

Individual Customer Authority and Indemnity – I6 (14)

(For acting on instructions given via electronic channels or electronic banking services : general)

To: Standard Chartered Bank (Hong Kong) Limited (**Bank**)

Notwithstanding the terms of any existing or future mandate or other agreement or course of dealing between me and the Bank, I, the undersigned, hereby request and authorise the Bank (but the Bank is not obliged) to act on any instructions or communication for any purpose in respect of **all the account(s) in my name with the Bank** which may from time to time be or purport to be given by me to the Bank through any **electronic channels** (including but not limited to telephone, computer, telex or any other device linked to the Bank's system by any means, except fax machine) or **electronic banking services (excluding payment instruction to any third party account(s) given through electronic mail)**.

I understand and acknowledge that Customer Terms and the applicable documents referred to in Part A of Customer Terms (including the Terms & Conditions for Tele-electronic Banking Services and any other documents that forms part of the banking agreement) (**banking agreement**) which has been made available to me through the Bank's website at www.sc.com/hk or the Bank's branch, shall apply to the service I request above and any of the above instructions or communication given by person purporting to be me or received by the Bank resulting from such request. I confirm that I have read and understood the banking agreement and agree to be bound by it. I understand that this Authority and Indemnity shall be read in conjunction with the **banking agreement**, and key words used and printed *liked this* here are defined in the **banking agreement**.

I also understand and acknowledge that the risks of any of the above instructions or communication being given by person purporting to be me shall be borne by me and that the Bank will not be liable for any losses or damages arising provided the Bank has acted in good faith.

In consideration of the Bank agreeing to act on the above instructions or communication, and in addition to and without limiting the *banking agreement*, I agree and undertake that:

- (a) **The Bank may act on any of the above instructions or communication (even if such instruction or communication may be incomplete, unclear or conflicting) in any way the Bank determines, or refuse to act on any of them (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant instruction or communication), without responsibility or liability on the Bank's part (except where there has been negligence on its part) for any such acting or refusal or delay in acting as a result;**
- (b) The Bank may specify conditions on which the Bank accepts any of the above instructions or communication in any way as the Bank sees fit (such as requiring any identification code or testing device or requesting me maintain valid deposit account(s) with the Bank);
- (c) The Bank may verify any of the above instructions or communication under any circumstances or in any way as the Bank sees fit (such as contacting me) before it decides to act on the same;
- (d) The Bank is authorised to record the telephone conversations between me and the Bank, in writing or by tape or other means as the Bank may determine, and the Bank's records (including any transcript) shall be conclusive and binding on me and may be used in any dispute in connection with the *banking agreement*. The Bank may dispose or erase such records after the expiration of such period as it sees fit;
- (e) The Bank will not be liable for any failure or delay in acting on any of the above instructions or communication by reason of any circumstances beyond the Bank's control (defined as *circumstances beyond our control* under Customer Terms), including but not limited to any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication for any other reason; and
- (f) **Without limiting the indemnities I agree to provide under the *banking agreement*, I will also fully indemnify against and pay the Bank on demand for any loss it incurs from acting on or refusing or delaying in acting on any of the above instructions or communication, except where the same is caused by negligence on the Bank's part.**

Payment Instruction through Electronic Channels or Tele-electronic Banking Services Risk Disclosure Statement

Payment instruction through electronic channels or tele-electronic banking services (including the internet and electronic mail) may not be a completely reliable or secured method of communication due to unpredictable situations, including but not limited to circumstance where the instruction is given by an unauthorised person purporting to be me or electronic message transmission congestion or any other reasons and such unreliability is beyond the control of me and the Bank. This may give rise to occasions where the Bank reasonably believes that a fraudulent payment instruction is a genuine instruction executed by me or execution of a payment instruction is delayed or misunderstanding or error in any communication between me and the Bank occurs.

Payment instruction given via non-electronic channels is different from that through electronic channels. When I submit payment instruction through electronic channels, I acknowledge that I will be exposed to risks associated with unpredictable situations including potential fraud risk.

Any amendment or revocation of this Authority and Indemnity shall take effect two business days after the Bank's receipt of written notice thereof.

This Authority and Indemnity shall be governed by and construed in accordance with the laws of Hong Kong and I irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. In case of any inconsistency between the English and the Chinese versions, the English version shall prevail.

