Terms and Conditions for Value-Added Service Providers for the Trade Single Window

1. The following are the Terms and Conditions ("T&Cs") applicable to every Value-added Service Provider ("VASP") being granted an approval by the Commissioner of Customs and Excise ("the Commissioner"), and all approved VASPs shall comply with and be bound by the T&Cs set out herein for the provision of value-added services ("VASes") to their clients.

Introduction

2. The Commissioner may, under section 30D(4) of the Import and Export Ordinance ("Cap. 60") and corresponding provisions of the Dutiable Commodities Ordinance ("Cap. 109"), the Reserved Commodities Ordinance ("Cap. 296"), the Industrial Training (Clothing Industry) Ordinance ("Cap. 318") and the Protection of Non-Government Certificates of Origin Ordinance ("Cap. 324"), impose such terms or conditions on the approval of a VASP as the Commissioner considers appropriate. Such terms or conditions may set out the obligations of the VASP, including requirements on service standards, authorisation handling, data integrity, operational responsibilities arising from transmissions made on behalf of traders, and compliance monitoring, without prejudice to the statutory responsibilities of traders under the applicable ordinances.

3. The following T&Cs govern a VASP in relation to -
   (a) the transmission, on behalf of another person, of any specified information using the specified system, namely the Trade Single Window ("TSW"), in accordance with corresponding provisions of the Governing Ordinances; and

   (b) transitional support arrangements, where applicable, to facilitate account registration, migration or related services as may be specified by the Customs and Excise Department ("C&ED").

Definitions

4. In these T&Cs, unless the context otherwise requires -
   (a) **"C&ED"** means the Customs and Excise Department;
   (b) **"Commissioner"** means the Commissioner of Customs and Excise;
   (c) **"Governing Ordinances"** means the Import and Export Ordinance ("Cap. 60"), the Dutiable Commodities Ordinance ("Cap. 109"), the Reserved Commodities Ordinance ("Cap. 296"), the Industrial Training (Clothing Industry) Ordinance ("Cap. 318") and the Protection of Non-Government Certificates of Origin Ordinance ("Cap. 324"), which set out provisions relating to the definition of VASP, relevant obligations and offences, etc.;

(d) "**Government**" means the Government of the Hong Kong Special Administrative Region ("the HKSAR");

(e) **"PGA"** means participating government agency, i.e. a government department whose trade document(s)/cargo information is handled via the TSW system;

(f) **"TDEC"** means the import and export declarations that are required to be lodged under section 4 and 5 of the Import and Export (Registration) Regulations (Cap. 60E);

(g) **"Practice Guidelines"** means the guidelines issued by the Commissioner under section 30B of Cap. 60 and corresponding provisions of the other Governing Ordinances, specifying the class or classes of information to which Part VIA of Cap. 60 and relevant provisions of the other Governing Ordinances apply, the manner in which an application for approval as a VASP is to be made, the matters to which the Commissioner may have regard, and the standard at which a VASP is expected to provide its services. The Commissioner may amend or revoke any of the Practice Guidelines;

(h) **"Specified Information"** means the class(es) of information specified in the Practice Guidelines;

(i) **"Tier-I VASP"** means a VASP approved to transmit specified information not involving the collection or payment of government charges, levies or fees, in accordance with the applicable Practice Guidelines and T&Cs;

(j) **"Tier-II VASP"** means a VASP approved to transmit a broader range of specified information, including specified information involving the collection or payment of government charges, levies or fees, in accordance with the applicable Practice Guidelines and T&Cs;

(k) **"Trade Single Window"** or "TSW" means a one-stop electronic platform for registered users to lodge import and export trade documents and cargo information with the Government for trade declaration and cargo clearance;

(l) **"Traders" or "the trade"** refers to "other persons" authorising VASPs to transmit specified information under the Governing Ordinances;

(m) **"TSW system"** means the information system specified in Schedule 4 of Cap. 60 for the transmission of information to or from the Government or its users;

