

「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 114 年 6 月 30 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

壹、一般約定條款

- 十、立約人資料之使用及委外作業
- (一)貴行得將立約人之各項往來資料提供予擬自 貴行受讓資產及負債之人,及對貴行有管轄 權之金融、司法主管機關或其他政府機構。
- (二)貴行得將立約人與貴行往來交易業務及作業,委由第三人代為處理,並將立約人之各項往來資料揭露予受貴行委任處理事項之第三人。
- (三)立約人經 貴行依個人資料保護法規定履行 告知義務,立約人瞭解並同意 貴行(含受貴 行委託處理事務之委外機構)、依法令規定 利用之機構(例如:貴行所從屬金融控股公 司暨其子公司等)、其他業務相關之機構 (例如:通匯行、解匯行、環球銀行金融電 信協會(SWIFT)、財團法人金融聯合徵信中 心、財團法人聯合信用卡處理中心、臺灣票 據交換所、財金資訊股份有限公司、信用保 證機構、信用卡國際組織、收單機構暨特約 商店等)、依法有權機關或金融監理機關、 立約人所同意之對象 (例如 貴行共同行銷 或交互運用客戶資料之公司、與 貴行合作 推廣業務之公司等) 得於附錄二「蒐集、處 理及利用個人資料告知書」所列之特定目的 或法令許可範圍內,對本人之個人資料為蔥 集、處理、利用及國際傳輸; 立約人同意貴 行得為行銷業務、資訊業務與資料庫管理、 資通安全業務與管理、電子商務服務及調查 及統計與研究分析等目的,蒐集、處理、利 用及國際傳輸立約人之個人資料。
- (四)立約人並同意貴行提供各項業務、金融商品

原條文內容

- 壹、一般約定條款 十、立約人資料之使用及委外作業
 - (一)貴行得將立約人之各項往來資料提供予擬自 貴行受讓資產及負債之人,及對貴行有管轄 權之金融、司法主管機關或其他政府機構。
 - (二)貴行得將立約人與貴行往來交易業務及作業,委由第三人代為處理,並將立約人之各項往來資料揭露予受貴行委任處理事項之第三人。
 - (三)立約人經 貴行依個人資料保護法規定履行 告知義務,立約人瞭解並同意 貴行(含受貴 行委託處理事務之委外機構)、依法令規定 利用之機構(例如:貴行所從屬金融控股公 司暨其子公司等)、其他業務相關之機構 (例如:通匯行、解匯行、環球銀行金融電 信協會(SWIFT)、財團法人金融聯合徵信中 心、財團法人聯合信用卡處理中心、臺灣票 據交換所、財金資訊股份有限公司、信用保 證機構、信用卡國際組織、收單機構暨特約 商店等)、依法有權機關或金融監理機關、 立約人所同意之對象 (例如 貴行共同行銷 或交互運用客戶資料之公司、與 貴行合作 推廣業務之公司等) 得於附錄二「蒐集、處 理及利用個人資料告知書」所列之特定目的 或法令許可範圍內,對本人之個人資料為蒐 集、處理、利用及國際傳輸;立約人同意貴 行得為行銷業務、資訊業務與資料庫管理、 資通安全業務與管理、電子商務服務及調查 及統計與研究分析等目的,蒐集、處理、利 用及國際傳輸立約人之個人資料。
 - (四)立約人並同意貴行提供各項業務、金融商品

修正後條文

或服務的相關訊息,及寄送各項業務之消費、行銷或優惠活動訊息;如立約人拒絕同意,貴行即無法提供前述各項訊息。

(五)立約人同意於防制詐騙、防制洗錢…等特定 目的範圍內,貴行為轉出或轉入機構時得蒐 集、處理或利用以下資料:

轉出機構:得蒐集、處理或利用「被約定轉 入帳號」及其「被設定為約定轉入帳號之次 數」、帳戶狀態(包括但不限於警示帳戶、衍 生管制帳戶等)等個人資料。

轉入機構:得蒐集、處理或利用其於貴行開立之「金融機構帳號」及該帳號被約定為轉入帳號之次數、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等個人資料,並同意於設定約定轉入帳號作業之範圍內,提供上開個人資料予就前揭帳號提出約定轉入帳號申請之金融機構。

立約人並同意財金資訊股份有限公司於辦理 金融機構間之金融資訊交換目的範圍內,得 蒐集、處理或利用上開個人資料。

- (六)立約人同意 貴行得於防制詐欺犯罪、洗錢 防制等增進公共利益之特定目的範圍內,蒐 集、處理或利用立約人身分資訊、帳戶狀態 (包括但不限於警示帳戶、衍生管制帳戶、 銷戶資訊等)或金融機構往來事項等個人資 料,並將上揭個人資料,透過財金公司提供 予其他金融機構、司法機關或司法警察機 關。因此其他金融機構得於防制詐欺犯罪、 洗錢防制等增進公共利益之特定目的範圍蒐 集、處理、利用立約人個人資料。
- I.General Terms and Conditions
 - The usage of the Customer's data and outsourcing
 - (1) The Bank may provide each corresponding data of the Customer to the person who tends to acquire the asset and/or liability from the Bank and for financial, judicial competent authority which has jurisdiction over the Bank and other government institute.
 - (2) The Bank may outsource third parties to

