

授權及免責聲明 AUTHORITY AND INDEMNITY

因按我/我們指示行動
電話、傳真、電子郵件及任何電子方式 (如適用)

考慮到銀行根據本授權接受指示，我們同意如下：

1. 儘管我/我們與銀行之間任何現有或未來的授權或其他協議的條款，銀行現獲授權（但銀行並無義務）按照及倚賴由我/我們或任何聲稱代表我/我們行事的人士不時以上述任何方式就操作我/我們與銀行的帳戶及使用銀行提供的服務而發出的任何指示或其他通訊（每項指示均稱為「電子指示」）。我/我們明白並同意，所有傳真、電郵或其他電子指示均應包含一份與銀行與我/我們之間的授權或其他授權文件相符的書面指示正本副本。
2. 我/我們完全理解並願意承擔通過傳真、電子郵件或其他電子方式發出指示的所有風險。該等指示可能會因互聯網的公共性質或其他原因而出現中斷、傳輸中斷、因互聯網交通而延遲傳輸或資料傳輸錯誤，以及資料傳輸可能會有時間差。該等指示所載的資料(包括任何個人資料)可能會被截取、偽造或刪除，特別是任何電郵附件所顯示的本人/本公司簽署式樣可能會被洩漏。我/我們承諾對上述風險採取預防措施，包括病毒風險和黑客攻擊的可能性。
3. 銀行獲授權按上述方式行事，而無須查詢發出或聲稱發出任何指示的人的身份或權力，或任何電子指示的真實性，銀行應有權將該指示視為經我/我們充分授權並對我/我們具有約束力，而不論銀行後來是否收到郵寄的書面指示正本（如下文第4段所述）。不論指示發出時的情況或交易的性質或金額，亦不論指示是否有任何錯誤、誤解、不清晰、欺詐、偽造或缺乏授權，亦無需以任何形式進一步確認，只要銀行或銀行的有關人員相信指示在發出時是真實的。儘管有上述規定，如果銀行或銀行的任何高級職員或雇員認為所收到的指示不清楚、欺詐、偽造或未經授權，銀行有權不按該指示行事。銀行無須就因銀行根據本條款行事或決定不行事（視乎情況而定）而令我/我們蒙受的任何損失向我/我們負責。我/我們承擔欺詐、未經授權或以其他方式不當使用位於我/我們處所或其他地方的任何設備並用於與銀行溝通的全部風險。
4. 銀行可（但無義務）(i) 要求任何電子指示應包含我/我們可能不時指定的識別代碼或測試，而我/我們應對該等代碼或測試的任何不當使用負責；及 (ii) 在銀行決定的情況下，要求我/我們在按該等指示行事前，以銀行不時決定的形式確認（透過預先登記的電話號碼或其他方式）電子指示。銀行可自行決定以書面及/或錄音及/或任何其他方法記錄電話指示，而銀行對任何指示的記錄對本公司具有決定性及約束力。
5. 我/我們承諾在發出上述任何指示後，立即向銀行提交書面指示原件，如上述發出的任何指示和銀行所執行的指示與該書面指示原件不一致，則上述發出的指示應視為我/我們發出的指示。我/我們還承諾，對於因根據上述任何指示所做或不做的任何事情而引起的所有索賠、要求、訴訟、法律程式、損害賠償、損失、成本和費用，我/我們將向銀行和銀行的董事、高級職員、雇員、代理人 and 通訊員作出賠償。如果銀行因設備故障或其他原因而未能收到任何電子指示所擬發出的訊息，銀行不需承擔任何責任。發送或發出指示的證明並不構成銀行收到該等指示的證明。
6. 銀行未能或延遲行使本協議規定的任何權利、權力或補救措施，不應視為放棄這些權利、權力或補救措施。本協議中的權利、權力和補救措施不排除法律規定的權利、權力和補救措施。如果本協議中的任何條款或條件變得非法、無效或不可執行，則其餘條款和條件不應因此受到影響。
7. 凡使用“我/我們”或“我方”或“我們的”的表述，均包括個人、獨資企業、合夥企業和有限公司、其各自的繼承人、允許的受讓人以及在其下獲得所有權的任何人員。
8. 本授權和免責責任應受中華人民共和國香港特別行政區(“香港”)法律的管轄和解釋，我/我們在此不可撤銷地接受香港法院的非專屬管轄權。
9. 根據《合約（第三者權利）條例》，除銀行和我/我們外，其他任何人都無權執行或享受本授權和免責責任的任何規定。

我/我們已閱讀，理解並同意本授權和免責的條款。

For acting on instructions given by
telephone, facsimile, email or other electronic means (if applicable)

