本個人戶約定書得攜回審閱

This individual account Agreement can be brought back for review



開戶總約定書

約定書編號:11208.雙語

General Agreement for Account Opening Case No.: 11208

第一章、共通約定事項 Common Agreement Items: (GN11112)

一、立約人同意以最近開戶之客戶資料表所記載之通訊地址或電子郵件地址為相關文書之送達處所, 倘立約人之地址變更,應即以書面或其他約定方式通知 貴行,並同意改依變更後之地址為送達處 所;如立約人未以書面或其他約定方式通知變更地址時, 貴行仍以上開客戶資料表上所記載之通 訊地址、電子郵件或最後通知 貴行之地址為送達處所。 貴行對立約人所為之通知或函件,依 貴 行最後留存之資料為送達處所,經通常之郵遞期間或於 貴行留存之電子信箱伺服器未被退回,即 視為已送達。

The Contractor agrees to use the correspondence address or e-mail address recorded in the most recently opened customer information form as the place of service for the relevant documents, and if the address has changed, the Contractor shall immediately notify the Bank in writing or by other agreed means and agree to change the address to the new address as the place of service. If the Contractor does not notify the change of address in writing or by other agreed means, the Bank shall still use the correspondence address or e-mail address recorded in the above customer information form as the place of service. Notices or correspondence from the Bank to the Contractor shall be deemed to have been delivered if the information last retained by the Bank is at the place of service and is not returned within the usual postal period or on the e-mail server.

二、立約人領用之存摺每頁均有頁次,立約人不得撕去或自行填寫塗改。存摺上存提交易明細或結存 餘額或立約人查詢所得之餘額如與 貴行帳載資料不符時,以 貴行帳載之金額為準。但經核對 貴 行提出之交易紀錄,確為 貴行記載錯誤,並經 貴行查證屬實者, 貴行應即更正之。 Each page of the passbook used by the Contractor has a page number and the Contractor shall not tear it off or fill in and alter it by himself/herself. If there is any discrepancy between the details of the Deposit and withdrawal transactions or the balance on the passbook or the balance obtained from the Contractor's inquiry and the information contained in the Bank, the amount contained in the Bank shall prevail. However, if the transaction records submitted by the Bank are confirmed to be incorrectly recorded by the Bank and verified by the Bank, the Bank shall correct them immediately.

三、立約人自使用各項服務之日起,同意依 貴行「新臺幣存款收費標準一覽表」及「外匯業務(存匯) 收費標準表」(如附表)所訂之收費標準繳納費用。前項收費標準,除法令或主管機關另有規定外, 於訂約後如有調整, 貴行應至少於生效日 60 日前於 貴行之網站上或營業場所明顯處公告其內 容,同時告知立約人若對各項服務收費有異議時,得於公告期間內以書面終止相關服務,逾期未終 者,視同承認該調整。立約人應繳納之稅捐,應依立約人應繳納之稅捐法令規定辦理,並授權 貴 行自立約人存款帳戶內自動扣繳。

The Contractor agrees to pay the fees in accordance with the Bank's "Schedule of Fees and Charges for New Taiwan Dollar Deposits" and "Schedule of Fees and Charges for Foreign Exchange Business (Deposit and Remittance)" (as attached) from the date of using the services. The fees shall be paid in accordance with the standards set by the Bank. Unless otherwise provided by law or by the competent authority, if the aforementioned fees and charges are adjusted after the contract is entered into, the Bank shall announce the adjustment at least 60 days before the effective date on the Bank's website or the business premises, and advise Contractor that if the Contractor has any disagreement with the service charges, may terminate the service in writing within the notice period, failure to do so after the deadline shall be deemed to be an acknowledgment of the adjustment. Taxes and contributions payable by the Contractor shall be handled in accordance with the provisions of the tax laws and regulations, and the Bank is authorized to automatically deduct the amount from the Contractor's deposit account.

四、立約人以代表人名義申請開立籌備處為戶名之存款帳戶,而未於 貴行規定之期限(自開戶日起6個月)內完成其設立登記作業,並持相關證照及留存印鑑至 貴行辦理變更戶名及基本資料等相關 事宜者, 貴行得逕將該籌備處戶名之存款帳戶變更為代表人之個人存款帳戶,自變更日起該代表 人即為本契約之存戶。

If the Contractor applies for the opening of a Preparatory Office deposit account in the name of the representative and does not complete the registration of the account within the period prescribed by the Bank (6 months from the date of account opening) and submits the relevant certificates and the retained seal to the Bank for the change of the account name and basic information, the Bank may change the Deposit Account in the name of the Preparatory Office to the representative's personal deposit account. The representative shall be the depositor of this Agreement from the date of the change.

五、貴行提供之各項服務及業務,因電信線路故障、第三人之行為或其他錯誤或遲延等,不可歸責於 貴行之事由致無法完成交易或延遲交易時,貴行不須負責。

The Bank shall not be responsible for any failure or delay in the completion of any transaction due to the failure of telecommunications lines, acts of third parties, or other errors or delays that are not attributable to the Bank.

六、本約定書中所謂「營業日」為 貴行營業日,所謂「營業時間」為週一至週五上午9時至下午3時 30分,或 貴行指定之其他時間。

The so-called "business days" in this Agreement are the business days of the Bank and the so-called "business hours" are from 9:00 a.m. to 3:30 p.m., Monday to Friday, or such other time as the Bank may specify.

七、立約人及其負責人同意 貴行及財團法人金融聯合徵信中心、中小企業信用保證基金、票據交換 所、財金資訊股份有限公司或其他與 貴行有業務往來之機構,於符合其營業登記項目或章程所訂 業務之需要,得蒐集、處理或國際傳輸及利用立約人及其負責人之個人資料,但非經立約人及其負 責人同意或其他法令規定,不得將其個人資料,提供予上述機構以外之第三人。

The Contractor and its principal agree that the Bank and the Consortium's Joint Credit Information Center, SME Credit Guarantee Fund, Checks Clearing House, Financial Information Service Co., Ltd., or other organizations with which the Bank has business dealings may collect, process or internationally transmit and use the personal information of the Contractor and its principals as necessary to comply with their business registration items or regulations, but may not use such personal information without the consent of the Contractor and its principals or as required by other laws and regulations.

八、如經 貴行研判帳戶有疑似不當使用之情事時, 貴行得逕自終止立約人使用金融卡、語音轉帳、 網路轉帳及其他電子支付之轉帳,金融卡並得收回作廢。

If the Bank determines that there is a suspected misuse of the account, the Bank may terminate the use of the Financial Card, voice transfer, internet transfer, and other electronic payment transfers by the Contractor and the Financial Card may be revoked.

九、立約人應納利息所得稅及各項費用,同意由 貴行依法代為扣繳;倘立約人符合免稅規定,應提供 免稅證明,始可免稅。

The Contractor agrees that the Bank shall pay the interest income tax and other fees on behalf of the Contractor in accordance with the law. If the Contractor meets the requirements for tax exemption, the Contractor shall provide proof of tax exemption in order to be exempt from tax.

十、立約人於 貴行之各種存款除經 貴行同意外,不得轉讓或質押。

The Deposit of the Contractor with the Bank shall not be transferred or pledged except with the consent of the Bank.

十一、立約人對於 貴行所負之任何一宗債務到期(含視同到期者)未依約清償時,立約人同意寄存於 貴行之各種存款,縱其清償期尚未屆至, 貴行仍得提前清償,並將提前清償之款項逕行抵銷立 約人對 貴行所負之債務。 貴行前項預定抵銷之意思表示,自登帳扣抵時即發生抵銷之效力。 同時 貴行發給立約人之存款憑單、存摺或其他憑證,於抵銷範圍內失其效力。

If any of the liabilities of the Contractor to the Bank are not paid when due (including deemed due), the Contractor agrees that the Deposit deposited with the Bank may be paid in advance, notwithstanding the expiration of the due date, and that the amount paid in advance shall be set off against the liabilities of the Contractor to the Bank. The Bank's intention to set off the foregoing shall become effective upon the recording of the set-off. At the same time, certificates of deposit, passbooks, or other certificates issued by the Bank to the Contractor will be ineffective to the extent of the set-off.

十二、立約人與 貴行往來期間,因其他關係而經 貴行提起訴訟或經任何人聲請假扣押、假處分、 強制執行、破產宣告、裁定重整、停止營業及其他法律處分者,立約人於 貴行之各種存款, 均得視為全部到期,立約人並即喪失一切債務期限之利益,由 貴行依法行使質權或主張抵銷, 並通知立約人。

If, in the course of the relationship between the Contractor and the Bank, the Bank initiates a lawsuit or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, suspension of business, or any other legal action due to any other relationship, the Contractor's deposits with the Bank shall be deemed to be fully matured and the Contractor shall forfeit all interest in the maturity of the debt and the Bank shall exercise the right of pledge or claim set-off in accordance with the law and shall notify the Contractor.

十三、立約人存入之款項, 貴行得優先依前二條約定與 貴行之債權為抵銷,其次辦理其他自動 扣款約定。

The Bank shall have priority to set off the amount deposited by the Contractor against the Bank's debts in accordance with the preceding two clauses, followed by other automatic deduction agreements.

十四、除中央存款保险股份有限公司明列不保項目外,立約人於 貴行之各種存款本金均受該公司訂定

最高保額保障。

Except for the exclusions specified by the Central Deposit Insurance Corporation, the principal amount of all deposits made by the Contractor with the Bank shall be protected by the maximum amount of insurance set by the Central Deposit Insurance Corporation.

十五、立約人同意 貴行於主管機關核定或核准得委外之作業事項範圍內,得將涉及本約定書有關之資 訊作業委託適當之第三人處理。

The Contractor agrees that the Bank may delegate the information related to this Agreement to an

appropriate third party within the scope of the operations approved by the competent authority.

十六、本約定書各約定事項, 貴行得視業務需要隨時增修, 貴行並得在各地營業單位或 貴行網站公告或以業務簡介方式置於營業單位供索閱以代公告,不另通知,立約人若對增修事項不同意者,應以書面向 貴行終止使用各該服務項目,但終止前立約人所為交易之帳款及其他衍生之債務,立約人仍負有清償責任。

The Bank may amend the terms of this Agreement from time to time according to its business needs, and the Bank may announce them at its business units or on the Bank's website or place them in the form of a business brochure for inspection at its business units without notice. If the Contractor does not agree to the additions, the Contractor shall terminate the use of each service item in writing to the Bank, but the Contractor shall still be liable for the payment and other debts arising from the transaction before the termination.

十七、立約人如為外國人,其關於申請本開戶往來之成立要件、效力及方式等,均應適用中華民國 之法律。

If the Contractor is a foreigner, the laws of the R.O.C. shall apply to the establishment, validity, and manner of the application for the opening of an account.

十八、本約定書之準據法為中華民國法律,立約人若因本約定書涉訟時,同意以立約所在地之法院為 第一審管轄法院,惟不得排除民事訴訟法第436條之9小額訴訟管轄法院及消費保護法第47條 之適用。

The law governing this Agreement shall be the laws of the R.O.C. In the event of litigation arising out of this Agreement, the Contractor agrees that the court in the place where the Agreement is entered into shall be the court of the first instance, provided that Article 436-9 of the Civil Procedure Law and Article 47 of the Consumer Protection Act shall not be excluded.

十九、本約定書未盡事項,悉依有關法令規定辦理。

All matters not covered by this Agreement shall be governed by the provisions of the relevant laws and regulations.

二十、本約定書壹式貳份由 貴行及立約人各執壹份為憑。

Two copies of this Agreement shall be executed by the Bank and the Contractor, one copy each by the parties hereto.

- 二十一、個人資料運用告知事項 Notice on the use of personal information:
 - (一)由於個人資料之蒐集,涉及立約人的隱私權益, 貴行向立約人蒐集個人資料時,依據個人資料保護法(以下稱個資法)第8條第1項規定,應明確告知立約人下列事項:1.非公務機關名稱 蒐集之目的3.個人資料之類別4.個人資料利用之期間、地區、對象及方式5.當事人依個資法第3 條規定得行使之權利及方式6.當事人得自由選擇提供個人資料時,不提供將對其權益之影響。 Since the collection of personal information involves the Contractor's privacy rights, the Bank

shall, in accordance with Article 8, Paragraph 1 of the Personal Information Protection Law (hereinafter referred to as the Personal Information Law), clearly inform the Contractor of the following matters: 1. the name of the non-public agency, 2. the purpose of collection, 3. the type of personal information, 4. the period, area, subject and manner of use of personal information, and 5. the exercise of rights and methods by the contractual party in accordance with Article 3 of the Personal Information Law, 6. the contractual party may freely choose to provide personal information, and failure to do so will have an impact on his or her rights and interests.

(二)有關 貴行蒐集立約人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象 及方式等內容,請詳閱如後附表。

Please refer to the attached table for the purpose of collecting personal information by the Bank, the types of personal information, and the period, place, subject, manner, etc.

- (三)依據個資法第3 條規定,立約人就 貴行保有立約人之個人資料得行使下列權利:
 Pursuant to Article 3 of the Personal Information Law, the Contractor may exercise the following rights with respect to the personal information of the Contractor held by the Bank:
 - 除有個資法第10條所規定之例外情形外,得向貴行查詢、請求閱覽或請求製給複製本, 惟貴行依個資法第14條規定得酌收必要成本費用。

Subject to the exceptions set forth in Article 10 of the Personal Information Law, the Contractor may make inquiries, requests for access, or requests for copies to the Bank, provided that the Bank may charge the necessary costs in accordance with Article 14 of the Personal Data Law.

2.依個資法第11條第1項規定,得向貴行請求補充或更正,惟依個資法施行細則第19條規定, 立約人應適當釋明其原因及事實。

According to Article 11, Item 1 of the Personal Data Act, the Contractor may request for supplement or correction from the Bank, provided that the Contractor shall properly explain the reasons and facts in accordance with Article 19 of the Enforcement Regulations of the Personal Information Law.

3.依個資法第11條第2項規定,個人資料正確性有爭議者,得向貴行請求停止處理或利用人之個人資料。惟依該項但書規定,貴行因執行業務所必須或經立約人書面同意,並經明其爭議者,不在此限。

In accordance with Article 11, Paragraph 2 of the Personal Information Law if the accuracy of the personal information is in dispute, the Contractor may request the Bank to cease processing or using the Contractor's personal information, except when the Bank is required to do so for the execution of its business or with the written consent of the Contractor and the dispute is noted in accordance with the proviso of the Paragraph.

4. 依個資法第 11 條第 3 項規定,個人資料蒐集之特定目的消失或期限屆滿時,得向 貴行請求 刪除、停止處理或利用立約人之個人資料。惟依該項但書規定, 貴行因執行業務所必須或經 立約人書面同意者,不在此限。

In accordance with Article 11, Paragraph 3 of the Personal Information Act, the Contractor may request the deletion, cessation of processing or use of the personal information of the Contractor when the specific purpose for which the personal information was collected has disappeared or

when the period of time has expired, except when necessary for the execution of Bank business or with the written consent of the Contractor as provided in the proviso of the Paragraph.

 依個資法第11條第4項規定,貴行如有違反個資法規定蒐集、處理或利用立約人之個人資料, 立約人得向 貴行請求停止蒐集。

According to Article 11, Item 4 of the Personal Data Act, if the Bank collects, processes or uses the personal information of the Contractor in violation of the provisions of the Personal Information Law, the Contractor may request the Bank to cease such collection.

(四)立約人如欲行使上述個資法第3條規定之各項權利,有關如何行使之方式,得向 貴行客服 (0800-01-7171) 詢問或於 貴行網站(網址: https://www.tbb.com.tw) 查詢。
If the Contractor wishes to exercise any of the rights set forth in Article 3 of the Personal Information Law, the Contractor may contact the Bank's Customer Service (0800-01-7171) or inquire on the Bank's website (https://www.tbb.com.tw) regarding how to exercise such rights.

(五)立約人得自由選擇是否提供相關個人資料及類別,惟立約人所拒絕提供之個人資料及類別, 如果是辦理業務審核或作業所需之資料, 貴行可能無法進行必要之業務審核或作業而無法 提供立約人相關服務或無法提供較佳之服務。

The Contractor is free to choose whether to provide the relevant personal information and types of information. However, if the personal information and types of information that the Contractor refuses to provide are required for business audits or operations, the Bank may not be able to perform the necessary business audits or operations and may not be able to provide the Contractor with the relevant services or better services.

特定目的說明	蒐集之個人資	個人資料利用	個人資料利	個人資料利用	個人資料利
Description of Specific Purpose	料類別	之期間	用之地區	之對象	用之方式

業務類別	業務特定目的及代	共通特定目的	Type of	Period of Use of	Areas of	Subjects of	Methods of
Business	號	及代號	Personal	Personal	Personal	Personal	Personal
Туре	Specific purposes	Common	Information	Information	Information	Information	Information
	and Codes of	Specific	Collected		Use	use	Use
	Business	Purpose and					
		Codes					
存匯業務	022 外匯業務	040 行銷	姓名、身分證統	一、特定目的	右邊「個人	一、貴行(含受本	符合個人資料
Deposit and Remittance	022 Foreign exchange	040 Marketing 059 金融服務業	一編號、性別、	存續期間。	資料利用之	行委託處理事 務之委外機	保護相關法令
Business	business	039 金融服務業 依法令規定	出生年月日、通 訊方式及其他詳	The duration	對象」欄位 所列之利用	荷之安/7夜 構)及貴行境	以自動化機器 或其他非自動
	036 存款與	及金融監理	如相關業務申請	for a specific	對象其國內	外營業單位。	化之利用方
	腫款業務	需要,所為	書或契約書之內	purpose. ニ、依相關法	及國外所在	The Bank (including	式,或以 國際
	036 Deposit And	之蒐集處理	容,並以本行與	一、依相關云 令所定 (例	地。	external	傳輸之方式處
	Remittance	及利用 059 Collection,	客户往来之相關	如商業會計法	The "Subjects of	institutions	理或利用。 The same of
	business	processing,	業務、帳戶或服 務及自客戶或第	等)或因執行	Personal	entrusted by the Bank to	The use of automated
	067 信用卡、 轉帳卡或電	and	· · · · · · · · · · · · · · · · · · ·	業務所必須之	Information	handle its	machines or
	子票證業務	utilization of the financial	財團法人金融聯	保存期間或依 個別契約就資	Use" column on the right	affairs) and overseas	other non- automated
	067 Credit card,	services	合徵信中心)所	個別共同就員 料之保存所定	lists the	business	means of use
	transfer card, or e-ticket business	industry as	實際蒐集之個人	之保存年限。	domestic and	units of The	in compliance
	e-ticket business 082 借款戶與	required by law and	資料為準。 Name, ID card	(以期限最長	foreign locations of	Bank. 二、依法令規定利	with laws and regulations
	存款户存	financial	number, gender,	者為準)	the subjects	一、依法令税足剂 用之機構(例	related to
	借作業綜	supervision 060 金融爭議處	date of birth,	The retention	of use.	如:本行母公	Personal
	合管理 082 Integrated	000 金融手議員 理	correspondence, and other details	period		司或所屬金融 控股公司	Information Protection, or
	management of	060 Handling of	as stated in the	stipulated		等)。	by means of
	loaner and	financial	relevant business application or	by the relevant		Institutions	international
	depositors' deposit and	disputes 061 金融監督管	contract are	laws and		that are required by	transmission.
	debit operations	理與檢查	based on the	regulations		law (e.g., the	
	112 栗據交換業務	Financial	actual personal information	(e.g., Business		Bank's	
	112 Bills and notes	Supervision	collected from	Accounting		parent company or	
	interchange business	and Inspection	customers or	Law, etc.) or		its financial	
	181 其他經營合於營	063 非公務機關	third parties (e.g., Consortium's	necessary		holding	
	業登記項目或組	依法定義務	Joint Credit	for the		company). 三、其他業務	
	織章程所定之業 務 (例如:黃金	所進行個人 資料之蒐集	Information	execution of business,		相關之機構	
	存摺業務、電子	員社之鬼亲。 處理及利用	Center) in connection with	or the		(例如:通匯 行、財團法人	
	金融業務、代理	063 Collection,	the Bank's	retention		1、 <u>州田</u> 居八 金融聯合徵信	
	收付業務、共同	processing,	business, accounts or	period stipulated		中心、財團法	
	行銷或合作推廣	and utilization of	services with	by		人聯合信用卡 處理中心、台	
	業務等。) 181 Other	personal	customers.	individual contracts		灣票據交換	
	businesses that fall	information by non-		for the		所、財金資訊	
	within the scope of	government		retention of		股份有限公 司、信用保證	
	the business registration or the	agencies as		information		機構、信用卡	
	Articles of	defined by law		(whichever		國際組織、收 單機構暨特約	
	Organization (e.g., gold passbook	069 契約、類似		is the longest)		商店等)。	
	business, electronic	契約或其他		iongest)		Other	
	finance business,	法律關係管 理之事務				business- related	
	collection, and payment business,	埋之事務 069Contracts,				institutions	
	joint marketing or	similar				(e.g., the corresponde	
	co-promotion	contracts, or				nt bank, the	
	business, etc.) 044 投資管理(限輕鬆	other legal relationship				Consortium'	
	理財帳戶適用)	management				s Joint Credit	
	044 Investment	matters 090 消費者、客				Information	
	management (applicable to	090 消買者、各 戶管理與服				Center, the	
	Easy Banking	務				National Credit Card	
	Accounts only)	090 Consumer,				Center, the	
	068信託業務(限輕鬆 理时編白海田)	Customer Management				Taiwan	
	理財帳戶適用) 068 Trust business	and Services				Check Clearing	
	(applicable to					House, the	
	Easy Banking	091 消費者				Checks	
L	Account only)					Clearing	

外匯業務	022 外匯業務	保護	House, the
Foreign	022 Foreign	091 Consumer	Financial
Exchange	exchange	Protection	Information
Business	business	098 商業與技	Service Co.,
	036 存款與匯款	術資訊	Ltd., credit
	業務	098 Business	guarantee
	036 Deposit and	and	agencies,
	Remittance	Technical	credit card
	business	Information	international
	082 借款戶與存款戶	104 帳務管理及	organization
	存借作業綜合管理	債權交易業	s, acquirers
	082 Integrated	務	and contract
	management of	104 Accounts	stores, etc.).
	loaner and depositor	Management	四、國內外依
	operations	and Debt	法有權機
	·F ·· ····	Transaction	關(包括但不
	088 核貸與授信業務	Business	限於金融監理
	088 Underwriting	135 資(通)訊	機關、司法、
	and credit operations	服務	税務機關或其
	·····	135 Information	他政府機
	106 授信業務	(Communica	M) •
	106 Credit business	tion)	Legally
		Services	competent
	154 徽信	136 資(通)訊與	authorities
	154 Credit collection	資料庫管理	at domestic
		具有中国 里 136Information	and foreign
	181 其他經營合於營	(Communica	(including
	業登記項目或組	tion) and	but not
	織章程所定之業	Database	limited to
		Management	financial
	務(例如:共同	management	supervisory
	行銷或合作推廣	137 資通安全	authorities,
	業務等。)	與管理	judicial,
	181 Other businesses		taxation
	that fall within	137 Information	authorities
	the scope of the	and Information	or other
	business	Information Security and	government
	registration or	Management	agencies).
	the Articles of	Management	五、客戶所同意
	Organization	157 調查、	之對象(例
	(e.g., joint	統計與研究	如本行共同
	marketing or co-		行銷或交互
	promotion	分析	運用客戶資
	business, etc.)	157 Surveys,	料之公司、
		Statistics	與本行合作
		and	
		Research	推廣業務之
		Analysis	公司等)。
		177 其他金融	The subjects
			consented
		管理業務	by the
		177 Other	customer
		financial	(e.g.,
		management	companies
		services	that jointly
		182 其他諮詢	market or
		與顧問服務	use customer
		182 Other	
		Consulting	information with the
		and Advisory	Bank,
		Services	companies
			-
			that
			cooperate with the
			Bank to
			promote
			their
			business,
		1	business,

	022 外匯業務	040 行銷	姓名、身	一、特定目	右邊「個	一、貴行(含受	符合個人資
信用卡/金	022 介匯 系務 022 Foreign	040 17 99 040 Marketing	斑石、牙 分證統一	一、将足日 的存續	石遼一個人資料利	本行委託	村合個八員 料保護相關
融卡業務	exchange business	040 Marketing 059 金融服務業依法令	分證就一 編號、性	期間。	用之對	處理事務之	州你设伯崩 法令以自動
Credit/	036 存款與匯款	規定及金融監理需	<i>骗 流、</i> 住 別、出生	The	- ホ 三 野 象 」 欄 位	委外機構)及	法 ~ 以目動 化機器或其
Financial	業務	要,所為之蒐集處	- 小・山 生 年月日、	duration	家」 禰位 所列之利	貴行境外營	他非自動化
Card	036 Deposit and	理及利用	千万日 通訊方式	for a	用對象其	業單位。	之利用方
Business	remittance	059 Collection,	及其他詳	specific	周 内及國	The Bank (including	之,初,175 式,或以國
	business	processing, and	如相關業	purpose.	外所在	external	際傳輸之方
	067 信用卡、轉帳	utilization of the	務申請書	二、依相關	地。	institutions	式處理或利
	卡或電子票證	financial services	或契約書	法令所	The	entrusted by the Bank to	用。
	業務	industry as	之内容,	定(例	"Subjects	handle its	The use of
	067 Credit card, transfer card.	required by law and financial	並以本行	如商業	of	affairs) and	automated
	or e-ticket	supervision	奥客户往	會計法	Personal	overseas	machines or
	business	060 金融爭議處理	來之相關	等)或因	Informati	business units of The	other non-
	082 借款戶與存款	060 Handling of	業務、帳	執行業務	on Use" column	Bank.	automated
	户存借作業綜	financial disputes	戶或服務	所必須之	on the	二、依法令規	means of use in
	合管理	061 金融監督管理與	及自客户	保存期間	right lists	定利用之	compliance
	082 Integrated	檢查	或第三人	或依個別	the	機構 (例 如:本行	with laws
	management	061Financial	處 (例	契約就資 料之保存	domestic	如・今行母公司或	and
	of loaner and	Supervision and	如:財團	料之保存 所定之保	and	所屬金融	regulations
	depositor	Inspection 063 非公務機關依法定	法人金融	月 月 足 之 保 存 年 限。	foreign	控股公司	related to
	operations 088 核貸與授信	義務所進行個人資	聯合徵信	(以期限最	locations of the	等)。	Personal Information
	業務	料之蒐集處理及利	中心)所	長者	subjects	Institutions	Protection, or
	75 477 088 Underwriting	用	實際蒐集	The	of use.	that are required by	by means of
	and credit	063 Collection,	之個人資	retention		law (e.g., the	international
	operations	processing, and	料為準。	period		Bank's	transmission.
	106 授信業務	utilization of	Name, ID	stipulated		parent company or	
	106 Credit business	personal	card	by the		its financial	
	154 徵信	information by	number, gender,	relevant		holding	
	154 Credit collection	non-government agencies as defined	date of	laws and regulations		company). 三、其他業務	
	181 其他經營合於	by law	birth,	(e.g.,		二、共他案務 相關之機構	
	營業登記項目 七旬姓音田公	069 契約、類似契約或	correspond	Business		(例如:通	
	或組織章程所 定之業務(例	其他法律關係管理	ence, and	Accounting		匯行、財團	
	足之案務 (例 如:共同行銷	之事務	other	Law, etc.)		法人金融聯	
	或合作推廣業 或合作推廣業	069 Contracts, similar	details as stated in	or		合徵信中	
	· 3.□11-推演来 務等。)	contracts, or other	the	necessary for the		心、財團法 人聯合信用	
	181 Other	legal relationship	relevant	execution		八	
	businesses	management matters	business	of business,		心、台灣栗	
	that fall within	matters 090 消費者、客户	application	or the		據交換所、	
	the scope of	管理與服務	or contract	retention		財金資訊股	
	the business	090 Consumer,	are based on the	period		份有限公	
	registration or the Articles of	Customer	actual	stipulated by		司、信用保 證機構、信	
	Organization	Management and	personal	individual		田卡國際組	
	(e.g., joint	Services	informatio	contracts		織、收單機	
	marketing or	091 消費者保護	n collected	for the		構暨特約商	
	co-promotion	091 Consumer Protection	from	retention		店等)。	
	business, etc.)	098 商業與技術資訊	customers or third	of informatio		Other	
		098 Business and	parties	n.		business- related	
		Technical	(e.g.,	(whichever		institutions	
		Information	Consortiu	is the		(e.g., the	
		104 帳務管理及債權交	m's Joint	longest)		corresponde nt bank, the	
		易業務	Credit			Consortium'	
		104 Accounts	Informatio			s Joint	
		Management and Debt	n Center) in			Credit	
		Transaction Business	connection			Information Center, the	
		135 資(通)訊服務	with the			National	
		135 頁(通) 新成務 135 Information	Bank's			Credit Card	
		(Communication)	business,			Center, the Taiwan	
		Services	accounts or			Check	
		136 資(通)訊與資料	services with			Clearing	
		庫管理	VV 1 L 11	1	1	House, the	1

136 Information (Communication) and Database Calcula Base Management Charlog Base Base 137 plate 大会大学文型 Charlog Base Base 137 plate 大会大学文型 Charlog Base Base Base Base Base Base Base Base			
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and Database Mauagement 137 環境会換考理 137 Information Scenrity and Management 第2分析 第2分析 第2分析 157 試量、執计表 第2分析 157 試量、執计表 第2分析 177 Ke金融管理系符 177 Ke金融管理系符 188 Ke 站功表類研測 版字 188 Ke 站功表類研測 版字 188 Ke 站功表類研測 版字 188 Ke 站功表類研測 版字 189 Ke 站功表類研測 版字 189 Ke 站功表類研測 版字 189 Ke 站功表類研測 版字 180 Ke Simple The Simp			
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137 Information and Information Security and Management i.t.d. credit garantec agencies, credit card international organization agencies, credit card international organization and contract and Research international organization and contract stores, etc.). 157 Site 4 & & & & & & & & & & & & & & & & & &			
Information Security and Management gaarantee supervises 157 現主、先計奏 研究分析 organization or			
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177 また。全融音変素務 3 法有視機、 177 Other financial Management services 第2:5:4:5:1:5:1:5:1:5:1:5:1:5:1:5:1:5:1:5:1			
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Action Act			
and Advisory and Advisory Services Services Competent authorities at domestic and foreign (including but not limited to financial supervisory authorities, judicial, traxiton authorities or other government agenciesh 差、多产所同意 之対象(例 为本行头同 行端或支互 運用客户實 料之公司、 其未考合作 涉身素考之 公司業)。 The subjects consented by the extoner information with the Bank, companies that conperate with the Bank to promote their Services Companies that C			
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foreign (including but not limited to financial supervisory authorities, judicial, taxation authorities or other government agencies). 五、家产所同意 之文部象(例 均本年失同 行端或文五 運用客产資 料之公司、 典本行灸作 排度常務之 公司等)。 The subjects companies that jointly market or use customer information with the Bank, companies that jointly market or use customer information with the Bank, to promote their business,			
(including but not limited to financial supervisory authorities, judicial, taxation authorities or other government agencies). 五、茶户所可意 之射象(約 少本行共同 子育解友又五 遅月を了責 料之公司、 実永行合作 特殊文変五 遅月を了責 料之公司、 実永行合作 特殊支支五 遅月を了責 料之公司、 実本行合作 特殊支支五 遅月を了責 代解文文五 辺見を了 行 料之公司、 実本行合作 特殊支支五 辺見を了 合 いた いた いた いた いた いた いた いた いた いた いた いた いた			
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二十二、立約人同意,於 貴行因遵循美國「外國帳戶稅收遵從法」(Foreign Account Tax Compliance Act)相關規定及所簽署之相關協議,或受美國國稅局或其他機關要求,而需提 供立約人包含但不限於姓名、地址、美國稅籍編號、帳號、帳戶餘額及交易明細之資訊時, 貴行有權提供此等資訊,無須再行徵得立約人之同意,倘有資訊不足時,立約人亦有義務依 貴行之請求向貴行為提供。

The Contractor agrees that if the Bank is required to provide information including, but not limited to, the Contractor's name, address, U.S. tax identification number, account number, account balance, and transaction details in compliance with the Foreign Account Tax Compliance Act (FATCA) of the United States and related agreements, or as requested by the IRS of the United States or other authorities, the Bank is entitled to provide such information without further consent from the Contractor, and the Contractor is obligated to provide such information to the Bank upon request in the event that such information is insufficient.

二十三、倘立約人拒絕履行前條資訊提供之義務、以任何方式阻擾 貴行為前條資訊之申報時, 或貴行有合理理由認定立約人有為前述行為之虞時, 貴行應訂三十日以上期間促請立約人 改善,倘於改善期間屆滿後立約人仍未改善, 貴行有權暫停帳戶全部或部分交易功能之服 務,匯入款項逕以退匯方式退回匯款行。 但於立約人親自臨櫃申請並提出改善完成或配合之 證明,經 貴行查證後判斷符合本開戶總約定書之要求時, 貴行將恢復帳戶之各項正常交 易功能。

If the Contractor refuses to comply with its obligation to provide the above information, or in any way interferes with the Bank's reporting of the above information, or if the Bank has reasonable grounds to believe that the Contractor might be doing so, the Bank shall provide a period of at least 30 days for the Contractor to make improvements. If after the expiration of the improvement period, the Bank reserves the right to suspend all or part of the transaction functions of the account and return the incoming funds to the remitting bank in the form of a refund. However, if the Contractor applies in person at the counter and provides proof of completion of improvement or cooperation, and the Bank verifies that the requirements of this Agreement are met, the Bank will restore the normal transaction functions of the Account.

二十四、立約人如有下列情形之一時, 貴行得拒絕開戶、暫時停止各項業務往來與交易、逕行關戶 或終止業務往來:

The Bank may refuse to open an account, temporarily suspend all business transactions, close the account or terminate business transactions if any of the following circumstances apply to the Contractor:

(1)立約人或其實質受益人、高階管理人、關聯人(如法定代理人、代理人、被授權人)、交易對象, 為資恐防制法指定制裁之個人、法人或團體,以及外國政府或國際組織認定或追查之恐怖分子 或團體時。

The Contractor or his/her actual beneficiaries, senior management, affiliates (such as legal representatives, agents, and authorized persons), or counterparties are individuals, legal entities, or groups designated and sanctioned by the Financing of Terrorism Prevention Acts, as well as

terrorists or groups identified or pursued by foreign governments or international organizations.
(2) 不配合審視(包括但不限於電話、信函或實地查核作業)、拒絕或拖延提供立約人、其實質受益人(包括但不限於股權結構、高階管理人員與關聯人等資料)客戶或對其有控制權之人等資訊,或對交易之性質與目的或資金來源不願配合說明等情事。

Failure to cooperate with the examination (including but not limited to telephone, letter, or on-site inspection), refusal or delay in providing information on the Contractor, the substantive beneficiary (including but not limited to information on the shareholding structure, senior management, and related parties), the customer or the person who has control over the Contractor, or unwillingness to cooperate in explaining the nature and purpose of the transaction or the source of funds, etc.

二十五、倘立約人拒絕配合審視本人及其實質受益人身分,或對交易之性質與目的或資金來源不願 配合說明等相關事宜, 實行得暫時停止交易,或暫時停止或終止業務關係。

If the Contractor refuses to cooperate in the examination of his or her identity and that of his or her substantive beneficiaries, or is unwilling to cooperate in explaining the nature and purpose of the transaction or the source of funds, the Bank may suspend the transaction or suspend or terminate the business relationship.

二十六、為遵循貴行、境外營業單位所在地或其他外國之監管機關、犯罪調查機關或司法機關有關防 制洗錢、打擊資恐、制裁、反武擴及其他為防制金融犯罪等目的所訂定之相關法律、規定或 命令,立約人同意,貴行或其境外營業單位得對立約人及/或其關係人於上述目的內,採取貴 行或其境外營業單位認為必要之措施,包括但不限於執行客戶身分持續審查措施、要求提供 實質受益人相關資訊,及/或要求說明交易之性質、目的、資金來源及提供佐證資料等。

In order to comply with the regulations stipulated by the Bank, the location of overseas business units, or other foreign regulatory agencies, criminal investigation agencies, or judicial agencies for the purpose of preventing money laundering, combating terrorism, sanctions, anti-armament expansion, and other financial crimes. The parties agree that the Bank or its overseas business units may take measures deemed necessary by the Bank or its overseas business units against the contracting party and/or its related parties for the above purposes, including but not It is limited to the implementation of continuous customer identity review measures, the requirement to provide relevant information on the actual beneficiary, and/or the requirement to explain the nature, purpose, source of funds and provide supporting information of the transaction.

二十七、立約人委託貴行代收之票據於運送途中,若發生票據被盜、遺失或滅失時,同意授權由貴行 或付款行代理本人辦理掛失止付及聲請公示催告、除權判決等事宜,並願意於發票人帳戶內 足付票面金額時,經取得票款後,其除權判決書由付款行作為沖銷帳款之憑證。 In the event of theft, loss, or extinction of the instrument(s) entrusted to the Bank for collection in transit, the Contractor agrees to authorize the Bank or the paying bank to act on my behalf to stop the payment of the instrument(s) and to apply for a public reminder or an exclusion judgment and is willing to pay the face amount of the instrument(s) in full in the account of the issuer, the exclusion judgment shall be used by the paying bank as evidence of the offset of the bill after obtaining the payment.

- 第二章、個別約定事項 Individual Agreements:
- 壹、新臺幣存款一般約定事項 General Agreement for NTD Deposits (SG11012)
- 一、立約人開立本約定書項下之存款帳戶時,應親持身分證及 貴行認定之證件,填寫印鑑卡、存款憑條,連同款項交付 貴行。活期儲蓄存款開戶以自然人或非營利法人為限。

When opening a deposit account under this Agreement, the Contractor shall present his or her identity card and documents approved by the Bank, fill out the seal card and deposit slip, and deliver them to the Bank together with the funds. The opening of a demand deposit account is limited to natural persons or non-profit corporations.

二、活期存款及活期儲蓄存款之存款利率,以 貴行牌告利率機動計息,利息於每年六月二十日及十二 月二十日各結算一次,計息起點為一萬元,每日存款最終餘額未達計息起點者,不予計息。各種 存款利息之計算,自存款日起算至計算日之前一日止,其利率均以年利率為準。活期性存款(支 票存款除外)為按日計息,並以 365 日為計息基礎。定期性存款足月部分按月計息(本金乘以年利 率、月數,再除以十二即得利息額),不足月部分,按日計息。

The interest rate for demand deposits and savings deposits shall be calculated at the interest rate indicated on the Bank's license plate, and the interest shall be settled on June 20 and December 20 of each year. Interest shall be calculated from \$10,000. If the final balance of the daily deposit does not reach the starting point, no interest shall be calculated. The interest rate for each type of deposit is calculated from the date of deposit to the day before the date of calculation, and the interest rate is based on the annual interest rate. Demand deposits (except check deposits) are interest-bearing on a daily basis and are calculated on a 365-day basis. Time deposits are interest-bearing on a monthly basis (the principal multiplied by the annual interest rate, the number of months, and divided by twelve to obtain the interest amount), and interest on a daily basis for deposits with less than one month.

三、立約人取款應憑存摺與取款憑條加蓋取款印鑑或以約定方式取款。存款應填寫存款憑條,如同時 存入現金與票據時應分別填寫存款憑條。存入之票據係屬委託 貴行代收性質,須經貴行認可,並 由立約人背書及填載存款帳號後方可存入,除貴行同意得先行抵用者外,需俟 貴行收存入帳後始 可支用。倘發生退票或糾葛情事,致未能收取票款時,先前所為登帳之記載,貴行得逕行更正之。 立約人一經貴行於合理作業期間內通知後,應即攜帶存摺及原留印鑑,向 貴行取回該退票,並辦 理更正存摺手續,惟該通知非 貴行之義務。該退票款項應由立約人自行追償之, 貴行並無代辦 票據權利保全手續之義務。

The Contractor shall withdraw the money with the passbook and the withdrawal slip with the withdrawal seal or in the agreed manner. Deposits shall be made by filling out deposit slip, such as cash and notes, respectively. The deposited notes are entrusted to the Bank for collection and must be approved by the Bank, endorsed by the Contractor, and filled in with the Deposit Account number before they can be deposited, except for those that the Bank agrees can be credited first. In the event of a returned check or dispute that prevents collection, the Bank may correct any previously recorded entries directly. Upon notice from the Bank within a reasonable period of time, the Contractor shall bring the passbook and the original seal to the Bank to retrieve the returned cheque and correct the passbook, but such notice shall not be an obligation of the Bank. The refunded cheque shall be recovered by the Contractor and the Bank shall not be obliged to take care of the preservation of the right of the cheque.

四、立約人之新臺幣存款餘額在一千元以下且最近三年以上(含)未有收付者, 貴行得定期逕轉為靜 止戶,不再另行通知;存款帳戶如約定提供金融卡、委託代繳公共事業費用、電話銀行等服務項 目者,自存款帳戶轉為靜止戶時終止使用,立約人須俟恢復往來後,再依 貴行規定重新申請使用; 靜止戶欲恢復往來應親自至 貴行或依 貴行規定之其他方式辦理。前述約定自 102 年 12 月起停止 適用,但對於 102 年 12 月前已轉入者,仍適用之。

If the balance of the Deposit Account is less than NT\$1,000 and has not been received or paid for more than

three years, the Bank may transfer the Deposit Account to a dormant account without further notice. If the Deposit Account is contracted to provide Financial Cards, public utility bills, Phone Banking services, etc., the use of the Deposit Account will be terminated upon the transfer to the dormant account. The Contractor must re-apply for the use of the account in accordance with the Bank's regulations after the resumption of transactions. A dormant account that wishes to resume transactions should come to the Bank in person or in other ways as prescribed by the Bank. The aforementioned agreement shall cease to be applicable as of December 2013, but shall still be applicable to those who have transferred to the Bank before December 2013.

五、立約人更換印鑑,應向原開戶行辦理 The Contractor shall change the seal with the original bank.

六、立約人應妥善保管存摺及取款印鑑,如有遺失、滅失、被竊或其他情事而脫離佔有時,應以電話或以網路 或於營業時間內親自向 貴行辦理掛失,在 貴行受理掛失並辦妥電腦登錄以前,已經付款者,對立約人仍生 清償之效力,以電話或以網路掛失者,應儘速補齊書面文件。

The Contractor shall keep the passbook and the withdrawal seal in a safe place, in the event of loss, extinction, theft, or other circumstances, the Contractor shall apply for the loss by telephone or online, or in person to the Bank during business hours. If the payment has been made before the Bank accepts the loss and completes the computer registration, it will still be effective for the Contractor. If the loss is reported by phone or online, the written document should be replaced as soon as possible.

七、匯入匯款或存入款項如因其他金融同業或 貴行之誤寫帳號、戶名、金額、操作錯誤或電腦設備故障等原因, 致發生誤入立約人帳戶或溢入情事或匯入匯款未能依匯款行指示入 貴行帳戶者,一經發覺, 貴行得立即追 還並更正之。

If a remittance or deposit is made to the account of the Contractor or to the Bank by mistake due to a misspelling of the account number, account name, amount, operational error, or computer equipment failure by other financial institutions or the Bank, or if the remittance is not credited to the account of the Bank in accordance with the instructions of the remitting bank, the Bank may recover and correct the amount immediately upon discovery.

