

傳真指示交易授權書

Authorization and Indemnity for Facsimile Instructions

客戶資料 Customer's Information

客戶名稱
Customer's Name

(DBU)
統一編號 Registration Number
稅籍編號 Tax Certification ID

(OBU)
公司註冊編號
Certificate No of Incorporate

立授權書人茲授權 星展(台灣)商業銀行股份有限公司(下稱「貴行」)就下列業務(以下稱「授權交易種類」)得依據個別簽(蓋)妥立授權書人就各該帳戶/交易約定印鑑之傳真文件、憑證(合稱「傳真指示」), 受理傳真指示所載之交易:
The Undersigned, hereby authorize DBS Bank (Taiwan) Ltd (hereinafter called the "Bank") to accept, from time to time, faxed documents or materials (collectively facsimile instructions) duly executed by the Undersigned authorized signatory(ies) with signature/chop specimens conforming to those maintained by the Bank and updated from time to time for the purposes of the operation of the relevant accounts/transactions which include:

請於授權項目之方格中打勾 Please tick where applicable.

<p>授權交易種類(複選) Authorised Facsimile Instructions(Multiple Choices)</p>	<p><input type="checkbox"/> 匯款、轉帳及定期存款 Remittance, Fund Transfer and Time Deposit Placement</p> <p><input type="checkbox"/> 貿易服務及融資業務 Trade Service and Trade finance (包含但不限於國內外信用狀申請/修改/轉讓, 信託收據融資, 副提單背書及擔保提貨, 出口押匯, 進出口託收, 進出口融資, 銀行保證函等貿易相關服務) (Including, but not limited to LC issuance/ amendment, trust receipt financing, bank guarantee, export LC negotiation/discounting, bills collection, import/export financing, and other trade-related services.)</p> <p><input type="checkbox"/> 應收帳款業務 Account Receivable Factoring</p> <p><input type="checkbox"/> 放款撥貸/還款業務 Loan Drawdown/Repayment</p> <p><input type="checkbox"/> 特定金錢信託投資業務 Non-discretion Money Trusts-Investment Accounts</p> <p><input type="checkbox"/> 其它業務項目 Other Banking Services</p> <p>1. _____ 2. _____ 3. _____</p>
<p>授權扣款帳號 (不含支票存款帳戶) Authorised Debit Account (Checking Account is excluded)</p>	<p><input type="checkbox"/> 立授權書人 於貴行任一帳戶 Any One Account the Company Maintained with DBS(Taiwan)</p> <p><input type="checkbox"/> 立授權書人同意, 自以下帳戶進行扣款 The Company Agrees for DBS Taiwan to Debit the Following Accounts</p> <p>1. _____ 2. _____ 3. _____</p>
<p>單筆授權扣款限額 Authorised Debit Amount for Each Transaction</p>	<p>若傳真指示涉及自立授權書人帳戶扣款時, 立授權書人同意: If the facsimile instruction involves debit from the Company's account, the authorized person agrees to execute</p> <p><input type="checkbox"/> 依傳真指示所指示之扣款金額 the instructed debit amount according to facsimile instruction.</p> <p><input type="checkbox"/> 單筆授權扣款限額為等值新臺幣 _____ 元 authorised debit amount which is equivalent to NTD \$ _____ for each transaction.</p>

終止授權 Authorization Termination

立授權書人茲通知 貴行終止立授權書人在先前所提供給 貴行關於傳真指示交易的所有授權, 惟 貴行於本終止通知前已收到之傳真指示效力不受影響, 立授權書人同意仍受拘束。

The Undersigned hereby terminate all authorizations and/or mandates previously given by the Undersigned to the Bank in respect of facsimile instructions. The Undersigned agrees that the facsimile instructions already received by the Bank shall survive such termination and continue to be valid and binding on the Undersigned.

