



「開戶總約定書(法人戶-彙整版)」修訂公告

親愛的客戶您好，

本行開戶總約定書進行部份修訂並自 113 年 3 月 8 日起開始生效。倘立約人不同意本行之修改，須於前述通知之生效日前終止與本行之帳戶往來關係及本約定書，倘立約人未於生效日期前終止，或生效日期後仍繼續與本行進行各項存款、交易或服務事項往來時，視為立約人已同意該修改之內容。本次條文修訂對照內容列示如下：

修正後條文	原條文內容										
<p>【版本：DM099 11303】 【Version DM099 11303】</p> <p>壹拾肆、企業金融網服務約定條款 XIV. Corporate eBanking Services Terms and Conditions 【一般約定事項】 【General Terms and Conditions】</p> <p>十一、服務費用 11. Service charges</p> <p>(一)...。</p> <p>(二)...。</p> <p>(三)安控裝備費： (3) Monitoring equipment charge:</p> <table border="1"> <tr> <td>電子憑證費 Electronic certificate charge</td><td>每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)</td></tr> <tr> <td>憑證載具費 Token charge</td><td>每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)</td></tr> </table> <p>(四)...。</p> <p>(五)...。</p>	電子憑證費 Electronic certificate charge	每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)	憑證載具費 Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)	<p>【版本：DM099 11212】 【Version DM099 11212】</p> <p>壹拾肆、企業金融網服務約定條款 XIV. Corporate eBanking Services Terms and Conditions 【一般約定事項】 【General Terms and Conditions】</p> <p>十一、服務費用 11. Service charges</p> <p>(一)...。</p> <p>(二)...。</p> <p>(三)安控裝備費： (3) Monitoring equipment charge:</p> <table border="1"> <tr> <td>電子憑證費 Electronic certificate charge</td><td>每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)</td></tr> <tr> <td>憑證載具費 Token charge</td><td>每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)</td></tr> <tr> <td>動態密碼載具費 OTP Token charge</td><td>每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)</td></tr> </table> <p>(四)...。</p> <p>(五)...。</p>	電子憑證費 Electronic certificate charge	每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)	憑證載具費 Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)	動態密碼載具費 OTP Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)
電子憑證費 Electronic certificate charge	每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)										
憑證載具費 Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)										
電子憑證費 Electronic certificate charge	每張新臺幣 1,000 元，OBU 客戶每張美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (自下載生效日起一年期) (1 year from effective date of download)										
憑證載具費 Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)										
動態密碼載具費 OTP Token charge	每個新臺幣 1,000 元，OBU 客戶每個美元 35 元或等值外幣 NTD 1,000 per certificate. For OBU customers, USD 35 or equivalent value of foreign currency per certificate. (補發申請亦同) (same charge for reissuing applications)										

十六、電子文件之合法授權與責任

16. Legal authority and responsibility of digital documents

(一)...

(1)...

(二) 立約人應確保所指派之每一授權使用者在任何時候均不會洩漏其使用者代號及密碼予任何第三人(包括其他使用者)，且並應確保憑證使用者妥善保管儲存該憑證之媒體或載具及憑證啟動密碼。立約人或貴行於發現有第三人冒用或盜用立約人或其授權使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即通知他方停止使用本服務並採取防範之措施。

(2) The Customer shall ensure that every authorized user appointed will not disclose his or her user name and password to any third party (including other users) at all times. The Customer shall also ensure that certificate users will safekeep media or device in storage of the certificate and activating password of the certificate. Upon discovery that a third party is using user name, password, certificate, or private key of the Customer or his or her authorized user(s), or any other conditions of illegal authorization, the Customer or the Bank shall immediately inform the other party to suspend use of the Service and adopt the corresponding countermeasures.

(三) 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：

(3) The Bank agrees to be liable for the effectiveness of the use of Service by a third party before acceptance of the aforementioned notification of the Bank. However, the following conditions shall not be limited by the aforementioned provision:

1. 貴行能證明立約人有故意或過失。
2. 貴行通知交易核對資料後超過四十五日。惟立約人有特殊事由(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。

- a. The Bank can prove that the Customer is or shall be deliberately attributable for the situation.
- b. The Bank shall notify the Customer for verification of transaction information within forty-five days. If the Customer cannot be reached for special reasons of the Customer (such as long vacations, hospitalization, etc.), such notification of the Bank shall be made within forty-five days upon end of the special condition. However, conditions of deliberate actions or misconduct towards the Bank shall not be limited by the aforementioned provision.

(四)...

(五)...

