

寰宇金融網服務條款約定書

Global eBanking Services Agreement

立約人(以下簡稱客戶)茲向永豐商業銀行股份有限公司(以下簡稱永豐銀行)申請寰宇金融網服務，經與永豐銀行協議，除願遵照永豐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，經客戶於合理期間(臺灣至少五日)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，亦悉以永豐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 (for at least five days in Taiwan) 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 永豐銀行資訊

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. : 臺灣高雄市新興區中正三路2號20樓

20F., No.2, Zhongzheng 3rd Rd., Xinxing Dist., Kaohsiung City 800, 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 : 853-2871-5138

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A座

Avenida Doutor Mario Soares, Finance and IT Center of Macao 9/A, 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. : 越南胡志明市西貢坊黎筍大道31號友誼塔9樓

9th Floor, Friendship Tower Building, 31 Le Duan Street, Sai Gon Ward, Ho Chi Minh City, Vietnam

Email : mmab2bvn@sinopac.com

五、洛杉磯分行 / Los Angeles Branch

電話 / Tel : +1 213-437-4800

傳真 / Fax : +1 213-437-4848

地址 / Add. : 177 East Colorado Blvd., Suite 1068, Pasadena, CA 91105

Email : laoperations@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(包含企業行動銀行：寰宇金融+)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。詳細條款內容請至寰宇金融網各地區「相關下載」查閱。

This Agreement shall constitute the general terms and conditions for Bank SinoPac's Global eBanking services (including Mobile Banking : Global eBanking+). 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. For detailed terms and conditions, please refer to the "Download" on Global eBanking for each region.

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永豐銀行電腦連線，無須親赴永豐銀行櫃台，即可取得永豐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，客戶同意由永豐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」：指客戶與永豐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」：指永豐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，經永豐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」：客戶可向永豐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.
- 十三、「行動密碼」：指與永豐銀行約定之行動電話號碼進行行動裝置綁定，搭配「指紋辨識」、「臉部辨識」、「圖形密碼鎖」或「交易密碼」方式，以確認申請者之身份並完成交易。
- “Mobile Password” refers to the mobile device bonding with the designated mobile phone number of Bank SinoPac, with "Fingerprint Recognition," "Face Recognition," "Graphic Password Lock" or "Transaction PIN" to confirm the applicant's identity and complete the transaction.

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、客戶與永豐銀行約定之授權印鑑，除辦理與永豐銀行於『法人戶開戶申請暨總約定書』所約定事項外，客戶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 Customer 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（含電子憑證使用授權設定）。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，永豐銀行得執行任何使用正確密碼或客戶與永豐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 (including the authority of using E-certificates). Each user shall keep his/her 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、客戶同意永豐銀行修改或終止本服務系統之一部或全部時，得公布於永豐銀行網站以代通知。本服務系統任何修改暫停或終止，客戶如有異議，得終止本約定書；當客戶使用本服務系統時，即視為同意本服務系統之變更。
The Customer agrees that the Bank may notify the Customer by posting on the Bank's website in the event of any modification, suspension, or termination of part or all of the Service System. The Customer may terminate this Agreement if there's any disagreements with any changes to the Service System thereof. When the Customer uses the Service System, it will be deemed to be its consent to any changes to the Service System.
- 六、永豐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、及網站網頁框架建置、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。
任何人未經永豐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永豐銀行或所有之智慧財產權。
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、永豐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、永豐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永豐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，盡快向永豐銀行通知任何不符之處。該等網上通知及/或確認書經永豐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永豐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，則客戶有責任通知永豐銀行。
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、永豐銀行對客戶之各項通知，除法令規定外，永豐銀行得以親自交付、郵寄、電子訊息傳輸（包含但不限簡訊、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，並以客戶留存於永豐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，應主動通知永豐銀行辦理變更，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永豐銀行之因素，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、不符永豐銀行要求格式、非經永豐銀行指定方式或未完成所需程序時，則視為自始未傳送。但永豐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，並作為永豐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。永豐銀行接受通知前，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；惟如永豐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，應由永豐銀行負責。

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, 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.

4. 為維護客戶權益，有關憑證資訊異動作業（包含申請、展期、補發與撤銷），或有安全性顧慮，請與永豐銀行客服中心聯絡，以採取必要之防範措施。

In order to protect the rights of customers, please contact the service center if you have security concerns regarding the information updated in E-certificate while applying, extending, reissuing, or revoking.

