

**Terms and Conditions  
for Subscription to the e-Alert Service**

1. Upon approval of the application made by the Subscriber in the application form, there shall constitute an agreement between the Land Registry and the Subscriber (hereinafter called **“this agreement”**) that the Land Registry shall supply to the Subscriber the service as defined in Clause 3 (hereinafter called **“e-Alert Service”**) for such periods and at such subscription fees as specified in the application form subject to the terms and conditions herein contained. This agreement comprises the following documents, namely, the application form signed by the Subscriber (including its attachment), this Terms and Conditions, and the Personal Information Collection Statement referred to in the Subscriber’s application form. The personal data provided by the Subscriber will be governed by the policy stated in the Personal Information Collection Statement.
2. In this Terms and Conditions, unless the context otherwise requires,
  - 2.1 **“land register”**, in relation to any particular land property, refers to the portion of the record of a register computer kept by the Land Registrar for the purpose of regulation 14 of the Land Registration Regulations (Cap.128A) (**“LRR”**) for that land property;
  - 2.2 **“Property Reference Number”** (**“PRN”**) of a land register in relation to any particular land property has the same meaning as stated in regulation 2 of the LRR;
  - 2.3 **“days”** refers to calendar days;
  - 2.4 **“application form”** refers to the application form for subscription to the e-Alert Service;
  - 2.5 Reference to any email address (including e-Alert Email Address), correspondence address or fax number shall be a reference to the last known email address, correspondence address and fax number on the records of the Land Registry; and
  - 2.6 Words and expressions importing masculine gender shall be interpreted as including neuter or feminine gender and vice versa; and words and expressions in the singular shall include the plural and vice versa.

3. The “**e-Alert Service**” means a notification service provided by the Land Registry to a Subscriber in respect of the land register of a particular land property for a certain subscription period. The service is to facilitate the Subscriber to monitor if any instrument affecting his property has been lodged for registration. To subscribe to the service in respect of the land register of a particular property (“**Selected Register**”), the Subscriber must be the current owner of that property as shown on the land register maintained by the Land Registry and is required to provide the Land Registry with the PRN of the land register of that property. During the subscription period, when an instrument in respect of that property is delivered to the Land Registry or is being processed by the Land Registry for registration against the Selected Register under the Land Registration Ordinance (Cap.128), the Land Registry will send a notification to the Subscriber by email (“**e-Alert notification**”) providing the Subscriber with certain basic particulars of that instrument at one or more of the following different stages, where applicable, in the course of such registration process:

- 3.1 The instrument appearing in the “Deeds Pending Registration” section of the land register, namely, the information of the instrument is entered on the Selected Register as required under regulation 10(d)(i) of the LRR.
- 3.2 Removal of the instrument from the “Deeds Pending Registration” section of the land register, namely, the information of the instrument that has previously been entered as required under regulation 10(d)(i) of the LRR is removed from the Selected Register for whatever reason.
- 3.3 Completion of registration and imaging of the instrument, namely, the instrument is registered under regulation 14 and becomes available for search under the provision of regulation 21(1)(a)(ii) of the LRR.

After the completion of registration of the instrument, no further e-Alert notification will be issued in relation to that registered instrument.

4. Upon application for subscription to the e-Alert Service, the Subscriber shall pay the Land Registry a subscription fee for each Selected Register for the whole subscription period in full in advance. Such fee varies according to the type of subscription and the duration of the subscription period. Details of the types of subscription, subscription periods and subscription fees are specified in the application form and they are subject to changes from time to time without prior notice. All subscription

fees paid are not refundable unless otherwise provided in this agreement.

