

條款和條件 Terms and Conditions

General 一般條款

- 由會計妹有限公司（“會計妹”或“本公司”）向服務申請人（“客戶”）提供客戶所需要服務之申請表及和此服務有關之“條款和條件”由會計妹提供，並由客戶同意，雙方共同履行有關服務之“條款和條件”。
The Application Form and the "Terms and Conditions" to AccGirl Limited ("AccGirl") for providing services required by service applicant(s) (the "Client") are provided by the by AccGirl, and accepted the Client, both parties jointly fulfill the "Terms and Conditions" of the service.
- 客戶或客戶代表所提供的一切資訊（“客戶資訊”）均為準確與完整的。本公司將依賴所獲提供的客戶資訊，本公司不會對客戶資訊進行任何評估或核證，也不會對任何錯誤資訊所引致之損失負責。
The information provided by the Client (“Client Information”) must be accurate and complete. AccGirl will depend on what the Client provides, AccGirl would not do any evaluation or certification about the Client Information and will not be responsible for any lost suffered due to the inaccurate or incomplete information provided.
- 就以下的情況，本公司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
Under the following circumstances, AccGirl reserves all rights to terminate services without any prior notice. AccGirl shall bear no legal responsibilities nor shall be liable for any claims or compensation for discontinuing services.
 - 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；
The Client has failed to settle any service fees, handing fees or reimbursements of postage, or to renew business registration on time;
 - 客戶涉嫌進行或涉及任何非法、違例或詐騙活動；
In suspicion of the Client is involving in or carrying out of fraud and/or any illegal or improper activities;
 - 客戶涉嫌利用本公司提供的服務作展銷會或招聘會等活動；
In suspicion of the Client is using provided services to hold any promotional sales or public recruitment events;
 - 客戶涉嫌在未經本公司許可下，把服務轉移或分配至任何第三者使用。
In suspicion of the Client is transferring or assigning any or part of the service to any other parties, without the prior authorization from AccGirl.
- 如對服務有任何爭議，本公司將保留服務解釋權之最終決定權。本公司有權在任何情況下中止服務，退還收取之服務費（扣除已提供服務收費後）及相關文件。
In the event of any dispute over the service, AccGirl reserves the right of final decision on service interpretation. AccGirl has the right to suspend the service under any circumstance and to refund the service fee collected (after deducting the service charge for service already provided) and related documents.
- 本公司保留對本“條款和條件”解釋的最終決定權。。
The Company reserves the right of final decision on the interpretation of the “Terms and Conditions”.
- 本公司不承擔任何客戶的管理層責任。
AccGirl does not undertake any client management responsibility。
- 客戶已知悉因語言、文字或電子通訊的限制，如服務受阻、延誤或中斷、或任何錯漏，本公司的責任只限於其服務受影響的服務費，本公司唯一的義務僅限於受影響期間的服務費用。
The Client acknowledges that due to the imperfect nature of verbal, written and electronic communications, AccGirl is not responsible for any failure to render any service, or any delay or interruption of any service; the sole obligation is limited to the services charges during the affected period.
- 客戶同意不會因服務受阻、延誤或中斷、或任何錯漏而引致的直接或間接損失(包括業務及收益之損失)而提出索償。
The Client agrees to waive, and agrees not to make any claims for damages, direct or consequential, including with respect to lost business or profits, arising from any service, any error or omission with respect there to, or any delay or interruption of services.
- 服務期會按照客戶每次繳付的服務週期而延續，而本“條款和條件”之內容亦會於新延續的服務期內適用。
The contract period will be extended according to the period covered of each payment of the Client forward, and the content of this “Terms and Conditions” will be applicable within the extended contract period.
- 客戶應於本公司發出賬單列明的到期日前繳交費用，否則本公司有權終止其服務而不作另行通知。若客戶要求重啟因延遲繳款或欠款被終止的服務，本公司將會向客戶收取於終止期間的相關服務費用。
The Client shall pay the fees before the due date specified on the relevant invoices, or AccGirl has the right to suspend the services to the Client without prior notice. If Client requests to reactive the services which has been suspended by AccGirl due to late payment or overdue situation, AccGirl shall charge the Client the service fees for the suspended period.
- 客戶如需更改服務指令、內容或地點，需以書面形式通知本公司，及繳付相關費用。
If the Client requires making amendments to service instructions, contents or location, a written notice should be given to AccGirl to the amendment take place, related service fees shall apply.
- 若有本公司不能控制的事件(包括客戶的作為或不作為)，影響本公司按原定計劃履行本服務的能力，本公司或會酌加服務費用。For AccGirl uncontrollable events, including Client act or omission to act, which affects AccGirl’s ability to perform the service, AccGirl may charge additional service fee.
- 客戶資料 Client Data
 - 為使本公司向客戶提供所申請的服務，客戶須向本公司提供其個人及公司資料（“客戶資料”）(以本公司不時規定或接納的方式)。如客戶未能向本公司提供有關資料，可能會導致本公司無法提供該等服務。

