

SME Loan Green e-Assessment Terms and Conditions (T&C)

中小企貸款綠色「評定易」
條款及條件 (“條款及條件”)

15 February 2022

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This T&C adopts the definitions used in the SME Loan Green e-Assessment Scheme Handbook (“Handbook”)

此條款與條件採用中小企貸款綠色「評定易」計劃手冊 (“手冊”) 中之定義。

Application Terms 申請條款

1. We, the applicant specified above, recognize that the HKQAA operates the SME Loan Green e-Assessment (“Scheme”), allowing us to conduct Self-evaluation for the applicant loan (“Loan”) on the SME Loan Green e-Assessment Platform (“Platform”) (<https://glea.hkqaa.org>).

我等，即申請者，接受香港品質保證局 (“香港品質保證局”) 提供的『中小企貸款綠色「評定易」』 (“計劃”)，讓我等於『中小企貸款綠色「評定易」』網上平台 (“平台”) (<https://glea.hkqaa.org>) 上為申請貸款 (“貸款”) 進行自我評估。

2. We read, understand and agree with the content of SME Loan Green e-Assessment Scheme Handbook ([link](#)) and Terms and Conditions of SME Loan Green e-Assessment ([link](#)).

我等曾閱讀、了解並同意中小企貸款綠色「評定易」計劃手冊 ([link](#)) 及中小企貸款綠色「評定易」條款及條件 ([link](#)) 的內容。

3. We recognize that HKQAA provides an Assessment Statement only if the Loan fulfills the requirement of the Scheme Handbook by making considering the information provided by us in the Self-evaluation Form (including the information filled in and uploaded during initial Assessment and Surveillance Assessment).

我等接受香港品質保證局，透過利用我等於自我評估表單上提供的資料 (包括首次評定和監督評定時所填寫及上傳的資料)，從而為申請貸款是否符合本計劃手冊的要求而提供評定聲明。

4. We understand and always have the opportunity to seek independent legal advice before lodging the Application.

我等亦了解並始終有機會在提交申請前尋求獨立的法律意見。

5. We agree that if our application for Assessment is successful, and in consideration of HKQAA agreeing to proceed with our application and assessing our Loan, that we will comply with and be bound by the T&C and the Handbook which we consider to be fair and reasonable.

我等同意假如我等能按要求成功申請評定，並鑒於香港品質保證局同意繼續處理我等的申請及評定我等貸款，我等將遵守我等認為公平及合理的條款及條件和手冊，並受約束。

Applicant's Notes and Obligations 申請者須知及義務

6. Applicant warrants and undertakes to prepare, maintain and keep all the required information, documents and evidence as stated in this T&C and Handbook and provide the aforesaid information, documents and evidence to Hong Kong Quality Assurance Agency ("HKQAA") as requested by HKQAA in a timely manner from time to time.

申請者保證及承諾會準備、保持和保存在本條款及條件和手冊中規定的所有信息、文件和證據，並按時根據香港品質保證局的需求，向其提供上述信息、文件和證據。

7. Applicant warrants and undertakes all such information, documents and evidence provided are true, correct, complete and not misleading in all material respects and there is no fact not disclosed which would render any such information, document or evidence inaccurate or misleading in any material respects or which, if disclosed, might reasonably affect the decision of HKQAA regarding the Application.

申請者保證及承諾會確保所有提供的信息、文件和證據真實、準確、完整且在所有重大方面無誤導性，並且沒有任何事實未披露會導致任何此類資料，文件或證據在任何重大方面不準確或具有誤導性，或如果披露，可能會合理地影響香港品質保證局就申請作出的決定。

8. Although HKQAA has no express, implied or statutory duty of due diligence or independent verification of any information, documents and evidence provided by the Applicant, HKQAA hereby reserves all the rights to (a) verify and examine the validity of the compliance declaration made by the Applicant; (b) to request the Applicant to provide all necessary information, documents and evidence to HKQAA in order to verify the confirmation, Assessment and/or conclusion of Assessment.

申請者明白儘管香港品質保證局對申請者提供的任何信息、文件證據沒有任何明確、暗示性和法律責任進行盡職調查和獨立核實，香港品質保證局在此依然對以下事項保留權利，即 (a) 核實和檢查合規聲明的有效性；(b) 要求申請者向香港品質保證局提供所有必要信息、文件和證據，以核實評定的確認、評定和/或結論。

9. The Applicant acknowledges and agrees that regardless of the results of the Assessment, HKQAA is not endorsing, recommending or advising on the financial merits or otherwise of any debt instrument or investment product and no information should be taken as such, nor should any information in this communication be relied upon in making any investment decision. The Assessment result only reflects whether the green loan projects are categorized as green nature in accordance with the scheme requirement and has conducted environmental impact reporting. It does not reflect the credit worthiness of the Applicant, nor its compliance with local or international laws, nor its full compliance and alignment with green loan standards or principles.