三、電子訊息不執行事由

Non-Performance Reasons of Electronic Messages

如有下列情形之一，永豐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. 永豐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. 永豐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. 永豐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永豐銀行確認。
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. 電子訊息係由永豐銀行電腦自動處理，客戶發出電子訊息傳送至永豐銀行後即不得撤回、撤銷或修改。但未到期之預約交易在永豐銀行規定之期限內，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永豐銀行後，於永豐銀行電腦自動處理中已逾永豐銀行服務時間時，永豐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，客戶同意依永豐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永豐銀行後，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

客戶與永豐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永豐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永豐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；惟如永豐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，應由永豐銀行負責。

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. 客戶收取永豐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，永豐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，客戶需向永豐銀行重新申請密碼，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，悉願依永豐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，並授權永豐銀行得逕自客戶約定帳戶內扣繳，客戶並同意永豐銀行所訂收費標準及項目如有調整，永豐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永豐銀行網站公告其內容，並告知客戶得於該期間內終止契約，逾期末終止者，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.

八、電子憑證交易限額

E-Certificate Account Limit

臺灣區客戶申請電子憑證安全控管機制者，轉帳交易限額依下(表一)列示，且永豐銀行保有申請案最終准駁之權利；另如未通過審核(含複審)，永豐銀行有權調整您的網路銀行交易限額。海外分行客戶依第壹拾貳條之規範辦理。

For Customers in Taiwan applying for e-certificate security controls, the transfer transaction limits are set forth in Table 1 below, and Bank SinoPac reserves the right to make the final decision on such applications. If the application is not approved (including where the final review result is rejection), Bank SinoPac reserves the right to adjust the Customer's online banking transaction limits. Customers of overseas branches shall follow Article 12.

(表一Table1)

客戶類別Customer Type	資本金額Capital Amount	每日交易限額 Daily Transaction Limit	說明Notes
獨資/合夥/小規模商業/非法人團體 Sole Proprietorship / Partnership / Small Business / Non-corporate Organization	0-100萬(含) 0-NT\$1 million (inclusive)	300萬 NT\$3 million	1.實際交易限額，依據客戶提出申請並由本行核定之最終限額為主。 2.無資本額客戶視為0。分公司資本額則依據母公司資本額。 3.每日累計限額以交易日計算。 1.Actual transaction limit is subject to the final approval by the bank based on customer application. 2.Customers without capital are considered as NT\$0; branch capital is based on parent company capital. 3.The daily cumulative limit is calculated based on the transaction date.
	101萬-500萬(含) NT\$1.01-NT\$5 million (inclusive)	1,000萬 NT\$10 million	
	501萬-3,000萬(含) NT\$5.01-NT\$30 million (inclusive)	5,000萬 NT\$50 million	
	3,000萬以上 Above NT\$30 million	3億 NT\$300 million	
	0-100萬(含) 0-NT\$1 million (inclusive)	500萬 NT\$5 million	
營利法人 Profit-seeking Enterprise	101萬-500萬(含) NT\$1.01-NT\$5 million (inclusive)	5,000萬 NT\$50 million	
	501萬-3,000萬(含) NT\$5.01-NT\$30 million (inclusive)	3億 NT\$300 million	
	3,001萬-10億(含) NT\$30.01million-NT\$1 billion (inclusive)	30億 NT\$3 billion	
	10億以上 Above NT\$1 billion	500億 NT\$50 billion	
	0-500萬(含) 0-NT\$5 million (inclusive)	5,000萬 NT\$50 million	
非營利法人 Non-profit Organization	501萬-3,000萬(含) NT\$5.01-NT\$30 million (inclusive)	3億 NT\$300 million	
	3,000萬以上 Above NT\$30 million	30億 NT\$3 billion	

第柒條 行動密碼驗證約定事項
Article 7 Terms and Conditions for Mobile Password Authentication

- 一、臺灣區客戶申請使用行動密碼可進行『帳戶查詢』及執行『付款轉帳』等低風險交易。交易轉帳限額列示如下：
Customers in Taiwan can apply for a mobile password to perform low risk transactions such as “Account Inquiry” and “Payment and Transfer”.
The transfer limits are listed below.

