

## 電話/網路/行動銀行約定條款【版本：11212】

立約人茲為電話/網路/行動銀行業務服務之提供及使用，經雙方協議，同意訂定下列條款，俾資遵守。

### 一、銀行資訊

- (一) 銀行名稱：凱基商業銀行
- (二) 申訴及客服專線：02-2232-1296、02-8023-9088、0800-255-777
- (三) 網址：[www.KGIbank.com.tw](http://www.KGIbank.com.tw)
- (四) 地址：台北市松山區敦化北路 135 號 9-11 樓
- (五) 傳真號碼：02-8668-3353
- (六) 銀行電子信箱：[call\\_center@kgibank.com](mailto:call_center@kgibank.com)

### 1. Bank information

- (1) Name of the Bank: KGI Bank
- (2) Complaint and service line: 02-2232-1296、02-8023-9088、0800-255-777
- (3) Website: [www.KGIbank.com.tw](http://www.KGIbank.com.tw)
- (4) Address: No.135,9~11F Dunhua N.Rd., Songshan Dist., Taipei 10502
- (5) Fax.: 02-8668-3353
- (6) E-mail of the Bank: [call\\_center@kgibank.com](mailto:call_center@kgibank.com)

### 二、契約之適用範圍

- (一) 本契約係電話/網路/行動銀行業務服務之一般性共通約定，除個別契約另有約定外，悉依本契約之約定。
- (二) 個別契約不得抵觸本契約，但個別契約對立約人之保護更有利者，從其約定。
- (三) 本契約條款如有疑義時，應為有利於立約人之解釋。

Both parties agree on the following terms and conditions for use and provision of services relating to telephone / internet / mobile banking services.

### 2. Scope

- (1) The Telephone/Internet Banking Terms and Conditions is the general agreement applicable to services relating to telephone / internet / mobile banking services. The Telephone/Internet Banking Terms and Conditions shall govern unless any individual agreement provides otherwise.
- (2) any individual agreement shall not conflict with the Telephone/Internet Banking Terms and Conditions provided that an individual agreement shall prevail if it provides more protection to the Customer.
- (3) In case of any doubt on the provisions of this Agreement, it shall be interpreted in favor of the Customer.

### 三、名詞定義

- (一) 「電話銀行」：指立約人透過電信設備（有線、無線）進行語音或非語音通信來利用貴行電話銀行服務系統。
- (二) 「網路銀行業務」：指立約人端電腦經由網際網路與銀行電腦連線，無須親赴銀行櫃檯，即可直接取得銀行所提供之各項金融服務。
- (三) 「行動銀行業務」：指立約人端透過各種行動通訊設備（如行動電話、個人數位助理器（PDA）、各種智慧型手機（指手機搭載開放式作業系統，可進行資料及軟體程式的輸入、存取及擴充等功能）、或其他新種配有行動通訊模組之設備，利用電信網路之訊號操作，與銀行電腦連線，無需親赴銀行櫃檯，即可直接取得銀行所提供之各項金融服務。
- (四) 「電子文件」：指貴行或立約人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之記錄，而供電子處理之用者。
- (五) 「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
- (六) 「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。
- (七) 「私密金鑰」：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。
- (八) 「公開金鑰」：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。
- (九) 「帳戶」：指貴行或立約人另以書面約定，作為立約人使用電話/網路/行動銀行服務之指定存款帳戶。
- (十) 「SSL (Secure Socket Layer) 安全機制」：資料係以 SSL 通訊協定在網際網路上傳輸，確保訊息之隱密性及訊息之完整性。
- (十一) 「簡訊密碼(One Time Password, OTP) 安全機制」：指立約人每次進行交易或設定時，系統將自動發送一組「一次性且當次有效」之簡訊密碼至立約人已設定之手機門號，由立約人於交易頁面輸入該組簡訊密碼以驗證並確保網路交易之安全性，有關 OTP 之交易機制，以貴行網站所載規定為準。

### 3. Definitions

- (1) "Telephone Banking" refers to the Customer's use of the Bank's telephone banking service system by delivering voice or non-voice messages via telecommunication equipment (cord or wireless).

- (2) "Internet Banking Business" refers to all financial services provided by the Bank over the internet accessible to the Customer's computer so that the Customer needs not present at the Bank's counter in person.
- (3) "Mobile Banking Business" refers to all financial services provided by the Bank over all kinds of mobile communication device (e.g. mobile phone, personal digital assistant (PDA), all kinds of smart phones (referring to the mobile phone with opened operating system, which is able to process data and software program insertion, access and expansion) or other device with mobile communication module, by the operation of the telecommunication signal, being accessible to the Customer's computer so that the Customer needs not present at the Bank's counter in person.
- (4) "Electronic Documents" refer to the texts, sounds, pictures, images, symbols or other information, conveyed through the internet by the Bank or the Customer, in the electronic form or other method which can not be identified by human's aesthesia and are made to express their intention as records for the purpose of electronic process.
- (5) "Digital Signature" refers to an Electronic Document generated by the use of mathematic algorithm or other means to create a certain length of digital data encrypted by the signatory's private key, and capable of being verified by the public key.
- (6) "Certificate" refers to the evidencing information with signature verification in the electronic form for verifying the identity and qualification of the signatory.
- (7) "Private Key" refers to, among the digital data corresponding to each other, the digital data which is kept by the signatory to produce the Digital Signature.
- (8) "Public Key" refers to, among the digital data corresponding to each other, the digital data which is available to public to verify the Digital Signature.
- (9) "Account" refers to the designated account used by the Customer for the phone/internet/mobile banking services as agreed by the Bank and Customer in writing.
- (10) "Secure Socket Layer Safety Mechanism" refers to that the data is transmitted on the internet in accordance with the SSL communication protocol to ensure the confidentiality and completeness of information.
- (11) One-time password"(OTP) refers to that the once-off SMS is sent to the Customer upon each transaction or per customer's request to the mobile phone number on file for authentication and ensure the safety of internet transactions. The OTP service shall be subject to the terms and conditions disclosed on the Banker's website.

#### 四、申請條件

立約人使用電話/網路/行動銀行服務，得以下列方式申請：

- (一) 立約人應親自憑身分證明文件向貴行申請電話/網路/行動銀行服務；如立約人因特殊情況無法親自申請時，得以書面委任或授權第三人申請，惟如因委任或授權第三人而發生任何爭議時，概與貴行無涉。
- (二) 立約人透過前項方式申請電話/網路/行動銀行服務後，**於貴行指定網址辦理設定使用者代號及密碼，始能憑以使用電話/網路/行動銀行之各項服務。**貴行對於憑該密碼使用電話/網路/行動銀行之各項服務或交易，均認定係持有密碼之立約人所為之有效指示。
- (三) 立約人須一併申請網路銀行，方得使用行動銀行交易及帳務功能。
- (四) **立約人不是透過本項第一款方式申請網路/行動銀行服務功能(例如憑晶片金融卡於貴行網路 ATM，或其他線上申請方式)時，僅能使用帳務查詢服務功能，並由立約人於申請時自行設定網路銀行使用者代號及密碼。立約人若需使用其他交易服務功能應至貴行櫃檯申請。**
- (五) 立約人使用簡訊密碼服務(OTP)，可親自憑身分證明文件向貴行辦理或透過貴行同意之自動化設備憑晶片金融卡申請。

#### 4. Application Requirements

The Customer may submit applications to use telephone / internet / mobile banking services in either of the following methods:

- (1) The Customer shall apply for telephone / internet / mobile banking services in person with identification documents. Where the Customer can not apply in person due to special circumstance, he/she may engage with or authorize a third party in writing to apply. Any dispute arising from the engagement or authorization of the third party is not related to the Bank.
- (2) **The Customer can only use any types of telephone / internet / mobile banking services after application for such services according to (1) above and then setting up the user ID and password at the webpage designated by the Bank.**  
The Bank deems the instruction made by using such password to be effective for all types of services or transactions under phone/online/mobile banking as if it were made by the password holder (the Customer).
- (3) The Customer shall concurrently apply for the internet banking so as to use the mobile banking for transaction and account function.
- (4) **If Customer does not apply for internet/mobile banking by the way described in Sub-paragraph 1 of this Paragraph (such as by using IC ATM card on online ATM or other online applications), then the Customer may only use the account inquiry function, and the user ID and password shall be set by the Customer upon the application. The Customer shall apply for other transaction service functions over the Bank's counter.**
- (5) Customers who are interested in using OTP can visit the branch with a valid ID or apply through ATMs approved by the Bank with their debit card.