八、立約人當日於開戶行或代收付行存入之款項(不含交換票據)於開戶行均可提領。

The amount deposited by the Contractor with the Bank or the collecting bank on that day (excluding exchange bills) can be withdrawn at the Bank

※公教人員儲蓄存款特別約定事項 Special Agreement for Public and Education Servants Savings Deposit:

一、立約人活期儲蓄存款帳戶之存款餘額在 貴行所訂優惠額度內參照 貴行「二年期定期儲蓄存款」牌告利率 機動計息,超出優惠額度部分則依貴行「活期儲蓄存款」牌告利率計息。前項所稱「優惠額度」為正式職員新臺幣 70 萬元(含)、工友 35 萬元(含)。本帳戶每月限存入一次,每一正式職員每月最高儲蓄額為新臺幣 壹萬元、工友新臺幣伍仟元。存戶得隨時提款,惟提款後不得再透過任何方式存入。

The balance of the Contractor's savings account is within the preferential limit set by the Bank, and the interest rate will be calculated according to the Bank's "Two-Year Time Savings Deposit" license rate, while the amount exceeding the preferential limit will be calculated according to the Bank's "Current Savings Deposit" rate. The "preferential amount" mentioned above is NT\$700,000 (inclusive) for regular employees and NT\$350,000 (inclusive) for workers. The maximum amount of savings per month is NT\$10,000 for regular employees and NT\$5,000 for workers. Depositors may withdraw at any time, but no further deposits may be made by any means after withdrawal.

二、開戶後,立約人之服務機關將於每月發薪時彙整儲存款明細,連同儲存款項,代向 貴行辦理。倘 立約人因退休、離職或解職時,立約人同意貴行得逕將該『公教人員活期儲蓄存款帳戶』改為 『一般活期儲蓄存款帳戶』,並以一般活期儲蓄存款帳戶利率計息。

After the account is opened, the service agency of the Contractor will compile the details of the Deposit at the time of monthly payroll and submit them to the Bank on behalf of the Contractor together with the Deposit. If the Contractor retires, resigns, or is dismissed, the Contractor agrees that the Bank may change the "Public and Education Servants Savings Account" to a "General Savings Account" and the interest rate will be charged on the General Savings Account.

- 貳、新臺幣綜合存款約定事項(CP11004) The Agreement for NTD Composite Deposit (CP11004)
- 一、本存款係以 貴行活期存款或活期儲蓄存款、定期存款或定期儲蓄存款及擔保放款,綜合納入同一 存摺內,立約人得憑該存摺,與存款憑條或取款憑條,或依其他約定方式,辦理存取款及質借, 但立約人委託 貴行代繳各種公用事業費用及稅捐時, 貴行得逕行撥付。

The Deposit is a composition of demand deposit or demand savings deposit, time deposit or time savings deposit, and guaranteed lending of the Bank in the same passbook. The Contractor may use the passbook, together with the Deposit or withdrawal slip, or in any other manner as agreed, to make withdrawals and loans. However, if the Contractor entrusts the Bank to pay various public utilities and taxes on his/her behalf, the Bank may make direct payments.

二、立約人同意如欲變更申請書第貳(一)項轉存定期性存款之儲存期間及金額時,應先填具解除申 請書後重新填具約定書,再依新約定條款辦理自動轉存。

The Contractor agrees that if he/she wishes to change the period and amount of time deposit in item 2(a) of the application form, the Contractor shall first fill out the application form for cancellation and then fill out a new contract, and then apply for automatic transfer in accordance with the terms of the new contract

三、立約人願意將本存款項下現在及將來所存入之定期性存款悉數設定質權出質與 貴行,以供立約人 現在及將來在本存款帳戶陸續質借之擔保或作為立約人及第三人於 貴行現在及將來一切債務之擔 保。立約人並聲明絕不將本存款轉讓或設定質權於第三人。

The Contractor is willing to pledge all of the time deposits deposited under the Deposit to the Bank for the purpose of guaranteeing the Contractor's present and future pledges in this Deposit Account or for guaranteeing the present and future debts of the Contractor and third parties with the Bank. The Contractor hereby declares that he/she will not assign or create any pledge of the Deposit to any third party.

四、本存款項下之活期性存款,如因取款或其他交付款項而致存款餘額不足支付時,其差額即為立約 人借款金額,立約人不另簽具借款憑證。 貴行得在立約人存於本存款項下之定期性存款總額,在 貴行核定之質借成數及最高額度範圍內由立約人陸續質借,以供支付。惟立約人如係非屬完全行 為能力人時, 貴行得禁止立約人辦理超過本存款項下之活期性存款帳載餘額之取款或其他交付款 項交易,定期性存款之質借則依 貴行存單質借作業規定採逐筆簽具借款憑證方式辦理。前述質借 之期限,均不得超過本存款項下各筆定期性存款之到期日。 If the balance of the demand deposit under the Deposit is not sufficient for payment due to withdrawal or other payment, the difference shall be the amount borrowed by the Contractor and the Contractor will not issue a separate certificate of borrowing. The total amount of time deposits deposited by the Contractor under the Deposit may be pledged by the Contractor for payment within the pledging ratio and the maximum amount approved by the Bank. However, if the Contractor is not a person of full capacity, the Bank may prohibit the Contractor from making withdrawals or other payment transactions in excess of the account balance of the demand deposit under the Deposit. The pledges of time deposits are made in accordance with the Bank's regulations on the pledging and should sign the certificate of pledge case by case. The maturity of the aforementioned pledge shall not exceed the maturity date of each time deposit under the Deposit.

五、前條質借之本息或遞延利息、違約金及其他費用, 貴行得就立約人日後存入本存款項下之活期性 存款或定期性存款經中途解約或到期結清之款項優先自動抵償,如抵償後有剩餘,款項將轉入本 存款項下之活期性存款帳戶內。

The principal, interest, deferred interest, liquidated damages, and other charges on the pledged loan shall be automatically reimbursed by the Bank in priority to the amount of the demand deposit or time deposit deposited under this deposit when it has been canceled or matured, and if there is any remaining balance after reimbursement, the amount shall be transferred to the demand deposit account under this deposit.

六、本存款項下活期性存款之利息,按 貴行存款牌告之利率計息;定期性存款按 貴行各存期牌告利 率採機動或固定方式計息。其利息除依存款性質特別約定者外,由 貴行自動轉帳存入本存款項下 之活期性存款帳戶內。質借款項之計息,依 貴行綜合存款質借計息規定辦理,利息自借款日按 貴行所訂利率計付,每月結息一次;如遇 貴行調整存款利率時,除固定計息者外, 貴行得隨時 調整之。借款利息並由 貴行逕行以轉帳方式沖還或滾入借款額。如質借款額到期未清償,立約人 願照 貴行有關規定支付利息、遞延利息及違約金。前項質借款本息如逾借款限度時,立約人應即 存入款項補足逾限額,否則經 貴行通知後兩個月內仍未為清償時, 貴行得將定期性存款解約以 清償借款本息、遞延利息及違約金。

Interest on demand deposits under this deposit shall be calculated at the interest rate listed on the Bank's deposit board. Interest on time deposits shall be calculated either on a floating or fixed basis at the interest rate listed on the Bank's deposit board. Unless otherwise specified by the nature of the Deposit, the interest shall be automatically transferred by the Bank to the demand deposit account under the Deposit. The interest on the pledged loans shall be calculated in accordance with the interest rate regulations of the Bank and shall be payable from the date of borrowing at the rate set by the Bank may adjust the interest rate at any time, except for fixed interest rates. The interest on the loan shall be repaid to the Bank by transfer or rolled over to the borrowed amount. If the pledged loan amount is not paid off when due, the Contractor shall pay interest, deferred interest, and liquidated damages in accordance with the Bank's regulations. If the principal and interest of the pledged loan exceed the borrowing limit, the Contractor shall immediately deposit funds to cover the excess amount, otherwise, if the pledged loan is not repaid within two months after notice from the Bank, the Bank may cancel the time deposit to settle the principal and interest of the pledged loan, the deferred interest, and the liquidated damages.

- 七、計息方式一經選定,在存期中即不得再申請變更,惟已辦理自動轉期/自動轉存者於存期中遇有其 原約定計息方式 貴行未掛有牌告時,存戶可在到期時/轉存時持存單/存摺及留存印鑑申請變更約 定事項,其未辦理者,於轉期/轉存當日,貴行將依掛有牌告之同期計息方式辦理轉存續存。
 - Once the interest-bearing method is selected, no further application for change shall be made during the term of deposit, except for those who have applied for automatic rollover/auto-transfer if the Bank has not posted the original interest-bearing method during the term of deposit, the depositor may apply for a change of the contract at the time of maturity/transfer with the deposit slip/passbook and the retained seal, and if Contractor has not done so, the Bank will apply for renewal of the Deposit at the date of rollover/transfer in accordance with the same interest-bearing method posted.
- ※青年優加率優惠存款特別約定事項 Special Agreement for Preferential Deposit for Youth
- 一、立約人綜合存款戶之活期儲蓄存款餘額,於 貴行所訂之「薪資轉帳最高存款餘額」(目前為新 臺幣 200 萬元,貴行得視需要公告調整之)內,按 貴行「薪資轉帳活期儲蓄存款」牌告利率計 息,超過部分改按一般活期儲蓄存款牌告利率計息。

Within the "Maximum Balance of Payroll Transfer Savings Deposit " (currently at NT\$2,000,000, subject to adjustment by the Bank as necessary), the interest rate of the Preferential Deposit account of the Contractor will be charged at the Bank's "Payroll Transfer Savings Deposit" interest rate, while the interest rate of the excess balance will be charged at the normal savings deposit interest rate.

二、立約人當月活期儲蓄存款平均餘額達新臺幣 50,000 元(含)以上,次月享有跨行提款免手續費 2 次及跨行轉帳免手續費 1 次,貴行得視需要公告調整本條手續費優惠辦法,立約人並同意自調整 之日起適用 貴行公告之內容,且無須另行通知立約人。

If the average balance of the current savings deposit reaches NT\$50,000 (inclusive) or more in a month, the Contractor shall be entitled to two inter-bank ATM withdrawal fee waivers and one inter-bank ATM transfer fee waiver in the following month, the Bank may announce the adjustment of the processing fee policy as necessary, and the Contractor agrees to apply the content of the Bank's announcement from the date of adjustment without prior notice to the Contractor.

三、立約人同意於年滿三十歲(含當日)後,由 貴行逕行將該帳戶改按一般活期儲蓄存款牌告利率 計息,並取消上述手續費優惠。

The Contractor agrees that after reaching the age of 30 (including that date), the Bank will directly change the interest rate of the account to the normal savings deposit interest rate and cancel the abovementioned processing fee offer.

※起家金存款特別約定事項 Special Agreement for Chijiajin Deposit:

一、立約人為辦理起家金存款業務,同意於貴行開立新臺幣綜合存款帳戶(下稱專案帳戶),並使用貴 行提供之專屬版面綜合存款存摺。

The Contractor agrees to open an NTD Composite Deposit Account (hereinafter referred to as "Project Account") with the Bank and to use the special layout of the Composite Deposit Passbook provided by the Bank for the purpose of the Chijiajin Deposit.

二、立約人知悉並同意,起家金存款之種類為活期儲蓄存款或活期存款,故本專案帳戶下活期儲蓄存款或活期存款業務,應優先依據本特別約定事項辦理;若本特別約定事項未有規範,則仍依據新 臺幣綜合存款約定事項辦理。另,本專案帳戶不得辦理定期存款質借,且結清銷戶後不得再行開 立本專案帳戶。

The Contractor acknowledges and agrees that the type of deposit is a demand savings deposit or a

demand deposit, therefore, the demand savings deposit or demand deposit business under the Project Account shall be handled in accordance with this special agreement and if it is not regulated, the agreement for the NTD Composite Deposit will be followed. In addition, time deposit pledges are not allowed in this Project Account, and this Project Account cannot be opened again after the account is closed.

三、辦理對象 Target Customer:

持財團法人北港朝天宮(以下簡稱朝天宮)發給活動憑證之本國自然人,得以本人名義,或擔任代表 人(負責人)之公司行號/機關團體名義開戶。每人限開乙戶。

A natural person holding a certificate of activity issued by the Beigang Chaotian Temple (hereinafter referred to as Chaotian Temple) may open an account in the Contractor's own name or in the name of the company or organization of which the Contractor is the representative (responsible person). Each person is limited to opening an account.

- 四、開戶 Account Opening:
 - (一) 立約人限以臨櫃方式辦理開戶手續。

The Contractor can only open an account through the counter.

- (二) 立約人應持朝天宮開立之活動憑證,及貴行規定之開戶應備身分證件及相關文件辦理開戶。 The Contractor shall open an account with the activity certificate issued by Chaotian Temple and the required identity documents and related documents stipulated by the Bank.
- (三) 起存額(起家金存款)新臺幣 100 元。

The initial deposit amount (Chijiajin Deposit) is NT\$100.

五、專案帳戶計息方式:起家金存款採分段計息,並按貴行牌告之起家金存款利率機動計息。 Interest calculation method of the account: The Chijiajin deposit shall bear interest in installments and shall be subject to the floating interest rate of the Chijiajin deposit as stated in the Bank's announcement.

六、立約人同意貴行保有隨時終止、修改或暫停辦理本專案業務及特別約定事項之權利。

The Contractor agrees that the Bank has the right to terminate, modify or suspend the operation of the Program and special agreement at any time.

參、新臺幣定期性存款約定事項(不包括可轉讓定期存單)(TD10911)

The Agreement for NTD Time Deposit (excluding negotiable time certificate of deposit) (TD10911)

一、本存款利率依起存當時約定期別之 貴行牌告利率計息,採固定方式計息者,其利率固定不變,採 機動方式計息者於存款期間內,如遇 貴行牌告利率調整時,自調整日起改按新利率分段計息(零 存整付除外)。本存款利率計息方式,一經選定,中途不得要求變更。

The interest rate of this deposit is based on the interest rate of the Bank at the time of deposit. If the interest rate is fixed, the interest rate will remain unchanged. If the interest rate is calculated mechanically, the interest rate will be changed to the new interest rate from the date of adjustment (except for installment saving) during the deposit period. Once the interest rate of this deposit is selected, no change can be requested in the interim.

二、本存款非經 貴行同意,不得轉讓或質押予第三人。

The Deposit may not be transferred or pledged to a third party without the Bank's consent.

三、本存款得由立約人憑存單質借,其質借成數依主管機關規定辦理。

The Deposit may be pledged by the Contractor with the deposit certificate, and the pledged amount shall be subject to the regulations of the competent authorities.

四、立約人未存滿約定期限於中途要求提取者,應於七日前通知 貴行或經 貴行同意後辦理中途解約。 中途解約時應將該筆存款一次結清,其利息之計算方式如下:

If the contractor requests to withdraw the Deposit before the maturity date of the agreed period, he/she shall notify the Bank seven days in advance or cancel the contract after obtaining the Bank's consent. The interest shall be calculated as follows:

(一)未存滿一個月者,不予計息。

Interest will not be calculated for deposits of less than one month.

(二)存滿一個月以上者(包括不足整月之零星日數)均按實存相當期間定期存款之利率單利八折計息。

For deposits of one month or more (including fractional days of less than one month), the interest

shall be calculated at a 20% discount from the time deposit rate for the same period.

(三)存期內遇有利率調整應以起存日之牌告利率為準,採機動利率計息者,按其實存期間之

牌告利率分段計息。

In case of interest rate adjustment during the deposit period, the interest rate shall be based on the posted interest rate on the date of deposit, for those who adopt the floating interest rate, the interest shall be calculated in installments according to the posted interest rate during the actual deposit period.

五、本存款如逾期提領,逾期利息按提取日貴行活期存款牌告利率折合日息單利計息,但該存款到期 日至提取日期間,貴行活期存款牌告利率如有調整,應按調整之牌告利率折合日息分段計息。

If the Deposit is withdrawn after the maturity date, the overdue interest shall be calculated by converting the daily interest rate to simple interest at the rate listed by the Bank on the date of withdrawal, but if the interest rate listed by the Bank on the date of withdrawal is adjusted during the period from the maturity date to the date of withdrawal, the interest shall be calculated at the adjusted rate

If the interest rate is adjusted between the maturity date and the date of withdrawal, the interest shall be calculated by dividing the daily interest rate by the adjusted rate and converting it to the daily interest rate in installments.

- 六、立約人欲於存款到期時自動轉期續存者(零存整付除外),應於存款起存日約定或到期日前填具定期 性存款自動轉期申請書暨約定書,蓋妥原留印鑑檢附存單向開戶行辦理。 If the Contractor wishes to renew the Deposit by automatic rollover at maturity (except for installment saving), he/she should apply to the original account opening Bank and fill in the application form for automatic rollover of time deposit and the agreement sealed with the original seal and the deposit certificate before the Deposit start date or maturity date.
- 七、本存款辦理之自動轉期續存,限與原存款同種類、同期限,自動轉期後之新存款利率依轉存日 貴 行新臺幣存款牌告利率辦理。自動轉期期間內均沿用原存單,不另換發新存單。自動轉期後,到 期利息之處理如未做約定時, 貴行僅需辦理到期本金之續存,其所孳生之利息由存户自行來行領 取(整存整付不在此限)。

The automatic rollover of this deposit is limited to the same type and maturity as the original deposit and the interest rate of the new deposit after the automatic rollover is based on the interest rate listed by the Bank on the date of rollover. The original certificate of deposit will be used during the rollover period and no new certificate of deposit will be issued. If there is no agreement on the handling of interest at maturity after the automatic rollover, the Bank is only required to renew the principal at maturity, the interest accrued will be collected by the Contractor (except for the round-amount saving deposit).

八、立約人同意 貴行新增或取消大額存款牌告利率或調整大額存款額度時,立約人於異動前收存之未 到期機動計息之大額定期性存款,按下述規定適用牌告利率:

The Contractor agrees that if the Bank adds or cancels the interest rate of the large deposit or adjusts the amount of the large deposit, the unmatched interest-bearing large time deposit received by the Bank prior to the change, the interest rate shall be subject to the following provisions:

(一)起存時 貴行無牌告大額存款機動利率,未到期前 貴行新增大額存款牌告機動利率者,仍依 貴行一般存款牌告機動利率計息。如轉期日所存之金額,已達貴行大額存款之額度時,利率 將改按貴行大額存款牌告利率計息。

If the Bank does not have an interest rate for large deposits at the time of initial deposit, and the Bank has added an interest rate for large deposits before maturity, the interest rate shall be based on the Bank's regular interest rate for large deposits. If the amount deposited on the rollover date has reached the amount of the Bank's large deposit, the interest rate will be changed to the interest rate listed on the Bank's large deposit.

(二)起存時採 貴行大額存款牌告機動利率,未到期前 貴行取消該大額存款牌告機動利率者,自 貴行取消大額存款牌告日起改按 貴行一般存款牌告機動利率計息。若 貴行大額存款額度變 更,改適用符合原存款金額之大額存款牌告機動利率計息,若無法適用時,改按 貴行一般存 款牌告機動利率計息。

The Bank's interest rate for the large deposit was chosen at the time of the initial deposit, and if the Bank cancels the interest rate of the large deposit before maturity, the interest shall be calculated at the Bank's regular deposit rate from the date the Bank cancels the interest rate for the large deposit. If the amount of the large deposit is changed from the Bank, then the interest rate will be calculated at the same floating rate as the original amount of the large deposit, or if it is not applicable, the interest rate will be calculated at the Sank's regular deposit rate instead.

肆、存摺存款戶申請全行收付約定事項(TT11208)

The Agreement of Passbook Deposit Account Application for Bank-wide Collection and Payment

一、立約人應選妥易於熟記具隱密性的四位數密碼,惟不得為四個「0」或出生月日,密碼變更,應依 貴 行規定填具全行收付密碼變更申請書後辦理。

The Contractor should choose a four-digit PIN that is easy to remember and has a high degree of privacy, but not four "zeros" or the date of birth, and the PIN should be changed by filling out an application form for changing the PIN for Bank-wide collection and payment in accordance with the Bank's regulations.

二、立約人如為申請全行收付密碼單者, 貴行於立約人簽立本約定書時製發一組四位數識別密碼做為初始 密碼交予立約人使用,密碼變更時,立約人應依 貴行規定填具全行收付密碼變更申請書辦理。

If the Contractor applies for a Bank-wide PIN, the Bank shall issue a 4-digit PIN as the initial PIN to the Contractor when the Contractor signs this Agreement, and when the PIN is changed, the Contractor shall apply for the change of the Bank-wide PIN in accordance with the Bank's regulations.

三、立約人得憑原留印鑑及存摺,向 貴行辦理密碼查詢,取款時應於 貴行之密碼輸入器輸入密碼,若同 一日內取款密碼錯誤三次,當日不再受理提領。

The Contractor may apply for PIN inquiry at the Bank with the original seal and passbook and should enter the

PIN at the Bank's password input device when withdrawing funds. If the password for withdrawal is incorrect three times on the same day, the withdrawal will be no longer accepted on that day.

四、斷線時暫停本項服務,惟經立約人於存款憑條背面聲明於 貴行未恢復連線作業前,不動用該筆存款者, 貴行得予受理。

If the service is suspended when the service is disconnected, the Bank may accept the Deposit if the Contractor declares on the back of the deposit slip that he/she will not use the Deposit until the Bank resumes the connection operation.

五、於代收付行存提款項必須攜帶存摺,惟以印妥帳號、戶名之專用存款憑條及免摺存款憑條存入者得免 提示存摺。

The Contractor must bring the passbook to deposit and withdraw money from the collection and payment bank, but if a dedicated deposit slip with a printed account number and account name and a passbook-free deposit slip, the Contractor will be exempted from presenting the passbook.

六、必要時, 貴行得終止立約人之全行收付。

If necessary, the Bank may terminate the Bank-wide collection and payment services of the Contractor.

伍、活期(儲蓄)存款契約附屬金融卡條款(CA11102)

The Agreement of the Financial Card attached to the Demand (Savings) Deposit Contract (CA11102) 立約人茲向 貴行申請具有下列功能之金融卡壹份:

The Contractor hereby applies to the Bank for the Financial Card with the following functions:

(一) 一般功能:存款、提款、轉帳(須於「開戶申請書暨約定書」或「臺灣企銀晶片/感應式 金融卡、簽帳金融卡、COMBO 卡申請、異動暨約定書」另行約定)、繳稅(費)、 密碼變更、查詢餘額之功能。

General functions: Deposit, withdrawal, transfer (as specified in the "Account Opening Application and Agreement" or the "Application, Amendment and Agreement for Taiwan Business Bank Chip/Induction-based Financial Card, Debit Card, and COMBO Card"), tax payment, password change, and balance inquiry functions.

(二) 附加金融功能:依「開戶申請書暨約定書」或「臺灣企銀晶片/感應式金融卡、簽帳金融卡、
 <u>COMBO 卡申請、異動暨約定書」勾選之卡片服務功能。</u>
 <u>Additional financial functions: The card service functions as checked in the "Account Opening</u>"

Application and Agreement" or the "Application, Amendment and Agreement for Taiwan Business Bank Chip/Contactless Chip ATM Card, Debit Card, and COMBO Card".

雙方嗣後往來願遵守下列各約定條款,如另需要信用卡或國際提款之功能,立約人應另行簽訂信用卡 或國際提款作業契約:

Both parties are willing to abide by the following terms and conditions in the future. If the credit card or international cash withdrawal function is required, the Contractor shall sign a separate credit card or international cash withdrawal operation contract:

一、領取、啟用及作廢:立約人如領取金融卡、密碼函及辦理啟用登錄手續者,應親持身分證明文件 及原留印鑑至原開戶行或聯行(該帳戶須有全行收付功能)辦理,凡委託他人代領取卡片(密碼函)另 依代領用程序辦理。

Collection, activation, and revocation: The Contractor who wants to collect the Financial Card, PIN, and apply for activation of registration shall apply it in person with the identity document and the original seal

at the original account opening bank or at an associated bank (the account must have the bank-wide collection and payment function), and if the Contractor entrusts the others to collect the card (PIN), the procedure for collecting the same shall be followed separately.

立約人自申請日起算逾 12 個月未領取晶片金融卡者(COMBO 卡及簽帳金融卡為6 個月), 貴行得將金融卡及密碼函逕行作廢。採預製金融卡或簽帳金融卡(含密碼)者,立約人於辦妥 開戶及填具存款約定書後,即可領取金融卡或簽帳金融卡(含密碼函),並辦理啟用登錄手續。 If the Contractor has not collected the chip card for more than 12 months from the date of application (6 months for COMBO card and Debit card), the Bank may cancel the card and PIN. For pre-made Financial

Cards or Debit Cards (including PIN), the Contractor can obtain the Financial Card or Debit Card (including PIN) after opening an account and completing the deposit agreement, and then applying for activation of registration.

二、密碼變更:立約人如欲變更密碼者,得利用自動化服務設備或其他設備(如網路 ATM)自行更改密碼,其次數不受限制。<密碼設定安全事宜:建議不設定與立約人個人顯性資訊(如生日、身分證、 車號、電話號碼、帳號及相關資料號碼)相同之密碼,且密碼資訊不書寫於實體卡片上,並須定期 變更密碼。>

Password change: If the Contractor wants to change the password, he/she can use automatic service equipment or other equipment (such as Internet ATM) to change the password by themself, and there is no restriction on the number of times to change the password. <Password setting security matters: It is recommended not to set a password with the same personal information of the Contractor (such as birthday, ID card, car number, telephone number, account number, and related data number), and the password information is not written on the physical card, and the password should be changed periodically. >

- 三、存款金額之限制 Limitation of the deposit amount:
 - (一)立約人使用 貴行金融卡於 貴行自動化服務設備存入現金時,存入該金融卡之對應存款帳戶,每筆 最高限額為新臺幣5萬元,每日累計存入金額則不受限制;存入其他活期性存款帳戶,每一金融卡 每筆最高限額及每日累計存入限額均為新臺幣3萬元。

When the Contractor uses the Bank's Financial Card to deposit cash at the Bank's automated service facilities, the maximum amount of each deposit to the corresponding deposit account of the Financial Card is NT\$50,000 and the cumulative daily deposit amount is not limited; for depositing into other current deposit account, the maximum limit for each Financial Card and the cumulative deposit limit each day are NT\$30,000.

(二)立約人以無卡方式於 貴行自動化服務設備存入現金時,限存入 設於貴行之活期性存款帳戶。每一 存入帳戶之每筆最高限額及每日累計存入限額均為新臺幣3萬元。

When the Contractor deposits the cash without a card at the Bank's automated service facilities, the Deposit is limited to the demand deposit account maintained at the Bank. The maximum amount per deposit account and the cumulative daily deposit limit for each deposit account are both NT\$30,000.

四、提款、轉帳及消費金額之限制(新臺幣):

Limitations on withdrawals, transfers, and spending (NTD):

<u>項目\限額</u>	每筆最高限額	<u>每日累計限額</u>
Items\Limit	Maximum amount	Daily Accumulation
	per transaction	<u>Limit</u>

<u>提款</u> <u>Withdrawals</u>	<u>自行 3 萬元</u> <u>NT\$30,000 on the</u> <u>Bank</u> <u>跨行 2 萬元</u> <u>NT\$20,000 Interbank</u>	<u>10 萬元</u> <u>NT\$100,000</u>
<u>約定轉帳</u> <u>Agreed Transfers</u>	<u>自行 300 萬元</u> <u>NT\$3,000,000 on</u> <u>the Bank</u> <u>跨行 200 萬元</u> <u>NT\$2,000,000</u> <u>Interbank</u>	<u>300 萬元</u> <u>NT\$3,000,000</u>
<u>非約定轉帳</u> <u>Non-agreed Transfers</u>	<u>自行3萬元</u> <u>NT\$30,000 on the</u> <u>Bank</u> <u>跨行3萬元</u> NT\$30,000 Interbank	<u>3 萬元</u> <u>NT\$30,000</u>
<u>簽帳金融卡刷卡消費</u> Spending with Debit <u>Cards</u>	<u>5 萬元</u> <u>NT\$50,000</u>	<u>10 萬元</u> <u>NT\$100,000</u>
<u>消費 わ款 Smart Pay/ 威應式金融卡 Consuming Debit</u> <u>Smart Pay/Contactless</u> <u>Chip ATM Card</u>	<u>10 萬元/3 仟元</u> <u>NT\$100,000/3,000</u>	<u>10 萬元</u> <u>NT\$100,000</u>
<u>跨境線上購物</u> (<u>跨境匯出)</u> Cross-border Online Shopping (Cross-border <u>Remittance)</u>	<u>10 萬元</u> <u>NT\$100,000</u>	<u>10 萬元</u> <u>(30 萬元/每月)</u> <u>NT\$100,000</u> (<u>NT\$300,000/per</u> <u>month)</u>

五、提款、轉帳限額、次數之調整及其揭示:前條所定之金額及次數, 貴行得視實際需要隨時調整, 貴行應於調整30日前,以顯著方式於 貴行營業處所及網站公開揭示之。

Adjustment of withdrawal, transfer limits, and frequency and their disclosure: The amount and frequency of withdrawal as specified in the preceding Paragraph may be adjusted by the Bank from time to time according to actual needs, and the Bank shall publicly disclose such adjustment in a prominent manner at the Bank's business premises and website 30 days prior to the adjustment.

六、存摺補登:立約人使用金融卡不受累積提款、轉帳次數或累計提款金額或進行非約定帳戶轉帳累 記金額須補登存摺,否則無法使用金融卡之限制。

Passbook replenishment: The use of the Financial Card is not subject to the restriction that the Contractor must replenish the passbook for the accumulated withdrawals, the number of transfers, the accumulated withdrawal amount, or the accumulated amount of non-contractual account transfers, otherwise the Financial Card cannot be used.

七、銀行協助事項:立約人使用金融卡辦理轉帳交易,應仔細檢核入戶之金融機構代號、帳號與金額, 倘因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:

Bank assistance items: Contractors using Financial Cards for transfer transactions should carefully check the financial institution code, account number, and amount entered into the account. If the financial institution code, deposit account number, or amount applied or entered by the Contractor is

incorrect, resulting in a transfer to another person's account or an erroneous transfer of funds, the Bank shall, upon notification by the Contractor, immediately handle the following matters:

(一)依據相關法令提供該筆交易之明細及相關資料。

Provide the details of the transaction and related information in accordance with the relevant laws and regulations.

(二)協助通知轉入行處理。

Assist in notifying the transferring bank of the transaction.

(三)回報處理情形。

Report on the handling of the transaction.

- 八、交易行為之效力:立約人如以金融卡及密碼在 貴行或參加金融資訊系統跨行連線之金融單位之 自動化服務設備或其他設備進行交易時,其交易與憑存摺印鑑所為之交易行為,具有同等之效力。 The validity of the transaction: If the Contractor uses the Financial Card and PIN to conduct a transaction at the automated service equipment or other equipment of the Bank or the financial unit participating in the inter-bank connection of the financial information system, the transaction shall have the same validity as the transaction made with the passbook and seal.
- 九、交易時點之認定 Recognition of transaction time:

跨行交易於星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非營業日之交易, 均歸屬次一營業日之帳務處理。交易是否係逾時交易,以貴行接獲檔案或資料之時間為準。

From Monday to Friday, 3:30 p.m. shall be used as the point of account separation for interbank transactions. Transactions that exceed the cut-off point and are not on a business day, then it shall be classified as the next business day. Whether a transaction is an overtime transaction is determined by the time the Bank receives the file or information.

十、國內提領外幣:立約人為年滿十六歲之自然人(含外國自然人)得使用金融卡領取外幣,於國內自動化服務設備所領取之外幣金額按交易當時 貴行掛牌外幣現鈔賣出匯率折合新臺幣金額扣帳(其他手續費詳如第十四條)。

Domestic withdrawal of foreign currency: If the Contractor is a natural person (including a foreign natural person) aged 16 or above may use a Financial Card to receive foreign currency. The amount of foreign currency received at the domestic automatic service facility shall be deducted from the amount of foreign currency at the exchange rate of the Bank's listed foreign currency notes sold and converted into New Taiwan Dollars at the time of the transaction (for other processing fees, please refer to Article 14).

十一、外幣交易授權結匯:立約人依前條持金融卡進行外幣交易時,授權 貴行為中華民國境內之 結匯代理人,依中央銀行相關規定及雙方約定,辦理結匯手續。

Authorized settlement of foreign currency transactions: When the Contractor conducts foreign currency transactions with the Financial Card in accordance with the preceding Article, the Contractor authorizes the Bank as the settlement agent within the ROC to settle the foreign currency transactions in accordance with the relevant regulations of the Central Bank and the agreement of both parties.

十二、金融卡功能之終止或暫停:立約人得隨時終止本金融卡服務功能之約定,除電話掛失外,應 親自至貴行辦理。如有下列情事之一者, 貴行得隨時終止或暫時停止提供金融卡之功能: Termination or suspension of the function of the Financial Card: The Contractor may terminate the service function of the Financial Card at any time, except for the loss of the Financial Card by telephone, and should go to the Bank in person to do so. The Bank may terminate or temporarily suspend the functions of the Financial Card at any time if any of the following events occur:

- (一)金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
 - The card is counterfeited, altered, or used for illegal purposes such as money laundering or fraud.
- (二)立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。

The Contractor's account is classified by law as a suspended, alert, or derivative control account. (三)立約人違反法令規定、損及 責行權益或有其他不法行為。

The Contractor violates the law, damages the Bank's rights, or commits other illegal acts.

十三、密碼使用錯誤次數及卡片留置、鎮卡之處理:立約人使用金融卡進行交易,如輸入密碼錯誤 連續達3次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形,遭自動化 服務設備鎖卡或留置時,除雙方另有約定外,立約人應親持身分證明文件及原留印鑑分別依 下列方式辦理:

Handling of incorrect PIN usage, card retention, and card lock: If the Contractor uses the Financial Card for transactions, and if Contractor enters the PIN incorrectly for three consecutive times, forgets to retrieve the Financial Card, uses the lost Financial Card for transactions or for other reasons, and the card is locked or retained by the automated service equipment, the Contractor shall, unless otherwise agreed by both parties, present the identity document and the original retained seal in person in the following manner:

(一)金融卡遭鎖卡時,得至原開戶行或 貴行指定處所辦理解鎖。

If the Financial Card is locked, the card may be unlocked at the original account opening bank or at the designated office of the Bank.

(二)金融卡遭留置時,應自留置之次日起算 14 個營業日內至原開戶行取回或換發新卡,逾期 6 個 月未取回, 貴行得將金融卡註銷。

If the Financial Card is placed on hold, the Financial Card shall be retrieved or replaced within 14 business days from the day after the date of retention. If the card is overdue for 6 months, the Bank may cancel the card.

十四、費用計收、調整及揭示:立約人使用金融卡所為各項交易或服務所生之費用如下:

Fees and charges, adjustments, and disclosures: The fees and charges incurred by the Contractor

for each transaction or service using the Financial Card are as follows:

(一)交易手續費類:

Transaction fees:

1、國內跨行提款:每次為新臺幣5元。

Domestic interbank withdrawal: NT\$5 per transaction.

2、國內跨行轉帳:

Domestic inter-bank transfer:

(1) 新臺幣 500元(含)以下,每一存款帳戶,每日優惠1次免收手續費,逾1次者,每筆收費 為新臺幣10元(當日未使用之優惠次數不累計至隔日使用)。

For each deposit account under NT\$500 (inclusive), the processing fee will be waived for one time per day, and NT\$10 for each time beyond that (the number of times not used on the same day will not be counted to the next day).

(2) 新臺幣 501 元至 1,000 元(含)以下,每筆收費為新臺幣 10 元。

Between NT\$501 and NT\$1,000 (inclusive), NT\$10 for each transaction.

(3) 逾新臺幣 1,000 元以上,每筆收費為新臺幣 15 元。

Above NT\$1,000, NT\$15 for each transaction.

3、國內跨行存款:每次為新臺幣15元。

本款第1、2目之費用雙方同意自立約人帳戶扣繳,第3目之費用則於每次交易金額內扣繳。

Domestic interbank deposits: NT\$15 per transaction.

The fees for items 1 and 2 of this paragraph are agreed to be deducted from the Contractor's account, while the fees for item 3 will be deducted from the amount of each transaction.

(二)服務費用類 Service Fees:

1、卡片解鎖:免費 Card unlocking: Free of charge.

2、補/換發新卡:每次為新臺幣100元,本費用於申請時向立約人收取。

Reissue/Replacement of new card: NT\$100 per instance, which will be charged to the customer upon application.

3、簽帳金融卡掛失費:新臺幣 200 元,本費用於次期帳單列示收取。

Loss fee of Debit Card: NT\$200, which will be charged on the next bill.

第一項費用應以顯著方式於 貴行營業場所及網站公開揭示。

The first paragraph fee shall be publicly disclosed in a prominent manner at the Bank's business locations and website.

第一項第(二)款之服務費用,非經 貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由 所致者,不得收取之。立約人因卡片須解鎖或補、換發,而發生損害者, 貴行應負賠償責任, 但 貴行證明其就卡片須解鎖或補、換發係不可歸責者,不在此限。

The service fee in paragraph 1(2) shall not be charged unless the Bank proves that the card has to be unlocked or reissued or replaced due to a reason attributable to the Contractor. The Bank shall be liable for any damages incurred by the Contractor as a result of the unlocking, reissue, or replacement of the Card, except where the Bank proves that the unlocking, reissue, or replacement of the card is not attributable to the Bank.

十五、金融卡遺失、滅失、被竊或其他喪失占有:立約人應妥善保管金融卡,如有遺失、滅失、被竊 或其他喪失占有或密碼洩漏、遺忘等情形時,應即親持身分證明文件及原留印鑑或電話向 貴行 辦理掛失手續。未辦理掛失手續前而遭冒用, 貴行已經付款者,視為對立約人已為給付。但 貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務,或有其 他可歸責之事由,致立約人密碼被冒用或盜用者,仍應由 貴行負責。

Loss, extinction, theft, or other loss of possession of the Financial Card: The Contractor shall take proper care of the Financial Card and shall immediately apply to the Bank in person with proof of identity and the original seal or by telephone for the loss of the Financial Card in the event of loss, extinction, theft or other loss of possession or leakage or forgetting of the PIN. Any fraudulent use before applying for the loss of the card and the Bank shall be deemed to have paid to the Contractor if payment has been made. However, the Bank shall be responsible for any fraudulent or unauthorized use of the Contractor's password due to the failure of exercising due diligence in the control of the information system by the Bank or any other financial institution to which the automatic service equipment belongs, or any other imputable causes.

十六、出借、轉讓或質押之禁止:立約人應自行保管使用金融卡,如有出借、轉讓或質押者, 立約人應自負其責。

Prohibition of lending, transferring, or pledging: The Contractor shall keep the Financial Card for its own use. The Contractor shall take the responsibility for any lending, transferring, or pledging of the card.

十七、複製或改製之禁止:立約人不得有複製或改製金融卡之行為。

Prohibition of reproduction or alteration: The Contractor shall not reproduce or alter the Financial Card.

- 十八、金融卡及其密碼係由 貴行製作, 貴行有權決定卡片之發放及提供之功能,如立約人違反 本約定事項之條款或有關之業務規定, 貴行得將卡片收回、暫停或終止卡片之使用。 The Financial Card and its password are made by the Bank, and the Bank has the right to determine the issuing of the Card and the functions provided. If the Contractor violates the terms of this Agreement or the relevant business regulations, the Bank may withdraw, suspend or terminate the use of the Card.
- 十九、被鎖定之 Combo 晶片卡及晶片金融卡,自動化服務機器不留置卡片,立約人應依規定申請換發 或解除鎖定。

For the Combo Chip Card and Chip Financial Card that are locked, the automated service machine will not retain the card, and the Contractor should apply for the replacement or release of the locked card in accordance with the regulations.

廿、因自動化服務機器故障致無法操作而營業單位端末系統未故障者,立約人得在營業時間內持卡赴 櫃台填寫取款憑條,親簽與卡片背面客戶簽名樣式相符後,依 貴行規定之金額範圍內辦理無摺 提款,此取款憑條與提示存摺並簽蓋原留印鑑之取款憑條具有同等效力。

If the automated service machine fails to operate but the end system of the business unit doesn't, the Contractor may go to the counter during business hours with the card to fill out a withdrawal slip, sign it in person and match the customer's signature on the back of the card, and then make a withdrawal without a passbook within the amount stipulated by the Bank, the withdrawal slip has equally valid as the withdrawal slip with the original seal and the passbook presented to the Bank.

廿一、立約人使用金融卡轉帳入戶時間:

The time for the Contractor to use the Financial Card to transfer funds to the account:

(一)轉入之帳戶為 貴行活期性存款帳戶者,於自動化服務機器營業時間內均得辦理。

If the account to be transferred is a demand deposit account of the Bank, it can be processed during the business hours of the automated service machine.

(二)轉入之帳戶為其他行庫帳戶,或由其他行庫自動化服務機器轉入者,悉依各該行庫規定之時間 辦理。

If the account to be transferred is an account of another bank or transferred from an automated service machine of another bank, it shall be processed according to the time stipulated by the respective bank.

廿二、立約人使用金融卡交易,其記錄在未經補登於存摺前,如存摺與 貴行帳上餘額不符時,概以 貴行帳載餘額為準。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。

If there is any discrepancy between the balance in the passbook and the balance in the Bank's account, the balance in the Bank's account shall prevail. However, if the Contractor checks the transaction records submitted by the Bank and the discrepancy is verified by the Bank to be an error in the amount recorded by the Bank or the balance on the account, the Bank shall correct the discrepancy.

廿三、如因停電、線路中斷或電腦故障致無法使用自動化服務機器時,或因可歸責於立約人之事由致 無法完成交易時,立約人均不得對貴行或參與自動化服務機器共同作業之有關單位主張權利。

If the automated service machine is unable to use due to power failure, line interruption, or computer failure, or if the transactions are unable to complete for reasons attributable to the Contractor, the Contractor shall not assert any rights against the Bank or any entity involved in the joint operation of the automated service machine.

廿四、貴行因電腦故障或線路中斷,以致不能提供本契約之服務時,立約人仍能親赴 貴行櫃台提領帳戶 款項;但因 貴行無法得知電腦故障或線路中斷前立約人已提領之款項,因此立約人應同意 貴行得 視立約人往來狀況彈性酌予提領,如有溢領情事並應即時返還。

If the Bank is unable to provide the services under this Agreement due to computer failure or line interruption, the Contractor may still go to the Bank's counter to withdraw the funds from the account. However, since the Bank is unable to know the funds withdrawn by the Contractor before the computer failure or line interruption, the Contractor shall agree that the Bank may flexibly withdraw the funds at its discretion depending on the Contractor's past transactions, and shall return the funds immediately in the event of an overpayment.

廿五、立約人如為公司、機關、團體組織時,金融卡之使用、保管及其他衍生之行為,均視為立約人及其 負責人之行為,餘比照本約定事項其他各條款辦理。

If the Contractor is a company, institution, or organization, the use, custody and other derivative acts of the Financial Card shall be deemed to be the acts of the Contractor and its representative, and the remainder shall be governed by the other provisions of this Agreement.

國際使用 International Use:

廿六、立約人係年滿十六歲之自然人(含外國自然人),其卡片始具有國際提款之功能,本項限制依有關外 匯法令規定之年齡限制變更而從其規定。

The card will only be used for international withdrawals if the Contractor is a natural person (including a foreign natural person) who has reached the age of 16. This restriction is subject to changes in the age limit stipulated in

the relevant foreign exchange laws and regulations.

廿七、金融卡若在國外被機器收回時,請立約人在廿四小時內向自動化服務機器所屬當地金融機構出示護 照並簽名,經核對無誤後取回,或自該事件發生後一八〇天內持交易憑證向開戶行辦理相關手續。

If the Financial Card is recovered by the machine abroad, the Contractor is required to present his passport and signature to the local financial institution where the automated service machine is located within 24 hours and retrieve the card after verifying the correction or going through the relevant procedures with the transaction certificate to the account opening bank within 180 days from the occurrence of the event.

廿八、立約人於國際使用需遵照當地之自動化服務機器相關規定辦理。

The Contractor should follow the relevant regulations of the local automated service machine for international use.

