

# 寰宇金融網服務條款約定書

## Global eBanking Services Agreement

本人或本公司(以下簡稱客戶)茲向永豐商業銀行(以下簡稱銀行)申請寰宇金融網服務，經與銀行協議，除願遵照銀行之開立帳戶總約定書(約定書編號：CSR-001/FEX-401)以及一切相關法令規定外，經客戶審閱條款內容並充分了解後，同意簽訂並遵守下列約定條款。未來如有增刪、變更約定條款內容時，亦悉以銀行當時之規定辦理。

The Applicant or the Company (hereinafter referred to as the "Customer") herein apply to Bank SinoPac (hereinafter referred to as the "Bank") for Global eBanking services, and after negotiating with the Bank, apart from agreeing to comply with the Bank's General Agreement for Accounts (Agreement No.: CSR-001/FEX-401) and all the relevant regulations and laws, the Customer agrees to sign and comply with the following agreed terms after reviewing the terms and having a full understanding of those terms. If there's any addition/deletion, modification of the terms in the future, it shall be followed in accordance with the Bank's rules and practices at that time.

### 第壹條 銀行資訊

#### Article 1 Banking Information

##### 一、臺灣客服中心 / Taiwan Service Center

電話 / Tel : 0800-588-800、886-2-2191-1005

傳真 / Fax : 886-2-2191-1001

地址 / Add. : 臺灣高雄市左營區裕誠路441號8樓

8F., No.441, Yucheng Rd., Zuoying Dist., Kaohsiung City 813, Taiwan (R.O.C.)

Email : mmab2b@sinopac.com

##### 二、香港分行 / Hong Kong Branch ( Hong Kong Service Center )

電話 / Tel : 852-2907-6968

傳真 / Fax : 852-2907-6828

地址 / Add. : 香港九龍尖沙咀北京道1號18樓

18F, One Peking, 1 Peking Rd., Tsim Sha Tsui, Kowloon, Hong Kong

Email : hkservice@sinopac.com

##### 三、澳門分行 / Macau Branch ( Macau Service Center )

電話 / Tel : 853-8809-6873

傳真 / Fax : 853-2871-5186

地址 / Add. : 澳門蘇亞利斯博士大馬路澳門財富中心9樓

Avenida Doutor Mario Soares, Finance and IT Center of Macao 9F, Macau

Email : moservice@sinopac.com

##### 四、胡志明市分行 / Ho Chi Minh City Branch ( Vietnam Service Center )

電話 / Tel : 84-28-3822-0566

傳真 / Fax : 84-28-3822-0560

地址 / Add. : 越南胡志明市第一郡黎笏路 31號友誼塔9樓

Friendship Tower, 9F, 31 Le Duan, District 1, Ho Chi Minh City, Vietnam

Email : mmab2bvn@sinopac.com

### 第貳條 適用範圍

#### Article 2 Applicability

本約定係永豐銀行寰宇金融網業務服務之一般性共同約定。除個別契約另有約定外，悉依本約定書之約定。個別契約不得牴觸本約定，但個別契約對客戶之保護更有利者，從其約定。本約定之一部有無效或失效時，不影響其他條款之效力。客戶同意除願遵守此約定書條款外，亦同意遵守帳戶所在地區之網銀條款。各地區詳細條款內容請至寰宇金融網條款及細則專區查閱。

This Agreement shall constitute the general terms and conditions for Bank SinoPac's Global eBanking services. Unless it is otherwise agreed in another specific contract, Global eBanking services shall be governed by this Agreement. Individual agreements shall not contradict this Agreement. However, if individual agreements are more favorable to protection of the Customer, such individual agreement shall prevail over this Agreement. If any part of this Agreement becomes invalid or void, this shall not affect the effectiveness of the remaining terms. The Customer agrees that in addition to comply with this Agreement it shall further comply with the eBanking terms and conditions specifically provided in the place where the Account is located. As to the detailed terms and conditions of various regions, please check out the "Terms and Conditions" on Global eBanking.

### 第參條 名詞定義

#### Article 3 Definitions

- 一、「寰宇金融網」：係指客戶利用網路與銀行電腦連線，無須親赴銀行櫃台，即可取得銀行所提供之各項業務服務(以下稱本服務系統)，而各項業務服務依各地區所開放或提供之範圍為限。

"Global eBanking": refers to the financial services (hereinafter referred to as the "Service System") provided by the Bank to its customers through connected to the Bank's computer by internet, without the Customer having to approach bank counters personally. However, the available services will be subject to what are provided in different region.

- 二、「帳戶」：指訂約雙方以書面約定，作為客戶使用本服務系統之帳戶及支付相關款項之指定帳戶(含支票存款，但不含聯名戶及備償專戶)。

"Account": means a designated account, which is agreed by both parties in writing, serving for the Customer to use the Service System and to make relevant payments (including check deposits, but not including joint account and reserve account).

- 三、「服務時間」：指週一至週五上午九點至下午三點三十分，不含國定假日及銀行指定之休假日，但如因服務項目之特殊性，客戶同意由銀行視需要調整服務時間。

"Service Hours": 9am to 3:30pm from Monday to Friday, excluding national holidays and non-banking business days. However, the Bank can make other arrangements with regards to service hours, depending on the distinctiveness of the services provided.

- 四、「電子訊息」：指客戶與銀行間經由電腦或系統及網路連線互相傳遞之訊息。  
“Electronic Messages”: mean messages mutually transmitted via computers, systems and internet between the Customer and the Bank.
- 五、「數位簽章」：除法律另有規定外，係指依附於電子文件上，用以識別及確認電子文件簽署人身份及電子文件之真偽。  
“Digital Signatures”: except as otherwise specified by laws and regulations, mean the electronic identification codes or symbols carried with the electronic documents and serves to identify and confirm the identity of the one signing on the electronic documents and authentication of the electronic documents.
- 六、「私密金鑰」：指一組具有配對關係之數位資料中，由簽章製作者(即簽署人)保有，並用於對電子訊息解密及製作數位簽章之數位資料。  
“Private Key”: means the piece of paired digital data retained by the signature producer and used for decrypting and producing Digital Signatures.
- 七、「公開金鑰」：指一組具有配對關係之數位資料中，對外公開，並用以對電子訊息加密、或驗證簽署者身份及數位簽章真偽之數位資料。  
“Public Key”: means the piece of paired digital data to be public and used to encrypt Electronic Messages or verify the signatory’s identity and the authenticity of the Digital Signatures.
- 八、「電子憑證」：指由憑證機構以數位簽章方式簽署之資料訊息，用以確認憑證申請者之身份，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。  
“E-certificates”: mean data messages executed through Digital Signatures by the Certificate Authority, used to confirm the identity of the applicant and as digital evidence to prove that such applicant indeed has a set of corresponding Public Key and Private Key.
- 九、「憑證機構」：指提供銀行憑證之法人或機關。  
“Certificate Authorities/ Authority”: mean legal person(s) or institution(s) providing certificates to the Bank.
- 十、「銀行處理狀態回應」：指銀行接收客戶電子訊息後所發出之處理狀態回應。  
“Response of the Bank’s Processing Status”: means a processing status response sending after the Bank’s receiving of the Electronic Messages from the Customer.
- 十一、「安控回應訊息」：指客戶端發出含數位簽章之電子訊息，經銀行檢核客戶簽章正確性後所作之回應。  
“Security Control Response Messages”: mean the responses made after the Bank’s verification of the accuracy of the Customer’s signature in the event of Electronic Messages with Digital Signatures sent from the Customer.
- 十二、「授權中心」：客戶可向銀行申請授權中心用以設定網銀使用者、使用者權限以及交易簽核流程等功能。授權中心之使用者，分為授權管理者以及授權主管，客戶得僅申請授權管理者，由其完成各項授權中心設定；或經由授權管理者編輯，送呈授權主管覆核。一般授權管理者及授權主管不得具交易權限，但客戶得依實際作業所需，經審慎評估並充分了解交易風險後，於申請書上載明授權管理者及授權主管可兼具交易權限。  
“Authorization Center”: the Customer may apply for the authority to the Bank in order to set up the functions, such as eBanking user, authority of user and setting transaction approval process. The users of Authorization Center can be divided into authorized administrator and authorized supervisor, and the Customer may choose only to apply for the authorized administrator to complete each setting in the Authorization Center, or editing by the authorized administrator and sending to the authorized supervisor for review. In General, authorized administrator and authorized supervisor shall not have the authority of transaction; however, in need of actual practices of operation, the Customer may specify in the application form that the authorized administrator and authorized supervisor may have the authority of transaction after a careful evaluation and having a full understanding of transaction risks.