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 依統編證號歸戶計算 Transfer to Non-Designated Account shall be calculated based on one business registration ID number	一般 標準 General Standard	新臺幣 5 萬 NT\$50,000	新臺幣 10 萬 NT\$100,000	新臺幣 20 萬 NT\$200,000
	臺幣 TWD	交易限額依立約人另行申請內容而定。(交易限額之計算涵蓋全行自動化通路交易)The transaction limit is determined based on the application submitted by the Applicant.(The calculation of the transaction limits includes transactions conducted through all automatic channels of the bank.)		
	另行 約定 according to the agreement	*獨資/合夥/小規模商業/未辦理法人登記之個人執業者：(最高) 20萬/單筆、50萬/單日、100萬/單月 Sole proprietorship, partnership, small-scale business, individual practitioner not registered as a legal entity:(maximum)NT\$200,000/Per Transaction, NT\$500,000/Per Day, NT\$1,000,000/Per Month *非上述客群之公司戶：(最高) 50萬/單筆、100萬/單日、200萬/單月 Corporate customers other than the above-mentioned groups:(maximum)NT\$500,000/Per Transaction, NT\$1,000,000/Per Day, NT\$2,000,000/Per Month		
	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 依交易帳號累計限額 Transfer to Designated Account shall be calculated based on one Account limits	臺幣 TWD	新臺幣 200 萬 NT\$2,000,000	新臺幣 200 萬 NT\$2,000,000	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:全行自動化 交易通路累計不 可超過等值新台 幣200萬(含) 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\$2,000,000 calculated based on all automatic transactions of the bank;Foreign exchange transaction against NTD must not exceed NT\$500,000 or equivalent.	無限額 Unlimited

- 二、客戶申請提高新臺幣非約定轉帳交易限額者，如嗣後經永豐銀行認定立約人交易金額不符申請使用之目的或需求，或有其他異常情形等，系統將自動回復為原新臺幣非約定轉帳限額(5萬/每筆、10萬/每日、20萬/每月)。客戶同意永豐銀行得隨時依事實需要、客戶用途、營運或交易狀況等因素之變化或如有其他異常情事，永豐銀行得逕行調整、拒絕或終止客戶轉帳交易限額。若仍有提高新臺幣非約定轉帳限額需求，須臨櫃重新申請辦理。

For customers applying for an increase in the transaction limit for non-designated account TWD transfers, if Bank SinoPac later determines that the transaction amount does not align with the stated purpose or actual needs in the application, or if any other abnormal circumstances arise, the system will automatically revert to the original transaction limit (NT\$50,000 per transaction, NT\$100,000 per day, NT\$200,000 per month). The customer agrees that Bank SinoPac may, at its discretion and based on factual circumstances, the intended use, operational or transaction conditions, or other abnormalities, adjust, reject, or terminate the customer's transfer transaction limit at any time. If the customer still requires an increase in the transaction limit for non-designated account TWD transfers, a new application shall be submitted in person at a branch.”

- 三、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永豐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，若無議定則依永豐銀行公告之收費標準，並授權永豐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，則永豐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，永豐銀行應於各區法令規定時間（台灣為六十日）前於永豐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。客戶應支付永豐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，並授權永豐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，至當日永豐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，永豐銀行得辦理相關作業，其效力視同正本文件；且永豐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，永豐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.
- 六、「薪轉傳真/分行」服務：客戶透過本服務可於系統申請薪轉交易，申請後須於系統下載薪轉交易指示單並以取款印鑑辦理交易。交易指示單以傳真或至分行臨櫃進行交易確認，客戶應配合永豐銀行依循傳真、分行交易作業規範辦理。
Fax/Branch Payroll service: Customers can apply to Global eBanking for payroll transaction. After applying, please download the Payroll Transaction Instruction Form through Global eBanking, and use the withdrawal chop(s) to process the transaction. Customers should submit this instruction and confirm the transaction through fax/branch, and follow the procedures of fax/branch transaction of the bank.
- 七、客戶同意分別依臺灣與海外各分行洗錢防制作業，提供具備交易放行權限使用者之真實身分確認所需資訊(以下簡稱「身分確認資訊」)，以協助永豐銀行進行帳戶被授權人身分辨識，並確保使用者已知悉並同意永豐銀行對該等個人資料的保留、使用與揭露。客戶同意並知悉若怠於提供身分確認資訊，永豐銀行得暫時停止或終止提供交易服務。
The Customer agrees to provide, separately in accordance with the anti-money laundering procedures of Taiwan and overseas branches, the information required to verify the true identity of users with transaction release authority (hereinafter referred to as the "Identity Verification Information"), so as to assist Bank SinoPac in identifying the authorized persons of the account and to ensure that such users are aware of and consent to the Bank's retention, use, and disclosure of such personal data. The Customer agrees and acknowledges that if it fails to provide the Identity Verification Information, Bank SinoPac may temporarily suspend or terminate the provision of transaction services.