(n) **"TSW Company/Organisation account"** means a TSW account registered and created in the TSW System by a business entity/organisation;

(o) **"transmit",** in relation to any information, includes sending, delivering, giving, lodging, submitting and furnishing the information;

(p) **"Value-added Service Provider"** or "VASP" means a person approved by the Commissioner under the Governing Ordinances to transmit, on behalf of another person, any specified information using the TSW system; and

(q) **"Value-added Service"** or "VAS" means a service provided by a VASP to transmit, on behalf of another person, any specified information using the TSW system, and includes any ancillary services permitted under the applicable Practice Guidelines and T&Cs.

Scope of Services

5. A VASP shall provide the following services strictly comply within the scope of its approval and in accordance with the applicable Practice Guidelines and these T&Cs:
   (a) electronic transmission, on behalf of traders and where authorised, of specified information for which the VASP is approved, to the Government via the TSW system, together with follow-up matters incidental thereto;
   (b) Electronic Trading Access Service ("ETAS"), whereby non-electronic submissions by traders are converted into electronic transmission to the TSW system, including the collection of such identification and contact information (i.e. email address or phone number) from the trader as may be necessary for submission and follow-up; and
   (c) where the VASP is approved as a Tier-II VASP and where payment forms part of the approved scope of services, payment, where authorised, of government charges, levies or fees in relation to the specified information, using payment services supported by the TSW system or otherwise designated by the relevant PGAs.

6. Where payment is required for a transmission, such transmission shall be regarded as completed only upon successful settlement of the relevant payment, and a Tier-II VASP shall make such payment in a timely manner and be responsible for any additional charges arising from any delay of payment, where applicable.

Application Requirements

7. A VASP shall, upon and after approval, continue to comply with the application requirements and the representations, undertakings, business plans, proposals, pledges and work plans submitted to and accepted or relied upon by the Commissioner for the purpose of granting or maintaining the approval, in accordance with the applicable Practice Guidelines and these T&Cs.

8. A VASP shall notify C&ED as soon as reasonably practicable and in any event within 30 calendar days, through the TSW system or in writing, as applicable, of any change to its address, contact person, contact telephone number, email address, or any other particulars submitted to C&ED for the purpose of obtaining or maintaining its approval as a VASP.

9. A Tier-II VASP shall notify C&ED of any change in the number or details of service counters (e.g. location of service counter) and hotline provided to traders as soon as reasonably practicable and in any event within 30 calendar days.

10. A VASP shall, having regard to its approved scope of VASes, use reasonable effort to encourage its clients to submit pre-shipment Cargo Manifests and/or TDEC, as applicable, having regard to any indicative targets proposed by the VASP at the application stage or subsequently amended

with approval from C&ED, if applicable. Where a VASP is unable to meet the indicative targets, the VASP shall, if requested by C&ED, provide relevant explanations and outline improvement or remedial measures.

Continuous Compliance with Approval Criteria

11. A VASP shall, throughout the subsistence of its approval, continue to satisfy the applicable approval criteria and maintain the organisational, operational, technical and financial capability necessary to provide its approved VASes in accordance with the applicable Practice Guidelines and these T&Cs.

Authorisation Requirements

12. A VASP must not transmit, on behalf of any person, any specified information using the TSW system unless it has obtained that person's written authorisation in respect of the relevant class or classes of specified information, in accordance with section 30C(2) of Cap. 60 and corresponding provisions of the other Governing Ordinances.

13. Before a trader authorises a VASP, the VASP shall inform the trader that the trader may, if eligible, transmit specified information directly to the Government through the TSW system without authorising a VASP, subject to the applicable statutory requirements, applicable Practice Guidelines and system arrangements.

14. Upon receipt of an electronic authorisation ("e-authorisation") request from a trader in the TSW system, the VASP may accept or reject the request in the TSW system. The VASP is not allowed to modify the class(es) of specified information authorised by the trader in the e-authorisation request.