申請者知悉並同意，無論評定結果如何，香港品質保證局均不認可、推薦或提供任何有關債務工具或投資產品的財務優勢或其他意見。在進行任何投資決策時，不可以任何信息作為依據。評定結果僅反映了綠色貸款項目按本計劃的要求，是否具綠色屬性及有否進行環境效益報告。評定結果不反映申請者的信譽，也不反映有關貸款及其項目有否遵守其對本地或國際法律，或是否與綠色貸款的標準或原則全面一致。

10. To further enhance the credibility of Assessment, Applicant understands and agrees that HKQAA is entitled, by performing random sampling check, to raise inquiries and/or request Applicant to provide further information, documents and evidence after Applicant submits an application for Assessment purpose. The Applicant agrees to cooperate fully with any inquiries and/or request that the HKQAA may reasonably raise in connection with the Assessment.

為進一步加強評定的可信性，申請者明白及同意，在申請者提交申請後或取得評定聲明後，香港品質保證局皆有權以隨機抽樣檢查形式，向申請者提出詢問和/或要求提供更多的信息、文件和證據作評定之用。申請者同意充分配合香港品質保證局就評定進行的合理詢問和/或要求。

11. Applicant understands and agrees that, if the Applicant could not provide relevant supporting evidence for the information submitted or claims made in the Self-evaluation in the random sampling check conducted after the issuance of Assessment Statement or did not submit application of Surveillance Assessment within specified due date, HKQAA reserves the right to withdraw the original Assessment Statement and notify the relevant Bank at its sole and absolute discretion.

申請者明白及同意，在發出評定聲明後，如香港品質保證局在隨機抽樣檢查中發現申請者未能提供證據支持申請者於自我評估表中所提交的資料或說法，或未有在指定的時間內提交監督評定申請，香港品質保證局保留權利按其獨有的酌情權撤回原有的評定聲明並通知有關銀行。

12. To the extent permitted by law, Applicant hereby agrees that HKQAA shall be entitled to retain all information, documents and evidence submitted to HKQAA. Such information, documents and evidence and copies will only be used for the purpose of Assessment or the purpose specified in Clause 13 and will not be returned in any event. HKQAA may also collect from the Applicant any personal data provided by the Applicant. For all data collection relating to personal data, HKQAA shall comply with the applicable laws. Please refer to our privacy policy statement at <http://www.hkqaa.org/cmsimg/privacy/statement.pdf>.

於法律容許的範圍內，申請者同意香港品質保證局有權保留提交給香港品質保證局的所有信息、文件和證據。這些信息、文件和證據以及相關副本只會被用於評定或於第 13 條中指明的用途，並在任何情況下恕不退還。香港品質保證局可能會收集任何申請者所提供的個人資料。對於所有與個人資料有關的收集，香港品質保證局將遵守所有適用法律。有關香港品質保證局的私隱政策聲明，請參閱：<http://www.hkqaa.org/cmsimg/privacy/statement.pdf>

13. Applicant acknowledges that the data applicant provides through the Platform maybe used by HKQAA for educational, research, analysis purposes and/ or any other purposes which HKQAA see just and fit without prior notice. For service management or knowledge sharing reasons, the results of the research and analysis may be shared externally in anonymized form.

申請者知悉，申請者通過平台提供的數據可能會被香港品質保證局作教育、研究、分析之用 和/或香港品質保證局認為公正和合適的任何其他用途，而不會作出另行通知。出於服務管理或知識共享的原因，研究和分析的結果可能會以匿名形式對外分享。

14. Applicant understands and agrees that the time required to review all information, documents and evidence and to raise inquiries depend on various factors (including but not limited to the completeness of the information of each application, the stability of online platform service, etc.). Thus, HKQAA makes no guarantee as to the time required to complete the Assessment and review of each Application.