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，有關之手續費同意永豐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永豐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、永豐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，永豐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、永豐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核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，永豐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，永豐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，永豐銀行牌告匯率為準。倘因外匯市場波動劇烈時，永豐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. If 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. 客戶與永豐銀行議定匯率後，未依約完成或取消交易，致永豐銀行蒙受匯差損失，永豐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永豐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永豐銀行新臺幣帳戶。
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，永豐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，依永豐銀行規定辦理。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、客戶於永豐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，需於永豐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永豐銀行進行匯率敲價約定時，永豐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，永豐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，倘經永豐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，客戶同意永豐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，客戶同意永豐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，概與永豐銀行無涉。

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**

- 一、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.
- 二、非本人轉帳匯款交易限額重置：客戶若已14個月未進行非本人轉帳匯款交易，銀行得將客戶非本人轉帳匯款限額重置為0，無需另行通知，客戶日後若有交易需求須依規定重新辦理約定。
Reset of Daily Limit for Non-Applicant-Owned Fund Transfer/Remittances:
If the Customer does not conduct any Non-Applicant-Owned Fund Transfers or Remittances for a consecutive period of fourteen (14) months, the Global eBanking reserves the right to reset the Customer's daily limit for such transaction to zero without prior notice. Should the Customer wish to resume these transactions in the future, they need to reapply in accordance with the relevant regulations.

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，應已向永豐銀行申請開發國外信用狀額度，並已與永豐銀行簽訂「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，並授權永豐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、客戶使用永豐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永豐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，需與永豐銀行另行簽訂「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/跨區客戶向永豐銀行（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永豐銀行申請本服務之依據，並授權永豐銀行得經由永豐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永豐銀行之商業機密（依永豐銀行之定義）、本服務約定條款、使用說明、所有附件以及所有相關資料，均屬永豐銀行之機密資料，客戶等未經永豐銀行事先書面同意，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永豐銀行申請本服務，客戶等均有合法權限簽署本申請書及填載所有相關附件，並同意提供永豐銀行不定時要求之必要文件。若經永豐銀行通知，客戶應補充提供集團關聯性佐證文件，客戶未能於書面通知（或電子郵件）三十日內提供相關文件，永豐銀行得逕行終止本契約。
The Customer confirms that he/she/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. If the customer fails to provide supporting documents for group affiliation within 30 days after receiving Bank SinoPac's written notice or email, the Bank may solely terminate this Agreement.
- 五、客戶同意為使用集團/跨區資金管理服務，永豐銀行需與銀行內部（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，並依第壹拾陸條第九項與第十項之規範，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 9 and 10 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永豐銀行，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、永豐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(或電子郵件)通知客戶，但客戶如有下列情事之一者，永豐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 (or email) 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. 未經永豐銀行同意，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、永豐銀行如經判斷帳戶有疑似不當使用情事，或永豐銀行接獲第三人檢附治安機關通報、備案證明、書面申訴時，永豐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、永豐銀行對於不配合定期審視、對交易性質與目的或資金來源說明；或未通過審核(含複審)之客戶，永豐銀行得暫時停止或終止客戶使用寰宇金融網全部或部分服務之權利。
Regarding the Customers who refuse to cooperate with regular reviews or clarify nature and purpose(s) of transaction(s) or source of funding, or fail to pass the verification (including re-examination), the Bank may temporarily suspend or terminate the Customers' right to use partial or all Global eBanking services.
- 五、客戶於經濟部商業發展署之登記狀況若為解散、撤銷、廢止時，永豐銀行得暫時停止客戶使用寰宇金融網或逕行終止本契約，不另行通知客戶。客戶於經濟部商業發展署之登記狀況若為停業或歇業時，永豐銀行得暫時停止客戶使用寰宇金融網，不另行通知客戶。
If the customer's registration status with the Administration of Commerce, MOEA, is listed as dissolution, revocation, or termination, Bank SinoPac may suspend the customer's access to the Global eBanking system or terminate this Agreement immediately without further notice. If the registration status is listed as suspension or cessation, Bank SinoPac may suspend the customer's access to the Global eBanking system without further notice.
- 六、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，且永豐銀行保有申請案最終准駁權利。
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 final rights to approve or reject each application.

