

Virtual Office Service Application Form & Agreement

虛擬辦公室服務計劃申請表及協議

1. Applicant Information 申請人資料	
Company / Individual Name 公司 / 個人名稱	Chinese Name 中文名稱
	English Name 英文名稱
Type 類型	<input type="checkbox"/> Limited Company 有限公司 <input type="checkbox"/> Personal Use 個人 <input type="checkbox"/> Unlimited Company 無限公司 <input type="checkbox"/> Other 其他: _____
Business Registration No. 商業登記號碼	<i>For corporate client only</i> 如為企業客戶，請提供商業登記號碼
HKID 香港身份證號碼	<i>For individual client only</i> 如為個人客戶，請提供香港身份證號碼
2. Contact Person Information 聯絡人資料	
Contact Person 聯絡人	Chinese Name 中文名稱
	English Name 英文名稱
	Contact No. 聯絡電話
	Email 電郵

3. Service Plan 服務計劃

VO Pro

HK\$680/Year 年

- 註冊地址服務
Registered Office Services
- 虛擬辦公室服務
Virtual Office Services

Deposit of HK\$100 is required for virtual office service. Service deposit and any related deposit will be refunded within one month after the service expiry date.

服務提供者將收取\$100 港元作為虛擬辦公室服務的按金。服務按金或任何有關按金將在服務到期日後一個月內退回。

Application Purpose

申請目的

*You can choose more than 1 item
可選多於一項*

- Registered office address 註冊辦事處地址
- Correspondence address 通訊地址

Change of the Address of Registered Office 更改公司註冊地址為 虛擬辦公室服務地址

- Change by Biz & Bird 由創業鳥協助更改
*For the client who uses Biz & Bird's company secretarial services only
謹限使用創業鳥公司秘書服務的客戶*
- Change by the client 由客戶自行更改
- No need to change 毋須更改註冊地址

Mail Handling Service 信件處理服務

- Forward to the designated address by post every 12 months
每 12 個月通過本地平郵轉寄至指定地址
- Forward to the designated address by post every month
(+HK\$15/Time)
每月通過本地平郵轉寄至指定地址 (+HK\$15/次)
- Forward to the designated address by courier (+HK\$30/Time)
通過快遞轉寄至指定地址 (+HK\$30/次)

Mail Forwarding Address 轉寄地址

1. Definition 定義

“Agreement” means any agreement made between the service provider and the customer whether expressly or impliedly.

「協議」即服務提供者及顧客之間無論是明確或隱含地所定的任何協議。

“Application form” means the agreement which record the details of customer’s information and details of service requested and form part of this agreement.

「申請表」即本合約所記錄的顧客資料細節，所需服務以及協議的其中部份。

“Company” means Biz & Bird Corporate Services Limited.

「本公司」指創業鳥有限公司

“Contract period” means the period specified in the application form which the customer commit to use the service and pay the respective fees. It also refers to the renewed/extended period after the first contract period.

「合約時期」指在申請表中所列出的特定時期，顧客承諾使用服務及繳交有關服務之相關費用。

“Customers” mean any person, unlimited company or limited company requesting and use the services provided by the service provider.

「客戶」指任何人士、無限公司或有限公司要求及使用服務提供者所提供之服務。

“Fees” mean the fee and other charges for the use of services as specified in the application form or specified by the service provider from time to time.

「費用」指於申請表上所列明之費用或使相關服務所產生之其他收費，或服務提供者所列明之相關費用。

“First contract period” means the committed period, as specified in the application form which the customer commit to use the service and pay the respective fees.

「首次合約時期」指在申請表上列明顧客承諾使用服務及繳交有關服務之履行時期。

“Services” mean any kind of services described in the agreement and/or as provided by the service provider, or its associates, to customer from time to time.

「服務」指在協議上列明或服務提供者及其夥伴所提供之任何服務予顧客。

“Service provider” means the business center(s) operated by Biz & Bird Corporate Services Limited or any services provided by its associates.

「服務提供者」指由創業鳥有限公司經營之商務中心或其夥伴所提供之任何服務。

2. General 一般

2.1 This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“HKSAR”) and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the HKSAR.