## 五、立約人連線與責任

- (一) 貴行與立約人有特別約定者，必須為必要之測試後，始得進行網路/行動銀行之連線。
- (二) 立約人對貴行所提供或自行設定之電話銀行密碼或網路/行動銀行使用者代號、密碼(包含但不限於網路/行動銀行密碼、憑證密碼)、憑證、私密金鑰、軟硬體及其它足以辨識身分之工具，應負保管之責，不得出借、轉讓或洩露予第三人，凡輸入正確之電話/網路/行動銀行服務密碼並與貴行網站連線及使用貴行網站服務，則以此身分在貴行網站之一切行為，立約人應負完全責任。上述辨識身分之工具如有被竊、遺失、遭第三人占有或知悉時，應即向貴行辦理註銷(或變更設定)密碼手續。
- (三) 立約人輸入電話銀行密碼連續錯誤達[三]次時，貴行電腦即自動停止立約人使用本服務條款之服務。立約人如擬恢復使用，應持身分證件正本親至貴行櫃檯或持貴行有效晶片金融卡透過貴行同意之自動化設備辦理或透過電話客服申請恢復手續。
- (四) 立約人輸入網路/行動銀行使用者代號或網銀密碼連續錯誤達[三]次時，貴行電腦即自停止立約人使用本服務條款之服務。立約人如擬恢復使用，透過貴行同意之自動化設備或其他經貴行同意之指定網址辦理申請恢復手續，惟若立約人原本不是親自或委任第三人至貴行櫃檯申請網路/行動銀行服務功能(例如憑晶片金融卡於貴行網路 ATM，或其他線上申請方式)者，則須透過原本申請管道及貴行指定網址辦理申請恢復手續。
- (五) 立約人透過約定方式申請簡訊密碼服務(OTP)後，應於每次進行電話/網路/行動銀行之非約定轉帳時，依指示輸入約定手機門號收到之簡訊密碼，若輸入密碼錯誤連續達五次時，貴行將立即暫停立約人使用簡訊密碼交易服務，如須恢復使用者，立約人須親自憑身分證明文件至各分行或憑晶片金融卡至貴行同意之自動化設備辦理解鎖作業。
- (六) 立約人若同時申請網路/行動銀行等服務系統，各系統使用之密碼及使用者代號係屬相同，只要透過其中一項系統進行變更，其餘系統則同時變更。
- (七) 立約人與貴行約定之手機門號如有異動或有手機遺失、毀損者，應親臨各分行或透過貴行同意之自動化設備辦理變更或註銷作業。

## 5. Connection by the Customer and responsibilities

- (1) Where there are special agreements between the Customer and the Bank, the connection with the internet/mobile banking must be made after the Bank's accomplishes all necessary tests
- (2) The Customer should be responsible for keeping the information of mobile banking password or account name and password (including but not limited to the passcode and authentication code for internet /mobile banking) for internet /mobile banking, authentication code, private key, software/hardware and other identification tools. The Customer should not lend, transfer or disclose the information to any third party. The Customer shall be wholly responsible for all actions conducted at the Bank's website where the Customer enters the correct telephone/internet/mobile banking passwords to connect with the website of the Bank and use the service on the website of the Bank. In the event that the above means for identification is smuggled, lost or learned by any third party, the Customer should notify the Bank immediately to cancel the access (or change the setting).
- (3) If the Customer inputs incorrect phone banking password consecutively for [3] times or more, the Bank's system will automatically terminate the service for the Customer. To resume the service, the Customer should apply for resumption over the Bank's counter with ID, or holding a valid ATM card to process the application via automatic services approved by the Bank or through the customer service line.
- (4) If the Customer fails to input the correct account number and passcode consecutively for 3 times or more for online/mobile banking, the Bank's server would automatically cease to provide service. To resume the service, the Customer must apply for resumption via automatic services approved by the Bank or through the website designated by the Bank. However, if the Customer originally did not apply for these automatic services over-the-counter (either in person or delegate another person), e.g., applying through the online ATM by the ATM card or by other online methods, then the Customer shall apply for resumption via the original method or visit the designated website of the Bank to apply for resumption
- (5) Customers should key in the password received from the Bank every time they initiate online transfer through telephone / internet / mobile banking after applying for OTP service. In the event that the customer wrongly inputs the password for 5 consecutive times, the Bank will immediately discontinue the service. To re-activate the service, the customer is required to unlock OTP by paying a visit to the branch with ID or ATM card with automatic service.
- (6) If the Customer applies for the internet banking and mobile banking services simultaneously, the passwords and username for all systems are the same. If the passwords for any particular system are changed, those for other systems will be changed simultaneously.
- (7) In the event that the Customer changes phone number or loses/damages the mobile phone, the Customer should make necessary changes or cancel the number on file by visiting the branches or via automatic services approved by the Bank.

## 六、網頁之確認

- (一) 立約人使用網路銀行前，請事先確認網路銀行正確之網址，才使用網路銀行服務。
- (二) 立約人使用行動銀行前，應先確認行動銀行正確之 APP(應用程式)或網址下載/安裝/存取方式，方可使用行動銀行服務。
- (三) 立約人如有疑問，請撥打本行客服電話詢問。

- (四) 貴行應以一般民眾得認知之方式，告知立約人網路/行動銀行應用環境之風險。
- (五) 貴行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免立約人之權益受損。

#### 6. Confirmation of webpage

- (1) The Customer shall confirm the accurate website to log on internet banking before using such services.
- (2) The Customer shall confirm the accurate APP (application program) or the web address for download / installment / access and the method thereof to log on mobile banking before using such services.
- (3) Please call the service line of the Bank if the Customer has any inquiry.  
The Bank shall inform the Customer of the risks of the application environment of the internet banking by the way to be understood by the public.
- (4) The Bank shall inform the Customer of the risks of the application environment of the internet/mobile banking in a way to be understood by the public.
- (5) The Bank shall perform its duties as a good administrator and maintain the accuracy and security of the website and pay attention to any forged webpage from time to time so as to avoid damaging the interests of the Customers.

#### 七、服務項目

- (一) 貴行電話/網路/行動銀行提供之服務項目，如於網路/行動銀行網站呈現相關訊息者，應確保該訊息之正確性，其對立約人所負之義務不得低於網站之內容。前項服務項目，以貴行電話/網路/行動銀行所提供之服務項目為準。
- (二) 立約人同意貴行於增加電話/網路/行動銀行服務系統之服務項目時，除貴行另有規定者外，立約人自動享有該新增服務項目之使用權，無需與貴行另行約定，立約人願遵照貴行之規定使用新增電話/網路/行動銀行服務項目。
- (三) 若因主管機關或貴行認定須減少或異動服務使用項目，悉依貴行當時之活動或公告規範辦理，並得直接揭露於貴行網站，無須另行通知立約人，亦無須另行書面約定。

#### 7. Service items

- (1) With respect to the service items of telephone / internet / mobile banking, where the relevant messages are appeared on the website of the internet/mobile banking, the Bank shall ascertain the accuracy of such messages and the obligations owed to the Consumers shall not be less than the contents on the website. The above service items shall be subject to the service items provided by the telephone/internet/mobile banking business of the Bank.
- (2) The Customer agrees that when the Bank adds service items under the phone/internet/mobile banking, unless as otherwise provided by the Bank, the Customer is automatically entitled to use these newly added service items with no need to enter into another agreement with the Bank. The Customer shall comply with the Bank's rules on phone/internet/mobile banking.
- (3) In the event that the regulator or the Bank deems that any of the services need to be reduced or changed, it shall be handled pursuant to the Bank's rules of activity/announcement at the time, and such information may be disclosed on the Bank's website directly. The Bank does not need to notify, nor to enter into a written agreement with the Customer separately.

