

Chatbots terms & conditions

AGREED TERMS

1. ABOUT US

1.1 Company details. MLS Company Secretary Ltd (company number 2344964) (**we** and **us**) is a company registered in Hong Kong and our registered office is at Unit 904-907, 9/F, Sunlight Tower, 248 Queen's Road East, Wanchai, Hong Kong. We operate the website mlscompanysecretary.com

1.2 Contacting us. To contact us telephone our customer service team at +852 2639 3680 or e-mail contact@mlscompanysecretary.com. How to give us formal notice of any matter under the Contract is set out in [Clause 18.2](#).

1.3 Our regulator. We are authorised and regulated by Companies Registry (Hong Kong) under the Trust or Company Service Provider Licence TC000018. We are governed by the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong), which can be accessed at [WEBSITE ADDRESS].]

2. OUR CONTRACT WITH YOU

2.1 Our contract. These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 Language. These Terms and the Contract are made only in the English language.

2.4 Your copy. You should print off a copy of these Terms or save them to your computer for future reference.

3. PLACING AN ORDER AND ITS ACCEPTANCE

3.1 Placing your order. Your order is placed by your provision of the information and documents as prompted by our chatbots. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services provided by each chatbots (**Services**) subject to these Terms. The Services are:

- Incorporation of company and provision of services for the first year of incorporation (company secretary, registered office and designated representative for the register of significant controllers) (**Service A – Hong Kong company**); and/or,
- Assistance for application for certificate of tax residency in Hong Kong (company) (**Service B – CoR company**); and/or
- Assistance for application for certificate of tax residency in Hong Kong (individual) (**Service C – CoR individual**).

3.2 Correcting input errors. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

3.3 Acknowledging receipt of your order. After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in [Clause 3.4](#).

3.4 Accepting your order. Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.5 If we cannot accept your order. If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. CANCELLING YOUR ORDER AND OBTAINING A REFUND

4.1 You may cancel the Contract, if you notify us as set out in [Clause 4.2](#) within 3 days of your receipt of the Order Confirmation. You cannot cancel the Contract once we have completed the Services, even if the 3-day period is still running.

4.2 To cancel the Contract, you can also email us at [INSERT EMAIL ADDRESS] or contact our Customer Services team by telephone on +852 2639 3680 or by post to Unit 904-907, 9/F, Sunlight Tower, 248 Queen's Road East, Wanchai, Hong Kong. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or email us before midnight on that day.

4.3 If you cancel the Contract, we will refund you in full for the price you paid for the Services, by the method you used for payment. We may deduct from any refund an amount for the supply of the Services provided for the period up to the time when you gave notice of cancellation in accordance with [Clause 4.2](#). The amount we deduct will be based on our hourly fee rates, as set out on our site at the time you submit your order.

5. OUR SERVICES

5.1 Compliance with specification. Subject to our right to amend the specification (see [Clause 5.3](#)) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.

5.2 Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

5.3 Reasonable care and skill. We warrant to you that the Services will be provided using reasonable care and skill.

5.4 Time for performance. We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. YOUR OBLIGATIONS

6.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you co-operate with us in all matters relating to the Services;

(c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in [Clause 6.1 \(Your Default\)](#):

(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under [Clause 15](#) (Termination);

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

8. CHARGES

8.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this [Clause 8](#).

8.2 The Charges are:

- **Service A – Hong Kong company: HK\$ 34,400 charge (*all-inclusive as detailed below*)**
 - o Incorporation of new company in Hong Kong;
 - o Provision of company secretary for 12 months from the date of incorporation;
 - o Provision of registered office address and forwarding government correspondence services for 12 months from the date of incorporation;
 - o Provision of Designated Representative for 12 months from the date of incorporation;
 - o Up to 4 hours support services by any one member of our team to be provided in person at our office, by telephone or by electronic communication during the 30 days period starting from the Commencement Date.
- **Service B – CoR company: HK\$ 7,500 charge (*all-inclusive as detailed below*)**
 - o Review of the information and documents provided
 - o Explanation of criteria set out by the relevant tax treaty
- **Service C – CoR individual: complimentary**

Additional work is charged based on hourly rate for which you shall receive detailed information together with your Order Confirmation (rates start from HK\$1,200 to HK\$ 2,500).

8.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

8.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see [Clause 8.7](#) for what happens if we discover an error in the price of the Services you ordered.

8.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.

9. HOW TO PAY

9.1 Payment for the Services is in advance. We will take your payment upon acceptance of your order.

9.2 Details for payment (bank transfer, PayPal or credit card) will be included in the invoice sent with the Order Confirmation.

9.3 For any failed or cancelled payments, a HK\$100 administration fee will be levied.

10. COMPLAINTS

If a problem arises or you are dissatisfied with the Services, please [contact us] without delay.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

12.2 Further details of how we will process personal information are set out in [LINK TO PRIVACY POLICY].]

13. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied the Supply of Services (Implied Terms) ordinance (Cap. 457).

13.2 Subject to [Clause 13.2](#), we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

13.3 Subject to [Clause 13.2](#), our total liability to you arising under or in connection with the Contract, whether

in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 10% of the total Charges paid under the Contract.

13.4 This [Clause 13](#) will survive termination of the Contract.

14. CONFIDENTIALITY

14.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by [Clause 14.2](#).

14.2 We each may disclose the other's confidential information:

(a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this [Clause 14](#); and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. TERMINATION

15.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 10 days of you being notified in writing to do so;

(b) you fail to pay any amount due under the Contract on the due date for payment;

(c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

15.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

17. COMMUNICATIONS BETWEEN US

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. GENERAL

18.1 ASSIGNMENT AND TRANSFER.

(a) We will not assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not

enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 Governing law and jurisdiction. The Contract is governed by Hong Kong law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the Hong Kong courts.