第肆條 網頁之確認  
Article 4 Website verification

客戶使用寰宇金融網前，應先確認寰宇金融網之正確網址「<https://global.sinopac.com/>」後，才使用本服務系統。  
The Customer shall confirm the Global eBanking’s correct website “<https://global.sinopac.com/>” before using the Service System.

第伍條 一般約定事項  
Article 5 General Terms

- 一、客戶與銀行約定之授權印鑑，除辦理與銀行於『法人戶開戶申請暨總約定書』所約定事項外，銀行得憑與印鑑卡背面相符之授權印鑑申請、變更、註銷本服務系統及與授權設定等相關事宜。  
The authorized seal agreed by the Customer and the Bank will be used for the matters provided in the “Application and General Agreement for Account Opening of Legal Entity”, and the Bank may apply for, modify, cancel the Service System, settings of authority and other related matters according to the authorized seal identical to the one on the back of the signature card.
- 二、本服務系統依據客戶申請的類別給予客戶專屬的授權使用者代號密碼，授權管理者/主管可依需求新增/刪除使用者，以及作使用者的授權設定。請各使用者務必保管自己使用者代號密碼，本服務系統將以客戶所鍵入的代號密碼作為身分確認，銀行得執行任何使用正確密碼或客戶與銀行約定之方式所為之指示，而不須對該指示是否由本人親自或被授權人所為負任何責任。  
The Service System provides the Customer with the exclusive user ID(s) and password(s) in accordance with the classifications applied by the Customer, and the authorized administrator/ supervisor may add/delete users by requirements, and may set the authority for users. Each user shall keep its user ID and password confidential. The Service System will use the ID and password entered by the Customer for identity confirmation, and the Bank may follow any instructions that use the correct password or the method agreed upon between the Customer and the Bank, without any responsibility for whether the instructions are made by the person himself or an authorized person.
- 三、申請本服務系統時，授權使用者之初始密碼將透過 E-MAIL 方式寄送。客戶收取初始密碼後，若須先回傳簽收證明，透過確認後，初始密碼才可使用；回傳方式可使用傳真、E-MAIL 或正本寄送。  
The authorized users will receive an e-mail containing default password. The default password will be activated after the signed return receipt confirmed by the Bank. The signed return receipt can fax, e-mail or mail the original copy to the Bank. For customers of specific project, the default password can be used directly without the signed return receipt.
- 四、本服務系統因例行網站維護或因故須暫停或中斷服務時，將事先於網站中公佈，但因下列情形發生者，不在此限：  
In the event that the Service System is suspended or interrupted due to routine maintenance of the website or any other reasons, it will be announced on the website in advance except for the cases as follows:
1. 本服務系統設備因故必須立即進行維護時。  
When the facility or device of the Service System must be maintained immediately for certain reasons.

2. 本服務系統所連接之電信服務發生狀況中斷，致本系統服務中斷。

When there is an interruption of the telecommunication service connected with this system which results in the interruption of the Service System.

3. 因天災等不可抗力因素，致本服務系統設備故障無法進行服務。

Due to force majeure as a result of natural disasters, the Service System is unable to provide the services.

4. 其它不可歸責於寰宇金融網之事由。

Any other reasons not attributable to the Global eBanking.

5. 其它緊急情事無法事先通知者。

Any other emergency circumstances that cannot be notified in advance.

- 五、銀行永久修改或終止一部或全部之服務，無庸另行通知。本服務系統任何修改、暫停或終止，客戶同意銀行對客戶和第三人均不承擔責任。

The Bank may modify or terminate part or all of the services permanently without prior notice. The Customer agrees that the Bank shall not be liable to the Customer and to the third party for any modification, suspension or termination of the Service System.

- 六、銀行認為客戶違反服務條款時，得終止客戶的密碼、帳號、本服務系統之使用。

When the Bank believes that the Customer breaches the services terms, it may terminate the Customer's password, ID, the use of the Service System.

- 七、本服務系統上所有之建置，例如本網站商標、設計、文字、圖檔或其他檔案整體網站建置規劃、本服務系統之部分或全部（例如服務、內容、及網站網頁框建置、編排形式等），以及其他永豐企業集團之標誌、產品、服務名稱，與透過本服務系統或合作廠商所提供之任何內容，均受著作權、商標、服務標章、專利或其他專屬權利及法律之保護。

任何人未經銀行或相關權利人授權，不得以任何方式，例如電子、機械、影像複製、錄或其它任何形式或方法，進行重製、改作、出版、下載、展示、公告、傳輸等侵害寰宇金融網及銀行所有之智慧財產權。

前項如非以商業為目的而為使用，則不在此限。但關於重製、出版、公告方面則應遵守：

All buildings on the Service System, such as this website's trademarks, designs, words, images or other files for overall website building plan, part or all of the Service System (such as, the services, contents, and the building of webpage or page frame, form of presentation, and so on), and other logos, products, services names of SinoPac Group, and any content provided by the Service System or partner, shall be protected by copyright, trademark, service mark, patent or other exclusive rights and laws.

Anyone without authorization of the Bank or relevant right holders shall not infringe, such as to remake, rehash, publish, download, display, announce or transmit, the intellectual property rights owned by the Global eBanking and the Bank by any means, such as electric, mechanical, image copy, recording or any other forms or methods. The preceding paragraph shall not apply if the use is not for commercial purposes. However, the remaking, publication, and announcement shall be conducted in compliance with the following rules:

1. 不得於任何（例如網際網路、網路群組、廣播、出版等）不特定多數人得以知悉之場所為之。

It shall not be conducted in any places where it may be known by the public (such as, through the internet, online group, broadcast, publication, and so on).

2. 不得變更原始內容、移除或變更網站內容所有之版權或其它財產權標誌。

It shall not be conducted with a change of the original content, removal or modification of the content of the website where there're copyrights or other property rights existed and owned by the website.

- 八、銀行所提供的任何金融資訊僅供客戶參考，基於前開資料之任何交易或投資決定，客戶應詳細考量並自行負責。透過寰宇金融網連結後所作之交易，其法律關係及權利義務係存在於客戶與該公司間，寰宇金融網不負任何擔保責任。

Any financial information provided by the Bank is for reference only. The Customer shall make careful discretion on making any transaction or investment decisions based on the information mentioned above and shall take responsibility at the Customer's own risk. The legal relationship, rights and obligations of transactions exist between the Customer and specific liable company. Global eBanking is not liable for any of it.

