

傳真/電子郵件交易指示授權書

Authorization for Facsimile/E-mail Instruction

致： 西班牙對外銀行

To: Banco Bilbao Vizcaya Argentaria, S.A.

壹 立授權書人資料

The Information of the Undersigned of this Authorization:

帳戶名稱 Customer Name	
授權扣款編號 Account No.	
身分證字號/護照號碼/公司統一編號 Identification No./Passport No./Company Unified Business No.	

本人/本行號/我方(以下稱「客戶」)，作為貴行客戶，茲此要求並授權貴行或其授權之職員，接受及處理客戶或經授權處理客戶於貴行所開立之所有帳戶(包括現有與未來於貴行開立之帳戶)之任何人，透過傳真／電子郵件隨時給予或將給予之任何指示(以下稱「非正本指示」)。為使貴行得自行全權決定接受與處理非正本指示並提供相關服務(以下稱「傳真交易指示服務」)，客戶理解並同意下列規定：

I/we/the Undersigned("Customer"), is/are your client, hereby request and authorize you or any designated employee to accept and act on any instructions which may from time to time be, or purport to be, given via facsimile/e-mail by me/us or by any person authorized to operate my/our account(s) with you ("Non-original Instruction(s)"). In consideration that you may accept and act on any Non-original Instruction and provide relevant service for accepting instructions given via Customer's facsimile/e-mail (the "facsimile services") at your sole discretion, Customer acknowledges and agrees as follows:

貳 特別條款

Special Terms and Condition

一、 為確認客戶非正本指示內容之真實性及正確性，客戶茲指定聯絡人如下，貴行得向指定之聯絡人進行照會。

1. In order to confirm the authenticity and correctness of Non-original Instruction(s) from Customer, Customer hereby appoints the contact person(s) as followed. You may contact the appointed contact person(s) for confirmation.

	授權指定之聯絡人姓名 Name of Appointed Contact Person	職稱 Job Title	連絡電話 Phone No.
1			
2			
3			

二、 單筆非正本指示之扣款限額：

2. The amount limit for every single Non-original Instruction:

客戶指定並同意非正本指示之單筆扣款交易限額為新台幣_____（或依貴行牌告匯率換算之等值其他幣別）。

Customer designates and agrees to the amount limit of no more than TWD_____ for every single Non-original Instruction (or the equivalent in other currency pursuant to the exchange rate announced by you).

三、 授權交易種類：包括扣款、匯款、轉帳及投資。

3. Transactions authorized by Customer under this Authorization include account withdrawal, fund transfer, remittance, and investments.

四、 重要風險事項

4. Material Risk Matters

客戶瞭解下述事項之內容，並承諾接受與授權貴行，接受與處理非正本指示事宜之相關風險。

Customer acknowledges the following matters, and undertakes to accept the risks involved in authorizing you to accept and act on Non-original Instructions.

(一) 客戶已充分考量以傳真／電子郵件給予貴行指示所可能產生之風險。

(1) *Customer has fully considered the possible risks inherent in the giving of instructions via facsimile/e-mail to you.*

(二) 客戶透過傳真／電子郵件所給予之指示，可能遭第三人偽造，例如，一個未經授權之人可能將客戶之真實姓名由文件上剪下，添加在偽造之文件上傳真出去。客戶了解，迄今並無任何設備能讓傳真機辨別傳送者之指示或簽章是否確屬客戶真正簽章或為客戶本人所發。且客戶於簽署本文件後，將受偽造指示所約束。此外，透過傳真／電子郵件所給予之指示，可能被傳送至錯誤的號碼／收件人、遭入侵、竄改、或可能永遠不會傳送至本行，內容可能因此被第三者所知悉。

(2) *Instructions given via facsimile/e-mail by Customer may be forged by third parties. For instance, an unauthorized person may cut an authorized signature from a bona fide document and apply it on the facsimile document. Customer acknowledges that, up to now, there is no mechanism for a receiving fax machine to verify whether the sender's signature is authentic or from Customer. Customer shall be bound by the forged instructions after signing this document. Further, instructions given via facsimile/e-mail may be transmitted to wrong numbers/addressee, hacked, altered or may never reach you and may thereby become known to third parties.*