15. Once a VASP accepts the e-authorisation, the e-authorisation takes effect immediately. The VASP may transmit the authorised specified information on behalf of the trader until the authorisation is modified by the trader or terminated by either party, or until the VASP's approval is suspended or revoked.

16. During the subsistence of an e-authorisation, a VASP shall use reasonable effort to facilitate and follow up with the trader in relation to government queries arising from transmissions made by the VASP, without prejudice to the trader's ultimate responsibility for the accuracy and completeness of the information provided.

17. A VASP must obtain written authorisation from the trader for transmission made under ETAS, unless otherwise permitted under the applicable Practice Guidelines.

18. When making a transmission under ETAS, the VASP shall indicate in the TSW system that the

submission is an ETAS submission and shall declare that written authorisation has been obtained from the trader concerned.

19. Where a VASP relies on an authorisation given through a freight forwarder, logistics agent, cargo agent or other intermediary, the VASP shall satisfy itself that the intermediary is authorised to act for the person named in the specified information in respect of the relevant class or classes of specified information.

20. A VASP is required to retain the written authorisation record outside the TSW system for a period of not less than seven years. The VASP is required to produce such record to the C&ED and/or PGAs upon request for the purpose of verifying compliance with the Governing Ordinances, applicable Practice Guidelines and these T&Cs.

21. A VASP shall use reasonable effort to facilitate and follow up with the trader in relation to government queries arising from transmissions made under ETAS, without prejudice to the trader's responsibility for the accuracy and completeness of the information submitted.

Account Registration or Migration (if applicable)

22. A Tier-II VASP shall use reasonable effort to facilitate account registration or migration, having regard to any indicative targets and measures to promote TSW Phase 3 proposed in the business plan submitted at the application stage. Where a VASP is unable to meet the indicative targets, the VASP shall, if requested by C&ED, provide relevant explanations and outline improvement or remedial measures.

Transmission of Specified Information

23. A VASP must ensure that all specified information transmitted on behalf of traders is supported by valid written authorisation from the trader, whether by e-authorisation (for TSW users), or paper authorisation (for non-TSW users) for ETAS using a self-designated authorisation form, in accordance with the Governing Ordinances and applicable Practice Guidelines.

24. A VASP shall comply with the applicable documentation, data format and transmission procedures specified by the relevant PGAs and the TSW system for the preparation and transmission of specified information, including for ETAS submissions where applicable.

25. Where a VASP receives amendment requests or follow-up instructions from a trader in relation to government queries arising from previous transmissions, the VASP shall, subject to the subsistence of valid authorisation, use reasonable effort to re-transmit or follow up such matters in a timely manner.

26. A VASP shall use reasonable effort to ensure timely and accurate transmission of information

and to avoid duplicate transmissions. Where duplicate transmissions or other errors (including rejected messages) are identified, the VASP shall inform the relevant trader(s) as soon as reasonably practicable.

27. Where a transmission involves information from multiple parties, a VASP shall, where applicable and within the scope of its VASes, consolidate the required information from the relevant parties before transmitting it to the Government.

28. A VASP shall not represent itself as the importer or exporter of goods where it is not the actual party to the transaction, and shall not submit specified information in a manner that misrepresents the identity or role of the trader.

29. A VASP shall ensure the accuracy of the identity of the submitter when passing information to the VASP, by such means as the VASP considers appropriate, for ensuring data integrity. For instance, the VASP may take appropriate measures to check and verify the information of the trader recorded on the written authorisation form for ETAS transmissions.

Prohibition against Misrepresentation of Approval Status

30. A VASP shall not represent, whether expressly or impliedly, that it is approved for any class of specified information or scope of services beyond that approved by the Commissioner, nor suggest any endorsement by the Government other than the fact of such approval.

Delivery of Government Information

31. A VASP shall use reasonable effort to ensure proper and timely delivery of responses, enquiries, clarifications, notices, approval status, documents and other information received from the Government to the relevant trader(s), in accordance with the applicable Practice Guidelines and system arrangements.