廿九、立約人持晶片金融卡,於國外各地設置之自動櫃員機或其他通路設備,進行提款或餘額查詢等各種 交易時,應依該系統及該機器設備所提供之服務項目及營業時間為限。其因而衍生之各項費用,同意 由 貴行逕自立約人新臺幣活期(儲蓄)存款帳戶內扣取之。

When the Contractor holds a Chip Financial Card and performs various transactions such as withdrawals or balance inquiries at automated service machines or other access devices in foreign countries, the Contractor shall follow the service items and business hours provided by the system and the devices. The Contractor agrees with the Bank to deduct the fees and charges arising from such transactions from the account of the Contractor's NTD demand (savings) deposit.

卅、結匯申報約定立約人使用晶片金融卡,於國外自動化服務機器提領外幣現鈔時,除確認結購幣別、 金額、結匯性質及受款地區國別外,應確認其本年度(自每年元月一日起至同年十二月三十一日 止)累計結匯金額,未逾中央銀行所訂額度,並授權結算代理銀行為立約人之外幣結匯代理人, 依前述確認事項,向中央銀行申報及辦理結匯手續等事宜。

When using the Chip Financial Card to withdraw foreign currency banknotes from the foreign automated service machines, the Contractor shall confirm the currency, amount, nature of the settlement, and the country of the recipient, in addition to confirming that the accumulated settlement amount for the current year (from January 1 of each year to December 31 of the same year) does not exceed the limit set by the Central Bank, and authorize the clearing agent bank to act as the Contractor's foreign currency settlement agent and submit the foreign currency settlement amount to the Central Bank in accordance with the aforementioned confirmation.

- 卅一、匯率及手續費約定 Exchange rate and processing fee agreement:
 - (一)立約人使用具 CIRRUS、PLUS、MasterCard 或 VISA 標誌之國外自動化服務機器提領當地貨幣時,先按國際清算中心所公佈之匯率折算為美元。立約人同意依該中心標準收取手續費:新臺幣 75 元+交易金額 1%(簽帳金融卡為新臺幣 75 元+交易金額 1.55%),再按 貴行當日之美元掛牌匯率折算為新臺幣自帳戶內扣取。

When the Contractor uses foreign automated service machines with CIRRUS, PLUS, MasterCard, or VISA logo to withdraw local currency, it shall first convert to U.S. dollars at the exchange rate announced by the International Clearing House. The Contractor agrees to be charged a processing fee of NT\$75 + 1% of the transaction amount (NT\$75 + 1.55% of the transaction amount for a Debit Card) in accordance with the House's standard, which will then be converted into NTD and debited from the account at the USD rate listed by the Bank on that day.

(二)立約人使用有金融資訊系統跨行業務標章之國外自動化服務機器提領外幣現鈔時,按貴行按 結算代理銀行依約所列之結匯日匯率處理及轉換為新臺幣結付,並依下列約定收取手續費: When the Contractor uses the foreign automated service machine with the inter-bank service mark of the financial information system to withdraw foreign currency banknotes, the settlement will be processed and converted to NTD at the exchange rate listed by the clearing agent bank in accordance with the contract, and a processing fee will be charged according to the following agreement:

於日本提領外幣現鈔部分,立約人應按每筆日幣150元加計提領金額0.8%(最低收取手續 費為日幣390元),並依前述匯率轉換為新臺幣,支付 貴行國外交易手續費。

For the withdrawal of foreign currency notes in Japan, the Contractor shall pay 0.8% of the withdrawal amount (minimum processing fee of JPY\$390) plus JPY\$150 per withdrawal, and convert to NTD at the aforementioned exchange rate and pay the Bank's foreign exchange processing fee.

於港澳地區提領外幣現鈔部分,立約人應按每筆新臺幣100元,支付 貴行國外交易 手續費。

For the withdrawal of foreign currency notes in Hong Kong and Macau, the Contractor shall pay the Bank's foreign exchange processing fee at NT\$100 per withdrawal.

- 卅二、提款限額約定:立約人於國外自動化服務機器提領外幣現鈔均以新臺幣結付。立約人於國外自動化服務機器提領外幣現鈔單筆等值限額為新臺幣2萬元,每日提領金額並應與立約人該日於自動 櫃員機提領新臺幣現鈔之金額合併計算,不得超過等值新臺幣10萬元,並依有關中央銀行外匯法 令之規定處理,立約人應自行控管不得超過中央銀行規定之外匯額度,並同意及悉數承認 貴行 逕依有關外匯法令規定,據實代為結匯申報,絕無異議。
 - Withdrawal limit: The Contractor shall settle all withdrawals of foreign currency notes from the foreign automated service machines in New Taiwan Dollars. The single withdrawal limit of foreign currency banknotes from foreign automatic service machines is the equivalent of NT\$20,000. The daily withdrawal amount shall be combined with the amount of NTD banknotes withdrawn from ATMs on the same day and shall not exceed the equivalent of NT\$100,000 and shall be handled in accordance with the provisions of the relevant Central Bank's Foreign Exchange Law, the Contractor shall control the amount of foreign exchange not to exceed the limit stipulated by the Central Bank. The Contractor also agrees and acknowledges that the Bank will declare the settlement on behalf of the Contractor in accordance with the relevant foreign exchange laws and regulations, and has no objection.
- 卅三、帳款疑義處理:立約人對國外提款金額有疑義時,應自交易日起 120 營業日內,持該交易憑證, 向 貴行原開戶單位辦理相關手續。

Billing Doubt Handling: If the Contractor has any doubts about the amount of foreign withdrawals, the Contractor should take the transaction certificate to the Bank's original account opening unit for relevant procedures within 120 business days from the transaction date.

卅四、使用約定:立約人使用晶片金融卡,於國外各地設置之自動櫃員機或其他通路設備,進行提款 或餘額查詢等各種交易時,應遵照當地相關規定辦理。

Agreement on Use: When using the Chip Financial Card for various transactions such as withdrawals or balance inquiries at ATMs or other access facilities in foreign countries, the Contractor shall follow the relevant local regulations.

晶片金融卡消費扣款(Smart Pay)約定事項

Chip Financial Card Smart Pay Agreement

- 一、用詞定義 Definition of Terms:
 - (一) 晶片金融卡: 指由金融機構發行之具晶片之金融卡, 供立約人憑卡進行提款、轉帳或消費扣 款等交易。

Chip Financial Card: A Financial Card with chip issued by a financial institution for the Contractor to use the card to make withdrawals, transfers, or debit transactions.

(三) 晶片金融卡消費扣款功能:指立約人向實體或虛擬之特約商店進行物品、勞務或其他交易時, 使用發卡機構核發之晶片金融卡及立約人設定之晶片密碼,委託發卡機構直接由立約人其晶片 金融卡之指定帳戶即時扣款,轉入收單機構或特約商店帳戶之功能,包括消費扣款(固定及變動 費率)、沖正、退費、預先授權及授權完成等交易。

Chip Financial Card Smart Pay function: It refers to the function that the Contractor uses the chip financial card issued by the card issuer and the chip PIN set by the Contractor to directly debit the designated account of the Contractor's Chip Financial Card to the acquirer's or the contract store's account when the Contractor conducts goods, services or other transactions with the physical or virtual contract store, including spending debit (fixed and floating rates), chargeback, refund, pre-authorization, completion of authorization transactions, etc.

(三) 收單機構:指與特約商店約定提供立約人消費扣款事宜之金融機構。

Acquirer: It refers to a financial institution that has an agreement with a contracted store to provide Contractor debit services.

(四) 特約商店:指提供物品、勞務或其他交易經與收單機構簽約,受理立約人以晶片金融卡繳付 消費款,並具有 Smart Pay 標誌者。

Contracted Store: It refers to a store that has contracted with the acquirer to provide goods, services, or other transactions and accepts the payment of the Contractor with the Chip Financial Card, which



(五) 交易紀錄:指立約人憑晶片金融卡消費扣款時之單據或電子訊息。

Transaction Record: It refers to the receipts or electronic messages of the purchases made by the Contractor with the Chip Financial Card.

二、使用須知 Notes on Use:

(一) 立約人應妥善保管晶片金融卡及密碼, 並明確瞭解所有憑晶片金融卡及密碼進行消費扣款之 交易,均視同本人之交易行為,與憑存摺及填具取款憑條加蓋原留印鑑之提款或轉帳,具同等 效力。

The Contractor shall keep the Chip Financial Card and PIN in a safe place and clearly understand that all transactions made with the Chip Financial Card and PIN shall be treated as his/her own transactions and have the same validity as withdrawals or transfers made with the passbook or withdrawal slip with the original seal.

(二) 立約人使用晶片金融卡於實體或虛擬之特約商店,進行消費扣款、退費或取消交易時,應自

行留存交易紀錄,以供核對之用。

When using the Chip Financial Card to debit, refund, or cancel transactions at a physical or virtual contract store, the Contractor shall keep the transaction records for verification purposes.

(三) 立約人於特約商店進行消費扣款交易,經使用金融卡並輸入約定密碼後,視為啟用消費扣款 服務功能以完成交易。

When the Contractor conducts a debit transaction at a contracted store, he/she shall be deemed to have activated the debit service function to complete the transaction after using the Financial Card and entering the agreed PIN to complete the transaction.

三、消費扣款限額:除另行約定外,交易每筆限額新臺幣 10 萬元,每日限額新臺幣 10 萬元,立約人 消費扣款指定帳戶之可用餘額不足支付消費帳款或消費帳款逾前述約定限額時, 費行並無扣款 義務。

Spending Debit Limit: Unless otherwise agreed, each transaction is subject to a limit of NT\$100,000 and a daily limit of NT\$100,000. The Bank has no obligation to debit the Contractor if the available balance in the account designated for debit is insufficient to cover the purchase or if the purchase exceeds the aforementioned limit.

四、消費糾紛及帳款疑義之處理

Handling of Consuming Disputes and Billing Doubt:

(一) 立約人明確瞭解晶片金融卡及密碼,於特約商店進行消費扣款交易,與現金交易並無不同。
 立約人不得以與特約商店間消費交易所生之糾紛對抗 貴行。立約人如與特約商店發生相關消費爭議(包括但不限於商品或服務之品質、數量、金額等),皆應向特約商店尋求解決,不得以此作為向 貴行請求返還帳款之依據。

The Contractor clearly understands that the Chip Financial Card and PIN are no different from cash transactions when making a purchase debit transaction at a contract store.

The Contractor shall not use the dispute arising from the purchase transaction with the contract store against the Bank. If the Contractor has a dispute with the contract store (including but not limited to the quality, quantity, and amount of goods or services), the Contractor shall seek resolution from the contract store and shall not use such dispute as a basis for requesting a refund from the Bank.

 (二) 立約人對消費帳款有疑義時,得向 貴行請求複查, 貴行應提供交易紀錄協助核對。
 <u>If the Contractor is in doubt about the payment, the Contractor may request a review from the</u> <u>Bank and the Bank shall provide transaction records to assist in the verification.</u>

五、卡片被竊、遺失或其他喪失占有:立約人如有遺失、被竊、被搶、詐取或其他遭第三人占有晶片 金融卡之情形,應儘速以電話或其他約定之方式通知 貴行,或至其他經 貴行指定機構辦理掛 失停用手續,並繳交有關手續費用。如未繳費用者,同意 貴行得逕自立約人之帳戶內扣繳。

Theft, Loss, or Other Loss of Possession of the Card: If the Card is lost, stolen, robbed, fraudulently taken, or otherwise possessed by a third party, the Contractor shall promptly notify the Bank by telephone or other means as agreed, or go to other institutions designated by the Bank to apply for loss and deactivation of the Card and pay the relevant processing fee. If failure to do so, the Contractor agrees that the Bank may deduct the amount from the Contractor's account.

六、銀行義務: 貴行應以善良管理人之注意,為立約人處理晶片金融卡消費扣款及帳務事宜。有關 立約人消費扣款帳務資訊之揭露, 貴行應以存摺或其他約定之方式,提供每筆交易紀錄以供立約 人核對。

Bank's Obligation: The Bank shall act as a good administrator in handling the debit and billing of the Chip Financial Card for the Contractor. In relation to the disclosure of the debit and billing for the Contractor, the Bank shall provide each transaction record in the form of a passbook or other agreed means for the Contractor's verification.

七、業務委託:立約人同意 貴行晶片金融卡消費扣款之相關作業或附隨業務,得依主管機關規定, 委託第三人辦理。惟第三人於電腦處理及利用立約人個人資料時,仍應依相關法令規定並保守 秘密。

Business Entrustment: The Contractor agrees that the Bank may, in accordance with the regulations of the competent authorities, entrust third parties with the operations related to or incidental to the debit of the Bank's Chip Financial Card. However, when the third party processes and utilizes the personal information of the Contractor on the computer, it should still follow the relevant laws and regulations and keep it confidential.

感應式金融卡約定事項

Contactless Chip ATM Card Agreement

一、持感應式金融卡可於特約商店以感應方式進行「消費扣款」交易。

Holders of Contactless Chip ATM Card can conduct debit transactions in contactless ways at contract stores. 二、感應式交易金額限制:

Limitations on the amount of contactless transactions:

(一)立約人所持感應式金融卡僅得於國內特約商店進行消費,倘單筆消費額於新臺幣3仟元(含)以 下者,免插卡輸入密碼,即可以感應式交易付款;若逾新臺幣3仟元,應以插卡輸入密碼方式 進行交易。

The Contractor can only use the Contactless Chip ATM Card at the contract stores domestically, if the amount of a single purchase is less than NT\$3,000 (inclusive), the Contractor is not required to insert the card and enter the PIN, then can make a payment by the contactless transaction, and if the amount exceeds NT\$3,000, the Contractor then should insert the card and enter the PIN to proceed the transaction.

(二)立約人進行感應式交易付款金額累計逾新臺幣3仟元時,應先以插卡輸入密碼方式進行交易後, 始得繼續以感應式交易付款,其後再逾新臺幣3仟元時亦同。

If the amount of contactless transaction payment exceeds NT\$3,000, the Contactor should first conduct the transaction by inserting the card and entering the password before continuing to make payment by contactless transaction, and the same applies to any subsequent payment exceeding NT\$3,000.

(三)每日限額新臺幣 10 萬元,消費扣款指定帳戶之可用餘額不足支付消費帳款或消費帳款逾前述約 定限額時, 貴行並無扣款義務。

The daily limit is NT\$100,000, and if the available balance in the designated account for spending debit is not sufficient to pay for the purchase or the purchase exceeds the aforementioned limit, the Bank has no obligation to debit the amount.

三、感應式金融卡遺失、被竊、滅失或其他喪失占有:

Loss, theft, extinction, or other loss of possession of the Contactless Chip ATM Card:

(一)感應式金融卡係屬 貴行所有,立約人應盡善良管理人之注意使用並保管該卡,避免卡片遺失、滅失、詐取、被竊或遭第三人占有,若有前述情形發生,應盡速通知 貴行辦理卡片掛失停用 手續。惟如 貴行認為有必要時,應於受理掛失手續日起 10 日內通知立約人,要求受通知日 3 日內向當地警察機關報案或以書面補行通知 貴行。立約人辦理掛失停用手續時起,被冒用所 發生之損失概由 貴行負擔。

The Contactless Chip ATM Card is owned by the Bank. The Contractor shall use and keep the Contactless Financial Card with due care and diligence to avoid loss, extinction, fraud, theft, or possession by a third party, and shall promptly notify the Bank of the loss of the Contactless Financial Card. However, if the Bank deems it necessary, it shall notify the Contractor within 10 days from the date of acceptance of the loss and request the Contractor to report the loss to the local police authorities within 3 days from the date of notification or notify the Bank in writing. The Bank shall bear all the losses incurred by the fraudulent use from the time the Contractor applies for the loss and suspension of use.

(二)有下列情事之一者,立約人仍應負擔辦理掛失停用手續後被冒用之損失:

The Contractor shall bear the loss of fraudulent use after applying the loss and suspension of use if any of the following occurs:

1、第三人冒用為立約人容許或故意將感應式金融卡交其使用者。

A third party fraudulently uses the Card with the permission of the Contractor or intentionally hands over the Card for use.

2、立約人故意或重大過失將使用之交易密碼使第三人知悉者。

The Contractor intentionally or gross negligence makes the transaction password known to a third party.

3、立約人與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。

The Contractor and the third party or the contract store forge false transactions or conspire to defraud. 四、未辦理掛失手續前遭冒用, 貴行已經付款者,視為對立約人已為給付。

If the Card is fraudulently used before applying for the loss and the bank has already made the payment,

it will be deemed to have been paid to the Contractor.

五、疑義帳款之處理程序:

Procedures for handling doubtful accounts:

- (一)立約人明確瞭解於特約商店進行感應式交易付款與現金交易並無不同,如與特約商店發生相關 爭議(包括但不限於商品或服務之品質、數量及金額等),皆應向特約商店尋求解決,不得以此 作為向 貴行請求返還帳款之依據,立約人不得以特約商店間銷售交易所生之糾紛對抗 貴行。 The Contractor clearly understands that payment for contactless transactions at the contract store is no different from cash transactions, and if a dispute arises with the contract store (including but not limited to the quality, quantity, and amount of goods or services), the Contractor should seek resolution from the contract store and should not use it as the basis for requesting a refund from the Bank.
- (二)立約人於消費 30 日內,如對交易明細有疑義,得敘明理由及備齊 貴行要求之證明文件(如退款 單收執聯等)通知 貴行協助處理。

If the Contractor has any doubt about the details of the transaction within 30 days of the purchase, the Contractor may notify the Bank for assistance by stating the reasons and providing the supporting

documents (such as the receipt of the refund slip, etc.) required by the Bank.

六、除本約定條款另有約定者外,立約人應一併遵守 貴行金融卡消費扣款功能及金融卡約定事項之 相關規定。

Except as otherwise provided in this Agreement, the Contractor shall also comply with the relevant provisions of the Bank's financial card spending debit function and the Financial Card agreement.

其他約定事項

Other Agreed Matters

一、立約人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務,同意 貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經行政院金融監督管理委員會、農業金融主管機關許可設立或營業之機構,在完成上述跨行業務服務之目的內,得依法令規定蒐集、處理、國際傳遞及利用其個人資料。 貴行非經立約人同意或依其他法令規定,不得將其個人資料提供予上述機構以外之第三人利用。

Due to the use of the Financial Card for withdrawals, transfers, remittances, tax payments, fee payments, spending debit, financial account inquiries, and other inter-bank business services, the Contractor agrees that the Bank, the financial institution to which the financial card transaction is made, the Consortium's Joint Credit Information Center, Financial Information Service Co., Ltd., and other institutions established or operated with the permission of the Financial Supervisory Commission of the Executive Yuan and the competent agricultural finance authorities may collect, process, internationally transmit and use personal information for the purpose of inter-bank business services in accordance with the laws and regulations. The Bank may not provide personal information to third parties other than the aforementioned institutions without the consent of the Contractor or in accordance with other laws and regulations.

二、申訴管道 Complaint Channels:

服務專線:0800-01-7171按5。

Service Hotline: 0800-01-7171 Press 5.

電子信箱(E-MAIL):臺灣企銀網站 <u>https://www.tbb.com.tw</u> 客服信箱。

E-mail: Taiwan Business Bank website https://www.tbb.com.tw Customer Service Mailbox.

三、文書之送達:立約人同意以本契約所載之地址為相關文書之送達處所,倘立約人或其聯絡人之地 址變更,立約人應即以書面或其他約定方式通知 貴行,並同意改依變更後之地址為送達處所;如 立約人未以書面或依約定方式通知變更地址時, 貴行仍以本契約所載之地址或最後通知立約人之 地址為送達處所,於通知發出後,經通常之郵遞期間即推定為已送達。

Delivery of Instruments: The Contractor agrees that the address set forth in this Agreement shall be the place of delivering the relevant instruments. If the address of the Contractor or his/her contact person changes, the Contractor shall immediately notify the Bank in writing or by other agreed means and agree to the new address as the place of delivery. If the Contractor fails to notify the change of address in writing or by agreed means, the Bank shall still use the address as stated in this Agreement or the address last notified to the Contractor as the place of delivery. Delivery shall be deemed to have been effected after the notice has been sent with a usual period of postage.

四、本約款若有未盡事宜,依開戶總約定書等相關約定事項辦理。

If there is any uncovered matter in this Agreement, it shall be dealt with in accordance with the General Agreement for Account Opening and other relevant agreed matters.

五、因本契約涉訟時,雙方同意以立約所在地之地方法院為第一審法院。但不得排除消費者保護法 第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。 In the event of a lawsuit arising out of this Agreement, the parties agree that the local court of the place where the Agreement is entered into shall be the court of the first instance. However, Article 47 of the Consumer Protection Act or Article 436-9 of the Civil Procedure Law shall not be excluded from the application of the competent court for small claims.

陸、電話銀行服務約定事項 The Agreement of Phone Banking Service (PH11012)

一、電話銀行服務自立約日起使用,由貴行於申請同時掣發一組四位數識別密碼做為初始密碼,立約 人於首次使用前必需辦理變更方可正式啟用,另密碼有洩漏之虞時,應隨時以本項服務「密碼變更」 功能變更為新密碼。

The Phone Banking service will be used from the contract date, the Bank will issue a 4-digit identification password as the initial password upon application for the Phone Banking service, the Contractor is required to change the password before the first use. In addition, if the password is in danger of being leaked, the Contractor should use the "Password Change" function of this service to change to a new password at any time.

二、立約人應自行負責對密碼之保密,貴行有權認定凡憑有效之密碼使用之服務,均係由立約人親自 為之,如因密碼洩漏所引致之糾紛,概由立約人自行負責與貴行無涉。

The Contractor shall be responsible for keeping the password confidential, the Bank reserves the right to assume that all services used with valid passwords are performed by the Contractor in person. Any disputes caused by the leakage of the password shall be borne by the Contractor and has nothing to do with the Bank.

三、立約人憑密碼使用轉帳或等同轉帳之服務,其行為與簽發票據或填具取款憑條或交付存單憑證並 加蓋原留印鑑之取款或轉帳具同等效力。

If the Contractor uses the transfer service or equivalent transfer service with the password, the Contractor's act shall have the same effect as the withdrawal or transfer of funds by issuing bills or filling out withdrawal slips, or delivering deposit slips with the original seal.

四、立約人使用電話銀行服務後,所持存摺或存單資料與貴行記載數額不符時,以貴行帳載之數額為 準。但經立約人核對貴行提出之交易記錄,其不符部份經貴行查證,確為貴行帳載數額有錯誤時, 貴行應更正之。

If there is any discrepancy between the amount recorded in the passbook or deposit certificate and the amount recorded in the Bank after the Contractor has used the Phone Banking service, the amount recorded in the Bank shall prevail. However, if the discrepancy is verified by the Bank after the Contractor has checked the transaction records presented by the Bank and the discrepancy is confirmed to be an error in the amount recorded by the Bank, the Bank shall correct it accordingly.

五、立約人使用電話銀行轉帳服務係以電話逐次委託、逐筆轉帳方式辦理,每次操作轉入之帳號(含預先 登錄之帳號),係經立約人核對確認無誤,倘因轉入帳號錯誤,致轉入他人名義帳戶或無法入戶之帳 戶時,除可歸責於貴行之原因外,其一切損失及因入戶錯誤而衍生之違約金、延滯息或其他費用概由 立約人自行負責,與貴行無涉。

The Phone Banking transfer service is used by the Contractor to transfer funds by telephone on a one-by-one

basis, the account number transferred in each operation (including the pre-registered account number) is checked and verified by the Contractor. If the account number is incorrectly transferred to another person's account or an account that cannot be accessed, the Contractor is responsible for all losses and liquidated damages, delayed interest, or other expenses arising from the incorrect account, except for the reasons attributable to the Bank.

- 六、立約人使用電話銀行服務所輸入之密碼連續錯誤超過三次,即停止該戶之電話銀行服務,立約人必須 向貴行辦理密碼重置,並俟貴行完成鍵機手續正式啟用後,始可繼續使用電話銀行所提供之各項服務。 If the password entered for the Phone Banking service is incorrect for more than three consecutive times, the Bank will suspend the use of the Phone Banking service by the Contractor, the Contractor should apply for a password reset from the Bank and can continue using the services provided by Phone Banking after the Bank has completed the formal activation of the input process.
- 七、立約人使用電話銀行轉帳,轉出帳號幣別之金額自動換算成轉入帳號幣別之金額;轉入金額若為新台幣計至「元」,若為外幣則依本行現行各幣別規定辦理。

If the Contractor uses Phone Banking to transfer funds, the amount of the outgoing account currency will be automatically converted to the incoming account currency. If the incoming amount is in NTD, it will be counted as "Dollar", if it is in foreign currency, it will follow the Bank's current regulations for each currency.

八、立約人辦理支票存款帳戶款項之撥轉,如因轉入款項之遲延或撥轉之誤失而遭致退票時,概由立約人 自行負責,與貴行無涉。

If there is any delay or error in transferring funds to the checking account, the Contractor will be responsible for any bounced checks, and the Bank will not be involved.

九、立約人辦理定期性存款續存,限已到期或逾期並以同科目、同期間及同計息方式,在本行續存規定期 限內辦理;如辦理續存當時,無原存單期別或計息方式之牌告利率,則以較低期別之牌告利率為準。 辦理定期性存款自動轉期,限轉相同科目、同期間及同計息方式,並於到期日前一日 17:00 前辦理; 如辦理自動轉期當時,無原存單期別或計息方式之牌告利率時,則先適用不同計息方式之牌告利率, 如無該牌告利率,再以較低期別之牌告利率為準。

The Contractor applies for a renewal of time deposits that shall be made within the time limit specified by the Bank for maturity or overdue deposits with the same subject, the same time period, and the same interest-bearing method only. If there is no interest rate of the original deposit term or interest-bearing method at the time of renewal, the interest rate of the lower term shall prevail. For time deposits automatic rollover is limited to the same subject, same period, and same interest-bearing method, and shall be processed before 17:00 on the day before the maturity date. If the interest rate of the original deposit term or interest rate of the different interest-bearing method is not available at the time of automatic rollover, the interest rate of the different interest-bearing method should be applied first, and if the interest rate is not available, the interest rate of the lower interest rate shall prevail.

十、立約人辦理定期性存款續存或自動轉期時,如屬定期存款及存本取息儲蓄存款,則僅本金部份辦 理續存或自動轉期,利息部份如有指定轉帳帳號則自動轉入該帳號,如無指定轉帳帳號則由立約 人赴開戶行領取。如屬整存整付儲蓄存款並有指定轉帳帳號時,本金辦理續存或自動轉期,利息 自動轉入該帳號,如無指定轉帳帳號則本息一併續存或自動轉期。

When the Contractor applies for the renewal or automatic transfer of the time deposit, if the Deposit is a time deposit or a savings deposit with interest on depositing the principal, only the principal will be renewed or automatically transferred, while the interest will be automatically transferred to the account if there is a

designated transfer account, if there is no designated transfer account, then the Contractor should go to the account opening bank and collect the interest by himself/herself. If the Deposit is a lump sum savings deposit with a designated transfer account, the principal will be renewed or automatically transferred, and the interest will be automatically transferred to the account, otherwise, the principal and interest will be renewed or automatically transferred if there is no designated transfer account.

- 十一、立約人使用電話銀行辦理新台幣轉外幣或外幣轉新台幣暨外幣轉外幣之幣別種類,以本行現行 掛牌利率之幣別為限,且外匯活期性存款帳戶內所有幣別之存款皆可辦理轉出或轉入。 Contractor uses Phone Banking to transfer NTD to foreign currency or foreign currency to NTD and foreign currency to foreign currency. The types of currencies are limited to the currencies with the currently listed interest rates of the Bank, and all currencies in the foreign currency demand deposit account can be transferred out or in.
- 十二、立約人利用電話銀行辦理即時轉帳或預約轉帳,其新台幣活期性存款與外匯活期性存款互轉, 依同一存戶轉出之新台幣帳戶與外匯帳戶個別累計,每日轉出金額不得超過等值新台幣五十萬元 (不含);外幣互轉其轉出帳戶每日無最高轉帳金額限制。惟本項金額限制,貴行得配合主管機 關規定暨視實際需要調整之,不另行通知。新台幣相互間之轉帳限額另依貴行業務規定辦理。

If the Contractor uses Phone Banking to transfer funds instantly or by reservation, the NTD demand deposits and foreign exchange demand deposits are transferred to and from mutually, the same depositor's NTD account and the foreign exchange account for transferring out will be accumulated separately, the daily transfer amount shall not exceed NT\$500,000 (not included) per day, but there is no maximum transfer amount per day for foreign currency transfers to and from the account. However, this limit may be adjusted by your bank without notice in accordance with the regulations of the competent authorities and as needed.

十三、立約人憑電話銀行辦理新台幣與外幣間活期性存款即時轉帳,美金匯率以小額掛牌匯率承做, 其他幣別依掛牌即期匯率承做;外幣間轉帳,依「轉換匯率」承做。但遇外匯市場匯率波動劇烈時,貴行得暫停受理。外匯活期存款預約轉帳匯率,以實際轉帳日 09:10 之掛牌匯率承做。

Contractor performs an instant transfer between NTD and foreign currencies via Phone Banking, the USD exchange rate is based on the small amount listed rate, and the other currencies are based on the listed spot rate. The transfer between foreign currencies is based on the "Conversion Rate", however, when the exchange rate fluctuates greatly in the foreign exchange market, the Bank may suspend accepting such transfers. The exchange rate for foreign currency demand deposit reservation transfer is based on the listed exchange rate at 09:10 on the actual transfer date.

十四、立約人辦理與外匯有關之電話銀行轉帳交易,應遵照中央銀行公佈之「外匯收支或交易申報辦法」辦理。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使用之外匯限額或依法不得辦理時,貴行有權拒絕受理。 Contractor should follow the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" published by the Central Bank when processing foreign exchange-related Phone Banking transfers. The Bank has the right to follow the regulations of the relevant foreign exchange laws and regulations and to declare the foreign exchange settlement on behalf of the Contractor based on the truth, the Contractor should agree and acknowledge without objection. If the Bank learns that the Contractor has exceeded its foreign exchange limit or is legally prohibited from doing so, the Bank has the right to refuse to accept it.

十五、立約人完成轉帳帳號約定後,即可進行預約轉帳服務,期限最長六個月,並至遲須於轉帳日前 一日 17:00 前完成預約手續。同一帳號於同一預約日期可重複申請預約轉帳,同一轉帳日之預約 轉帳金額與即時轉帳金額合併計算轉帳限額。立約人欲取消預約轉帳交易,至遲須於預約轉帳日 前一日 17:00 前完成語音取消程序。

After the Contractor has completed the transfer account agreement, he/she can make a reservation for the transfer service for a maximum period of six months, and must complete the reservation procedure by 17:00 on the day before the transfer date. The same account can apply for transferring repeatedly on the same reservation date. The amount of transferring on the same reservation date and the amount of transferring instantly will be combined to calculate the transfer limit. If the Contractor wishes to cancel the reservation, he/she must complete the voice cancellation procedure by 17:00 on the day before the reservation date.

十六、立約人預約之轉帳日如遇例假日,除外匯轉帳之轉帳日順延至次一營業日外,其他轉帳仍以例 假日為轉帳日。

If the transfer date reserved by the Contractor falls on a regular holiday, except for the transfer date of the foreign exchange transfer will be postponed to the next business day, the regular holiday will still be the transfer date for the other transfers.

十七、立約人預約轉帳日,遇存款不足或遭圈存、扣押或因匯率變動致約定轉帳金額超過可動支之存 款餘額時,轉帳交易即自動取消,實行不另行通知。

On the day the Contractor makes a reservation for the transfer, if his/her deposit is insufficient, earmarked, or withheld, or the reserved transfer amount exceeds the available deposit balance due to the change in the exchange rate, the transfer transaction will be automatically canceled without notice from the Bank.

十八、因電腦系統故障或線路中斷或天然災害停止營業時,貴行得暫停電話銀行服務;如貴行電腦主機故障超逾中午 12:00 尚未恢復運作時,停止該日應執行之預約轉帳交易。立約人於暫停服務期間持存摺至貴行營業單位提款時,不得溢領款項,有關提領金額之限制,依貴行相關業務章則規定辦理。

When the business is closed due to computer system failure, line interruption, or natural disaster, the Bank may suspend the Phone Banking services. If the Bank's computer system fails to resume operation after 12:00 noon, the Bank will suspend the reserved transfer transactions for that day. During the period of service suspension, the Contractor withdraws money from the bank's business unit with the bank passbook should not exceed the restricted amount, and the restrictions on the amount of withdrawal are in accordance with the relevant business rules and regulations of the Bank.

十九、立約人得隨時變更及終止本約定事項,但應親自到貴行以書面辦理,在貴行尚未辦妥登錄前, 其憑有效之密碼使用之服務,概由立約人自行負責,與貴行無涉。立約人如辦理終止往來,其未 屆轉帳日之各項預約交易,均停止執行轉帳作業。

The Contractor may change or terminate this Agreement at any time, but should do so in person and in writing at the Bank. Before the Bank has completed the registration, the Contractor shall be responsible for the use of the service with a valid password that has nothing to do with the Bank. If the Contractor terminates the Agreement, the transfer operation will be ceased for each reservition transaction before the

transfer date.

- 二十、立約人同意支付跨行轉帳每筆交易手續費十五元。立約人使用電話銀行各項服務,同意逕依貴行或 其他業務往來機構所訂收費標準扣收各項資費,並授權貴行自立約人所約定之轉出帳號扣繳。收費標 準於訂約後如有變更或調整,貴行應於生效日六十日前以顯著方式於營業場所、貴行網站公告其內容, 使立約人得知調整費用,立約人若對於該變更或調整有異議時,得於前開公告期間內終止本約定事項, 逾期未終止者,視為同意該變更或調整。其交易時間、轉帳日期、帳務切割點、累計交易限額及其他 操作規定等,除本約定事項其他條款另有規定外,悉依貴行有關業務章則規定辦理。
 - The Contractor agrees to pay a processing fee of \$15 per transaction for inter-bank transfer. The Contractor uses various services from the Phone Banking and agrees to deduct the fees and charges according to the fees and charges set by the bank or other service providers, and the Contractor authorizes the Bank to deduct the fees and charges from the Contractor's account. If there is any change or adjustment of the fee standard after the Agreement is made, the Bank shall announce the content in a prominent manner at the business premises or on the Bank's website 60 days before the effective date so that the Contractor can be informed of the adjustment. If the Contractor disagrees with the change or adjustment, he/she may terminate this Agreement within the preceding announcement period, and if the Contractor fails to do so, it will be deemed to have agreed to the change or adjustment. The transaction time, transfer date, account cut-off point, accumulated transaction limit, and other operational requirements shall be governed by the relevant business rules and regulations of the Bank, except as otherwise provided in the other terms and conditions of this Agreement.
- 二一、立約人使用電話銀行服務,同意貴行對所有有關之紀錄(含交易日期、時間、申請人、交易方式、金額及處理情形),對相關之客戶均有最終、確定之約束力。

By using the Phone Banking service, the Contractor agrees that the Bank has final and definite binding force on the relevant customers related to the Bank's records (including the date, time, applicant, transaction method, amount, and processing status).

二二、立約人使用電話銀行服務,電腦將定期列印對帳單供立約人核對,如於接獲貴行電子銀行交易 對帳單後四十五日內未提出異議者,視為內容核對無誤。

With using the Phone Banking service, the computer will regularly print the statement for the Contractor review. If no objection is raised within 45 days of receiving the e-banking statement from the Bank, it will be deemed that the contents are correct.

二三、立約人如對本契約有爭議,申訴管道如下:

(一)免付費服務電話:0800-01-7171#5。 (二)電子信箱:臺灣企銀網站 <u>https://www.tbb.com.tw</u> 客服 信箱。

If the Contractor has a dispute regarding this Agreement, the complaint channels are as follows:

- (1) Toll-free service number: 0800-01-7171#5. (2) E-mail address: Taiwan Business Bank website <u>https://www.tbb.com.tw</u> Customer Service Mailbox.
- 涂、網路銀行約定事項(WE11208) The Agreement of Internet Banking (WE11112)
- 一、共通約定事項 Common Agreement Items
 - (一) 貴行資訊 Information of the Bank
 - 1、貴行名稱: 臺灣中小企業銀行

Name of the Bank: Taiwan Business Bank

2、申訴及客服專線:0800-01-7171

Complaints and Customer Service Hotline: 0800-01-7171

- 3、網址: <u>https://www.tbb.com.tw</u> Website address: <u>https://www.tbb.com.tw</u>
- 4、地址:台北市塔城街 30 號

Address: No. 30, Tacheng St., Taipei City, Taiwan

5、傳真號碼:02-2550-8338

Fax No.: 02-2550-8338

6、貴行電子信箱:臺灣企銀網站 <u>https://www.tbb.com.tw</u> 客服信箱 (tbb@mail.tbb.com.tw)
 E-mail address of the Bank: Taiwan Business Bank website <u>https://www.tbb.com.tw</u> Customer Service Mailbox (tbb@mail.tbb.com.tw)

(二) 適用範圍 Scope of Application

本契約係網路銀行業務(含行動銀行)服務之一般性共同約定,除個別契約另有約定外,悉依 本契約之約定。

This Agreement is a general agreement for Internet banking services (including mobile banking), and unless otherwise agreed in individual agreements, all agreements shall be in accordance with this Agreement.

個別契約不得牴觸本契約。但個別契約對立約人之保護更有利者,從其約定,所指之保護,不 含貴行基於業務考量所為之各項作業推廣措施。

Individual contracts shall not conflict with this Agreement. However, if the individual contract is more favorable to the protection of the Contractor, the Agreement shall comply with its provisions, and the protection referred to in the Agreement does not include various operation promotion measures based on business considerations of the Bank.

本契約條款如有疑義時,應為有利於消費者之解釋。

In case of any doubt, the terms of this Agreement shall be interpreted in favor of the consumers.

(三) 名詞定義 Definition of terms

 「網路銀行業務」:指立約人端電腦經由網際網路或行動網路與貴行電腦連線,無須親赴 貴行櫃台,即可直接取得貴行所提供之各項金融服務。

"Internet Banking" : It refers to the direct access to the financial services provided by the Bank without the need to visit the Bank's counters, by connecting the Contractor's computer to the Bank's computer via the Internet or mobile network.

2、「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紀錄, 而供電子處理之用者。

"Electronic Document": It refers to a record of text, sound, pictures, images, symbols, or other data transmitted by the Bank or the Contractor via an Internet connection, in electronic or other forms not directly recognizable by human perception, and that is sufficient to express its intent for electronic processing.

3、「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。

"Digital Signature": It refers to the use of mathematical algorithms or other methods to calculate

electronic documents into digital data in a certain length and encrypt them with the subscriber's private key to form an electronic signature that can be verified by the public key.

- 4、「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。
 "Certificate": It refers to the electronic form of proof containing signature verification data to confirm the identity and qualification of the subscriber.
- 5、「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。 "Private Key": It refers to the digital data with a paired relationship that is retained by the subscriber to create a digital signature.
- 6、「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。
 "Public Key": It refers to the digital data with a paired relationship that is open to the public and used to verify the digital signature.
- 7、「行動銀行」:指立約人下載貴行所提供之行動銀行軟體,並使用智慧型手機經由網際網路或行動網路與貴行電腦連線,無須親赴貴行櫃台,即可直接取得貴行所提供之各項金融服務。

"Mobile Banking": Refers to the Contractor can download the mobile banking software provided by the Bank and use a smartphone to connect to the Bank's computer via the Internet or mobile network to directly access the financial services provided by the Bank without having to visit the Bank's counter.

8、「服務時間」:除了另行公告服務時間之項目外,提供二十四小時服務。

"Service Hours": 24-hour service is available, except for items with separately announced service hours.

(四)網頁之確認 Confirmation of website

立約人使用網路銀行前,請先確認網路銀行正確之網址,才使用網路銀行服務;如有疑問,請撥 打客服專線詢問。

Before using Internet Banking services, please confirm the correct website before using Internet banking services. If you have any questions, please call the customer service hotline.

貴行應以一般民眾得認知之方式,告知立約人網路銀行應用環境之風險。

The Bank shall inform the Contractor of the risks of the Internet Banking application environment in a manner that is understandable to the general public.

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。

The Bank shall maintain the correctness and security of the website and pay attention to any forged website at all times to avoid any damage to the rights of the Contractor.

(五) 服務項目

Services

貴行應於本契約載明提供之服務項目,如於網路銀行網站呈現相關訊息者,並應確保該訊息之 正確性,其對立約人所負之義務不得低於網站之內容。 The Bank shall provide the services specified in this Agreement and ensure the accuracy of the information presented on the Internet Banking website, and its obligations to the Contractor shall not be less than the content of the website.

(六)連線所使用之網路

Network used for connection

貴行及立約人同意使用網路進行電子文件傳送及接收。

The Bank and the Contractor agree to use the Internet for the transmission and receipt of electronic documents.

貴行及立約人應分別就各項權利義務關係與各該網路業者簽訂網路服務契約,並各自負擔網路 使用之費用。

The Bank and the Contractor shall enter into a network service contract with each network operator for each of their rights and obligations, and each shall bear the cost of using the network.

(七)電子文件之接收與回應 Receipt and Response of Electronic Documents

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,以電子文件之方式通知立約人。

After receiving the electronic documents containing digital signatures and those that have been agreed by the Bank and the Contractor for identification purposes, the Bank shall provide the web pages of the important information in the electronic documents for the Contractor's reconfirmation, except for the inquiry matters, and then immediately check and process them, and notify the Contractor of the results of the checking and processing by means of electronic documents.

貴行或立約人接收來自對方任何電子文件,若無法辨識其身分或內容時,視為自始未傳送。但 貴行可確定立約人身分時,應立即將內容無法辨識之事實,以電子文件之方式通知立約人。

If the Bank or the Contractor receives any electronic document from the other party and cannot identify the identity or content of the document, it is deemed not to have been transmitted from the beginning. However, if the Bank can confirm the identity of the Contractor, the Bank shall immediately notify the Contractor of the fact that the content is unidentifiable by means of an electronic document.

(八) 電子文件之不執行 Non-execution of Electronic Documents

如有下列情形之一,貴行得不執行任何接收之電子文件:

The Bank may not execute any received electronic documents if any of the following circumstances apply:

1、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。

There are specific reasons to doubt the authenticity of the electronic document or the correctness of the specified matters.

2、貴行依據電子文件處理,將違反相關法令之規定者。

The Bank will violate the provisions of the relevant laws and regulations by processing the electronic documents.

3、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。

The Bank is unable to debit the fees payable by the Contractor from the account for the reason of the Contractor.

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,以電子文件之方式通知立約 人,立約人受通知後得以電話或電子郵件方式向貴行確認。

If the Bank does not execute the electronic document mentioned above, it shall also notify the Contractor of the reasons and circumstances of non-execution by means of electronic documents, and the Contractor shall confirm to the Bank by telephone or e-mail after being notified.

(九)電子文件交換作業時限 Time limit for Electronic Document Exchange Operation

電子文件係由貴行電腦自動處理,立約人發出電子文件,經立約人依第七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貴行規定 之期限內,得撤回、修改。

The electronic document is automatically processed by the Bank's computer, and the electronic document sent by the Contractor shall not be withdrawn after the Contractor confirms the correctness of its content in accordance with the reconfirmation mechanism provided by the Bank in Article 7(1). However, any unexpired reservation transaction may be withdrawn or modified within the time limit specified by the Bank.

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貴行營業時間時(營業時間: 為星期一至星期五(例假日除外)及政府公告補上班日,上午九時至下午三時三十分),貴行 應即以電子文件通知立約人,該筆交易將改於次一營業日處理或依其他約定方式處理。

If the electronic document is sent to the Bank via the Internet and is processed automatically by the Bank's computer after the Bank's business hours (business hours: Monday to Friday (except for holidays) and the working days announced by the government, 9:00 a.m. to 3:30 p.m.), the Bank shall immediately notify the Contractor by an electronic document that the transaction will be processed on the next business day or by other agreed method.

