

# 條款和條件

## Terms and Conditions

### 1. 服務範圍 Scope of Services

1.1 本公司 (Easy Market Limited／易推廣有限公司，下稱「本公司」) 將根據客戶填妥及簽署之申請表，提供香港有限公司或無限公司之成立及相關公司秘書服務。

1.2 服務包括但不限於：公司名稱查冊、準備及遞交公司註冊文件、商業登記申請、提供公司綠盒套裝、提供註冊地址 (如適用) 及擔任公司秘書 (如適用)。

1.3 本公司提供之服務僅限於申請表及報價單所列明之項目。任何額外服務須另行報價及收費。

### 2. 客戶責任 Client's Responsibilities

2.1 客戶須確保申請表內所填寫之所有資料真確、完整及無誤，並與身份證或護照上之姓名相符。

2.2 客戶須於指定時間內提供所有所需文件，包括但不限於身份證明文件、住址證明及公司註冊證明書 (如適用)。

2.3 客戶須於簽署文件後按本公司指示交回，以便本公司向公司註冊處遞交文件及費用。

2.4 如客戶提供之資料有誤、不完整或遲延，導致公司成立進度延誤或產生任何政府罰款、法律責任，客戶須自行承擔，本公司概不負責。

### 3. 收費及付款 Fees and Payment

3.1 客戶須於收到報價單後，按本公司指定之繳費方式付款。本公司確認收到相關款項後，服務方正式生效。

3.2 所有費用 (包括所有政府收費及服務費) 於繳付予本公司後，一概不能退還。

3.3 若申請人多於兩位，每增加一位申請人須收取附加費用，詳情以報價單為準。

## **4. 成立時間及流程 Formation Timeframe and Process**

4.1 成立有限公司一般需時 1 個工作天，由呈交文件到政府部門日起計算。

4.2 客戶提供有關有限公司註冊所需資料及交妥費用後，本公司會於 1 個工作天內 備妥所需文件。

4.3 當客戶簽署好有關文件並交回本公司後，本公司將向公司註冊處遞交文件及費用，進行審批及簽發註冊香港公司證書。

4.4 實際成立時間須視乎政府部門審批進度及實際情況而定，本公司不保證固定完成時間。

## **5. 股權安排 Shareholding Arrangement**

5.1 於成立有限公司過程中，本公司需要先持有客戶公司一股，以配合公司註冊及相關文件安排。

5.2 待公司成立手續完成後，本公司會將該一股轉回給客戶，客戶最終持有其公司全部股份。

5.3 客戶明白並同意上述股權安排僅為配合公司註冊程序，本公司不會因持有該一股而享有任何實際權益、投票權或分紅權。

5.4 股權轉讓須視乎實際情況及政府審批，如因政府政策、法規或其他不可控因素導致轉讓延誤，本公司不承擔任何責任。

## **6. 公司秘書及註冊地址 Company Secretary and Registered Address**

6.1 所有香港公司必須聘請一位法定公司秘書。如公司只有一位董事，該董事不能同時兼任公司秘書。

6.2 本公司可擔任公司秘書，需另收費。公司秘書並不是董事或高級行政人員之私人秘書，而是公司其中一名高級行政人員。

6.3 本公司可提供註冊地址服務，需另收費。註冊地址將顯示於商業登記證及公司註冊處公開資料。

## **7. 遵從法規 Compliance**

7.1 根據《商業登記條例》第 310 章，公司須在開始經營業務當日起計 1 個月內，以書面通知稅務局局長其業務資料。不遵辦即屬違法，可處最高 HKD 5,000 罰款及監禁一年。

7.2 根據《公司條例》，本地私人公司須每年於公司成立為法團之日在該年中的周年日後 42 日內，向公司註冊處處長交付周年申報表登記。如未有在訂明時限內交付，屬刑事罪行，失責公司及其每名責任人可被檢控。

7.3 根據《公司（披露公司名稱及是否有限公司）規例》（第 622B 章）第 3(1) 條，公司須在其註冊辦事處及其每個業務場所以可閱字樣，持續地展示其註冊名稱。如未能遵從，可處罰款 HKD 10,000。