本協議受中華人民共和國香港特別行政區法律管轄，並按香港特別行政區法律闡釋，服務提供者及顧客均同意接受香港特別行政區法院的專屬管轄權所管轄。

2.2 If any provision of these terms of service is determined to be wholly or partly illegal, unenforceable or invalid for any reason, the relevant provisions must be separated from these terms of service and will not affect the implementation of the remaining provisions of these terms of service.

若本服務條款的任何條文由於任何理由被定為全部或部分違法、不可執行或失效，則須從本服務條款分割有關條文，並不影響本服務條款其餘條文的執行。

2.3 Neither the company nor any of its employees or directors provide legal services or legal advice. The legal information provided by the company is for general reference only.

本公司或其任何員工或董事均不提供法律服務或法律諮詢，本公司提供之法律資訊只供一般參考。

- 2.4 Upon signing of this agreement by both the service provider and the customer, the customer agrees that they pay the service provider the fees until the end date of the first contract period specified in the application form while the service provider provide the services to the customer within the first contract period and/or the subsequent extended/renewed contract period.
當服務提供者及客戶雙方簽署此協議後，客戶同意支付費用予服務提供者直至其在申請表上所列明的首次合約時期結束日完結。服務提供者會在首次合約時期或期後續約時期提供服務予客戶。
- 2.5 This agreement shall not be assignable or transferable in any manner by the customer unless with prior written consent from the service provider is obtained.
本協議在任何情況下將不會由顧客所分配或轉讓，除非獲得服務提供者在先前書面同意。
- 2.6 The company may transfer these terms of service or appoint any third-party company to provide the service to customers on its behalf or perform any of the customer's responsibilities set out in these terms of service.
本公司可轉讓本服務條款或委任任何第三方公司代其向客戶提供該服務，或履行本服務條款所載客戶的任何責任。
- 2.7 The service provided will continue to improve and upgrade to the high demands of a business centre; therefore, the price will be updated continuously. The customer may request the service provider to provide the latest price list. The service provider reserves the right to change, modify and/or delete some or all of the terms and conditions of this agreement.
所有服務將會不斷改進，因此服務提供者提供的價目表將會不斷更新。客戶可向服務提供者索取最新價目表。服務提供者保留權利隨時更改，修正或刪除部份或全部在此協議的條款及條件。
- 2.8 The company reserves the right to make the final decision on any service provided.
本公司保留提供任何服務的最終決定權。

3. Liabilities 責任

- 3.1 Under any circumstances, the service provider shall not be liable or responsible for any direct loss or consequential loss of the customer.
在任何情況下，服務提供者不負責亦不承擔客戶任何一切因使用所提供之服務而直接或間接地所受到的損失。
- 3.2 If the company is liable for any part of the service (regardless of whether the litigation involved is brought by contract, negligence or other forms), the maximum amount of liability shall be the amount charged by the company for the part of the service or service product involved in the litigation cost. The Company shall in no event be liable for any indirect, incidental, collateral, special, punitive or consequential damages or losses such as, but not limited to, loss of revenues, loss of anticipated savings or lost profits, recalls, harm to business or business reputation, whether or not foreseeable, and whether arising in contract (including warranty), tort (including active, passive or imputed negligence), strict liability or otherwise.
如本公司須就服務的任何部分負上法律責任（不論所涉訴訟是以合約、疏忽或其他形式提出），則須負責的最高限額為本公司就涉訴訟該部分服務或服務產品所收取的費用。在任何情況下，無論有關損失是否可預見並無論是基於合約、侵權（包括主動、被動或法律認定的疏忽責任）、嚴格法律或其他法律責任，本公司不對任何間接、連帶、附帶、特別、懲罰性或相應而生的損害，或其他損失（包括但不限於收入損失、預期節餘損失、利潤損失、產品召回、生意或生意聲譽損失）負責。
- 3.3 If the customer causes a third party to suffer any loss of any kind, the company will not be liable.
假若客戶引致第三者遭受任何類型的任何損失，本公司概不承擔責任。
- 3.4 The customer confirms that the information provided is correct. If the information is inaccurate, the company reserves the right to terminate the customer's application or service at any time without making a refund. All legal liabilities arising from the inaccurate information shall be the responsibility and compensation of the customer.
客戶確認提供的資料正確無誤，如資料失實，本公司保留隨時終止客戶之申請或服務而不會作出退款。由於資料失實而引起的一切法律責任，一概由客戶負責及作出賠償。
- 3.5 The customer will indemnify the service provider against any loss, demands, damage, costs, claims, expenses, action or other liabilities arising from or in connection with the provision of the service, as specified in the application form.
根據申請表列明，客戶需賠償一切因使用所提供服務而引致之任何損失、損毀、成本、聲明、費用、行動或其他負債予服務提供者。