In consideration of the Bank acceptance of instructions pursuant to this authority, I/we agree as follows:

1. Notwithstanding the terms of any present or future mandate or other agreement between the Bank and me/us, the Bank are hereby authorised (but the Bank shall not be obliged) to act in accordance with and rely upon any instruction or other communication for any purpose (each an “instruction”) which may from time to time be or purport to be given by any of the aforesaid means by me/us or any person purportedly acting on our behalf in connection with the operation of the Bank account(s) with the Bank and utilisation of service(s) provided by the Bank (each an “electronic instruction”). I/We understand and agree that all facsimile, email or other electronic instructions shall contain a copy of the original written instruction signed in conformity with the mandate or other authorising document between the Bank and me/us.
2. I/We fully understand and are willing to assume all the risks associated with the giving of an instruction via facsimile, email or other electronic means. Such instruction may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to public nature of the internet or otherwise and that there may be a time lag in data transmission. Information (including any personal data) contained in such instruction may be intercepted, falsified or erased, in particular, risk of leakage of our specimen signatures shown in any email attachments. I/We undertake to adopt precautionary measures against the above risks including the risk of viruses and the possibility of attacks by hackers.

3. The Bank are authorised to act as aforesaid without inquiry as to the identity or authority of the person giving or purporting to give any instruction or the authenticity of any electronic instruction and the Bank shall be entitled to treat the same as fully authorised by and binding on me/us, regardless of whether or not an original written instruction (as referred to in paragraph 4 below) is subsequently received by you by post, personal delivery or otherwise and regardless of the circumstances prevailing at the time of the instruction or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the Bank or the Bank' s officer concerned believed the instruction to be genuine at the time it was given. Notwithstanding the foregoing, the Bank have the right not to act upon any instruction received if the Bank or any of the Bank' s officers or employees believe such instruction to be unclear, fraudulent, forged or unauthorised. The Bank shall not be liable to me/us for any losses sustained by me/us as a result of the Bank acting or deciding not to act (as the case may be) in accordance with the provisions herein. I/We assume the whole risk of fraudulent, unauthorised or otherwise improper use of any equipment located at our premises or elsewhere and used for the purpose of communicating with the Bank.
4. The Bank may (but shall not be obliged to) (i) require that any electronic instruction should contain such identifying code or test as the Bank may from time to time specify and I/we shall be responsible for any improper use of such code or test and (ii) under circumstances determined by the Bank, require from my/our confirmation (via a pre-registered telephone number or otherwise) of an electronic instruction in such form as the Bank may determine from time to time before acting on such instruction. The Bank may at your discretion record telephone instructions by writing and/or tape recording and/or any other method and the Bank record of any instruction shall be conclusive and binding on me/us.
5. I/We undertake to submit promptly to the Bank the original written instructions upon any instruction given as aforementioned and in the event of any discrepancy between any instruction given as aforementioned and acted on by the Bank and such original written instructions, the instruction given as aforementioned shall be deemed to be the instructions given by me/us. I/We also undertake to keep the Bank and the Bank' s directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses reasonably incurred by the Bank or them arising out of anything done or omitted to be done pursuant to any instruction as aforesaid. The Bank shall not be responsible in the event that the bank are not able to receive any message intended to be given by any electronic instruction by reason of equipment failure or otherwise. Proof of dispatch or giving of instructions shall not constitute proof of receipt of such instructions by the Bank.
6. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by law. If any term or condition hereunder becomes illegal, invalid or unenforceable, then the remaining terms and conditions shall not be prejudiced thereby.
7. The expression "I" or "me" or "my" or "we" or "us" or "our" wherever used shall include individual(s), sole proprietorship, partnership and limited company, their respective successors, permitted assigns and any person deriving title under them.
8. This authority and indemnity shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People' s Republic of China ("Hong Kong") and we hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
9. No person other than the Bank and us will have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this authority and indemnity.

I/We have read, understand and agree to the terms of this authority and indemnity.

(中英文義如有歧異，請以英文本為準。The English version shall prevail if there is a discrepancy between the English & Chinese versions.)

Date (DD/MM/YYYY) _____

Account Holder Name /
Company Name _____

(Customer No. : _____)

✕ _____

*如為法人，簽署人應為公司的獨資東主、被授權人(含董事或其他人士)、合夥的合夥人、信託的受託人等

*If it is a legal person, the signatory should be the sole proprietor authorized person (director or other person(s) of the company), partner of a partnership, trustee of a trust etc.

*如果你是以被授權人身分簽署這份表格，須夾附該授權書的核證副本。

*If signing under a power of attorney, attach a certified copy of the power of attorney