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電話照會授權人員 Authorisation Profile

姓名 The Name of Authorised Person	職稱 The Job Title of Authorised Person	室內電話 Tel. Number	行動電話 Mobile Number
		()	
		()	
		()	
		()	
		()	
		()	
		()	

重要注意事項 Important Notes

- 立授權書人茲確認並同意 貴行就任何傳真指示得向上述指定之任一授權人員進行電話照會確認，經電話照會確認授權人員之基本資料及交易資訊內容無誤者，除 貴行基於風險控管另與立授權書人確認及要求交付正本以外，立授權書人事後無須另行遞送傳真文件之正本予 貴行。如 貴行為電話照會時，上述所指定之任一授權人員均得為傳真指示之確認。 貴行得對該等電話照會之談話進行錄音及決定保存錄音內容之期間，此等錄音並得於任何法律程序中做為證據。 倘貴行未能與指定之授權人員電話照會，貴行仍得自行決定在沒有電話確認的情形下依該傳真文件逕行辦理相關交易。

The Undersigned acknowledges and agrees that, in connection with any facsimile instruction, the Bank may further effect a telephone call back to any of the authorized persons designated as above. If the personal information of the above person and the facsimile instruction have been verified by the Bank, the Undersigned does not have to deliver the original of the facsimile instruction to the Bank, unless the Bank requires the original based on risk management purposes. If the Bank makes such a call, each of the authorized persons designated as above is authorized to confirm the transaction instructions. The Bank may record any oral and phone conversation of such telephone confirmations mentioned above. The Undersigned agree that the Bank may, in its sole discretion, decide the retention period of such tape recording and any such tape recording may be admitted as evidence in any legal proceedings. If the Bank cannot contact the above person, the Bank shall still proceed with the transaction in accordance with the facsimile instruction without a telephone confirmation.
- 立授權書人確認並同意 貴行得信賴上述電話照會授權人員係合法授權人員，立授權書人同意自行負責上述人員及電話之正確性，如上述人員或其電話有誤或有變動而未被及時更正，其所生損失及相關責任均由立授權書人自行負擔。

The Undersigned acknowledges and agrees that the Bank may fully rely on the authority of the persons designated by the Undersigned as listed above. The Undersigned shall be sole responsible for the integrity and correctness of such contact information and shall assume all responsibility for any losses and consequences arising from any incorrect contact information thereof.
- 立授權書人聲明及確認已向上述交易照會授權人員告知且上述交易照會授權人員已詳閱 貴行於網站上揭示之「個人資料蒐集、處理、利用與國際傳輸告知事項」。

The Undersigned represents and acknowledges that I/we have informed the above Authorized Persons, and they have read through the "Notification Matters regarding Collection, Process, and Use of Personal Data" as posted on the website of the Bank.
- 請立授權書人應詳細考量傳真指示交易之風險，傳真文件不若正本易於辨識真偽，遭冒用、偽造簽章之風險較高；亦有可能因輸入錯誤傳真號碼或線路故障而導致資料洩漏予他人或無法正確到達 貴行。除因可歸責於 貴行之故意或重大過失，倘立授權書人因傳真指示受有任何請求、損害、損失或成本者，貴行不負任何責任。立授權書人應持續就與傳真交易有關之任何可能風險進行獨立之評估及考量。除非立授權書人同意承擔傳真指示交易所生之風險，否則不應簽署本傳真指示交易授權書。

The Undersigned should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimiles may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach the Bank and may thereby become known to third parties thus losing their confidential nature. Except in cases of the Bank's gross negligence or willful misconduct, the Bank accepts no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by the Undersigned as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. The Undersigned is and continue to be solely responsible for making the Undersigned's own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, the Undersigned should not authorize the Bank to accept instructions by facsimile unless the Undersigned is prepared to undertake such risks and have satisfied the Undersigned in all respects with regard to such authorization.

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Authorization and Indemnity for Facsimile Instructions

聲明及授權簽署 Declaration and Authorized Signatory(ies)

1. 立授權書人了解傳真指示可能涉及之相關風險，且已知悉並確認立授權書人了解且同意上述「重要注意事項」之內容
I/We, the Undersigned, are aware of the possible risks involved in connection with the giving of any facsimile instruction and have taken note of, and acknowledge our understanding and agreement to the "Important Notice" set out above.
2. 立授權書人已收到、並於合理期間詳細閱讀且充分了解 貴行之「傳真指示交易約定條款」，並同意受其規範。
I/We, the Undersigned, have received, and have been given a reasonable period to read and understood the Bank's Terms & Conditions for Facsimile Instruction and agree to be bound by them.
3. 立授權書人了解 貴行有權決定是否受理任何傳真指示。
I/We understand that the Bank may accept or refuse to effect any facsimile instruction at its sole discretion for any reason without any liability.
4. 本授權書將持續有效，直至 貴行收到立授權書人新的傳真指示交易授權書或終止本授權書的通知，或 貴行通知立授權書人終止本授權書為止。
This Authorization shall continue in full force and effect until the Bank receives from Undersigned a new Authorization and Indemnity for Facsimile Instructions or a written notification to terminate this Authorization, provided that the Bank may terminate this arrangement at any time by notice to the Undersigned for any reason whatsoever as the Bank may deem appropriate.
5. 本傳真指示交易授權書應取代立授權書人在先前所提供給 貴行關於傳真指示交易的所有授權書。
This Authorization and Indemnity for Facsimile Transaction shall supersede all authorizations and/or mandates previously given by the Undersigned to the Bank in respect of facsimile instructions.