32. A VASP shall disseminate promotional materials in relation to TSW to its clients upon request by the Government.

Inclusion in the List of Approved VASPs and Display of VASP Identification

33. The Commissioner may publish and maintain on the TSW website a list of approved VASPs for reference by the trade, indicating such particulars as the tier of VASP, company name, TSW identification number, phone number, email address, ETAS service counter location and scope of specified information that the VASP is approved to transmit on behalf of the trade, as the Commissioner considers appropriate.

34. An approved VASP is required to -
   (a) display on its official website a statement indicating that it is an approved VASP under the Governing Ordinance(s), together with its approved tier and scope of specified information, if applicable; and
   (b) display, at each service counter accessible to the public, a valid approval certificate or official identification mark issued by C&ED, indicating its VASP approval status, if applicable.

Data Protection, Confidentiality and Information Security

35. A VASP shall maintain an electronic archive of messages transmitted by or through the VASP, including communications with traders and the Government, for not less than seven years or such other period as may be required under the Governing Ordinances or applicable Practice Guidelines, and shall be able to retrieve such records upon reasonable request by the trader or the Government.

36. A VASP shall ensure that any paper forms, written authorisations, supporting documents and electronic records relating to ETAS submissions are handled, stored, transmitted and disposed of securely. These records shall be retained for not less than seven years.

37. A VASP shall take reasonable technical, organisational and operational measures to protect the confidentiality, integrity and security of any information obtained, generated, processed, transmitted or stored in connection with the provision of VASes.

38. A VASP shall, upon request by C&ED or a relevant PGA, provide all records or information relating to the provision of VASes, including, where applicable, the chain of records evidencing any data format transformation in the transmission process.

39. Nothing in these T&Cs shall affect the obligation of a VASP to produce records or give evidence in court proceedings in accordance with applicable law and court orders.

40. A VASP shall use information obtained in connection with the provision of VASes only for purposes connected with the provision of VASes, unless the trader or person concerned has given separate authorisation for another use, or such use is otherwise permitted by laws of the HKSAR including the Personal Data (Privacy) Ordinance ("Cap. 486").

41. A VASP shall comply with Cap. 486 and any applicable codes of practice or guidance issued by the Privacy Commissioner for Personal Data and any other applicable laws of the HKSAR in the collection, storage, processing and transmission of personal data.

42. A VASP shall collect and process only such personal data as is reasonably necessary for the provision of VASes and shall not use such data for any purpose other than those authorised by the trader, required by applicable law, or necessary for compliance with regulatory requirements

of C&ED and the relevant PGAs.

43. A VASP shall ensure that it has informed or will have informed its clients at the time of collection of their personal data, that such personal data held by the VASP or data provided by the clients to the TSW System may be disclosed to the Government for the purposes set out in the applicable Practice Guidelines and terms and conditions (e.g. the execution of the services provided by TSW), or where such disclosure is authorised or required by law or court order.

44. A VASP shall put in place appropriate access controls, audit trails, backup arrangements and record management procedures to prevent unauthorised access, alteration, loss, misuse, disclosure or destruction of information relating to VASes.

Audit Trail Records

45. A VASP shall keep and, upon request by C&ED, submit audit trail records and supporting documents in the format specified by C&ED, pertaining to the transmission, routing and processing of messages between traders, the VASP and the TSW system within the applicable retention period.

Retention Period

46. A VASP shall retain electronic submissions and paper forms collected from traders for ETAS for not less than seven years, or such other period as may be required under the Governing Ordinances or applicable Practice Guidelines. Upon expiry of the applicable retention period, the VASP shall take all practicable steps to delete or otherwise dispose of such data in accordance with Cap. 486 and any applicable codes of practice or guidance.

