THE LAND REGISTRY

E-ALERT SERVICE FOR AUTHORIZED INSTITUTIONS
APPLICATION FOR ACCESS TO AND USE OF APPLICATION PROGRAMMING INTERFACE
(Please complete ONE form for EACH subscriber account)

We hereby apply for access to and use of Application Programming Interface of e-Alert Service for Authorized Institutions.

Part A   Particulars of Applicant

Name of Applicant   :

Subscriber Account No.
(if available)   :

Contact Person
(*Mr/Miss/Mrs/Ms)   :

Telephone No.   :

Email Address for
receiving result of   :   CDI   :
application   Organisation ID:

Part B   Statement of Applicant

1. We have read and understand the "**Terms and Conditions**" set out below and agree to be bound by it.

2. We have read and understand the "**Personal Information Collection Statement**" set out below and agree to be bound by it.

3. We confirm that all information provided by us in this application form is true and correct in all respects.

TERMS AND CONDITIONS
for Access to and Use of Application Programming Interface of e-Alert Service for Authorized Institutions

Application Programming Interface of e-Alert Service for Authorized Institutions

1. The Application Programming Interface ("API") of e-Alert Service for Authorized Institutions ("e-Alert Service") is an interface between the Land Registry ("the LR") and the Authorized Institutions (i.e. banks, restricted licence banks and deposit-taking companies as defined in the Banking Ordinance (Cap. 155) which are included in the up-to-date list of authorized institutions published on the website of Hong Kong Monetary Authority) through the Hong Kong Monetary Authority's Commercial Data Interchange and the Hong Kong Government's Consented Data Exchange Gateway under which the information to be provided in the e-Alert email notifications and sent to the Authorized Institutions is to be transferred from the LR's system to the Authorized Institutions' system in a machine readable format.   By using the API of e-Alert Service ("e-Alert Service API"), a user may submit a request generated by third party software to access the notifications in respect of certain basic particulars of charge/mortgage document of a particular property, in machine readable format.   The scope of information as provided by the e-Alert Service API will be identical to that available to the subscriber of e-Alert Service by the e-Channel for e-Alert Service.

Application

2. The applicant ("e-Alert Service API User"), being a person eligible to make an application for access to and use of the e-Alert Service API hereby makes an application for access to and use of the e-Alert Service API and the Land Registrar ("the Registrar"), upon approving the application and receiving the e-Alert Service API User's acceptance of the terms and conditions hereinafter set out, agrees to allow the e-Alert Service API User to use the e-Alert Service API.

3. For the purposes of the application, the e-Alert Service API User shall follow such procedures and provide such documents and information as may be required by the Registrar.   The Registrar has the absolute discretion to approve or refuse the application.

4. In addition to the terms and conditions herein, the terms and conditions for Subscription to the e-Alert Service for Authorized Institutions shall also be applicable to use of the e-Alert Service API.   In the event of any conflict or inconsistency between the terms and conditions herein and the terms and conditions for Subscription to the e-Alert Service for Authorized Institutions, the terms and conditions herein shall prevail to the extent of the conflict or inconsistency.

e-Alert Service API User's Obligations

5. The e-Alert Service API User shall make reference to the most updated e-Alert Service Detailed Requirement Specification for Application Programming Interface for Authorized Institutions to access the e-Alert notifications of e-Alert Service for Authorized Institutions ("e-Alert Service API Specification") and other related materials, as from time to time issued by the LR, for the development or enhancement of their software to enable the linkage of Hong Kong Monetary Authority's Commercial Data Interchange and the Hong Kong Government's Consented Data Exchange Gateway for making requests and receiving response in a defined format.

6. The e-Alert Service API User shall be responsible for the development of its own application or system or purchase from a vendor an application or a system for making requests and receiving response.   The e-Alert Service API User shall enter into such contracts and bear all expenses as may be required by any provider of the application or system and the Registrar shall not be responsible for any obligations, expenses or liabilities incurred or suffered by the e-Alert Service API User in connection therewith.

7. The e-Alert Service API User shall be liable for whatever transactions submitted through the e-Alert Service API, including the liability for the fees, charges and levy (as applicable), as the case may be, for all transactions.   The e-Alert Service API User agrees to indemnify the Registrar and the LR against any loss, damage or liability suffered by the Registrar or the LR as a result of or in connection with the use of the e-Alert Service API.

8. The e-Alert Service API User agrees that the LR may monitor the use of the e-Alert Service API for various purposes, including but not limited to service improvement, verification of compliance with the applicable terms and conditions, and security-related purposes.   The e-Alert Service API User shall not interfere with this monitoring.

9. The e-Alert Service API User acknowledges the LR's proprietary interest and copyright in the data and documentation provided in connection with the e-Alert Service API or the e-Alert Service API Specification and undertakes not to sell the data in any form or make copies of the documentation from which products may be derived for resale without the prior written consent of the Registrar.

10. The e-Alert Service API User shall comply with all legislation and laws relating to data protection and copyright in connection with the data and documentation provided by the LR in connection with the e-Alert Service API or the e-Alert Service API Specification.

e-Alert Service Application Programming Interface Specification

11. The Registrar may vary or modify any part of the e-Alert Service API Specification at the Registrar's sole discretion, at any time and without prior notice.

12. Information in the e-Alert Service API Specification shall not be used for any purposes except for the purpose of facilitating development or enhancement of third party software for linkage of Hong Kong Monetary Authority's Commercial Data Interchange and Hong Kong Government's Consented Data Exchange Gateway to make requests and receive response in a defined format.