#### 八、連線所使用之電信設備及網路

貴行及立約人同意使用電信設備或網路進行電子文件傳送及接收。貴行及立約人應分別就各項權利義務關係與各提供電信、網路業者簽訂服務契約，並各自負擔電信、網路使用之費用。

#### 8. The telecommunication equipment and internet for connection

The Bank and the Customer agree to use telecommunication equipment or agreed internet for transmission and receipt of Electronic Documents. The Bank and the Customer shall enter into agreements with telecommunication or internet service providers for various rights and obligations and are liable for fees to use telecommunication and internet respectively.

#### 九、SSL (Secure Socket Layer) 安全機制

立約人同意於使用本契約之部份服務項目時，為求簡便及迅速，得不使用數位簽章確認身分，而以網路/行動銀行服務密碼確認身分後，並藉由 SSL 安全機制(金鑰長度至少 128 位元之對稱性加解密系統)傳送電子文件，事後立約人不得因未使用憑證，而主張或抗辯該電子文件之不完整、錯誤、有瑕疵、無效或不成立；使用 SSL 之加解密安全機制以貴行所訂之服務項目為依據。立約人使用此安全機制時，轉入帳號須事先以書面與貴行約定。有關 SSL 之交易機制，以主管機關所訂之規範為依據。

#### 9. Secure Socket Layer Safety Mechanism

The Customer agrees that when the Customer uses a part of service items hereunder, after confirming the identification by internet / mobile banking service password, the Secure Socket Layer Safety Mechanism (symmetric encryption with 128-bit key or above) will be used to convey the Electronic Documents without applying the Digital Signature for identity check for convenience and efficiency. The Customer thereafter cannot claim or argue the incompleteness, inaccuracy, flaws, invalidity or non-existence of such Electronic Documents due to not using the Certificate. Encryption and decryption under the Secure Socket Layer Safety Mechanism are subject to the service items prescribed by the Bank. When the Customer uses Secure Socket Layer Safety Mechanism, the account number to which any funds are transferred must be agreed in writing by the Bank beforehand. In terms of the transaction mechanisms under the Secure Socket Layer, the standards prescribed by the competent authority shall apply.

#### 十、電子文件之接收與回應

- (一) 立約人以身分證字號、使用者代碼及密碼驗證身分後所傳輸之電子文件，即視為立約人本人所傳送。貴行接收含數位簽章或經貴行及立約人同意用以辨識身分之電子文件後，除查詢

之事項外，貴行應提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以貴行電子文件或交易結果網頁或電子郵件或行動銀行推播通知方式通知立約人。

- (二) 貴行或立約人接收來自對方任何電子文件，若無法辨識其身份或內容時，視為自始未傳送。但貴行可確定立約人身份時，應立即將內容無法辨識之事實，以貴行電子文件或交易結果網頁方式通知立約人。

#### 10. Receipt of and response to the Electronic Documents

- (1) The Electronic Documents are deemed to be transmitted by the Customer in person if the Customer transmits the identification number, user code and password to confirm his/her identification. After receiving the Electronic Documents with the Digital Signature or the Electronic Messages agreed by the Bank and the Customer for identity check, in addition to the inquired items, the Bank shall provide the webpage with material information of the Electronic Documents for such transaction to the Customer for re-verification, and then the Bank shall verify and process immediately and notify the Customers of the outcome thereof by Electronic Document, webpage of such transaction results, email or SMS under mobile banking.
- (2) When the Bank or the Customer receives any Electronic Documents from the other party but the identity or the contents thereof cannot be identified, it shall be deemed that such Electronic Messages were not transmitted. However, if the Bank could confirm the identity of the Customer, the Bank should immediately inform the Customer, by Electronic Document or webpage of such transaction result, of the fact that the content of the message was unidentifiable.

#### 十一、新臺幣轉帳作業

- (一) 立約人使用電話/網路/行動銀行之轉帳服務須事先以書面或透過自動化設備、網路或其他經貴行同意之方式提出申請約定轉出帳號(不含支票存款帳戶)，使用『約定帳戶』轉帳者，轉入帳戶需以書面申請(使用線上約定轉入帳號功能服務須先至臨櫃申請開通)，惟立約人同意以本人在貴行開立同戶名之新臺幣存款帳戶(包含活期性存款及支票存款帳戶)作為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明；至於立約人使用簡訊密碼服務(OTP)之非約定轉帳功能，轉入帳號無須事先約定；轉出帳號則亦可透過貴行同意之自動化設備憑晶片金融卡設定之。
- (二) 電話/網路/行動銀行業務之約定轉出帳號均共用相同之約定轉入帳號，立約人同意已約定或嗣後申請或終止之網路銀行各類轉帳交易機制或電話銀行轉帳服務，均對應相同之約定轉入帳號。約定轉出帳戶或轉入帳戶如為立約人於貴行所設同戶名之任一帳號，於申請後即可生效使用。但有下列情形時，其生效日如下列示：

申請通路 Application Channel	約定帳號 Specified account	生效日 Effective date
分行臨櫃 Over the counter of the Branch	貴行之立約人本人同戶名新臺幣異常帳號(係指警示帳戶、衍生管制帳戶或疑似異常帳戶) Abnormal NTD account (i.e., Watch-listed Account, Derivative Watch-listed Account or suspicious abnormal account) of the Customer with the Bank	次日 In two days
	貴行之第三人新臺幣帳號 NTD account of a third party with the Bank	
	他行之新臺幣帳號 NTD account with other banks	
自動化通路 Automatic service	他行本人新臺幣帳號 NTD account of the Customer with other banks	次日 The following day
*上述警示帳戶、衍生管制帳戶或疑似異常帳戶，縱經設定為約定轉入帳戶，在尚未解除警示或管制效力以前，仍無法透過自動化設備執行轉出及轉入交易功能。 * No inward and outward account transfer functions can be executed through automatic services for the aforementioned Watch-listed Account, Derivative Watch listed Account or suspicious abnormal account before such accounts are removed from the watch or control list even if it is specified as the inward transfer account.		

