



## 電子印花徵費系統的系統管理員帳戶申請表格 Application Form for E-levy System Administrator Account

會員名稱

Name of member: \_\_\_\_\_

地址

Address: \_\_\_\_\_

牌照號碼

Licence no.: \_\_\_\_\_

分行數目

No. of branches: \_\_\_\_\_

電子印花上的公司名稱 (最多 23 個字母或數字)

Company name to be printed on E-levy stamp (max. 23 characters): \_\_\_\_\_

系統管理員帳戶名稱 (6-30 個字母或數字)

User ID of administrator account (6-30 characters): \_\_\_\_\_

聯絡人

Contact person: \_\_\_\_\_

聯絡人電話號碼

Contact telephone no.: \_\_\_\_\_

聯絡人電郵地址

Contact email address: \_\_\_\_\_

電子印花徵費系統培訓帳戶系統管理員帳戶名稱

User ID of administrator account at E-levy System training site: \_\_\_\_\_

本人謹此代表本公司聲明：申請表上提供的資料全屬真實準確，本人已閱覽並同意遵守電子印花徵費系統的使用規則及條款，以及本公司已透過電子印花徵費系統培訓網站熟習該系統。

I, on behalf of the Company, hereby declare that the information provided in this application form is true and accurate in all aspects, I have read and agree to observe the terms and conditions for use of the E-levy System, and the Company has familiarised itself with the E-levy System through its training site.

授權人士簽署及公司印章

Authorised Signature & Company Stamp

簽署人姓名

Full name of Person Signing

日期 Date

職位 Designation

只供議會辦事處填寫 For official use only

批准 Approved  不批准 Disapproved

電子印花徵費系統的系統管理員帳戶建立者

E-levy System administrator account created by \_\_\_\_\_

日期 on \_\_\_\_\_



### 電子印花徵費系統的使用規則及條款

#### Terms and conditions for use of the E-levy System

1. 電子印花徵費系統為旅遊業賠償基金管理委員會(此後簡稱「管理委員會」)建立及全權擁有。  
The E-levy System is set up and fully owned by the Travel Industry Compensation Fund Management Board (hereafter called "TICFMB").
2. 每家會員只可設立一個電子印花徵費系統的系統管理員帳戶(此後簡稱「系統管理員帳戶」)，然後自行設立其公司員工所使用的電子印花帳戶(此後簡稱「電子印花帳戶」)。  
Only one E-levy System administrator account (hereafter called "Administrator Account") will be created for each member, which will then create by itself the E-levy accounts for use by its staff (hereafter called "E-levy Account").
3. 會員所申請的系統管理員帳戶，只供會員用作設立電子印花帳戶、繳付印花徵費、為電子印花帳戶增值及申請退還已繳付的印花徵費。如有不正常使用、濫用或有違上述目的的活動，系統管理員帳戶及 / 或電子印花帳戶可被即時暫停或刪除，無須另行通知。  
Each member may apply for an Administrator Account for the sole purpose of creating E-levy Accounts, making levy payment, reloading its E-levy Accounts and applying for a refund of the levies paid. Any abnormal use, abuse or activities in violation of the purpose may result in immediate suspension or deletion of its Administrator Account and/or E-levy Accounts without prior notice.
4. 會員申請系統管理員帳戶前，必須先申請電子印花徵費系統培訓帳戶(此後簡稱「培訓帳戶」)，並有實際操作經驗。如會員未能遞交已填妥及簽署的「電子印花徵費系統培訓網站熟習清單」，其申請將不獲處理。  
Each member shall have applied for an E-levy System training account (hereafter called "Training Account") and have hands-on experience with it before applying for an Administrator Account. If a member cannot submit the completed and signed "E-levy System Training Site Familiarisation Checklist", its application will not be processed.
5. 會員須按第 234 號指引的規定，向顧客收取外遊費後在收據上加蓋印花，並將印花收據發給顧客。收據上的電子印花必須清晰可見，長闊比例必須為 3.5 比 1，大小為 7 厘米乘 2 厘米或以上。  
When members collect outbound fares from customers, the receipts shall be franked or stamped with levy stamps and the receipts with levy stamps shall be sent to the customers in accordance with Directive No. 234. E-levy stamps on receipts shall be legible and the ratio of length to width of an e-levy stamp shall be 3.5 to 1, with its size not smaller than 7cm x 2cm.
6. 會員及其系統管理員帳戶與電子印花帳戶的持有人，確認有關帳戶的帳戶名稱及密碼均為機密資料，會採取一切必需的預防性安全措施，包括：(i) 真誠地以合理程度的謹慎及應盡的努力，把系統管理員帳戶與電子印花帳戶的帳戶名稱及密碼保密，並且不會把這些資料向任何人透露，導致未經授權的披露或濫用；(ii) 在使用電子印花徵費系統時謹慎從事，並設有良好的內部控制。  
The member and the holders of its Administrator Account and E-levy Accounts acknowledge that the user IDs and the passwords for all the relevant accounts are confidential and shall at all times take all necessary precautionary security measures including: (i) to act in good faith, exercise reasonable care and diligence in maintaining the confidentiality of the user IDs and the passwords for its Administrator Account and E-levy Accounts and not disclose the same to any person in a manner that could result in unauthorised disclosure or misuse; and (ii) to exercise due care and good internal control within its operation when using the E-levy System.
7. 除非會員提出相反證明，否則任何人以該會員的系統管理員帳戶與電子印花帳戶的帳戶名稱及密碼使用電子印花徵費系統，即視作由該會員使用電子印花徵費系統。議會沒有責任調查或核實該人的權力。除另有相反證據外，管理委員會所備存電子印花徵費系統的使用記錄，為最終及決定性的記錄。  
Unless a member can adduce evidence to prove the contrary, the use of its Administrator Account and E-levy Accounts by any persons with the relevant user IDs and the passwords shall be deemed the use of the E-levy System by the member. The TIC shall have no obligation to investigate or verify the authority of such persons. The TICFMB's records of any use of the E-levy System shall be final and conclusive unless and until the contrary is proved.
8. 會員及其系統管理員帳戶與電子印花帳戶的持有人，必須對因意外、疏忽或未經授權而披露其系統管理員帳戶及 / 或電子印花帳戶的帳戶名稱及 / 或密碼給任何人負上全部責任，並須承擔任何被未經授權人士