3.6 The customer shall not use any office facilities or services provided by the service provider for any illegal or immoral purposes.

客戶不應使用服務提供者所提供之任何辦公室設備或服務進行非法或不道德用途。

3.7 For avoidance of doubt, the customer agrees and acknowledges that this agreement shall not give the customer any right of access to or any interest in any part of the premises to which the correspondence address related or in any of the equipment or facilities provided.

為避免懷疑，客戶同意及承認本協議不會賦予客戶任何從所提供的地址、儀器或設備等財產獲得利益或擁有權。

4. Service Application 服務申請

4.1 The customer must notify the company in writing (including letter, email, instant messaging, etc.) of any changes to the information on the application form. All written instructions of the company regarding service applications will be regarded as part of the application content.

客戶在申請表上的資料有任何更改，必須以書面方式（包括書信、電郵、即時通訊等）通知本公司，本公司的一切有關服務申請的書面指示將同被視為申請內容的部分。

4.2 The company will act on behalf of the customer based on the written authorization of the customer, such as letter, email or instant messaging (or the company reasonably believes that the customer/customer's authorized person will issue instructions in other ways).

本公司會根據客戶的書信、電郵或即時通訊等書面授權（或本公司合理地相信經由客戶/客戶授權者以其他方式發出指示）以代表客戶身份行動。

4.3 The company will request customers to provide information and give instructions according to the situation. If the service is delayed due to the customer's failure to confirm the instructions or reply to the content of the company's application materials, the company will not bear any responsibility.

本公司會因應情況要求客戶提供資料及作出指示。如因客戶未能確認指示或回覆本公司有關申請資料的內容而導致服務有所延誤，本公司將不負任何責任。

4.4 The company is not responsible for the failure to fully or partially comply with the customer's instructions, and the company is not responsible for the consequences caused by the failure to receive the instructions for any reason.

本公司對由於未能完全或部分地遵從客戶的指示不承擔任何責任，對於因任何原因未能收到指示而導致的後果，本公司恕不負責。

5. Customer Information 客戶資料

5.1 The company will contact the customer according to the information on the customer application form. If the customer's contact information is changed, the company must be notified in writing.

本公司會根據客戶申請表上的資料與客戶聯絡，如客戶聯絡資料有更改，必須以書面通知本公司。

5.2 The company will not be liable for any losses or consequences caused by the company's failure to contact the customer due to changes in the customer's contact information.

如因客戶的聯絡資料有變，以致本公司未能聯絡客戶而招致任何損失或後果，本公司恕不負責。

5.3 The company will keep the information provided by customers confidential, but the company may transmit such information to third-party service providers for services related to business operations.

本公司會對客戶所提供之資料保密，但本公司可能會將該等資料傳送予業務運作有關的服務的第三方服務供應者。

5.4 Except as required by court or Hong Kong law, the company will not transfer your personal data.

除法庭或香港法律要求外，本公司不會轉移你的個人資料。

5.5 The customer agrees and authorizes the company to use the customer's information to apply for the relevant accounts and/or use the customer's existing relevant accounts, including but not limited to the e-Services of the company registry, to perform the required operations of the relevant service on behalf of the customer.