- (三) 立約人執行電話/網路/行動銀行轉帳交易，其支出係按無摺登錄方式辦理，與憑存摺填具取款憑條或憑票據加蓋原留印鑑之取款具有同等效力。
- (四) 立約人使用本服務系統轉帳時，應自行填寫指定轉入帳號及戶名供貴行登錄；並自行確認登錄帳號、戶名無誤。
- (五) 立約人申請本項服務之約定轉帳作業其金額限制依貴行規定限額(繳付各項稅費併ATM繳稅交易，每筆轉帳最高限額為200萬元；每日轉帳最高限額為300萬元)，如有

另其約定者，依其約定；若申請簡訊密碼服務(OTP)之非約定轉帳作業，其單筆最高限額為新臺幣伍萬元整、每日累計最高限額為新臺幣壹拾萬元整、每月累計最高限額為新臺幣貳拾萬元整。另本系統之各項服務項目、時間、金額限制、作業流程及手續費用計收標準等，概由貴行訂定，及得視實際需要調整，並於貴行網站及營業場所公告，且得輔以於營業場所置放業務簡介供查閱。

- (六) 立約人使用電話/網路/行動銀行之轉帳服務而轉入立約人在貴行開立同戶名之新臺幣存款帳戶(包含活期性存款及支票存款帳戶)時，其交易金額無限制。
- (七) 立約人使用本服務系統轉帳時，倘因指定帳戶登錄有誤，或因電腦故障或其他不明原因致無法轉入指定帳戶時，同意該筆款項由貴行逕行轉入原轉出之帳戶。另立約人於接獲通知匯款資料有誤時，應儘速至貴行辦理變更約定。
- (八) 立約人利用本服務系統轉帳後，由貴行定期發送對帳單供核對；又立約人因使用此項服務，致帳戶結存餘額與貴行記載數額或電腦主檔之結存餘額不符時，以貴行記載數額或電腦主檔之結存餘額為準。但經立約人核對貴行提出之交易記錄，其不符部分，經貴行查證，確為貴行記載數額或結存餘額有錯誤時，貴行應更正之。

#### 11. NTD fund transfer

- (1) For the Customer to use the phone/internet/mobile banking, he/she/it shall make an application in writing or through automated equipment, the Internet, or other means agreed by the Bank in advance on the outward-transfer accounts (excluding the check deposit account). Those who use a designated account shall make written application for the "inward transfer" account (the online inward transfer account function shall be applied for in advance over the counter). The Customer agrees to use the same NTD deposit account opened in the same name with the Bank (including demand account and check deposit account) as the "inward transfer" account, the Customer agrees to use the Account Opening Application, Application for Business (Change services) or this service agreement as the written proof of designation. However, the Customer does not need to set up a "inward Transfer" account number for OTP service. The Customer can also set up "Outward Transfer" account via the automatic services approved by the Bank.
- (2) The outward-transfer accounts for the phone / internet / mobile banking business will all share the same inward transfer accounts. The Customer agrees that all types of fund transfer transaction mechanism for internet banking or fund transfer services for phone banking as agreed or subsequently applied for or terminated will correspond to the same inward transfer accounts. If the outward-transfer account or the inward transfer account is any account with the same account name opened by the Customer with the Bank, it will become effective upon application, provided that the effective date shall be as follows under the below circumstances:
- (3) When the Customer executes funds transfer via telephone/internet/mobile banking, all withdrawals will be recorded without bank book. Such withdrawals are however deemed as withdrawals made with withdrawal slips and bank book or withdrawals made with instruments bearing the specimen seal.
- (4) When transferring funds via this service system, the Customer shall fill out the account number to which the funds will be transferred and account name for the Bank to register. It is the Customer's sole responsibility to ensure the accuracy of such account number and account name.
- (5) The amount limit for the designated account fund transfer service as applied for by the Customer shall comply with the Bank's fund transfer limitation (no more than NTD2,000,000 for each fund transfer, and no more than NTD3,000,000 in one day in terms of all kinds of tax payment plus tax payment via ATMs) unless otherwise agreed by both parties. OTP-enabled transaction is limited to NTD 50,000 for each non-designated account fund transfer transaction and the accumulated amount shall neither exceed NTD 100,000 per day, nor exceed NTD200,000 per month. Each service item, time, amount restriction, operation procedures and administration fee sEach service item, time, amount restriction, operation procedures and administration fee schedules of this system are subject to the Bank and the Bank may make adjustments when it deems necessary. The adjustments shall be published at the business premises and website of the Bank and the Bank may place business introduction at premises for review.
- (6) There is no limit on transaction amount when the Customer uses the account transfer services under the phone/internet/mobile banking to transfer into the NTD account opened in the same name with the Bank (including demand deposit and check deposit account).
- (7) When transferring funds via this service system, the Customer agrees that the Bank may transfer the funds into the account from which such funds are transferred if the funds cannot be remitted into the designated account due to inaccurate designated account, malfunction of computers or other unknown causes. The Customer shall make necessary changes at the Bank as soon as possible upon the Customer's receipt of notification of inaccurate remittance information.
- (8) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.

#### 十二、外匯轉帳/匯款作業

- (一) 立約人使用電話網路/行動銀行之轉帳/匯款服務，須事先以書面約定轉出入帳號(轉入帳號限本行帳戶)，國際金融業務分行帳戶及他行帳戶應申請網銀國外匯款服務。惟立約人同意以本人在貴行開立同戶名之外匯存款帳戶作為約定轉入帳戶，並以開戶申請書、往來業務項目申請(變更)書或以此服務條款為約定之書面證明。
- (二) 電話/網路/行動銀行業務之約定轉出帳號均共用相同之約定轉入帳號，立約人同意已約定或嗣後申請或終止之網路銀行各類轉帳交易機制或電話銀行轉帳服務，均對應相同之

**約定轉入帳號。約定轉出帳戶或轉入帳戶如為立約人於貴行所設同戶名之任一帳號，於申請後即可生效使用。但有下列情形時，其生效日如下列示：**

<b>申請通路 Application Channel</b>	<b>約定帳號 Specified account</b>	<b>生效日 Effective date</b>
<b>分行臨櫃 Over the counter of the Branch</b>	<b>貴行之立約人本人同戶名外幣異常帳號(係指警示帳戶、衍生管制帳戶或疑似異常帳戶) Abnormal foreign currency account (i.e., Watch-listed Account, Derivative Watch-listed Account or suspicious abnormal account) of the Customer with the Bank</b>	<b>次日 In two days</b>
	<b>貴行之第三人外幣帳號 Foreign currency account of a third party with the Bank</b>	
	<b>他行之外幣帳號 Foreign currency account with other banks</b>	
<p><b>*上述警示帳戶、衍生管制帳戶或疑似異常帳戶，縱經設定為約定轉入帳戶，在尚未解除警示或管制效力以前，仍無法透過自動化設備執行轉出及轉入交易功能。</b></p> <p><b>* No inward and outward account transfer functions can be executed through automatic services for the aforementioned Watch-listed Account, Derivative Watch listed Account or suspicious abnormal account before such accounts are removed from the watch or control list even if it is specified as the inward transfer account.</b></p>		