5. If the subscription fee is paid by personal cheque, the e-Alert Service may only be provided to the Subscriber after the cheque is cleared and the subscription fee is actually received in full by the Land Registry. Although such time may be later than the “subscription service starting date” as specified in the application form, no partial refund or pro rata deduction of the subscription fee will be provided by the Land Registry.
6. Fees for Renewal of Subscription and Additional Order:
  - 6.1 For a current e-Alert Service Subscriber, if an application for renewal of subscription for a Selected Register for another subscription period is duly made and delivered to the Land Registry before the deadline for renewal, namely, not less than 7 days before the expiry of the current subscription period (“**renewal deadline**”), the subscription fee will be charged at the rate for service renewal.
  - 6.2 After the renewal deadline for a Selected Register or after the termination of the e-Alert Service for a Selected Register for whatever reason, if the Subscriber is desirous of subscribing to the e-Alert Service for that same land register again, he is required to submit a fresh application and the subscription fee will be charged at the same rate as a new application.
  - 6.3 Subsequent addition of any order under the same Subscriber’s account will be regarded as a new application and the subscription fee will be charged at the same rate as a new application.
7. The Subscriber shall be solely responsible for the acquisition of his own computer equipment, software, skills or other technical support in order to have access to the notice, information or data provided by the Land Registry under the e-Alert Service.
8. The Subscriber must provide a valid email address for receiving e-Alert notifications and other correspondence issued by the Land Registry under the e-Alert Service (“**e-Alert Email Address**”). The notice, information or data provided by the Land Registry under the e-Alert Service will be sent to the Subscriber’s e-Alert Email Address by electronic means.
9. The Subscriber warrants that all email addresses provided by him to the Land Registry from time to time in the application form or any other form prescribed by the

Land Registry are valid and that the Subscriber has full right or authority to use them. The Subscriber acknowledges and consents to that the Land Registry may act on the assumption that such email addresses (including the e-Alert Email Address) are for the Subscriber's own use and for the purpose of receiving the notice, information or data to be sent by the Land Registry in connection with this agreement. The Subscriber shall keep the Land Registry no harm and fully indemnified for any claim against the Land Registry resulting from his breach of this warranty.

10. The Subscriber acknowledges and consents to that the notice, information or data to be sent by the Land Registry under the e-Alert Service may be disclosed to the email account holder(s) of any email address(es) provided by the Subscriber on records. If the Land Registry is obliged to send any e-Alert notification or correspondence to the Subscriber under this agreement, the Land Registry's obligation will be discharged by sending it to the e-Alert Email Address. The Subscriber may provide an additional email address in the application form for receiving a reminder of e-Alert notifications, but such reminder will be issued only at the sole discretion of the Land Registry without any legal obligation to do so.
11. The Land Registry does not warrant the reliability of the online network through which information, notices, notifications or messages are transmitted to and from the Land Registry. In providing the e-Alert Service, the Land Registry is only responsible for sending out the e-Alert notifications from the electronic system of the Land Registry to the e-Alert Email Address and there is no warranty that the notifications must reach the e-Alert Email Address or the Subscriber.
12. Option to Apply for Verification Code by the Subscriber:
  - 12.1 Upon approval of the Subscriber's first application for the e-Alert Service by the Land Registry, an account ("**Subscriber's Account**") will be opened and maintained by the Land Registry for the Subscriber.
  - 12.2 The Subscriber has an option to apply for a unique verification code relating to his Subscriber's Account ("**Verification Code**") to enable him to make application by post or courier service in respect of an application for service renewal, application for change of particulars or such other types of application announced by the Land Registry from time to time. But if an incorrect or invalid Verification Code is given in such an application, it will be rejected and the Subscriber will be notified to submit a fresh application. Request for checking accuracy or correction of a wrong code number given in an application

submitted to the Land Registry will not be entertained.

12.3 The Subscriber shall take all possible measures to prevent abuse or leakage of the Verification Code assigned to him, and shall bear the risk of all adverse consequences due to any abuse or leakage. The Subscriber shall report any abuse or leakage of the Verification Code to the Land Registry as soon as he comes to knowledge of it or has reasonable suspicion of it. The report shall be made in writing by email, by fax or by post quoting the relevant PRN or the Subscriber's Account number. The Land Registry may act on the Verification Code until there is a report of abuse or leakage which has led to the blockage of its further use.

12.4 If a Subscriber needs a Verification Code after the opening of his subscriber's account or needs to obtain a new one to replace the existing one due to loss or other reason, he must submit an application in person either himself or by his representative in the prescribed form for a new Verification Code to be issued according to the procedure stated in that form.