47. A VASP shall maintain proper and adequate records of persons who give instructions to the VASP for not less than seven years, or such other period as may be required under the Governing Ordinances or applicable Practice Guidelines. Such records shall include -
    (a) for traders who are TSW users, (i) the name and TSW identification number of the individual and company, (ii) records of the instructions given to the VASP, and (iii) supporting documents where applicable (for example, invoice and packing list);
    (b) for traders who are non-TSW users -
        i. where the trader is a company: company name, Business Registration number, contact means, written authorisation form, records of instructions given, and supporting documents where applicable; and
        ii. where the trader is an individual: name, identification number, contact means, written authorisation form, records of instructions given, and supporting documents where applicable.

Subcontracting and Outsourcing

48. A VASP shall remain fully liable for the acts, omissions, systems, records and service standards of the contractors, service providers or other third parties engaged by it to support the provision of VASes.

49. A VASP shall ensure that any outsourcing or subcontracting arrangement relating to the provision of VASes is not inconsistent with the Governing Ordinances, the Practice Guidelines, these T&Cs and any applicable requirements specified by the Commissioner.

Notification of System Failures and Data Incidents

50. A VASP shall notify C&ED as soon as practicable and in any case no later than 24 hours after becoming aware of any material system failure, data incident or service disruption which may affect the transmission of specified information or materially affect the interests of traders.

Management of Conflicts of Interest

51. A VASP shall put in place reasonable measures to identify, manage and mitigate any conflict of interest arising from its other business activities which may affect the provision of VASes.

Unbundling and Non-hindrance

52. A VASP shall make each of the services independently available for subscription and use by its clients. A VASP shall not combine a number of services into a single fee without offering the services separately at individual fees.

53. A VASP shall not engage in any conduct which hinders, restricts or has the effect of hindering or restricting the market entry of any other VASP.

54. A VASP shall not engage in any conduct which hinders, restricts or has the effect of hindering or restricting its clients from making transmissions directly to TSW by themselves or to engage other VASPs for the provision of VASes.

Handling of Trader Funds ***(where applicable)***

55. Where a VASP collects funds from traders for the purpose of making payment of government charges, levies or fees, it shall adopt reasonable measures to ensure transparency, proper accounting and timely settlement of such funds.

56. A VASP shall provide a clear breakdown of charges to its clients, including but not limited to government charges, levies, fees, penalties and the VASP's own commercial charges for VASes.

57. A VASP shall not describe or present its own commercial charges as government charges, levies, fees or penalties.

58. Where a VASP collects, holds or handles monies from its clients for payment of government charges, levies or fees, the VASP shall put in place proper payment, accounting and reconciliation arrangements which commensurate with the nature and scale of its business in accordance with the applicable Practice Guidelines.

Technical Requirements (*applicable to System to System ("S2S") VASP)*

59. A VASP shall comply with the technical requirements specified in the Implementation Instructions issued by the Government, including adoption of specific data communication protocols, for submitting S2S interface files to and maintaining S2S connections with TSW.

Monitoring Mechanism

60. For the purpose of monitoring compliance by VASPs with the Governing Ordinances, applicable Practice Guidelines and these T&Cs, C&ED may -
    (a) assess the performance of VASPs having regard to information and intelligence obtained;
    (b) conduct inspections, including periodic inspections to ascertain compliance with service standards, where reasonably necessary, having regard to the nature and scale of the VASP's operations; and
    (c) conduct post-audit sampling checks on documents and records relating to transmissions made by VASPs, and require the production of supporting records where reasonably necessary for verifying compliance with statutory obligations and these T&Cs.

61. Where, in the opinion of the Commissioner, a VASP has failed to comply with the Governing Ordinances, applicable Practice Guidelines or any of these T&Cs, the Commissioner may, in accordance with the relevant statutory provisions in the Governing Ordinances, take appropriate regulatory actions, including the issuance of a warning letter, suspension or revocation of approval, having regard to the nature, seriousness and frequency of the non-compliance.

Notification of Material Changes

62. A VASP shall notify C&ED within 30 calendar days of any material change(s) that may have an impact on its fitness and propriety to provide VASes, such as affecting its ownership, control, management, operational arrangements or ability to provide VASes in accordance with its approval.