公司名稱： _____
Name of Company

DBU: 公司經濟部大小章暨負責人親簽
Company Seal, Authorized Signatory's Seal(s) and Signature(s)
OBU: 被授權人簽章 Authorized Signatory's Signature(s)

日期： _____ 年 _____ 月 _____ 日
Date

限銀行內部使用 FOR BANK USE ONLY

主	經
管	辦

傳真指示交易約定條款 Terms and Conditions for Facsimile Instruction (ver4.0 20150316)

茲鑒於 貴行得同意接受立傳真指示交易授權書人(下稱立授權書人)申請傳真指示交易，立授權書人同意及承諾下列各項約定條款：
In consideration of the Bank agreeing to consider accepting facsimile instruction, the Undersigned hereby agrees and undertakes follows:

- (1) 使用傳真指示進行交易均須受本約定條款規範。凡立授權書人與 貴行間相關帳戶、交易、服務、產品、資訊等有關的其他約定事項，將會繼續適用，但如有任何歧異，就傳真指示而言，應以本傳真指示交易授權書(下稱本授權書)為準。
Transactions and dealings effected by using facsimile instructions are subject to the terms and conditions contained herein. All other terms and conditions governing the relevant accounts, transactions, services, products, information, etc. shall continue to apply but where there is discrepancy, this Authorization and Indemnity for Facsimile Instruction (this "Authorization") shall prevail.
- (2) 立授權書人同意以傳真送達時，傳真文件本身即為立授權書人就該指示內容及授權之唯一有效證據，立授權書人不得另提出原稿，以該原稿之內容或簽章係經無合法授權之人剪貼、修改等事由，對抗 貴行。惟 貴行應盡合理注意義務，審閱該文件。
The Undersigned agrees that, in the event that any instructions are made through facsimile, the facsimile itself shall be the only evidence admissible with respect to the substance and authority of such instructions. The Undersigned may not present the original document and claim against the Bank based on the fact that the content or the signature/chop of the original document is cut and pasted or changed by an unauthorized third party; provided that the Bank shall examine the facsimile with reasonable care.
- (3) 立授權書人同意並授權 貴行得充分信賴傳真指示內容及簽章之真實性。立授權書人並同意於法令許可之最大範圍內， 貴行對於依照立授權書人傳真指示之內容所為之任何行為不負任何責任。若 貴行依誠信原則相信傳真或其內容之真實性可能有疑義， 貴行得依其全權決定不接受該指示，毋須另行通知立授權書人。
The Undersigned agrees and authorizes that the Bank may fully rely on the trueness, correctness and genuineness of the contents and the signatures appearing on the facsimile instruction. The Undersigned also agrees that, to the maximum extent permitted by the applicable laws and regulations, the Bank shall assume no liability for any action taken in accordance with the Undersigned's facsimile instructions. The Bank is under no obligation to accept the facsimile instructions, and may at its sole discretion refrain from acting without notice to the Undersigned if it believes in good faith that any question exists concerning the authenticity of any such instructions or the content or meaning thereof, and the Bank shall assume no liability for such action.
- (4) 貴行得以合理之注意查核以立授權書人名義發出之傳真指示上簽章是否與留存之授權印鑑或簽名相符。任何 貴行依傳真指示所作之交易，對於立授權書人均有拘束力，不論立授權書人是否有實際之授權、認知或同意。立授權書人了解並願意承擔偽造之印鑑或簽名因傳真過程中扭曲、變形、縮小或放大、不清晰而致無從辨識之風險。如傳真文件不清楚或無從辨識時，立授權書人同意 貴行於接受立授權書人另行傳真清楚足以辨認其內容及印鑑或簽名之指示前， 貴行得拒絕接受原傳真指示辦理交易。
The Bank shall exercise reasonable care to verify the signatures appearing on the facsimile instruction in accordance with the authorized signature/chop specimens. Any facsimile instructions purportedly in the Undersigned's name and any transaction made pursuant to the facsimile instructions shall be binding upon the Undersigned whether made with or without the Undersigned's authority, knowledge or consent. The Undersigned assumes all risks that the use of a counterfeit chop or a forged signature may remain undetected due to a change of size or other distortion or lack clarity in the transmission process. In the event that the facsimile lacks clarity or hard to identify, the Undersigned agrees that the Bank may refuse to execute the instruction before receiving another clear facsimile instruction which content and chop or signatures are identifiable from the Undersigned.
- (5) 立授權書人有義務以電話通知 貴行該傳真之發送，並以電話確認 貴行已收到傳真指示。若無電話確認， 貴行有權(但無義務)執行該傳真指示。 貴行不論於任何情形下，均毋須對未收到之傳真指示負責。
The Undersigned shall have the responsibility to make subsequent telephone calls to the Bank to notify the transmission, and to confirm the receipt of the facsimile instructions. The Bank shall be entitled, but not obliged, to act or not to act upon any such instructions in respect of which no such subsequent telephone calls are made. In no event shall the Bank be responsible for the non-receipt of any such instructions.