申請者理解並同意評定所有信息、文件和證據及提出詢問所需的時間會因應不同因素（包括但不限於每個申請信息的完整性、網上平台服務的穩定性等）而有不同。因此，香港品質保證局不保證完成每次申請的評定和檢閱所需的時間。

15. Applicant agrees that if Applicant's application for Assessment is successful, Applicant's Assessment Statement will be automatically sent to the specific email address via email attachment of the Bank selected on the Self-evaluation form for their reference. Applicant understands that to the extent permitted by law, HKQAA shall not be liable for any information leakage or any damages incurred during the above email transmission process.

申請者同意假如申請者能按要求成功申請評定，申請者的評定聲明將在提交申請後自動以電子郵件附件方式發送至於自我評估表單上所選取的商業銀行的指定電子郵件地址，以供銀行作參考之用。香港品質保證局不保證經電郵傳送的信息完全安全。申請者了解如果在上述電子郵件傳輸過程中有任何資料洩漏或招致任何損失，於法律容許的範圍內，香港品質保證局一概不負責。

16. Applicant recognizes that if the information, documents and evidence submitted for review are not sufficient to support the fulfilment of requirements as specified in Handbook, for each application, Applicant has two chances to revise and re-submit application returned by HKQAA. After two re-submissions, if the application still cannot fulfil the Requirement, HKQAA may reject the Assessment (i.e. the loan does not own green nature or classified as “unclassified” grading).

申請者知悉如果所提交的信息、文件和證據不充分，無法支持申請者滿足手冊規定的要求，按每一次的申請，申請者最多擁有兩次機會去修正及重新提交由香港品質保證局所退回的申請。在兩次重新提交的機會過後，如申請仍未能滿足要求，香港品質保證局可以拒納該評定（即指貸款不具綠色屬性，或界定為「無法分類」的評級）。

17. Applicant acknowledges that there are submission deadlines for initial assessment, surveillance assessment and returned application. Deadlines are as follows:

- Initial assessment application: Initial assessment’s self-evaluation form shall be submitted within three months from the application creation date;
- Surveillance assessment application: Unless otherwise approved, surveillance assessment’s self-evaluation form shall be submitted within one year after the issuance date of Initial Assessment Statement.
- Returned application of initial surveillance assessment: Revised self-evaluation form shall be submitted within three months after the Applicant is notified of the return.

Under circumstances that the application is overdue, HKQAA reserves the right to cancel overdue initial and surveillance applications (cancellation includes deleting any saved data in the self-evaluation form by the applicant) or reject overdue returned application. After the cancellation or rejection, applicant is required to create and submit a new application if Applicant wants to re-apply.

申請者了解初次、監督及退回申請皆設有提交期限。提交期限如下：

- 首次評定申請：首次評定的自我評估表單須於創建申請後的三個月內提交。
- 監督評定申請：除非另有批准，監督評定的自我評估表單須於首次評定的評定聲明發出日起計一年內提交。
- 退回的首次/監督評定申請：修改後的自我評估表單應在申請者接獲通知後三個月內進行重新提交。

申請逾期未有提交的情況下，香港品質保證局保留權利取消逾期未交的初次及監督評定申請（取消包括清除申請人在自我評估表中保存的信息）或拒納逾期未有重新提交的退回申請。取消或拒納申請後，如果申請者希望重新申請，必須要重新創建及提交申請。

18. If Applicant fails and/or refuse to provide all necessary information, documents and evidence as requested by HKQAA for whatever reasons in order to enable HKQAA to evaluate the Application within three (3) months from the date of Application submission, then the Application shall be deemed to be rejected and all fees (including but not limited to the Assessment fees) paid by Applicant to HKQAA will be forfeited by HKQAA and no refund will be made to Applicant in any event. Applicant is required to submit a new Application if Applicant wants to re-apply.

從提交申請之日起三個月內，香港品質保證局應對申請進行評定，如果申請者沒有和/或拒絕提供香港品質保證局要求的所有信息、文件和證據，不論何種原因，該申請應被視為已拒絕，申請者向香港品質保證局支付的所有費用（包括但不限於評定費用）都將被香港品質保證局沒收，且在任何情況下，不會向申請者退款。如果申請者希望重新申請，必須要提交新的申請。

19. Applicant undertakes to pay all fee required according to the fee schedule in relation to Applicant's application and any future Assessment. Applicant shall pay the assessment fee upon submission of an Application. All fees paid to HKQAA shall be non-refundable in any event and shall not be subject to set-off or deduction. All payments shall not be affected by the final outcome of an Application.

