist

Document required for the Bank-Cert(Bank) application	New Application	Renewal Application
Completed all relevant sections of this application	 <input type="checkbox"/>	 <input type="checkbox"/>
Copy of the Authorised Representative's HKID card or passport with his/her signature	 <input type="checkbox"/>	 <input type="checkbox"/>
Copy of Business Registration Certificate issued by the Inland Revenue Department	 <input type="checkbox"/>	 <input type="checkbox"/>
Copy of Certificate of Incorporation / Certificate of Registration issued by the Companies Registry	 <input type="checkbox"/>	 <input type="checkbox"/> Only applicable when there are changes to these documents
Copy of Evidence that the Applicant is a bank with a valid banking licence issued under section 16 of the Banking Ordinance (Cap 155 of the Laws of Hong Kong) as appearing on the register kept by the Monetary Authority and published on its website	 <input type="checkbox"/>	 <input type="checkbox"/>
A copy of the signed sub-contract between the Applicant and the Contractor	 <input type="checkbox"/>	 <input type="checkbox"/>
A copy of the power of attorney duly executed by the Applicant and duly certified as true and complete of the original on each page of the power of attorney by a Hong Kong solicitor (with practicing certificate) (Section C)	 <input type="checkbox"/>	 <input type="checkbox"/> For New Authorised Representative or New Authorised Unit
--- OR ---		
A copy of the board resolution by the board of directors of the Applicant or extract thereof and duly certified as true and complete by a director or company secretary of the Applicant	 <input type="checkbox"/>	 <input type="checkbox"/> For New Authorised Representative or New Authorised Unit

Legend:

 = Original  = Copy N.A. = Not applicable

Note:

Please put a "✓" in the box under each column to indicate that the document has been enclosed.

For Use by Hongkong Post Only

<input type="checkbox"/>	I hereby certify that the Authorised Representative has appeared before me for face-to-face authentication of identity and that, to the best of my knowledge and belief, the Authorised Representative is the rightful holder of the Hong Kong identity card / passport # produced for the purpose of applying for Hongkong Post Bank-Cert (Bank) certificate. (#Please delete where appropriate)
<input type="checkbox"/>	Checked the original and copies of supporting documents. (See Annex 2)
<input type="checkbox"/>	Receipt No. of the official receipt for the fee paid: _____
Accepting Officer's Name (in block letters) & Signature 	Name of Designated HKPost premise & Datestamp
Date: (dd)_____ (mm)_____ (yyyy)_____	