- 七、客戶同意永豐銀行得將客戶與永豐銀行往來之資料、帳戶資訊及其他客戶資料，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、任何受讓或擬受讓銀行債權之人、任何參與或擬參與對客戶授信之人、受永豐銀行授權處理相關事務之人、或其他國內外金融業務相關機構(含環球銀行財務電信協會，即SWIFT)、銀行企業團體、其他合作機構(含永豐商業銀行股份有限公司總行及其總行海外分支機構、依法有調查權機關或金融監理機關等)，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，永豐銀行及上開機構等得蒐集、處理及利用客戶之個人資料。客戶如有提供予永豐銀行之個人資料變更，應即通知永豐銀行。如永豐銀行有合理理由認為客戶所提供之資料錯誤、不實、過時或不完整，永豐銀行得保留終止或暫停客戶使用全部或部分寰宇金融網服務之權利。

The Customer agrees that the Bank may provide correspondent information between the Customer and the Bank, Customer account information and other Customer data to 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, any person to whom the creditor's rights are assigned or are going to be assigned, any person who participates in or is going to participate in a credit extension to the Customer, any person authorized by the Bank to handle such matters or other relevant domestic or foreign institutions of financial business (including the Society for Worldwide Interbank Financial Telecommunication, namely SWIFT) or institutions of the Bank Group, or any other cooperating agency (including the Head Office and foreign branches of Bank SinoPac Company Limited, and any institutions with investigative rights or financial supervisory institutions). If consistent with the business registration items or the specific purposes prescribed in the articles of association of the preceding institutions, such as for a business need, the Bank and the preceding institutions may collect, handle and use the Customer's personal information. The Customer will promptly notify the Bank of any change to the Customer's personal information that has previously been provided to the Bank. If the Bank has reasonable cause to believe that any information provided by the Customer is inaccurate, false, outdated or incomplete, the Bank reserves the right to terminate or suspend the Customer's use of all or part of the Global eBanking services.

- 八、客戶瞭解並同意寰宇金融網及其伺服器之建置維護由永豐商業銀行股份有限公司位於臺灣之總行進行維護以使其提供相關服務，且永豐銀行對此服務負有最終之責任。

The Customer understands and agrees that the Head Office of Bank SinoPac Company Limited in Taiwan is responsible for the server implementation and maintenance of the Global eBanking for its provision of the relevant service. In addition, the Bank remains ultimately liable for such service.

- 九、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、美國及客戶帳戶所在地區所適用相關個資法令之法律與規範（包含但不限於台灣《個人資料保護法》、越南《個人資料保護法》、美國《金融服務現代化法案（Gramm-Leach-Bliley Act）》、加州《消費者隱私法案（California Consumer Privacy Act）》、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，以及任何主管機關所發布的命令或法令）。任何提供聯絡人或其他第三方（包括該人之姓名、E-MAIL、電話、包含個人資料的交易資料等）個人資料的客戶，應確保該第三方已知悉並同意永豐銀行對該等個人資料的保留、使用與揭露。

Personal Information Protection: Global eBanking complies with applicable personal data protection laws and regulations in Taiwan, R.O.C., Hong Kong Special Administrative Region, Macao Special Administrative Region, Socialist Republic of Vietnam, the United States and other jurisdictions in which the Customer's Account is located (including but not limited to the Personal Information Protection Act of Taiwan, Vietnam's Decree of Personal Data Protection, the Gramm-Leach-Bliley Act, the California Consumer Privacy Act, Macao's Personal Data Protection Act, the Hong Kong Personal Data (Privacy) Ordinance, the relevant amendments thereto and any orders or decrees provided by any competent authorities). Any customer who provides personal information about a contact person or other third party (including such person's name, e-mail address, telephone number, transaction data containing personal information, etc.) should ensure that the third party is aware of and agrees to the retention, use and disclosure of such personal information by SinoPac.

若您為美國地區的客戶，您理解並同意以下事項：

If you are a Customer in the United States, you acknowledge and agree that:

- 我們可能會蒐集並保留特定資訊，並使用該資訊向您行銷我們的產品與服務。

We may collect and retain certain information and use that information to market our products and services to you.

- 若您使用寰宇金融網服務，我們可能會追蹤並記錄您的地理位置(若您的裝置已啟用)及您在我們網站上的活動。

If you access the Global eBanking Services, we may track and record your geographic location (if enabled on your device) and your activity on our website.

- 您的年度隱私權通知將透過我們的網站提供，該通知於網站上的可得性即構成對您實際的通知。

You will receive your annual privacy notices on our website and the availability of the privacy notices on the website constitutes actual notice of the contents of the privacy notices.

- 若您從美國以外地區存取寰宇金融網服務，您可能會受到美國法律的規範，該法律可能與您當地的法律不同，包括關於個人資料的蒐集、儲存、刪除、處理、使用與揭露等方面的法律。在您使用受美國法律規範的寰宇金融網服務時，您可能會將某些個人資料傳輸至美國，您同意該等傳輸，並同意適用美國法律。

If you access the Global eBanking Services from locations outside the United States, you may be subjecting yourself to United States law, which may differ from your local laws, including laws involving governing personal data collection, storage, deletion, processing, use, and disclosure. In your use of the Global eBanking Services, which is governed by United States law, you may transfer certain personal information to the United States, you consent to that transfer, and you consent to the application of United States law.