三十八、服務終止

38.Termination of Service

立約人得隨時終止使用本服務，但應至少於終止生效日前一營業日以書面通知貴行。貴行收到通知後應即註銷立約人之用戶身份編號。

The Customer may terminate the use of the Service at any time. The Bank shall be notified in writing at least a day before such termination becomes effective. Upon receipt of notification, the Bank may cancel the user identification number of the Customer immediately.

貴行欲終止提供本服務時，應於終止日三十日前通知立約

十六、電子文件之合法授權與責任

16. Legal authority and responsibility of digital documents

(一)...

(1)...

(二) 立約人應確保所指派之每一授權使用者在任何時候均不會洩漏其使用者代號及密碼予任何第三人(包括其他使用者)，且並應確保憑證使用者妥善保管儲存該憑證之媒體或載具及憑證啟動密碼。立約人或貴行於發現有第三人冒用或盜用立約人或其授權使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以雙方約定方式通知他方停止使用本服務並採取防範之措施。

(2) The Customer shall ensure that every authorized user appointed will not disclose his or her user name and password to any third party (including other users) at all times. The Customer shall also ensure that certificate users will safekeep media or device in storage of the certificate and activating password of the certificate. Upon discovery that a third party is using user name, password, certificate, or private key of the Customer or his or her authorized user(s), or any other conditions of illegal authorization, the Customer or the Bank shall immediately inform the other party to suspend use of the Service ~~by means previously agreed upon by both parties~~, and adopt the corresponding countermeasures.

(三) 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：

(3) The Bank agrees to be liable for the effectiveness of the use of Service by a third party before acceptance of the aforementioned notification of the Bank. However, the following conditions shall not be limited by the aforementioned provision:

1. 貴行能證明立約人有故意或過失。
2. 貴行依雙方約定方式通知交易核對資料後超過四十五日。惟立約人有特殊事由(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。

- a. The Bank can prove that the Customer is or shall be deliberately attributable for the situation.

- b. The Bank shall notify the Customer for verification of transaction information ~~by means previously agreed upon by both parties~~ within forty-five days. If the Customer cannot be reached for special reasons of the Customer (such as long vacations, hospitalization, etc.), such notification of the Bank shall be made within forty-five days upon end of the special condition. However, conditions of deliberate actions or misconduct towards the Bank shall not be limited by the aforementioned provision.

(四)...

(五)...

三十八、服務終止

38.Termination of Service

立約人得隨時終止使用本服務，但應至少於終止生效日前一營業日以書面通知貴行。貴行收到通知後應即註銷立約人之用戶身份編號。

The Customer may terminate the use of the Service at any time. The Bank shall be notified in writing at least a day before such termination becomes effective. Upon receipt of notification, the Bank may cancel the user identification number of the Customer immediately.