(三) 除非客戶已充分審閱並理解本授權書內容、留存影本乙份並準備好要承擔上述風險，否則不應授權本行接受透過傳真/電子郵件所給予之指示。

(3) *Customer will not authorize you to accept instructions via facsimile/e-mail unless the Customer fully reviews and understands this Authorization, keeps a copy of this Authorization and is prepared to undertake the above-mentioned risks.*

參 一般條款

General Terms and Condition

一、 在貴行基於誠信原則信賴非正本指示上之簽章形式上符合留存於本文件之簽章，且符合帳戶相關條款規定之前提下，無論該簽章實際上符合留存於本文件之簽章與否，貴行有權(但無義務)處理與接受所收受之任何非正本指示；貴行信賴任何非正本指示或依之處理前，並無義務確認任何非正本指示之真實性或來源，亦無義務確認任何(或將予)發出該非正本指示之人員之權限。

1. You may, but are not obliged to, act and rely upon any Non-original Instruction received by you so long as you in good faith believe it to be genuine or it appears to comply with the applicable terms of the account mandate notwithstanding that the signature(s) thereon (if any) is/are not original. You are under no duty to inquire into the authenticity or source of any Non-original Instruction or the identity or authority of the person giving or purporting to give any Non-original Instruction before you act or rely on it.
- 二、 不論非正本指示是否取得客戶之授權、知悉或同意，任何依據貴行所信賴之非正本指示而進行之任何交易或服務，皆對客戶具完全拘束之效力。
2. Any transaction or service effected pursuant to any Non-original Instruction that you act or rely on shall be conclusively binding on Customer for all purposes, regardless of whether such instruction was given with or without my/our authority, knowledge or consent.
- 三、 貴行就客戶因貴行處理或信賴偽造或未經授權之任何非正本指示而承受之任何損失，無須負擔任何責任，但貴行應於處理或信賴該等指示時，基於誠信原則信賴該等指示係屬真實或顯然符合帳戶相關條款規定，不論指示上之簽章是否為正本。
3. You are not liable for any loss that Customer may suffer if you act or rely on any Non-original Instruction which is forged or unauthorized, provided that you in good faith believe it to be genuine when you act or rely on it or it appears on its face to comply with the applicable terms of the account mandate notwithstanding that the signature(s) thereon (if any) is/are not original.
- 四、 不論前述條款內容，貴行對於所收取之任何非正本指示，保留不予處理或信賴之權利，且不需負擔任何責任或提供任何理由或通知。
4. Notwithstanding the foregoing, you reserve the right not to act or rely upon any Non-original Instruction received without any liability or giving any reason or notice.
- 五、 客戶瞭解並願承擔偽造之印鑑或簽名因傳真或傳送電子郵件過程中扭曲、變形、縮小或放大、不清晰而致無從辨識之風險。
5. Customer understands and undertakes to assume all risks that the use of a counterfeit chop or forged signature may remain undetected due to a change of size or other distortion or lack of clarity in the transmission process.
- 六、 客戶有義務以電話通知貴行該傳真/電子郵件之發送，並以電話確認貴行已收到傳真/電子郵件指示。若無電話確認，貴行有權(但無義務)執行該指示。貴行不論於任何情形下，均毋須對未有收執之傳真/電子郵件指示負責。
6. Customer shall have the responsibility to make subsequent telephone calls to you to notify the facsimile/e-mail transmission, and to confirm the receipt of the facsimile/e-mail instruction. You shall be entitled, but not obliged, to act upon such instruction in respect of which no such subsequent telephone calls are made. In no event shall you be responsible for the non-receipt of any such instruction.
- 七、 如接獲客戶以傳真/電子郵件指示扣款，貴行有權進行電話確認，本人茲指定載於本文件第一頁之指定聯絡人代表本人確認相關指示。本人傳真/電子郵件扣款指示之金額如超過前述授權單筆交易限額時，貴行得拒絕接受該指示。貴行得於未獲客戶指定聯絡人確認前，自行全權裁量決定是否執行該指示。
7. Upon receipt of my/our facsimile/e-mail instruction, you shall be entitled to, but not obliged to, confirm the content of such instruction by phone with the contact person(s) appointed by Customer in page one (1) of this document. Customer appoints the contact person(s) on behalf of Customer to confirm the relevant instructions. In the

event of the transaction amount of facsimile/e-mail instruction exceeds the transaction limit agreed above, you may refuse to accept such instruction. Prior to receipt of the confirmation from the appointed contact person(s), you may decide whether to execute such instructions in your sole discretion.