我們的隱私權聲明(包括適用時之美國消費者隱私聲明)，將不時修訂，並適用於您、您的帳戶以及您對寰宇金融網服務的使用。

Our privacy notices, including where appropriate, our U.S. consumer privacy notice, as amended from time to time, apply to you, your accounts and your use of the Global eBanking Services.

如需查閱我們的隱私權聲明及其他資訊，台灣、越南、澳門及香港地區客戶請參閱以下網站「<https://bank.sinopac.com/sinopacBT/footer/privacy-statement.html>」，以及附件：「永豐銀行個人資料蒐集、處理及利用告知義務內容」。美國地區客戶請參閱附件「PRIVACY STATEMENT」。

To view our privacy notices and other information applicable to customers in Taiwan, the Socialist Republic of Vietnam, Macao Special Administrative Region, and Hong Kong Special Administrative Region, please refer to the website "<https://bank.sinopac.com/sinopacBT/footer/privacy-statement.html>" and the following Appendix "Disclosure obligations of Bank SinoPac regarding the collection, processing, and utilization of personal data". For customers in the United States, please refer to the attached "PRIVACY STATEMENT".

- 十、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.

十一、客戶同意接受本約定書內容之拘束，其有變更時，永豐銀行應於變更生效前將修改內容置放營業單位供索閱，並公布於永豐銀行網站以代通知，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.

十二、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.

十三、因本約定書而涉訟者，雙方同意以永豐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.

十四、永豐商業銀行股份有限公司位於臺灣總行之監管單位為「金融監督管理委員會」。

The supervisory authority for the Head Office of Bank SinoPac Company Limited in Taiwan is Financial Supervisory Commission(FSC).

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、永豐銀行資訊所記載連絡方式向永豐銀行提出申訴或反映意見。永豐銀行受理申訴後，將由專人與客戶溝通說明釐清原因，並將處理結果回覆客戶。

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，悉依永豐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.