貴行欲終止提供本服務時，應於終止日三十日前以書面

<p>人。立約人若有下列情事之一者，貴行得隨時通知立約人終止提供本服務或暫停本服務全部或部分服務項目：</p> <p>If the Bank wishes to terminate the provision of the Service, the Bank shall notify the Customer at least thirty days before date of termination. If the Customer is under any of the following conditions, <u>the Bank may immediately terminate or suspend all or part of the Service with notice:</u></p> <p>(一) 立約人未經貴行同意，擅自將本服務之權利或義務轉讓或處分予第三人者。</p> <p>(1) The Customer has transferred or disposed the rights of the Service to a third party by himself or herself without having first gained consent of the Bank.</p> <p>(二) 立約人依法自行聲請或被聲請宣告破產、更生、解散、清算或重整者。</p> <p>(2) The Customer himself or herself has been declared to be under bankruptcy, rehabilitation, dissolving, liquidation or reorganization according to law.</p> <p>(三) 立約人違反本約定條款第十六點至第十八點、第三十六點(二)及第三十九點(三)之約定者。</p> <p>(3) The Customer has violated Article 16 to 18, and Article 36 section (2) and Article 39 section (3) of this Agreement.</p> <p>(四) 立約人違反本約定條款其他條款約定，經催告改善或限期請求履行未完成者。</p> <p>(五) 立約人有本約定條款第三十九點(一)之情事。</p> <p>(5) The Customer has violated Article 39 section (1) of this Agreement.</p> <p>(六) 立約人逾一年未登入企業金融網。</p> <p>(6) The Customer had not logged in the Corporate eBanking over one year.</p> <p><u>(七) 立約人於貴行之所有帳戶均已結清銷戶。</u></p> <p><u>(7) All Bank accounts of the Customer are closed.</u></p> <p>立約人於本服務終止日前已傳送但尚未處理之電子文件，於終止日起失其效力。</p> <p>Digital documents delivered by the Customer before termination of the Service and not yet processed shall be voided from the date of termination.</p>	<p>通知立約人。立約人若有下列情事之一者，貴行得隨時以書面或雙方約定方式通知立約人終止提供本服務或暫停本服務全部或部分服務項目：</p> <p>If the Bank wishes to terminate the provision of the Service, the Bank shall notify the Customer in writing at least thirty days before date of termination. If the Customer is under any of the following conditions, the Bank may notify the Customer in writing or by agreed methods and terminate provision of the Service to the Customer or temporarily suspend all or part of the Service at any time.</p> <p>(一) 立約人未經貴行同意，擅自將本服務之權利或義務轉讓或處分予第三人者。</p> <p>(1) The Customer has transferred or disposed the rights of the Service to a third party by himself or herself without having first gained consent of the Bank.</p> <p>(二) 立約人依法自行聲請或被聲請宣告破產、更生、解散、清算或重整者。</p> <p>(2) The Customer himself or herself has been declared to be under bankruptcy, rehabilitation, dissolving, liquidation or reorganization according to law.</p> <p>(三) 立約人違反本約定條款第十六點至第十八點、第三十六點(二)及第三十九點(三)之約定者。</p> <p>(3) The Customer has violated Article 16 to 18, and Article 36 section (2) and Article 39 section (3) of this Agreement.</p> <p>(四) 立約人違反本約定條款其他條款約定，經催告改善或限期請求履行未完成者。</p> <p>(4) The Customer has violated other contractual terms of this Agreement, and has failed to complete improvements or obligations before a given deadline.</p> <p>(五) 立約人有本約定條款第三十九點(一)之情事。</p> <p>(5) The Customer has violated Article 39 section (1) of this Agreement.</p> <p>(六) 立約人逾一年未登入企業金融網。</p> <p>(6) The Customer had not logged in the Corporate eBanking over one year.</p> <p>立約人於本服務終止日前已傳送但尚未處理之電子文件，於終止日起失其效力。</p> <p>Digital documents delivered by the Customer before termination of the Service and not yet processed shall be voided from the date of termination.</p>
<p>三十九、防制洗錢及打擊資恐</p> <p>39. Anti-money Laundering and Anti-terrorism Financing.</p> <p>貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意貴行得依「洗錢防制法」、「資恐防制法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：</p> <p>For the purpose of anti-money laundering and anti-terrorism financing, the Customer agrees that in accordance with the "Money Laundering Control Act", "Counter-Terrorism Financing Act", "Banking and Electronic Payment Institutions Electronic Ticket Issuers to Prevent Money Laundering and Internal Control Guides for Combating Terrorism" and "Template for Guidelines Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Business", the Bank is entitled to conduct the following measures:</p> <p>(一)...</p> <p>(二) 貴行於認為有必要時(包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等)，得逕行暫時停止本服務無須另通知立約人，<u>或通知立約人終止本服務。</u></p> <p>(2) When the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in</p>	<p>三十九、防制洗錢及打擊資恐</p> <p>39. Anti-money Laundering and Anti-terrorism Financing.</p> <p>貴行為防制洗錢及打擊資助恐怖主義之目的，立約人同意貴行得依「洗錢防制法」、「資恐防制法」、「銀行業及電子支付機構電子票證發行機構防制洗錢及打擊資恐內部控制要點」及「銀行防制洗錢及打擊資恐注意事項範本」之相關規定，進行以下措施：</p> <p>For the purpose of anti-money laundering and anti-terrorism financing, the Customer agrees that in accordance with the "Money Laundering Control Act", "Counter-Terrorism Financing Act", "Banking and Electronic Payment Institutions Electronic Ticket Issuers to Prevent Money Laundering and Internal Control Guides for Combating Terrorism" and "Template for Guidelines Governing Anti-Money Laundering and Countering Terrorism Financing of Banking Business", the Bank is entitled to conduct the following measures:</p> <p>(一)...</p> <p>(二) 貴行於認為有必要時(包括但不限於：懷疑客戶涉及非法活動、疑似洗錢、資恐活動、或媒體報導涉及違法之特殊案件等)，得逕行暫時停止本服務無須另通知立約人，<u>或以書面終止本服務，並於書面通知到達時發生效力。</u></p>

<p>illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media), the Bank may <u>suspend the Service without notice or terminate the Service with notice.</u></p> <p>(三)... °</p>	<p>(2) When the Bank believes necessary (including but not limited to the Customer being suspicious of engaging in illegal activities, money laundering, terrorism financing, or being involved in special cases in violation of laws as reported by media), the Bank may temporarily cease the Service without notifying the Customer, or terminate the Service by written notice, which shall take effect upon receiving such written notice.</p> <p>(三)... °</p>
---	--