(十)系統故障之權宜處理 Handling of System Failure

立約人同意當連線設備或貴行系統或第三人網路服務業系統發生故障時,貴行得採行必要之權 宜措施處理。

The Contractor agrees that in the event of a malfunction of the connection equipment or the Bank's system or a third party's network service system, the Bank may take the necessary expedient measures to deal with it.

(十一)費用 Fees

立約人自使用本契約服務之日起,同意依貴行「一般網路銀行收費標準表」(如附件)所訂定之收 費標準繳納相關費用,並授權貴行自立約人之帳戶內自動扣繳;如未記載者,貴行不得收取。

The Contractor agrees to pay the relevant fees in accordance with "General Internet Banking Fee Schedule" (as attached) of the Bank from the date of using the services under this Agreement and authorizes the Bank to debit the Contractor's account automatically. The Bank shall not charge any fees if they are not recorded.

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,並以電子文件之

方式使立約人得知(以下稱通知)調整之內容。

In the event of any adjustment to the aforementioned fee schedule after the Agreement has been entered into, the Bank shall announce the content of the adjustment in a prominent place on the Bank's website and inform the Contractor of the adjustment by means of an electronic document (hereinafter referred to as a notice).

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。

If the second adjustment is an increase, the Bank shall provide the option for the Contractor to express consent to the increase on its website. If the Contractor does not agree before the effective date of the adjustment, the Bank will suspend the Contractor's use of some or all of the Internet Banking services from the effective date of the adjustment. If the Contractor agrees to the fee adjustment after the effective date of the adjustment, the Bank shall immediately resume the services related to the Internet Banking contract.

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。

The above announcement and notice shall be made 60 days before the effective date of the adjustment, and the effective date of the adjustment shall not be earlier than the starting date of the next year following the announcement and notice.

(十二) 立約人軟硬體安裝與風險 Contractor's Software and Hardware Installation and Risk 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,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。

The Contractor shall install the required computer software, hardware, and other security-related equipment at its own cost and risk when applying for the use of the services under this Agreement.

第一項軟硬體設備及相關文件如係由責行所提供,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。

If the first item of software, hardware, and related documents are provided by the Bank, the Bank agrees for the Contractor to use them only within the scope of the agreed services and shall not assign, lend, or deliver them in any way to a third party. The Bank shall specify the minimum hardware and software requirements for the Services on the website and the packaging of the hardware and software provided, and shall bear the risk of the hardware and software provided.

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。

Upon termination of the Agreement, if the Bank requests the return of the equipment in the preceding paragraph, it shall be returned only to the extent specifically provided for in the Agreement.

(十三) 立約人連線與責任 Contractor's Connection and Responsibility

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,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。

The Contractor shall install the required computer software, hardware, and other security-related equipment when it applies for the use of the services under this Agreement. The cost and risk of installation shall be borne by the Contractor.

貴行與立約人有特別約定者,必須為必要之測試後,始得連線。

If the Bank has a special agreement with the Contractor, it may only be connected after the necessary testing.

立約人對貴行所提供之使用者代號、密碼、憑證及其它足以識別身分之工具,應負保管之責。 The Contractor shall be responsible for keeping the user code, password, certificate, and other identification tools provided by the Bank.

立約人輸入前項密碼連續錯誤達五次時,貴行電腦即自動停止立約人使用本契約之服務。立約 人如擬恢復使用,應依約定辦理相關手續。惟網路銀行未屆轉帳日之各項預約轉帳仍屬有效, 將於轉帳日依預約指示轉帳。

If the Contractor enters the aforementioned password incorrectly for five consecutive times, the Bank's computer will automatically stop the Contractor from using the services under this Agreement. If the Contractor wishes to resume the use, he/she should complete the relevant procedures in accordance with the Agreement. However, all scheduled transfers made by Internet Banking before the transfer date are still valid and will be made on the transfer date according to the reserved instructions.

(十四)交易核對 Transaction Verification

貴行於每筆交易指示處理完畢後,以電子文件、電話或書面之方式通知立約人,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,以電話或電子郵件方式通知貴 行查明。

After each transaction is processed, the Bank will notify the Contractor by electronic document, telephone, or in writing, the Contractor shall verify the results if there are any errors. If there is any discrepancy, the Contractor shall notify the Bank by phone or email within 45 days from the date of completion of use.

貴行應於每月對立約人以書面或電子文件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,以電話或電 子郵件方式通知貴行查明。

Each month, the Bank shall send the Contractor a written or electronic statement of the previous month's transactions (not sent if there are no transactions in that month). If, after verification, the Contractor believes that there is an error in the transaction statement, the Contractor shall notify the Bank by telephone or e-mail within 45 days of the date of receipt.

貴行對於立約人之通知,應即進行調查,並於通知到達貴行之日起三十日內,將調查之情形或 結果以書面方式覆知立約人。

The Bank shall immediately conduct an investigation into the notice given by the Contractor and shall notify the Contractor in writing of the circumstances or results of the investigation within 30 days from the date the notice reaches the Bank.

(十五)跨行/跨網交易

Inter-bank/Inter-net Transaction

電子轉帳為跨行或跨網交易時,貴行執行電子訊息之傳送後,不負責他行或交換中心之行為或 不行為及因該行為或不行為所造成之損害。

If the electronic transfer is an inter-bank or inter-net transaction, the Bank shall not be responsible for

the acts or omissions of other banks or clearinghouses or for any damage caused by such acts or omissions after the Bank has executed the transmission of the electronic message.

(十六) 電子文件錯誤之處理

Handling of Errors in Electronic Documents

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,貴行應協助立約人更正,並提供其他必要之協助。

In the event that an error occurs in the electronic documents when the Contractor using the services under this Agreement and it is not attributable to the Contractor, the Bank shall assist the Contractor in correcting such error and provide other necessary assistance.

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。

In the event of the error in the foregoing services attributable to the Bank, the Bank shall correct the error as soon as the Bank becomes aware of it and notify the Contractor by electronic document or in a manner agreed upon by the parties.

立約人利用本契約之服務,其電子文件因可歸責於立約人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:

In the event that the error occurs in the electronic documents when the Contractor using the services under this Agreement, and it is attributable to the Contractor, and if the error is caused by the Contractor who applies for or operates the transfer of the wrong financial institution code, deposit account number or amount, resulting in the transfer to another person's account or the transfer of the wrong amount, once the Contractor notifies the Bank, the Bank shall immediately do the following:

一、依據相關法令提供該筆交易之明細及相關資料。

Provide the details of the transaction and related information in accordance with relevant laws and regulations.

二、通知轉入行協助處理。

Notify the transferring bank to assist in processing.

三、回報處理情形。

Report the situation.

(十七) 電子文件之合法授權與責任

Legal Authorization and Responsibility for Electronic Documents

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。

The Bank and the Contractor shall ensure that all electronic documents transmitted to the other party are legally authorized.

貴行或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、電子文件或書面方式通知他方停止使用該服務並採取 防範之措施。

If the Bank or the contractor finds that a third party has fraudulently or piratically used the user's code, password, certificate, private key, or any other circumstances that are not legally

authorized, the Bank or the contractor shall immediately notify the other party by phone, electronic document or in writing to stop using the service and take precautionary measures.

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:

Before your bank accepts the aforementioned notice, the Bank shall be responsible for the effectiveness of the third party's use of the service. However, except in any of the following cases: 一、貴行能證明立約人有故意或過失。

The Bank can prove that the Contractor was intentional or negligent.

二、貴行依電子文件、電話或書面方式通知交易核對資料或帳單後超過四十五日。惟立約人 有特殊事由致無法通知者,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。

The Bank has been notified of the transaction verification information or the bill for more than 45 days by electronic document, telephone, or written means. However, if the Contractor has special reasons for not being able to give notice, the date of the end of the special reasons shall be counted as 45 days, unless the bank has intentionally or negligently done so.

針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負擔。

The cost of identifications for the investigation of fraud and piracy in the second paragraph shall be borne by the Bank.

(十八) 資訊系統安全 Information System Security

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 錄或立約人個人資料。

Each of the Bank and the Contractor shall ensure the security of the information systems used to prevent unauthorized access to, acquisition of, alteration of, or destruction of business records or personal information of the Contractor.

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。

In the event of a dispute regarding the third party breach of the Bank information system protection measures or exploitation of information system vulnerabilities, the burden of proof shall be on the Bank for the non-existence of such facts.

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。

The Bank shall bear the cost of any damage caused by the third party's intrusion into the Bank's information system.

(十九)保密義務 Confidentiality Obligation

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。

In addition to other legal requirements, the Bank shall ensure that the electronic documents exchanged by the Bank will not be leaked to third parties or used for purposes unrelated to this Agreement, and the Bank shall hold third parties liable for the confidentiality obligation of this

Article when the Bank informs them with the Contractor's consent.

前項第三人如不遵守此保密義務者,視為本人義務之違反。

Any third party who fails to comply with this obligation of confidentiality shall be deemed to be in breach of his or her own obligations.

(二十) 資料完整 Information Integrity

立約人使用貴行所提供之各項服務,如需以書面方式為之者,立約人仍須補足書面資料後方 屬完成手續,惟在尚未補足書面資料前,仍應對於完成訊息傳送之交易負責。

If the Contractor needs to use the services provided by the Bank in writing, the Contractor shall complete the procedures only after completing the written information, but before completing the written information, the Contractor shall still be responsible for the transmitted information transactions.

(二十一)損害賠償責任 Liability for Damages

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。 If the Bank and the Contractor agree to transmit or receive electronic documents in accordance with this Agreement, for the reasons which are attributable to the party concerned, the party shall be liable to indemnify the other party for damages arising from any delay, omission, or error attributable to the party.

(二十二)紀錄保存 Record Keeping

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。

The Bank and the Contractor shall keep records of all electronic documents of transaction instructions and shall ensure their authenticity and integrity.

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。

The Bank shall exercise due care and diligence in the retention of the foregoing records. The retention period shall be five years or more, except for other laws and regulations that provide for longer retention periods.

(二十三) 電子文件之效力 Effectiveness of Electronic Documents

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。

The Bank and the Contractor agree to use electronic documents as the means of expression and the electronic documents exchanged pursuant to this Agreement shall have the same effect as written documents. However, this shall not apply unless otherwise excluded by law.

(二十四) 立約人終止契約及變更本服務之內容

Termination of Agreement and Change of Service by the Contractor

立約人得隨時終止本契約及變更本服務之內容,但應親自、書面或雙方約定方式辦理。

The Contractor may terminate this Agreement and change the contents of the Service at any time, but shall do so in person, in writing, or by mutual agreement.

(二十五) 銀行終止契約 Termination by the Bank

貴行終止本契約時,須於終止日三十日前以書面通知立約人。

Upon termination of this Agreement, the Bank shall notify the Contractor in writing 30 days

prior to the termination date.

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契約: The Bank may terminate this Agreement at any time by written or mutually agreed means to the Contractor if any of the following applies:

一、立約人未經貴行同意,擅自將契約之權利或義務轉讓第三人者。

The Contractor assigns the rights or obligations of the Contract to a third party without the consent of the Bank.

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。

The Contractor claims bankruptcy under the Bankruptcy Act or claims rehabilitation or liquidation under the Consumer Debt Settlement Act.

三、立約人違反本「共通約定事項」(十七)至(十九)之規定者。

The Contractor violates the provisions of (17) to (19) of this "General Agreement".

四、立約人違反本契約之其他約定,經催告改善或限期請求履行未果者。

The Contractor violates any other provisions of this Agreement and fails to perform after reminders or requests for performance by the deadline.

本網路銀行約定事項之終止,以貴行辦妥註銷登錄始為生效,對於終止前發送訊息所需完成 或履行之義務不生任何影響,惟網路銀行未屆轉帳日之各項預約轉帳自終止生效起即停止轉 帳作業。

The termination of this Internet Banking Agreement shall be effective upon the completion of the cancellation of the registration by the Bank and shall not affect the obligations to be completed or fulfilled before the termination. However, the Internet Banking will stop transferring funds for each reservation before the transfer date.

(二十六)個人資料之利用 Use of Personal Information

立約人同意貴行及與貴行有業務往來之機構,於符合其營業登記項目或章程所定業務之需要, 得蒐集、處理或國際傳輸及利用立約人之個人資料。

The Contractor agrees that the Bank and the institutions with which the Bank has business dealings may collect, process, or internationally transmit and use the Contractor's personal information as necessary to meet the needs of the Bank's business as set forth in its business registration or bylaws.

(二十七)委外作業 Outsourced Operations

立約人同意貴行得於主管機關核定或核准得委外之作業事項範圍內,將涉及本約定書有關之 資訊作業得委託適當之第三人處理。

The Contractor agrees that the Bank may delegate the operation of information related to this Agreement to an appropriate third party within the scope of the operation approved by the competent authority or approved for delegation.

(二十八) 異常提領規定 Abnormal Withdrawal Regulations

貴行因電腦故障或線路中斷,以致不能提供本網路銀行服務時,立約人仍能親赴貴行櫃台提 領帳戶款項;但因貴行無法得知電腦故障或線路中斷前立約人已發送之付款指示,因此立約 人同意貴行得視立約人往來狀況彈性酌予提領,如有溢領情事應即時返還。

If the Bank is unable to provide the Internet Banking service due to computer failure or line

interruption, the Contractor may still withdraw the funds from the account in person at the Bank's counter. However, since the Bank is unable to know the payment instructions sent by the Contractor before the computer failure or line interruption, the Contractor agrees that the Bank may flexibly withdraw the funds at its discretion depending on the Contractor's previous transacting situation and shall return the funds immediately in case of overpayment.

(二十九)契約修訂 Amendment of the Agreement

本契約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約款。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、 新舊約款內容,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約款;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:

In the event of any modification, addition, or deletion to the terms of this Agreement, if the Contractor does not object to such amendment, addition, or deletion within seven days after the Bank notifies the Contractor in writing or by mutual agreement the Contractor shall be deemed to have accepted such amendment, addition, or deletion. However, if there is any change in any of the following matters, the Bank shall notify the Contractor in writing or by mutual agreement 60 days before the change, and set forth in conspicuous and clear terms of the change and the contents of the old and new terms in writing or by mutual agreement, and inform the Contractor that he/she may object to the change before it takes effect, and if he/she does not object to the change within such period, he/she shall be deemed to recognize the amendment or addition to or deletion from the Agreement and inform the Contractor that if he/she objects, he/she shall notify the within the time limit set forth in the preceding paragraph:

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。

If a third party fraudulently uses or pirates the user's code, password, certificate, private key, or any other unauthorized circumstances, the Bank or the Contractor shall notify the other party.

二、其他經主管機關規定之事項。

Other matters as stipulated by the competent authorities.

(三十) 文書送達 Delivery of Documents

立約人同意以契約中載明之地址為相關文書之送達處所,倘立約人之地址變更,應即以書面或 其他約定方式通知貴行,並同意改依變更後之地址為送達處所;如立約人未以書面或依約定方 式通知變更地址時,貴行仍以契約中立約人載明之地址或最後通知貴行之地址為送達處所。

The Contractor agrees that the address stated in the Agreement shall be the place of delivery of the relevant instruments. If the Contractor's address changes, he/she shall immediately notify the Bank in writing or by other agreed means and agree to change the address to the new address as the place of delivery service. If the Contractor does not notify the change of address in writing or by agreed means, the address stated by the Contractor in the Agreement or the address last notified to the Bank shall still be the place of delivery service.

(三十一)法令適用

Application of Laws and Regulations

本契約準據法,依中華民國法律。

The governing law of this Agreement shall be the laws of the Republic of China.

(三十二)法院管轄

Court Jurisdiction

因本契約而涉訟者,貴行及立約人同意以立約所在地之地方法院為第一審管轄法院,惟不得排 除消費者保護法第47條或民事訴訟法第436條之9規定小額訴訟管轄法院之適用。

In the event of litigation arising out of this Agreement, the Bank and the Contractor agree that the local court in the place where the Agreement is entered into shall be the court of the first instance, provided that the application of Article 47 of the Consumer Protection Act or Article 436-9 of the Civil Procedure Law to the court of competent jurisdiction for small claims shall not be excluded.

(三十三) 標題 Titles

本契約各條標題,僅為查閱方便而設,不影響契約有關條款之解釋、說明及瞭解。

The titles of the provisions of this Agreement are for convenience of reference only and shall not affect the interpretation, description, and understanding of the relevant provisions of the Agreement.

(三十四)契約分存 Subdivision of the Contract

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本契約壹式貳份,由貴行及立約人各執壹份為憑。
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This Agreement shall be executed in two copies, one by the Bank and one by the Contractor.

(三十五)申訴管道 Complaint Recourses

立約人如對本契約有爭議,申訴管道如下:

If there is any dispute about this Agreement, the complaint channels are as follows.

1、免付費服務電話:0800-01-7171#5。

Toll-free service number: 0800-01-7171#5.

2、電子信箱(e-mail):臺灣企銀網站 <u>https://www.tbb.com.tw</u> 客服信箱

Email: Taiwan Business Bank website https://www.tbb.com.tw Customer Service Mailbox

二、使用電子憑證約定事項

Matters for Using Electronic Certificate Agreement

(一) 名詞定義Definition of terms

1、用戶憑證機構:指提供憑證服務之憑證機構。

Subscriber Certificate Authority: The certificate authority that provides certification services.

 2、註冊中心:指驗證憑證申請人之身分或其他屬性,但不簽發憑證之單位或機構。 貴行為本約定書所稱,擔任用戶憑證機構之註冊中心。

Registration Authority: The entity or organization that verifies the identity or other attributes of the certificate applicant but does not issue certificates.

The Bank is the Registration Authority of the Subscriber Certificate Authority as stated in this Agreement.

3、憑證用戶:為憑證中識別之主體,持有與憑證中所載公開金鑰相對應之私密金鑰。憑證用戶, 係憑證作業系統及註冊作業系統之使用者,即本約定書所稱之立約人。

Certificate Subscribers: The subject identified in the certificate holds the private key corresponding to the public key stated in the certificate. The Subscriber is the user of the certificate operating system and the registration operation system, i.e., the Contractor as stated in this Agreement.

4、信賴憑證者:指信賴所收受之憑證用戶憑證及以憑證中所載公開金鑰加以驗證之數位簽章者, 或信賴憑證用戶憑證主體之識別身分(或其他屬性)及憑證所載公開金鑰之對應關係者。

Relying Parties: The party who relies on the received subscriber certificate and the digital signature verified by the public key contained in the certificate or the party who relies on the identification identity (or other attributes) of the subscriber certificate subject and the corresponding relationship of the public key contained in the certificate.

5、憑證實務作業基準:指由用戶憑證機構對外公告,用以陳述憑證機構據以簽發憑證及處理其 他認證業務之準則。網址為:<u>https://www.twca.com.tw/Portal/save/save.html</u>。 Certifications Practice Statement: It refers to the external announcement by the Subscriber Certificate Authority to state the criteria for Certificate Authority to issue certificates and handle other certificate operations. The website is: https://www.twca.com.tw/Portal/save/save.html.

(二) 金融憑證 Financial Certificate

用戶憑證機構提供立約人金融用戶憑證(如金融 XML 憑證、商務 XML 憑證等)服務,使立約 人得以利用用戶憑證機構所簽發之憑證從事金融相關電子交易,立約人申請憑證之註冊及身分 識別與鑑別作業由貴行建置之註冊認證服務相關系統(以下簡稱註冊中心)執行。

Subscriber Certificate Authority provides the Contractor with a financial subscriber certificate (such as a financial XML certificate, business XML certificate, etc.) services so that the Contractor can use the certificates issued by the Subscriber Certificate Authority to engage in financial-related electronic transactions and the registration and identity identification and authentication operations of Contractor applying for certificates are carried out by the registration and certificate service related system (hereinafter referred to as Registration Authority) established by the Bank.

(三)憑證之使用範圍 Scope of Use of Certificates

用戶憑證機構依據憑證實務作業基準所規範及簽發予立約人之憑證,立約人只可使用於網路銀 行相關業務之應用及臺灣網路認證公司網站公告之應用,不可使用於電子簽章法與相關法律規 範、主管機關、台灣票據交換所及銀行公會明訂禁止之應用或業務。

The Subscriber Certificate Authority shall only use the certificate issued to the Contractor in accordance with the Certification Practice Statement for the application of the relevant business of Internet Banking and the application announced on the website of TAIWAN-CA Inc. and shall not use the application or business that is expressly prohibited by the Electronic Signature Law and relevant laws and regulations, the competent authority, Taiwan Checks Clearing House and the Bankers Association.

若憑證使用範圍及與憑證有關作業規定事項變更時,得逕於貴行網站公告。

In case of changes in the scope of use of certificates and matters related to certificate operation regulations, they shall be announced on the website of the Bank.

(四) 註冊中心服務範圍 Scope of Service of the Registration Authority

註冊中心依立約人申請之電子憑證種類,負責傳遞立約人下列服務:

The Registration Authority is responsible for transmitting the following services to the Contractor in accordance with the type of electronic certificate applied by the Contractor:

- 金融 XML 憑證:申請、更新、暫時停用、解禁及廢止等服務。
 Financial XML Certificate: application, update, temporary suspension, unblocking, and revocation services.
- 2、商務 XML 憑證:申請、更新及廢止等服務。

Business XML Certificate: application, update, and revocation services.

- (五) 憑證用戶註冊 Certificate Subscriber Registration
 - 1、金融 XML 憑證 Financial XML Certificate:
 - (1) 立約人應親赴貴行,提供身分證件,供貴行確認身分及驗證申請資格後,始完成憑證用戶 註冊,並均應留存影本於貴行。

The Contractor shall go to the Bank in person and provide identity documents for the Bank to confirm identity and verify application qualifications before completing certificate subscriber registration and keep a copy in the Bank.

(2) 立約人完成憑證用戶註冊後,使用貴行交付之網路銀行密碼及憑證用戶身分識別(CN)代 碼單供立約人憑以登入註冊中心申請簽發憑證。

After completion of certificate subscriber registration, the Contractor shall use the Internet Banking password and Certification Subscriber Identification (CN) code list provided by the Bank for the Contractor to apply for the issuance of the certificate by logging into the Registration Authority.

(3) 立約人於尚未申請憑證前即遺失貴行發給憑以登錄註冊中心之交易密碼或該交易密碼連續 輸入錯誤達五次時,應重新至貴行辦理密碼重置手續。

If the Contractor loses the transaction password issued by the Bank for registration to the Registration Authority before applying for the certificate or if the transaction password has been entered incorrectly for five consecutive times, the Contractor shall go to the Bank for password reset procedures again.

(4) 立約人載具密碼輸入錯誤超逾次數時,應重新至貴行辦理申請手續。

If the electric carrier of the Contractor contains a password input error for more than a number of times, he/she should go to the Bank for application procedures again.

- 2、商務 XML 憑證 Business XML Certificate
 - (1) 立約人應親赴貴行或線上申請辦理,並經貴行確認身分及驗證申請資格後,始完成憑證 用戶註冊。

The Contractor shall apply in person at the Bank or online and complete the registration of the certificate subscriber only after the Bank confirms the identity and verifies the application qualifications.

(2) 立約人完成憑證用戶註冊後,使用貴行交付或線上申請時自行設定之下載密碼,登入行動銀行申請簽發憑證。

After completing certificate subscriber registration, the Contractor shall use the password provided by the Bank or set by the Contractor online during application to apply for the issuance of the certificate by logging into Mobile Banking.

(3) 立約人於尚未申請憑證前即遺失下載密碼或逾申請期限或該下載密碼連續輸入錯誤達五

次時,應重新辦理申請手續。

If the Contractor loses the download password before applying for the certificate, if the application deadline has expired, or if the download password has been entered incorrectly for five consecutive times, the Contractor shall reapply for the application procedures.

(六) 憑證申請及簽發 Certificate Application and Issuance

立約人登錄註冊中心,依憑證申請流程產生金鑰對及憑證申請檔,經註冊中心驗證無誤後,由 註冊中心將立約人之身分識別及相關申請資料傳送至用戶憑證機構簽發憑證。用戶憑證機構有 權決定是否簽發憑證,貴行無權干涉。

The Contractor registers with the Registration Authority and generates a key pair and a certificate application file in accordance with the certificate application process and after verification by the Registration Authority without error, the Registration Authority shall transmit the Contractor's identity identification and relevant application information to the Subscriber Certificate Authority for issuance of the certificate. The Subscriber Certificate Authority has the right to decide whether to issue certificates and the Bank has no right to interfere.

立約人於接受用戶憑證機構簽發之用戶憑證時,必須確認憑證資訊之內容為立約人註冊申請之 資訊。如憑證註冊訊息有異動或私密金鑰有安全顧慮時,必須重新註冊、產生新金鑰對,並向 註冊中心申請新憑證之簽發。

In accepting the subscriber certificate issued by the Subscriber Certificate Authority, the Contractor shall confirm that the content of the certificate information is the same as the information of the subscriber registration application. If there is any change in certificate registration information or the private key has security concerns, it is necessary to re-register, generate a new key pair and apply to the Registration Authority for new certificate issuance.

(七)憑證之使用及保管 Use and Storage of Certificate

立約人必須妥善保管及儲存與憑證相對應之私密金鑰及保護密碼,避免遺失、曝露、被篡改或為第 三者任意使用或竊用。當有被冒用、暴露及遺失等不安全之顧慮時,或憑證內立約人相關之資訊有 異動時,或不再使用該憑證時,申請金融 XML 憑證服務者必須即刻向註冊中心辦理憑證暫時停用 或廢止,申請商務 XML 憑證服務者必須即刻向註冊中心辦理憑證廢止。

The Contractor shall properly store and safeguard the private key corresponding to the certificate and protect the password to prevent loss, exposure, falsification, or arbitrary use or theft by a third party. In case of insecurity concerns such as fraudulent use, exposure, and loss, or if the Contractor-related information in the certificate changes or if the certificate is no longer used, the applicant for financial XML certification service shall immediately apply to the Registration Authority for certificate temporary suspension or revocation, and the applicant for business XML certification service shall immediately apply to the Registration.

立約人應正確使用用戶憑證機構核發之憑證,以電子簽章進行各項查詢、轉帳或其他金融服務。

The Contractor shall correctly use the certificate issued by the Subscriber Certificate Authority to carry out all inquiries, transfer of funds, or other financial services with the electronic signature.

(八) 憑證效期及憑證更新 Certificate Validity and Certificate Renewal

用戶憑證機構簽發予立約人之憑證有效期限,依貴行與用戶憑證機構所議期限為準,

至少為一年。

The validity period of the certificate issued by the Subscriber Certificate Authority to the Contractor shall be at least one year in accordance with the period agreed between the Bank and the Subscriber Certificate Authority.

立約人憑證有效期限屆滿前一個月起至到期日止,應向註冊中心申請憑證更新。憑證若已過期 則無法執行更新,必須重新依本約定事項第五條及第六條規定辦理。

The Contractor shall apply to the Registration Authority for certificate renewal from one month prior to the expiration of the effective period to the expiration date. If the certificate has expired and is unable to apply for the renewal, the Contractor then shall reapply it in accordance with Paragraphs 5 and 6 of this Article.

(九) 憑證暫時停用(暫禁)

Temporary Suspension of Certificate (Temporary Prohibition)

1、立約人於憑證有效期間遇有下列情事之一,可向註冊中心申請憑證暫時停用:

The Contractor can apply to the Registration Authority for temporary suspension of the certificate in case of one of the following events during the validity period of the certificate:

(1) 憑證之私密金鑰有可能遺失、洩露的不安全疑慮時。

The private key of the certificate may be lost or leaked in case of insecurity.

(2) 立約人欲暫時停止使用該憑證一段時間。

The Contractor wants to temporarily suspend the use of the certificate for a period of time. 2、立約人於憑證有效期間遇有下列情事之一,註冊中心可主動辦理憑證暫時停用:

The Registration Authority may take the initiative to temporarily suspend the use of the certificate in case of one of the following events during the validity period of the certificate:

- (1) 立約人使用憑證經有權第三者(例如:用戶憑證機構)宣告未履行應盡義務,或不當使用憑證而有可能違反政府法律、規章、憑證實務作業基準或業務使用規範之疑慮時。 The Contractor uses the certificate to authorize a third party (such as Subscriber Certificate Authority) to declare that he/she has not fulfilled his/her due obligations or has doubts about improperly using the certificate and may violate the government laws, regulations, Certification Practice Statement or business use regulations.
- (2)註冊中心發現立約人申請註冊時提供不實資料,或違反法令或依其他法令規定而不宜 發給憑證時。

The Registration Authority finds that the Contractor provides untrue information in applying for registration or violates laws and regulations or other legal regulations and is not appropriate to issue the certificate.

(3) 立約人帳戶經貴行研判有疑似不當使用情事時。

When the Contractor's account is suspected of improper use by the Bank's investigation and judgment.

憑證暫時停用之時效最長為用戶憑證機構簽發予立約人憑證之有效期限,如超逾憑證有效 期限仍未執行憑證解禁時,則此張憑證即為廢止憑證。

The maximum validity period for certificate suspension is the validity period of the certificate

issued by the Subscriber Certificate Authority to the Contractor and if the certificate unblocking has not been implemented beyond the validity period of the certificate, then the certificate shall be revoked.

本條規定,不適用於商務 XML 憑證。

This provision is not applicable to business XML certificates.

(十) 憑證解除暫時停用(解禁) Certificate Lifting Suspension (Unblocking)

立約人憑證暫時停用後,未解除暫時停用(解禁)或廢止憑證或憑證效期結束,本憑證不得再申 請簽發新憑證。

After the Contractor's certificate has been temporarily suspended, the Contractor shall not apply for issuing a new certificate without lifting the temporary suspension (unblocking), revoking the certificate, or the expiration of the validity period of the certificate.

立約人完成憑證暫禁後,於憑證有效期間終止前,欲繼續使用該張憑證,必須親赴貴行申請解禁 並完成登錄,該張憑證始為有效憑證。

After completing the temporary suspension of the certificate and before the expiration of the certificate validity period, if the Contractor wants to use the certificate continuously, he/she shall apply in person to the Bank to lift the suspension and complete registration before the certification becomes valid.

本條規定,不適用於商務 XML 憑證。

This provision is not applicable to business XML certificates.

(十一)憑證廢止 Certificate Revocation

1、立約人於憑證有效期間內,發生下述情況之一時,必須親赴貴行或以貴行同意方式辦理憑證廢止:

Within the validity period of the certificate, the Contractor shall go to the Bank in person or the method consented by the Bank to apply for certificate revocation under one of the following circumstances:

(1) 憑證內容之憑證用戶相關資訊有更動時。

When the relevant information of the subscriber in the certificate has changed.

(2) 與憑證相關之私密金鑰有毀損、遺失、曝露、被篡改或為第三者竊用之疑慮時。

If the private key related to the certificate is damaged, lost, exposed, falsified, or suspected to be stolen by a third party.

(3)憑證內容之立約人相關資訊,不符合憑證實務作業基準、銀行公會規定之相關憑證政策或 業務使用規範時。

If the relevant information of the subscriber in the certificate does not conform to the Certification Practice Statement, the relevant Certification Policy or the business use regulations stipulated by the Bankers Association.

2、立約人於憑證有效期間內,發生下述情況之一時,用戶憑證機構或註冊中心得主動辦理憑證廢止:

If one of the following conditions occurs during the validity period of the Contractor's certificate, the Subscriber Certificate Authority or Registration Authority shall automatically revoke the certificate:

(1) 立約人申請註冊時提供不實資料,或違反法令或依其他法令規定而不宜發給憑證時。

If the Contractor provides untrue information in applying for registration or violates the law or other laws and regulations and is not suitable for issuing the certificate.

- (2) 用戶憑證機構因憑證管理系統之不適用或憑證系統之整合需求。 The certification management system is not applicable to the Subscriber Certificate Authority or the integration requirements of the certificate system.
- (3) 立約人使用憑證經有權第三者宣告未履行應盡義務,或不當使用憑證而違反政府 法律、規章、憑證實務作業基準或業務使用規範時。 If the Contractor uses the certificate to authorize a third party to declare that he/she has not fulfilled due obligations or improper use of certificate in violation of government laws, regulations, Certification Practice Statement, or business use regulations.
- (4) 主管機關或法院,因業務之需求依正式合法作業程序申請。 The competent authority or the court applies in accordance with formal legal operation procedures for business needs.
- (5) 法院因訴訟與仲裁向註冊中心提出廢止立約人憑證之申請,經貴行核驗為合法之申請 者;或其他第三者或主管機關,符合相關法令與規範之申請。 If the court applies to the Registration Authority for revocation of the Contractor's certificate due to litigation and arbitration and the application is verified by the Bank as a legal action, or applied by another third party or competent authority that conforms

to relevant laws and regulations.

3、立約人於憑證廢止前所執行未屆轉帳日之各項預約轉帳仍屬有效。

The reservation transfer performed by the Contractor before the revocation of the certificate is still valid before the expiration of the transfer date.

(十二) 退費 Refund

立約人依共通約定事項第(十一)「一般網路銀行收費標準表」應支付憑證費用,除另有規定 外,立約人不得要求貴行退還已自立約人帳戶扣取之任何使用憑證費用。

The Contractor shall pay the certificate fee in accordance with the "General Internet Banking Fee Schedule" in paragraph (11) of the Common Terms Agreement and unless otherwise stipulated, the Contractor shall not request the Bank to refund any usage certificate fee deducted from the Contractor's account.

立約人產生本約定事項第(十一)第二項各款情事,並由用戶憑證機構或註冊中心主動辦理該 已簽發憑證之廢止時,各項憑證費用均不退還。

The contracting party encounters any of the items in Item (11) Item 2 of this agreement, and the user certificate agency or registration center actively handles the cancellation of the issued certificate, all certificate fees won't be refunded.

(十三)依據法令要求之資訊提供

Provide Information as Required by Law

除非符合下列之一之條件,否則立約人之註冊基本資料與身分認證相關資料絕不任意提供予權 責管理單位,或其他任何人知悉使用:

Unless one of the following conditions is met, the Contractor's basic registration information and identity certification-related information shall not be provided arbitrarily to the responsible management unit or any other person for knowledge and use:

- 1、政府法律、規章之規定並經由權責管理單位合法之授權。 Government laws and regulations and legal authorization by the responsible management unit.
- 2、法院處理因使用憑證產生的糾紛與仲裁而合法之申請需求。 Legitimate application requirements of the court for handling disputes and arbitration arising from the use of certification.
- 3、具有合法司法管轄權的訴訟仲裁機構之正式申請。 Official application of litigation and arbitration institution with legal jurisdiction.
- 4、立約人以電子簽章方式或親筆簽名之文件證明方式授權。

Authorization by the Contractor in the form of an electronic signature or signed documentary proof.

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(十四)代理 Agency
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立約人與註冊中心、或立約人與用戶憑證機構之權責關係均屬直接關係,無代理之關係存在。

The authority and responsibility relationship between the Contractor and the Registration Authority, or the Contractor and the Subscriber Certificate Authority is a direct relationship and no agency relationship exists.

(十五) 賠償限額 Compensation Limit

依貴行與用戶憑證機構訂定之「認證服務作業合約書」,如因可歸責於用戶憑證機構之事由致 立約人受有損害者,如該損害得以補行程序方式加以填補者,以補行程序為之;如損害不得以 補行程序方式加以填補者,其單一憑證累積賠償金額以新臺幣二十五萬元為上限。

In accordance with the "Certification Service Operation Contract" formulated between the Bank and the Subscriber Certificate Authority, if the Contractor is damaged due to matters attributable to the Subscriber Certificate Authority, if the damage can be filled by supplementary procedures, the supplementary procedures shall be used. If the damage cannot be filled by supplementary procedures, the cumulative compensation amount for a single certificate shall be capped at NT\$ 250,000.

前項情形,立約人能證明用戶憑證機構有故意或重大過失者,不受最高賠償金額限制。

In the preceding case, if the Contractor can prove that the Subscriber Certificate Authority has intentional or gross negligence, the maximum compensation amount is not restricted.

第一項所稱損害,以該次交易所產生之積極損失(不包括所失利益)及其利息為限。

The damage referred to in the first paragraph shall be limited to the positive loss (excluding lost benefits) and interest incurred in the transaction.

前述規定,亦適用於註冊中心。

The foregoing provisions shall also apply to the Registration Authority.

(十六) 賠償責任區分 Division of Liability

 1、立約人向貴行申請註冊時,因故意、過失、或不正當意圖而提供不實資料,致造成用戶憑 證機構、貴行或第三者遭受損害時,立約人自負一切損害賠償責任。

When the Contractor applies for registration with the Bank, the Contractor shall be responsible for all damage indemnity due to intentional, negligent, or improper intent to provide untrue information causing damage to the Subscriber Certificate Authority, the Bank, or third party.

2、立約人必須妥善保管與憑證相對應之私密金鑰及保護密碼,不得洩漏或交付予他人使用,

如因故意或過失,致造成用戶憑證機構、貴行或第三者遭受損害時,立約人自負一切損害 賠償責任。

The Contractor shall properly keep the private key corresponding to the certificate and protect the password and shall not leak or deliver it to others for use and if due to intentional or negligence, the Subscriber Certificate Authority, the Bank, or the third party suffers damage, the Contractor shall be responsible for all damage indemnity.

- 3、前項情形,立約人因而所致之損害,用戶憑證機構及貴行均無需負任何賠償責任。 In the preceding case, the Subscriber Certificate Authority and the Bank shall not bear any indemnity responsibility for the damage caused by the Contractor.
- 4、立約人使用憑證或使用信賴憑證者憑證,有違反用戶憑證機構憑證政策與憑證實務作業基準或銀行公會相關憑證政策之規範,或憑證使用於非憑證實務作業基準規定之其他業務範 圍時,立約人自負一切損害賠償責任。

If the Contractor uses the certificate or the relying party certificate in violation of the certification policy of the Subscriber Certificate Authority and the relevant certification policies of the Certification Practice Statement or the Bankers Association, or if the certificate is used in other business areas not stipulated in the Certification Practice Statement, the Contractor shall be responsible for all damage indemnity.

- 5、因立約人或信賴憑證者之故意或過失,而非為用戶憑證機構或責行之過失,所造成第三者財務、 信譽及其他各方面之損失時,用戶憑證機構或責行擁有賠償責任豁免權。 In the event that the Contractor or the certificate relying party intentionally or negligently and not the fault of the Subscriber Certificate Authority or the Bank causes damage to the third party's finance, reputation, and other aspects, the Subscriber Certificate Authority or the Bank has the right to the indemnity liability waiver.
- 6、因立約人或信賴憑證者之故意或過失,而造成用戶憑證機構或實行或其他第三者財務、信譽及 其他各方面之損失時,立約人或信賴憑證者必須負損害賠償責任,用戶憑證機構或實行可依照 相關法律之規定向立約人或信賴憑證者請求賠償。

In the event that the Contractor or the certificate relying party intentionally or negligently causes damage to the Subscriber Certificate Authority, the Bank, or other third parties' finance, reputation, and other aspects, the Contractor or the certificate relying party shall be responsible for damage indemnity and the Subscriber Certificate Authority or the Bank can request indemnity from the Contractor or the certificate relying party in accordance with relevant laws and regulations.

7、因其他與立約人、貴行、用戶憑證機構三方之任一方連線之電信事業所屬電信設備及線路 設備故障、阻斷或其他不可歸責於該方之事由,以致發生錯誤、遲滯、中斷或不能傳遞而 造成損害時,其所生之損害,該方不負任何責任。

In the event of damage caused by errors, delays, interruptions, or failure to transmit due to failure, interruptions, or other reasons not attributable to the party concerned, the party concerned shall not be held responsible for any damage caused by the failure or interruption of the telecommunication equipment and line equipment belonging to the telecommunication service connected to any of the three parties including the Contractor, the Bank, and the

Subscriber Certificate Authority.

- (十七)爭議之處理 Dispute Settlement
 - 1、立約人與用戶憑證機構或註冊中心因使用憑證所引發之任何爭議,如可歸責於用戶憑證機構或註冊中心者,應由立約人分別與用戶憑證機構或註冊中心協議解決。
 Any dispute between the Contractor and the Subscriber Certificate Authority or the Registration Authority due to the use of the certificate, Subscriber Certificate Authority or the Registration Authority, should be resolved by the Contractor and the Subscriber Certificate Authority or the Registration Authority respectively.
 - 2、前項爭議責任歸屬不明時,應由用戶憑證機構及註冊中心共同與立約人協議解決。 In case of unclear attribution of responsibility for the preceding dispute, the Subscriber Certificate Authority and the Registration Authority should jointly negotiate and resolve the dispute with the Contractor.
 - 3、於爭議協商、訴訟處理過程所發生之費用分擔,依據協商或相關之法律規範處理。 In the course of dispute negotiation and litigation, the sharing of costs shall be in accordance with the negotiation or relevant legal provisions.
 - 4、如為跨國或跨區域之爭議處理,無法以上述之處理方式解決時,依照相關之跨國或跨區域 糾紛仲裁規範處理。

For cases of transnational or inter-regional disputes that cannot be resolved by the above methods, they shall be handled in accordance with the relevant norms for arbitration of transnational or inter-regional disputes.

(十八) 其他 Others

立約人同意註冊中心可基於業務考量, 運行選擇提供憑證服務之用戶憑證機構, 簽發立約人憑 證及相關憑證服務, 立約人對各憑證機構之權利義務,除有特別規定者外,均依據本使用電子 憑證約定事項辦理。

The Contractor agrees that the Registration Authority can select the Subscriber Certificate Authority to provide certificate services, issue the Contractor certificate, and relevant certification services based on business considerations, the Contractor's rights and obligations to the Certificate Authority shall be handled in accordance with the e-certificate agreement unless there are special provisions.

三、網路銀行一般業務約定事項 General Business Agreement of Internet Banking

(一) 往來申請 Application

立約人可以存款帳號原留印鑑,向貴行申請使用貴行網路銀行服務系統(以下簡稱本系統)所 提供之各項服務;惟貴行有權決定立約人於本系統之使用項目及使用權利。

The Contractor may apply to the Bank for the use of the services provided by the Internet Banking service system of the Bank (hereinafter referred to as the System) with the original seal of the Deposit Account. However, the Bank has the right to determine the items and the right of use for the Contractor with the System.

立約人向貴行申請後,將自貴行取得網路銀行密碼單,供進入及使用本系統各項服務。 After applying to the Bank, the Contractor will obtain an Internet Banking password slip from the Bank for accessing and using the services of the System.

- (二) 密碼管理 Password Management
 - 1、立約人首次登入網路銀行應進行使用者密碼及交易密碼之變更。

The contracting party should change the password and transaction password when logging into the Internet Banking for the first time.

2、因遺忘使用者名稱、使用者密碼、交易密碼或連續輸入錯誤達五次遭系統停止使用時,立約人得以下列方式處理:

When the system is suspended due to forgetting the username, password, transaction password or five consecutive input errors, the contractor can deal with it in the following ways:

(1)以晶片金融卡解除鎖定,解鎖成功後,即可以原密碼登入網路銀行或執行交易,倘再連續 錯誤超過5次,立約人應親赴貴行辦理密碼重置手續。

Unlock with the chip financial card. After the unlock is successful, you can log in to online banking or execute transactions with the original password. If there are more than 5 consecutive mistakes, the contracting party should go to the Bank to reset the password.

(2)以晶片金融卡線上重新設定使用者名稱、使用者密碼或交易密碼,並透過簡訊發送授權碼 至立約人已留存於貴行之行動電話確認身份完成後,即可使用重設後之使用者名稱、使用 者密碼或交易密碼登入網路銀行或執行交易。 Chip financial card resets the username, password or transaction password online, and sends

the authorization code to the contracting party's mobile phone that has been kept in the bank through SMS.password or transaction password to log in to online banking or execute transactions.

3、網路銀行使用者密碼變更、交易密碼變更、密碼重置或各項密碼輸入錯誤超過次數致遭系統鎖定,未屆轉帳日之各項預約轉帳仍屬有效,將於轉帳日依預約指示轉帳。 The system will be locked if the password is changed, the transaction password is changed, the password is reset, or various passwords are entered incorrectly for an excessive number of times. All scheduled transfers before the transfer date are still valid and will be transferred

according to the scheduled instructions on the transfer date.