- 九、銀行向客戶所發帳號、密碼、及交易聯繫資料均以 Email 通知為主，人員口頭通知為輔，其他通知得經以電子郵件、一般郵件或網站公告方式為之。

All the ID, password and contact information for transaction sent to the Customer by the Bank will be mainly via email and then by verbal notice. Other communications may be sent via email, mail or announcement on the website.

- 十、客戶同意，客戶有責任從速查對及確認銀行發出之每份定期帳戶往來明細及/或於網上發出之執行確認書及/或以其他方式作出之通知之內容，及如有必要，須根據條款之規定，盡快向銀行通知任何不符之處。該等網上通知及/或確認書經銀行傳送後即被視作已獲客戶收悉。為免生疑問，客戶同意，倘若客戶於收取類似帳戶往來明細、確認書及/或通知通常所需之時間內，仍未就任何交易收到銀行之該期帳戶往來明細或執行確認書及/或其他形式之通知，則客戶有責任通知銀行。

The Customer agrees that it is responsible for checking and confirming the content of every regular detailed statement of Account issued by the Bank and/or the confirmation sent by the website and/or the notice made by other methods on an expedited basis, and if necessary, the Customer shall inform the Bank of any discrepancies as soon as possible. Such online notice and/or confirmation sent by the Bank shall be deemed to have been known by the Customer. For the avoidance of doubt, the Customer agrees that in case the Customer fails to receive the detailed statement of Account or confirmation and/or other notice within a reasonable time necessary for the Customer to receive similar detailed statement of Account, confirmation and/or notice, the Customer shall notify the Bank.

- 十一、銀行對客戶之各項通知，除法令規定外，銀行得以親自交付、郵寄、電子訊息傳輸（包含且不限簡訊、電子郵件信箱、網站公告及行動裝置推播）、傳真或其他方式為之，並以客戶留存於銀行之電子郵件信箱、通訊地址及手機號碼為準，若客戶之電子郵件信箱、通訊地址及手機號碼有變更者，應主動通知銀行辦理變更，若未告知致發生通知、信函、對帳單等寄送延誤或錯誤之情形，客戶應自負其責。客戶知悉各項通知服務若因電子郵件系統伺服器、個人電腦設定、手機關機、收件匣已滿、收訊不良或行動裝置未開啟推播服務等非因可歸責銀行之因素，可能導致郵件或簡訊無法或延遲送達，客戶應自負其責。

The Customer is obliged to communicate to the Bank any change of the contact information kept at the Bank for applying for the service system, and understand that if the contact information is incorrect, it will not be able to receive bank notification (including but not limited to e-mail, telephone call or SMS). The Customer is aware that blocked from e-mail system servers, PC settings, mobile phone turned off, email or SMS inbox is full, poor mobile reception, or mobile devices that do not enable push services may result delay or missing of notification (E-mails or SMS), which the responsibility shall be borne by the Customer.

第陸條 電子訊息及電子憑證約定事項  
Article 6 Terms for Electronic Messages and E-Certificates

一、電子訊息之接收與回應

Receiving and Response of Electronic Messages

1. 客戶所傳送之任何電子訊息，若無法辨識其內容、不符銀行要求格式、非經銀行指定方式或未完成所需程序時，則視為自始未傳送。但銀行可確定電子訊息來源為客戶時，應將傳送有誤之情形通知客戶。

In the event of any Electronic Messages sent from the Customer, for which the content cannot be recognized, the format fails to meet the Bank's requirements, or the method is not the one specified by the Bank or the required procedure or process fails to complete, it shall be deemed to have not been sent before from the very beginning. However, if the Bank is able to confirm that the Electronic Messages are coming from the Customer, the Bank shall inform the Customer of such failure or error of transmission.

2. 客戶同意依憑證機構核發之電子識別碼或符號視為客戶之數位簽章，並作為銀行確認傳送電子訊息之內容及訊息發送者身分之依據。

The Customer agrees that the electronic identification or symbol issued by the Certificate Authority shall be deemed to be the Customer's Digital Signatures, which shall be used as the basis for the Bank to confirm the content of the Electronic Messages and the identity of message sender.

3. 雙方同意依本約定書傳送或接收訊息，因可歸責於一方之事由所發生之延遲、遺漏、錯誤或違反契約規定義務之情事，而致他方受有損害時，該當事人僅就他方之積極損害(不包括所失利益)及其利息負賠償之責，且賠償之金額以下列較低金額者為限：

Both parties agree that regarding to the messages sent or received in accordance with this Agreement, if there's any delay, omission, mistake or violation of obligation specified in the contract due to the reasons attributable to one party which result in damages to the other party, such attributable party shall be only responsible for the direct damage (the lost benefits are excluded) and the interests therefrom suffered by the damaged party, and the amount of compensation shall be limited to the following amount; whichever is less:

- (1) 該損失或傷害之金額；(2) 該損失或傷害如屬可補救者，因為該補救措施所需支付之金額。

the amount of such damage or injury; if such damage or injury is remediable, it shall be the amount required for such remedy.

前項之延遲或誤傳訊息情事，若係直接或間接起因於任何電腦及其相關設備電話線路、通信設備、網路之無法取得或故障、當機及任何第三方之行為或不行為，致超出任一方合理控制範圍者，則任一方均無需負賠償之責。

In the event of delay or misinformation mentioned in the preceding paragraph directly or indirectly resulting from being incapable to obtain, the failure of or the crash of any computer and its relevant devices, such as telephone lines, communication devices, internet, or the acts or omissions of any third party, which is beyond the party's reasonable control, neither party shall be liable for the damages.

二、有關本服務系統之資料授權及保密，雙方同意遵守下列規定：

Regarding the data authorization and confidentiality of the Service System, both parties agree as follows:

1. 確保所傳送至對方之電子訊息均經適當合法授權，任一方不得事後主張該訊息未經合法授權，且否認其真實性及有效性。

It shall be ensured that all Electronic Messages sent by one party to the other party be legally and appropriately authorized. Neither party shall claim that such message is not legally authorized after such message being sent and received and disclaim its authenticity and effectiveness.

2. 於發現有第三人冒用或盜用授權使用者代號、密碼或憑證申請識別碼，或其他任何未經合法授權之情形，應立即以電話或書面通知他方停止使用本服務系統，並採取必要之防範措施。銀行接受通知前，對第三人使用本服務系統已發生之效力，均視為客戶所為之有效指示，客戶應自負其責；惟如銀行對資訊系統之控管未盡善良管理人注意義務，致密碼被冒用或盜用所發生之損害，應由銀行負責。

Where it is found that there is a third party assuming or stealing the user ID, password, or the identification for certificate application, or any other unauthorized situations, it shall promptly notify the other party to stop using the Service System by phone or in writing, and shall take necessary preventive measures. Where the services used by the third party have become effective before the Bank accepts the notification, it is believed to be an effective instruction by the Customer, and the Customer shall be responsible for it; however, if the Bank fail to exercise the due care of a good administrator in monitoring the information system resulting in credential theft and fraud, the Bank shall be liable for the damages incurred thereof.

3. 確保所交換之訊息或一方因使用執行本約定書服務項目而取得他方之機密資料，不得洩漏予第三人，亦不可使用於與本約定書無關之用途，且於經他方同意告知第三人時，應使第三人負保密義務。雙方同意於發現或懷疑有任何誤用或違反安全之情形，應立即通知他方。雙方並同意本項規定於本約定書終止後仍有效力。

It shall be ensured that the exchanged messages or the confidential information received by one party from the other party as a result of use or performance of the services specified in this Agreement not be disclosed to any third party and not be used for the purposes not relating to this Agreement. In addition, it shall be ensured that with prior consent of the other party to disclose the information to a third party, it shall make the third party receiving the information keep it confidential. Where any misuse or safety break is found or suspected to be found, both parties agree to promptly inform the other party of this situation. Both parties further agree that this paragraph remains effective after termination of this Agreement.