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To enable AccGirl to provide the Client with any services, the Client is required to supply AccGirl his/her personal information and company information ("Client Data") (in such manner as may be prescribed or accepted by AccGirl from time to time). The Client's failure to do so may result in AccGirl's inability to provide such services.

- b) 在本公司向客戶提供服務的規限下，客戶資料及與本公司進行任何交易的有關詳情和所有資料，將會用於本公司向客戶提供該服務的有關用途。並且客戶同意此等客戶資料可用於向客戶提供服務及向客戶推介本公司其他服務及本公司不時推出之優惠等用途。

Subject to the condition that AccGirl agrees to provide the service to the Client, the Client Data and details and all information relating to any transactions or dealings with the AccGirl will be used in connection with the provision of such service to the Client or for the introduction of AccGirl's other service and/or promotions launched by AccGirl.

- c) 客戶同意本公司可就該等客戶資料、詳情及資料予以使用、儲存、轉讓，及向為本公司提供服務的機構或本公司認為有需要的任何其他人士披露；並用於與本公司可能向客戶提供的服務有關，及／或與為各種目的（無論是否為要採取任何不利於客戶的行動）而核對客戶的其他資料有關，及／或與推廣、改善及促進本公司向客戶提供服務有關，及／或根據本公司不時向客戶發出的結單、通告、通知或其他條款及條件所載的本公司一般客戶資料披露政策而用於任何其他用途及向有關人士透露客戶資料。

The Client agrees that AccGirl may use, store, transfer, disclose the Client Data and details and all information to service providers or any other person as AccGirl considers necessary, for any purpose in connection with the services AccGirl may provide to the Client, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Client) with other Client Data concerning the Client, and/or for the purpose of promoting, improving and furthering the provision of services by AccGirl to customers generally, and/or any other purposes and to such persons as may be in accordance with AccGirl's general policy on disclosure of Client Data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by AccGirl to the Client from time to time.

- d) 若該（等）服務供應商所在地區的資料保障條例較為寬鬆，本公司將要求該（等）服務供應商向本公司作出與本港的資料保障條例大致上相同的保密承諾。在任何情況下，本公司將會繼續負責將此等客戶資料、詳情或資料保密。

Where the service provider is situated in an area where there are less stringent data protection laws, AccGirl will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong SAR. In any event, AccGirl will remain responsible for ensuring the confidentiality of such Client Data, details and information.

- e) 客戶有權要求查閱及改正任何客戶資料。客戶可書面向本公司提出有關要求。本公司會盡可能滿足客戶的要求，惟本公司在適用的法律及規則下或須拒絕客戶的要求。

The Client has the right to request access to and correction of any of the Client Data. Any request may be made to AccGirl in writing. The AccGirl will comply with such requests unless AccGirl may or is required to refuse to do so under the applicable law and regulations.

- f) 客戶同意接收本公司推廣優惠之資訊，如客戶日後不欲繼續接收有關本公司推廣資訊，可隨時通知本公司停止有關資訊之發送。

The Client agrees AccGirl send promotion information to the client. Should the client determine not to continue receiving such information, the Client can inform AccGirl and cease the receipt of such promotion information.

14. 若因客戶及本公司合理控制以外的情況而出現違反本“條款和條件”的情況，客戶及本公司均無須負責（付款責任除外）。

The Client and AccGirl shall not be liable (except payment obligations) for any violation of the "Terms and Conditions" due to circumstances beyond the reasonable control of the Client and AccGirl.