(三) 系統功能 System Functions

本系統提供電子轉帳及交易指示、帳務查詢及金融資訊等三類服務。貴行得視業務需要隨時修 訂本系統功能。

The system provides three types of services, including electronic transfer and transaction instructions, account inquiries, and financial information. The Bank may modify the functions of the System from time to time according to its business needs.

(四)使用系統功能限制 Restrictions on the Use of System Functions

立約人進入本系統輸入身分識別代號、使用者簽入密碼及交易密碼並經貴行檢核正確無誤後, 可以使用本系統所提供之低風險性電子轉帳及交易指示類服務、帳務查詢類服務及金融資訊類 服務等各項服務;倘立約人已申請貴行晶片金融卡交易服務功能者,除可使用上述各項服務, 並得執行費用代扣繳申請及取消、線上更改通訊地址/電話及使用者簽入/交易密碼線上解鎖等 功能,如該晶片金融卡已具備非約定轉帳者,得以該晶片金融卡之主帳號為轉出帳戶,執行新 臺幣非約定轉帳交易。

After entering the system, the contracting party enters the identification code, password and

transaction password, and after the Bank checks that they are correct, they can use the low-risk e-transfer and transaction instruction services, account inquiry services and financial services provided by the system. Information services and other services; if the contracting party has applied for the Bank's chip financial card transaction service function, in addition to using the above-mentioned services, he can also implement fee withholding application and cancellation, online change of mailing address/phone number and password If the chip financial card already has non-agreed transfer functions, the main account number of the chip financial card can be used as the transfer-out account to perform NTD non-agreed transfer transactions.

立約人進入本系統輸入身分識別代號及網路銀行使用者簽入密碼並經貴行檢核正確無誤後,再 憑有效的憑證作為身分之認證,可以使用本系統所提供之高風險性電子轉帳及交易指示類服務 與具有帳務撥轉性質之業務申請類服務,或其他應使用憑證之服務。

The contracting party enters the system and enters the identification code and online banking password, and after being checked by the Bank for correctness, the contracting party may use the high-risk e-transfer and transaction instructions provided by the system with a valid certificate as identity authentication. Services and business application services with the nature of account transfer, or other services that should use the certificate.

貴行得視業務需要隨時修訂使用系統功能限制。

The Bank may revise the restrictions of using the System functions at any time depending on business needs. (五) 憑證效力 Certificate Validity

除遵守本網路銀行約定事項一、共通約定事項(二十三)規範之電子文件之效力外,立約人使用 憑證傳送之訊息(含付款指示),經費行檢核正確後,即與立約人親赴費行填具相關交易憑條或 申請書、加蓋原留印鑑所為之交易或申請具同等效力。

In addition to the validity of electronic documents that comply with the regulations of the Internet Banking Agreement 1 and the Common Agreement (23), the information (including payment instructions) transmitted by the Contractor using the certificate and verified by the Bank to be correct shall have the same validity as the transaction or application made by the Contractor in person at the Bank by filling out the relevant transaction slips or application forms and stamping the original seal.

(六) 各項系統功能作業規定

Regulations on the Operation of Various System Functions

立約人使用本系統進行各項交易後,所持存摺或存單資料與貴行記載數額不符時,以貴行帳載之數 額為準。但經立約人核對貴行所提出之交易紀錄,其不符部分經貴行查證,確為貴行帳載數額有 錯誤時,貴行應更正之。

In the event of a discrepancy between the amount recorded in the passbook or deposit certificate and the amount recorded in the Bank, the amount recorded in the Bank shall prevail. However, if the discrepancy is verified by the Bank after the Contractor has checked the transaction records submitted by the Bank and the discrepancy is confirmed to be an error in the Bank, the Bank shall correct them accordingly.

立約人如擬取消預約轉帳,可逕以本系統執行取消預約轉帳,倘因各項密碼輸入錯誤超過次數致系統停用或憑證更新不成功、到期、廢止、暫時停用而無法以本系統執行取消預約轉帳交易時,立約人應親赴貴行櫃台辦理取消全部未屆轉帳日之預約轉帳。

If the Contractor intends to cancel the reservation transfer, the Contractor can do it by using the system. If

the system is disabled or the certificate is unsuccessfully renewed, expired, revoked, or temporarily suspended due to a limit of times of password entered errors, the Contractor should go to the Bank's counter to cancel all the reservation transfers that have not yet reached the transfer date.

立約人註銷約定轉出帳號,則該帳號下未屆轉帳日之預約轉帳,均停止轉帳作業;註銷約定轉入 帳號,則該帳號下未屆轉帳日之預約轉入已約定帳號,停止轉帳作業。

If the Contractor cancels the reserved outgoing account number, the transfer operation will be suspended for all reservations under the account with unexpired transfer dates, and if the reserved incoming account number is canceled, the incoming transfer operation will be suspended for reservations under the account with unexpired transfer dates.

立約人於貴行網站登錄電子郵箱位址後,可不定期收到貴行主動提供之帳戶訊息通知及重要公告 通知等服務。

After registering the email address on the Bank's website, the Contractor will receive notifications of account information and important announcements from the Bank from time to time.

立約人使用本系統進行業務申請或掛失服務時,除應遵循網頁畫面補充說明之規定外,其所為之申 請,無論是否涉及帳務撥轉,均與立約人親赴貴行營業櫃台填具相關業務書面申請書具有相同效 力。

When using this system to apply for business or loss services, except for the supplementary instructions on the webpage, the application, whether or not it involves the transfer of accounts, has the same effect as the written application form that the Contractor fills out in person at the Bank's counter.

立約人使用本系統支票存款開戶及空白票據申請等服務,貴行保留是否接受之權利。

The Bank reserves the right to accept or reject any application for cheque deposit and blank bill application.

立約人使用本系統各項代扣繳申請服務,應自行輸入各委託機構印列於繳費單據上之資料,貴 行僅將立約人所輸入之委繳資料傳送至各委託機構,並不負責核對所輸入之資料是否正確。貴 行依各代扣繳申請項目之屬性,分別訂定相關約定條款張貼於網站,立約人一旦確定申請該代 扣繳項目,即表示同意履行所申請項目約定條款之作業規範。

When using the system for various withholding application services, the Contractor should enter the information printed on the payment slips by the respective commissioning institutions. The Bank only transmits the information entered by the Contractor to the respective commissioning institutions, and is not responsible for verifying the accuracy of the information entered. The Bank has posted the relevant terms and conditions on its website according to the nature of each withholding application, once the application is filed for the withholding item, means the Contractor will agree to fulfill the terms and conditions of the application.

立約人使用貴行所提供非上述之系統功能時,同意遵守貴行作業規範。

When using the system functions provided by the Bank other than those mentioned above, the Contractor agrees to abide by the Bank's operating rules and regulations.

(七)支存入扣帳時間 Debit Time for Cheque Deposit

辦理支票存款帳戶款項之撥轉,以貴行收到入扣帳指示並完成交易之時間為準,立約人應自行 衡酌交易時間,避免因電腦或網路系統運作異常,影響入帳時間。如因轉入款項之遲延或撥轉 之誤失而遭致退票時,由立約人自行負責,與貴行無涉。

The transfer of funds to the cheque deposit account shall be based on the time when the Bank receives the debit instruction and completes the transaction. The Contractor shall weigh the transaction time by himself/herself to avoid any abnormalities in the operation of the computer or network system that may affect the crediting time. If there is any delay in the transfer of funds or any error in the transfer of funds and the cheque is returned, the Contractor shall be responsible for it and the Bank shall not be involved.

(八)交易金額 Transaction Amount

立約人使用本系統各項轉帳、繳費及匯出匯款交易,其每一轉出帳戶之交易限額,均依主管機 關及貴行業務規章辦理,貴行並得視業務需要隨時調整。

The transaction limit of each account for each transfer, payment, and outward remittance transaction made by the Contractor using the System is subject to the regulations of the competent authorities and the Bank and may be adjusted by the Bank at any time according to the business needs.

(九)停止系統服務 Discontinuation of System Services

有下列情形之一者,貴行得停止立約人使用本系統服務:

The Bank may suspend the Contractor's use of the system service under any of the following circumstances:

1、立約人有任何非正常使用或其他違反約定之情事者。

The Contractor has any irregular use or other violation of the agreement.

2、立約人輸入貴行所提供之使用者名稱或密碼連續錯誤達五次者(惟未屆轉帳日之各項預約 轉帳仍屬有效)。

If the Contractor has entered the user's name or password provided by the Bank incorrectly for five consecutive times (except for the transfer date of each reservation, which is still valid).

3、發生本網路銀行約定事項一、共通約定事項(二十四)、(二十五)契約終止情事者。

Termination of the Internet Banking Agreement (1), Common Agreement (24) and (25).

四、行動銀行服務 Mobile Banking Services

(一)申請及註銷 Application and Cancellation

申請行動銀行服務前需先申請網路銀行服務。

Before applying for Mobile Banking services, you have to apply for Internet Banking services first. 申請一般網路銀行之立約人得臨櫃或線上申請啟用及停用行動銀行服務。申請人如停用行動銀行,得再臨櫃或線上申請重新啟用行動銀行服務。申請人如註銷網路銀行,行動銀行服務亦隨 同註銷。

Applicants for general Internet Banking services may apply for activation and deactivation of Mobile Banking services at the counter or online. If the applicant deactivates the Mobile Banking service, he/she may apply for re-activation of the Mobile Banking service at the counter or online. If the applicant cancels the Internet Banking service, the Mobile Banking service will be canceled as well.

立約人申請行動銀行服務需自行準備行動裝置、下載貴行所提供之行動銀行軟體,並同意憑網 路銀行之使用者名稱及密碼簽入行動銀行使用各項服務功能,但無法以相同之使用者名稱與密 碼同時登入網路銀行與行動銀行。

To apply for Mobile Banking service, the Contractor should prepare your own mobile device, download the Mobile Banking software provided by the bank, and agree to sign in to Mobile Banking with your Internet Banking username and password to use the service functions, however, the Contractor cannot log in to both Internet Banking and Mobile Banking with the same username and password.

使用者名稱及密碼錯誤次數與網路銀行合併計算。

The number of incorrect username and password will be counted together with Internet Banking. 使用行動銀行進行非約定轉帳、繳費或行動支付收付等服務時,須使用隨護神盾。

When using Mobile Banking for non-agreed transfer, payment, or mobile payment services, the Contractor must use Protection Shield.

(二) 服務內容及規範 Service Content and Regulations

客戶申請與變更網路銀行服務時,與貴行約定之各項服務內容及相關費用均適用行動銀行服務; 交易限額合併計算行動銀行及網路銀行之交易金額。

When customers apply for and change the Internet Banking service, the service content and related fees agreed with the Bank are applicable to the Mobile Banking service. The transaction limits are combined to calculate the transaction amount of Mobile Banking and Internet Banking.

貴行得視業務需要隨時修訂行動銀行服務功能,服務項目悉依 貴行網站公告為準。

The Bank may revise the service features of the Mobile Banking service at any time according to the business needs, service items are subject to the announcement on the Bank's website.

伍、網路銀行外匯業務約定事項 Internet Banking Foreign Exchange Business Agreements

(一) 交易限制 Transaction Restrictions

立約人不得利用本系統辦理需檢附核准函或交易文件之外匯轉帳及匯款交易。

The Contractor is not allowed to use the system to process foreign exchange transfers and remittance transactions that require the attachment of approval letters or transaction documents.

(二) 交易時間 Transaction Time

買賣外幣及約定轉帳交易時間為貴行總行營業日 9:10-19:00,其餘交易時間為貴行總行營業日 9:10-15:30。(遇交易之相關營業單位停止營業時,則不提供外匯交易服務)。

Foreign exchange and agreed transfer transactions are from 9:10 to 19:00 on business days of the Bank's head office , For all other transaction are from 9:10 to 15:30 on business days of the Bank's head office. (Foreign exchange transaction services will not be provided when the relevant business unit of the transaction is closed).

(三) 外匯存款業務 Foreign Exchange Deposit Business

 1、立約人以存款轉帳方式辦理結購、結售時,轉出帳戶應為存戶本人之新臺幣活期性存款或 外匯活期性存款帳戶。新臺幣轉外幣或外幣轉新臺幣限同一存戶辦理。

When the Contractor makes a settlement of foreign exchange purchase or sale by deposit transfer, the account to be transferred from should be the depositor's own NTD demand deposit in NTD-or foreign exchange demand deposit account. The exchange of NTD into foreign currency or vice

versa can only be made by the same depositor.

- 2、立約人轉帳之金額、匯率、幣別、預約交易均悉依貴行規定辦理。 The amount, exchange rate, currency, and reservation transaction of the transfer made by the Contractor shall be handled in accordance with the Bank's regulations.
- 3、同一存户之外幣互轉,其轉出、轉入帳戶每日無最高轉帳金額限制;不同存戶之外幣互轉, 其交易限額依貴行規定辦理,貴行可視情況隨時調整限額。 For foreign currency transfers among accounts of the same depositor, there is no daily limit on the maximum transfer amount for the outward and inward transfer accounts. For foreign currency transfers among different depositors, the transaction limits are in accordance with the Bank's regulations, and the Bank may adjust the limits from time to time as appropriate.
- (四) 匯入匯款業務 Inward Remittance Business
 - 1、立約人同意由網路上辦理匯入匯款解款交易時,應俟該筆匯入匯款屆生效日,且於營業日 9:10~15:30 內辦理,扣除相關費用後,始得依匯入匯款電文指示轉入立約人本人之帳戶。 解款帳號若為外幣帳號,則以原幣解款,不得幣轉;解款帳號若非為外幣帳號則以台幣解 款。

When the Contractor agrees to settle the inward remittance transaction through the Internet, the transaction shall be processed within 9:10~15:30 of the business day on or after the effective date of the inward remittance. The payment will be transferred to the Contractor's account in accordance with the instructions of the inward remittance message after the relevant fees have been deducted. If the beneficiary account is a foreign currency account, the payment will be made in the original currency and cannot be transferred to other currencies; if the account is not a foreign currency account, the payment will be made in NTD.

2、立約人同意匯入匯款解款申請及註銷將於申請日或註銷日之次營業日生效。 The Contractor agrees that the application and cancellation of inward remittance payment will take

effect on the business day following the application date or cancellation date.

3、立約人於網路上收到匯入匯款通知後,若因故未於網路上解款而改向 貴行往來營業單位 辦理臨櫃解款時,該臨櫃解款與網路解款具有同一效力,立約人並喪失該筆匯入匯款於網路上解款之權利。

If the Contractor receives the inward remittance notification on the Internet, but for some reason does not settle the remittance on the Internet and instead settle the remittance over the counter at the Bank's branches, the remittance settled over the counter shall have the same effect as that settled on the Internet, and the Contractor shall lose the right to settle that remittance on the Internet.

- 4、匯入匯款通知不論係以網路解款或臨櫃解款,如 貴行未獲匯款行補償或有糾葛,立約人 同意於接到 貴行通知後,立即退還全部或超收之款項。
 Whether the inward remittance is settled on the Internet or over the counter, if the Bank is not compensated by the remitting bank or if any dispute arises, the Contractor agrees to refund all or the excess amount immediately after receiving the notice from the Bank.
- (五)匯出匯款業務 Outward Remittance Business
 - 1、立約人辦理匯出匯款,應先約定轉出及匯入帳戶,其轉出帳戶限立約人在貴行開立之存款
 帳戶(定期性存款除外)。

For outward remittance, the Contractor shall first designate the outward and inward transfer accounts, and the outward transfer accounts shall be limited to the Deposit Accounts (excluding term deposits) opened by the Contractor with the Bank.

2、本項業務之匯款手續費及郵電費等相關費用,悉依貴行相關規定收取,並授權貴行逕自指 定轉出帳戶內代為扣繳。

The remittance handling charge, cable charge and postage, etc. shall be collected in accordance with the relevant regulations of the Bank, and the Contractor hereby authorizes the Bank to deduct the fees from the designated outward transfer account.

3、立約人之匯出匯款指示經 貴行檢核無誤後,即由貴行依匯款指示逕自指定之轉出帳戶內代為扣繳。

After the remittance instructions from the Contractor are verified by the Bank, the Bank will debit the designated outward transfer account directly according to the remittance instructions.

4、授權貴行或貴行之通匯銀行,得以認為合適之任何方法匯出匯款,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,不論該行係由立約人 或 貴行所指定,貴行均不負任何責任。

The Bank or its correspondent banks are authorized to make the remittance by any method that is appropriate and any foreign correspondent bank may be used as the paying bank or intermediary bank. The Bank shall not be liable for any errors caused by the foreign paying bank or intermediary bank, whether designated by the Contractor or by the Bank.

5、貴行如應立約人之請求協助辦理追蹤、查詢,其所需之郵電費及國外銀行收取之費用,均 由立約人負擔。

If the Bank assists in tracing and inquiry at the request of the Contractor, the cable charge and fees charged by the foreign bank shall be borne by the Contractor.

6、立約人同意轉出金額即為匯出金額,手續費及郵電費另行計算,手續費幣別未指定時,以 轉出金額之幣別為手續費幣別,立約人絕無異議。

The Contractor agrees that the outward transfer amount equals to the remittance amount, and the handling charge and cable charge will be calculated separately. If the currency of the handling charge is not specified, the currency of the outward transfer amount shall be the currency of the handling charge, and the Contractor shall have no objection.

7、立約人同意匯出匯款於國外銀行解款或轉匯行自匯款金額內扣取之費用依立約人於匯款交易所勾取手續費負擔方式辦理,立約人絕無異議。

The Contractor agrees that the fees deducted from the remittance amount by the foreign paying bank or intermediary bank in an onward remittance shall be in accordance with the handling charge method selected by the Contractor for the remittance transaction, and the Contractor shall have no objection.

- (六)外匯匯率之折算 Conversion of Foreign Exchange Rates
 - 1、交易匯率:立約人同意於辦理網路匯款及新臺幣與外幣間之轉帳業務時,有關匯率之適用 除另有議定外,依貴行營業時間中受理當時之貴行即時牌告匯率為折算基準;外幣間轉帳 則依「轉換匯率」承做。

Transaction exchange rate: For online remittances and transfers between NTD and foreign

currencies, unless otherwise agreed, the Contractor agrees that the exchange rate shall be based on the Bank's real-time exchange rate at the time of acceptance during the Bank's business hours. For transfers between foreign currencies, the "conversion rate" shall apply.

- 2、外匯預約交易匯率:以指定交易日貴行 9:10 之即時牌告匯率承做。 The exchange rate for foreign exchange reservation transactions: Undertake with the exchange rate of the Bank's real-time exchange rates at 9:10 on the designated transaction date.
- 3、如遇外匯市場波動劇烈時,貴行得視實際情況需要,暫停受理網路外匯業務服務。 In case of severe fluctuations in the foreign exchange market, the Bank may suspend the online foreign exchange service as required by the actual situation.
- (七)外匯業務申報 Foreign Exchange Business Declaration
 - 1、立約人利用本系統辦理有關之匯款及轉帳交易,應遵照中央銀行公佈之「外匯收支或交易 申報辦法」辦理。

The Contractor should follow the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" issued by the Central Bank when using the System to conduct relevant remittance and transfer transactions.

- 2、立約人申辦本項服務時,須領有 貴行認可合乎規定及資格之相關證明文件。 When applying for this service, the Contractor must possess relevant supporting documents that meet the requirements and qualifications approved by the Bank.
- 3、立約人之外匯收支或交易未辦理新臺幣結匯者,以貴行掣發之其他交易憑證視同申報書。 If the Contractor does not settle foreign exchange transactions or receipts in New Taiwan Dollars, other transaction certificates issued by the Bank shall be treated as the declaration.
- 4、立約人利用網際網路辦理結匯申報經查獲有申報不實情形者,貴行即終止立約人使用本項 連線服務辦理外匯業務。

If the Contractor uses the Internet to make a foreign exchange settlement declaration and is found to have made a false declaration, the Bank shall terminate the Contractor's use of this online service for conducting foreign exchange business.

- 5、立約人使用網路銀行辦理結匯交易有將大額結匯款化整為零,以規避應辦理之申報及當年 累積結匯金額之情事者,貴行得依「銀行業辦理外匯業務作業規範」、「銀行業輔導客戶 申報外匯收支或交易應注意事項」等規定,逕行終止網路銀行或採行其他必要措施。 If a contracting party conducts foreign exchange transactions via online banking and breaks down large amounts of foreign exchange into smaller amounts to evade required reporting and being counted into the accumulated exchange settlement for the year, the Bank may, in accordance with the "Directions Governing Banking Enterprises for Operating Foreign Exchange Business", " Directions for Banking Enterprises while Assisting Customers in Declaring Foreign Exchange Receipts and Disbursements or Transactions" and other regulations, directly terminate the online banking services or adopt other necessary measures.
- 6、立約人辦理外匯業務時,應審慎據實填報匯款性質,如有未據實填報者,依據管理外匯條例第二十條第一項規定,將收新臺幣三萬元以上、六十萬元以下之罰鍰。 When processing foreign exchange business, the Contractor should be careful to report the nature of the remittance according to the facts, if he/she fails to report the information, a fine of more than

NT\$30,000 and less than NT\$600,000 will be imposed in accordance with Article 20, Paragraph 1 of the Foreign Exchange Control Act.

- 7、貴行有權逕依有關外匯法令之規定,據實將水單或交易憑證彙報,立約人應悉數承認,絕 不異議。如獲悉立約人已超出其當年累積結匯金額或法令不得辦理時,貴行有權拒絕受理。 The Bank has the right to report the exchange memo or transaction certificate in accordance with the regulations of the relevant foreign exchange law, and the Contractor shall ratify all the contents of such report and shall raise no objection thereto. In the event the Contractor is restricted from making foreign exchange conversions due to the Contractor having exhausted his/her annual conversion allowance or due to regulatory restrictions, the Bank shall be entitled to refuse to execute relevant transactions.
- (八) 立約人與貴行議定匯率後,如未依約定完成交易或要求取消交易時,致貴行受有損失,貴 行得向立約人收取損失金額,並授權貴行自立約人之約定轉出帳號逕行扣款。
 If the Contractor fails to complete the transaction or requests to cancel the transaction after an exchange rate has been agreed upon by the Contractor and the Bank, and the Bank suffers a loss as a consequence,

the Bank may collect the loss amount from the Contractor and be authorized to debit from the Contractor's designated outward transfer account.

(九) 立約人當日臨櫃交易及網路交易之匯款金額,倘達大額結匯金額時,依「外匯收支或交易 申報辦法」第5條規定,立約人應提供相關交易文件,並改以臨櫃交易同時辦理大額結匯申報, 如有故意規避大額結匯申報之事實者,一經查獲,日後應至貴行櫃台辦理。

If the amount of remittance made by the Contractor over the counter and online transactions reaches a large amount of settlement, the Contractor shall provide relevant transaction documents and file a large amount of settlement declaration at the same time with the over-the-counter transactions in accordance with Article 5 of the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions ". If the Contractor intentionally circumvents the declaration of a large amount of foreign exchange settlement and once found, he/she will be required to go to the counter of the Bank for further services.

- 六、黄金存摺網路交易約定事項 Online Transactions of Gold Passbook Agreement
 - (一)申請要件 Application Requirements

立約人以貴行之網路銀行服務系統,線上申請黃金存摺帳戶,須具備下列要件:

The Contractor applies for a gold passbook account online through the Bank's Internet Banking service system, the following requirements must be met:

- 1、成年之本國人 Adult natives.
- 2、已申請使用本行網路銀行且已約定新臺幣活期性存款(不含支票存款)帳戶為轉出帳號者。 Applicants who have applied to use the Bank's Internet Banking service and have agreed to transfer their NTD demand deposit (excluding checking deposit) accounts.
- 3、已臨櫃開立黃金存摺帳戶,但尚未申請黃金存摺網路交易。 Applicants who have opened a gold passbook account at the counter but have not yet applied for gold passbook online transactions.
- 4、已申請使用本行晶片金融卡或電子簽章(憑證載具)。 Applicants who have applied for the use of the Bank's Chip Financial Card or electronic signature

(certificate carrier).

(二)服務時間 Service Hours

立約人以貴行之網路銀行服務系統(以下簡稱本系統),辦理黃金存摺之買進、回售、預約買進、預約回售、定期定額申購、定期定額約定變更或查詢資料等服務時,應於貴行網站公告之服務時間內為之。

The Contractor shall use the Bank's Internet Banking Service System (hereinafter referred to as the System) for the purchase, resale, scheduled purchase, scheduled resale, fixed-amount subscription, fixed-amount contract change, or information inquiry of the gold passbook during the service hours announced on the Bank's website.

(三)約定帳號(即網路銀行交易指定帳戶)

Contract Account (i.e., designated account for internet banking transactions)

以本系統辦理黃金存摺之買進、回售時,立約人之約定轉出帳號及約定轉入帳號,即黃金存摺 帳號與新臺幣存款帳號,限立約人於貴行開立之帳戶,立約人之扣款帳號如未預先約定或因結 清銷戶或其他任何原因,致該扣款帳號不存在時,立約人應以臨櫃方式辦理買進或回售。

When using this System to perform the purchase and resale of gold passbooks, the agreed transfer account and the agreed remittance account of the Contractor, namely the gold passbook account and NTD deposit account, are limited to the accounts opened by the Contractor in the Bank, and If the Contractor's deduction account number is not agreed in advance or the deduction account number does not exist due to settlement or any other reason, the Contractor shall perform his/her purchase or resale at the counter.

立約人若於完成黃金存摺之預約買進、預約回售後,辦理變更約定新臺幣存款帳號者,該筆預 約交易於預約後的第一個營業日仍依原約定新臺幣存款帳號作為黃金買進扣款帳號、黃金回售 入帳帳號。

If the Contractor changes the agreed NTD deposit account number after completing the reservation for the purchase or resale of the gold passbook, the original agreed NTD deposit account number shall be used as the gold purchase debit account number and gold resale credit account number on the first business day after the reservation is made.

(四) 不可抗力 Force Majeure

如因不可抗力事由或其他原因,包括但不限於斷電、斷線、電信壅塞、網路傳輸干擾、貴行之 電腦系統故障或第三人破壞等,致使立約人所為交易或其他指示遲延完成或無法按立約人指示 完成、或致使貴行未能提供本系統服務者,立約人同意貴行不負任何賠償責任。

The Contractor agrees that the Bank shall not be liable for any delay in the completion of the transaction or other instructions given by the Contractor or the failure to complete the transaction in accordance with the Contractor's instructions, or the failure of the Bank to provide the services of the System due to force majeure or other reasons, including but not limited to power failure, line disconnection, telecommunications congestion, network transmission interference, failure of the Bank's computer system, or damage by third parties.

立約人預約交易後第一營業日若因天然災害或其他不可抗力之原因,致無黃金牌告價時,則該 預約交易無效。

If there is no gold listed price due to natural disaster or other force majeure reasons on the first business day after the date of reservation, the reservation will be invalid.

(五) 系統服務 System Services

立約人同意貴行於貴行網站公告本系統新增或異動(含調整、變更或取消)之服務項目及其相 關規定時,除貴行另有規定外,立約人無須另填申請書,即可使用本系統新增或異動後之服務 項目;立約人一經進入本系統並使用該新增或異動後之服務項目時,即視為立約人同意依貴行 網站所公告本系統新增或異動服務項目之相關規定辦理,且同意受該規定拘束。

If new or changed (including adjustment, change, or cancellation) service items of the System and their related regulations are announced on the Bank's website, the Contractor agrees that he/she is not required to fill in a separate application form to use the new or changed service items of the System, unless otherwise stipulated by the Bank. Once the Contractor enters the System and uses the new or changed service items, it is deemed that the Contractor agrees to follow the relevant regulations announced on the Bank's website and agreed to be bound by such regulations.

(六) 投資風險 Investment Risk

國際黃金價格有漲有跌,存戶投資黃金可能產生本金收益或損失,最大可能損失為買進金額之 全部,請自行審慎判斷投資時機並承擔投資風險,辦理黃金存摺各項交易,如有涉及贈與、繼 承及應繳稅捐等情事,悉由存戶或繼承人自行申報與負擔,黃金存摺不計算利息,亦非屬存款 保險條例規定之標的,不受存款保險保障。

The international gold price may go up or down, and the Contractor may have a gain or loss on the principal invested in gold, with the maximum possible loss being the entire amount purchased, please make your own prudent judgment on the timing of investment and bear the investment risks. Any transactions involving gifts, inheritance, and taxes will be declared and borne by the Contactor or his/her successors. The gold passbook does not calculate interest and is not the subject of deposit insurance regulations and will be not protected by deposit insurance.

(七) 立約人應一併遵守其與貴行訂定之黃金存摺開戶約定條款之約定及相關法令之規定。

The Contractor shall comply with the terms and conditions of the gold passbook opening agreement with the Bank and the provisions of the relevant laws and regulations.

(八)立約人於貴行網路銀行辦理新臺幣黃金存摺帳戶申請及交易,同意 貴行於網路銀行說明及 揭露黃金存摺重要內容及風險。

The Contractor agrees to the Bank's description and disclosure of the important contents and risks of the gold passbook at the Bank's Internet Banking when applying for and transacting in the NTD gold passbook account on Internet Banking.

六、隨護神盾約定事項

Agreement with the Protection Shield

(一) 名詞定義

Definition of Terms

 1、隨護神盾:係指立約人透過行動裝置(如智慧型手機、平板電腦等)下載商務XML憑證並 以該憑證進行交易驗證之安控機制。

Protection Shield: It refers to the security control mechanism for the Contractor to download the business XML certificate through mobile devices (such as smartphones, tablets, etc.) and use the certificate for transaction verification.

2、下載密碼:係指立約人於臨櫃申請隨護神盾時由貴行所核發之密碼或於線上申請時自行設

定之密碼,用於下載商務 XML 憑證時使用。

Download Password: It refers to the password issued by the Bank or set while online application when the Contractor applies for the Protection Shield at the counter for use in downloading the business XML certificate.

3、隨護密碼:係指立約人透過行動裝置下載商務XML憑證時自行設定之密碼,用於行動裝置 透過隨護神盾進行交易驗證時使用。

Protection Password: It refers to the password set by the Contractor when downloading the business XML certificate through mobile devices and is used for transaction verification through mobile devices with the Protection Shield.

(二)使用範圍 Scope of Use

隨護神盾可使用於特定金額範圍內之非約定轉入帳號交易,及主管機關與中華民國銀行商業同 業公會聯合會訂定之金融機構辦理電子銀行業務安全控管作業基準明訂之應用或業務,使用範 圍及有關作業規定事項變更時,得逕於貴行網站公告。

The Protection Shield can be used for non-contractual transfer account transactions within a specific amount and for applications or services specified in the Certification Practice Statement for security control of e-banking by financial institutions as stipulated by the competent authorities and the Bankers Associations of the Republic of China. When the scope of use and related operational requirements are changed, they may be announced on the Bank's website.

- (三) 隨護神盾之申請、使用與保管 Application, Use, and Storage of the Protection Shield
 - 1、立約人申請使用隨護神盾服務應臨櫃或線上申請辦理,並經貴行確認身分及驗證申請資格。
 The Contractor shall apply for the use of the Protection Shield service at the counter or online, and shall verify the identity and eligibility of the application by the Bank.
 - 2、立約人應妥善保管下載密碼,不可洩漏予第三人知悉,須自取得下載密碼起於貴行所定期間 內完成隨護神盾開通使用之程序,逾時須重新辦理申請手續。

The Contractor shall keep the download password properly and shall not disclose it to any third party, and shall complete the procedure of activating the use of the Protection Shield within the period of time specified by the Bank from the time the download password is obtained.

3、立約人應妥善保管「隨護密碼」,不得洩漏或交付予他人使用,如因故意或過失,致遭受損害時,立約人自負一切損害賠償責任。

The Contractor shall keep the password properly and shall not leak or deliver it to others for use. If the Subscriber suffers damage due to intention or negligence, the Contractor shall be responsible for all damages.

4、立約人應妥善保管已下載憑證之行動裝置,如有遺失、滅失、被竊或其他喪失占有等情形時, 應立即向貴行辦理憑證廢止手續,日後如擬恢復使用,應重新辦理申請手續。未辦理憑證 廢止手續前而遭冒用所生之損害,立約人應自行負責。

The Contractor shall properly keep the downloaded certification mobile device and in case of loss, extinction, theft, or other loss of possession, shall immediately apply to the Bank for certificate revocation procedures and in the future, if he/she intends to resume to use, shall reapply for application procedures. The Contractor shall be responsible for any damage caused by fraudulent use before applying for certificate revocation procedures.

- (四) 隨護神盾之異動作 Change Operation with the Protection Shield
 - 1、立約人之憑證有效期限,至少為一年,有效期限屆滿前一個月起至到期日止,應申請憑證更 新。憑證若已過期則無法執行更新,應重新辦理申請手續。

The validity period of the Contractor's certificate shall be at least one year and from one month before the expiration of the validity period to the expiration date, the Contractor shall apply for certificate renewal. If the certificate has expired then it is not possible to perform the renewal and should reapply for the application procedure.

2、立約人於行動裝置輸入「隨護密碼」連續錯誤達五次時,即自動停止立約人使用本項機制服務。立約人如擬恢復使用,應重新辦理申請手續。

If the Contractor enters the "Protection Password" in the mobile device for five consecutive times, the service machine will be suspended automatically from use by the Contractor. If the Contractor wishes to resume the use, he/she shall reapply for the application procedure.

(五)隨護神盾憑證之廢止作業 Revocation of the Certificate of Protection Shield

立約人擬終止使用隨護神盾,得臨櫃或線上辦理憑證廢止手續,並經貴行完成電腦登錄後始生效。 如欲恢復使用時,應重新辦理申請手續。

If the Contractor wishes to terminate the use of the Protection Shield, he/she shall apply for certificate revocation procedures at the counter or online and take effect after the computer registration of the Bank is completed. If the Contractor wants to resume the use, he/she should apply for the application procedure again.

八、行動銀行 QR Code 掃描支付服務

Mobile Banking QR Code Scanning Payment Service

(一)本服務係立約人利用貴行行動銀行 APP 點選「行動支付」,並登入行動銀行後使用 QR Code 掃描方式,執行轉帳、轉帳購物、消費扣款及繳費等服務。

This service is provided to the Contractor by clicking "Mobile Payment" on your Mobile Banking App and using QR Code scanning method after logging in to Mobile Banking to perform transfer, purchase transfer, spending debit, and payment services.

(二)立約人於初次使用本服務前,應於臨櫃或線上申請貴行所提供安控機制,以便於交易時進行驗證。

Before using this service for the first time, the Contractor should apply for the security control mechanism provided by the Bank at the counter or online for verification during the transaction.

(三)立約人可利用下列支付工具進行本服務之相關交易:

The Contractor may use the following payment tools for transactions related to the Service:

 新臺幣活期性存款帳戶:立約人於貴行開立新臺幣活期性存款帳戶,已於臨櫃完成網路銀行 約定轉出帳戶,即可作為本服務之交易扣款帳戶。

NTD demand deposit account: If the Contractor opens a NTD demand deposit account with the Bank and completes the Internet Banking contract transfer account at the counter, then the account can be used as the debit account for this service.

2、信用卡: 立約人得使用本人於貴行申請之實體信用卡,作為本服務之交易付款工具(立約人申請本服務若未於支付工具選項欄位勾選信用卡,則僅得透過信用卡進行繳稅交易) Credit card: The Contractor may use the physical credit card applied by him/her at the Bank as the payment tool for the service (if the Contractor does not check the credit card box for the payment tool, he/she may only use the credit card for tax payment transactions)

(四)立約人使用本服務進行各項交易,除使用信用卡支付工具需與連結之實體信用卡共用信用額度 外,其它之交易限額合併計算於行動銀行及網路銀行交易限額。

For all transactions using the Service, except for credit card payment tools that share credit limits with the linked physical credit card, all other transaction limits shall be combined into the Mobile Banking and Internet Banking transaction limits.

(五) 立約人之基本義務

Basic Obligations of the Contractor

 1、立約人使用本服務應盡善良管理人之注意義務,妥善保管及使用交易付款密碼、支付工具帳 號或卡號,不得讓與、轉介、提供擔保或以其他方式轉讓或交予第三人使用,未妥善保管 而發生遺失、毀損、滅失所致之損失,由立約人自行負責,貴行不須負任何賠償責任。

The Contractor shall exercise due care and diligence in the use of the Service and shall properly store and use the transaction payment password and payment tool account number or card number, and shall not transfer, refer, provide guarantee or otherwise transfer or deliver them over to a third party for use, the Bank shall not be liable for any loss or damage caused by the loss, destruction or extinction due to improper storage, the Contractor shall be responsible for his/her own liability.

2、立約人個人資料(如手機門號、E-MAIL 等)變更時,應經由臨櫃、網路銀行或其他方式辦理 資料變更。

When changing personal information (e.g., cell phone number, E-MAIL, etc.), the Contractor should go through the counter, Internet banking, or other means to change the information.

(六)信用卡支付工具約定事項 Credit Card Payment Tool Agreement

 本服務提供之信用卡付款以掃碼方式進行,無法使用於需讀取晶片或磁條之信用卡交易(如 預借現金),亦不具有電子票證功能(如悠遊卡、一卡通等),另部分需提供完整卡號或以實 體信用卡過卡判別(如刷條碼或插入晶片等)始得享有之卡友權益及消費優惠回饋可能無法適 用,亦不適用市區停車、國際機場外圍停車及公共事業費代扣繳等,以現場實際刷卡使用 狀況為準。

The credit card payment provided by this service is made by scanning, and cannot be used for credit card transactions that require chip or magnetic stripe reading (e.g., cash advance), and does not have the function of an electronic ticket (e.g., EasyCard, iPASS Card, etc.), and some of the cardholder benefits and spending rewards that require the provision of a complete card number or the use of a physical credit card for card identification (e.g., swiping a barcode or inserting a chip, etc.) may not be applicable, and also not applicable on city parking, peripheral parking of the international airport, and payment of public utility bills, it will be subject to the actual use of the card on site.

2、立約人同意使用信用卡支付工具需依信用卡約定條款之收費標準收取費用,收費標準於訂約後如有調整,費行應於調整生效六十日前於網站上公告其內容,使立約人得知調整內容。 The Contractor agrees that the use of credit card payment tools shall be charged in accordance with the fee schedule of the credit card agreement. If the fee schedule is adjusted after the Agreement is signed, the Bank shall announce the content on the website 60 days before the adjustment takes effect so that the Contractor is informed of the adjustment.

- 3、使用本服務之實體信用卡如有遺失、被竊、被搶、詐取或其他遭立約人以外之第三人占有之 情形,立約人應儘速以電話或其他方式通知貴行或其他經貴行指定機構辦理掛失停用手續。 If the physical credit card used for the Service is lost, stolen, robbed, fraudulently obtained, or otherwise possessed by a third party other than the Contractor, the Contractor shall promptly notify the Bank or any other institution designated by the Bank of the loss and suspension of the Service by telephone or other means.
- 4、使用本服務係實體信用卡之衍生服務,如實體信用卡有掛失、停用或終止等狀態異動,該卡號有效狀態亦隨之異動。

The use of this service is a derivative service of the physical credit card. If there is any change in the status of the physical credit card, such as loss, suspension, or termination, the valid status of the card number will also change accordingly.

5、貴行停止立約人使用信用卡之權利,或實體信用卡契約被終止或解除時,亦隨之停止使用 (若有多張信用卡者,僅停用被終止或解除契約之實體信用卡連結付款卡號,其他卡號仍為 有效)。

If the Bank stops the right of the Contractor to use the credit card, or if the contract of the physical credit card is terminated or canceled, the use of the card will also be stopped (if there are multiple credit cards, only the payment card number linked to the physical credit card whose contract is terminated or canceled will be stopped, while the other card numbers are still valid).

(七)國際使用 International Use

- 1、立約人於國外特約商店使用本服務時,即授權貴行按結算代理銀行依約所列之結匯日匯率處理、轉換,並使用新臺幣金額結付,其交易金額合併計算於行動銀行及網路銀行交易限額。 When using the Service at overseas contract stores, the Contractor authorizes the Bank to process and convert the foreign exchange amount at the exchange rate on the settlement date as stated in the Agreement with the clearing agent bank and settle the amount in New Taiwan Dollars, and the transaction amount will be counted as the transaction limit of Mobile Banking and Internet Banking.
- 2、立約人於國外特約商店消費時,應自行核算並控制確認其本年度(自每年元月一日起至同年 十二月三十一日止)已使用之外匯額度不超過中央銀行所訂額度,並授權結算代理銀行為 本服務之結匯代理人,且依中央銀行相關規定據實代立約人結匯申請,立約人對於結算代 理銀行依上述授權代為結匯申報之內容,均悉數承認,絕無異議。

When spending money at overseas contract stores, the Contractor shall make its own accounting and control to confirm that the foreign exchange limit used in the current year (from January 1 of each year to December 31 of the same year) does not exceed the limit set by the Central Bank, and authorize the clearing agent bank to be the clearing agent for this Service and to settle the foreign exchange application on behalf of the Contractor according to the relevant regulations of the Central Bank. The Contractor acknowledges the contents of the

above-mentioned authorization of the clearing agent bank to settle the remittance on behalf of the Contractor and has no objection.

3、立約人如有退款需求時,應自交易日起 90 日內,持該交易憑證向特約商店辦理全額退貨, 且不得要求由貴行代為辦理退貨手續;退款匯率使用原始交易匯率進行退貨。

If the Contractor has a refund request, he/she shall return the full amount to the contract store with the transaction certificate within 90 days from the transaction date, and shall not request the Bank to handle the return procedure on his/her behalf. The refund exchange rate shall be used for the original transaction rate.

4、立約人與國外特約商店間所生之任何權利、義務、瑕疵擔保及智慧財產權、消費者保護等法 律責任等均應由立約人與國外特約商店自理,概與貴行無涉。

Any rights, obligations, defects warranties, intellectual property rights, consumer protection, and other legal responsibilities arising between the Contractor and the foreign contract store shall be handled by the Contractor and the foreign contract store, and shall not be related to the Bank.

5、立約人如遇系統原因(包含但不限於逾時、未完成等因素)而造成重覆扣款等異常交易或對扣款帳款有疑義時,得自交易日起 90 日(含當日)內向貴行請求複查,貴行應提供交易紀錄協助核對,逾期未請求複查者,視為無異議。

In the event of abnormal transactions such as repeated debit or doubts about the debit amount due to system reasons (including but not limited to overtime, incomplete, etc.), the Contractor may request a review from the Bank within 90 days from the date of the transaction (including that day), if no request for review is made after the deadline, it shall be deemed that there is no objection.

- (八)消費糾紛及帳款疑義之處理 Handling of Consumer Disputes and Billing Doubts
 - 1、立約人明確瞭解使用本服務於商店進行消費扣款或轉帳購物交易,與現金交易並無不同。 The Contractor clearly understands that the use of the Service for spending debit or transfer transactions at stores is no different from cash transactions.
 - 2、立約人於實體或網路店家進行物品、勞務或其他交易(含轉帳、繳費)時,其交易內容均應由 立約人確認。貴行對交易過程及內容不負任何擔保責任,亦不負確認轉帳金額與交易金額是 否相符之責任。

When the Contractor conducts goods, services, or other transactions (including transfers and payments) at a physical or online store, the contents of the transactions shall be confirmed by the Contractor. The Bank shall not be responsible for the process and content of the transaction, nor shall it be responsible for confirming whether the amount of the transfer is consistent with the amount of the transaction.

3、立約人應於操作畫面確認其交易轉帳手續費,且悉依貴行之規定辦理。

The Contractor should confirm the transaction transfer fee on the operation screen and follow the Bank's regulations.