附件：永豐銀行個人資料蒐集、處理及利用告知義務內容

- 一、親愛的客戶您好，由於個人資料之蒐集，涉及 臺端的隱私權益，永豐銀行在現在已(或將來可能)依法得經營之營業項目範圍及所涉業務執行之必要範圍內(但仍以 臺端實際與永豐銀行往來之相關業務為準)，而有必要直接或間接蒐集、處理、利用(包含但不限於自動化決策：即剖析和涉及邏輯上有意義的資訊) 臺端個人資料時，依據個人資料保護法(以下稱個資法)第八條第一項及第九條第一項規定，應明確告知 臺端下列事項：(一)非公務機關名稱(二)蒐集之目的(三)個人資料之類別(四)個人資料利用之期間、地區、對象及方式(五)蒐集個人資料之來源(六)當事人依個資法第三條規定得行使之權利及方式(七)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。
- 二、有關永豐銀行蒐集 臺端個人資料之目的、個人資料類別、蒐集個人資料之來源及個人資料利用之期間、地區、對象及方式等內容，請 臺端詳閱如後附表。
- 三、依據個資法第三條規定，臺端就永豐銀行保有 臺端之個人資料得行使下列權利：
 - (一)除有個資法第十條所規定之例外情形外，得向永豐銀行查詢、請求閱覽或請求製給複製本，惟永豐銀行依個資法第十四條規定得酌收必要成本費用。
 - (二)得向永豐銀行請求補充或更正，惟依個資法施行細則第十九條規定，臺端應適當釋明其原因及事實。
 - (三)永豐銀行如有違反個資法規定蒐集、處理或利用 臺端之個人資料，依個資法第十一條第四項規定，臺端得向永豐銀行請求停止蒐集。
 - (四)依個資法第十一條第二項規定，個人資料正確性有爭議者，得向永豐銀行請求停止處理或利用 臺端之個人資料。惟依該項但書規定，永豐銀行因執行業務所必須，或經 臺端書面同意，並經註明其爭議者，不在此限。
 - (五)依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向永豐銀行請求刪除、停止處理或利用 臺端之個人資料。惟依該項但書規定，永豐銀行因執行業務所必須或經 臺端書面同意者，不在此限。
- 四、臺端如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得至永豐銀行各營業單位、客服專線(0800-088-111、02-2505-9999)詢問或於永豐銀行網站(網址：<https://bank.sinopac.com>)查詢。
- 五、臺端得自由選擇是否提供相關個人資料及類別，惟 臺端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，永豐銀行可能無法進行必要之業務審核或作業而無法提供 臺端相關服務或無法提供較佳之服務，敬請見諒。
- 六、永豐銀行為遵循美國海外帳戶稅收遵循法(Foreign Account Tax Compliance Act，以下稱FATCA法案) 26 U.S.C. §1471(c)(1)(A)之規定需蒐集、處理及利用 臺端之個人資料(包含實質股東資訊)，如 臺端或直接或間接投資客戶之實質股東不同意提供或提供資料不足，且仍維持與永豐銀行客戶之直接或間接投資關係，則依FATCA 法案的規定，永豐銀行將婉拒與 臺端開立帳戶及交易往來之申請；既有帳戶則依美國海外帳戶稅收遵循法之規定列為「不合作帳戶」(Recalcitrant Account)，並得自 臺端名下屬 FATCA 法案所規範金融商品特定帳戶之款項中扣繳百分之三十(30)之美國稅款，永豐銀行並得依約對 臺端提前終止所有屬 FATCA 法案規範金融商品之契約、帳戶、往來業務關係及提供之相關服務，可能因此導致永豐銀行無法提供 臺端相關服務或無法提供較佳之服務，謹提請 臺端注意。
- 七、臺端如交付其他人之個人資料或客戶為法人而向永豐銀行交付負責人、董監事、經理人、相關員工、授權人員、保證人及擔保物提供者等之個人資料時，臺端/客戶應向該個人提供永豐銀行履行個人資料保護法第八條第一項告知義務內容，以使其受告知並充分知悉。
- 八、永豐銀行為執行洗錢防制作業並配合全球打擊犯罪、遏止資恐及毀滅性武器擴張之目的，當下列情形發生時，臺端同意永豐銀行將其個人資料提供境外金融機構：
 - (一)客戶為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體、資恐防制法指定制裁之個人、法人或團體。
 - (二)永豐銀行於定期或不定期審查客戶/受益人/有效控制帳戶之人/關聯人身分作業或認為必要時(包括但不限於涉及非法活動、疑似洗錢、資恐活動，或媒體報導涉及違法之特殊案件等)。
- 九、永豐銀行得依美國政府部門根據美國聯邦法31 U.S. Code § 5318(k)所發送正式法律文件，要求提供客戶資料時配合提供。
- 十、永豐銀行於防制詐騙、洗錢等特定目的範圍內，得蒐集、處理或利用 臺端在永豐銀行所約定之「被約定轉入帳號」、臺端於永豐銀行開立之「金融機構帳號被設定為約定轉入帳號」、前述帳號被設定為約定轉入帳號之次數及帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶等)等個人資料；臺端並同意於設定臺端於永豐銀行開立之「金融機構帳號」為約定轉入帳號作業之目的範圍內，由永豐銀行提供上開個人資料予提出將前述帳號約定為轉入帳號之金融機構；臺端並同意財金資訊股份有限公司於辦理金融機構間之金融資訊交換目的範圍內，得蒐集、處理或利用上開個人資料。
- 十一、客戶同意永豐銀行得於防制詐欺犯罪、洗錢防制暨打擊資恐等特定目的範圍內，進行以下事項：
 - (一)蒐集、處理或利用客戶身分資訊、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶、銷戶資訊等)或往來事項等個人資料，並將上揭個人資料，透過財金資訊股份有限公司通報或照會相關金融機構及司法機關。
 - (二)透過發查電信業者，蒐集、處理或利用客戶手機門號相關資訊(如電信帳務、電信資訊等)。