15. 由會計妹向客戶提供客戶所需要之服務及和此服務有關之“條款和條件”受香港特別行政區法律管轄，且應當依照香港特別行政區法律進行解釋。如雙方因有關服務及其“條款和條件”而發生的爭議，應友好協商解決。經友好協商不成的提交香港國際仲裁中心進行仲裁。

The service provided by AccGirl to the Client and the "Terms and Conditions" related to the service shall be governed by and construed in accordance with the Laws of the Hong Kong Special Administrative Region. If both parties dispute over the service and its "Terms and Conditions", it should be settled by friendly negotiation. If the dispute cannot be resolved, it will be settled by Hong Kong International Arbitration Center for arbitration.

16. 會計妹向客戶提供客戶所需要服務之申請表及此“條款和條件”構成雙方就本服務所涵蓋其他事項的全部協定，並取代先前一切有關的協議、諒解、聲明。

The Application Form for providing services required by the Client and the "Terms and Conditions" to constitutes the entire agreement of all matters covered regarding the service and replace the previous all relevant agreements, understandings and declarations.

17. 雙方可用電子方式簽署客戶所需要服務之申請表（及其修訂），各方可在申請表的不同副本上簽署。申請表或任何其他附件及其“條款和條件”的修訂，必須經雙方書面同意。

Both sides can electronically sign the application form (and its amendments), the parties signed on different copies of the application form. The application form or any attachments amendments and the "Terms and Conditions" must be agreed to by both parties in writing.

18. 會計妹向客戶提供客戶所需要服務之申請表及此“條款和條件”的任何條文（不論全部或部分）若被認為不合法、無效或因其他理由不能執行，其他條文仍具有十足效力。

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If any of the provisions of the Application Form and the "Terms and Conditions" (whether in whole or in part) identified as illegal, void, or for any other reason, unable to perform, the other provisions remain in full force and effect.

會計服務附加條款 (如適用) Additional terms for Accounting Services (if applicable)

19. 客戶有責任採取健全的會計政策，保持充足和高效的會計制度，保障資產，對於授權交易，保留證明文件以證明的有關交易，並制定內部控制制度，除其他事項外，幫助保證適當的財務報表的編制。此外，客戶還負責管理決策，指定一個稱職的員工來監督任何我們所提供的服務，以評估是否足夠，以及這些服務的結果。
The Client is responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, the Client is responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, for evaluating the adequacy and results of those services.
20. 為了讓本公司順利及有效率的完成客戶之會計服務服務，我們需要無限制地獲得有關客戶的下列文件和資料：
In order for AccGirl to complete the accounting service for the Client, and to do so efficiently, we require unrestricted access to the following documents and information:
- a) 基本文件反映了客戶的金融交易，包括支票存根，現金收據，現金支付，銀行對賬單，投資、物業及設備、銷售、採購、收入、費用和其他有關文件；
Copies of basic documents reflecting the financial transactions, including check stubs, cash receipt, cash payments, bank statements, and documentary supports of investment, property and equipment, sales, purchase, incomes, expenses and other dispositions;
 - b) 關於債務、抵押或質押，擔保，租賃或其他可能影響客戶業務運營的結果之資訊；
Information concerning any mortgage or pledge of business assets on business debts, any guarantee or debt, lease, or other information that effects or may affect the result of operations of the business
 - c) 任何其他必須的反映在客戶會計記錄的相關文件
Any other financial information necessary for purpose of reflection on your accounting records
21. 客戶任何未能及時提供上述文件和資料將會阻礙本公司之服務，客戶並同意承擔由於任何基本財務資訊或交易文件未提交給本公司處理而引致財務資訊錯漏之責任。
Any failure to provide such documents and information, and to do so on a timely basis, will impede AccGirl's services. The Client agree to accept responsibility for any effect on your accounting records and financial statements of basic financial information or transaction documents not submitted to us for processing and entry in the accounting documents, or losses that may result from their absence.
22. 為將客戶提供之基本財務資料及交易文件制定為財務報表，有關分類將按將由客戶提供或與客戶商定後的決定。隨著客戶之公司經營狀況的變化，本公司與客戶可以相互同意改變有關分類。
For purpose of inputting the financial information and preparation of the financial statements from the basic transaction documents, classifications will be done according to classification provided by the Client or agreed between AccGirl and the Client. As the business conditions change, AccGirl and the Client may mutually agree to change the classifications.
23. 客戶若因使用了會計服務而將有關會計文件存放於本公司任何辦事處內，而本公司亦因已完成相應會計服務或於任何情況下需要客戶取回其所有會計文件，客戶必須於十個工作天內將其取回。如本公司未能成功與客戶聯繫上或成功聯絡客戶並相約時間到本公司辦事處取回相關會計文件但客戶未有或拒絕於指定時間內取回文件及繳付相應費用(如適用)，本公司將於十八個月後棄置其會計文件而不作另行通知。
If the client deposited the relevant accounting document(s) in any of AccGirl's offices due to the use of accounting service(s) provided by AccGirl and AccGirl has completed the corresponding accounting service(s) and/or in any event AccGirl requires the customer to retrieve all accounting document(s), all document(s) must be retrieved within 10 working days. If AccGirl fails to contact the customer, or, successfully contacted the client but the client fails or refuses to retrieve all relevant accounting document(s) at AccGirl's offices within the prescribed time period and pay the corresponding fee (if applicable), all relevant accounting document(s) shall be disposed after 18 months without further notice.