4、立約人倘與實體或網路店家發生消費爭議(包括但不限於商品或服務之品質、數量、金額

等),應由立約人自行與店家協商解決,立約人均不得以此為由向貴行請求返還轉帳金額, 亦不得以其與收款人間交易所生之爭議向貴行為任何主張。

If a dispute arises between the Contractor and a physical or online store (including but not limited to the quality, quantity, or amount of goods or services), the Contractor shall negotiate with the store to resolve the dispute, and the Contractor shall not use this as a reason to request a refund of the transfer amount from the Bank, nor shall the Contractor make any claim against the Bank for any dispute arising from the transaction between the Contractor and the recipient.

5、立約人對扣款帳款有疑義時,得向貴行請求複查,貴行應提供交易紀錄協助核對。

If the Contractor has doubts about the debited amount, he/she may request a review from the Bank and the Bank shall provide transaction records to assist in the verification.

(九)貴行如有調整本服務內容或修改本約定事項任一條款時,經貴行於網路銀行網頁公告或以行動 銀行 APP 通知立約人後,立約人仍繼續使用本服務時,視為同意貴行調整本服務內容或增修 本約定事項。

If the Bank adjusts the contents of the Service or modifies any of the terms and conditions of the Agreement, the Contractor shall be deemed to have agreed to the Bank's adjustment of the Service or amendment of the Agreement if he/she still continue to use the Service after the Bank has notified the Contractor through the Internet Banking website or the Mobile Banking App.

(十)立約人若有任何疑問,請撥打下列客服專線或利用網路留言。

If the Contractor has any questions, please call the following customer service hotline or leave a message via the Internet.

客戶專線 Customer Service Hotline::

免付費服務專線:0800-01-7171按3轉接專人。

Toll-free service line: 0800-01-7171, press 3 to be transferred to the person in charge.

各地區市話請撥:(02)2357-7171按3轉接專人(以市話計費)。

For local calls, please call (02)2357-7171 and press 3 to be connected to a representative (local calls are charged).

網路留言: (https://www.tbb.com.tw/)→客服信箱→訪客留言。

Internet Message: (https://www.tbb.com.tw/) \rightarrow Customer Service Mailbox \rightarrow Guest Message.

(十一)除本約定事項另有約定外,其餘如消費者保護、個人資料保護等約定事項悉依貴行「開戶總約定書」及貴行信用卡約定條款(含其變更或修訂)之相關約定辦理。

Unless otherwise specified in this Agreement, all other contractual matters such as consumer protection and personal information protection are governed by the "General Agreement for Account Opening" and the terms and conditions of the credit card agreement of the Bank (including any changes or amendments thereto).

臺灣企銀 Taiwan Business Bank <u>https://www.tbb.com.tw</u>

網路銀行 Internet Banking <u>https://ebank.tbb.com.tw</u>

請勿登入不明之偽設網址,以保障使用之安全。

Please do not log in to unknown fake websites to protect the safety of your use.

捌、電子對帳單(CA10504)

Electronic Statement (CA10504)

一、貴行得將申請人每月電子銀行之成功交易明細(含網路銀行、電話銀行、全球金融網及全國性繳費活期存 款扣繳作業 ID+ACCOUNT 非約定繳費)於次月 10 日前傳送電子交易對帳單至申請人設定之電子信箱地 址,不另寄送書面對帳單。如因申請人之電子信箱或線路傳輸等因素,致無法接收電子交易對帳單時,同 意貴行改以掣發紙本對帳單予營業單位寄交申請人。

The Bank may send the applicant's monthly e-banking transaction details (including Internet Banking, Phone Banking, Global Financial Network, and national demand deposit debit operation ID + ACCOUNT non-contractual payment) to the applicant's designated email address by the 10th of the following month. If the applicant is unable to receive the electronic transaction statement due to the applicant's e-mail address or line transmission, the Bank agrees to send the applicant a paper statement instead.

二、申請人因電子信箱或線路傳輸等因素,致無法接收電子交易對帳單時,為保障已身權益,得自行於 貴行網路銀行或至開戶行(全行收付之個人戶得於聯行)臨櫃申請取消電子交易對帳單,由 貴行 改為按月寄發書面對帳單。

If the applicant is unable to receive electronic transaction statements due to e-mail address or line transmission, he/she may apply for cancellation of electronic transaction statements at the Bank's Internet Banking or at the account opening bank (associated banks are available for the personal accounts with the bank-wide collection and payment) in order to protect his/her rights and interests, the Bank may send paper statements to the applicant on a monthly basis.

三、申請人接獲電子交易對帳單後,如對其交易明細內容有疑義,於收到電子交易對帳單之日起45日 內通知開戶行查明,未提出異議者,視為內容核對無誤。倘電子交易對帳單記載與 貴行之紀錄不 符時,概以 貴行之紀錄所載為準。但經申請人核對 貴行提出之交易紀錄,其不符部分,經 貴行 查證,確為 貴行錯誤時, 貴行應更正之。

If the applicant has any doubts about the details of the electronic transaction statement, he/she shall notify the account opening bank within 45 days from the date of receipt of the electronic transaction statement and if he/she does not raise any objection, he/she shall be deemed to have verified the details. In case of discrepancies between the electronic transaction statement and the Bank's records, the Bank's records shall prevail. However, if the applicant checks the transaction records submitted by the Bank and the discrepancy is verified by the Bank to be an error liable to the Bank, the Bank shall correct it accordingly.

四、申請人於當月3日前申請或取消電子交易對帳單服務者,則於當月起生效,即 貴行得自當月開始 傳送上個月份電子交易對帳單或恢復寄送書面對帳單。

If the Applicant applies for or cancels the electronic statement service before the 3rd day of the month, it will be effective from that month, i.e., the Bank may start sending electronic statements or resume sending paper statements for the previous month from that month.

五、申請人得自行登入本行網路銀行或於接收電子對帳單時辦理密碼變更作業。

The Applicant may change their passwords by logging in to the Bank's Internet Banking or when receiving e-Statements.

六、申請人遺忘密碼時得辦理密碼重置,包括本行電子交易對帳單、基金電子對帳單及信用卡電子帳單之 密碼重置。

The Applicant may reset their passwords when they forget their passwords, including the Bank's e-transaction statements, fund e-Statements, and credit card e-Statements.

七、申請人辦理密碼重置/變更申請作業,本行將於交易完成後以電子郵件發送申請人密碼重置/變更確認信 函,申請人需於接獲確認信函後點選回覆確認,密碼變更/重置始生效力,未於申請日起15日內點選 回覆確認者,則申請失效。

When the Applicant applies for a password reset/change operation, the Bank will send the applicant a confirmation letter by email after the transaction is completed. The applicant should click on the reply button after receiving the confirmation letter for the password change/reset to be effective, fails to click on reply for

confirmation within 15 days from the application date, the application will be invalidated.

玖、外匯存款(活/定期、綜合存款)約定事項(FA11208)

Foreign Exchange Deposit (Demand/Time Deposit, Composite Deposit) Agreement (FA11008)

一、本存款之最低起息額及起存額悉依 貴行規定辦理,並按 貴行牌告利率計息:

The amount to start accruing interest and the starting minimum deposit amount for this deposit are in accordance with the Bank's regulations, and the interest will be calculated according to the Bank's listed interest rate:

(一)各存款幣別起息(存)額分述如下:

The amount to start accruing interest (and starting deposit amount) of each deposit currency are as follows:

1.外匯活期存款起息額(無起存額)

- Foreign exchange demand deposit amount to start accruing interest (no starting deposit amount)
- (1) 美金 USD、澳幣 AUD、加幣 CAD、英鎊 GBP、新加坡幣 SGD、瑞士法郎 CHF、歐元 EUR、紐幣 NZD: 300 元。
- (2) 人民幣 CNY: 1,000 元。
- (3) 港幣 HKD、南非幣 ZAR、瑞典幣 SEK: 3,000 元。
- (4) 日幣 JPY: 30,000 元。
- 2.外匯定期存款起息額(即起存額)

Foreign exchange time deposit amount to start accruing interest (i.e., starting deposit amount)

- (1) 美金 USD、澳幣 AUD、加幣 CAD、英鎊 GBP、新加坡幣 SGD、瑞士法郎 CHF、歐元 EUR、紐幣 NZD: 1,000 元。
- (2) 人民幣 CNY: 6,000 元。
- (3) 港幣 HKD、南非幣 ZAR、瑞典幣 SEK: 10,000 元。
- (4) 日幣 JPY: 100,000 元。
- 上開存款起息(存)額及條件異動時, 貴行應依第一章共通約定事項第十六條約定方式辦理。

In the event of any change in the amount to start accruing interest (and starting deposit amount) and conditions of the above deposit, the Bank shall follow the procedures stipulated in Article 16 of Chapter 1 of the Common Agreement.

(二) 計息方式 Interest Calculation Method

1. 計算利息自存款日起算至付息日前一日止,一年以三百六十天計,一月以三十天計。

Interest is calculated from the date of deposit to the day before the interest payment date, and is calculated based on a 360-day year and a 30-day month.

利率表示以年利率為準,利息計算至分位(但日圓計至元位),以下四捨五入。

The interest rate shall be based on the annual interest rate, and interest shall be calculated to the nearest cent (but the Japanese yen shall be calculated to the dollar), and the following shall be rounded off.

(1)外匯活期存款利息按日計息,以「元」為計息單位,於每年六月二十日及十二月二十日
 各結算一次。

Interest on foreign exchange demand deposits is calculated on a daily basis in "dollars" and is settled on June 20 and December 20 of each year.

(2)外匯定期存款利息按存款日之存款利率及存單金額(含角分位)計息,足月部份按月 計息,不足月部份按日計息。

Interest on foreign exchange time deposits is calculated based on the deposit interest rate and the amount of the deposit certificate (including the decimal places) on the date of deposit, and the full month portion is calculated on a monthly basis, while the portion less than one month is calculated on a daily basis.

- 二、外匯定期存款中途解約及逾期處理 Termination of foreign exchange time deposits and overdue treatment:
 - (一)外匯定期存款中途解約時立約人應於七日前通知 貴行或經 貴行同意後辦理並依下列規定計息:

When a foreign exchange time deposit is terminated early, the Contractor shall notify the Bank or obtain the Bank's consent seven days in advance, and the interest shall be calculated in accordance with the following provisions:

1.實存期間未滿一週者,不予計息。

Interest shall not be calculated if the actual deposit period is less than one week.

2.存滿一週以上未滿一個月者,按實存期間依起存日之牌告外匯活期存款利率八折單利計息。

If the deposit period is more than one week but less than one month, the interest shall be calculated based on the actual deposit period at 80% of the posted foreign exchange demand deposit interest rate as of the date of deposit on simple interest basis.

3.存滿一個月以上者(包括不足整月之零星日數):

For deposits of one month or more (including fractional days of less than one full month):

- (1) 採「固定」計息時:按實存期間依起存日之相當期別牌告定期存款利率八折單利計息。
 - "Fixed" interest rate: The interest shall be calculated based on the actual deposit period at 80% of the posted time deposit interest rate of equivalent term as of the date of deposit on simple interest basis.
- (2) 採「機動」計息時:按實存期間依起存日之相當期別牌告定期存款利率八折單利計息, 如遇牌告利率調整,於利率調整日改依新牌告利率分段八折單利計息。
 "Floating" interest rate: The interest shall be calculated based on the actual deposit period at 80% of the posted time deposit interest rate of equivalent period as of the date of deposit on simple interest basis. If the posted interest rate is adjusted, the interest is calculated at 80% of the new posted interest rate on adjustable simple interest basis on the date of interest adjustment.
- (3)進行前述計算時,如貴行未設有相當期別牌告利率,則依前一較低期別牌告定期存款利率八折單利計息。

If the Bank does not have a posted interest rate of equivalent period, the interest shall be calculated based on 80% of the posted time deposit interest rate of the previous lower period on simple interest basis.

(二)外匯定期存款到期後逾期提取者,其逾期期間之利息依照提取日 貴行外匯活期存款利率折合 日息單利計付,存款到期日至提取日期間,遇 貴行活期存款牌告利率調整時,應按調整之牌告 利率折合日息單利分段計付逾期利息。

If a foreign exchange time deposit is withdrawn after maturity, the interest during the overdue period shall be calculated and paid according to the interest rate of the foreign exchange demand deposit of the Bank

on the date of withdrawal converted into daily interest on simple interest basis. If the posted interest rate of the Bank's demand deposit is adjusted during the period from the maturity date to the withdrawal date, the overdue interest shall be calculated according to the adjusted posted interest rate converted into daily interest on adjustable simple interest basis.

三、本存款項下外匯定存之計息方式一經選定,在存期中即不得再申請變更。

Once the interest-bearing method of the foreign exchange time deposit under this deposit is selected, no further application for change is allowed during the deposit period.

四、本存款存摺/存單與貴行記載數額不符時,以貴行記載之正確數額為準,惟立約人若能證明貴行記載數 額有錯誤時,貴行應予更正該錯誤額。

In case of a discrepancy between the amount recorded in the passbook/deposit certificate and the amount recorded by the Bank, the correct amount recorded by the Bank shall prevail, if the Contractor can prove that the amount recorded by the Bank is incorrect. The Bank shall rectify the incorrect amount accordingly.

五、本存款之存摺、印鑑遺失,立約人當即通知貴行,並依貴行外匯存款之相關規定辦理掛失止付、印鑑 變更或存摺補發。

If the passbook or the seal of the Deposit is lost, the Contractor shall immediately notify the Bank, and shall follow the relevant regulations of the Bank to stop payments, change the seal or apply for a replacement passbook.

六、立約人與貴行往來期間,因其他關係而經貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、 破產宣告、裁定重整、停止營業及其他法律處分者,本存款項下之各種存款,均得視為全部到期,立約 人並即喪失一切債務期限之利益及任由貴行依法行使質權或主張抵銷,貴行且無通知之義務。

If, in the course of the relationship between the Contractor and the Bank, any litigation is initiated by the Bank or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, cessation of business, or other legal sanctions, all deposits under the Deposit shall be deemed to be fully matured and the Contractor shall forfeit all benefits of the term of the debt and be at the disposal of the Bank to exercise the right of pledge or claim set-off in accordance with the law, and the Bank shall have no obligation to notify the Contractor.

七、外匯綜合存款 Foreign Exchange Composite Deposit.

(一)本存款係綜合貴行現行之外匯活期存款(以下簡稱外匯活存)及外匯定期存款(以下簡稱外匯定存) 等業務,納入同一本存摺內,立約人憑該存摺,與存款憑條或取款憑條,或依其他約定方式, 辦理存取款項等業務往來,概不得請求發給存單或其他憑證。

This deposit is a composition of the Bank's current foreign exchange demand deposit and foreign exchange time deposit, etc., in the same passbook. The Contractor shall not request for the issuance of a certificate of deposit or other certificates when he/she uses the passbook to make transactions with the deposit slip or the withdrawal slip, or in any other manner as agreed.

(二)本存款所轉存之外匯定存將逐筆列印明細資料於存摺末頁之「外匯定期存款明細」欄內,本行 不另簽發存單或其他憑證。

The details of the foreign exchange time deposit transferred from this deposit will be printed in the "Foreign Exchange Time Deposit Details" section on the last page of the passbook, and no separate deposit certificate or other certificates will be issued.

(三)立約人若未辦理自動轉期申請,於本存款之外匯定存到期時,由貴行將本金及扣稅後之利息轉 入本存款之外匯活存內,再依約定之轉存方式轉存外匯定存。

If the Contractor does not apply for automatic rollover, the Bank will transfer the principal and after-tax interest to the foreign exchange demand deposit at the maturity of the foreign exchange

time deposit and then transfer it to the foreign exchange time deposit in accordance with the agreed re-deposit method.

(四)立約人同意將本存款項下現在及將來所存入之外匯定存,僅得提供貴行設定質權並出質予貴行,立約人並聲明絕不將本存款轉讓或設定質權予第三人或他行。

The Contractor agrees to only provide the Bank with the pledge right and pledge to the Bank for the current and future foreign exchange time deposits under this Deposit. The Contractor declares

that he/she will not transfer or pledge this Deposit to a third party or another bank.

(五)本存款申請自動轉存定期存款者,於活存各幣別餘額分別達各該幣別之保留額及該幣別外匯定存之最低起存額以上時,其超過保留額之部分,將以轉存額或其倍數為單位自動轉存所約定之外匯定存並辦理自動轉期,惟每次自動轉存金額亦須達各該幣別外匯定存之最低起存額以上。 自動轉期方式預設為本金自動轉期無限次,利息到期轉入外匯活期存款帳戶,如欲變更自動轉期方式,則應填具「外匯定期性存款約定事項申請/變更/註銷申請書」辦理變更。計息方式 分為固定或機動,存款期間以貴行牌告為限。

For those who apply for automatic transfer of this deposit to time deposit, if the balance of each currency reaches the reserve amount of each currency and the minimum starting amount of the foreign exchange time deposit in that currency, the amount in excess of the reserve amount will be automatically transferred to the foreign exchange time deposit in the amount of the transfer or a multiple thereof and automatically rolled over, provided that the amount of each automatic transfer reaches the minimum starting amount of the foreign exchange time deposit in that currency. If the Contractor wishes to change the automatic rollover method, he/she should fill out the "Application Form for Foreign Exchange Time Deposit Application/ Change/ Cancellation" for the change. The interest accrual method can be fixed or floating, and the deposit period is subject to the notice of the Bank.

(六)立約人同意如欲變更或註銷開戶申請書暨約定書之外匯綜合存款自動轉存約定時,應重新填具「外匯定期性存款約定事項申請/變更/註銷申請書」辦理。

The Contractor agrees that if he/she wishes to change or cancel the Application for Opening an Account and the Agreement for automatic transfer of foreign exchange time deposits, he/she should fill out a new "Application Form for Foreign Exchange Time Deposit Application/ Change/ Cancellation" for processing.

八、立約人如對本約定書有疑義,申訴管道:免付費服務電話:0800-01-7171 按5或電子信箱 (e-mail):臺灣企銀網站<u>https://www.tbb.com.tw</u>客服信箱

If the Contractor has any doubt about this Agreement, the complaint channel: Toll-free service telephone number: 0800-01-7171 press 5 or e-mail: Taiwan Business Bank website <u>https://www.tbb.com.tw</u> Customer Service Mailbox.

九、立約人之外匯活期存款最近三年以上(含)未有收付且各幣別餘額皆低於起息額,於102年12月 前經 貴行轉列靜止戶者,立約人得隨時要求恢復往來,靜止戶欲恢復往來應親自至 貴行或依 貴行規定之其他方式辦理。自102年12月起即不再轉列靜止戶。

If the foreign exchange demand deposit has not been received or paid for more than three years and the balance of each currency is below the amount to start accruing interest, and the account was transferred to a dormant account by the Bank before December 2013, if the Contractor wishes to resume the transaction, he/she should go to the Bank in person or by other means as prescribed by the Bank for processing. Starting from December 2013, there will be no more dormant accounts.

十、外匯匯入匯款處理 Foreign Currency Inward Remittance Processing:
 (一)匯入匯款電文明確標示客戶之戶名及帳戶,且資料齊全未有其他指示者,立約人同意貴行核對

無誤後得逕依電文指示存入立約人之存款帳戶,惟立約人仍需提供該匯入款項之交易性質,並 授權貴行逕自匯入匯款中或自立約人存款帳戶中扣取立約人就匯入匯款所應繳付之各項費用; 如電文指示之帳戶為新臺幣帳戶,立約人同意其兌換匯率以存入當時貴行牌告各該幣別之買入 匯率為準,由貴行逕行兌換為新臺幣後入帳,如有匯率變動損失及任何糾葛,立約人明瞭並願 承受所致之損失或不利益,並同意依中央銀行「外匯收支或交易申報辦法」及其他主管機關規 定來行辦理申報。

If the inward remittance message clearly states the customer's name and account number, and the information is complete without other instructions, the Contractor agrees that the Bank may deposit the funds into the Contractor's deposit account according to the instructions of the message after verifying that the information is correct. However, the Contractor still needs to provide the nature of the transaction of the inward remittance and authorizes the Bank to debit the all expenses payable by the Contractor in respect of the inward remittance from the inward remittance or from the Deposit Account of the Contractor. If the account indicated in the message is a New Taiwan Dollar account, the Contractor agrees that the exchange rate shall be based on the purchase rate of the respective currency as listed by the Bank at the time of deposit and shall be converted to New Taiwan Dollars by the Bank and transferred to the account. The Contractor understands and is willing to bear any loss or disadvantage caused by the damage of exchange rate change and any disputes. The Contractor also agrees to declare in accordance with the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" of the Central Bank and regulations of the other competent authorities.

(二)匯入匯款一經轉存入戶即視為立約人業已取得該筆款項,若有重複入帳,經貴行通知後,立約 人當立即償還;如匯款行因故取消或立約人擬拒收該筆匯入匯款時,立約人應臨櫃辦理退匯相關 事宜。

Once the inward remittance is transferred to the account, the Contractor shall be deemed to have received the fund. In case of duplication, the contractor shall return the fund immediately after notified –by the Bank. If the remitting bank cancels the remittance for any reason or if the Contractor intends to reject the remittance, the Contractor should apply for the return of the remittance at the counter.

拾、輕鬆理財帳戶約定事項(MM11208)

The Agreement of Easy Financial Management Deposit Account (MM11008)

一、本帳戶以新臺幣綜合存款帳戶為主帳戶,以證券款項交割專戶、外匯存款帳戶、基金信託帳戶、透支 帳戶、黃金存摺帳戶為分帳戶,由主帳戶聯結控管。

The account is controlled by the main account, which is the NTD Composite Deposit Account, and the subaccounts, which are the securities settlement account, foreign exchange deposit account, fund trust account, overdraft account, and gold passbook account.

- 二、各分帳戶不得申請各類金融卡,不得申辦全行收付及各項電子銀行(網路銀行、電話銀行、行動銀行等)業務,原以各分帳戶名義與貴行約定之前述各項業務自即日起同意無條件註銷該約定事項。
 Each sub-account is not allowed to apply for any financial cards, bank-wide payment and collection, and any electronic banking (Internet Banking, Phone Banking, Mobile Banking, etc.) services, and the aforementioned services agreed with the Bank in the name of each sub-account are agreed to be canceled without conditions from now on.
- 三、立約人倘原已委託貴行自立約人證券款交割帳戶轉帳繳納各項費用,同意無條件註銷以該證券款交割 帳戶作為轉帳帳號,並約定改以主帳號作為該項繳費之轉帳帳號,原簽訂之書面委繳約定仍繼續有效; 轉帳帳號之異動經貴行洽妥各該項費用收受機構同意後,貴行開始履行代繳義務,在此之前立約人同 意自行繳納該項費用。

If the Contractor has entrusted the Bank to transfer fees from the Contractor's securities settlement account, he/she agrees to cancel the transfer account with the securities settlement account without any condition and agrees to use the main account number as the transfer account for such payment. After the change of the transfer account has been agreed upon by the recipient institution, the Bank will start to fulfill the payment obligation on your behalf, before that, the contracted person agrees to pay the fee by himself/herself.

四、分帳戶不得為臺、外幣之存提、匯款、轉帳 (證券業務及衍生相關款項之交割除外)及黃金之 買賣、轉帳、轉換黃金現貨、定期定額投資等交易之入扣帳帳戶,分帳戶與主帳戶聯結後,轉入分帳

户之交易均無法成功。

The sub-account cannot be used for deposit and withdrawal, remittance and transfer of NTD and foreign currencies (except for settlement of securities business and derivatives), and used as an account for debiting or depositing of gold trading, transferring, gold spot conversion, and dollar cost averaging investment transactions. After the sub-account is linked to the main account, the transactions transferred to the sub-account will not be successful.

五、本帳戶各類交易集中登錄於一本存摺,原分帳戶存摺作廢。存摺內容含新臺幣活期性存款存提明細及 定期性存款明細、外匯活期存款存提明細、外匯定期存款明細、買賣基金明細(含分配淨值)、買賣 證券款項交割明細、買賣黃金明細;存摺內容依交易時間排序,逐行逐頁列印於存摺內。

All transactions in this account are centrally registered in one passbook, and the original passbook of the subaccount is null and void. The passbook contains details of deposits and withdrawals of NTD demand deposits and time deposits, details of deposits and withdrawals of foreign exchange demand deposits, details of foreign exchange time deposits, details of funds traded (including net value of distributions), details of settlement of securities traded, and details of gold traded. The contents of the passbook are printed line by line and page by page in order of transaction time.

六、證券款項及其他衍生款項之入扣帳 Securities and Other Derivative Payments

(一) 立約人委託貴行買賣有價證券(含信用交易)或委託申購證券等應付貴行(或貴行代收代付)買 賣證券款項、申購處理費及認購價款,或應向貴行收取買賣證券款項等,同意就應交付貴行之款項, 逕由立約人主帳戶全額扣帳後逕交付貴行,或扣帳後轉入證券款項交割分帳戶,惟主帳戶餘額不足 全額扣帳轉存時,貴行得不予以扣帳轉存;立約人亦同意就應受領之款項於貴行撥入證券款項交割 分帳戶後轉撥存入主帳戶,或逕存入主帳戶。

When the Contractor entrusts the Bank to buy and sell marketable securities (including credit transactions) or entrusts the Bank to purchase securities that are payable to the Bank (or the Bank collects and pays on behalf of the Contractor) for the purchase and sale of securities, purchase processing fee, and the subscription price, or to receive the payment for the purchase and sale of securities from the Bank, Contractor agrees to debit the full amount of the payment to be delivered to the Bank from the Contractor's main account and deliver it to the Bank, or transfer it to the securities settlement sub-account after debiting, if the balance in the main account is not sufficient for full debit and transfer, the Bank may not debit and transfer the amount. The Contractor also agrees to transfer and deposit the receivable amount into the main account after it has been transferred to the securities settlement sub-account by the Bank or deposit it directly into the main account.

(二)貴行接收財金公司或其他機構代發股利媒體檔案執行整批入帳時,倘入帳帳戶為立約人證券款項 交割分帳戶,立約人同意貴行將該筆款項逕存入立約人主帳戶。 When the Bank receives the dividend media files from the Financial Information Service Co., Ltd. or other institutions to perform a batch deposit, if the Deposit Account is the sub-account for securities settlement, the Contractor agrees that the Bank will directly deposit the funds into the Contractor's main account.

- 七、基金投資 Fund Investment
 - (一)選擇自動申購基金時無須另行開立信託帳戶。

It does not need to open a separate trust account when the Contractor chooses to subscribe for funds automatically.

(二)自行單筆申購基金,或定期定額申購基金,以主帳戶帳號為扣款帳號者,該基金分配資料登錄於 主帳戶存摺。

If the Contractor makes a lump sum fund purchase or a dollar cost averaging fund subscription with the main account as the debit account, the fund distribution information will be recorded in the main account passbook.

(三)登錄於主帳戶存摺之基金,其扣帳帳號變更後,該筆基金後續資料不再登錄。

When the debit account number of a fund registered in the main account passbook is changed, the subsequent information of the fund will no longer be registered.

- 八、基金自動申購贖回 Automatic Subscription and Redemption of Funds
 - (一) 立約人可選擇辦理自動申購、贖回基金,並約定最多三支基金及其申購順序,基金種類由 貴 行另訂。

The Contractor may choose to make automatic fund subscriptions and redemptions, and agrees to a maximum of three funds and the order of their subscriptions. The types of funds are determined separately by the Bank.

(二)自動申購之基金登帳於主帳戶存摺,不發給信託憑證。

The funds subscribed automatically will be recorded in the main account passbook and no trust certificates will be issued.

- (三)約定自動申購者,當主帳戶新臺幣活期性存款逾一百五十萬元,超逾部分自動依約定之順序 申購基金,每次最低申購金額新臺幣十萬元,超出部分以一萬元為單位累加。
 For automatic subscription, when the main account exceeds NT\$1,500,000 in demand deposits, the excess amount will be automatically applied for the funds in the order specified in the Agreement. The minimum purchase amount is NT\$100,000 per application, and the excess amount will be added up in units of NT\$10,000.
- (四)約定自動贖回者,主帳戶新臺幣活期性存款低於一百萬元時,即自動依約定申購之順序贖回 帳上自動申購之基金,以補回存款至一百五十萬元為原則;贖回基金時,倘帳上扣除贖回單 位數後尚餘零星單位數,其金額在新臺幣一萬元以內,亦一併贖回入帳。
 For automatic redemption, if the main account has a demand deposit of less than NT\$1,000,000, the fund will be automatically redeemed the funds in the order in which it was purchased, and the fund will be redeemed up to NT\$1,500,000. When the Fund is redeemed, if there are any fractional units remaining in the account after deducting the number of units redeemed, the amount of such units within NT\$10,000 will be redeemed and credited to the account as well.
- (五)每次最低贖回金額為新臺幣十萬元,超出部分以一萬元為單位累加,惟帳上剩餘基金淨值不足十萬元時則全數贖回,其餘申購、贖回規定依各發行機構規定辦理。
 The minimum redemption amount is NT\$100,000 per redemption, and the excess amount will be added up in units of NT\$10,000, but if the remaining net value of the fund is less than NT\$100,000, the fund will be fully redeemed, the rest of the subscription and redemption requirements are subject to the regulations of each issuer.
- (六)自動申購之基金不得進行投資標的之轉換。

The funds subscribed automatically cannot be switched to another investment subject.

(七)貴行每日電腦批次作業完成後,依立約人主帳戶活期性存款餘額判斷是否啟動自動申購、贖回作業,倘因電腦設備、線路故障,貴行得停止自動申購、贖回作業。
 Upon completion of the daily computer batching operation, the Bank will determine whether to activate the automatic subscription and redemption operation based on the balance of the demand deposit in the main account of the Contractor.

(八) 貴行因業務需要或為立約人投資利益考量, 變更自動申購、贖回基金之主帳戶最低存款限制

或申購、贖回基金金額限制時,立約人同意依貴行新規定辦理。

If the Bank changes the minimum deposit limit in the main account or the limit on the amount of funds to be subscribed or redeemed due to business needs or for the investment interests of the Contractor, the Contractor agrees to follow the Bank's new regulations.

- 九、代墊款 Advance Payment
 - (一)立約人倘約定自動申購及贖回基金,於申購基金後,貴行自動核予「代墊款額度」。當有資金需求,且帳戶餘額不足且無其他可動用額度時,同意貴行逕於該額度內透支,同時啟動自動贖回基金機制,俟贖回款項入帳後扣償代墊款透支額,如有不足由立約人另以現金償還。

If the Contractor has agreed to automatically subscribe and redeem funds, the Bank will automatically approve the "advance payment credit" after he/she has subscribed the fund. When there is a demand for funds and the account balance is insufficient and there is no other available amount, the Contractor agrees that the Bank can overdraw within the limit and activate the automatic fund redemption mechanism at the same time, and deduct the overdraft amount of the advances after the redemption funds are credited, any shortfall shall be repaid in cash by the Contractor.

- (二)代垫款額度為自動申購基金前一日淨值之八成,俟基金公司回報淨值據以計算後才產生額度。
 The amount of advance payment shall be 80% of the net value of the fund on the day before the automatic subscription, and the amount shall be generated only after the net return of the fund company that has been calculated.
- (三) 立約人自動申購之基金計入代墊款額度,單筆或定期定額購入者不計。

The funds automatically subscribed by the Contractor shall be counted as the amount of advance, but not for lump sum or dollar cost averaging subscriptions.

(四)代墊款額度利率為固定年利率十五%。

The interest rate of the advance line is 15% per annum.

(五) 主帳戶如活期性存款餘額不足且無其他額度可動用時, 自動動用該代墊款額度。

If the balance of demand deposit in the main account is insufficient and there is no other amount available, the advance amount will be automatically used.

- (六)自動贖回時由貴行預估代墊款利息及贖回基金應繳付之各項費用合併本金計算應贖回金額。
 The amount to be redeemed is calculated by combining the estimated interest on the advance, the fees payable by the redemption fund and the principle by the Bank.
- (七)立約人動用代墊款額度後,貴行倘因故系統無法自動贖回基金償還代墊款,得以人工方式 辦理贖回。

If for any reason the Bank is unable to automatically redeem the fund to repay the advances after the Contractor has used the advance amount, the Bank may redeem the fund manually.

- 十、資金動用、償還 Use of Funds and Repayment
 - (一)主帳戶內「可用資金」包括新臺幣活期性存款餘額、新臺幣定期性存款質借額度、依據 「臺灣企銀輕鬆理財整合型智慧理財帳戶貸款額度作業程序」核定之理財型消費性貸款額 度、及代墊款額度,資金動用按額度利率由低而高自動判斷依序動用。

The "available funds" in the main account include the balance of the NTD demand deposit, the NTD time deposit pledged loan amount, the loan amount for wealth management consumer loans approved in accordance with the "Taiwan Business Banking Easy Banking Integrated Smart Banking Account Loan Amount Procedures", and the advance amount. The funds are utilized in an automatically determined sequence based on the lower and higher interest rates of the credit line.

(二)資金償還按額度利率由高而低自動判斷依序償還,剩餘款項存入主帳戶;定期性存款到期或 中途解約,倘該筆定存有質借情形,則自動優先償還該質借本息。

The repayment of funds is automatically determined by the higher and lower interest rates in order of repayment, the remaining balance will be deposited into the main account. If a time deposit expires or is terminated in the middle of the contract, and if the Deposit has been pledged, the pledged principal and interest will be automatically repaid first.

- (三) 立約人經由各電子銀行管道查詢主帳戶,其「可用餘額」顯示「可用資金」未動用之金額。
 The Contractor checks the main account through various electronic banking channels, the "available balance" shows the unused amount of "available funds".
- 十一、本帳戶(包含證券款交割分帳戶、外匯分帳戶及黃金存摺分帳戶)嗣後所有交易往來憑本次立約印鑑生效,並以主帳戶印鑑卡存驗,立約人前在貴行留存之證券款交割分帳戶、外匯分帳戶及黃金存摺分帳戶印鑑倘與本次立約印鑑不同,請照本次立約印鑑更換啟用,原留之舊印鑑同時無效。

This account (including the securities settlement sub-account, foreign exchange sub-account, and gold passbook sub-account) will be valid for all future transactions with the current Agreement seal, and will be verified with the main account seal card. If the previous securities settlement sub-account, foreign exchange sub-account, and gold passbook sub-account seals kept by the Contractor with the Bank are different from the current Agreement seal, please replace them with the current Agreement seal and activate them, in the meantime the old seals will be invalid.

十二、立約人與貴行往來期間,因其他關係而經貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者,本帳戶項下之各種存款,均得視為 全部到期,立約人並即喪失一切債務期限之利益,任由貴行依法行使質權或主張抵銷,貴行且 無通知之義務。

If, in the course of the relationship between the Contractor and the Bank, any litigation is initiated by the Bank or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, cessation of business, or other legal sanctions, all deposits under this account shall be deemed to be fully matured and the Contractor shall forfeit all benefits of the term of the debt and be at the disposal of the Bank to exercise the right of pledge or claim set-off in accordance with the law, and the Bank shall have no obligation to notify the Contractor.

十三、申訴管道 Channels of Complaints

(一)免付費服務專線:0800-01-7171按5。

Toll-free service line: 0800-01-7171, press 5.

(二)電子信箱(E-MAIL):臺灣企銀網站 https://www.tbb.com.tw 客服信箱。

E-MAIL: Taiwan Business Bank website https://www.tbb.com.tw Customer Service Email

新臺幣綜合存款約定事項

New Taiwan Dollar Composite Deposit Agreement

一、本存款係以 貴行活期存款或活期儲蓄存款、定期存款或定期儲蓄存款及擔保放款,綜合納入同一 存摺內,立約人得憑該存摺,與存款憑條或取款憑條,或依其他約定方式,辦理存取款及質借, 但立約人委託 貴行代繳各種公用事業費用及稅捐時, 貴行得逕行撥付。

The Deposit is a composition of demand deposit or demand savings deposit, time deposit or time savings deposit, and guaranteed lending of the Bank in the same passbook. The Contractor may use the passbook, together with the deposit slip or withdrawal slip, or in any other manner as agreed, to make deposits, withdrawals, and loans.

二、立約人同意如欲變更申請書(一)(1)項轉存定期性存款之儲存期間及金額時,應先填具解除申 請書後重新填具約定書,再依新約定條款辦理自動轉存。

The Contractor agrees that if the Contractor wishes to change transferring of the period and amount of time deposit in item (a)(1) of the application form, the Contractor shall first fill out the application form for cancellation and then fill out a new Agreement, and then apply for automatic transfer in accordance with the terms of the new Agreement.

三、立約人願意將本存款項下現在及將來所存入之定期性存款悉數設定質權出質與 貴行,以供立約人 現在及將來在本存款帳戶陸續質借之擔保或作為立約人及第三人於 貴行現在及將來一切債務之 擔保。立約人並聲明絕不將本存款轉讓或設定質權於第三人。

The Contractor is willing to pledge all of the time deposits deposited under the Deposit to the Bank for the purpose of guaranteeing the Contractor's present and future pledges in this deposit account or for guaranteeing the present and future debts of the Contractor and third parties with the Bank. The Contractor hereby declares that he/she will not assign or create any pledge of the Deposit to any third party.

四、本存款項下之活期性存款,如因取款或其他交付款項而致存款餘額不足支付時,其差額即為立約 人借款金額,立約人不另簽具借款憑證。 貴行得在立約人存於本存款項下之定期性存款總額, 在 貴行核定之質借成數及最高額度範圍內由立約人陸續質借,以供支付。惟立約人如係非屬完 全行為能力人時, 貴行得禁止立約人辦理超過本存款項下之活期性存款帳載餘額之取款或其他 交付款項交易,定期性存款之質借則依 貴行存單質借作業規定採逐筆簽具借款憑證方式辦理。 前述質借之期限,均不得超過本存款項下各筆定期性存款之到期日。

If the balance of the demand deposit under this deposit is not sufficient for payment due to withdrawal or other payment, the difference shall be the amount borrowed by the Contractor and the Contractor shall not issue a separate certificate of borrowing. The total amount of time deposits deposited by the Contractor under the Deposit may be pledged by the Contractor for payment within the pledging ratio and the maximum amount approved by the Bank. However, if the Contractor is not a person of full capacity, the Bank may prohibit the Contractor from making withdrawals or other payment transactions in excess of the account balance of the demand deposit under the Deposit. The pledges of time deposits are made in accordance with the Bank's regulations on the pledging and should sign the certificate of pledge case by case. The maturity of the aforementioned pledge shall not exceed the maturity date of each time deposit under the Deposit.

- 五、前條質借之本息或遞延利息、違約金及其他費用, 貴行得就立約人日後存入本存款項下之活期性 存款或定期性存款經中途解約或到期結清之款項優先自動抵償,如抵償後有剩餘,款項將轉入本 存款項下之活期性存款帳戶內。
- The principal, interest, deferred interest, liquidated damages, and other charges on the pledged loan shall be automatically reimbursed by the Bank in priority to the amount of the demand deposit or time deposit deposited under this Deposit when it has been canceled or matured, and if there is any remaining balance after reimbursement, the amount shall be transferred to the demand deposit account under this Deposit.
- 六、本存款項下活期性存款之利息,按 貴行存款牌告之利率計息;定期性存款按 貴行各存期牌告利 率採機動或固定方式計息。其利息除依存款性質特別約定者外,由 貴行自動轉帳存入本存款項 下之活期性存款帳戶內。質借款項之計息,依 貴行綜合存款質借計息規定辦理,利息自借款日 按 貴行所訂利率計付,每月結息一次;如遇 貴行調整存款利率時,除固定計息者外, 貴行得 隨時調整之。借款利息並由 貴行逕行以轉帳方式沖還或滾入借款額。如質借款額到期未清償, 立約人願照 貴行有關規定支付利息、遞延利息及違約金。前項質借款本息如逾借款限度時,立 約人應即存入款項補足逾限額,否則經 貴行通知後兩個月內仍未為清償時, 貴行得將定期性存 款解約以清償借款本息、遞延利息及違約金。

Interest on demand deposits under this deposit shall be calculated at the interest rate listed on the Bank's deposit board. Interest on time deposits shall be calculated either on a floating or fixed basis at the interest rate listed on the Bank's deposit board. Unless otherwise specified by the nature of the Deposit, the interest shall be automatically transferred by the Bank to the demand deposit account under the Deposit. The interest on the pledged loans shall be calculated in accordance with the interest rate regulations of the Bank and shall be payable from the date of borrowing at the rate set by the Bank may adjust the interest rate at any time, except for fixed interest rates. The interest on the loan shall be repaid to the Bank by transfer or rolled over to the borrowed amount. If the pledged loan amount is not paid off when due, the Contractor shall pay interest, deferred interest, and liquidated damages in accordance with the Bank's regulations. If the principal and interest of the pledged loan exceed the borrowing limit, the Contractor shall immediately deposit funds to cover the excess amount, otherwise, if the pledged loan is not repaid within two months after notice from the Bank, the Bank may cancel the time deposit to settle the principal and interest of the pledged loan, the deferred interest, and the liquidated damages.

七、計息方式一經選定,在存期中即不得再申請變更,惟已辦理自動轉期/自動轉存者於存期中遇有其 原約定計息方式 貴行未掛有牌告時,立約人可在到期時/轉存時持存單/存摺及留存印鑑申請變更 約定事項,其未辦理者,於轉期/轉存當日, 貴行將依掛有牌告之同期計息方式辦理轉存續存。 Once the interest-bearing method is selected, no further application for change shall be made during the term of deposit, except for those who have applied for automatic rollover/auto-transfer if the Bank has not posted the original interest-bearing method during the term of deposit, the depositor may apply for a change of the contract at the time of maturity/transfer with the deposit slip/passbook and the retained seal, and if Contractor has not done so, the Bank will apply for renewal of the Deposit at the date of rollover/transfer in accordance with the same interest-bearing method posted.

外匯綜合存款約定事項

Foreign Exchange Composite Deposit Agreement

一、本存款係綜合貴行現行之外匯活期存款(以下簡稱外匯活存)及外匯定期存款(以下簡稱外匯定存)等 業務,納入同一本存摺內,立約人憑該存摺,與存款憑條或取款憑條,或依其他約定方式,辦理 存取款項等業務往來,概不得請求發給存單或其他憑證。

This deposit is a composition of the Bank's current foreign exchange demand deposit and foreign exchange time deposit, etc., in the same passbook. The Contractor shall not request for the issuance of a certificate of deposit or other certificates when he/she uses the passbook to make transactions with the deposit slip or the withdrawal slip, or in any other manner as agreed.

二、本存款之外匯活存及外匯定存,其最低起存額及起息額悉依貴行規定辦理,並按貴行牌告利率計息。

The minimum starting deposit amount and the amount to start accruing interest for the foreign exchange demand deposit and the foreign exchange time deposit are in accordance with the regulations of the Bank, and the interest rate is based on the Bank's listed interest rate.

三、本存款所轉存之外匯定存將逐筆列印明細資料於存摺末頁之「外匯定期存款明細」欄內,本行不 另簽發存單或其他憑證。

The details of the foreign exchange time deposit transferred from this Deposit will be printed in the "Foreign Exchange Time Deposit Details" section on the last page of the passbook, and no separate deposit certificate or other certificates will be issued.

四、立約人若未辦理自動轉期申請,於本存款之外匯定存到期時,由貴行將本金及扣稅後之利息轉入 本存款之外匯活存內,再依約定之轉存方式轉存外匯定存。

If the Contractor does not apply for automatic rollover, the Bank will transfer the principal and after-tax interest to the foreign exchange demand deposit at the maturity of the foreign exchange time deposit and then transfer it to the foreign exchange time deposit in accordance with the agreed re-deposit method.

五、本存款項下外匯定存中途解約,立約人應於七日前通知本行並同意依本行外匯定存中途解約規定 辦理。存款未滿一週解約時,不予計息。

If the foreign exchange time deposit under this Deposit is terminated early, the Contractor should notify the Bank seven days in advance and agree to follow the Bank's foreign exchange time deposit termination regulations. If the Deposit is terminated within one week, no interest will be paid.