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- (6) 貴行有權(但無義務)要求立授權書人就其傳真指示以電話或書面於 貴行指定之時間內確認。惟 貴行得自行決定在沒有電話或書面確認的情形下或得到電話或書面確認以前,執行該傳真指示。如 貴行已要求立授權書人就其傳真指示為確認, 貴行於未接獲立授權書人之確認前,得拒絕執行。
The Bank shall be entitled (but not obliged) to require that written or phone confirmation of all instructions sent by facsimile be given by the Undersigned within such period of time as it may specify. However, the Bank shall be at liberty to execute such instructions without, or prior to the receipt of, such written or phone confirmation. The Bank may refuse to execute the instruction before receiving the confirmation from the Undersigned if the Bank has requested the Undersigned to confirm the instruction.
- (7) 立授權書人同意如因不可抗力或不可歸責於 貴行之事由(如傳真傳輸因通訊斷線、斷電、系統壅塞等),以致傳真時間延遲、遺漏或 貴行無法接收或因此導致交易延誤、錯誤或無法完成時, 貴行無須負任何責任。
The Undersigned agrees that the Bank is not liable for the delay, omission, or failure to be received of transmission of the facsimile or failure to complete transaction due to force majeure or causes not attributable to the Bank (including disconnection of communication, power failure, system jam, etc.)
- (8) 立授權書人就傳真指示內容可能因傳送而洩密之風險,應自行負責。於法令許可之最大範圍內,不論任何原因,倘於傳送過程中有揭露機密之情事發生時, 貴行不負任何責任。
The Undersigned shall be solely responsible for all risks to confidentiality with respect to the information contained in the facsimile arising from such transmission. The Bank shall, to the maximum extent permitted by applicable laws and regulations, not be liable for whatsoever reasons for any disclosure of such information in the process of such transmission.
- (9) 立授權書人同意 貴行得指定傳真指示於特定之時間為之。 貴行有權利(但無義務)執行或拒絕未於特定時間內收到之交易指示,因前述造成之任何損失, 貴行無須負任何責任。如屬應憑立授權書人出具之正本文件辦理之交易,於正本在 貴行指定時間內送達貴行後始得辦理。
The Undersigned agrees that the Bank may designate specific business hours for the facsimile instructions. The Bank is entitled (but not obligated) to effect or to refuse the facsimile instructions not delivered to the Bank within the designated business hours, and is not liable for any losses incurred therefrom. If any transaction requires original instruction in writing, the Bank shall not execute the transaction until its receipt of the original within the designated time by the Bank.
- (10) 立授權書人及 貴行之任何一方得隨時透過書面方式終止本授權書,本行於收到終止通知後次一營業日生效。立授權書人承諾,就 貴行因受理及執行終止授權前所為之傳真指示所生直接或間接所產生之任何訴訟、程序、請求、損失、損害、成本及費用,應隨時補償 貴行並使之不受損害。
The Undersigned and the Bank reserves the right to terminate this Authorization via paper at any time, and termination will be effective on next business date while Bank well receives. The Undersigned undertakes to keep the Bank indemnified at all times against and to save the Bank harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting such instructions and acting thereon on or prior to such terminations notice.
- (11) 於法令許可之最大範圍內,如因第三人冒用立授權書人之名義及/或留存印鑑為本授權書之傳真指示,而導致立授權書人受有損害時, 除 貴行有故意或重大過失外, 貴行不負損害賠償責任。
To the maximum extent permitted by applicable laws and regulations, the Bank shall not be liable for any loss or damages suffered or sustained by the Undersigned arising out of unauthorized facsimile instruction and/or fraudulent signature in the facsimile instruction in the absence of the Bank's willful misconduct or gross negligence.