公司秘書服務的附加條款 (如適用) Additional terms for Company Secretary Service (if applicable)

24. 客戶必須於公司成立日後十個工作天內拿取所有存放於本公司之成立公司文件及公司綠盒 (如有購買)。否則本公司將收取每月港幣 300 元存放費，為期六個月。六個月過後，本公司會棄置有關文件及物品而不作另行通知。
The Client must pick up the company incorporation documents and/or Green Box (if purchased) from AccGirl's office no later than 10 business days from the Client's company incorporation date. AccGirl will charge HKD300 per month up to 6 months should the Client fail to do so. After 6 months, we will dispose the contents appropriately.

虛擬辦公室、電話和傳真服務的附加條款(如適用) Additional terms for Virtual Office; Phone & Fax Service (if applicable)

25. 客戶知悉並同意由會計妹向客戶提供客戶之虛擬辦公室、電話和傳真服務沒有賦予客戶佔用或使用任何虛擬辦公室所列地址之辦公室、設備或設施或會計妹之辦公室、設備或設施之權力。
The Client acknowledges and agrees that the virtual office, telephone and fax service provided to the Client by AccGirl does not entitle the Client to occupy and access any part of the premises, and any equipment or facilities within the premise of the virtual office address under the service or any part of the premises, and any equipment or facilities of AccGirl.
26. 本公司只為申請人之公司(“客戶之公司”)提供虛擬辦公室服務，故不會代收其聯絡人/申請人之私人信件或包裹。

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如有此情況，本公司有權拒收有關物品，或收取 HKD100 手續費(每封/件)，並且本公司不承擔任何因此引致之損失(包括但不限於信件或包裹丟失)。

The virtual office service is provided to the company registered with us (the “Client Company”). Thus AccGirl will not accept the mails and/or parcels of the Client Company’s contact persons/applicants. If any mails or parcels are sent to AccGirl, AccGirl has the right to reject the items or will charge HKD100 handling fee per mail/parcel. Moreover, AccGirl will not be responsible for any loss incurred (including but not limited to the loss of mail or parcels).

27. 客戶不能在服務生效前或終止後，公開或使用本公司提供的地址、電話號碼以及傳真號碼。客戶也不能以其他未向本公司登記的公司和用戶的名義，公開或使用本公司提供的地址、電話號碼以及傳真號碼。

The Client shall not publish or use AccGirl provided address, telephone number and fax number before the commencement or after the termination of the service. The Client shall not let any company or user not registered with AccGirl to publish or use AccGirl provided address, telephone number and fax number.

28. 在服務生效前及或終止期間，或任何未經許可的情況下，本公司有權拒絕收取客戶之公司的郵件、包裹、電郵或傳真，及拒絕處理客戶專線電話的來電或傳真，v 不負責通知客戶此類處理。在服務終止的 30 天後，客戶遺下的任何郵件、包裹、傳真和物件，本公司有權代為處理或棄置而不作另行通知。

Before the commencement of service, during suspension period, or any situation without the prior authorization, AccGirl reserve the right to reject any mails, parcels, faxes or any other objects sent to the Client Company and will not handle all calls from the assigned telephone/fax numbers. AccGirl is not responsible to notify the Client of such treatments. 30 days after the termination of service, any mail, parcels, fax or any other objects sent to or left at any offices of AccGirl shall be at the disposal of AccGirl at its absolute discretion.