三、電子訊息不執行事由

Non-Performance Reasons of Electronic Messages

如有下列情形之一，銀行得不執行任何接收之電子訊息：

The Bank may not process Electronic Messages received in the following cases:

1. 有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。

When there is any specific reason of cause to suspect the authenticity of Electronic Messages or the accuracy of the specified instructions.

2. 銀行依據電子訊息處理，將違反相關法令之規定者。

If the Bank will violate the applicable laws and regulations while processing Electronic Messages.

3. 銀行因客戶之原因而無法於帳戶扣取客戶所應支付之費用者。

When the Bank cannot deduct the expenses which shall be paid by the Customer from the Account due to any cause attributable to the Customer.

4. 銀行不執行前項電子訊息者，應同時將不執行之理由及情形通知客戶，客戶受通知後得以電話向銀行確認。

When the Bank does not process Electronic Messages for the reason mentioned in the preceding paragraph, it shall inform the Customer of the reason for non-performance and the status at the same time. The Customer may confirm with the Bank by phone after receiving such notification.

#### 四、電子訊息交換作業時限

##### Time Limit for Electronic Messages Exchange

1. 電子訊息係由銀行電腦自動處理，客戶發出電子訊息傳送至銀行後即不得撤回、撤銷或修改。但未到期之預約交易在銀行規定之期限內，得撤回、撤銷或修改。

Electronic Messages are processed automatically by the Bank's computers, and the Customer shall not withdraw, revoke or amend the Electronic Messages after sending the Electronic Messages to the Bank. However, the undue reserved transaction may be withdrawn, revoked or amended within the time limit stipulated by the Bank.

2. 若電子訊息經由網路傳送至銀行後，於銀行電腦自動處理中已逾銀行服務時間時，銀行應即以電子訊息通知客戶，該筆交易將依約定不予處理，或自動改於次一營業日處理，客戶同意依銀行當時之業務規定處理。

After the Electronic Messages has been sent to the Bank and processed automatically by the Bank's computers which is over the Bank's Service Hours, the Bank shall promptly inform the Customer by Electronic Messages, and such transaction will not be processed as agreed or will be processed automatically on the next business day for which the Customer agrees to follow the Bank's service rules and practices at that time.

3. 若電子訊息經由網路傳送至銀行後，因涉及跨國交易之限制，或其他不可抗力的因素而無法於當天完成交易時，該筆交易將依約定不予處理，或自動改於次一營業日處理。

After the Electronic Messages has been sent to the Bank, the Bank is unable to process that message on value date due to the limit of cross boarder transaction or force majeure, such transactions will not be processed as agreed or will be processed automatically on the next business day.

#### 五、電子訊息之效力

##### Effectiveness of Electronic Messages

客戶與銀行均同意使用本服務系統所傳送及接收之電子訊息與書面文件具有同等效力，惟若電子訊息屬於客戶與銀行間之交易文件時，該電子訊息須經數位簽章或動態密碼驗證後始生效力。雙方就所生之任何糾紛，於審判、仲裁、調解或其他法定爭議處理程序中，均不得主張該電子訊息不具書面或簽名要件而歸於無效或不成立。

The Customer and the Bank both agree that the Electronic Messages sent and received via the Service System has the same legal effect with the written documentation; however, if the Electronic Messages are the transaction documentation between the Customer and the Bank, such Electronic Messages shall be taken into effect only when it is verified by the Digital Signatures or OPT (One Time Password). For any disputes arising therefrom between both parties, during the trial proceedings, arbitration, mediation or other legal disputes resolution procedures, both parties shall not claim that such Electronic Messages is invalid or that there's no legal binding documents at all due to lack of written documents or signature.

#### 六、客戶連線與責任

##### Customer's Connection and Responsibility

1. 客戶必須妥善保管及保存銀行發給之電子憑證。因客戶之詐欺或疏忽行為導致第三者未經許可擅用客戶之電子憑證而直接或間接產生之所有費用及損失，包括但不限於因使用該等資訊、內容、網路銀行服務及網站所致，客戶應自負其責；惟如銀行對資訊系統之控管未盡善良管理人注意義務，致電子憑證被冒用或盜用所發生之損害，應由銀行負責。

The Customer shall properly keep and preserve E-certificates issued by the Bank. With respect to all expenses and losses directly or indirectly arising from the Customer's fraudulent or negligent acts resulting in a third party's unauthorized use of the Customer's E-certificates, including but not limited to any expenses and losses due to the use of such information, content, online banking service and website, the responsibility shall be borne by the Customer; however, if the Bank fail to exercise the due care of a good administrator in monitoring the information system resulting in credential theft and fraud, the Bank shall be liable for the damages incurred thereof.

2. 客戶收取銀行發給之電子憑證後，須先回傳簽收證明，透過確認後，方可使用電子憑證，回傳方式可使用傳真、E-MAIL或正本寄送。

Customer should send back E-Certificate receipt before using that E-Certificate. Customer can send back via fax, email or original copy. The Bank will verify the specimen on the receipt then activate that certificate.

3. 若客戶之憑證安控介面媒體密碼連續輸入錯誤達三次時，銀行有權判定密碼無效並得凍結或取消密碼。密碼凍結或取消後，客戶需向銀行重新申請密碼，始得重新使用本服務系統，其因此所生之費用由客戶自行負擔。

If the Customer continuously enters the wrong password for three times on the interface for the safety control of the certificate, the Bank has the right to decide that the password is invalid and may freeze or cancel such password. After the password is frozen or cancelled, the Customer needs to apply to the Bank for the new password in order to reuse the Service System and the expenses incurred therefrom shall be borne by the Customer itself.

4. 客戶利用本服務系統時，應以處理自己帳務資料為限，且應將相關軟硬體設備妥善保存，不得有任意破壞或轉接等不當行為。

When the Customer uses the Service System, it shall be limited to process its own account business. The Customer shall properly keep the relevant software and hardware device and shall not conduct any destruction or improper adapter.

#### 七、費用

##### Expenses

客戶自使用本服務系統之日起，悉願依銀行規定之收費標準繳納服務費，以及因交易指示所生之交易手續費，並授權銀行得逕自客戶約定帳戶內扣繳，客戶並同意銀行所訂收費標準及項目如有調整，銀行應依各區法令規定時間前（台灣為六十日）於營業場所公開揭示或登載於銀行網站公告其內容，並告知客戶得於該期間內終止契約，逾期未終止者，視為承認該調整。

From the date of starting to use the Service System, the Customer agrees to pay the service fees in accordance with the fee standards stipulated by the Bank and the transaction fees incurred from the transaction instruction. The Customer herein authorizes the Bank to deduct the expenses from the Account designated by the Bank. The Customer herein further agrees as follows:

If there's any adjustment to the fee standards or fee-related matters, the Bank shall disclose and publish in its business location or on the Bank's website before the time limit stipulated in the laws and regulations of each district (60-day prior notice required for Taiwan) and shall inform the Customer that it may terminate the contract within such period. If the contract has not been terminated within the time limit as mentioned above, it shall be deemed as the Customer's agreement on such adjustment.