- (三) **立約人執行電話/網路/行動銀行轉帳/匯款交易，其支出係按無摺登錄方式辦理，與憑存摺填具取款條加蓋原留印鑑具有同等效力**
- (四) **立約人使用電話/網路/行動銀行轉帳/匯款時，應自行填寫指定之轉出及轉入帳號供貴行登錄；並自行確認登錄帳號無誤。**
- (五) 外幣活期存款與新臺幣活期性存款/新臺幣活期儲蓄存款互轉，限轉入立約人本人帳戶，每人每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)及臨櫃交易之結匯金額(結購、結售分開計算)不得逾等值新臺幣伍拾萬元(不含)。如逾限額，則需親赴貴行臨櫃辦理。
- (六) 外匯活期存款不同幣別間之轉帳，限轉入立約人本人帳戶。每人每筆兌換金額不得逾等值新臺幣參佰萬元(不含)，每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)之總兌換金額不得逾等值新臺幣玖佰萬元(不含)。前項金額限制貴行得視情況調整之，不另行通知。
- (七) 外匯活期存款同戶名間之相同幣別外幣轉帳時，其交易金額無限制；不同戶名間僅能辦理相同幣別外幣轉帳，每筆及每日合併累計貴行電話/網路/行動銀行之總轉帳金額不得逾等值新臺幣伍仟萬元(不含)。
- (八) 涉及新臺幣兌換之外幣匯款交易，每人每日合併累計貴行各項自動化交易(含電話/網路/行動銀行)及臨櫃交易之結匯金額(結購、結售分開計算)不得逾等值新臺幣伍拾萬元(不含)。涉及外幣與外幣兌換之外幣匯款交易，每筆匯款金額不得逾等值新臺幣參佰萬元(不含)，每人每日合併貴行各項自動化交易(含電話/網路/行動銀行)之總兌換金額不得逾等值新臺幣玖佰萬元(不含)。未涉及兌換之交易(原幣匯出)，每帳戶每日合併累計貴行網路/行動銀行總匯款金額不得逾等值新臺幣參佰萬元(不含)。
- (九) 立約人執行本條第(五)項至第(八)項交易時，每筆交易之最低限額為等值新臺幣壹仟元整。
- (十) 立約人利用電話/網路/行動銀行辦理外匯業務，自當確保臺幣扣款帳戶或外幣帳戶該扣款幣別之存款餘額足夠，若發生存款餘額不足扣款不成功而無法順利執行外匯作業時，其後果由立約人自行負責。立約人辦理外幣匯出匯款服務時，同意貴行逕自立約人扣款帳戶扣取匯款手續費及郵電費。
- (十一) 本系統之各項服務項目、時間、金額限制、作業流程及手續費用計收標準等，概由貴行訂定，及得視實際需要調整，並於貴行網站及營業場所公告，且得輔以於營業場所置放業務簡介供查閱。
- (十二) 立約人同意，電話/網路/行動銀行辦理不同幣別間轉帳交易或匯款交易，適用匯率依轉帳發生當時貴行即期掛牌買/賣匯率為準，但遇外匯市場波動劇烈時，貴行得暫停受理。
- (十三) 網路/行動銀行外匯交易幣別為貴行掛牌且電話/網路/行動銀行可交易之各類外幣。
- (十四) 立約人利用電話/網路/行動銀行辦理外匯轉帳交易，應遵照中央銀行公布之「外匯收支或交易申報辦法」辦理。
- (十五) 貴行有權逕依有關外匯法令之規定，據實代立約人為結匯申報，立約人應悉數承認，絕不得異議。如獲悉立約人已超出其得使用之外匯額度時或依法不得辦理時，貴行有權拒絕受理。
- (十六) 立約人使用本服務系統轉帳時，倘因指定帳戶登錄有誤，或因電腦故障或其他不明原因致無法轉入指定帳戶時，同意該筆款項由貴行逕行轉入原轉出之帳戶。
- (十七) 立約人授權貴行或貴行之通匯行，得以認為合適之任何方法或方式匯出款項，並得以

任何國外通匯銀行為解款銀行或轉匯銀行。如因國外解款銀行或轉匯銀行所致誤失，不可歸責於貴行時，貴行不負責任。貴行如配合立約人之請求協助辦理追蹤、查詢等事宜時，其所衍生之郵電費及國外銀行收取之費用，概由立約人負擔，貴行並得要求立約人付款後再行辦理，倘預付金額不足以支付後續相關費用時，貴行有權在不先行通知或徵求立約人同意下，逕自於立約人帳戶扣繳，立約人絕無異議。

- (十八) 立約人同意，倘匯款電文發送時，因電訊設備、線路等故障或其他非貴行所能控制之原因，致令匯款延遲送達或款項不能送達時，貴行應協助辦理轉匯、退匯或重新辦理匯款，其所需之郵電及國外銀行收取之費用，均由立約人負擔。但若有可歸責於貴行之事由，則不在此限。
- (十九) 立約人同意，貴行選定之國外解款行，得以原幣或當日買價匯率兌換成當地貨幣或其他外幣，付款予收款人，或逕存入收款人之帳戶，立約人絕無異議。
- (二十) 立約人同意匯出匯款於國外銀行解款或轉匯時，其依當地銀行慣例由解款銀行或轉匯行自匯款金額內扣取之費用，概由收款人負責負擔，立約人絕無異議。惟立約人欲負擔轉匯行扣取之費用者，應另依貴行收費標準先行計付此項費用。
- (二十一) 立約人同意本匯款作業，如經國外通匯銀行以收款人被列為恐怖組織或其所屬國被列為禁匯國家等事由，將款項予以扣押者，相關風險應由立約人自行承擔。
- (二十二) 立約人利用本服務系統轉帳/匯款後，由貴行定期發送對帳單供核對；又立約人因使用此項服務，致帳戶結存餘額與貴行記載數額或電腦主檔之結存餘額不符時，以貴行記載數額或電腦主檔之結存餘額為準。但經立約人核對貴行提出之交易記錄，其不符部分，經貴行查證，確為貴行記載數額或結存餘額有錯誤時，貴行應更正之。

## 12. FX Transfer/remittance

- (1) The Customer shall set up "inward transfer" and "outward transfer" accounts in writing prior to using phone/internet/mobile banking for account transfer/remittance service. (The "inward transfer" account must be an account opened with the Bank.) Overseas remittance services shall be applied for international financial business branch accounts and other bank accounts through online banking. The Customer agrees that the foreign currency deposit account under the same name opened by the Customer with the Bank shall be the inward transfer account while using the Account Opening application form for business (change services) or this service agreement as the written proof of designation.
- (2) The outward-transfer accounts for the phone / internet / mobile banking business will all share the same inward transfer accounts. The Customer agrees that all types of fund transfer transaction mechanism for internet banking or fund transfer services for phone banking as agreed or subsequently applied for or terminated will correspond to the same inward transfer accounts. If the outward-transfer account or the inward transfer account is any account with the same account name opened by the Customer with the Bank, it will become effective upon application, provided that the effective date shall be as follows under the below circumstances:
- (3) When the Customer executes fund transfer/remittance via phone/internet / mobile banking, all withdrawals will be recorded without bank book. Such withdrawals are however deemed as withdrawals made with withdrawal slips and bank book bearing the specimen (the same as that kept by the Bank).
- (4) When transferring/remitting funds via phone/internet / mobile banking, the Customer shall fill out the account number to (and from) which the funds will be transferred for the Bank to register. It is the Customer's sole responsibility to ensure the accuracy of such account number.
- (5) Any conversion/scheduled fund transfer between foreign currency demand deposit account and NTD demand deposit account/NTD demand saving deposit account must be deposited into the Customer's own accounts. Such transaction, plus all transactions executed via automatic machines(including telephone/internet/mobile banking) and settlements of exchange transactions executed at counters (the amount of Foreign Exchange Purchased or Sold calculated separately), shall not exceed NTD 500,000 (exclusive) or its equivalent per day. The transfer should be made in person by the Customer over the counter if the amount exceeds such limit.
- (6) Any transfer in different currencies between foreign currency demand deposit accounts must be deposited into the Customer's own accounts. Such transaction (no more than NTD 3,000,000 for each conversion), plus all transactions executed via automatic machines of the Bank (including telephone/internet/mobile banking), shall not exceed NTD 9,000,000 (excluding NTD 9,000,000) or its equivalent per day. The Bank may, without any notice, make adjustments to the above ceiling when it deems necessary.
- (7) There is no limit on transaction amount when transferring between the same currency FX demand accounts with the same account names. However, only the same currency FX transfer can be made between different account names, and the cap limit for each account transfer transaction on a daily basis for phone/internet/mobile banking aggregately is NTD 50 million (exclusive).
- (8) There is an aggregated cap limit of NTD 500,000 (exclusive) or its equivalence for each Customer on a daily basis for FX remittance involving NTD conversion of all the Bank's automatic transactions (including phone/internet/mobile) and over-the-counter services (where the settlement for purchase is separated from the settlement for sale). There is a cap limit of NTD 3 million (exclusive) or its equivalence for FX remittance involving foreign currency conversion between different foreign currencies. The aggregated cap limit for each Customer on a daily basis for total conversion amounts of all the Bank's automatic



transactions (including phone/internet/mobile) shall not exceed NTD 9 million (exclusive) or its equivalence. For transactions not involving currency conversion (remitted out in original currency), the aggregated cap limit for the total remittance amount in each account of the Bank's internet/mobile banking on daily basis shall not exceed NTD 3 million (exclusive) or its equivalence.