7.4 按照香港《公司條例》，有限公司必須聘用由香港會計師公會註冊及認可提供法定審計服務之執業會計師審計公司的年度帳目。

## **8. 週年申報表政府費用 Annual Return Government Fee**

8.1 客戶可選擇預繳週年申報表政府費用，以確保本公司能於訂明時限內遞交週年申報表。

8.2 如客戶不願意預繳週年申報表政府費用，客戶明白不預繳此政府收費將有機會導致本公司未能於訂明時限內遞交週年申報表文件。

8.3 若當中產生任何政府罰款或違法法律責任，客戶公司將一力承擔，本公司不需負上任何責任（包括法律責任及有關政府罰款）。

## **9. 免責聲明 Disclaimer**

9.1 本公司僅提供公司註冊及相關行政服務，並不提供法律、稅務或會計意見。

9.2 本公司不會因政府部門審批延誤、政策變更、不可抗力或其他本公司不能控制之因素而導致之損失或延誤承擔任何責任。

9.3 客戶須自行確保其公司之業務性質、公司名稱及所有資料符合香港法例及相關規例。

## **10. 個人資料收集 Personal Data Collection**

10.1 客戶提供之個人資料僅用於處理公司註冊及相關服務，並會根據香港《個人資料（私隱）條例》處理。

10.2 本公司可能將客戶資料提供予政府部門、銀行或相關機構，以完成所需服務。

10.3 客戶有權查閱及更正其個人資料，請以書面方式向本公司提出。

## **11. 管轄法律及爭議解決 Governing Law and Dispute Resolution**

11.1 本條款和條件受香港特別行政區法律管轄。

11.2 任何因本條款和條件引起之爭議，雙方應先嘗試友好協商解決；如協商不成，則提交香港特別行政區法院處理。

## **12. 其他 Others**

12.1 本公司保留隨時修改本條款和條件之權利，修改後之條款將以書面或電郵方式通知客戶。

12.2 本條款和條件以中英文版本編寫，如有任何歧義，以中文版本為準。

12.3 客戶簽署申請表即表示已閱讀、明白及同意本條款和條件之所有內容。

## **Terms and Conditions**

### **1. Scope of Services**

1.1 Easy Market Limited (the "Company") will provide Hong Kong limited company or unlimited company incorporation and related company secretarial services based on the completed and signed application form submitted by the client.

1.2 Services include but are not limited to: company name search, preparation and submission of company incorporation documents, business registration application, provision of company green box set, provision of registered address (if applicable), and acting as company secretary (if applicable).

1.3 The Company's services are limited to the items specified in the application form and quotation. Any additional services shall be subject to separate quotation and charges.

## **2. Client's Responsibilities**

2.1 The client shall ensure that all information provided in the application form is true, complete and accurate, and that names match those on the Hong Kong Identity Card or passport.

2.2 The client shall provide all required documents within the specified time, including but not limited to identity documents, proof of residential address, and Certificate of Incorporation (if applicable).

2.3 The client shall sign and return the documents to the Company as instructed, so that the Company may submit the documents and fees to the Companies Registry.

2.4 If the client provides incorrect, incomplete or delayed information, resulting in delays in company incorporation or any government fines or legal liabilities, the client shall bear full responsibility. The Company shall not be liable.

## **3. Fees and Payment**

3.1 The client shall make payment in accordance with the quotation issued by the Company through the designated payment methods. The service shall only commence after the Company confirms receipt of the relevant payment.

3.2 All fees (including all government charges and service fees) are non-refundable after payment has been made to the Company.

3.3 If there are more than two applicants, an additional fee shall be charged per additional applicant, as specified in the quotation.

## **4. Formation Timeframe and Process**

4.1 The formation of a limited company generally takes 1 working day, calculated from the date of submission of documents to the government department.

4.2 After the client provides the required information for the registration of the limited company and settles the relevant fees, the Company will prepare the required documents within 1 working day.

4.3 Once the client has signed the relevant documents and returned them to the Company, the Company will submit the documents and fees to the Companies

Registry for approval and for the issuance of the Hong Kong Company Registration Certificate.