六、本存款項下外匯定存之計息方式一經選定,在存期中即不得再申請變更。

Once the interest-bearing method of the foreign exchange time deposit under this Deposit is selected, no further application for change is allowed during the deposit period.

七、立約人同意將本存款項下現在及將來所存入之外匯定存,僅得提供貴行設定質權並出質予貴行, 立約人並聲明絕不將本存款轉讓或設定質權予第三人或他行。

The Contractor agrees to only provide the Bank with the pledge right and pledge to the Bank for the current

and future foreign exchange time deposits under this Deposit. The Contractor declares that he/she will not transfer or pledge this Deposit to a third party or another bank.

八、本存款之存摺、印鑑遺失,立約人當即通知貴行,並依貴行外匯存款之相關規定辦理掛失止付、 印鑑變更或存摺補發。

If the passbook or seal of the Deposit is lost, the Contractor shall notify the Bank immediately and follow the relevant foreign exchange deposit regulations of the Bank to stop payments, change the seal or apply for a replacement passbook.

九、立約人與貴行往來期間,因其他關係而經貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者,本存款項下之各種存款,均得視為全部 到期,立約人並即喪失一切債務期限之利益及任由貴行依法行使質權或主張抵銷,貴行且無通知 之義務。

If, in the course of the relationship between the Contractor and the Bank, any litigation is initiated by the Bank or any person claims provisional attachment, provisional injunction, enforcement, bankruptcy declaration, reorganization, cessation of business, or other legal sanctions, all deposits under the Deposit shall be deemed to be fully matured and the Contractor shall forfeit all benefits of the term of the debt and be at the disposal of the Bank to exercise the right of pledge or claim set-off in accordance with the law, and the Bank shall have no obligation to notify the Contractor.

黄金存摺約定事項

Gold Passbook Agreement

一、客户投資風險告知事項

Notice of investment risks to customers

(一)國際黃金價格有漲有跌,立約人投資黃金可能產生本金收益或損失,最大可能損失為買進金額
 之全部,請自行審慎判斷投資時機並承擔投資風險。

The international gold price may go up or down, and the Contractor may have a gain or loss on the principal invested in gold, with the maximum possible loss being the entire amount purchased, please make your own prudent judgment on the timing of investment and bear the investment risks.

(二)辦理黃金存摺各項交易,如有涉及贈與、繼承及應繳稅捐等情事,悉由立約人或繼承人自行申 報與負擔。

Any transactions involving gifts, inheritance, and taxes will be declared and borne by the Contractor or his/her successors.

(三)黃金存摺不計算利息,亦非屬存款保險條例規定之標的,不受存款保險保障。

The gold passbook does not calculate interest and is not the subject of deposit insurance regulations and will be not protected by deposit insurance.

二、印鑑之留存 Retention of the Seal

立約人有關本約定書帳戶之回售、轉換及其他相關事宜,均以「輕鬆理財帳戶」印鑑卡上之留存印 鑑為憑。

The Contractor's seal on the "Easy Banking Account" seal card shall be used as the evidence for the resale, conversion, and other related matters of this agreement account.

三、存入 Deposit

(一) 立約人買進黃金存入時,應填具黃金存摺存入憑條,並應按當時貴行掛牌賣出價格繳交買進黃

金價款。

When purchasing the gold for deposit, the Contractor shall fill out a deposit slip for gold passbook and pay the purchase price of gold at the listed selling price of the Bank.

(二)除定期投資外,每次存入之黃金數量不得低於1公克,並應為1公克的整倍數。

Except for regular investments, the amount of gold deposited shall not be less than 1 gram at a time and shall be in integral multiples of 1 gram.

(三)立約人買進黃金存入時,應以現金、或開立取款憑條由其新臺幣活期(儲)、支票存款帳戶內扣取 價款,如以票據付款者,需俟交換完成銀行收妥款項後,始得辦理。 When depositing purchased gold, the Contractor shall pay the price in cash or debit from his or her NTD demand (savings) or checking deposit account by filling in a withdrawal slip. If payment is made by

demand (savings) or checking deposit account by filling in a withdrawal slip. If payment is made by instrument, it shall be done only after the exchange is completed and the bank has received the payment.

(四)立約人定期投資及買進存入時,若未持存摺辦理應於嗣後辦理存摺補登,如累計未補登之交易
 筆數達 60 筆時,貴行有權將該等交易加總後以總數登載。

When the Contractor makes regular investments to purchase and deposit the gold and has not processed it with a passbook, the Contractor should perform a passbook entry at a later date, and if the total number of unentered transactions reaches 60, the Bank has the right to add up the total number of such transactions and record them as a total.

四、定期定額投資 Dollar Cost Averaging Investment

立約人辦理定期定額投資買進黃金存入本存摺者,各項事宜悉依下列約定條款辦理:

The following terms and conditions shall apply to the purchase of gold for dollar cost averaging investment and deposit in this Passbook:

(一)掛牌單位:以1公克黃金為基本掛牌單位,重量之換算計算至小數點第2位(以下四捨五入)。貴 行每一營業日訂定其買進和賣出價格並掛牌之。

Unit: 1 gram of gold shall be used as the basic unit for listing, and the weight shall be converted to the second decimal place (rounded hereinafter). The Bank shall set the bid and offer prices and list them on each business day.

(二)立約人應勾選申請黃金存摺定期定額投資、投資日,並填具每次投資金額、投資金額及手續費款項扣帳帳號,委由貴行於投資日自其指定之新臺幣存款帳戶(以下稱指定帳戶)內扣取投資金額及手續費(以下合稱投資款項)。

The Contractor shall check the box to apply for a gold passbook dollar cost averaging investment and its investment date, and fill in the account number for each investment amount, debit account for investment amount and processing fee, and entrust the Bank to debit the investment amount and processing fee (hereinafter referred to as investment amount) from the designated NTD deposit account (hereinafter referred to as designated account) on the investment date.

(三)立約人其指定帳戶應為立約人本人於貴行營業單位開立之新臺幣活期、活期儲蓄或綜合存款帳戶。

The designated account of the Contractor shall be the Contractor's own demand, savings or composite deposit account in NTD opened at the Bank's business unit.

(四)立約人得約定每月6、16、26日中任一日或數日為投資日(遇假日則為次一營業日),定期定額辦 理投資。每次投資金額至少為新臺幣3,000元,並應為新臺幣1,000元之整倍數。

The Contractor may appoint any one or more of the 6th, 16th and 26th day of each month as the

investment day (or the next business day if it is a holiday) to make the dollar cost averaging investment. Each investment amount shall be at least NT\$3,000 and shall be in integral multiples of NT\$1,000.

(五)立約人若於投資日或投資日以後始申辦定期定額投資者,自下一投資日起開始扣款。

If the Contractor applies for dollar cost averaging investment on or after the investment date, the amount will be deducted from the next investment date.

- (六)立約人應於投資日前一營業日於指定帳戶留存足額投資金額及手續費,否則視為當次不委託辦 理投資,且指定轉帳帳戶之存款餘額不足以繳付投資金額及手續費時,貴行無需通知立約人。 The Contractor shall deposit the full amount of investment and processing fee in the designated account on the business day before the Investment Date, otherwise, it will be deemed that no investment is entrusted on that occasion and when the balance of the designated transfer account is insufficient to pay the investment amount and processing fee, the Bank is not required to notify the Contractor.
- (七)立約人同意倘投資日指定帳戶同時有數筆款項待扣,而存款餘額不敷時,以貴行執行扣帳作業 之先後次序為準,立約人不得指定或有異議。

The Contractor agrees that if there are several amounts to be deducted from the designated account at the same time on the investment date and the balance is not sufficient, the order in which the Bank performs the deduction shall prevail, and the Contractor shall not designate or disagree.

(八)貴行於扣帳作業完成後,將投資金額依當日貴行基本掛牌單位第1次掛牌賣出價格買進黃金存入 立約人之黃金存摺帳戶。

After the debit operation is completed, the Bank will purchase the gold with the investment amount and deposit it into the Contractor's gold passbook account at the first listed selling price of the basic listed units of the Bank on that day.

(九)如有下列情形之一者,貴行於投資日不辦理扣款投資:

If one of the following circumstances occurs, the Bank will not debit the investment amount on the investment date:

1. 立約人申請暫停投資: 立約人得申請暫停投資,亦得於其後申請恢復投資。

Suspension of investment by the Contractor: The Contractor may apply for suspension of investment, and may also apply for resumption of investment afterwards.

- 2.指定帳戶餘額不足: 立約人如未依本條第(六)款規定留存足額投資金額及手續費,因而連續3次 未能辦理投資者,貴行即停止扣款投資,但立約人得以書面重新申請投資。
 Insufficient balance in the designated account: If the Contractor fails to deposit the full amount of investment and processing fee in accordance with paragraph (6) of this Article, and therefore fails to process the investment for three consecutive times, the Bank will stop the investment deduction, but the Contractor may reapply for investment in writing.
- (十)變更約定條件:立約人得填具「輕鬆理財帳戶新增/變更/註銷申請書」,經貴行同意後,自次一投資 日起變更指定帳戶、投資金額或投資日。

Change of contractual conditions: The Contractor may fill out the "Application for

Addition/Change/Cancellation of Easy Banking Account" and change the designated account, investment amount, or investment date from the next investment date with the Bank's approval.

(十一)手續費:悉依貴行收費標準計收,黃金定期定額投資於每次投資時,不論扣帳是否成功,均收取 黃金存摺定期定額投資手續費。

Processing fee: The processing fee is charged in accordance with the Bank's fee schedule. The processing fee

for dollar cost averaging investment of gold passbook is charged for each investment, regardless of whether the debit is successful or not.

(十二)立約人因辦理銷戶或發生繼承情事,則立約人黃金存摺定期定額投資及委託貴行代繳黃金存摺定 期定額投資金額及手續費等契約關係即終止。

The contractual relationship between the Contractor and the Bank on the Contractor's gold passbook dollar cost averaging investment and the amount and processing fee of the gold passbook dollar cost averaging investment entrusted to the Bank for payment shall be terminated in the event of cancellation of the account or the succession of the Contractor,

(十三)連續 3 次因帳款餘額不足,致未能辦理扣款投資,則立約人黃金存摺定期定額投資及委託貴行代 繳黃金存摺定期定額投資金額及手續費等契約關係即終止,貴行無須通知立約人。

The contractual relationship between the Contractor and the Bank on the Contractor's gold passbook dollar cost averaging investment and the amount and processing fee of the gold passbook dollar cost averaging investment entrusted to the Bank for payment shall be terminated if the balance of the account is insufficient for three consecutive times and the investment cannot be debited.

- 五、回售 Resale
 - (一)立約人回售黃金時,應持存摺並填具黃金存摺售出憑條,簽蓋留存印鑑,按回售當時貴行掛牌買進 價格向貴行原開戶行〈已申辦全行代購售者除外〉辦理回售。

When reselling the gold, the Contractor shall present the passbook and fill out the gold passbook sale slip, stamp the retained seal, and process the resale at the original account opening bank (except for those who have applied for bank-wide purchase and sale) at the listed purchase price at the time of resale.

(二)立約人每次回售黃金數量不得低於1公克,並應為1公克的整倍數,但將帳戶餘額全數回售或銷戶者,不在此限。

The amount of gold to be resold shall not be less than 1 gram at a time and shall be in integral multiples of 1 gram, except when the balance of the account is resold in full or the account is cancelled.

(三)立約人回售黃金之價款得以存入本人在貴行開立之新臺幣活期(儲)、支票存款帳戶,或提領現金,立約人回售黃金之價款為提領現金方式時,須依稅法相關規定繳納印花稅。

The resale amount of gold may be deposited into the NTD demand (savings) or checking account opened with the Bank or withdrawn in cash. When the consideration for the resale of gold is in the form of cash withdrawals, the Contractor is subject to stamp duty in accordance with the relevant provisions of the Tax Law.

六、轉換黃金現貨 Conversion of Spot Gold

(一)立約人欲轉換黃金現貨,應先洽貴行原開戶行,洽商欲轉換之黃金規格、數量並約定提貨日期,俾 憑備貨。

If the Contractor wishes to convert the spot gold, he/she should first contact the original account opening bank of the Bank to negotiate the specifications and quantity of the gold to be converted and to agree on the date of delivery so that the goods can be prepared.

(二)立約人轉換之黃金現貨規格,限貴行提供之固定規格黃金條塊。

The specifications of the gold spot products to be exchanged by the Contractor are limited to the fixed specification gold bars provided by the Bank.

- (三)立約人轉換黃金現貨時,應持印鑑及存摺,填具黃金存摺轉換現貨申請書,向貴行原開戶行辦理。 When the Contractor converts the spot gold, he/she should present the seal and passbook and fill out an application form for the conversion of the gold passbook to spot gold and apply to the original account opening bank.
- (四)立約人轉換黃金現貨時,應補繳貨款差額,該項差額係按當時轉換黃金條塊賣出價格與等量之 黃金存摺掛牌賣出價格計算之差額。

Upon conversion of spot gold, the Contractor shall pay the difference between the current selling price of the converted gold bars and the listed selling price of the equivalent amount of gold passbook.

(五)黄金條塊經提領後不得再行存入貴行

Gold bars shall not be deposited with the Bank after withdrawal.

七、黄金轉帳 Gold Transfer

立約人憑存摺、留存印鑑,填具黃金存摺轉帳申請書,向原開戶行辦理,得將黃金轉帳至其他帳戶。

The Contractor may transfer the gold to other accounts by completing the application form for transferring the gold passbook with the passbook and retained seal and applying to the original account opening bank.

八、全行代購售 Bank-wide Purchase and Sale

立約人向貴行申請黃金存摺全行代購售,並利用貴行密碼輸入器自行設定密碼或由貴行製發一組四 位數識別碼作為初始密碼交予立約人使用時,本立約人願依照下列約定條款辦理:

When the Contractor applies to the Bank for gold passbook bank-wide purchase and sale, and uses the Bank's password input device to set up the password by himself/herself or has the Bank issue a four-digit identification code as the initial password to the Contractor, the Contractor is willing to follow the following terms and conditions:

(一)立約人同意貴行憑黃金存摺、立約人填寫完妥之存入或售出憑條(售出憑條須加蓋與印鑑卡上留存印鑑相符之印章)及由立約人利用密碼輸入器輸入之正確密碼,辦理黃金之購售,對立約人即 生效力。

The Contractor agrees that the purchase or sale of gold shall be effected by the Bank on the basis of the gold passbook, the Deposit or sale slip duly completed by the Contractor (the sale slip shall be stamped with a seal matching the seal retained on the seal card) and the correct password entered by the Contractor using the password input device.

(二)立約人輸入密碼連續錯誤達 3 次時,各聯行即停止代購售,應由立約人本人(法人立約人為負責人)憑身分證、黃金存摺、留存印鑑至貴行國內各分行辦理查詢或重新設定密碼;遺忘或變更密碼,亦同;註銷手續請至原開戶行辦理。

If the password entered by the Contractor is incorrect for 3 consecutive times, each branch will stop the purchase and sale on behalf of the Contractor. The Contractor (the corporate Contractor is the representative) should go to any of the domestic branches with his or her ID card, gold passbook and retained seal to inquire or reset the password, the same applies to forgetting or changing the password. Please go to the original account opening bank for the cancellation procedures.

- (三)如遇貴行電腦連線作業系統故障或其他原因致無法作業時,同意各聯行暫停受理代購售業務。 In the event that the Bank's computer connection system fails or for other reasons, the Contractor agrees to each branch to suspend the acceptance of the purchase and sale business.
- (四)立約人申請、取消、變更及重設黃金存摺全行代購售密碼時,須依貴行黃金存摺收費標準繳付 手續費用,惟開戶時同時申請全行代購售,免收手續費。

When applying for, canceling, changing or resetting the password of the bank-wide purchase and sale gold passbook, the Contractor shall pay the processing fee in accordance with the Bank's gold passbook fee standard, but the processing fee will be waived if the Contractor applies for the bank-wide purchase and sale at the same time of account opening.

九、存摺、印鑑遺失或毀損 Loss or Damage of Passbook and Seal

立約人對於存摺或印鑑務須分別保管,如遇被竊,遺失或毀損時,應即向原開戶行辦理掛失、補發存摺及變更印鑑等相關手續,於其手續辦妥時即生效力,在掛失止付生效前,如發生黃金已被回售、轉換、轉帳、結清或其他處分時,貴行不負責任。

The Contractor shall have separate custody of the passbook or seal, in the event of theft, loss or damage, the Contractor shall immediately apply to the original account opening bank for the loss, reissue of the passbook, and change of the seal and other related procedures. The Bank will not be liable for any resale, conversion, transfer, settlement, or other disposition of the gold before the effective date of the loss application.

九、手續費

Processing Fees

本業務之手續費悉依貴行收費標準計收。貴行得視業務需要調整所定之收費標準或內容。 The processing fee for the service is charged in accordance with the Bank's fee schedule. The Bank may adjust the fees and charges according to its business needs.

十一、銷戶 Cancellation of Account

本存摺帳戶餘額為零,得結清銷戶,並應由立約人本人親自辦理,如無法親自辦理而委任代理 人時,應出具授權書及可資確認本人及代理人身分之證明文件。

If the account balance of the passbook is zero, the account may be closed and the Contractor should apply it in person, if the Contractor is unable to apply in person and appoint an agent, he/she should present a power of attorney and a document confirming your identity and that of the agent.

十二、存摺內所記載單價資料係每筆交易之價格,並不代表帳戶內黃金餘額之價值。

The unit price information recorded in the passbook is the price of each transaction and does not

represent the value of the gold balance in the account.

十三、本存摺帳戶不計算利息

Interest is not calculated on this passbook account.

十四、本存摺表彰之權利不得轉讓或質押予第三者。

The rights recognized in this passbook cannot be transferred or pledged to a third party.

十五、立約人與貴行往來期間,如遇有貴行或他人聲請假扣押、假處分、強制執行或有疑似洗錢不法 使用之情事,貴行得逕行終止本約定,立約人申請給付時,依法處理。

In the event of provisional attachment, provisional injunction, enforcement or suspected illegal use of money laundering applied by the Bank or others during the period of the agreement with the Bank, the Bank may terminate this Agreement, and when the Contractor applies for the payment, it will be processed in accordance with the law.

特定金錢信託投資國內外有價證券信託約定事項

The Contract of Non-discretionary Money Trust Investment in Domestic and Foreign Securities 立約人(以下稱委託人)開立「輕鬆理財帳戶」且約定自動申購、贖回基金者,係以特定金錢信託方 式委託臺灣中小企業銀行(以下稱受託人)投資國內外有價證券,嗣後一切往來,均願遵守下列約定 事項:

The Contractor (hereinafter referred to as the Trustor) who opens a "Easy Banking Account" and agrees to

automatically purchase and redeem funds, entrusts the Taiwan Business Bank (hereinafter referred to as the Trustee) to invest in domestic and foreign marketable securities by means of a non-discretionary money trust, and agrees to abide by the following agreements in all subsequent transactions:

一、信託目的 Purpose of the Trust

委託人為投資理財之需要,將相關資金信託於受託人,由受託人依委託人之指示,協助委託人從 事國內、外有價證券之投資,惟委託人指示之投資標的,應為經主管機關核備(准)或依法得投 資之國內外有價證券,且以受託人同意受託投資者為限。

For the purpose of investment and financial management, the Trustor trusts the relevant funds to the Trustee and the Trustee shall assist the Trustor in the investment of domestic and foreign marketable securities in accordance with the instructions of the Trustor, provided that the subject of investment as instructed by the Trustor shall be domestic and foreign marketable securities that have been approved by the competent authorities or are legally allowed to be invested, and only to the extent that the Trustee agrees to be entrusted for investment.

二、本信託之受益由委託人本人擔任,全部信託利益亦由委託人本人享有。

The Trustor shall be the beneficiary of the trust and all the benefits of the trust shall be enjoyed by the Trustor himself/herself.

三、印鑑之留存 Retention of the Seal

委託人憑「輕鬆理財帳戶」留存印鑑卡與受託人往來,供受託人處理信託事項之用。

The Trustor will retain the seal card with the Trustee for the Trustee's processing of the trust by the "Easy Money Account".

四、信託約定期間 Duration of the Trust Agreement

本約定存續期間內,委託人或受託人任一方得隨時以事前之通知終止約定,如依法令之規定受託 人不得辦理本項信託業務或有其他信託終止事由之發生者,本約定亦為終止。

During the term of this Agreement, either the Trustor or the Trustee may terminate the Agreement at any time by prior notice. If the Trustor is prohibited by law from conducting the trust business or if any other reason for termination of the trust arises, this Agreement shall also be terminated.

五、信託資金及信託收益之支付方式 Payment of Trust Funds and Trust Income

(一)受託人支付信託資金(贖回款項)或信託收益時,將逕行轉入委託人開立於受託人營業單 位之輕鬆理財帳戶內,如受託人無法依上述帳戶轉入款項時,由受託人代為保管,並另行 通知委託人領取。

When the Trustee pays the trust funds (redemption proceeds) or trust proceeds, they will be transferred directly to the Trustor's Easy Banking Account opened by the Trustor in the Trustee's business unit. If the Trustee is unable to transfer the funds to the above account, the Trustee will hold the funds for the Trustor and notify the Trustor to collect them.

(二)另信託資金所生收益,其處理方式,悉依指定投資標的發行機構規定辦理。倘投資標的 發行機構無特定收益分配方式規定者,委託人授權受託人決定分配方式。

In addition, the proceeds generated from the trust funds shall be processed in accordance with the regulations of the designated investment subject issuer. If the issuer of the investment subject does not have specific regulations on the distribution of proceeds, the Trustor shall authorize the Trustee

to determine the distribution method.

(三)信託資金、信託收益倘產生稅負概由委託人自行申報及負擔之。

The trust funds and trust proceeds shall be declared and borne by the Trustor in case of tax liability.

- 六、信託資金之管理運用 Management and Use of Trust Funds
 - (一)本信託契約為特定單獨管理運用金錢信託,信託資金之運用,由委託人授權受託人依交易 習慣辦理。

This trust Agreement is a specific separate management and use of money trust, the use of trust funds, the Trustor authorizes the Trustee to process in accordance with the transaction habits.

(二)前項運用包括申請結匯、買賣外幣、投資金額、時間、期間、交割、買賣操作、價格範 圍、投資標的分配、收益之領取、給付、分配之收益再投資與否及收益分配方式之選擇、 收益所得如須繳納稅捐之扣繳事宜,指定執行買賣之金融機構或投資管理機構、交割機 構、保管機構及其他有關事項(如委託人因持有信託受益權而具有之各項表決權、投票權 等),受託人應盡善良管理人之注意判斷,獨立運用操作,委託人或受益人不另指示或參 與。

The foregoing uses include application for foreign exchange settlement, foreign currency trading, investment amount, time, period, delivery, trading operations, price range, allocation of investment subjects, receipt and payment of proceeds, payment, the choice of reinvestment or and method of proceeds allocation, withholding of proceeds if taxable, designation of financial institutions or investment management institutions to execute trading, delivery institutions, custodian institutions, and other related matters (such as the voting rights of the Trustor by virtue of holding the beneficiary rights of the trust), the Trustee shall exercise good judgment and operate independently without any instructions or participation from the Trustor or beneficiary.

(三)信託資金運用範圍以主管機關核准「特定金錢信託投資國外有價證券及國內證券投資信託 基金業務」之投資範圍或經委託人指定投資之其他有價證券。上述範圍,以受託人受理者 為限。

The scope of the trust funds shall be based on the investment scope approved by the competent authority for "Non-discretionary Money Trust Investment in Foreign Marketable Securities and Domestic Securities" or other marketable securities designated by the Trustor. The above scope shall be limited to those accepted by the Trustor.

(四) 受託人對委託人所交付之信託資金不予計息。

The Trustee shall not pay interest on the trust funds delivered by the Trustor.

(五)信託投資標的因法令限制、發行機構規定、或增(減)資、合併、清算、暫停交易、限制 交易...等不得已事由,以致受託人不能為運用時,無論信託期間是否屆滿,委託人授權受 託人配合辦理相關事務或為必要之處理,絕無異議,且其所生之一切損益、稅捐、費用或 負擔之債務概由委託人承受之。

If the Trustee is unable to use the trust funds due to legal restrictions, regulations of the issuer, capital increase (reduction), merger, liquidation, suspension of trading, restriction of trading, etc. to the trust investment subject, the Trustor shall authorize the Trustee to process them with the relevant affairs or deal with them as necessary, regardless of whether the trust period has expired or not, without any objection, and all losses, taxes, fees or liabilities arising therefrom shall be borne by the Trustor.

(六) 受益人同意受託人依本信託約定運用信託財產時為下列行為:

The beneficiary agrees that the Trustee shall conduct the following acts when using the trust

property in accordance with the trust Agreement:

(1) 以信託財產購買受託人銀行業務部門經紀之有價證券或票券。

To use the trust property to purchase securities or notes brokered by the Trustee's banking department.

(2)以信託財產存放於受託人銀行業務部門或其利害關係人處作為存款或與其銀行業務部門 為外匯相關之交易。

Depositing the Trust Property with the Trustee's banking department or its interested parties as a deposit, or for a transaction related to foreign exchange with the said banking department.

- (3)以信託財產與受託人或其利害關係人為信託業法第二十五條第一項以外之其他交易。 To use trust property for transactions with the Trustee or its interested parties other than those described in Article 25(1) of the Trust Business Law.
- (4) 其他經主管機關規定之行為。

Other acts prescribed by the competent authorities.

- 七、風險之承擔及預告Assumption of Risk and Notice
 - (一)受託人不保證委託人信託資金投資之盈虧及最低收益。一切風險(包括投資風險、匯率風 險或其他風險)均由委託人承擔,委託人不得以任何理由要求受託人分擔損失。

The Trustee does not guarantee the profit or loss and minimum return on the investment of the Trustor's funds. All risks (including investment risks, exchange rate risks, or other risks) shall be borne by the Trustor, and the Trustor shall not require the Trustee to share the losses for any reason.

(二)委託人已明瞭本信託資金非一般銀行存款,故非屬存款保險之承保範圍。

The Trustor has understood that the trust funds are not ordinary bank deposits and therefore are not covered by deposit insurance.

八、信託資金及費用之計收Trust Funds and Charges

(一)除另有規定外,辦理本信託約定投資之費用種類、計算方式及支付時間與方法如下:

Unless otherwise specified, the types of fees, calculation methods, and the time and method of payment for the investments under this trust Agreement are as follows.

- (1)申購手續費 Application fee:
 - a.報酬標準:費率0%~4%,最低申購手續費悉依受託人之規定計收。

Remuneration standard: Fee rate $0\%\sim4\%$, with the minimum application fee charged in accordance with the Trustee's regulations.

b.計算方式:以信託本金乘上費率計算之。

Calculation method: Calculated by multiplying the principal amount of the trust by the fee rate.

c.支付時間及方法:於申購時一次給付,由委託人給付予受託人。

Time and method of payment: Payable in one lump sum at the time of application and paid to the Trustee by the Trustor.

(2)信託管理費 Trust management fee:

a.報酬標準:年費率 0.2%,單筆方式投資者,最低信託管理費不得低於新臺幣壹佰元; 定期方式投資者,最低信託管理費不得低於新臺幣貳佰元。 Remuneration standard: Annual fee rate of 0.2%, and the minimum trust management fee shall not be less than NT\$100 for a lump sum investment and NT\$200 for fixed-term investment. b.計算方式:以信託本金乘上費率乘上持有期間計算之。

Calculation method: Calculated by multiplying the principal amount of the trust by the fee rate and the holding period.

c.支付時間及方法:由委託人給付予受託人,於返還信託本益中扣收。

Time and method of payment: The Trustor pays the Trustee, and the fee shall be deducted from the return of the principal and interest of the trust.

(3)申購時之通路服務費 Channel service fee at the time of subscription:

a.報酬標準:費率0%至5.5%

Remuneration standard: Fee rate $0\% \sim 5.5\%$.

b.計算方式:以信託本金乘上費率計算之。

Calculation method: Calculated by multiplying the principal amount of the trust by the fee rate.

c.支付時間及方法:由交易對手或基金公司給付予受託人,於申購時一次給付。

Time and method of payment: The counterparty or the fund company pay the Trustee in one lump sum at the time of subscription.

此服務費如係已包含於基金公開說明書所規定之費用,將由基金公司逕自各基金之每日 淨資產價值中扣除。

If the service fee is included in the fund's prospectus, it will be deducted from the daily net asset value of each fund by the fund company.

(4)持有期間之通路服務費 Channel service fee during the holding period:

a.報酬標準:費率0%至1%。

Remuneration standard: Fee rate 0%~1%.

b.計算方式:以受託人於交易對手或基金公司之淨資產價值乘上費率計算之。

Calculation method: Calculated by multiplying the net asset value of the Trustee's

counterparty or the fund company by the fee rate.

c.支付時間及方法:由交易對手或基金公司給付予受託人,支付方式依各基金公司而有 所不同,可能採取月、季、半年、年度支付方式為之;此服務費係 已包含於基金公開說明書所規定之費用,由基金公司逕自各基金之 每日淨資產價值中扣除。 Time and method of payment: The counterparty or fund company pay the

Trustee, and the method of payment varies from fund company pay the company and may be monthly, quarterly, semi-annually, or annually. The service fee is included in the fund's prospectus and is deducted by the fund company from the daily net asset value of each fund.

(二)其他因投資所發生之費用或稅負以及受託人為維護委託人或受益人之權益,因而與第三人 涉訟、提付仲裁或其他交涉所產生之費用,均由委託人負擔。

Other fees or taxes incurred for investments and costs incurred by the Trustee in litigation, arbitration or other dealings with third parties to protect the interests of the Trustor or beneficiaries

shall be borne by the Trustor.

(三)前項費用,於實際發生時,受託人有權自委託人指定之存款帳戶扣收,倘因故無法自委託 人指定之存款帳戶扣收而由受託人累計墊款者,受託人有權自委託人之信託資金收益、贖 回款中先行扣收或處分部份信託財產,以支付受託人之累計墊款。

The Trustee shall have the right to deduct the foregoing expenses from the Deposit Account designated by the Trustor when they are actually incurred. If for any reason the Trustee cannot deduct the expenses from the Deposit Account designated by the Trustor and the Trustor makes accumulated advances, the Trustee shall have the right to deduct or dispose of a portion of the trust property from the proceeds of the Trustor's trust funds or redemption proceeds in order to pay the accumulated advances of the Trustor.

(四)信託資金之申購、贖回等金額之限制,悉依受託人訂定之標準。

The limits on the amount of trust funds to be subscribed and redeemed shall be in accordance with the standards set by the Trustee.

(五)前述信託資金、手續費及其他費用,受託人得基於成本考量隨時調整該項標準,無須經委託人事先同意,但受託人將於調整日三十日前公告調整內容,並告知委託人得於該期間內終止本信託約定,逾期未終止者,視為委託人同意該調整。

The Trustee may adjust the standard of the aforementioned trust funds, processing fees, and other fees from time to time based on cost considerations without the prior consent of the Trustor, but the Trustee will announce the adjustment 30 days prior to the adjustment date and inform the Trustor that he/she may terminate the Trust Agreement within such period, the Trustor will be deemed to have agreed to the adjustment if it is not terminated after the expiration date.

(六)委託人瞭解並同意受託人辦理本信託契約項下信託業務之相關交易時,可能得自交易對手 之任何費用,均係作為受託人收取之信託報酬。

The Trustor understands and agrees that any fees that the Trustee may receive from the counterparty in connection with the transactions of the trust business under this Trust Agreement shall be considered as trust remuneration received by the Trustee.

- 九、受益權單位數 Beneficial Unit
 - (一)受託人依第六條第一項之規定彙集相同投資標的之信託資金共同運用時,應依各委託人之信託資金佔彙集信託資金總額之百分比,計算分配其受益權單位數,其分配得計算至發行機構規定之小數點位數,尚有餘額時,由電腦隨機分配之,委託人絕無異議。

When the Trustee collects trust funds of the same investment subject matter for joint use in accordance with the provisions of Article 6(1), the allocation of the beneficiary unit shall be calculated according to the percentage of each Trustor's trust funds to the total amount of trust funds collected, and the allocation shall be calculated to the decimal places prescribed by the issuer, if there is still a balance, the computer will randomly assign the allocation, the Trustor shall have no objection.

(二)委託人申請投資標的之贖回或轉換時,倘遺失受益權單位數通知,同意依受託人帳冊記載 之受益權單位數為準,絕無異議。

When the Trustor applies for redemption or conversion of the investment subject, if the notification of the number of beneficiary units is lost, the Trustor agrees to follow the number

of beneficiary units recorded in the Trustee's account book.

- 十、投資標的之贖回 Redemption of Investment subjects
 - (一)投資標的應經受託人完成受益權單位數分配後,始得依約定自動贖回或由委託人自行贖回。 惟發行機構明訂須經一定期間始受理贖回申請者,從其規定辦理。

The subject of the investment can be redeemed automatically or by the Trustor only after the Trustee has completed the allocation of the beneficiary units. However, if the issuer specifically requires a

certain period of time before accepting redemption applications, such regulations shall be followed. (二)委託人自行申請贈回時,應憑原留印鑑,填具特定金錢信託贈回申請書申請贈回。受託人

一一安記人自行中請頭回時,應忽原留中鑑,填具符足金錢信記頭回中請書中請頭回。受記入應於合理期間內辦理贖回事宜,贖回款項扣除信託管理費、稅捐及其他相關費用後,支付受益人。

When the Trustor applies for redemption by himself/herself, he/she shall apply for redemption by filling out an application form for non-discretionary money trust redemption with the original seal. The Trustee shall process the redemption within a reasonable period of time, and the redemption proceeds shall be paid to the beneficiary after deducting trust management fees, taxes and other related expenses.

(三)如因法令變更或發行機構另有規定,或其他重大原因等,受託人有權逕行贖回,委託人同 意不得異議。

If the Trustor has the right to redeem directly due to a change in law, other regulations of the issuer, or for other significant reasons, the Trustee shall agree without objection.

(四)委託人對受託人所負之一切債務如有債務不履行情事者,受託人得運行終止本信託約定, 將本信託約定項下之各信託資金所投資之標的辦理贖回。

If the Trustor defaults on all debts owed to the Trustee, the Trustee may terminate this Trust Agreement and redeem the investment subjects of each trust fund invested under this Trust Agreement.

(五)本約定如已終止時,受託人有權逕行贖回,並通知委託人,但不負贖回之義務。

If this Agreement is terminated, the Trustee shall have the right to redeem and notify the Trustor, but shall not be obligated to do so.

(六)因本條第三、四、五項之情事或其他事由而應辦理贖回時,委託人無條件同意受託人辦理 贖回手續,對於贖回所產生一切損失或費用,概由委託人負擔,委託人對此不得異議,且不 得對受託人請求任何賠償或補償。

In the event of redemption due to the circumstances described in paragraphs 3, 4 and 5 of this Article or other reasons, the Trustor unconditionally agrees with the Trustee to proceed with the redemption procedure and all losses or expenses arising from the redemption shall be borne by the Trustor and the Trustor shall not object thereto and shall not seek any compensation or indemnity from the Trustee.

(七)如受託人無法依委託人指定其本人設於受託人之存款帳戶(新臺幣/外幣)轉入款項時, 則由受託人代為保管或得逕轉入委託人設於受託人之存款帳戶(新臺幣/外幣),並另行通 知委託人,保管期間不計息。

If the Trustee is unable to transfer the funds to the Trustor's deposit account set with the Trustee (NTD/foreign currency) as designated by the Trustor, the Trustee shall hold the funds on behalf of the Trustor or may transfer the funds to the Trustor's deposit account set with the Trustee (NTD/foreign currency) with further notice to the Trustor, and no interest shall accrue during the holding period.

十一、投資標的之轉換Conversion of Investment subjects

約定以自動申購方式申購之基金不得進行投資標的之轉換。

Funds subscribed through the automatic subscription are not allowed to change their investment subjects.

- 十二、帳務處理及報告Accounting and Reporting
 - (一)受託人應於接獲投資標的國內外發行機構之交易確認通知後,憑以製發投資對帳單或信託 財產相關報表,並得委由外部廠商製作及寄送予委託人。

The Trustee shall issue investment statements or trust property related statements to the Trustor upon receipt of notification of transaction confirmation from the domestic or foreign issuer of the investment subject. Additionally, external vendors may be engaged to produce and deliver documents to the Trustor.

(二)投資對帳單暨相關報表上所記載之信託財產權益內容與受託人之信託財產帳載資料或相關 紀錄不符時,應以受託人之信託財產帳載資料或相關紀錄為準。倘受託人之信託財產帳載 資料或相關紀錄因投資標的國內外發行機構之交易確認通知有誤,或受託人作業疏失有誤 時,委託人同意受託人得逕自更正通知委託人。

If the trust property interest recorded in the investment statement and related statements does not match the information in the Trustee's trust property accounts or related records, the Trustee's trust property accounts or related records shall prevail. If the Trustee's trust property accounts or related records are incorrectly notified by the domestic or foreign issuer of the investment tar subject, or if the Trustee's operations are inaccurate, the Trustor agrees that the Trustee may correct it by themselves and notify the Trustor of the correction.

- 十三、受託人之責任範圍Trustee's Responsibilities
 - (一)受託人辦理本信託事宜應負善良管理人注意義務與履行忠實義務,包括對於客戶之往來及交易 資料保密。

The Trustee shall be responsible for the good faith management obligations and the duty of loyalty in handling the Trust, including the confidentiality of the customers' transactions and information.

- (二)委託人不得因有價證券發行機構、保管機構、投資顧問機構及會計法律機構等有關機構之任何 作為或不作為所受損害對受託人主張任何權利或要求損害賠償。 The Trustor shall not assert any rights or claim damages against the Trustee for any damage caused by any
- act or omission of the issuer, custodian, investment advisor, accounting and legal institution, etc. (三)受託人基於服務客戶之立場,得透過郵件、電子網路或其他方式提供信託資金運用報告、各類 商品及資訊服務予委託人。

Based on the position of serving customers, the Trustee may provide information on the use of trust funds, various products, and information services to the Trustor through mail, electronic network or other means.

十四、信託財產之獨立性Independence of Trust Property 受託人因信託行為取得之財產權為信託財產。屬於信託財產之債權與不屬於該信託財產之債務不得互相 抵銷。

The property rights acquired by the Trustee as a result of the trust behavior are the trust property. Debts belonging to the trust property shall not be offset against each other.

十五、委託人個人資料之使用Use of the Trustor's Personal Information

委託人同意合於受託人營業登記項目或章程所定業務之需要等特定目的,受託人得蒐集、處理、國際傳輸及利用委託人之個人資料,且受託人得將上開資料提供予財團法人金融聯合徵信 中心、財政部特定或其他與本行有業務往來之機構於其營業登記項目或章程所定業務之需要等 特定目的範圍內為蒐集、處理、國際傳輸及利用。

The Trustor agrees that the Trustee may collect, process, internationally transmit, and use the Trustor's personal information for specific purposes such as the needs within Trustee's business registration items or the business as defined in the Articles of Incorporation, and the Trustee may collect, process, internationally transmit, and use the Trustor's personal information and provide the above information to the Join Credit Information Center, the Ministry of Finance, or other organizations with which the Bank has business dealings for the purpose of their business registration items or as provided in the Articles of Incorporation.

十六、適用法律Applicable Law

本信託未約定事項,悉依信託法、銀行法等有關法令、國內外金融慣例、受託人有關規章、 有價證券發行機構規定以及受託人與有價證券機構間有關約定辦理。

All matters not specified in the Trust shall be governed by the Trust Law, the Banking Law and other relevant laws and regulations, domestic and foreign financial practices, the relevant regulations of the Trustee, the regulations of the issuer of marketable securities, and the relevant agreements between the Trustee and the marketable securities institution.

十七、其他約定事項

Other Contractual Matters

(一)委託人同意受託人在信託期間有權修訂或更改本信託約定事項條款,惟受託人應於變更前 三十日以書面或於受託人網站公告調整內容等方式通知委託人,委託人得於此一期限內表 示異議且終止本信託約定,否則即視為同意該修改或增刪條款。

The Trustor agrees that the Trustee has the right to amend or change the terms and conditions of the Trust during the trust period, provided that the Trustee shall notify the Trustor in writing or announce the adjusted content on the trustee's website, thirty days prior to the change, the Trustor may disagree and terminate the Trust Agreement within such period, otherwise it shall be deemed to have agreed to such amendment or addition by the Trustor.

(二)受託人得對於本信託業務訂定或修正其最低金額標準或作業規則,通知委託人或公告於 受託人網站,委託人並同意遵守之。

The Trustee may establish or amend its minimum amount standards or operating rules for the Trust business by notifying the Trustor or announcing them at the Trustee's website, and the Trustor agrees to comply with them.

(三)關於本信託約定事項之所有往來文件之送達均以委託人所留存於受託人處最後之聯絡地址 為準。如有變更,委託人須以書面通知受託人,未通知變更者,以委託人所留存之最後通知之 聯絡住址為送達住所。受託人依該送達住所對委託人發出通知後,經通常之郵遞期間,即視為 送達。

All documents relating to the Trust shall be delivered to the Trustor at the last contact address left by the Trustor with the Trustee. In the event of any change, the Trustor shall notify the Trustee in writing of such change, and if no such change is notified, the last notified contact address left by the Trustor shall be the domicile of service. The Trustor shall be deemed to have been delivered after the Trustee has sent notice to the Trustor in accordance with the domicile of service and after the usual period of postal delivery.

(四)委託人同意如經受託人研判投資交易往來有疑似不當使用之情事(例:洗錢、短線交易...等) 時,受託人得依中華民國相關法令、公開說明書及投資人須知等執行相關必要行為,並得逕行 終止契約。附註:短線交易泛指短期內申購贖回(轉換)之行為,關於短期之定義依各公開說 明書之定義。

The Trustor agrees that if the Trustee determines that there is a suspected misuse of the investment transaction (e.g., money laundering, short-term transaction, etc.), the Trustee may perform the necessary acts in accordance with the relevant R.O.C. laws and regulations, Statutory Prospectus, and the Notice to Investors, and may terminate the Agreement. Note: Short-term trading refers to short-term redemptions (conversions), and the definition of short-term is based on the definition in the respective Statutory Prospectus.

拾壹、黃金存摺約定事項(GO11008) The Agreement of Gold Passbook

一、客戶投資風險告知事項 Notice of investment risks to customers:

(一)國際黃金價格有漲有跌,存戶投資黃金可能產生本金收益或損失,最大可能損失為買進金額之 全部,請自行審慎判斷投資時機並承擔投資風險。

The international gold price may go up or down, and the depositor may have a gain or loss on the principal invested in gold, with the maximum possible loss being the entire amount purchased, please make your own prudent judgment on the timing of investment and bear the investment risks.

(二)辦理黃金存摺各項交易,如有涉及贈與、繼承及應繳稅捐等情事,悉由存戶或繼承人自行申報 與負擔。

Any transactions of the Gold Passbook involving gifts, inheritance, and taxes will be declared and borne by the depositor or his/her successors.

(三)黄金存摺不計算利息,亦非屬存款保險條例規定之標的,不受存款保險保障。

The gold passbook does not calculate interest and is not the subject of deposit insurance regulations and will be not protected by deposit insurance.

二、開戶Account Opening

立約人開戶時,須填具印鑑卡交付貴行,有關本約定書帳戶之回售、轉換及其他相關事宜,均以 印鑑卡上之留存印鑑為憑。

When opening an account, the Contractor shall fill in a seal card and deliver it to the Bank. The seal card

will be used as the evidence for the resale, conversion and other related matters of this Agreement account. 三、存入Deposit

(一)立約人買進黃金存入時,應填具黃金存摺存入憑條,並應按當時貴行掛牌賣出價格繳交買進黃 金價款。

When purchasing the gold for deposit, the Contractor shall fill out a deposit slip for gold passbook and pay the purchase price of gold at the listed selling price of the Bank.