#### 第柒條 簡訊動態密碼驗證約定事項 Article 7 Terms for SMS OTP (One Time Password)

- 一、臺灣區客戶申請使用簡訊動態密碼可進行『帳戶查詢』及執行『付款轉帳』等低風險交易。交易轉帳限額以統編

證號歸戶計算並列示如下：

Taiwan Customer may apply for the SMS OTP which may be used for the low risk transactions such as “account inquiry” and “payment and transfer”. The transfer limits listed as follows shall be calculated based on one business registration ID number:

交易類別 Transaction Type	幣別 Currency	每筆 Per Transaction	每日 Per Day	每月 Per Month
轉入非約定帳號 Transfer to Non Pre-designated Account	臺幣 TWD	新臺幣 5 萬 NT\$50,000	新臺幣 10 萬 NT\$100,000	新臺幣 20 萬 NT\$200,000
	外幣 Foreign Currency	不提供 Not Available	不提供 Not Available	不提供 Not Available
轉入約定帳號 Transfer to Pre-designated Account	臺幣 TWD	新臺幣 200 萬 NT\$2,000,000	新臺幣 500 萬 NT\$5,000,000	無限額 Unlimited
	外幣 Foreign Currency	原幣:不可超過等 值新臺幣 50 萬 涉及新臺幣結匯: 不可超過等值新 臺幣 50 萬 Foreign currency transaction must not exceed NT\$500,000 or equivalent ; Foreign exchange transaction against NTD must not exceed NT\$500,000 or equivalent.	原幣:無限額 涉及新臺幣結匯: 全行所有通路不 可超過等值新臺 幣 50 萬 Foreign currency transaction must not exceed NT\$500,000 or equivalent ; Foreign exchange transaction against NTD must not exceed NT\$500,000 or equivalent.	無限額 Unlimited

二、為確保交易安全，暫不提供設定非台灣之行動電話號碼。

For safety of the transaction, the setting service is only provided to Taiwan mobile phone numbers.

**第捌條 服務費用**  
Article 8 Service Fee

客戶同意使用本服務系統將依與銀行就各相關業務議定之收費標準繳納有關手續費及其他費用，若無議定則依銀行公告之收費標準，並授權銀行得逕自客戶帳戶內自動扣繳，若客戶傳送之電子訊息內已註明扣款帳戶時，則銀行應自該帳戶逐次扣繳。前項收費標準於訂約後如有調整，銀行應於各區法令規定時間（台灣為六十日）前於銀行之網站上明顯處公告其內容，同時告知客戶得於該期間內終止合約，逾期未終止者，視為承認該調整。客戶應支付銀行之所有費用均不含任何稅捐，若有稅捐，客戶應另行支付之，並授權銀行逕自上述帳戶內自動扣繳。

The Customer agrees that when using the Service System, the Customer shall pay the relevant fees and other expenses in accordance with the fee standards agreed with the Bank for each relevant business. If it is not provided in any agreement, the fee standards will be followed by what's stipulated and announced by the Bank. The Bank is authorized to deduct such fee from the Customer's Account automatically. If the Electronic Messages sent by the Customer has indicated the debit Account, the Bank shall deduct the fee from such Account gradually. If the above-mentioned fee standards are adjusted after the agreement is executed, the Bank shall disclose and publish on a noticeable place of the Bank's website before the time limit stipulated in the laws and regulations of each district (60-day prior notice required for Taiwan) and shall inform the Customer that it may terminate the contract within such period. If the contract has not been terminated within the time limit as mentioned above, it shall be deemed as the Customer's agreement on such adjustment. All expenses to be paid to the Bank by the Customer do not include any tax. The Customer shall pay the tax separately and authorize the Bank to automatically deduct it from the above-mentioned Account.

**第玖條 交易服務一般約定事項**  
Article 9 General Terms for Transaction Services

一、客戶可依被授權人員設定帳號交易限額，該限額僅適用轉帳匯款服務，不含『進出口』、『融資服務』業務。

The Customer may set up the transaction limits of the Account for each authorized person. Those limits may only be applied for the transfer and remittance services and the businesses of “Import and Export” and “Financial Services” are excluded.

二、客戶同意其歸戶帳號（含未來新開立帳號）自動視為約定轉入帳號。

The Customer agrees all of his / her / its register bank accounts, including the future new account(s), will be automatically designated inward transfer accounts.

三、餘額不足重試扣款服務：當客戶轉出帳戶存款餘額不足以扣款時，依本服務系統設定之排程，定時發動再次扣帳，至當日銀行重扣時間結束時，如存款餘額仍不足扣帳，則以交易失敗處理。

Retry debiting under insufficient; if the Customer account contains insufficient balance, the system will repeat the debit attempt at regular intervals. The Customer transaction will fail if account balance remains insufficient at the end of the banking retry service time.

四、客戶同意於本服務系統所為之交易或申請，需提供補充文件時，客戶若傳真蓋有原留印鑑之補充文件，銀行得辦理相關作業，其效力視同正本文件；且銀行若需與客戶確認傳真文件時，其聯絡對象不限定為寰宇金融網申請書所約定之聯絡人。

The Customer agrees to accept if supplementary documents needed for transaction from the service system, the bank allows to process with faxed supplementary document from customer with authorized signature and its effect is the same as the original document; if the bank needs to confirm with the customer, the contact person is not limited to the contact person on the application form.

五、申請月結手續費功能之客戶，若未於手續費發生日之次月底前完成手續費繳納，銀行得取消其月結手續費功能。

If the customer use monthly remittance charges service and is not able to pay the charges before the next month end, the bank may cancel monthly remittance charges service.

### 第壹拾條 新臺幣轉帳匯款服務約定事項

#### Article 10 Terms for TWD Transfer and Remittance Services

- 一、客戶同意須先以書面申請指定可轉出帳號進行新臺幣轉帳匯款或辦理國外匯款，轉入帳號如為銀行同業帳號，或辦理國外匯款時，有關之手續費同意銀行自客戶帳戶內扣取。轉出帳戶單筆交易金額及每日總額不得超過銀行當時所規定之最高限額。

The Customer agrees to apply a designated account first for outwards transfer in writing to conduct TWD transfer and remittance or overseas remittance. If the account for inwards transfer is the interbank account or while conducting overseas remittance, the Customer agrees that the Bank may deduct relevant fees from the Customer's Account. With respect to the account for outwards transfer, the amount of each transaction and the daily aggregated transaction amount shall not exceed the maximum limits stipulated by the Bank at that time.

- 二、銀行依照客戶之轉帳付款指示進行而發生轉入帳戶錯誤或付款金額錯誤時，由客戶自行負責，銀行不負責沖回或追還。

When the Bank processes the transfer payment in accordance with the Customer's instructions which results in transferring into a wrong account or wrong amount of payment, Customer shall take it at its own risks and the Bank is not responsible for recovery.

- 三、銀行可選擇採取透過財金資訊股份有限公司金融電子資料交換(Financial Electronic Data Interchange或稱FEDI)或是跨行通匯系統匯出客戶台幣跨行匯款交易。透過金融電子資料交換之收款行帳戶檢核以營利事業統一編號或身分證統一編號為主，中文戶名僅供參考。

The Bank may choose to conduct TWD inter-bank remittance via Financial Electronic Data Interchange (FEDI) service or interbank remittance service from Financial Information Service Co., Ltd for the Customer. The account receiving any payment through FEDI service will be verified by business registration ID number or personal ID number. The Chinese account name is for reference only.

- 四、本服務系統若於扣帳成功而入帳失敗時，銀行應於接收入帳失敗訊息時，自動沖回該扣帳金額，但已收取之手續費將不退還與客戶。

When the Service System processes the transaction for debit successfully but fails for credit, the Bank shall refund such transaction amount automatically after receiving the message of such failure on credit. However, the service fee incurred is nonrefundable.