4.4 The actual formation time shall depend on the approval progress of the government department and actual circumstances. The Company does not guarantee a fixed completion time.

## **5. Shareholding Arrangement**

5.1 During the process of forming the limited company, the Company is required to hold one share in the client's company to facilitate the company registration and related documentation arrangements.

5.2 Upon completion of the company formation procedures, the Company will transfer that one share back to the client, and the client will ultimately hold all shares in the company.

5.3 The client understands and agrees that the above shareholding arrangement is solely for the purpose of facilitating the company registration process. The Company shall not enjoy any actual beneficial interest, voting rights or dividend rights by virtue of holding that one share.

5.4 The share transfer shall be subject to actual circumstances and government approval. If the transfer is delayed due to government policies, regulations or other factors beyond the Company's control, the Company shall not bear any responsibility.

## **6. Company Secretary and Registered Address**

6.1 Every Hong Kong company must appoint a statutory company secretary. If the company has only one director, that director cannot act as the company secretary.

6.2 The Company may act as company secretary at an additional charge. The company secretary is not the private secretary of a director or executive, but one of the senior executives of the company.

6.3 The Company may provide registered address service at an additional charge. The registered address will be shown on the Business Registration Certificate and the public records of the Companies Registry.

## **7. Compliance**

7.1 Pursuant to the Business Registration Ordinance (Cap. 310), a company must notify the Commissioner of Inland Revenue in writing of its business particulars within 1 month of the date of commencement of business. Failure to comply is an offence and may result in a maximum fine of HKD 5,000 and imprisonment for one year.

7.2 According to the Companies Ordinance, a local private company must deliver its annual return to the Registrar of Companies for registration within 42 days after the anniversary of the date of the company's incorporation in that year. Failure to deliver within the prescribed time period is a criminal offence, and the company and every responsible officer may be prosecuted.

7.3 Pursuant to Section 3(1) of the Companies (Disclosure of Company Name and Liability Status) Regulation (Cap. 622B), a company must continuously display its registered name in legible characters at its registered office and every business venue. Failure to comply may result in a fine of HKD 10,000.

7.4 According to the Hong Kong Companies Ordinance, all Hong Kong limited companies must engage certified public accountants registered and authorized to provide statutory audit services by the Hong Kong Institute of Certified Public Accountants to audit their financial statements.

## **8. Annual Return Government Fee**

8.1 The client may choose to prepay the government fee for the annual return to ensure that the Company can submit the annual return within the prescribed time limit.

8.2 If the client does not wish to prepay the government fee for the annual return, the client understands that there is a possibility that the Company may fail to submit the annual return within the prescribed time limit.

8.3 If any government fines or legal liabilities arise, the client's company shall bear full responsibility. The Company shall not be liable for any government fines or legal liabilities.

## **9. Disclaimer**

9.1 The Company only provides company incorporation and related administrative services, and does not provide legal, tax or accounting advice.

9.2 The Company shall not be liable for any loss or delay caused by government approval delays, policy changes, force majeure or other factors beyond the Company's control.

9.3 The client shall ensure that its business nature, company name and all information comply with Hong Kong laws and regulations.

## **10. Personal Data Collection**

10.1 Personal data provided by the client will only be used for processing company incorporation and related services, and will be handled in accordance with the Hong Kong Personal Data (Privacy) Ordinance.

10.2 The Company may provide client data to government departments, banks or relevant institutions to complete the required services.

10.3 The client has the right to access and correct their personal data by making a written request to the Company.

## **11. Governing Law and Dispute Resolution**

11.1 These Terms and Conditions shall be governed by the laws of the Hong Kong Special Administrative Region.

11.2 Any dispute arising from these Terms and Conditions shall first be resolved through friendly negotiation. If negotiation fails, the dispute shall be submitted to the courts of the Hong Kong Special Administrative Region.

## **12. Others**

12.1 The Company reserves the right to amend these Terms and Conditions at any time. Amendments will be notified to the client in writing or by email.

12.2 These Terms and Conditions are written in both Chinese and English. In case of any discrepancy, the Chinese version shall prevail.

12.3 By signing the application form, the client confirms that they have read, understood and agreed to all contents of these Terms and Conditions.