29. 代收取客戶郵件及包裹 MAIL AND PARCEL HANDING SERVICES

- a) 包裹的體積不應超過 30 釐米*30 釐米*15 釐米。如包裹超過 30 釐米*30 釐米*15 釐米，本公司將按 HKD20/每天/每 30 釐米*30 釐米*15 釐米收取存放費(有關費用可以不時調整而不做通知)，並且本公司有權拒收任何超出上述體積的包裹。

The volume of parcels shall not exceed 30cm*30cm*15cm. If the volume of parcels exceed 30cm*30cm*15cm, storage fee will be charged at HKD20/day/30cm*30cm*15cm (the fee maybe adjusted on a timely basis and not notify the Client). Moreover, AccGirl reserve the right to refuse receiving mails and parcel exceeding the above stated size.

- b) 客戶之體積不超過 30 釐米*30 釐米*15 釐米的包裹可以免費存放 3 天，3 天後本公司將收取存放費(HKD20/每天/每件)。

The storage of the parcels with volume of parcels not exceeding 30cm*30cm*30cm can be stored free with AccGirl for the first 3 days and HKD20/item/day will be charged afterwards.

- c) 本公司有拒絕收任何危險或非法物件。

AccGirl reserves the right to refuse receiving any dangerous or illegal items.

- d) 超逾 30 天不取，及不能聯絡者，本公司將自行處理寄存物，而不另行通知，並且不負任何責任，後果客戶自負。若客戶暫存的物件基於任何原因而被盜，遺失或損毀，本公司不須為此而負上任何責任。

Mail and parcels uncollected over 30 days, or if the Client is un-contactable, the mails and parcels shall be disposed of without any notice. AccGirl shall not be responsible for any losses or any obligations. AccGirl shall not be liable if the stored items are lost, being stolen or damaged due to any reason during the storage period.

- e) 如閣下選用本公司之虛擬辦公室服務，本公司將協助貴公司直接處理所有來自公司註冊處及稅務局之信件(包括為客戶拆閱有關信件)。

If you are choosing our Virtual Office Service, AccGirl will help your company directly handle all the letters from the Companies Registry and the Inland Revenue Department (including open and scan through the letters).

30. 轉寄郵件及包裹服務 MAIL FOWARDING SERVICES

若客戶需要轉寄郵件及包裹，需於服務申請時提出，或每次以電郵或書面形式通知本公司。本公司不會為轉寄郵件及包裹所引致的損失、被竊、被破壞、或任何災害，而作出任何賠償及負上任何責任。本公司每次將收取 HKD100 元手續費(不包轉寄郵件及包裹之郵寄費用)。

If mail forwarding services is required, the Client should state at the time of application. Otherwise, the Client should notice AccGirl by email or written notice afterward every time. AccGirl shall not be liable for any losses, damages, cost, claims and expenses of liabilities of whatever nature in mail forwarding. AccGirl will be charged HKD100 for handling charge (excluding mailing fee) of the forward mails and/or parcels.

31. 電話服務 CALL SERVICES

- a) 所有來電轉駁服務只適用於本地電話號碼。

All call forwarding services apply to local telephone number only.

- b) 若客戶須更改系統直接轉駁之指定號碼，須於生效期前 3 個工作天向本公司以書面形式通知。

If the designated number direct transferred by system is to be changed, a formal written notification should be submitted to AccGirl on or before 3 working days prior to the effective day.

- c) 為保障客戶之利益及私隱，所有來電訊息只會儲存 48 小時。

For protecting the Client’s interest and privacy, all messages from callers will be reserved 48 hours only.

- d) 專線電話服務只限代接後留言及轉駁電話，而不包括任何產品查詢，報價及客戶服務的工作。

The telephone services provided by AccGirl can be only used for receiving calls, leaving messages and transferring calls on behalf of the Client, not including any services related to product inquires, making quotations and customer services.