- 八、 客戶應於貴行之營業時間內(星期一至星期五上午九點至下午三點三十分)依傳真/電子郵件方式指示貴行辦理有關交易事項。任何逾該時間到達貴行傳真機/電子郵件信箱之指示，客戶同意由貴行於次一營業日進行該傳真/電子郵件交易。
8. Customer shall send facsimile/e-mail instructions only during business hours of you from 9:00 a.m. to 3:30 p.m., Monday through Friday to have you proceed with any transaction. If any such instruction is sent to you beyond the above prescribed time limit, you shall proceed with the relevant transaction on the next business day.
- 九、 客戶應於發送傳真交易指示當日起七個營業日內，將傳真交易之正本文件送達貴行，否則貴行得不再繼續受理/暫停對客戶提供傳真交易指示服務，直到前述之傳真交易正本文件補齊為止。
9. Customer shall submit the original documents of the facsimile instruction to you within seven (7) business days upon sending such instruction to you, or you shall be entitled to decide that the facsimile services would not be accepted or suspended thereafter until you obtain the above-mentioned original documents.
- 十、 貴行保留隨時終止提供此項傳真交易指示服務之權利。如客戶未能遵守貴行有關從事傳真交易指示服務之任何約款規定時，貴行無需任何通知，得立即終止對客戶提供傳真交易指示服務。
10. You reserve the right to discontinue the facsimile services. If Customer breaches any of the rules relevant to the facsimile services, you shall have the right to discontinue the facsimile services immediately without notifying me/us.
- 十一、 客戶於以傳真/電子郵件為交易指示時，應確保其帳戶內有足夠之資金以供執行此指示。如資金不足執行此指示，貴行得無庸取得客戶同意，即不執行此指示，亦無需就未執行此指示所生之後果負責。
11. Upon giving facsimile/e-mail instructions, Customer shall ensure that there are sufficient funds at the deposit account of Customer with you for the transaction and, in case of insufficient funds at the deposit account of Customer, you shall have the option to decline to execute such instruction without obtaining my/our consent, and you shall in no event be responsible for any and all consequences arising therefrom.
- 十二、 客戶應於取款憑條或其他扣款憑證正本上加註「傳真/電子郵件指示扣款」字樣或類似文句後，再行傳真/傳送電子郵件予貴行，以供貴行注意是否重覆扣帳。如客戶於同營業日以相同之傳真/電子郵件文件內容作二次以上之傳真/電子郵件交易時，客戶應於第二次(含)以後之傳真/電子郵件文件指示上特別註明以何者為準，否則貴行有權對相同之傳真文件內容中該第二次(含)以後之指示，不予受理。
12. Customers should be requested to add “facsimile/e-mail instruction to withdraw” or wordings of a similar meaning on the original copy of the withdrawal receipt or other withdrawal vouchers prior to the facsimile/e-mail of the instruction to remind you of repetitive withdrawal. If, on the same business day, Customer sends two or more identical facsimile/e-mail instruction to you, Customer must put a note clearly verify which instruction shall prevail on the second and subsequent instruction, or you are entitled not to accept such second and subsequent instruction containing identical instruction.
- 十三、 凡與客戶之傳真/電子郵件交易指示所為之交易有關之事項，如係因各有關交易當事人(包括客戶、貴行、貴行委託之往來銀行及代理機構)或相關金融資訊服務

中心或電信通訊等業者之傳真線路、電腦或通訊傳輸設施/服務之故障或中斷或其他非可歸責於貴行、往來銀行或代理機構之事由所造成之遺漏、錯誤或遲延，貴行均毋須負任何責任。

13. With respect to any transaction handled in reliance on any facsimile/e-mail instruction, you shall not be liable for any and all omission, errors or delays which arise out of or in connection with the breakdown or interruption of the facsimile/e-mail lines, computer or communication transmission facilities/services among the relevant parties to the transaction, including Customer, you or the corresponding banks or agency institutions engaged by you, or the financial information service center or telecommunication business enterprise or for any cause not attributable to you.

十四、客戶之傳真/電子郵件指示如涉及外匯交易，客戶應依中央銀行規定填妥外匯收支或交易申報書者，該收支或申報書亦應於該交易當日營業時間內送達貴行，始得辦理。

14. In the event that the facsimile/e-mail instruction involves foreign exchange transaction, and that Customer shall fill out the Application Form of Foreign Exchange Transactions pursuant to the relevant regulations of the Central Bank of Republic of China., Customer shall deliver such form to you during the business hours of the day on which the instruction is made.

