**客戶傳真或電子郵件授權及賠償書
Client Facsimile or Electronic Mail Authority and Indemnity**

**致客戶風險披露聲明**

**Risk Disclosure Statement To Client**

當您(們)簽署本傳真或電子郵件授權及賠償書時，已同意接納包括但不限於以傳真或電子郵件方式發出指示或指令的下列風險：By signing this Facsimile or Electronic Mail Authority and Indemnity, you agree to accept the risks associated with instruction or direction given by way of facsimile or electronic mail which include, without limitation, the following risks:-

1. 傳真或電郵並非安全及可靠的發出指示或指令之方式，及亦需承受傳輸系統失效的風險；Facsimile or electronic mail is not a secure and reliable means of giving instruction or direction and exposed to the risk of failure in connection with transmission system;
2. 指示或指令受非法截取及未經授權或虛假修改的風險所影響；及Instruction or direction is subject to the risk of unauthorized intercepted and unauthorized or forged alteration; and
3. 指示或指令亦存在傳輸延誤或誤傳至非原指定收件人的風險。Instruction or direction is also subject to the risk of delay in transmission or wrongful transmission to unintended recipient.

謹此提請您(們)於簽署本傳真或電子郵件授權及賠償書前，應小心閱讀其條款及細則。強烈建議您(們)，如認為有需要，應尋求獨立的法律意見。You are reminded to carefully read the terms and conditions before signing this Facsimile or Electronic Mail Authority and Indemnity and are strongly advised to take independent legal advice if you consider it to be necessary.

我(們)要求玉山銀行信賴以傳真或電子郵件傳送予玉山銀行的文件代替原本文件之需，並經撥打「確認電話號碼」(定義如下段)與我(們)或獲授權人進行電話錄音確認後，接受該等傳真文件或電子郵件及郵件內附加之文件檔案。我(們)謹此同意，凡依本條所述電話錄音程序確認過之以傳真或電子郵件傳送予玉山銀行之載有我(們)或獲授權人按已提交予玉山銀行的帳戶指令內獲授權人員簽字式樣簽署之文件，玉山銀行可按其全權酌情決定，視該等文件於各方面及各用途與正本具有同樣效力。

I/We request E.Sun Bank to treat the documents that I/we transmit to E.Sun Bank by facsimile or by e-mail as originals, and to accept such facsimile transmitted documents or e-mail (including the documents attached thereto) after E.Sun Bank conducts a recorded confirmation phone call to the “Confirmation Phone Number” (as defined in the following paragraph) with me/us or the Authorized Person(s). I/We hereby agree that E.Sun Bank, after performing such confirmation phone call procedure prescribed in this paragraph, may in its absolute discretion treat those documents which bear my/our or the Authorized Person’s specimen signature in accordance with the Account Mandate provided to the Bank to have the same effect as the originals in all respects and for all purposes.

上段所稱之「確認電話號碼」係指我(們)於開戶時在開戶申請書內留存之聯絡電話號碼，以及後續我(們)依玉山銀行變更顧客資料程序所更新於玉山銀行留存之聯絡電話號碼或其他指示。

The “Confirmation Phone Number” above shall mean the phone number(s) that I/we provide to the bank in the Account Opening Form and the updated phone number(s) that I/we submit to the bank from time to time in accordance with the bank’s procedure of updating the customer information or other instructions during the existence of my/our business relationship with the bank.

因玉山銀行或玉山銀行之董事、主管、員工、代理人或代表人信賴本授權及賠償書所規定之傳真文件或電子郵件及郵件內附加之文件檔案，而受有任何求償、訴訟、損失、裁決、損害、成本、責任、費用及支出時，我(們)同意負所有賠償之責任。

In consideration of E.Sun Bank, its directors, officers, staff, agents or representatives relying on such facsimile transmitted documents or e-mail, including the attached documents as provided herein, I/we hereby agree to indemnify and hold harmless E.Sun Bank, all of its directors, officers, staff, agents or representatives from and against any and all claims, demands, losses, judgments, damages, costs, liabilities, expenses, and payments.

本授權及賠償書，於我(們)/獲授權人員另以書面通知玉山銀行前，均屬有效。儘管本授權及賠償書另有規定，本授權及賠償書項下的賠償責任於本授權及賠償書終止後仍然生效。於符合適用法律的前提下，本授權及賠償書項下的賠償責任是無條件的，且我(們)放棄強制執行本授權及賠償書的任何及所有抗辯。

This Authority and Indemnity shall remain in effect without lapse until further written notice to E.Sun Bank by me/us/the Authorized Person. Notwithstanding the foregoing to the contrary, the indemnity provided hereunder shall survive the termination of this Authority and Indemnity. Subject to the provisions of applicable law, the indemnity herein is unconditional, and I/we hereby waive any and all defenses to the enforcement hereof.

本授權及賠償書不擬免除或限制香港法律不允許免除或限制的責任。

Nothing in this Authority and Indemnity shall operate so as to exclude or restrict any liability and the exclusion or restriction thereof is prohibited by the laws of Hong Kong.

本授權及賠償書各方面均受香港法律管轄並按香港法律解釋。本授權及賠償書各方當事人不可撤銷地接受香港法院的非專屬管轄權所管轄，但玉山銀行有權可在玉山銀行選擇的其他有司法管轄權的法院強制執行本授權及賠償書。

This Authority and Indemnity shall be governed by and construed in all respects in accordance with the laws of Hong Kong. The parties to this Authority and Indemnity irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts but E.Sun Bank shall be entitled to enforce this Authority and Indemnity in courts of other competent jurisdiction as E.Sun Bank may select.

帳戶名稱(Account Name)：

顧客編號(Base No.)：

 存戶立約簽署樣式(Contract Specimen Signature)

　 西元日期DATE**：**