申請者同意按有關收費標準支付與此申請及將來評定所需費用。申請者應在提交申請時繳付評定費用。在任何條件下，已付費用均不會退還，並且不予扣除或抵銷。所有費用都不受最終的申請結果影響。

20. Applicant warrants and undertakes that Applicant shall not use its Assessment Statement in such a manner as to bring HKQAA into disrepute, and the Applicant shall not make and/or cease making any statement regarding its Assessment Statement which HKQAA may consider inappropriate, inaccurate or misleading (e.g. using any misleading English, Chinese or other translation or version of the name of an entity, or a product, implying any parent, subsidiary, affiliate, partner or other entity or any other non-evaluated project or any other non-evaluated loan is evaluated under this Scheme, or imply the loan has passed assessment equivalent to the Green and Sustainable Finance Certification Scheme or other assessments using Green Loan Principles as criteria).

21. 申請者保證及承諾在使用評定聲明的過程中不會損壞香港品質保證局的聲譽。申請者不得作出和/或應終止作出任何被香港品質保證局認為是不恰當、不準確或誤導性的有關其評定聲明的聲明（包括但不限於使用某一實體或產品名稱的錯誤的中英文翻譯版本、意味著任何母公司、子公司、分支機構、合夥人或其他實體或其他非評定項目、任何其他非評定貸款都得到了本計劃下的評定、或意味著該貸款通過了等同綠色和可持續金融認證計劃或其他以《綠色貸款原則》為準則的評審）。

22. Applicant warrants that upon Assessment, Applicant shall continuously comply with this T&C, the Handbook and related laws and regulations, provide information truthfully towards enquiries and investigations and notify HKQAA promptly about the following circumstances when there are:
- major complaints from clients or interested parties towards the loan;
 - non-compliance issues of the Loan or projects operated under the Loan against statutory requirements raised by regulatory authorities;
 - changes of legal status, production and business operation, organizational structure, ownership; administrative license, or other qualification; legal representative, top management personnel, management representative;
 - any other critical occasions affecting the green nature of loan project(s) or its environmental impact reporting.

申請者承諾在評定後將持續有效遵守本條款及條件、手冊及相關法律法規，對有關事項的詢問和調查如實提供相關材料和訊息，並為以下情況及時向香港品質保證局通報：

- 客戶或相關方對貸款有重大投訴；
 - 貸款或貸款下所運作的綠色項目被執法監管部門認定不符合法定要求；
 - 相關情況發生變更，包括：法律地位、生產經營狀況、組織狀態或所有權；取得的行政許可資格或其他資質證書；法定代表人、最高管理者、管理者代表；
 - 出現影響貸款項目的綠色屬性或其環境效益報告的其他重要情況。
23. Applicant acknowledges HKQAA do not guarantee or warrant that the Online Platform is free of any security, corruption, transmission error, data loss and availability risks associated with the use of the Online Platform and open networks such as the Internet and electronic communication. The Applicant agrees to the maximum extent permitted under applicable law, to assume such risks, including but is not limited to those that are expressly disclosed in HKQAA materials.

申請者知悉香港品質保證局不會保證網上平台之使用不存在涉及安全、損毀、傳送錯誤、資料遺失及可接達程度之風險，申請者同意於適用法律允許之最大範圍內承擔該等風險(包括但不限於那些香港品質保證局可能會在香港品質保證局的材料中公開發的風險)。

24. Applicant is responsible for maintaining the confidentiality of any account password and account information provided by HKQAA. HKQAA shall be entitled to assume that any person accessing or using the Online Platform with that account password is either Applicant or someone authorised to act on behalf of Applicant. Applicant agrees to accept responsibility for all activities occurring under Applicant's account or password that are due to Applicant's conduct, inaction, or negligence. If Applicant discloses the account password to any person(s) or entity, Applicant assumes all risks and losses associated with such disclosure. If Applicant believes someone may attempt to use or has used Applicant's passwords without Applicant's permission, or that any other unauthorised use or security breach, loss or theft has occurred, Applicant agrees to immediately notify HKQAA.

申請者須負責保密任何香港品質保證局所提供的帳戶及帳戶密碼。凡任何人以此帳戶密碼，取覽及使用本網上平台，香港品質保證局即有權假設該人士為申請者或可代申請者行事的獲授權人。申請者同意對在申請者的帳戶或密碼下，因申請者的行為、不作為或疏忽而發生的所有活動，負上責任。倘若申請者向申請者的帳戶密碼，申請者即承受與此透露相關的所有風險及損失。倘若申請者認為有人可能未經申請者准許而試圖使用或已經使用申請者的帳戶密碼，或已出現任何其他未經授權的使用情況或保安入侵、損失或盜用的情況，申請者同意立即通知香港品質保證局。

25. Disclaimer 免責聲明

HKQAA shall not be liable to any loss or damage suffered by the Applicant or any other parties whatsoever or howsoever caused by, arising from and/or in connection with, whether directly or indirectly, the Scheme. HKQAA disclaims any responsibility to the Applicant and others in respect of any matters outside the scope of the above. The Assessment Statement is confidential to the Applicant and HKQAA accepts no responsibility of whatsoever nature to third parties to whom this report, or any part thereof, is made known. Any such party shall rely on the Assessment Statement at their own risk.