客戶同意並授權本公司使用閣下之資料，以客戶身份申請相關帳戶及/或使用客戶現有的相關帳戶，包括但不限於公司註冊處e-Services，以代表客戶進行相關服務之所需操作。

6. Service Termination and Refund Arrangement 終止服務及退款安排

- 6.1 Under the following circumstances, the service provider has the right to terminate the services at any time at its sole discretion without any notice to the customer. The Service Provider shall bear no legal responsibilities nor shall be liable for any claims or compensation for discontinuing services.
就以下情況，服務提供者有權終止服務而不作任何通知；同時亦無須為停止提供服務，而負上法律責任或承擔任何被索償的後果。
- i. The customer has failed to settle any service fees, handling fees or reimbursements of postage, or to renew business registration on time;
客戶未能按時繳交費用，包括服務費、手續費或轉寄郵件費用；或未能及時更新商業登記；
 - ii. In suspicion of the Client is involving or carrying out a fraud and any illegal or improper activities;
客戶涉嫌進行或涉及任何非法、違例或詐騙活動；
 - iii. In suspicion of the Client is using provided services to hold any promotional sales or public recruitment events; and
客戶涉嫌利用服務提供者提供的服務作展銷會或招聘會等活動；及
 - iv. In suspicion of the Client is transferring or assigning any or part of the services to any other parties, without the prior authorization from the Service Provider.
客戶涉嫌在未經服務提供者許可下，把服務轉移或分配至任何第三者使用。
- 6.2 The customer also agrees that the company can terminate the right to provide services to customers at any time without giving reasons. If the customer suffers any loss of any kind due to termination of the contract, the company will not be liable.
客戶亦同意本公司可隨時終止向客戶提供服務的權利而毋須給予理由。假若客戶因為終止合約而遭受任何類型的任何損失，本公司概不承擔責任。
- 6.3 If a customer is identified as a “politician”, “high-risk customer” or does not meet the company’s due diligence standards, the company will refuse to provide services for them (regardless of whether they have already provided services for them or have not started to provide services for them).
如客戶被識別為「政治人物」，「高風險客戶」或不符合本公司盡職審查標準，本公司將拒絕為其提供服務（無論已經為其提供服務或未開始為其提供服務）。
- 6.4 The customer is not allowed to terminate the services before the end date of the first contract period unless prior approval from the service provider is obtained.
未經服務提供者許可下，客戶不能在首張合約時期之結束日前終止服務。
- 6.5 Service deposit and any related deposit will be refunded within one month after the service expiry date.
服務按金或任何有關按金將在服務到期日後一個月內退回。
- 6.6 All deposits will not be refunded if they are not collected within 7 years after termination of service.
所有按金在終止服務後 7 年內未能成功領取，將不獲退還。
- 6.7 The cheque will be payable to the company’s name ONLY. If the receiver of the cheque is different from the company’s name, an authorization letter for deposit refund is required.
支票只會退回予註冊公司名稱。如銀行戶口持有人與註冊公司名稱不相符。客戶必需填妥授權書授權銀行戶口持有人收取退回按金。
- 6.8 Service fee will not be refund for early termination.
提早終止服務並不會退回已繳交之服務費用。
- 6.9 After the termination of the agreement, any mail, parcel, fax, telex or cable or other object send to or left at the service provider’s address shall be disposed by the service provider at its sole discretion.
當本協議終止後，服務供應者將自行處理任何遺漏在服務供應者之郵件、包裹、傳真、電傳機、電報或其他寄出物件。
- 6.10 During the suspension period, the service provider will reject all mail, parcel or any object sent to the service provider’s address and not responsible to notify the customer of such delivery.
在暫時中止服務期間，服務供應者將會拒收所有郵件、包裹或其他寄往服務供應者地址的物件以及無須通知客戶有關的派遞。

- 6.11 For the customer using the registered office and/or virtual office service, the customer is required to give the service provider a written/electronic notice of termination not less than 14 working days before the expiry date of service. Without written/electronic notice, the Company will not refund the deposit to the customer. The customer must present the latest business registration certificate with an updated registered address together with the completed deposit refund application form within 1 month starting from the service contract end date in order to proceed with the service deposit refund procedure. If the customer fails to present the latest business registration certificate with an updated registered address within the said period, the service deposit would not be refunded in any case. If the customer continues on using any of our business addresses as the registered address, Biz & Bird Corporate Services Limited reserves the rights to charge any virtual office service fees incurred during the period.