- 五、客戶以本服務系統進行跨行交易者，銀行不負責非銀行之行為或不行為所造成之損害。

When the Customer uses the Service System for interbank transactions, the Bank shall not be responsible for the damages caused by the act or omission not of the Bank.

### 第壹拾壹條 外幣轉帳匯款以及線上外匯交易服務約定事項

#### Article 11 Terms for Foreign Currency Transfer and Remittance and Online Foreign Exchange Services

- 一、客戶同意以本服務系統進行外匯交易申請時，除本約定書其他規定外，並應遵守下列特別約定事項：

The Customer agrees that when applying for the foreign exchange transaction through the Service System, unless otherwise provided in other contracts, the Customer shall comply with the following terms and conditions:

1. 客戶同意並瞭解透過本服務系統辦理交易時取得之匯率僅供參考，有關匯率之適用，除另有議定外，實際成交匯率應以成交時，銀行牌告匯率為準。倘因外匯市場波動劇烈時，銀行得視實際情況需要，暫停外匯相關交易。

The Customer agrees and understands that the exchange rate provided by this service system while any currency exchange transaction involved is for reference only, the actual exchange rate, otherwise pre-agreed by both parties will be bank board rate. If the foreign exchange market volatility increases, the Bank may suspend foreign exchange transaction.

2. 客戶與銀行議定匯率後，未依約完成或取消交易，致銀行蒙受匯差損失，銀行有權暫停客戶於企業網路銀行各項交易申請並向客戶請求賠償並授權銀行自客戶約定帳戶內扣繳款項。

If the Customer agreed the exchange rate with the Bank but was unable to complete the transaction or cancel the transaction, the Bank may suspend customer Global eBanking access or application process if the Bank suffered any loss arising from that transaction. Moreover, the Customer authorizes the Bank to deduct the amount and process fee from the Customer's pre-designated account.

3. 客戶以其外幣帳戶進行外匯交易轉換為新臺幣後，僅得匯入客戶開立於銀行新臺幣帳戶。

After the Customer processes the foreign exchange transaction through its foreign currency account and converts it to TWD, it can only be remitted to the Customer's TWD account opened in the Bank or other banks.

4. 依中央銀行《外匯收支或交易申報辦法》第十條之規定，客戶得利用網際網路以電子文件向主管機關申報；客戶確認電子簽章相符後，銀行得直接將客戶所提供之交易資料、水單或交易憑證彙報主管機關，客戶絕無異議。

According to the provision of Article 10 of the Central Bank of the R.O.C. (Taiwan) "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions", customer can perform online foreign exchange declaration via Sinopac Global e Banking. When customer confirms the foreign exchange transactions and authorize the declaration with digital certificate, the bank can provide transaction information, memos, or documents to the authority/administration directly without the objection of the client.

- 二、客戶同意須先以書面申請指定可轉出帳號。

The Customer agrees that it shall apply a designated account for outwards transfer in writing first.

- 三、同一存戶同一營業日之申辦金額上限，依銀行規定辦理。涉及新臺幣結匯者，公司戶全行所有通路不可超過等值100萬美金；團體全行所有通路不可超過等值50萬美金。

The maximum amount for the same Customer on the same business day shall be followed according to the rules and practices provided by the Bank. Cumulative settlement amount of foreign currency against NTD from all bank channels must not exceed US\$1 million if by a company or US\$500,000 if by an association.

- 四、客戶於銀行線上外匯交易每筆最高金額依網銀揭示金額為準。

The maximum amount for the Customer's each online foreign exchange transaction shall be subject to the amount disclosed on the Global eBanking.

- 五、客戶同意若於寰宇金融網執行外幣相關交易，需於銀行留存英文戶名及地址。

The Customer agrees to keep English account name and address with the Bank when conducting foreign currency transactions on the Global eBanking. The updated information on the application form will also be updated to the data base saved and kept in the Bank at the same time.

- 六、客戶同意於使用電話與銀行進行匯率敲價約定時，銀行得以電子錄音所有電話談話，且於法律允許範圍內，將此錄音提呈法院，或依其他正式程序作為任何與交易有關之證據。

The Customer agrees that when negotiating the strike rate for foreign exchange with the Bank by phone, the Bank may record all phone conversations, which may be brought before the courts to the extent permitted by applicable laws and regulations, or be the evidence related to the transaction in other legal proceedings.

七、客戶同意外幣匯出匯款若於營業時間內完成交易並成功扣款者，其美元(US\$)、人民幣(CNY)匯款得於當日匯進解款行於存同行之帳戶中，其餘外幣(雜幣)匯款則於第二營業日將款項匯進解款行於存同行之帳戶中。

The Customer agrees that if the foreign currency remittance is completed during business hours and debited successfully, its USD or CNY remittance may be remitted to the receiving bank's nostro account opened in its correspondent bank on the same day, and other foreign currency will be remitted to the receiving bank's nostro account opened in its correspondent bank on the next business day.

八、如因法令變更致無法使用本服務系統進行外匯交易申請時，銀行有權停止客戶使用上述系統之服務。

In the event that due to any change to the applicable laws and regulations, application for foreign exchange transactions may not be conducted through the Service System, the Bank has the right to cease providing the above-mentioned services to the Customer.

九、客戶於進行網路銀行外匯交易時將逐筆如實申報結匯及匯款性質，倘若發生申報不實或填寫不正確情事，其後果由客戶自行負責。

When processing foreign currency exchange transactions through e-banking, the Customer shall report the real status of settlement of exchange and remittance by each transaction. The Customer shall be liable for any false or inaccurate information in the report.

十、客戶辦理匯出匯款業務時，倘經銀行查核相關交易對象或國家等係金融監督管理委員會函轉、外國政府、國際洗錢防制組織所列之恐怖份子、團體、組織或禁匯/運國家時，客戶同意銀行得不經客戶同意逕行終止相關交易並調整帳務資料。另客戶經國外銀行依所在國洗錢防制、防制犯罪及反恐相關法令進行調查或扣押交易款項時，客戶同意銀行於業務範圍及法令規定之特定目的範圍內，得蒐集、處理、利用或國際傳輸客戶之個人資料及匯款交易資料等。客戶倘因前述任一事由造成交易延遲或失敗等情事，均由客戶自行負責，概與銀行無涉。

In the event that the related counterparty or country to which the remittance referred is a named / recognized / tracked terrorism individual or entity, sanctioned group or organization, or countries as advised by foreign governments or recognized international anti-money laundry organizations via the Financial Supervisory Commission, the Customer agrees that the Bank may, without the Customer's further consent, terminate the remittance and reverse the transaction and related account entries accordingly. The Customer also agrees that, in the event of the funds of remittance is under investigation or sequestered by foreign bank according to anti-money laundering, anti-crime, and anti-terrorism related laws and regulations of the country where such foreign bank is located, the Bank may collect, process, utilize or internationally transmit the Customer's personal data and transaction information for the specific purpose and for conducting the business. The Bank shall not be liable for the delay or failure of the remittance suffered or incurred due to any of the above-mentioned causes.

#### 第壹拾貳條 海外分行轉帳交易

##### Article 12 Transfer by Foreign Branches

海外分行轉帳交易需依當地主管機關之規定及各地區網銀服務條款及細則辦理。

Transfer by foreign branches shall be processed in accordance with the regulations issued by the local competent authorities and the terms and conditions for e-banking services in each region.

#### 第壹拾參條 進出口業務

##### Article 13 Import and Export

一、客戶申請使用國外信用狀開狀功能前，應已向銀行申請開發國外信用狀額度，並已與銀行簽訂「授信及交易總申請書」，且已約定授扣帳號後方得申請使用。

Before applying to use the function of issuing foreign letter of credit, the Customer shall have applied to the Bank for credit to issue foreign letter of credit and have signed the "General Application Form for Credit Extension and Transaction" with the debit account agreed by both parties.