及 / 或因未經授權用途而使用其系統管理員帳戶及 / 或電子印花帳戶的帳戶名稱及 / 或密碼所引致的風險及法律責任。

The member and the holders of its Administrator Account and E-levy Accounts shall be fully responsible for any accidental, negligent or unauthorised disclosure of the user IDs and/or the passwords for its Administrator Account and/or E-levy Accounts to any other person and shall bear the risks of and the liability arising from the user IDs and/or the passwords for its Administrator Account and/or E-levy Accounts being used by unauthorised persons and/or for unauthorised purposes.

9. 會員須自行承擔使用電子印花徵費系統的全部風險。電子印花徵費系統是在「按現狀」及「按可使用」的基礎上提供。議會明確豁免本身所有明示或暗示的保證、條件及任何其他條款，包括但不限於任何隱含條款或適銷性、滿意品質、適合作某種特定用途，以及任何提供電子印花徵費系統時須符合的標準或合理的謹慎與技術。

The use of the E-levy System is absolutely at the member's sole risk. The E-levy System is provided on an "as is" and "as available" basis. The TIC expressly disclaims all warranties, conditions and other terms of any kind, whether express or implied, including but not limited to any implied term or merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of the E-levy System to a standard or reasonable care and skill.

10. 議會就以下各點不作任何保證或陳述：(i)電子印花徵費系統將滿足會員的要求；(ii)電子印花徵費系統不會中斷，並會及時、安全或毫無錯誤；(iii)使用電子印花徵費系統可能獲得的結果會準確或可靠；以及(iv)透過電子印花徵費系統獲取的任何資料或內容的質量將符合會員的預期。

The TIC makes no warranty or representation that (i) the E-levy System will meet a member's requirements; (ii) the E-levy System will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the E-levy System will be accurate or reliable; and (iv) the quality of any information or other material obtained through the E-levy System will meet the member's expectations.

11. 透過使用電子印花徵費系統獲得及 / 或下載的任何材料，均由會員自行決定及承擔風險。會員對涉及任何有關材料而導致任何對會員電腦系統的損毀或資料損失將自行承擔全部責任。

Any material is downloaded and/or obtained through the use of the E-levy System at the member's own discretion and risk and the member will be solely responsible for any damage to the member's computer system or loss of data that results from or related to any such material.

12. 會員及其系統管理員帳戶與電子印花帳戶的持有人清晰理解並同意，倘若因(i)使用或未能使用電子印花徵費系統；(ii)會員的傳輸資料或數據在未經授權的情況下被使用或變更；(iii)任何第三方就電子印花徵費系統作出的聲明或行為；及 / 或(iv)與電子印花徵費系統有關的任何其他事項，而導致的直接、間接、事故性、特殊、後果性或懲罰性賠償(包括但不限於因溢利、商譽、使用、數據或其他無形損失而引致的賠償)，議會將無須承擔任何責任(即使議會已獲悉可能會有相關賠償)。

The member and the holders of its Administrator Account and E-levy Accounts expressly acknowledge and agree that the TIC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if the TIC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the E-levy System; (ii) unauthorised access to or alteration of the member's transmissions or data; (iii) statements or conduct of any third party on the E-levy System; and/or (iv) any other matter relating to the E-levy System.

13. 會員須向其系統管理員帳戶與電子印花帳戶的使用者傳達有關規則及條款，並確保使用者遵從。

The member is required to convey the terms and conditions concerned to any users who will use their Administrator Account and E-levy Accounts and ensure compliance by all users.

14. 議會有絕對權力和酌情權代管理委員會暫停或刪除任何系統管理員帳戶或電子印花帳戶，或增加、修改、減少、中止或終止電子印花徵費系統下的服務(或其任何部份)，無須事先通知有關會員。

The TIC has the absolute right and discretion to suspend or delete any Administrator Account or E-levy Accounts or expand, modify, reduce, suspend or discontinue the services offered under the E-levy System (or any part thereof) on behalf of the TICFMB without prior notice to the member concerned.

15. 議會有權接受或拒絕任何申請。

The TIC reserves the right to accept or reject any application.



16. 數碼證書使用者於使用電子印花徵費系統時，可繼續使用其數碼證書以確認其身分。  
A digital certificate holder may continue to use its digital certificate for authentication purposes in using the E-levy System.
17. 議會可不時在不作事先通知下修訂此等規則及條款，會員同意受最新版本所約束。  
These terms and conditions may be amended by the TIC from time to time without prior notice and the members agree to be bound by the updated version.
18. 此等規則及條款，不論是明訂或隱含，均無意或不會向任何人授予其若非因《合約(第三者權利)條例》(香港法例第 623 章)即不會享有的任何利益或行使任何條款的任何權利。  
Nothing in these terms and conditions, whether express or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
19. 此等規則及條款受香港法例所規管，且會員接受香港法院的司法管轄權管轄。  
These terms and conditions shall be governed by the laws of Hong Kong and the member submits to the jurisdiction of the Hong Kong court.