香港品質保證局不會為任何由本計劃，不論成因或是否直接或間接與本計劃有關，對申請者或任何其他方引致的損失或損害承擔責任。香港品質保證局不會就任何上述範圍以外之事項對申請者和其他人負責。評定聲明為申請者的機密文件，而香港品質保證局對得知其內容或部分內容之其他人士概不負責。此等人士均需自負信賴聲明內容之風險。

26. Charge 費用

The amount of all fees to be charged to and payable by an Applicant shall be determined by HKQAA on a fair and reasonable basis and HKQAA is entitled to determine and vary the amount of all fees at its sole and absolute discretion from time to time. HKQAA shall provide the Applicant full details and information concerning all relevant fees relating to the Scheme on request. The Applicant understands that the assessment fee shall be payable upon submission of an application. All fees paid shall be non-refundable and shall not be subject to set-off, deduction or refund.

申請者所要支付的所有費用，應該由香港品質保證局在公平、合理的基礎上進行確定，香港品質保證局有權按其獨有及絕對酌情決定權不時決定和改變所有費用的數額。香港品質保證局應向申請者提供有關本計劃的所有費用的全部細節和信息。申請者了解在提交申請時應繳付評定費用，所有已付費用均不會退還，並且不予扣除或抵銷。

27. Liability Arising from Use of Providers 使用供應商引起之責任

Applicant acknowledges and agrees that HKQAA may use providers to carry out any of the Assessment. To the maximum extent permitted under applicable laws, HKQAA is not liable for any fault on the part of such providers provided that HKQAA has used reasonable care in selecting the providers.

申請者確認並同意，香港品質保證局可能使用供應商執行平台服務。於適用法律允許之最大範圍內，若香港品質保證局於選擇供應商時已作出合理的謹慎，香港品質保證局無須就該供應商之任何過失負責。

28. Indemnity 賠償

The Applicant shall be liable for and will irrevocably and unconditionally indemnify HKQAA on a full indemnity basis against any and all liabilities, losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKQAA, whether direct or consequential (including but without limitation to any economic loss or other loss of profits, business or goodwill) arising out of or in connection with any dispute or contractual, tortious or other claims or proceedings brought against HKQAA by a third party claiming relief against HKQAA in respect of any event arising from and/or in connection with any breach of this T&C and/or the Handbook by the Applicant.

申請者若違反此條款及條件和手冊，對於在任何情況下產生的責任、損失、費用、法律費用、專業或其他費用，或者由於任何糾紛、合約或侵權或其他索賠，或第三方提出的針對香港品質保證局的訴訟，致使香港品質保證局直接或間接得承受這些費用（包括但不限於任何經濟損失或其他利益、業務或商譽上的損失），那麼申請者應有責任、不可撤銷且無條件地，根據完全的賠償準則來賠償香港品質保證局。

29. Limitation of Liability 責任限制

HKQAA shall not be liable to the Applicant for any indirect, consequential, collateral, special, punitive or incidental loss or damage suffered or incurred by the Applicant or its affiliates arising from or in connection with the Assessment Statement, whether during or after the term and regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise). For the purposes of this T&C and/or Handbook, indirect or consequential loss or damage includes loss of revenue, loss of profit (anticipated or not), loss of anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment or software, costs of procuring substitute goods or services, claims of any other person, and all associated and incidental costs and expenses, whether or not HKQAA was or ought to be aware of the possibility that such loss or damage could occur.