Variation, Suspension or Termination of the Use of e-Alert Service Application Programming Interface

13. The use of the e-Alert Service API in production environment is only intended for the purpose as indicated in the e-Alert Service API Specification.   Any other forms of use, including any tests, are strictly prohibited.   In the event such activities are found to have occurred in the production environment, the e-Alert Service API User will be deemed to have breached the terms and conditions herein, which may result in the suspension or termination of the e-Alert Service API User's access to the e-Alert Service API functions.

14. The Registrar reserves the right to add, delete and/or vary the terms and conditions for using the e-Alert Service API by giving not less than 7 days' prior notice in writing.   All changes to these terms and conditions will be displayed under the Broadcast Message of e-Channel for e-Alert Service, and the e-Alert Service API User which does not raise its objection before the effective date of such change or continues to use the e-Alert Service API after the effective date of such change shall be deemed to have accepted such change by conduct and so be bound by it.

15. The Registrar reserves the right to modify, vary or discontinue any aspect of the e-Alert Service API functions provided to the e-Alert Service API User at the Registrar's sole discretion and without prior notice.   The Registrar shall not be liable to the e-Alert Service API User or any third party for any variation, suspension or discontinuance of the e-Alert Service API functions.

16. The Registrar may suspend or terminate the e-Alert Service API User's access to the e-Alert Service API functions without prior notice if there is any breach by the e-Alert Service API User of the terms and conditions herein.

17. The LR may from time to time suspend some or all of the service provided by the e-Alert Service API for routine, non-routine or emergency maintenance or for any other reason where the LR reasonably considers it necessary to do so.

18. Any termination by the e-Alert Service API User of the use of the e-Alert Service API shall be without prejudice to any rights which may have accrued to the Registrar and/or the LR by reason of any antecedent breach by the e-Alert Service API User or any subsequent account user of the terms and conditions herein or any applicable terms and conditions for the subsequent account.

Non-Blocking of e-Alert Service Application Programming Interface Development

19. The e-Alert Service API User shall not assert in any way ownership of any patent arising out of or in connection with the e-Alert Service API Specification against the Registrar, the LR or its agents or contractors, or other e-Alert Service API users, for the development, use or licensing of any third party software that includes an interface in compliant with the e-Alert Service API Specification.

Non-assignment

20. The e-Alert Service API User's rights and obligations under the terms and conditions herein shall be personal to the e-Alert Service API User who shall not assign or dispose of, or permit to assign or dispose of, any of the rights and obligations in whole or in part, under the terms and conditions herein, to any third party.

Limitation of Liability

21. The LR shall not be liable for the provision of any incorrect or incomplete information due to any cause whatsoever and shall not be liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.

22. The Registrar makes no representations or warranties as to the availability or performance of the e-Alert Service API.   The Registrar assumes no liability or responsibility for any loss, liability or damage (including without limitation consequential loss, liability or damage) howsoever arising from or in respect of any use or misuse of or reliance on, inability to use or the unavailability of the e-Alert Service API.

Communication

23. Notices and messages to be given by the Registrar to the e-Alert Service API User will be displayed under the Broadcast Message of e-Channel for e-Alert Service or by email sent to the last email address provided for the subscription to the e-Alert Service.

Collection of Information

24. The Registrar may record use of the e-Alert Service API functions.   Information relating to use of the e-Alert Service API functions are collected by the Registrar for the compilation of statistical reports and the diagnosis of problems with or concerning computer systems.

Governing Law

25. The terms and conditions herein shall be governed by the laws of the Hong Kong Special Administrative Region.

PERSONAL INFORMATION COLLECTION STATEMENT

<u>Purpose of Collection</u>

1. The personal data collected will be used by the Land Registry for the following purposes:-

 1.1 to carry out activities and the Land Registry's functions relating to the provision of services by the Land Registry;

 1.2 to facilitate communications; and

 1.3 to produce statistics relating to the Land Registry's services.

You understand that the provision of personal data is obligatory. If you fail to provide information as required, the Land Registry may not be able to process your application.

Please do **NOT** provide any personal data (including personal data relating to third parties) which are not specifically required to be submitted. Where information of any third party is included in this form or any document(s) filed in relation to it, the Land Registry will treat that you have obtained consent from such third party to disclose such information for the purposes above.

<u>Disclosure of Personal Data</u>

2. You understand that the personal data provided may be disclosed or transferred to relevant parties where such disclosure or transfer is necessary for the purposes as stated in paragraph 1 above. Such personal data may also be disclosed or transferred to law enforcement agencies as permitted under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO").

<u>Access to Personal Data</u>

3. You understand that pursuant to Sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO, you have the right to request access to and correction of your personal data held by the Land Registry. The Land Registry may charge a fee to process the said request in accordance with the PDPO. Any such request shall be made to the Personal Data (Privacy) Officer of the Land Registry at 28th Floor, Queensway Government Offices, 66 Queensway, Hong Kong.

<u>Signature of Applicant</u>

Authorized Signature(s) and Company Chop	:	
Full Name(s) of Authorized Signatory(ies) *(in block letters)*	:	
Title(s) of Signatory(ies)	:	
Date	:	

FOR OFFICE USE ONLY

Approved By : (Name) _____ (Post) _____ Date : _____

<u>Subscriber Account</u>

Account Name : _____

Account No. : _____