對於使用註冊辦事處服務及 / 或虛擬辦公室服務的客戶，客戶需在服務到期日不少於14工作天前提供書面 / 電子及印有公司印章之終止服務通知書予服務提供者。如沒有書面 / 電子通知，本公司將不會退回按金給客戶。客戶需於合約完結日起計1個月內出示已更改註冊地址的商業登記證，並填妥退按金申請表，方可退回按金。如客戶未能於限期內出示已更改註冊地址的商業登記證，本公司則不會退回按金；本公司有權向合約完結日後仍使用本公司地址的客戶追收該期間產生的虛擬辦公室費用。

7. Payment 付款

- 7.1 The customer shall pay the fee before the due date specified on the relevant invoice or the first date of service provision, whichever the latter, and the customer will bear all charges of the bank.

客戶應在有關收據上所列明的服務到期前或服務提供的首天繳交費用並承擔一切有關銀行之手續費。

- 7.2 The service provider has the right to suspend the services to the customer and take all reasonable steps and/or actions if the service provider does not receive the appropriate payment from the customer before the due date specified on the relevant invoices. If the customer suffers any loss of any kind due to the suspension of the service, the company will not be liable.

若客戶未能在發票上所列明的服務到期日前繳付服務費用，服務提供者有權暫時中止有關服務及作出一切合理的步驟及 / 或行動。假若客戶因為停止服務而遭受任何類型的任何損失，本公司不承擔責任。

- 7.3 If the account of the customer has been suspended by the service provider, the customer has to pay the service provider a re-activation fee which equals to one-month-service-fee of their respective service plans within one month suspension. If the services have been suspended due to late payment or overdue situation, the service provider reserves the right to charge the customer the fee during the suspension period.

若客戶帳戶被服務提供者暫停服務，客戶須於服務到期後一個月內繳付該計劃一個月之服務費作重啟帳戶之行政費用。若客戶因延遲繳費或欠款而被服務提供者暫停服務，服務提供者將會收取客戶在暫停服務期間的相關費用。

- 7.4 The customer has the responsibility to make sure that their payments are received and identified by the service provider before the due date specified on the relevant invoice.

客戶有責任在有關發票上所列明的服務到期前，確保已繳款並須服務提供者所接納以及確認。

- 7.5 The service provider holds the rights to charge the customer if the customer makes any use of the service provider's address before the service starts or after the service has been terminated.

若客戶在服務開始前或被中止服務後使用服務提供者的地址，服務提供者有權對客戶作出收費。

- 7.6 Deposit of HK\$100 is required for virtual office service.

服務提供者將收取\$100 港元作為虛擬辦公室服務的按金。

- 7.7 The customer can settle the payment by following methods:

客戶可用以下途徑繳付款項：

- i. Pay in Person

親自付款

- ii. Direct deposit to bank account

直接存入現金或轉帳至銀行戶口

- HSBC (Account No.: 004-841-813058-838)
匯豐銀行 (戶口號碼：004-841-813058-838)

- iii. Crossed cheque payable to “Biz & Bird Corporate Services Limited” (Promissory note will not be accepted)
劃線支票抬頭「創業鳥有限公司」(恕不接受期票)

8. Service Details 服務細則

8.1 Mail Service 郵件代收服務

- i. The customer has the responsibility to register appropriate company name, trade name and contact persons with the service provider for mail handling purposes.
客戶有責任登記及提供適當的公司名稱，交易名稱及聯絡人予服務提供者作為處理郵件之用。
- ii. The customer agrees and acknowledges that each account can register only 1 company name or trading name. The customer shall not publish or use the provided address without the prior authorization from the Service Provider, before the commencement of services or after termination of services, or on behalf of a company or user not registered with the Service Provider. The Service Provider reserves all rights for claiming against all losses and expenses incurred.
客戶同意及得知每一個客戶帳號只可登記一個公司名稱或交易名稱。在未經服務供應商認可情況下，客戶不能在服務生效前或終止後以其他未向服務供應商登記的公司或用戶的名義，公開或使用其提供的地址。服務供應商保留因上述情況而引致損失的追究權利。
- iii. The customer agrees and acknowledges that he can publicize the address, provided by the service provider only in conjunction with the company name, trade name and contact person(s) registered with the service provider. The service provider has the right to call for compensation and legal actions if there is any violation.
客戶同意及得知可以公開服務提供者所提供的地址，但必須符合其提供予服務提供者之登記公司名稱、交易名稱及聯絡人。若當中有任何違反行為，服務提供者有權要求賠償及採取法律行動。

In case the service provider suspects any mail, parcel or object is dangerous, the service provider reserves the rights to refuse or dispose them at discretion.