Dated this _____ day of _____

Signed by:

For Bank Use Only	
Witnessed by	
Signature Verified by	
Approved by	



個人客戶授權和賠償書-16 (14)

(以執行透過電子途徑或電子理財服務發出的指示：一般)

致：渣打銀行(香港)有限公司(銀行)

即使銀行與本人之間現存或將來的任何開戶指示或其他協議或慣常交易過程中有任何其他條款，本人(下述簽署人)特此要求及授權銀行(但銀行並無義務)按照本人或自稱為本人因任何目的就所有以本人名義於銀行開立的戶口，不時透過任何電子途徑(包括但不限於電話、電腦、電報或任何其他以任何方式連接銀行系統的途徑，傳真機除外)或電子理財服務(不包括透過電子郵件向任何第三者戶口發出的付款指示)，向銀行發出的任何指示或通訊而行事。

本人明白及確認客戶條款及當中 A 部所述的文件(包括電子理財服務條款及細則及任何其他構成銀行協議的文件)(銀行協議)(其已於銀行網站 www.sc.com/hk 或分行提供予本人)將適用於本人以上要求之服務及任何因該要求而引起的自稱為本人發出或銀行因而收到的上述指示或通訊。本人確認本人已閱讀及明白銀行協議，並同意受其約束。本人明白本授權和賠償書須與銀行協議一併閱讀，而本文件中所用的及以此格式呈現的關鍵詞亦於銀行協議闡述。

本人同時明白及確認：可能有人自稱本人向銀行發出上述指示或通訊，而此等風險概由本人承擔；銀行如真誠行事，則無須為任何因此而產生之損失或損害而負上任何責任。

鑑於銀行同意按上述指示或通訊行事，在銀行協議之外及不局限銀行協議的情況下，本人同意和承諾：

- (a) 銀行可以任何方式決定按照任可上述指示或通訊而行事(即使該等指示或通訊可能不完整、不清晰或互相衝突)或拒絕按照任何該等指示或通訊行事(而在該情況下銀行有絕對酌情權決定如何處置有關指示或通訊)。除非銀行有疏忽的情況，銀行無須為行事或拒絕或延遲行事而引起的任何責任而負責；
- (b) 銀行可以任何其認為適合的方式訂定接納任何上述指示或通訊的條件(例如要求任何識別代碼或鑑定裝置或要求本人在銀行維持有效的存款戶口)；
- (c) 在決定行事前，銀行可在任何情況下以任何其認為適合的方式核實任何上述指示或通訊(例如與本人聯絡)；
- (d) 授權銀行以書面、錄音帶或銀行不時決定的其他方式記錄本人與銀行在電話中的談話，而銀行的記錄(包括任何謄本)具決定性，且對本人具約束力，並可用於銀行協議的任何爭議。在銀行認為適當的期限結束後，銀行可自行以其認為適合的方式處置或銷毀該等記錄；
- (e) 如銀行因其控制範圍以外情況(根據客戶條下本行控制範圍以外情況的定義)(包括但不限於傳送或通訊設施因任何原因損壞或失效，或因任何其他原因導致傳送或通訊無法進行或發生延誤或錯誤)而未能或延遲按照任何上述指示或通訊行事，銀行無須負任何責任；及
- (f) 在不局限本人於銀行協議同意提供的彌償保證的情況下，如銀行要求，本人亦會即時向銀行作出全面彌償並支付銀行因按照(或拒絕或延遲按照)任何上述指示或通訊行事而合理產生的任何損失(因銀行疏忽而引致者除外)。

有關透過電子途徑或電子銀行服務發出資金轉賬至第三者戶口的指示之風險披露聲明

透過電子途徑或電子銀行服務(包括互聯網和電子郵件)發出付款指示，基於無法預計的情況，包括但不限於未經授權人士自稱為本人發出指示的情況或電子訊息傳送出現阻塞或任何其他原因，並不是完全可靠或安全的通訊方式，而上述的情況是本人和銀行無法控制的。由此可能引發以下情況：銀行合理地相信某項虛假的付款指示是本人的真實指示或某項付款指示的執行出現延誤或本人與銀行之間任何通訊產生誤解或錯誤。

透過非電子途徑發出付款指示有別於透過電子途徑發出付款指示。本人透過電子途徑遞交付款指示的同時，即表示本人認知會承受可能發生無法預計情況的風險，包括潛在的詐騙風險。

此授權和賠償書如有任何修改或被撤銷，須待銀行接獲有關修改或撤銷之書面通知起計兩營業日後方生效。

此授權和賠償書受香港法律管轄，並按香港法律予以解釋。本人特此不可撤銷地接受香港法院之非專屬性法管轄權的管轄。中、英文版本如有歧異，以英文版本為準。

_____年_____月_____日

簽署人：

姓名：

身份證(或同等證件)號碼：

銀行專用	
見證	
簽名核對	
批核	