- (二)除定期投資外,每次存入之黃金數量不得低於1公克,並應為1公克的整倍數。 Except for regular investments, the amount of gold deposited shall not be less than 1 gram at a time and shall be in integral multiples of 1 gram.
- (三)立約人買進黃金存入時,應以現金、或開立取款憑條由其新臺幣活期(儲)、支票存款帳戶內扣取 價款,如以票據付款者,需俟交換完成銀行收妥款項後,始得辦理。
 When depositing purchased gold, the Contractor shall pay the price in cash or debit from his or her NTD demand (savings) or checking deposit account by filling in a withdrawal slip. If payment is made by instrument, it shall be done only after the exchange is completed and the bank has received the payment.
- (四)立約人定期投資及買進存入時,若未持存摺辦理應於嗣後辦理存摺補登,如累計未補登之交易 筆數達 60 筆時,貴行有權將該等交易加總後以總數登載。
 When the Contractor makes regular investments to purchase and deposit the gold and has not processed it with a passbook, the Contractor should perform a passbook entry at a later date, and if the total number of unentered transactions reaches 60, the Bank has the right to add up the total number of such transactions and record them as a total.
- 四、定期定額投資Dollar Cost Averaging Investment

立約人辦理定期定額投資買進黃金存入本存摺者,各項事宜悉依下列約定條款辦理:

The following terms and conditions shall apply to the purchase of gold for dollar cost averaging investment and deposit in this Passbook:

(一)掛牌單位:以1公克黃金為基本掛牌單位,重量之換算計算至小數點第2位(以下四捨五八)。本 行每一營業日訂定其買進和賣出價格並掛牌之。

Unit: 1 gram of gold shall be used as the basic unit for listing, and the weight shall be converted to the second decimal place (rounded hereinafter). The Bank shall set the bid and offer prices and list them on

each business day.

(二)立約人應勾選申請黃金存摺定期定額投資、投資日,並填具每次投資金額、投資金額及手續費款項扣帳帳號,委由貴行於投資日自其指定之新臺幣存款帳戶(以下稱指定帳戶)內扣取投資金額及手續費(以下合稱投資款項)。

The Contractor shall check the box to apply for a gold passbook dollar cost averaging investment and its investment date, and fill in the account number for each investment amount, debit account for investment amount and processing fee, and entrust the Bank to debit the investment amount and processing fee (hereinafter referred to as investment amount) from the designated NTD deposit account (hereinafter referred to as designated account) on the investment date.

(三)立約人為自然人時,其指定帳戶應為立約人本人於貴行營業單位開立之新臺幣活期、活期儲蓄或綜 合存款帳戶;立約人為法人或機關團體時,指定帳戶以其於營業單位開立之新臺幣活期或綜合存款 帳戶為限。

If the Contractor is a natural person, the designated account should be a NTD demand, savings, or composite deposit account opened by the Contractor at a business unit of the Bank. If the Contractor is a legal entity or an organization, the designated account should be limited to a NTD demand, or composite deposit account opened by the Contractor at a business unit.

- (四)立約人得約定每月6、16、26日中任一日或數日為投資日(遇假日則為次一營業日),定期定額辦理投資。每次投資金額至少為新臺幣3,000元,並應為新臺幣1,000元之整倍數。
 The Contractor may appoint any one or more of the 6th, 16th and 26th day of each month as the investment day (or the next business day if it is a holiday) to make the dollar cost averaging investment. Each investment amount shall be at least NT\$3,000 and shall be in integral multiples of NT\$1,000.
- (五)立約人若於投資日或投資日以後始申辦定期定額投資者,自下一投資日起開始扣款。 If the Contractor applies for dollar cost averaging investment on or after the investment date, the amount will be deducted from the next investment date.
- (六)立約人應於投資日前一營業日於指定帳戶留存足額投資金額及手續費,否則視為當次不委託辦 理投資,且指定轉帳帳戶之存款餘額不足以繳付投資金額及手續費時,貴行無需通知立約人。 The Contractor shall deposit the full amount of investment and processing fee in the designated account on the business day before the Investment Date, otherwise, it will be deemed that no investment is

entrusted on that occasion and when the balance of the designated transfer account is insufficient to pay the investment amount and processing fee, the Bank is not required to notify the Contractor.

(七)立約人同意倘投資日指定帳戶同時有數筆款項待扣,而存款餘額不敷時,以貴行執行扣帳作業 之先後次序為準,立約人不得指定或有異議。

The Contractor agrees that if there are several amounts to be deducted from the designated account at the same time on the investment date and the balance is not sufficient, the order in which the Bank performs the deduction shall prevail, and the Contractor shall not designate or disagree.

(八)貴行於扣帳作業完成後,將投資金額依當日貴行基本掛牌單位第1次掛牌賣出價格買進黃金存入 立約人之黃金存摺帳戶。

After the debit operation is completed, the Bank will purchase the gold with the investment amount and deposit it into the Contractor's gold passbook account at the first listed selling price of the basic listed units of the Bank on that day.

(九)如有下列情形之一者,貴行於投資日不辦理扣款投資:

If one of the following circumstances occurs, the Bank will not debit the investment amount on the investment date:

1. 立約人申請暫停投資: 立約人得申請暫停投資。亦得於其後申請恢復投資。

Suspension of investment by the Contractor: The Contractor may apply for suspension of investment,

and may also apply for resumption of investment afterwards.

 指定帳戶餘額不足:立約人如未依本條第〈六〉款規定留存足額投資金額及手續費,因而 連續3次未能辦理投資者,費行將停止扣款投資,但立約人得以書面申請恢復投資。
 Insufficient balance in the designated account: If the Contractor fails to deposit the full amount of investment and processing fee in accordance with paragraph (6) of this Article, and therefore fails to process the investment for three consecutive times, the Bank will stop the investment deduction, but

the Contractor may reapply for investment in writing.

(十)變更約定條件:立約人得填具「黃金存摺定期定額投資變更約定申請書」,經貴行同意後,自 次一投資日起變更指定帳戶、投資金額或投資日。

Change of contractual conditions: The Contractor may fill out the "Application for Change of Agreement for Gold Passbook Dollar Cost Averaging Investment" and change the designated account, investment amount, or investment date from the next investment date with the Bank's approval.

(十一)手續費:悉依貴行收費標準計收,黃金定期定額投資於每次投資時,不論扣帳是否成功,均 收取黃金存摺定期定額投資手續費。

Processing fee: The processing fee is charged in accordance with the Bank's fee schedule. The processing fee for dollar cost averaging investment of gold passbook is charged for each investment, regardless of whether the debit is successful or not.

(十二)立約人因辦理銷戶或發生繼承情事,則立約人黃金存摺定期定額投資及委託本行代繳黃金存 摺定期定額投資金額及手續費等契約關係即終止。

The contractual relationship between the Contractor and the Bank on the Contractor's gold passbook dollar cost averaging investment and the amount and processing fee of the gold passbook dollar cost averaging investment entrusted to the Bank for payment shall be terminated in the event of cancellation of the account or the succession of the Contractor,

(十三)連續3次因帳款餘額不足,致未能辦理扣款投資,則立約人黃金存摺定期定額投資及委託本行 代繳黃金存摺定期定額投資金額及手續費等契約關係即終止,貴行無須通知立約人本人。

The contractual relationship between the Contractor and the Bank on the Contractor's gold passbook dollar cost averaging investment and the amount and processing fee of the gold passbook dollar cost averaging investment entrusted to the Bank for payment shall be terminated if the balance of the account is insufficient for three consecutive times and the investment cannot be debited.

- 五、回售 Resale
 - (一)立約人回售黃金時,應持存摺並填具黃金存摺售出憑條,簽蓋留存印鑑,按回售當時貴行掛牌 買進價格向貴行原開戶行〈已申辦全行代購售者除外〉辦理回售。

When reselling the gold, the Contractor shall present the passbook and fill out the gold passbook sale slip, stamp the retained seal, and process the resale at the original account opening bank (except for those who have applied for bank-wide purchase and sale) at the listed purchase price at the time of resale.

(二)立約人每次回售黃金數量不得低於1公克,並應為1公克的整倍數,但將帳戶餘額全數回售或銷 戶者,不在此限。

The amount of gold to be resold shall not be less than 1 gram at a time and shall be in integral multiples of 1 gram, except when the balance of the account is resold in full or the account is cancelled.

(三)立約人回售黃金之價款得以存入本人在貴行開立之新臺幣活期(儲)、支票存款帳戶,或提領現金, 立約人回售黃金之價款為提領現金方式時,須依稅法相關規定繳納印花稅。

The resale amount of gold may be deposited into the NTD demand (savings) or checking account opened with the Bank or withdrawn in cash. When the consideration for the resale of gold is in the form of cash

withdrawals, the Contractor is subject to stamp duty in accordance with the relevant provisions of the Tax Law.

六、轉換黃金現貨Conversion of Spot Gold

(一)立約人欲轉換黃金現貨,應先洽貴行原開戶行,洽商欲轉換之黃金規格、數量並約定提貨日期, 俾憑備貨。

If the Contractor wishes to convert the spot gold, he/she should first contact the original account opening bank of the Bank to negotiate the specifications and quantity of the gold to be converted and to agree on the date of delivery so that the goods can be prepared.

(二)立約人轉換之黃金現貨規格,限貴行提供之固定規格黃金條塊。

The specifications of the gold spot products to be exchanged by the Contractor are limited to the fixed specification gold bars provided by the Bank.

(三)立約人轉換黃金現貨時,應持印鑑及存摺,填具黃金存摺轉換現貨申請書,向貴行原開戶行辦理。

When the Contractor converts the spot gold, he/she should present the seal and passbook and fill out an application form for the conversion of the gold passbook to spot gold and apply to the original account opening bank.

(四)立約人轉換黃金現貨時,應補繳貨款差額,該項差額係按當時轉換黃金條塊賣出價格與等量之 黃金存摺掛牌賣出價格計算之差額。

Upon conversion of spot gold, the Contractor shall pay the difference between the current selling price of the converted gold bars and the listed selling price of the equivalent amount of gold passbook.

(五)黄金條塊經提領後不得再行存入貴行。

Gold bars shall not be deposited with the Bank after withdrawal.

七、黄金轉帳Gold Transfer

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立約人憑存摺、留存印鑑,填具黃金存摺轉帳申請書,向原開戶行辦理,得將黃金轉帳至其他帳戶。
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The Contractor may transfer the gold to other accounts by completing the application form for transferring the gold passbook with the passbook and retained seal and applying to the original account opening bank.

八、全行代購售Bank-wide Purchase and Sale

立約人向貴行申請黃金存摺全行代購售,並利用貴行密碼輸入器自行設定密碼或由貴行製發一組四 位數識別碼作為初始密碼交予立約人使用時,本立約人願依照下列約定條款辦理:

When the Contractor applies to the Bank for gold passbook bank-wide purchase and sale, and uses the Bank's password input device to set up the password by himself/herself or has the Bank issue a four-digit identification code as the initial password to the Contractor, the Contractor is willing to follow the following terms and conditions:

(一)立約人同意貴行憑黃金存摺、立約人填寫完妥之存入或售出憑條(售出憑條須加蓋與印鑑卡上留存印鑑相符之印章)及由立約人利用密碼輸入器輸入之正確密碼,辦理黃金之購售,對立約人即 生效力。

The Contractor agrees that the purchase or sale of gold shall be effected by the Bank on the basis of the gold passbook, the Deposit or sale slip duly completed by the Contractor (the sale slip shall be stamped with a seal matching the seal retained on the seal card) and the correct password entered by the Contractor using the password input device.

(二)立約人輸入密碼連續錯誤達三次時,各聯行即停止代購售,應由立約人本人(法人立約人為負責人)憑身分證、黃金存摺、留存印鑑至貴行國內各分行辦理查詢或重新設定密碼;遺忘或變更密碼,亦同;註銷手續請至原開戶行辦理。

If the password entered by the Contractor is incorrect for 3 consecutive times, each branch will stop the

purchase and sale on behalf of the Contractor. The Contractor (the corporate Contractor is the representative) should go to any of the domestic branches with his or her ID card, gold passbook and retained seal to inquire or reset the password, the same applies to forgetting or changing the password. Please go to the original account opening bank for the cancellation procedures.

- (三)如遇貴行電腦連線作業系統故障或其他原因致無法作業時,同意各聯行暫停受理代購售業務。 In the event that the Bank's computer connection system fails or for other reasons, the Contractor agrees to each branch to suspend the acceptance of the purchase and sale business.
- (四)立約人申請、取消、變更及重設黃金存摺全行代購售密碼時,須依貴行黃金存摺收費標準繳付 手續費用,惟開戶時同時申請全行代購售,免收手續費。

When applying for, canceling, changing or resetting the password of the bank-wide purchase and sale gold passbook, the Contractor shall pay the processing fee in accordance with the Bank's gold passbook fee standard, but the processing fee will be waived if the Contractor applies for the bank-wide purchase and sale at the same time of account opening.

九、存摺、印鑑遺失或毀損Loss or Damage of Passbook and Seal

立約人對於存摺或印鑑務須分別保管,如遇被竊,遺失或毀損時,應即向原開戶單位辦理掛失、補發存摺及變更印鑑等相關手續,於其手續辦妥時即生效力,在掛失止付生效前,如發生黃金已被回售、轉換、轉帳、結清或其他處分時,貴行不負責任。

The Contractor shall have separate custody of the passbook or seal, in the event of theft, loss or damage, the Contractor shall immediately apply to the original account opening bank for the loss, reissue of the passbook, and change of the seal and other related procedures. The Bank will not be liable for any resale, conversion, transfer, settlement, or other disposition of the gold before the effective date of the loss application.

十、手續費 Processing Fees

本業務之手續費悉依貴行收費標準計收。貴行得視業務需要調整所定之收費標準或內容。

The processing fee for the service is charged in accordance with the Bank's fee schedule. The Bank may adjust the fees and charges according to its business needs.

十一、銷戶 Cancellation of Account

本存摺帳戶餘額為零,得結清銷戶,並應由立約人本人親自辦理,如無法親自辦理而委任代理人時, 應出具授權書及可資確認本人及代理人身分之證明文件。

If the account balance of the passbook is zero, the account may be closed and the Contractor should apply it in person, if the Contractor is unable to apply in person and appoint an agent, he/she should present a power of attorney and a document confirming your identity and that of the agent.

十二、存摺內所記載單價資料係每筆交易之價格,並不代表帳戶內黃金餘額之價值。

The unit price information recorded in the passbook is the price of each transaction and does not represent the value of the gold balance in the account.

十三、本存摺帳戶不計算利息。

Interest is not calculated on this passbook account.

十四、本存摺表彰之權利不得轉讓或質押予第三者。

The rights recognized in this passbook cannot be transferred or pledged to a third party.

十五、立約人與貴行往來期間,如遇有貴行或他人聲請假扣押、假處分、強制執行或有疑似洗錢不法 使用之情事,貴行得逕行終止本約定,立約人申請給付時,依法處理。

In the event of provisional attachment, provisional injunction, enforcement or suspected illegal use of money laundering applied by the Bank or others during the period of the agreement with the Bank, the Bank may terminate this Agreement, and when the Contractor applies for the payment, it will be processed in accordance with the law

十六、申訴管道 Complaint Channels:

(一)免付費服務專線:0800-01-7171按5。

Service Hotline: 0800-01-7171 Press 5.

(二)電子信箱(E-MAIL):臺灣企銀網站 https://www.tbb.com.tw 客服信箱。

E-mail: Taiwan Business Bank website https://www.tbb.com.tw Customer Service Mailbox.

臺灣中小企業銀行「新臺幣存款收費標準一覽表」

Taiwan Business Bank [「]Schedule of Fees and Charges for New Taiwan Dollar Deposits」

單位:新臺幣 元

				nit: NT\$
業務項目 Business	收費項目	收費計價單位 Unit of	收費金額	備註
Items	Fee items	charge	Charge Amount	Remarks
	印鑑掛失兼更換印鑑、更換印鑑 Loss of seal and replacement of seal, replacement of seal	每次 Each time	\$100	
	存單、存摺掛失補發、開戶不足 1個月即辦理結清 Loss of certificates of deposit, passbooks, and account opening less than 1 month before closing	每次 Each time	\$100	
	申請存款餘額證明及會計師函證 Application for deposit balance certificate and accountant's letter	每份 Per application	申請最近 1 個月以內:50元;超過 1 個月以上:每 份 100元。申請 1 份以上,加收 20元 Within the last 1 month of application: \$50, more than 1 month: \$100 per copy. For more than 1 application, an additional \$20 will be charged.	
	查詢歷史交易明細 Enquire about historical transaction details	每次 Each time	申請最近1年以內:每次100元,超過1年者:每次 200元,2年以上每次500元。若須至倉庫查詢者, 每張500元 Within the last 1 year of application: \$100 per application, more than 1 year: \$200 per application, more than 2 years: \$500 per application. For inquiries at the warehouse: \$500 per application.	
存匯業務	空白支(本)票工本費 Blank cheque (cashier's fee)	每張 Per sheet	10 元計收;本行通知始存入且信用欠佳,每張最高 30 元以內計收 \$10, up to \$30 for each sheet with bad credit as notified by the Bank	
Deposit and Remittance Business	拒往、結清後申請兌付票據 Dishonor and application for bill payment after settlement	每張 Per sheet	\$200	
	支票掛失止付 Report loss of cheque and suspension of payment	每張 Per sheet	\$100	
	匯 出 匯 款 Remittance	每筆 Per transaction	現金匯款:200 萬元以內收 100 元,每超過 100 萬元 加收 30 元,未満 100 萬元以內以 100 萬元計收 Remittance by cash \$100 within \$2 million, plus \$30 for every \$1 million, less than \$1 million will be charged as \$1 million. 轉帳匯款:200 萬元以內收 30 元,每超過 100 萬元加 收 10 元,未満 100 萬元以內以 100 萬元計收 Transfer remittance: \$30 within \$2 million, \$10 for every \$1 million over, less than \$1 million will be charged as \$1 million.	
	票 匯 Draft remittance	每筆 Per transaction	\$30	
	撤回代收票據 Post check withdrawal	每張 Per sheet	\$30 to \$50	
	代收一般地區票據 General collection	每張 Per sheet	\$5 10 二为十,泪杀火阳仁此弗洒淮二州的	
	代收偏遠地區票據 Remote areas collection	每張 Per sheet	40 元為主,視委託銀行收費標準而調整 倘需電告處理者,每張需加收 10 元	

	申請本行支票 Apply for bank cheque	每張 Per sheet	 \$40 (mainly), subject to change according to the standard of the entrusted bank. If need to process by telephone, an additional N\$10 will be charged for each sheet. 本行往來客戶:30元;非本行往來客戶:60元; 更改受款人:30元 For Bank's customers: \$30, for non-bank customers: \$60, for change of payee: \$30. 	※100 年 11 月 1 日實施 Implement
	申請台支 Issue Bank of Taiwan check	每張 Per sheet	票面金額未達 100 萬元:430 元, 票面金額 100 萬元以上:230 元 Amount less than \$1 million: \$430, amount over \$1 million: \$230.	
	以郵寄方式委託結清銷戶 Settlement of accounts by mail 申請票據撤銷付款委託	每户 Per account 每張	\$30	
	Application for revocation of cheque payment mandate 客戶往來證明書	Per sheet 每份	\$100	
	Certificate of customer relationship	Per application	\$300	※100年11
	存單存款質權設定 (設定質權予本行者免收) Time deposit pledge setting (Free of charge for pledge to the Bank)	每份 Per application	\$100	月1日實施 Implement ed on November 1, 2011
	存款不足退票手續費 Dishonored bill processing fee for insufficient deposit	每張 Per sheet	\$200	
	註銷退票手續費 Cancellation of dishonored bill processing fee	每張 Per sheet	\$150	
	票據信用查詢費 Bill credit inquiry fee	每份 Per application	第一類查詢:100 元;第二類查詢:200 元 Class 1 inquiry: \$100, class 2 inquiry: \$200.	
	國外 ATM 提領外幣現鈔 Withdrawal of foreign currency notes from foreign ATMs	每筆 Per transaction	 1.簽帳金融卡: 75元+提款金額×1.55% Debit card: \$75 + withdrawal amount × 1.55%. 2.金融卡(磁條)、combo 卡: 75元+提款金額×1% Financial card (magnetic stripe), combo card: \$75 + withdrawal amount × 1%. 3.金融卡(晶片),日本提領(北海道):日幣¥150+ 提款金額×0.8%(最低日幣¥390) Financial card (chip), Japanese withdrawal (Hokkaido): ¥150 + withdrawal amount × 0.8% (minimum ¥390). 	
金融卡 Financial Card	國內 ATM 交易手續費 Domestic ATM transaction processing fee	每筆 Per transaction	跨行提款:5元 Inter-bank Withdrawal: \$5 跨行轉帳: Inter-bank transfer: 1.每筆交易金額500元(含)以下,每一存款帳戶,每日優惠 1 次免收手續費,逾1 次者,每筆收費為10元(當日未使 用之優惠次數不累計至隔日使用)。 For each deposit account with a transaction amount of	1 日實施 Implement ed on April 1, 2019

			 \$10 for each transaction amount between \$501 and \$1,000 (inclusive). 3.每筆交易金額逾1,000 元以上,每筆收費為 15 元。 \$15 per transaction over \$1,000.
	補/換發新卡 Reissuance/replacement of new cards	每次 Each time	\$100
	簽帳金融卡掛失費 Debit card lost reporting fee	每次 Each time	\$200
	印鑑掛失及更換費 Seal report loss and replacement fee	每份 Per application	\$100
保管箱 Safe Deposit	更換戶名及印鑑費 Change of account name and seal fee	每次	\$100
Box	論匙掛失及補發費 Key loss report and replacement fee	每箱每次 Per box each time	\$500
	開戶 open an account	一個帳户 Per account	\$100
	轉帳 Transfer	依轉帳數量 計算 Calculated by number of transfers	每1公克3元,最低100元,最高2000元,轉出及 轉入帳戶為同一人(同一身分證字號)時,免收轉帳手 續費 \$3 per 1 gram, minimum \$100, maximum \$2,000, transfer fee is waived when the transferring account is the same person (same ID number).
	定期定額投資 Dollar cost averaging investment	每次投資 Per investment	不論扣帳是否成功,均收取 100 元 \$100 will be charged regardless of whether the deduction is successful or not.
黃金存摺 Gold Passbook	定期定額投資變更投資金額 Dollar cost averaging investment change investment amount 變更投資指定帳户 Change of Investment Designated Account 變更投資日 Change of investment date 暫停投資 Suspension of Investment 恢復投資 Resumption of Investment 終止投資 Termination of Investment		\$100
	存摺掛失補發 Lost passbook and replacement 印鑑掛失及更換印鑑 Lost seal and replacement 更換印鑑 Seal placement	每次 Each time	\$100
	申請全行代購售 Apply for bank-wide purchase and sale 取消全行代購售 Cancellation of bank-wide purchase and sale 變更全行代購售 Change of bank-wide purchase and sale	每項 Per item	100 元,開戶時,同時申請全行代購售者,免收全行 代購售手續費 \$100, and the processing fee will be waived for those who apply for the bank-wide purchase and sale at the same time when opening an account.
	黄金存摺餘額證明書	每張	50元,每增加1張加收20元

	Gold passbook balance certificate	Per sheet	\$50, plus \$20 for each additional sheet.
	申請查詢歷史交易資料明細 Request for historical transaction details	每次 Each time	\$50
	憑證年費 Certificate Annual Fee	每年 Per year	個人戶 150 元,法人戶 900 元 \$150 for individual account, \$900 for corporate account.
	憑證載具 Certificate carrier	每個 Per piece	\$600
一般網路銀 行各項費用 General Internet Banking Fees	臺幣跨行轉帳/跨行缴其他費用 NTD interbank transfer/interbank payment of other fees	每筆	跨行轉帳: Inter-bank transfer: 1.每筆交易金額500元(含)以下,每一存款帳戶,每日優惠 1 次免收手續費,逾 1 次者,每筆收費為 10元(當日未使 用之優惠次數不累計至隔日使用)。 For each deposit account with a transaction amount of less than \$500 (inclusive), the processing fee will be waived for one time per day, and the fee will be \$10 per transaction for more than one time (the favorable number of unused transactions on the same day will not be counted to the next day). 2.每筆交易金額501元至 1,000元(含)以下,每筆收費為 10元。 \$10 for each transaction amount between \$501 and \$1,000 (inclusive). 3.每筆交易金額逾1,000元以上,每筆收費為 15元。 \$15 per transaction over \$1,000. 跨行繳費:15元 Inter-bank payment: \$15.
	申請存款餘額證明 Application for Certificate of Deposit Balance	每份 Per application	申請最近 1 個月以內:每份 50 元;超過 1 個月以 上:每份 100 元。申請 1 份以上,每份加收 20 元, 郵寄費用加收 50 元。 Within the last 1 month of application: \$50 per copy, more than 1 month: \$100 per copy. For more than one application, each copy costs an additional \$20, and the postal fee is an additional \$50.
	線上申請黃金存摺帳戶 Apply for a gold passbook account online	每户 Per account	\$50
	黃金存摺網路交易定期定額扣款成功 Gold Passbook online transaction dollar cost averaging amount debit successfully	每筆 Per transaction	\$50
	憑證年費 Certificate Annual Fee	每年 Per year	法人户 900 元 \$900 for corporate account.
	憑證載具 Certificate carrier	中国 year 每個 Per piece	\$600
企業網路銀 行各項費用	臺幣跨行轉帳 NTD Interbank Transfer	每筆 Per transaction	跨行轉帳每筆交易金額新台幣 200 萬元(含)以內,收取 交易手續費 NTD30 元,超逾新台幣 200 萬元者,每增加 100 萬(不足 100 百萬元以 100 萬元計算)加收 NTD10 元。 For inter-bank transfers, a transaction processing fee of NT\$30 will be charged for each transaction amount up to NT\$2 million (inclusive), and an additional NT\$10 will be charged for each additional NT\$1 million (Less than \$1 million will be calculated as \$1 million) over NT\$2 million.
	申請存款餘額證明 Application for Certificate of Deposit Balance	每份 Per application	申請最近1個月以內:每份50元;超過1個月以上:每份 100元。申請1份以上,每份加收20元,郵寄費用加收50 元。 Within the last 1 month of application: \$50 per copy, more than 1 month: \$100 per copy. For more than one

整批匯款 Batch Remittance	交易手續費 Transaction fee	每筆 Per transaction	跨行轉帳(含聯行轉帳)由客戶負擔全額質用時,每筆 交易金額新台幣 200 萬元(含)以內,收取交易手 續費 30元,超逾新台幣 200 萬元以上,每增加 100 萬加收 10元(不足 100 百萬元以 100 萬元計算)。 For inter-bank transfer (including joint bank transfer), when the customer bears the full cost, a transaction fee of \$30 will be charged for each transaction amount	
代繳 代發 Payment and Payroll	交易手續費 Transaction fee	每筆 Per transaction	 (一)自行轉帳交易成功時,每筆收取 NTD5元。 NT\$5 per transaction will be charged for each successful self-transfer. (二)跨行轉帳交易不論成功或失敗,每筆收取 NTD10元。 NT\$10 will be charged for each successful or unsuccessful inter-bank transfer. 跨行轉帳(含聯行轉帳)由客戶負擔全額費用時,每筆 	
虛擬帳號 Virtual Account	代收手續費 Collection fee	每筆 Per transaction	\$10	 ※100年 12月30日 實施 ※ Implement ed on December 30,2011
全國性繳費 Nationwide Payment	交易手續費 Transaction fee 核印費 Direct debit fee	每筆 Per transaction 每筆 Per transaction	 \$5-\$30 授權書核印費 50 元;線上約定申請核印費 20 元 Authorization of direct debit fee \$50, application fee for online direct debit \$20. 	
網路 ATM Internet ATMs	跨行交易手續費 Inter-bank transaction processing fee	每筆 Per transaction	 1.每筆交易金額 500 元(含)以下,每一存款帳戶,每日優惠 1 次免收手續費,逾 1 次者,每筆收費為 10 元(當日未使用之優惠次數不累計至隔日使用)。 For each deposit account with a transaction amount of less than \$500 (inclusive), the processing fee will be waived for one time per day, and the fee will be \$10 per transaction for more than one time (the favorable number of unused transactions on the same day will not be counted to the next day). 2.每筆交易金額501 元至 1,000 元(含)以下,每筆收費為 10 元。 \$10 for each transaction amount between \$501 and \$1,000 (inclusive). 3.每筆交易金額逾1,000 元以上,每筆收費為 15 元。 \$15 per transaction over \$1,000. 	
電話銀行 Phone Banking	跨行轉帳手續費 Inter-bank transfer processing fee	每筆 Per transaction	application, each copy costs an additional \$20, and the postal fee is an additional \$50. 1.每筆交易金額 500 元(含)以下,每一存款帳戶,每日優惠 1 次免收手續費,逾 1 次者,每筆收費為 10 元(當日未使 用之優惠次數不累計至隔日使用)。 For each deposit account with a transaction amount of less than \$500 (inclusive), the processing fee will be waived for one time per day, and the fee will be \$10 per transaction for more than one time (the favorable number of unused transactions on the same day will not be counted to the next day). 2.每筆交易金額501元至1,000元(含)以下,每筆收費為 10元。 \$10 for each transaction amount between \$501 and \$1,000 (inclusive). 3.每筆交易金額逾1,000元以上,每筆收費為 15元。 \$15 per transaction over \$1,000.	※108 年 4 月 1 日 實 施 ※ Implement ed on April 1, 2019

			within NT\$2 million (inclusive), and a transaction fee of NT\$2 million or more will be charged for each additional NT\$1 million \$10 (less than \$1 million is calculated as \$1 million).	
	依執行命令繳付以扣押債務人存 款之款項 Payment of the amount of the debtor's deposit by attachment pursuant to an execution decree	每一客户 Per customer		 ※102年1 月1日實 施 ※ Implement ed on January 1, 2013
	電腦列印資料 Computer printing	每一客户 Per customer		 ※102年1 月1日實施 ※ Implement ed on January 1, 2013
公務機關查 詢 Public Institution Inquiry	紙本資料 Paper information	每一客户 Per customer	500 元 (單一查詢案件如超逾4名客戶,仍以4人計	*
	批次查詢 Batch inquiry		2.未備磁片人工登打:每一客户10元 Manual registration without disc: \$10 per customer	※102 年 1 月 1 日實 施 ※ Implement ed on January 1, 2013

Schedule of Fees and Charges for Foreign Exchange Business (Deposit and Remittance)

一、匯入匯款	1.兌換為新台幣、存入外匯存款、轉匯他行時:
Inward Remittance	費率: 0.05%,最低收費 NTD200 元、最高收費 NTD800 元。
(一)手續費 Handling Fee	Paid in NTD, paid into TBB foreign currency deposit account, or transferred to other banks: Rate:0.05%, Min.NTD200, Max.NTD800.
8	2.提領外幣現鈔,以一般賣匯匯率與現鈔賣匯匯率之差額計收匯率差價,最低收費 NTD100 元。
	Handling fee will be collected based on the difference between selling spot rate and selling cash rate
	when withdrawing foreign currency. Min.NTD100.
	3.原幣轉匯同業(SWIFT MT103+MT202):費率:0.125%,最低收費 NTD400 元、最高收費
	NTD1,600 元。
	Transferred to other banks in original currency (SWIFT MT103+MT202) Rate:0.125%, Min.NTD400,
	Max.NTD1,600.
(二)電報費 Cable Charge	每通電文計收 NTD300 元。
	NTD300 /case.
二、匯出匯款	1.以新台幣結匯匯出、原幣匯出:
Outward Remittance	費率: 0.05%, 最低收費 NTD100 元、最高收費 NTD800 元。
(一)手續費	Purchased with NTD, or in foreign currency: Rate:0.05%, Min.NTD100, Max.NTD800.
Handling Fee	2.以外幣現鈔匯出,以一般買匯匯率與現鈔買匯匯率之差額計收匯率差價,最低
Tranding Fee	收費 NTD100 元。
	For outward remittance of foreign currency cash, the charge will be collected based on the difference
	between buying spot rate and buying cash rate, Min.NTD100. 3.退匯或修改時,手續費每筆 NTD300 元。
	S.这座或修改时,于領員每年 NTD300 元。 Return or amendment: NTD300/case.
	4.使用外商提供之全額到帳全程單一收費服務,依其收費標準計收。
	When using the single charge service provided by TBB's nostro banks for a remittance in full payment, the fee will be charged according to the fee standards of those nostro banks.
	5.以「全額匯出」者,每筆另外加收國外費用:
	歐元案件 0.1%計收,最低 EUR30;日圓案件 0.05%計收,最低 JPY5,000;
	英鎊案件 0.1%計收,最低 GBP25;港幣案件每筆 HKD300;
	其他幣別案件每筆等值 USD35。(註:情形特殊者,得自行衡酌加收)
	For the "Full Amount Remittance", the following foreign fees will be applied additionally to each
	transaction:
	0.1% for EUR cases, Min.EUR30, 0.05% for JPY cases, Min.JPY5,000,
	0.1% for GBP cases, Min.GBP25, HKD300/case for HKD cases,
	The equivalent amount of USD35/case for other currencies.
(一) 和弗 Desteres	(Remarks: In special cases, additional charges may be applied at the Bank's discretion)
(二)郵費 Postage	1.票匯每筆 NTD200 元。Demand draft: NTD200/case.
	2.花旗銀行 CRS 匯票:每筆 NTD300 元。Citibank CRS draft: NTD300/case.
(三)電報費 Cable Charge	每通電文計收 NTD300 元
	須加發電文者(包括退匯、改匯),另依實際發電筆數加收電報費。
	NTD300 /case.
	For remittances which require sending additional SWIFT messages (including return or amendment of
	remittances), additional cable charge will be applied based on the actual number of messages sent.
三、外匯存款	
Foreign Exchange Deposits	
手續費 Handling fee	
1.以新台幣存入或提領	免收。Free of charge.
Deposit or withdrawal in	
NTD	
	まず、0.050/、見は此まNTD200 こ、目されまNTD200 こ
2.轉讓與他人	費率: 0.05%,最低收費 NTD200 元、最高收費 NTD800 元。
Transferring to others	Rate: 0.05%, Min.NTD200, Max.NTD800.
	则,凯嘉陈/贾陈陈亥的旧弘嘉陈/贾陈阮苏·子苏山北远苏华历 目从北巷 MARDA 100 -
	以一般賣匯/買匯匯率與現鈔賣匯/買匯匯率之差額計收匯率差價,最低收費 NTD100 元。

3.提領/存入外幣現鈔	Handling fee will be collected based on the difference between selling/buying spot rate and selling/buying
Withdrawing/depositing	cash rate. Min.NTD100.
foreign currency	註1.以外幣現鈔存入時已收取匯差之案件,倘欲提領外幣現鈔得於原存入金額內,免再收取匯差
	手續費。
	Remark 1 : For cases where the exchange rate difference has been collected when depositing foreign
	currency, the exchange rate difference processing fee will be waived within the original deposit amount
	when you withdraw foreign currency.
	註 2.以舊版美金現鈔存入外匯存款時,除依原規定收取匯差手續費外,每 1 美元須另加收
	NTD0.2 元手續費。
	Remark 2 : When depositing foreign currency in old version of U.S. dollars, in addition to the exchange
	rate difference processing fee, a handling fee of NTD0.2 per U.S. dollar will also be collected.
三、買入光票/光票託	1.兌換為新台幣、存入外匯存款、轉匯他行時:
收	費率: 0.05%,最低收費 NTD200 元,最高收費 NTD800 元。
Clean Bill Purchase /	Paid in NTD, paid into TBB foreign currency deposit account, or transferred to other banks : Rate :
Clean Bill Collection	0.05%, Min.NTD200, Max.NTD800.
(一)手續費	2.提存入外幣現鈔,以一般賣匯匯率與現鈔賣匯匯率之差額計收匯率差價,最低收費 NTD100
Handling Fee	元。
	Handling fee will be collected based on the difference between selling spot rate and selling cash rate
	when withdrawing foreign currency. Min.NTD10.
	3.以香港為付款地區之未到期港幣及美金光票託收,每筆應加收 NTD100 元。
	For HKD and USD postdated clean bills payable in Hong Kong, an additional NTD100 shall be charged
	per transaction.
(二)墊款利息 Interest	計息期間 Interest Period:
	1.美國、日本、香港、新加坡等付款地之當地幣別為12天,最低收費 NTD100元。
	12 days for the local currency payable in the U.S., Japan, Hong Kong, Singapore, etc., Min.NTD100.
	2.其他地區及非付款地之當地幣別為 21 天,最低收費 NTD100 元。
	21 days for the local currency of the other regions and non-payable regions, Min.NTD100.
	利率:按本行各該幣別牌告放款利率計收。Interest Rate:TBB's board interest rates on loans.
	註:買入光票案件加收買入光票墊款息
	Remarks : The interest for the clean bill purchase will be added to the application of clean bill purchase .
(三)郵費 Postage	每件 NTD300 元(如以國際快遞寄件時按國際快遞價格計收)。
	NTD300/case.(If clean bill is dispatched by international courier, courier fee will be charged.).
(四)國外費用	按國外代收銀行或付款銀行扣取之費用,按實際發生之數額計收。
Overseas charge	Fees charged by foreign collecting or paying banks are collected based on the actual amount incurred.
五、旅行支票	
Traveler's Checks	
買回手續費(本行售出)	
Repurchase handling	
charge(Sold by TBB)	た 悠
1.兌換為新台幣	每筆計收 NTD100 元。NTD100/case.
Paid in NTD	
	每筆計收 NTD100 元;每筆金額達等值 USD10,000 以上者,另加計買入光票墊款利息。
2.存入外匯存款	「年半計板 NTD100 元, 年半金額達手值 USD10,000 以上者, 方加計員八元示至私利志。 NTD100/case; For each transaction with amount equivalent to USD10,000 or above, the interest for the
Paid into TBB foreign	purchase of clean bill will be added.
currency deposit account	
イ 口 抗 の ミルス ユロ ん小	以一般 實 匯 匯 率 與 現 鈔 實 匯 匯 率 之 差 額 計 收 匯 率 差 僧 , 最 低 收 費 NTD 100 元。
3. 兌換外幣現鈔 Paid in foreign currency	以一般賣匯匯率與現鈔賣匯匯率之差額計收匯率差價,最低收費 NTD100 元。 Fee collection is based on the the difference between selling spot rate and selling cash rate. Min.NTD100.
Paid in foreign currency	以一般賣匯匯率與現鈔賣匯匯率之差額計收匯率差價,最低收費 NTD100 元。 Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣	
Paid in foreign currency 六、結購(售)外幣 現鈔	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash with/into NTD	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash with/into NTD (一)結購手續費	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100. 免收。
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash with/into NTD (一)結購手續費 Handling fee of	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100.
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash with/into NTD (一)結購手續費 Handling fee of purchasing foreign	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100. 免收。
Paid in foreign currency 六、結購(售)外幣 現鈔 Purchasing/exchanging foreign currency cash with/into NTD (一)結購手續費 Handling fee of	Fee collection is based on the the difference between selling spot rate and selling cash rate, Min.NTD100. 免收。

Handling fee of	Rate : 0.1%, Min.NTD100.
exchanging foreign	註 Remark:
currency	 1.舊版(小頭)美金現鈔,以每人每日 USD500 元為限,每1 美元另收 NTD0.2 元手續費,且不 受理以舊版更換新版美鈔。
	For old version(small head) of U.S. dollar currency, a handling charge of NTD0.2 per USD is charged. The exchange amount is limited to USD500 per person per day, and the exchange of old version USD currency for new one is not accepted.
	2.非本行出售之 2001 年 CB 版之百元美鈔,一律以託收方式處理,每1 百美元預收手續費 NTD100 元。
	2001 CB U.S. \$100 currency not sold by TBB will be handled on collection basis and a handling
	fee of NTD100 per USD100 will be charged in advance.
七、臨櫃作業手續費	
Counter Operation	
Handling Charge	
(一)印鑑掛失兼更換	
印鑑、 更換印鑑	
Lost and replaced seal	參照本行「新臺幣存款收費標準一覽表」
and replacement of seal	多原本行 利室市行款收員标平一見衣」 Refer to TBB's 「Schedule of Fees and Charges for New Taiwan Dollar Deposits」
(二)存摺/存單掛失補發	Refer to TBB's Schedule of Fees and Charges for New Tatwah Donar Deposits
Lost passbook/Certificate	
of deposit reissuance	
(三)開戶不到一個月即辦	
理結清銷戶	
Close account within one	
month from account	
opening	
(四)申請存款餘額證明及	
會計師函證	
Application for certificate of	
deposit balance and	
Accountant's Letter	
(五)查詢歷史交易明細	
Enquire historical	
transaction details (六)申請票據掛失止付	
Application for loss and suspension of payment	
for the bills	

一般網路銀行收費標準

General Internet Banking Fee Schedule

	項目 Items	收費標準 Fee Standard
		每年:個人戶 NTD150 元
	憑證年費	法人户 NTD900 元。
1	Annual Certificate Fee	Annual: NTD150 for an individual account.
		NTD900 for legal entity account.
2	憑證載具	每個:NTD600 元
2	Certificate Carrier	Each one : NTD600.
3	台幣跨行轉帳	跨行轉帳:
	Taiwan Dollar Interbank Transfer	Inter-bank transfer.
	跨行繳其他費用	1.NTD500 元(含)以下,每一存款帳戶,每日優惠 1 次免收
	Inter-bank Payment of Other Fees	手續費,逾1次者,每筆 NTD10元(當日未使用之優惠次數
		不累計至隔日使用)。
		For each deposit account with a transaction amount of less than
		NTD500 (inclusive), the processing fee will be waived for 1 time
		per day, and the fee will be NTD10 per transaction for more than
		1 time (the favorable number of unused transactions on the same
		day will not be counted to the next day).
		2.NTD501 元至 NTD1,000 元(含)以下,每筆 NTD10 元。
		NTD10 for each transaction amount between NTD501 and
		NTD1,000 (inclusive).
		3.逾 NTD1,000 元以上,每筆 NTD15 元。
		跨行繳費:每筆 NTD15 元
		NTD15 per transaction over NTD1,000.
		Inter-bank payment: NTD15.
		(1)申請最近1個月以內,每份 NTD50元。
		Within the last 1 month of application, NTD 50 per copy.
	申請存款餘額證明	(2)超過1個月以上:每份 NTD100 元。
4	Application for Certificate of Deposit	More than 1 month: NTD100 per copy.
	Balance	(3)申請1份以上,每份加收 NTD20元。
		For more than 1 application, NTD20 per copy will be added.
		(4)郵寄費用加收 NTD50 元。

		The postal fee is an additional NT\$50.
5	線上申請黃金存摺帳戶 Apply for Gold Passbook Account Online	(4)郵寄費用加收 NTD50 元。 Per account: NTD50.
6	黄金存摺網路交易定期定額扣款成	每筆:NTD50 元。
	功	Each transaction: NTD50.
	Gold Passbook Online Dollar Cost	
	Averaging Transaction debit	
	successfully	
7	外匯交易	比照臨櫃交易簽訂「開戶總約定書/開戶申請書暨約定書」
	Foreign Exchange Transactions	之「外匯存款(活/定期、綜合存款)約定事項」收費標
		<u>準</u> 。
		The fees are charged in accordance with the "Agreement for
		Foreign Exchange Deposit (Demand/Time Deposit, Composite
		Deposit)" as stated in the "General Agreement for Account
		Opening / Application and Agreement for Account Opening"
		signed for over-the-counter transactions.
8	特金商品申購費率	依照本行牌告費率3折至5折計收。
	Special financial products purchase	Fees will be collected at a rate ranging from 30% to 50% based on
	fee rate	the bank's exchange fee rate.

註:英文翻譯僅供參考,若中文與英文內容不一致時,以中文為準。

Note: The English translation is only for reference, in the event of any discrepancy between the Chinese and English texts hereof and thereof, the Chinese version is shall govern.