- (9) The minimum amount for each fund transfer stipulated from Item (5) to Item (8) of this document made by the Customer is NTD 1,000 or its equivalent.
- (10) When executing any foreign exchange transaction via telephone/internet /mobile banking, the Customer shall make sure that the deposit balance in the NTD account from which a sum will be withdrawn or the deposit balance in such foreign currency in which the withdrawal will be made is sufficient. It shall be deemed as the sole responsibility of the Customer if foreign exchange transactions fails to be executed due to insufficient deposit balance and unsuccessful deduction. The Customer agrees that the Bank may deduct a remittance fee and telecommunication fee from any or a designated account of the Customer when the Customer executes outward remittance in foreign currency.
- (11) The Customer agrees that when using the telephone/internet/mobile banking to execute fund transfer/scheduled fund transfer between different currencies, the applicable exchange rate is the spot rate for sale/purchase posted by the Bank when such fund transfer takes place. The Bank may refuse to execute fund transfer if the foreign currency market fluctuates dramatically.
- (12) The Customer agrees that when using the telephone/internet/mobile banking to execute a fund transfer or remittance between different currencies, the applicable exchange rate is the spot rate for sale/purchase posted by the Bank when such fund transfer takes place. The Bank may refuse to execute fund transfer if the foreign currency market fluctuates dramatically.
- (13)The foreign currencies that can be transacted via internet/mobile banking are those published by the Bank and can be transacted via telephone/internet /mobile banking.
- (14) When the Customer executes any foreign currency fund transfer via telephone/internet/mobile banking, the "Regulations Governing the Declaration of Foreign Currency Receipts and Disbursements or Transactions" promulgated by the Central Bank of the ROC (Taiwan) must be complied with.
- (15) The Bank has the right to make foreign currency exchange report based on facts for and on behalf of the Customer in accordance with the foreign currency regulations. The Customer shall acknowledge all reports so made by the Bank without raising any objections. The Bank is entitled to refuse to execute any foreign currency transactions if it is aware that the Customer does not have any foreign currency quota left or such transactions cannot be legally executed.
- (16) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.
- (17) The Customer authorizes the Bank or the Bank's correspondent bank to transfer the amount with any appropriate method, and may use any foreign correspondent bank as the beneficiary bank or transfer bank. In the case an error is made by the foreign beneficiary bank or transfer bank unattributable to the Bank, the Bank shall not be responsible. If the Bank helps the Customer to track and make inquiries of such error, all the telecommunication fee and fees charged by foreign banks shall be borne by the Customer. The Bank may also request the Customer to make full payment before processing such request, or if the pre-paid amount is insufficient, deduct the fee from the Customer's account without notifying the Customer or obtaining the Customer's consent in advance, and the Customer shall not object to it.
- (18) The Customer agrees to bear any telecommunication cost or fees charged by foreign banks, and the Bank shall assist in the transfer, refund, or re-remittance process in the event of malfunctions of telecommunication device, wires uncontrollable by the Bank upon sending the remittance telegram that leads to delay or undeliverable of the electronic instruction of remittance, unless the Bank is attributable for any reason.
- (19) The Customer agrees that the foreign beneficiary bank may convert the currency for local currency or other foreign currency to pay the recipient or deposit to the recipient's accounts based on the exchange rate of the original currency or the daily purchase price on that day. The Customer shall not object to it.
- (20) The Customer agrees that upon outward account transfer, the foreign beneficiary bank or transfer bank is entitled to deduct any fee directly from the remittance amount based on local banking customs. The Customer shall not object. If the Customer would like to bear the fees to be charged by the foreign transfer bank, the Customer shall pre-pay the fees based on the charging standards of the Bank.
- (21) The Customer agrees that the fund to be transferred may be seized if the foreign beneficiary bank deems that the recipient of the fund to be a terrorist organization or located in a country on the sanction list. The Customer should bear the related risks.
- (22) The Bank shall periodically issue bank statements to the Customer for verification after the Customer transfers/remits the funds via this service system. If the account balance is different from the balance recorded by the Bank or the balance recorded in the Bank's computer due to the Customer's use of this service, the Bank's records shall prevail and govern. However, after the Customer checks the transaction records provided by the Bank and spots any inconsistency, the Bank is obligated to make correction if the Bank confirms that the balance amount recorded by the Bank is inaccurate.

### 十三、電子文件之不執行

如有下列情形之一者，貴行得不執行任何接收之電子文件：

(一)有具體理由懷疑電子文件之真實性或所指定事項之正確性者；

(二) 貴行依據電子文件處理，將違反相關法令之規定者；或

(三) 貴行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以貴行電子文件或交易結果網頁方式通知立約人，立約人受通知後得以電話或書面向銀行確認。但因行動通訊電信業者傳輸訊號品質不良所造成之電子訊號不執行，不在貴行負責範圍內，惟立約人得以電話或其他與貴行約定方式查詢，貴行應儘力協助。

#### 13. Non-execution of Electronic Documents

If there is any of the following circumstance, the Bank may select not to execute any of the Electronic Documents received:

- (1) There is concrete reason to doubt the truth of the Electronic Documents or the correctness of the designated matter;
- (2) The Bank will violate relevant laws and regulations if it processes according to the Electronic Documents; or
- (3) If due to the reason attributable to the Customer the Bank cannot deduct the fees payable by the Customer from the account

If the Bank does not execute the aforementioned Electronic Documents, it shall notify the Customer the reason for the non-execution and the circumstance by Electronic Document or webpage of such transaction results, After the notice the Customer may confirm with the Bank by phone or in writing. The Bank will not be responsible for none-execution of the Electronic Message due to the bad transmission quality of the mobile telecommunication operators, provided that the Customer may inquire by telephone or other agreed methods with the Bank and the Bank will use best efforts to assist.

#### 十四、電子文件交換作業時限

(一) 電子文件係由銀行電腦自動處理，立約人發出電子文件，經立約人依第十條第一項貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在銀行規定之期限內，得撤回、修改。

(二) 若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾銀行營業時間時(轉帳作業之營業時間週一至週五下午三時三十分後，共同基金作業中國內、外基金交易作業週一至週五下午三時後之交易)，貴行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他約定方式處理。貴行因特殊因素(如例行維修等)無法提供服務時，得於貴行網站上明顯處公告之。

#### 14. Timeframe for Electronic Documents exchange operation

(1) The Electronic Documents are processed by the computer of the Bank automatically. After the Customer sends the Electronic Documents to the Bank and the Customer verifies the accuracy of the content via the re-verification mechanism provided by the Bank in accordance with paragraph 1 of Article 10, it cannot be withdrawn, provided that the scheduled transaction not yet due may be withdrawn or modified within the timeframe prescribed by the Bank.

(2) After the Electronic Documents are sent to the Bank by internet, if the business time of the Bank has expired (for the fund transfer operation, after 3:30 pm, Monday to Friday; for the mutual fund operations of the domestic/offshore fund transactions, after 3:00 pm, Monday to Friday) during the computer of the Bank automatically processes it, the Bank shall notify the Customer by Electronic Documents. Such transaction shall be processed on the next business day or by other agreed ways. In the event that the Bank cannot provide service for any reason (such as regular maintenance drill), the Bank should promulgate on the company website at an area that is noticeable.