十五、貴行得於收到客戶取消匯款通知，扣除貴行及往來銀行或代理機構之各項費用後，再退還剩餘匯款予客戶，但以往來銀行或代理機構於收到貴行之取消通知時，同意配合退回匯款金額者為限。

15. Upon receiving the cancellation notice of remittance, you shall first debit any and all expenses incurred to you and its corresponding banks or agents, and then credit the balance to Customer; provided that the said corresponding banks or agents are willing to cooperate in returning the funds upon receipt of the cancellation notice forwarded by you.

十六、貴行得（但無義務）：

16. You may, but are not obliged to:-

- (a) 以貴行完全相信屬於適當之方法，儲存與記錄非正本指示，且貴行之非正本指示記錄，除有明顯錯誤外，應對客戶具有完全之拘束效力，；
- (a) store and record the Non-original Instructions in such method and manner as you absolutely think fit and your record of the Non-original Instructions shall be conclusive and binding on me/us, save for manifest error;
- (b) 隨時指定或規定客戶傳送非正本指示之傳真號碼或電子郵件地址/收件者；以及
- (b) from time to time designate or specify the facsimile number or (as the case may be) the e-mail address/designation at/to which the Non-original Instruction must be sent by me/us; and
- (c) 不論貴行是否已收受，不予受理非以上述 (b) 項規定方式傳送之任何非正本指示。
- (c) disregard any Non-original Instruction not sent in the manner described in paragraph (b) above notwithstanding that it has been received by you.

貴行主管所為貴行並未收到非正本指示之聲明，乃終局之證明，並對客戶具拘束力。

A statement of your officer certifying that a Non-original Instruction has not been received by you shall be conclusive and binding evidence on Customer.

十七、貴行及貴行代理人因依客戶非正本指示所進行或漏未進行之任何相關事項所發生或承受之任何債務、請求、法律行動、訴訟、損害、損失、成本與合理費用，應由客戶負完全補償/賠償之責任。為免疑義，非正本指示包括本人／我方或本人／我方之授權人，以電子郵件或電子郵件附件形式，給予或將給予貴行之指示，無論電子郵件來源為何或傳送之伺服器為何。

17. Customer shall fully indemnify you and your delegate(s) against all liabilities, claims, demands, actions, proceedings, damages, losses, costs and expenses reasonably incurred or suffered by you arising out of or in connection with anything done or omitted to be done pursuant to any Non-original Instruction you receive. For the avoidance of doubt, Non-original Instruction includes instruction given or purported to be given by Customer or Customer's authorized person in the form of or by way of attachment to an e-mail sent to you regardless of the source from or the server through which the e-mail appears to be given.

十八、不論貴行名稱有任何改變或貴行與任何其他法人個體或個人有任何吸收或合併交易，本授權書仍具有效力。本文件所稱「貴行」，包括貴行之繼受人或受讓人。

18. This Authorization shall be enforceable notwithstanding any change in your name or by your absorption or amalgamation with any other entity or person. Any reference to "you" shall include your successors or assigns.

十九、客戶同意，本授權書之準據法為中華民國法律以及主管機關隨時頒佈之規則或命令，並同意任何因本文件相關事項所生或與本文件有關之爭議，以臺灣臺北地方法院為第一審非專屬管轄法院。

19. Customer agrees this Authorization shall be governed by and construed in accordance with the laws of the Republic of China and the rules or orders promulgated from time to time by the competent authorities. Customer agrees any dispute(s) in connection or arising out of the matters governed by this document shall be submitted to the non-exclusive jurisdiction of Taipei District Court.

二十、本授權書以中文及英文作成，如中英文版互有歧異，以英文版為準。

20. This Authorization is made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the English version shall prevail.

客戶名稱 Name of Customer :

立授權人簽名或蓋章 Customer's Signature :

見證人 Witness :

日期 Date(DD/MM/YYYY) : _____

備註 Note:

本文件需檢附董事會決議或以開戶文件所載授權人簽名證明之。立授權人之簽名或蓋章應與官方登記文件之簽章相符。

This document must be supported by board resolutions or by such authorized signer(s) as authorized in the account mandate. The Customer's Signature shall be the same lodged in the official registered document.