二、客戶願遵守國際商會現行及嗣後適用之信用狀統一慣例與電子信用狀統一慣例(eUCP)，並同意遵守電子簽章法及其他相關法令之規範。

The Customer agrees to comply with the current and subsequent applicable UCP600 and eUCP1.1 of the International Chamber of Commerce, and the Electronic Signatures Act and other applicable laws and regulations.

三、客戶自使用本契約服務之日起，願依約定收費標準繳納相關費用，並授權銀行自客戶約定之存款帳號內自動扣繳。

From the date of starting to use the services provided in this Agreement, the Customer agrees to pay the relevant fees and expenses in accordance with the agreed fee standards, and authorizes the Bank to deduct it automatically from the Customer's pre-designated account.

四、客戶使用銀行所提供之進出口相關服務，如依規定須再為書面處理時，願無條件配合儘速至銀行之營業單位補充完成。

When the Customer uses the import and export services provided by the Bank, and for which shall be further handled in writing in accordance with the regulations, the Customer shall go to the Bank counter as soon as possible to complete the additional process for written documentation if so required by the applicable rules, practices or procedures.

#### 第壹拾肆條 融資服務

##### Article 14 Financial Services

客戶使用融資服務，需與銀行另行簽訂「授信及交易總申請書」。

The Customer shall sign the "General Application Form for Credit Extension and Transaction" with the Bank before using the financial services.

#### 第壹拾伍條 集團/跨區用戶服務之申請與約定

##### Article 15 Application and Terms for Group/Cross-Region Users

一、集團/跨區客戶向銀行(含海外地區)申請加入寰宇金融網客戶服務，客戶茲以永豐銀行寰宇金融網申請暨變更約定書所填載有關客戶基本資料及其往來銀行資料作為向銀行申請本服務之依據，並授權銀行得經由銀行之軟硬體設備與客戶所屬往來銀行連結，以獲取帳戶資料或傳輸交易資訊。所謂「帳戶」，包含客戶已開立於區域往來銀行及未來將開立之銀行帳戶。所謂「交易」係依各往來銀行所開放或提供之範圍為限。

With respect to the Cross-Region or Group Customer's application to the Bank (including foreign branches and subsidiaries) for the Global eBanking services, the Customer herein agrees to use the Customer's basic information and banking information filled out by the Customer in the Global eBanking Application/Modification Form for applying to the Bank for this Service and authorize the Bank to connect with the Customer's correspondent banks through the Bank's software and hardware device in order to obtain the account information or transmit the transaction information. The term so-called "account", including the bank accounts the Customer has opened in the Regional Servicing Bank and will open in the future. The term so-called "transaction" shall be subject to the services available by each correspondent bank.



## 二、客戶同意使用本服務進行匯款時，應遵守下列條款：

The customer hereby agrees as follows while conducting any remittance through this Service:

1. 除非匯款人另有其他指示，匯款將以付款地所在國之法定貨幣給付。

Unless otherwise instructed by the remitter, payment of the remittance will be made in the legal currency of the country in which the payment is to be made.

2. 如係電匯，匯出銀行有權自行決定以文字或密碼匯出，如發生電訊遲到、錯誤、疏漏或收訊者誤解等情事，匯出銀行均無須承擔任何責任。

For remittance by wire transfer, the remitting bank shall have sole discretion to send message by words or codes and the remitting bank shall not be held liable for any delay, error, omission which may occur in the course of the transmission nor shall be liable for any misinterpretation of the message by the recipient.

3. 匯出銀行不負取得收款人收據之責任。

The remitting bank shall not be responsible for obtaining from the recipient of the remittance any receipt of payment in respect thereof.

4. 於匯出銀行收到相關往來銀行、代理機構等之通知確認取消匯款前，匯出銀行並無義務退還任何匯出款項。若匯款已折成外幣，則匯出銀行得以匯出款項退還當日匯出銀行牌告買價折算成原幣別，扣除匯出銀行及相關往來銀行、代理機構等之各項費用後，再予退還；但因此匯兌產生之損失，匯出銀行不予負責。於匯出銀行認為必要時，得將因取消該筆匯款而對往來銀行、代理機構等取得之權利轉讓予匯款人而解除匯出銀行之責任。

The remitting bank shall not be obligated to refund all or part of the payment remitted prior to receipt of notice of confirming cancellation of the remittance order from the relevant correspondent bank and/or agent engaged by the remitting bank to effect the remittance. In the event the remittance has been converted into another foreign currency, the remitting bank is entitled to refund the remittance in the original currency converted from such other currency at the buying rate of exchange published by the remitting bank on the date of refund, less any fee and expenses of the remitting bank and of such correspondent bank and/or agent. The remitting bank may not be liable for any exchange losses. The remitting bank may, whenever deemed necessary, transfer the rights it obtained from such correspondent bank and/or agent as a result of cancellation of the remittance to the remitter and thus be discharged from the obligations to the remitter hereunder.

## 三、客戶同意因使用本服務而得知有關銀行之商業機密（依銀行之定義）、本服務約定條款、使用說明、所有附件以及所有相關資料，均屬銀行之機密資料，客戶等未經銀行事先書面同意，不得以任何方式揭露予任何第三人。

The Customer acknowledges that all commercial secrets of the Bank (as defined by the Bank), the terms and conditions for this Service, the user manual and all exhibits, schedules, attachments, and annexes (regardless of how they are named) and other materials related thereto, received and known by the Customer as a result of using this Service, shall be confidential information of the Bank and the Customer may not disclose in any way of such confidential information to any third party without prior written consent of the Bank.

## 四、客戶確認已遵循所有合法程序向銀行申請本服務，客戶等均有合法權限簽署本申請書及填載所有相關附件，並同意提供銀行不定時要求之必要文件。

The Customer confirms that it has complied with all legal procedures when applying to the Bank for this Service and it has all legal rights necessary to sign this application form and fill out all relevant attachments. The Customer further agrees to provide all necessary documents required by the Bank from time to time.

## 五、客戶同意為使用集團/跨區資金管理服務，銀行需與銀行內部（含海外各區）共享、儲存或傳送有關客戶、客戶使用者或帳戶等資訊。上開資訊之共享、儲存或傳送，均將以保密方式為之，並依第壹拾陸條第七項與第八項之規範，致力遵守保密義務。

The Customer agrees that, to provide him / her / it with the group or cross-regional cash management services, the Bank will need to store or transmit his / her / its or his / her / its user or account information, or share the said information with the Bank's employees (including overseas branches). The storage, transmission and sharing of above information will be conducted confidentially. The Bank will also dedicate itself to fulfill its confidentiality obligations according to Paragraph 7 and 8 of Article 16.

## 第壹拾陸條 其他

### Article 16 Miscellaneous Terms

- 一、本約定書於簽訂之日起生效。客戶得隨時終止某項功能或本約定書，但應於擬終止日以前(包括終止日)，以書面載明終止意思及終止日期通知銀行，而擬終止日之時限需以各區法令規定為準。前項終止對於終止前已發送訊息所需完成或履行之義務不生任何影響。

This Agreement shall be effective from the date of signing. The Customer may terminate certain function or this Agreement at any time, but the Customer shall notify the bank of the intention of termination and termination date in writing before the termination date (including the termination date). The effective date of termination shall be subject to the laws of each region. Such termination shall not affect the obligation of completing or performance according to the message sent before the termination.