Cessation of VASP Business

63. A VASP shall, where it intends to cease carrying on business as a VASP or to withdraw from providing VASes, give the Commissioner not less than 60 calendar days' prior written notice of its intention to do so. A VASP shall, at the same time as giving such notice, submit to the Commissioner a transition plan in such form and manner as may be specified by the Commissioner, setting out the arrangements proposed to ensure an orderly cessation of services and to minimise any adverse impact on traders. Where it is not reasonably practicable for a VASP to give 60 calendar days' prior written notice, the VASP shall notify the Commissioner as soon as practicable and provide a transition plan or such information as the Commissioner may reasonably require.

64. A VASP shall, prior to the effective date of cessation, take reasonable steps, proportionate to its scale, to ensure orderly transition arrangements, for example -
    (a) notifying affected traders in a timely manner of the intended cessation;
    (b) facilitating, where applicable, traders' migration to direct submissions or to another approved VASP, without transferring authorisations on a trader's behalf;
    (c) ensuring continuity of handling of outstanding government queries and follow-up matters arising from transmissions previously made by the VASP, to the extent practicable; and
    (d) addressing any outstanding payments, charges, fees or client monies handled by the VASP under its approved scope of services.

65. A VASP shall, where under its approved scope of services it collects or handles any monies from traders for the payment of charges, levies or fees, maintain proper accounting and reconciliation records, and shall, prior to cessation of its VASP business, take all reasonable steps to ensure -
    (a) complete any payments that have been duly authorised and accepted for processing;
    (b) return to traders any unutilised balances or over-collections within a reasonable time; and
    (c) promptly notify the Commissioner of any material payment issue that may affect traders' compliance or cargo clearance.

66. A VASP shall, where the cessation of its VASP business may materially affect traders, take all reasonable steps as may be required by the Commissioner, and provide such information, assistance and coordination as are reasonably necessary to facilitate appropriate transition arrangements and to minimise any adverse impact on traders.

67. A VASP shall notify its clients of the intended cessation in a timely manner and shall not, on or after the effective date of cessation, accept any new authorisations, submission requests, clients or payments in respect of VASes. Where the Commissioner considers it necessary to protect affected traders or facilitate orderly transition, the Commissioner may require the VASP to cease accepting new authorisations, submission requests, clients or payments before the effective date of cessation.

68. After serving the cessation notice, the VASP shall not accept new clients. All e-authorisations between the VASP and its client(s) shall be terminated with effect from the date of cessation.

Suspension or Revocation of VASP Approval

69. Without prejudice to the Commissioner's statutory powers, and the cessation arrangements set out in paragraphs 63 to 68, approval of a VASP may be suspended or revoked in accordance with the relevant ordinances where, in the opinion of the Commissioner -
    (a) any material information or document provided for the purpose of obtaining approval has become invalid or inaccurate and is not rectified within a reasonable time;
    (b) the VASP has breached the Governing Ordinances, applicable Practice Guidelines or these T&Cs;
    (c) the VASP's operations pose, or are reasonably suspected to pose, risks to the integrity, security or proper functioning of the TSW system; or
    (d) no specified information has been transmitted by the VASP in respect of any class of specified information for a continuous period of two years, in which case the Commissioner may remove that class from the VASP's approved scope of services, suspend or revoke the approval having regard to the circumstances of the case.

70. Where a VASP approval is suspended, the Commissioner may determine the period of suspension or specify conditions to be complied with for restoration of approval, and may restore the approval upon being satisfied that the relevant deficiencies have been rectified.

71. A VASP will be notified of any decision to suspend or revoke its approval, together with the reasons for the decision, through the TSW system and by electronic means.

72. A VASP shall possess a valid Business Registration Certificate ("BRC") and shall renew its BRC in accordance with the requirements of the Inland Revenue Department so as to maintain its validity.