#### 十五、費用

(一) 立約人自使用本契約服務之日起，願依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自立約人之帳戶自動扣繳；如未記載者，貴行不得收取。

(二) 前項收費標準於訂約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並於營業場所公告使立約人得知（以下稱通知）調整之內容。

(三) 第二項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用網路銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行契約相關服務。

(四) 前項貴行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

(五) 本條之費用係指立約人因使用貴行網路銀行服務而須額外支付予貴行之費用，且不包括貴行依各產品原與立約人約定應收取之相關費用。

#### 15. Fee

(1) The Customer agrees to pay service fees, processing fees and remittance fees according to the agreed fee schedule starting from the date of using the services under this Contract, and authorize the Bank to deduct such fees automatically from the Customer's account. However the Bank may not charge fees for services not stated in the agreed fee schedule.

(2) If the charging standard aforementioned is adjusted after execution of the Agreement, the Bank shall announce the content obviously on its Bank's website and business premises of the Bank to notify the Customer of the adjusted contents ("notification").

(3) If the adjustment in the paragraph 2 is to raise the fee, the Bank shall provide an option on the website for the Customer to express whether to agree with the same or not. If the Customer does not express to agree before the effective date of the adjustment, the Bank will discontinue providing parts or the entire internet banking service to the Customer. If the Customer agrees with the fee adjustment after the effective date

**of the adjustment, the Bank shall revive the relevant services under the internet banking agreement.**

- (4) The announcement and the notification in the preceding paragraph shall be made at least sixty days prior to the effective adjustment date and the effective adjustment date shall not be earlier than the first day of the next year after the announcement and notification.
- (5) The fees mentioned this Article refer to any extra cost that the Customer would like to incur as a result of surfing the Bank's internet, and exclude any fee related to products as committed by the Customer with the Bank.

#### 十六、立約人軟硬體安裝與風險

- (一) 立約人申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體或各種行動通訊設備，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。
- (二) 第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意立約人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。貴行並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。
- (三) 立約人如因電腦操作需要而安裝其他軟硬體，有與貴行所提供之軟硬體設備併用之必要者，應遵守貴行所提供安裝之相關資料，並自行負擔其費用及風險。
- (四) 立約人於契約終止時，如貴行要求返還前項之相關設備，應以契約特別約定者為限。

#### 16. Installment of software and hardware by Customer and the risk

- (1) For the Customer to apply for use of the service under the Agreement, it shall install the necessary computer software, hardware or various mobile communication device and other security related equipment. The necessary fee and risk for the installment shall be borne by the Customer itself.
- (2) If the hardware and software equipment referred in paragraph 1 and the relevant documents are provided by the Bank, the Bank only agrees the Customer to use the same within the agreed service scope, and the Customer shall not transfer, lend or deliver to third party by any method. The Bank shall stipulate the minimum software and hardware requirements for this service on the website and the package of the software/hardware provided and assume the risk of the software/hardware to be provided.
- (3) In the event that the Customer needs to combine the software/hardware between the Bank and personal use, the Customer must abide by the rules provided by the Bank and responsible for the cost and any risk involved.
- (4) Upon the termination of this Agreement, if the Bank requests the Customer to return the relevant equipments referred to in the preceding paragraph, it shall be limited to those specifically stipulated in this Agreement.

#### 十七、交易核對

- (一) **貴行於每筆交易指示處理完畢後，以貴行電子文件或交易結果網頁或電子郵件或行動銀行推播之方式通知立約人，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，得以電話或書面通知貴行查明。逾上開期限者，推定其內容無誤。**
- (二) 貴行應於每月對立約人以雙方約定方式寄送上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電話或書面之方式通知貴行查明。逾上開期限者，推定其內容無誤。
- (三) 貴行對於立約人之通知，應即進行調查，並於通知到達銀行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。

#### 17. Verification of transaction

- (1) **The Bank shall notify the Customer by Electronic Document or webpage of such transaction results or via email or SMS of mobile banking after each transaction instruction is accomplished. The Customer shall verify the accuracy thereof. If there is any incorrect, the Customer shall notify the Bank for verification within forty-five days by phone or in writing after the completion of the use. Anyone exceeding the deadline will be regarded as validating the content.**
- (2) The Bank shall deliver the transaction statement of the previous month by the way agreed by both parties (no delivery of the statement if there is no transaction in the subject month). After verification, the Customer shall request the Bank to verify the transaction within forty five days by the way agreed by phone or in writing upon receipt of the transaction statement. Anyone exceeding the deadline will be regarded as approving the correctness of the content.
- (3) The Bank shall immediately verify the transaction referred in the abovementioned request notice and shall reply to the Customer in writing of the outcome within thirty days of its receipt of such request.

#### 十八、電子文件錯誤之處理

立約人利用本契約之服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，貴行應協助客戶更正，並提供其他必要之協助。前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知立約人。

立約人利用本契約之服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知貴行，貴行應即辦理以下事項：

- (一) 依據相關法令提供該筆交易之明細及相關資料。
- (二) 通知轉入行協助處理。
- (三) 回報處理情形。

#### 18. Handling of the mistake in Electronic Documents

For the Customer to use the service under the Agreement, if any of the mistakes occurs to the Electronic Documents due to the reason not attributable to the Customer, the Bank shall assist the Customer to correct and provide other necessary

assistance. If the mistake occurs due to the reason attributable to the Bank, the Bank shall correct immediately upon knowledge and notify the Customer by Electronic Documents or by the way agreed by both parties simultaneously. Where the Customer uses the services of this Agreement and there is an error to the Electronic Documents which is attributable to the Customer, in the event of any error on the financial institution code, receipt account number or the amount in the Customer's application or operation, resulting the funds wrongly transferred to other's account or wrong in the amount, the Bank shall immediately process the following steps upon the notification by the Customer to the Bank:

- (1) Provide the details and the relevant information of such transaction in accordance with the relevant regulations.
- (2) Notify the fund receiving bank to assist.
- (3) Report the processed result.

#### 十九、電子文件之合法授權與責任

- (一) 貴行及立約人應確保所傳送至對方之電子文件均經合法授權。
- (二) 貴行及立約人於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面或電子郵件方式通知他方停止使用該服務並採取防範之措施。貴行接受前項通知前，對第三人使用該服務已發生之效力，由貴行負責。但有下列任一情形者，不在此限：
  1. 貴行能證明立約人有故意或過失。
  2. 貴行依電子文件或交易結果網頁或電子郵件通知交易核對資料或帳單後超過四十五日。惟客戶有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。

針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負責。

#### 19. Due authorization and responsibilities of the Electronic Documents

- (1) The Customer and Bank shall ensure the Electronic Documents sent to the counterparty has been duly authorized.
- (2) If the Bank and Customer finds there is any unauthorized use or theft of the Customer's user name, password, Certificate, Private Key or there is any other circumstance without due authorization, it shall notify the other party immediately by phone or in writing or email to stop to use such service and adopt protective measure. Before the Bank accepts the notice referred to in the preceding paragraph, the Bank shall still be liable to the Customer regarding the unauthorized transaction, provided that it shall not apply under any of the following circumstances:
  - a. The Bank can prove the Customer's willful conduct or negligence.
  - b. The period after the Bank notifies of the transaction verification or the bank statement by Electronic Document or webpage of such transaction results or via email is exceeding forty-five days, provided that if there is any unusual situation occurred to the Customer (i.e. long distance travel or hospitalization) so that the notification can not reach, such period shall be counted from the end of such unusual situation until forty-five days elapse, which is exclusive of the circumstance of the Bank's willful conduct or negligence.

The identification fees for investigating the facts of the unauthorized use or the theft referred to in the paragraph (2) will be borne by the Bank.

#### 廿、資訊系統安全

- (一) 貴行及立約人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。
- (二) 第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任。
- (三) 第三人入侵貴行資訊系統對立約人所造成之損害，由貴行負擔。

#### 20. Information system security

- (1) The Bank and Customer shall ensure the safety of the information system being used respectively, and prevent illegal entrance, acquisition, modification, damage of the business record or the Customer's personal information.
- (2) For the controversies that a third party deciphers the protective measure of the Bank's information system or uses the defects of information system, the Bank shall evidence the non-existence of such fact.
- (3) The Bank shall be liable for any damage to the Customer arising from a third party's hacking into Bank's information system.

