

## Are electronic signatures legal in Hong Kong ?

Yes, absolutely.

According to Hong Kong Legislation

Cap. 553 Electronic Transactions Ordinance Part III 6(1)

states that an electronic signature satisfies the legal requirement.

### **6. Electronic signatures, digital signatures, etc.**

(1) Where—

- (a) a rule of law requires the signature of a person (*the first mentioned person*) on a document or provides for certain consequences if the document is not signed by the first mentioned person; and
- (b) neither the first mentioned person nor the person to whom the signature is to be given (*the second mentioned person*) is or is acting on behalf of a government entity,  
**an electronic signature of the first mentioned person satisfies the requirement if—**
- (c) the first mentioned person uses a method to attach the electronic signature to or logically associate the electronic signature with an electronic record for the purpose of identifying himself and indicating his authentication or approval of the information contained in the document in the form of the electronic record;
- (d) having regard to all the relevant circumstances, the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated; and
- (e) the second mentioned person consents to the use of the method by the first mentioned person. (*Replaced 14 of 2004 s. 5*)

and

Cap. 553 Electronic Transactions Ordinance Part V 17(2A)

states that documents attached with electronic signature is legally enforceable.

## **Part V**

### **Electronic Contracts**

(*Format changes—E.R. 3 of 2017*)

#### **17. Formation and validity of electronic contracts**

- (1) For the avoidance of doubt, it is declared that in the context of the formation of contracts, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be in whole or in part expressed by means of electronic records.
- (2) Where an electronic record is used in the formation of a contract, that contract shall not be denied validity or enforceability on the sole ground that an electronic record was used for that purpose.
- (2A) For the avoidance of doubt, it is declared that in the context of the formation of contracts, **if an offer or the acceptance of an offer is in whole or in part expressed by means of an electronic record, an electronic signature attached to or logically associated with the electronic record shall not be denied legal effect on the sole ground that it is an electronic signature.**  
(*Added 14 of 2004 s. 11*)
- (3) For the avoidance of doubt, it is stated that this section does not affect any rule of common law to the effect that the offeror may prescribe the method of communicating acceptance.

Schedule 1 state the excluded matters

## **Schedule 1**

[ss. 3 & 50]

### **Matters Excluded from Application of Sections 5, 5A, 6, 7, 8 and 17 of this Ordinance under Section 3 of this Ordinance**

*(Amended 14 of 2004 s. 26)*

*(Format changes—E.R. 1 of 2013)*

1. The creation, execution, variation, revocation, revival or rectification of a will, codicil or any other testamentary document.
2. The creation, execution, variation or revocation of a trust (other than resulting, implied or constructive trusts).
3. The creation, execution, variation or revocation of a power of attorney.
4. The making, execution or making and execution of any instrument which is required to be stamped or endorsed under the Stamp Duty Ordinance (Cap. 117) other than a contract note to which an agreement under section 5A of that Ordinance relates.
5. Government conditions of grant and Government leases.
6. Any deed, conveyance or other document or instrument in writing, judgments, and *lis pendens* referred to in the Land Registration Ordinance (Cap. 128) by which any parcels of ground tenements or premises in Hong Kong may be affected.
7. Any assignment, mortgage or legal charge within the meaning of the Conveyancing and Property Ordinance (Cap. 219) or any other contract relating to or effecting the disposition of immovable property or an interest in immovable property.
8. A document effecting a floating charge referred to in section 2A of the Land Registration Ordinance (Cap. 128).
9. Oaths and affidavits.
10. Statutory declarations.
11. Judgments (in addition to those referred to in section 6) or orders of court.
12. A warrant issued by a court or a magistrate.
13. Negotiable instruments (but excluding cheques that bear the words “not negotiable”). *(Replaced L.N. 141 of 2014)*

**\*\* This document is not intended to provide legal advice. You should discuss all electronic signatures usage matters with your own legal advisors.**

Information source : <https://www.elegislation.gov.hk>  
Prepared by : HKB2B Limited 10-Sep-2018.