香港品質保證局對於在評定期間或之後因評定聲明而引起或與之相關（不論是以侵權，合同，嚴格責任還是其他形式的法律或平衡法的訴訟）的任何間接、繼發性、附帶性、特殊性、懲罰性或附帶性損失或損害。就本條款及條件和 / 或手冊而言，間接損失或損害包括收入損失、利潤損失（預期或未預期）、預期儲蓄或業務損失、數據或商譽損失、使用價值或損失任何設備或軟件、購買替代商品或服務的成本、任何其他人的索償以及所有相關的和附帶的成本和費用（無論香港品質保證局是否已經或應該意識到此類損失或損壞可能發生的可能性）。

In no event shall HKQAA's liability for damages in connection with the Applicant's application, this T&C and/or Handbook exceed the fees paid to HKQAA by the Applicant under the Applicant's application. The foregoing limitations shall not apply to any liability in respect of (i) death or personal injury, (ii) fraud or misrepresentation, or (iii) any other statutory or other liability that cannot be excluded or limited under applicable law.

在任何情況下，香港品質保證局對與申請者的申請、本條款和條件和/或手冊有關的損害賠償責任均不超過申請人根據申請者的申請向香港品質保證局支付的費用。上述限制不適用於以下方面的任何責任：（i）死亡或人身傷害；（ii）欺詐或虛假陳述；或（iii）不能根據以下條款排除或限制的任何其他法定或其他責任：適用法律。

30. Alterations 修改

This T&C and the Handbook may from time to time be amended, supplemented and edited by HKQAA at its sole and absolute discretion. No such alterations shall affect the right to use of Assessment Statement under this Scheme unless or until it shall have been given notices in

writing of such alterations by HKQAA who will notify an Applicant of the effective date by which it must comply with the altered T&C and the altered Handbook (as the case may be).

香港品質保證局按其獨有絕對酌情權不時對此條款及條件和手冊進行修改、補充和編輯。此類修改不會影響聲稱在本計劃下得到的評定聲明，除非香港品質保證局在有效日期內，書面通知申請者有關變更的信息，申請者必須遵守已變更的條款及條件和手冊（視情況而定）。

31. Invalid Material 無效材料

If any term of this Agreement is held to be invalid, void or unenforceable, then the remainder of this T&C and Handbook shall not be affected, impaired or invalidated; and each remaining term is valid and enforceable to the fullest extent permitted by law.

如果本協議中的任一條款被認為是無效、作廢或無法執行的，那麼此條款及條件和手冊中的剩餘部分不受影響、受損或被認為是無效。其他的每一條款都是有效的且在法律最大程度上是可以執行的。

32. Notice 通知

Any notice given under this T&C and Handbook shall be in writing and may be delivered personally or sent by prepaid registered post or by facsimile or by electronic mail. Applicant is deemed to receive any notice sent by (a) if delivered personally, at the time of delivery; (b) if sent by prepaid registered post, 3 working days after posting; (c) if sent by facsimile, at the time shown in HKQAA's transmission report as being successfully sent; and (d) if sent by email, at the time Applicant send it to Applicant' account email address.

按此條款及條件和手冊發出的任何通知應為書面形式，按香港品質保證局或申請者當時的地址（適用時為註冊辦事處）由專人遞送、以郵資預付方式掛號郵寄，或以傳真或電子郵件方式送達。於下述情況下，申請者被視為已收到香港品質保證局遞送之任何通知：(a) 如由專人遞送，於遞送時；(b) 如以郵資預付方式掛號郵寄，於郵寄後 3 個工作日；(c) 如以傳真傳送，香港品質保證局傳送報告顯示成功送達之時間；以及(d) 如以電子郵件傳送，香港品質保證局傳送其至申請者的帳戶電子郵件地址之時間。

33. Waiver 棄權聲明

No failure or delay on the part of HKQAA to exercise any right or remedy under this T&C and Handbook shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under this T&C are cumulative and are not exclusive of any rights or remedies provided by law.

香港品質保證局沒有或延遲行使本規章內任何權利或補救方法時，不得被詮釋為或構成對該權利或補救方法的棄權，而單獨或部份行使任何權利或補救方法時，不代表排除按情況進一步行使該權利或補救方法。此條款及條件和手冊內的權利和補救方法是累積性的，並不排除法律規定的任何權利或補救方法。

34. Compliance with Laws 合規

Nothing in this T&C and Handbook prevents HKQAA or the Applicant from acting in accordance with applicable laws and regulations.

此條款及條件和手冊不能妨礙香港品質保證局或申請者遵守適用的法律法規。

35. Governing Law 管轄法律

This T&C and Handbook shall be construed in accordance with the laws of Hong Kong and shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

此條款及條件和手冊應按照香港法律詮釋並受香港法院的專有審判權管轄。

36. Language 語言

In case of discrepancies between the Chinese and English versions of these Terms and Conditions and contents of this Platform, the English version shall prevail.

如中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。