- 二、銀行欲終止本約定書之全部或一部時，需於各區法令規定時間（台灣為三十日）終止日前以事前書面通知客戶，但客戶如有下列情事之一者，銀行得隨時不經通知逕行終止本契約：

When the Bank intends to terminate all or part of this Agreement, it shall inform the Customer in writing before the deadline of the time limit stipulated in the laws and regulations of each district (30-day prior notice required for Taiwan). However, the Bank may terminate this Agreement without any notification at any time in the following cases:

1. 未經銀行同意，擅自將本約定書之權利或義務轉讓予第三者。

The Customer has assigned or transferred the rights or obligations of this Agreement to a third party without consent of the Bank.

2. 客戶遭受法院破產或重整宣告或假扣押、假處分等保全處分者。

The Customer is declared file for bankruptcy or reorganization by the Court or is undergoing provisional seizure or provisional disposition.

3. 客戶違反本約定書之規定者。

The Customer breaches this Agreement.

4. 客戶有債務不履行情形，經催告改善或限期請求履行未果者。

The Customer is in default and without performance after the Bank demands remedial action or requests performance with a given time period.

- 三、銀行如經判斷帳戶有疑似不當使用情事，或銀行接獲第三人檢附治安機關通報、備案證明、書面申訴時，銀行得立即終止本約定書，且停止客戶使用寰宇金融網全部或部分服務之權利。

Where the Bank has suspected any misuse of the account, or received a notification of law enforcement authorities, filing certificate, or written complaint from a third party, the Bank may immediately terminate this Agreement and suspend all or part of the Customer's rights of using Global eBanking services.

四、銀行對於不配合定期審視、對交易性質與目的或資金來源不願說明等客戶，銀行得暫時停止或終止客戶使用寰宇金融網全部或一部分服務之權利。

Regarding the Customer who refuses to cooperate with regular reviews or clarify transaction characteristics / purpose(s) or source of funding, the Bank may suspend or terminate the Customer's right of using Global eBanking services.

五、依據寰宇金融網分別申請各項服務及權限原則，客戶可於寰宇金融網查閱欲申請之服務，且銀行保有申請案之核准權。

According to the policy of separate applications for each service and permission on the Global eBanking, the Customer may research the services to be applied for on the Global eBanking website, and the Bank reserves the rights to approve each application.

六、客戶同意銀行得將客戶與銀行往來之資料提供予財團法人金融聯合徵信中心、票據交換所、聯合信用卡處理中心、財金資訊股份有限公司、電子簽章憑證機構或受讓、參貸(或擬受讓、參貸)銀行債權債務之人或受銀行委任代為處理事務之人或其他國內外金融事務處理相關機構(含環球銀行財務電信協會，即SWIFT)或銀行企業團其他機構，如合於各上開機構等之營業登記項目或章程所定業務需要等特定目的時，銀行及上開機構等得蒐集、處理及利用客戶之個人資料，個人資料如有變更，客戶並願立即通知銀行。如銀行有合理理由認為前開資料為錯誤、不實、過時或不完整，銀行可保留終止或暫停使用寰宇金融網全部或一部之權利。

The Customer agrees that the Bank may provide the correspondent information between the Customer and the Bank with the Joint Credit Information Center, the Taiwan Clearing House, the National Credit Card Center of R.O.C., the Financial Information Service Co., Ltd., the Certificate Authority of Electronic Signature, the person to whom the creditor's rights are assigned or are going to be assigned, the person who participates in or is going to participate in credit extension, the person authorized by the Bank to handle the matters or other relevant domestic or foreign institutions of financial business (including the Society for Worldwide Interbank Financial Telecommunication, namely SWIFT) or other institutions of the Bank Group. If it meets with the business registration items or the specific purposes prescribed in the articles of association of the preceding institutions, such as for the business need, the Bank and the preceding institutions may collect, handle and use the Customer's personal information, and if there's any change to the personal information, the Customer will promptly notify the Bank of such change. If the Bank has reasonable cause to believe that the preceding information is inaccurate, false, outdated or incomplete, the Bank may reserve the rights to terminate or suspend the rights to use all or part of the Global eBanking.

七、個人資料保護：寰宇金融網遵守中華民國、香港特別行政區、澳門特別行政區、越南社會主義共和國及客戶帳戶所在地區所屬相關個資法令之規範(包含但不限於台灣、越南、澳門個人資料保護法、香港個人資料(私隱)條例及其相關修訂條文，以及主管機關頒布之守則)。

Personal Information Protection: The Global eBanking complies with the relevant regulations of personal data protection in Taiwan, R.O.C., Hong Kong Special Administrative Region, Macao Special Administrative Region, Socialist Republic of Vietnam and the place where the Customer's Account locates (including but not limited to Personal Information Protection Act of Taiwan, Vietnam and Macao, Hong Kong Personal Data (Privacy) Ordinance, the relevant amendments thereto and the order or decree provided by the competent authority)

八、客戶所提供之公司資料均受到寰宇金融網隱私權保護，相關內容請查閱寰宇金融網的「隱私權保護」。

The company information provided by the Customer shall be under the privacy protection of the Global eBanking. Please refer to "Privacy Protection" in the Global eBanking.

九、客戶同意接受本約定書內容之拘束，其有變更時，銀行應於變更生效前將修改內容置放營業單位供索閱，並公布於銀行網站以代通知，修改或更新之條款，均構成本約定書條款的一部分。當客戶使用寰宇金融網服務時，即視為同意條款內容。客戶如有異議，得終止本約定書。

The Customer agrees to be subject to and governed by the terms of this Agreement. In the event of any modification to this Agreement, the Bank shall place the modified terms in the business unit and post on the Bank's website as notification before those modification come into effect. The modified terms shall form part of this Agreement. When the Customer uses the Global eBanking services, it will be deemed to be its consent to the modified terms. The Customer may terminate this Agreement if there's any disagreement on the modified terms.

十、法令適用：本約定書未盡事項，除雙方有特別約定者外，適用中華民國相關法令及帳戶所在地區法律規定。

Governing Laws: Unless otherwise agreed by both parties, this agreement shall be governed by the laws of Taiwan, R.O.C., and the laws where the Account locates.

十一、因本約定書而涉訟者，雙方同意以銀行總行或其與客戶有業務往來之分支機構所在地之法院為第一審管轄法院。In the event of litigation under or in connection with this Agreement, both parties agree that the Court where the headquarter of the Bank locates or where the branch with business connections with the Customer locates shall be the competent court with jurisdiction in the first instance.

#### 第壹拾柒條 消費爭議之處理

##### Article 17 Disposing consumer dispute

為維護客戶權益，客戶對本服務有所疑義時，除書面外，亦得透過網路銀行服務條款之第一條、銀行資訊所記載連絡方式向銀行提出申訴或反映意見。銀行受理申訴後，將由專人與客戶溝通說明釐清原因，並將處理結果回客戶。

For customer protection, if any doubt about the service, customers could raise claims or disputes by paper or through the contact information stated on the first term Banking Information of the service agreement. After the bank receives the case, our specialist will contact the customer and reply the result.

第壹拾捌條 本約定書以中、英文作成，中、英文內容有歧異時，應以中文文義為準。

Article 18 This Agreement is made in both Chinese and English versions. The Chinese version of this Agreement prevails if any discrepancy is found between the two versions.

#### 第壹拾玖條 未盡事宜

##### Article 19 Unspecified stipulations

本服務條款約定事項如有未盡事宜，悉依銀行相關業務規定及一般金融機構慣例辦理。

If any unforeseen circumstances in this agreement, it shall be handled in accordance with the regulations of the bank and the general practices of financial institutions.