若服務供應者懷疑任何郵件、包裹或物件屬危險物品，基於安全理由，服務供應者有權拒收或棄置此類物品。

- iv. Any mails, parcels or other objects sent to or left at the service provider's address shall be limited to 1 kg or with any of its dimensions not more than 35 cm. If any dimension of the mails, parcels or other objects exceeds 60 cm, the service provider reserves the right to reject receiving the items. Any overweighted / oversized items will be charged at the following rate:
所有郵件、包裹或物件寄存或留在服務提供者之地址不應超過1千克或大小超過35厘米。若郵件、包裹或物件超過60厘米，服務提供者保留拒收郵件或物品。任何超重或過大的物件將會根據以下內容收費：

Dimension Total 總尺寸	Storage Charge (per day) 寄存費 (每日)
< 120 cm 厘米	HK\$10
121-150 cm 厘米	HK\$30
151-180 cm 厘米	HK\$50
> 180 cm 厘米	HK\$50 for first 180 cm HK\$50 首180厘米 HK\$10 for every 10 cm thereafter HK\$10 每10厘米

* Dimension total = length + width + height of the object

總尺寸 = 長度 + 闊度 + 高度

- v. The accumulated mail, parcel or other objects sent to or left at the service provider's address shall be limited to 5 kg or 3 ft³. When the limit is reached, additional mail, parcel or other objects will not be accepted at the absolute discretion of the service provider.
所有累積郵件、包裹或物件寄往或留在服務提供者之地址不應超過5千克或大小超過3立方尺。若超過以上限制，服務提供者將有可能不會接收。
- vi. All the mail, parcel or other objects (for standard size only) sent to or left at the service provider's address will be kept at a maximum of 21 days. Customer is required to pay an extra storage fee of HK\$5 per week (per unit) thereafter. If the mail, parcel, fax, telex or cable or other objects were kept over 1 year, the service provider reserves the right to dispose them at its discretion.

所有郵件，包裹或其他物件（只限標準尺寸）最多只會存放21日。超逾日子不取，服務提供者將會收取每星期每件5元的寄存費。如存放超逾1年，服務提供者有權自行處理寄存物。

- vii. The service provider shall not be liable if the stored items are lost, being stolen or damaged due to any reason during the storage period.

若客戶暫存的物基於任何原因而被盜，遺失或損毀，服務提供者不須為此而負上責任。

8.2 Office Hours 辦公時間

- i. The office hour of the service provider is 9:00 a.m. to 6:00 p.m. from Monday to Friday. Closed on Saturday, Sunday, and public holiday.

服務供應商辦公時間為（星期一至星期五）上午九時至下午六時，星期六，日及公眾假期休息。

- ii. Service of service provider will be affected by severe weather. Services will be suspended without prior notice during the time of Tropical Cyclone Warning Signal no.8 or above, or Black Rainstorm Warning by the Hong Kong Observatory or will be issued in the coming hour. Services will be resumed within 2 hours after the cancellation of the above-mentioned warning.

服務提供者之服務或會因惡劣天氣而受阻如香港天文台發出或宣佈於未來一小時內發8號熱帶氣旋或以上警告訊號或黑色暴雨警告訊號的情況下，服務將會暫停而不另作事前通知。服務將會在以上訊號取消後兩小時內恢復。

I declare that the information given above is true and accurate, and I understand and agree to the above Terms and Conditions.

我聲明上述資料確實無訛，並明白亦同意以上條款及細則。

Signed 簽署 :

Name 姓名 : _____
Applicant 申請人

Date 日期 : _____
DD 日 / MMM 月 / YYYY 年

**Signed by
for and on behalf of
BIZ & BIRD CORPORATE SERVICES LIMITED
代表創業鳥有限公司簽署**

Date 日期 : _____
DD 日 / MMM 月 / YYYY 年