原條文內容

或服務的相關訊息,及寄送各項業務之消費、行銷或優惠活動訊息;如立約人拒絕同意,貴行即無法提供前述各項訊息。

I.General Terms and Conditions

- The usage of the Customer's data and outsourcing
- (1) The Bank may provide each corresponding data of the Customer to the person who tends to acquire the asset and/or liability from the Bank and for financial, judicial competent authority which has jurisdiction over the Bank and other government institute.
- (2) The Bank may outsource third parties to

- handle the transaction business and operation between the Customer and the Bank, and disclose the relevant transaction information of the Customer to such third parties.
- (3) After the Bank duly performs the obligation to inform the Customer under the Personal Information Protection Act, the Customer understands and agrees that the Bank (including the outsourced entities engaged by the Bank), the entities utilizing the personal information in accordance with laws and regulations (such as the financial holding company the Bank subordinate to and its subsidiaries), other business related agencies (such as correspondent banks, beneficiary banks, SWIFT, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Service Information Co., Ltd., credit guarantee institutions, international credit card organization, acquiring businesses and merchants), competent authorities under laws, financial supervisory authorities, and parties agreed by the Customer (such as the companies that have collaboration with the Bank for joint marketing and cross use of the Customer's personal data, and companies that have collaboration with the Bank for joint promotions) may, within the specific purposes under the "Notice to collect, process and use personal information" in Appendix II, or to the extent permissible under the laws and regulations, collect, process, utilize and transfer internationally the Customer's personal information, and the Bank may for the purpose of marketing, IT processes, database management, information securities
- handle the transaction business and operation between the Customer and the Bank, and disclose the relevant transaction information of the Customer to such third parties.
- (3) After the Bank duly performs the obligation to inform the Customer under the Personal Information Protection Act, the Customer understands and agrees that the Bank (including the outsourced entities engaged by the Bank), the entities utilizing the personal information in accordance with laws and regulations (such as the financial holding company the Bank subordinate to and its subsidiaries), other business related agencies (such as correspondent banks, beneficiary banks, SWIFT, Joint Credit Information Center, National Credit Card Center, Taiwan Clearing House, Financial Service Information Co., Ltd., credit guarantee institutions, international credit card organization, acquiring businesses and merchants), competent authorities under laws, financial supervisory authorities, and parties agreed by the Customer (such as the companies that have collaboration with the Bank for joint marketing and cross use of the Customer's personal data, and companies that have collaboration with the Bank for joint promotions) may, within the specific purposes under the "Notice to collect, process and use personal information" in Appendix II, or to the extent permissible under the laws and regulations, collect, process, utilize and transfer internationally the Customer's personal information, and the Bank may for the purpose of marketing, IT processes, database management, information securities

- business/management, online servicing, investigation, research and statistical analysis, etc., collect, process, utilize and transfer internationally the Customer's personal information.
- (4)The Customer also agrees that the Bank is entitled to provide related information of all types of business, financial products or services, and send promotional or marketing materials related to all types of business to the Customer. If the Customer disagrees, the Bank will not provide the aforementioned.
- (5)The Customer agrees that the Bank may,
 for the specific purpose of preventing
 fraud, anti-money laundering, among
 others, collect, process or use the
 following information when the Bank acts
 as the outward or inward transfer
 institution:

Outward transfer institution: The Bank may collect, process or use the personal information of "the agreed inward transfer account number" and "the number of times being set as the agreed inward transfer account number", and the account status (including but not limited to watch-listed account, derivative watch-listed account, etc.), among others.

Inward transfer institution: The Bank may collect, process or use the personal information of the "financial institution account number" opened with the Bank and the number of times such account number being set as agreed inward transfer account number, and account status (including but not limited to watchlisted account, derivative watch-listed account, etc.), among others, and the Customer agrees within the scope of the operation to set the agreed inward transfer

- business/management, online servicing, investigation, research and statistical analysis, etc., collect, process, utilize and transfer internationally the Customer's personal information.
- (4)The Customer also agrees that the Bank is entitled to provide related information of all types of business, financial products or services, and send promotional or marketing materials related to all types of business to the Customer. If the Customer disagrees, the Bank will not provide the aforementioned.

修正後條文	原條文內容
account number, to provide the	
aforementioned personal information to	
the financial institution applying for setting	
the aforementioned account number as	
the agreed inward transfer account	
number.	
The Customer further agreed that the	
Financial Information Service Co., Ltd.	
may, for the purpose of conducting	
financial information exchange among	
financial institutions, collect, process or	
use the aforementioned personal	
information.	
(6)The Customer hereby agrees that the Bank	
may, for specific purposes in the public	
interest—such as the prevention of fraud	
and anti-money laundering—collect,	
process, and use the Customer's personal	
data. Such data includes, but is not limited	
to, identity information, account status	
(including watch-listed accounts, derivative	
watch-listed accounts, and account closure	
information), and records of transactions	
with financial institutions. The Bank may	
also provide the aforementioned personal	
data, through the Financial Information	
Service Co., Ltd., to other financial	
institutions, judicial authorities, or judicial	
police officers. Accordingly, such other	
financial institutions may, within the same	
scope of public interest purposes as stated	
above, collect, process, and use the	
Customer's personal data.	
【版本:DM098 1140 <u>6</u> 】	【版本:DM098 11403】

[Version DM098 11406]

[Version DM098 11403]