13. Upon the Land Registry's approval of the Subscriber's application for the e-Alert Service in respect of a Selected Register or for renewal of subscription service, a verification email will be sent to the e-Alert Email Address provided by the Subscriber in the application form. If the Subscriber does not receive the verification email within 3 days from the date of the payment receipt issued for the e-Alert Service in respect of that Selected Register, he should immediately notify the Land Registry in writing by email, by fax or by post quoting the relevant PRN or the Subscriber's Account number for a double-check.

14. Termination of Service upon Change of Ownership:

The e-Alert Service for a Selected Register may be terminated by the Land Registry as soon as:-

14.1 the Subscriber ceases to be the current owner as shown on the records mentioned in regulation 21(1)(ea)(ii) of the LRR in respect of the Selected Register; or

14.2 the Selected Register has been closed by the Land Registry and no instrument will normally be registered against that closed Selected Register.

A termination notice will be sent by the Land Registry to the Subscriber's e-Alert Email Address by electronic means to inform the Subscriber of the termination of the service. There will be no refund of any part of the subscription fee for a termination of the service pursuant to this clause.

15. Termination of Service by the Subscriber:

15.1 The Subscriber shall notify the Land Registry in the prescribed form to terminate the e-Alert Service for a Selected Register as soon as he ceases to be the current owner as shown on the records mentioned in regulation 21(1)(ea)(ii) of the LRR in respect of the Selected Register.

15.2 The Subscriber may also terminate the e-Alert Service for a Selected Register at any time by delivering an application in the prescribed form to the Land Registry not less than 7 days before the intended date of termination. If the specified intended date of termination of service falls on a holiday/non-working day or amid successive holidays/non-working days of the Land Registry, the Land Registry shall have a sole discretion to effect the requested termination of service within 2 working days *after* the specified intended date of termination of service or the period of successive holidays/non-working days.

There will be no refund of any part of the subscription fee for a termination of the service pursuant to this clause.

16. Termination of Service by Notice from the Land Registry or for Breach by the Subscriber:

The Land Registry may terminate the e-Alert Service in respect of a Selected Register in any one of the following manners:-

16.1 By Unilateral Notice from the Land Registry: Without assigning any reason, by giving not less than such number of days' prior notice to the Subscriber's e-Alert Email Address as set out below:

- (i) For agreement with 1 month's subscription: Not less than 3 days.
- (ii) For agreement with 3 months' subscription: Not less than 7 days.
- (iii) For agreement with 12 months' subscription: Not less than 14 days.
- (iv) For agreement with 24 months' subscription: Not less than 18 days.

For termination by notice from the Land Registry under this sub-clause, a refund of the subscription fee on a pro-rata daily basis for the unexpired period will be made to the Subscriber without any interest within a reasonable time after termination of the service.

- 16.2 For Breach by the Subscriber: If there is a breach of any term or condition of this agreement on the part of the Subscriber, to terminate the e-Alert Service forthwith by giving a notice in writing stating the nature of breach (“**Notice of Breach**”) and such notice will be effective upon being sent to the Subscriber’s e-Alert Email Address or on such later date as otherwise stated in the notice. In any action based on the Notice of Breach, the Land Registry may rely on any breach of agreement actually committed by the Subscriber despite that such breach has not been stated or accurately stated in the Notice of Breach. There will be no refund of any part of the subscription fee for a termination of the service pursuant to this sub-clause.
17. Any termination of service by the Land Registry or the Subscriber pursuant to Clauses 14, 15 or 16 above shall be without prejudice to any rights or claims which have accrued or may have accrued to the Land Registry against the Subscriber by reason of any antecedent or other breach of any term or condition on the part of the Subscriber.
18. Any notice, information or data provided by the Land Registry under the e-Alert Service shall not be used by any person other than the Subscriber, nor shall it be used for any purpose other than the Subscriber’s own private use. The Subscriber shall not lend, lease, license, transfer or re-sell any notice, information or data provided by the Land Registry under the e-Alert Service in its original form or in any other form, whether for valuable consideration or not. The Subscriber shall not copy, reproduce or transmit such notice, information or data or any part thereof in any form or by any means for use by any other person if such use is not forming part of the Subscriber’s own private use.
19. The Subscriber shall not use any notice, information or data provided by the Land Registry under the e-Alert Service for any activity which is unlawful or objectionable as determined by the Land Registry absolutely. In particular, they shall not be used for any activity in violation of any provision of the Personal Data (Privacy) Ordinance (Cap.486) or the Copyright Ordinance (Cap.528).
20. The Land Registry shall not be responsible for the accuracy, completeness or