- (12) 立授權書人同意並承諾,傳真之文件視同正本,與正本之文件、憑證具同等之效力。立授權書人同意 貴行基於風險控管有權(但無義務)要求立授權書人於 貴行指定之時間內將傳真文件之正本送回 貴行,以利內部確認及查核。倘立授權書人於傳真交易後遞送傳真文件之正本、憑證予 貴行者,若於遞送途中不慎遺失,立授權書人同意另立新文件、憑證送交 貴行,並視實際需要另依有關法令、規定辦理掛失、止付或補發手續。惟 貴行於收訖傳真指示後即可按傳真指示作業,不論隨後 貴行有無收到正本文件。若 貴行收訖並執行之傳真指示與嗣後送達之正本文件之間有任何歧異,應以 貴行收訖並執行之傳真指示為準,立授權書人絕無異議。
The Undersigned agrees and undertakes that the facsimile instruction is of full force and effect as if it were the original. The Undersigned agrees that the Bank reserves the right (but shall not be obligated) to require the Undersigned to send the original of the facsimile instruction to the Bank within a period required by the Bank for further internal confirmation and verification. Provided that the original of the facsimile instruction is lost during the delivery process to the Bank, the Undersigned agrees to provide the Bank with a new original thereof and report loss, countermand payment and apply for replacement under and pursuant to all applicable laws and rules. In any event, the Bank is entitled to follow facsimile instruction irrespective of whether the Bank will subsequently receive the original thereof. If there is any discrepancy between the facsimile instruction and its original, the Bank is entitled to treat the facsimile instruction as conclusive and the Undersigned shall not dispute the validity of the facsimile instruction.
- (13) 立授權書人同意因本授權書所生紛爭,將依金融消費者保護法及其他法令規定處理。申訴之管道如下:
服務或申訴專線:企業客戶客服中心0800-808-889/02-6612-9889
電子信箱:ibgsc@dbs.com
**The Undersigned agrees the Financial Consumer Protection Act and other applicable laws may apply to any dispute arising out of this Authorization. To make a complaint to the Bank:
Direct Line for Service and Complaint: 0800-808-889/02-6612-9889
E-mail Address: ibgsc@dbs.com**
- (14) 立授權書人同意 貴行得隨時修改本傳真交易指示交易約定條款之相關規定,並於修改生效日前通知立授權書人或以顯著方式於 貴行營業場所或網站上公告其內容,但有利於立授權書人者不在此限。倘立授權書人不同意 貴行之修改,得於修改生效日前隨時以書面通知終止本授權書及傳真指示交易約定條款,逾期未終止者,視為立授權書人已同意並接受該等修改。
The Undersigned agrees that the Bank may at any time amend the Terms and Conditions for Facsimile Instruction and, prior to the effective date of such amendments, notify the Undersigned of or prominently publish such adjustments at the premises of the Bank or on its website, unless such amendments are made in favor of the Undersigned. If the Undersigned disagrees with such amendments, he/she/it may, at any time before the effective date of such amendments, terminate this Authorization and the Terms and Conditions for Facsimile Instruction by a written notice to the Bank, and the Undersigned shall be deemed to have consented to and accepted such amendments if he/she/it has not made such termination in time.
- (15) 授權書及本傳真指示交易約定條款以中華民國法律為準據法,雙方同意以台灣台北地方法院為第一審非專屬之管轄法院。
This Authorization and the Terms and Conditions for Facsimile Instruction shall be governed by the laws of the Republic of China and both parties irrevocably submit to the non-exclusive jurisdiction of the Taiwan Taipei District Court as the court for the first instance.
- (16) 本授權書及本傳真指示交易約定條款同時以中、英文訂立,如文義兩歧時,應以中文本為準。
This Authorization and the Terms and Conditions for Facsimile Instruction are executed in both English and Chinese. If there is any dispute in meaning thereof, the Chinese text shall govern.