73. A VASP shall update its business registration information in a timely manner where there is any change. Where a VASP fails to renew its BRC or to update its business registration information within the applicable grace period of five weeks, the Commissioner may, having regard to the circumstances of the case and whether the VASP remains fit to be such a provider, revoke the VASP's approval in accordance with the Governing Ordinances. Where a VASP's business registration is cancelled in accordance with the Business Registration Ordinance (Cap. 310), the Commissioner may revoke the VASP's approval with immediate effect, without suspension or grace period.

74. Once a VASP's approval is revoked, all e-authorisations with traders shall cease to have effect.

75. A VASP shall notify its clients immediately once its approval is suspended/revoked. During any suspension period, the VASP shall not transmit any specified information on behalf of another person using the TSW system, unless and until the Commissioner is satisfied that the relevant deficiencies have been rectified and permits resumption.

76. Upon restoration, a VASP may resume its operations and may access government queries during the suspension period. The VASP shall be responsible for following up with the trader on all government queries related to the transmission during the suspension period unless the e-authorisation has been terminated.

Inactive VASP and Inactive use of VASes

77. A VASP shall ensure active use of each approved class of specified information and maintain the selected specified information based on actual business need.

78. Where no specified information has been transmitted by a VASP on behalf of any trader for a continuous period of two years, the approval of VASP may be revoked by the Commissioner without prior notice in accordance with the Governing Ordinances where the Commissioner is satisfied that the VASP is no longer fit to provide VASes.

79. A VASP shall, where its approval is revoked on grounds of inactivity, cease to provide VASes and shall submit a fresh application for approval if it wishes to resume providing VASes, and shall establish new authorisation linkages with traders upon approval in accordance with the applicable Practice Guidelines and Governing Ordinances.

80. A VASP shall maintain operational relevance in respect of each approved class of specified information. Where a VASP has not transmitted a particular class of specified information on behalf of any trader for a continuous period of two years, the Commissioner may, having regard to operational relevance and system administration considerations, remove that class of specified information from the VASP's approved scope of VASes in the TSW system.

81. A VASP shall note that such removal of a class of specified information does not of itself constitute a suspension or revocation of its approval. A VASP shall, if it subsequently wishes to provide VASes in respect of that class of specified information, re-select the relevant class in accordance with the applicable Practice Guidelines and system arrangements.

"Trade Single Window" User Terms of Use

82. A VASP shall also observe the terms and conditions of a TSW Company/Organisation account. Any contravention of those terms and conditions shall be regarded as VASP misconduct.

Legal Compliance

83. A VASP shall provide VASes in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments of the HKSAR.

Acceptance of T&Cs

84. C&ED may from time to time vary, modify, delete or add any clause in these T&Cs at its discretion. A VASP will be notified of any updates or changes. A VASP shall read the revised T&Cs before continuing to use the services. Its access to and use of the TSW system shall be taken as agreement to be legally bound by the T&Cs as varied, modified or supplemented from time to time. The revised T&Cs shall supersede any previous versions accepted by the VASP.

85. The T&Cs herein are published in both Chinese and English. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

86. C&ED reserves the absolute right to interpret the T&Cs and the C&ED's interpretation shall be final in the event of any dispute arising from these T&Cs. The Commissioner may issue administrative interpretations of these T&Cs for operational and regulatory purposes.

Governing law

87. The T&Cs herein shall be governed by the laws of the HKSAR.

Contact

88. For enquiries in relation to these T&Cs, VASPs may contact the C&ED through –
    (a) email (enquiry@tradesinglewindow.hk);
    (b) the 24-hour enquiry hotline (2117 3348); or
    (c) in person - 3/F, Customs Headquarters Building, 222 Java Road, North Point, Hong Kong.

    Office hours of the Office of Trade Single Window Operation:

    - Monday to Friday (Except Saturday and Public Holidays)
      (a) 8:45 a.m. to 12:30 p.m. and
      (b) 1:30 p.m. to 5:30 p.m.