consistency of the notice, information or data provided under the e-Alert Service, nor shall the Land Registry be obliged to make any subsequent amendments to or rectification of such notice, information or data after they have been sent to the Subscriber.

21. To the extent permissible under the law, the Land Registry shall not be liable to the Subscriber or any other person for any loss or damages arising directly or indirectly from the use of the e-Alert Service or from any error, deficiency or fraud therein or in connection therewith or from any failure or delay in the supply of the e-Alert Service, whether such loss or damages is caused by any act, omission or mistake on the part of the Land Registry or by any other cause whatsoever including negligence.
22. The Land Registry has an absolute discretion in choosing the mode of delivery considered by it to be reliable and of reasonable despatch, and there is no warranty that the e-Alert Service will be delivered in time or be suitable for any specific purpose of the Subscriber.

23. Change in Particulars or Details of the Subscriber's Account:

23.1 The Subscriber shall notify the Land Registry of any change of his account particulars, service details or subscription details on records by submitting an application for change of particulars (Form LR/EAL/2) according to the procedure stated in it. Unless otherwise specified in this agreement, the completed application form for change of particulars shall be delivered to the Land Registry not less than 7 days before the intended date of change specified in the form. The Land Registry is not obliged to act on the Subscriber's request for changes before the expiry of 7 days after actual receipt of the application for change of particulars. Subject to Clause 15.2 above, if the intended date of change falls on a holiday/non-working day or amid successive holidays/non-working days of the Land Registry, the Land Registry shall have a sole discretion to effect the requested changes within 2 working days *either before or after* the intended date of change or the period of successive holidays/non-working days.

23.2 Upon the Land Registry's approval of the Subscriber's request for change of the e-Alert Email Address on records and updating of the information in the computer system, a verification email will be sent to both the Subscriber's new e-Alert Email Address and the previous one being replaced. If the Subscriber does not receive the verification emails latest by the time of 3 days after the



intended date of change, he should immediately notify the Land Registry in writing by email, by fax or by post quoting the relevant PRN or the Subscriber's Account number for a double-check.

24. Without prejudice to other mode of correspondence or communication permitted under this agreement, any written notice required to be given by the Land Registry to the Subscriber may also be sent by post to the postal correspondence address or by fax to the fax number of the Subscriber.

25. Rights of the Land Registry to vary contract term, class of data to be provided, etc.:

25.1 The Land Registry reserves the right to amend from time to time any particular format, layout and/or transmission media of the notice, information and data provided under the e-Alert Service and to add, delete and/or vary the types of information provided under the e-Alert Service by giving the Subscriber not less than 14 days' prior notice in writing to the Subscriber's e-Alert Email Address.

25.2 The Land Registry reserves the right to amend from time to time the terms and conditions contained in this agreement by giving the Subscriber not less than 7 days' prior notice in writing to the Subscriber's postal correspondence address or e-Alert Email Address. The Subscriber who does not raise his objection before the effective date of such change or continues to use the e-Alert Service after the effective date of such change shall be deemed to have accepted such change by conduct and so be bound by it.

26. The Subscriber's rights under this agreement shall be personal to the Subscriber. Those rights and any subscription fee paid to the Land Registry cannot be assigned or transferred by the Subscriber to any third party.

27. This agreement shall be governed by and construed according to the laws of Hong Kong. Any disputes between the parties arising out of this agreement shall be submitted to the adjudication by the court or tribunal of competent jurisdiction in Hong Kong.