#### 廿一、保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本契約服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經立約人同意告知第三人時，應使第三人負本條之保密義務。前項第三人如不遵守此保密義務者，視為本人義務之違反。

#### 21. Confidentiality

Unless the law provides otherwise, the Bank shall cause and procure that the Electronic Documents exchanged between them or the Customer's information acquired due to the use or implementation of this service would not to be disclosed to others or used for any purposes irrelevant to this Agreement. If the Bank discloses the information to a third party upon the Customer's consent, the Bank shall make the third party perform the confidentiality obligation herein. Any breach of the confidentiality obligation of the third party will be deemed as breach of the disclosing party's obligation.

#### 廿二、損害賠償責任

貴行及立約人同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

## 22. Indemnity

The Bank and the Customer agree that if the Electronic Documents transmitted or received under this Agreement is delayed, omitted or has mistake due to reason attributable to one party and thus cause the other party suffer damages, such party shall indemnify the other party the damages occurred thereon.

### 廿三、系統故障之權宜處理

倘因資訊系統故障或線路中斷，貴行得暫停提供電話/網路/行動銀行之各項服務。約定轉帳之立約人憑存摺（或票據）、印鑑至櫃檯提款時，倘適值貴行離線作業中，於貴行未能確定餘額前，其可提領之金額概以貴行估算者為準，貴行並保留事後追索權。

## 23. Temporary treatment upon system shutdown

If the information system shuts down or the line is broken off, the Bank may temporarily suspend the provision of the various services such as telephone banking / internet / mobile banking. If the Customer who applied for transfer to agreed accounts presents to the counter to withdraw with the bank book (or negotiable instruments) and specimen chop and the Bank is in off-line operation, before the Bank ensures the balance, the balance amount shall be determined according to the Bank's estimation, and the Bank reserves the right of recourse.

### 廿四、通信中斷

立約人使用本服務進行各項交易時，若遇下列不可抗力或非可歸責於貴行之因素，造成通信功能喪失或中斷致使交易或其他指示遲延或無法完成者，概由立約人自行負責，與貴行無涉：

一、斷電、斷線、網路傳輸干擾、電信壅塞或第三人破壞。

二、因個人因素造成停話(如未繳電信費用)，或因讓與、轉借、提供擔保等原因而發生任何糾葛或損害者。

## 24. Disconnection

If the Customer encounters any force majeure or incidents not the responsibility of the Bank when using any transaction services that leads to loss of the communication, disconnection causing the transaction or other instruction delayed or incomplete, the Customer should take full responsibility without any involvement of the Bank.

(1) Power suspension, disconnection, internet transmission issue, communication congestion or any damage by a third party.

(2) Call failure as a result of personal issue (such as not paying the phone bill) or any dispute and damage as a result of giving, lending or providing a guarantee.

### 廿五、紀錄保存

(一) 貴行及立約人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

(二) 貴行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

## 25. Book keeping

(1) The Bank and Customer shall keep all Electronic Documents regarding transaction instruction, and shall ensure the truth and completeness.

(2) The Bank shall exercise the care of a good administrator to keep the aforementioned record. It shall be kept for at least five years, provided that if there is any law or regulation providing a longer period, such law or regulation shall apply.

### 廿六、電子文件之效力

貴行及立約人同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

## 26. Effect of Electronic Documents

The Bank and Customer agrees to use the Electronic Documents as the method of expression and that the Electronic Documents exchanged between them under this Agreement have the same effect as written documents, provided that the above shall not apply if any regulations exclude such application.

### 廿七、銀行暫停系統服務

**立約人不得將申請本項服務之帳戶作為洗錢、詐欺等不法或不正常之用途，或以詐術損害貴行之信用，若經貴行研判帳戶有疑似不當使用之情事時，或查證屬實，或貴行接獲第三人檢附治安機關、備案證明，書面申訴時，貴行得無須書面通知逕自暫停系統服務。**

## 27. Suspension of system service by the Bank

**The Customer shall not use the account under this service for illegal or irregular purpose such as money laundering or fraud, or deceive to damage the credit of the Bank. If the Bank determines that the account is for improper use, or it is true after investigation, or the Bank receives from third party the certificate for report the case to the police or prosecutor office or written complaints, the Bank may suspend the system service unilaterally without written notice.**

### 廿八、立約人終止服務條款

立約人得隨時終止本服務條款，但應親至貴行分行櫃台或書面辦理。

## 28. The Customer may terminate these service terms and conditions at any time provided that he/she shall process it in person, in writing or over the Bank's counter.

### 廿九、貴行終止服務條款

貴行終止本服務條款時，須於終止日三十日前以書面通知立約人。立約人如有下列情事之

- 一者，貴行得隨時以書面或雙方約定方式通知立約人終止本服務條款：
- (一) 立約人未經貴行同意，擅自將服務條款之權利或義務轉讓第三人者。
  - (二) 立約人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
  - (三) 立約人違反本服務條款第廿二條至第廿四條之規定者。
  - (四) 立約人違反本服務條款之其他規定，經催告改善或限期請求履行未果者。

#### 29. Service termination by the Bank

The Bank may terminate these service terms and conditions by serving a written notice thirty days prior to the termination date to the Customer, provided that the Bank may terminate these service terms and conditions by serving a written notice to the Customer or by the way agreed by both parties if any of the following occurs to the Customer:

- (1) The Customer transfers the rights or obligations under the service terms and conditions to a third party without the Bank's consent.
- (2) The Customer applies for bankruptcy according to Bankruptcy Act or applies for rebirth or liquidation proceeding according to the Act Governing the Consumer Debt Clearance.
- (3) The Customer violates Articles 22 to 24 of these service terms and conditions
- (4) The Customer violates other stipulations of these service terms and conditions and fails to correct upon notification or perform within the specified period requested.

三十、立約人結清所有存款帳戶且於貴行已無其他產品往來時，貴行得停止提供網路/行動銀行服務

30. When the Customer closes all deposit accounts and doesn't have any other products with the Bank, the Bank may terminate the internet/mobile banking services.

#### 三十一、服務條款修訂

本服務條款如有修改或增刪時，貴行以書面或雙方約定方式通知立約人後，立約人於七日內不為異議者，視同承認該修改或增刪條款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知立約人，並於該書面或雙方約定方式以顯著明確文字載明其變更事項、新舊條款內容，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪條款；並告知立約人如有異議，應於前項得異議時間內通知貴行終止契約：

- (一) 第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。
- (二) 其他經主管機關規定之事項。

#### 31. Amendment to the service terms and conditions

The Bank will notify the Customer in writing or by the way agreed by both parties of any amendment or supplement to the service terms and conditions. If the Customer does not raise any objections within seven days, it shall be deemed that the Customer recognizes such amendment or supplement. However, in case of any change of the following items, the Bank shall notify the Customer in writing or by the way agreed by both parties sixty days prior to such change and the changed items and comparison of both old and new terms and conditions shall be marked obviously in such written documentation or by the way agreed by both parties. The Bank shall also inform the Customer that he/she may raise objections before the changed items become effective and the Customer will be deemed as agreeing with the amendment or supplement if no objection is raised with such period and shall further inform the Customer that he/she may notify the Bank to terminate this Agreement within the aforesaid objection period if he/she has any objection:

- (1) The way that the Bank or the Customer notifies the other party upon any unauthorized use or theft of the user name, password, Certificate, Private Key or any other circumstances without due authorization.
- (2) Any other items stipulated by the competent authority.