附表：個人資料之目的、個人資料類別、蒐集個人資料之來源及個人資料利用之期間、地區、對象及方式

特定目的說明	業務類別	業務特定目的及代號	共通特定目的及代號
	一、存匯業務	022 外匯業務 036 存款與匯款業務 067 信用卡、現金卡、轉帳卡或電子票證業務 082 借款戶與存款戶存借作業綜合管理 112 票據交換業務 181 其他經營合於營業登記項目或組織章程所定之業務	030 仲裁 037 有價證券與有價證券持有人登記 040 行銷(包含金控共同行銷業務) 059 金融服務業依法令規定及金融監督管理委員會之蒐集處理及利用 060 金融爭議處理 061 金融監督管理與檢查 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用 069 契約、類似契約或其他法律關係管理之事務 090 消費者、客戶管理與服務 091 消費者保護 095 財稅行政 (包括但不限於遵循美國海外帳戶稅收遵循法 (FATCA 法案)) 26 U.S.C. §1471(c)(1)(A) 之規定、金融機構執行共同申報及盡職審查作業辦法 (CRS)) 098 商業與技術資訊 104 帳務管理及債權交易業務 113 陳情、請願、檢舉案件處理 116 場所進出安全管理 122 訴願及行政救濟 129 會計與相關服務 135 資 (通) 訊服務 136 資(通)訊與資料庫管理 137 資通安全與管理 145 僱用與服務管理 157 調查、統計與研究分析 160 憑證業務管理 173 其他公務機關對目的事業之監督管理 177 其他金融管理業務 181 其他經營合於營業登記項目或組織章程所定之業務 182 其他諮詢與顧問服務
	二、授信業務	022 外匯業務 067 信用卡、現金卡、轉帳卡或電子票證業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 111 票券業務 126 債權整貼現及收買業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務	
	三、信用卡業務	022 外匯業務 067 信用卡、現金卡、轉帳卡或電子票證業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務	
	四、外匯業務	022 外匯業務 036 存款與匯款業務 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務	
	五、有價證券業務	111 票券業務 044 投資管理 082 借款戶與存款戶存借作業綜合管理 088 核貸與授信業務 106 授信業務 154 徵信 181 其他經營合於營業登記項目或組織章程所定之業務	
	六、財富管理業務	022 外匯業務 036 存款與匯款業務 044 投資管理 068 信託業務 082 借款戶與存款戶存借作業綜合管理 166 證券、期貨、證券投資信託及顧問相關業務 094 財產管理 181 其他經營合於營業登記項目或組織章程所定之業務	
	七、保險代理人業務	001 人身保險 065 保險經紀、代理、公證業務 093 財產保險 181 其他經營合於營業登記項目或組織章程所定之業務	
	八、其他經營合於營業登記項目或組織章程所定之業務，或經中央主管機關核准辦理之其他有關業務 (例如：保管箱業務、黃金存摺業務、電子金融業務、代理收付業務、電子支付業務、共同行銷或合作推廣業務...等。)		

蒐集個人資料類別	姓名、國籍、身分證統一編號、護照號碼、性別、出生年月日、通訊方式、稅務識別碼、稅務居住者身分、移民情形、遷徙細節、被保險人之病歷、醫療及健康檢查、生物特徵（包含但不限於人像、指紋、指靜脈等）、商業活動及財務概況（例如消費金額、地點及品項、收入、所得、資產與投資、負債與支出、信用評等、保險細節、財務交易、門號相關資訊(如電信帳務、電信資訊等)、帳戶往來情形等）、社會概況(影像、人像、語音、職業、休閒活動或興趣、婚姻狀況、家庭成員等)、行動及網路媒體資訊（例如Facebook、LINE等平台，包含用戶名稱、帳號、封面相片及大頭貼照、朋友名單、興趣、討論群組、按讚及留言分享紀錄、行動裝置識別碼、行動裝置位址、社群網路資訊、網際網路協定(IP)位址、網際網路瀏覽軌跡及位置資訊、Cookie或經合作廠商以其名義取得前開資料分析歸納而成標籤等類似資料等）及其他詳如特定業務類別之相關業務申請書或契約書之內容，並以永豐銀行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處（例如：財團法人金融聯合徵信中心、永豐銀行合作推廣之單位、其他與永豐銀行有業務往來之機構等）所提供或實際蒐集之個人資料為準。
蒐集個人資料之來源	一、永豐銀行向客戶直接蒐集。 二、客戶自行公開或其他已合法公開。 三、永豐銀行向第三人（如：永豐銀行所屬永豐金融控股公司及交互運用客戶資料之子公司、與永豐銀行合作推廣業務之公司、永豐銀行信用卡聯名/認同團體、永豐銀行合作夥伴(如:廣告商、電信公司、資訊或設備廠商、社群媒體平台、走著瞧股份有限公司...等)蒐集。永豐銀行向第三人蒐集資料時，可能將您的電子郵件地址(Email)、電話號碼、性別、年齡、縣市行政區或郵遞區號、行動裝置識別碼、網際網路通訊協定(IP)位址、Cookie ID...等資料去識別化後提供予第三人，做為資料串接識別之工具。
利用期間	一、特定目的存續期間。 二、依相關法令所定（例如商業會計法等）或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。（以期限最長者為準）
利用地區	本國、永豐銀行海外分支機構所在地、通匯行所在地、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者所在地、永豐銀行業務委外機構所在地、與永豐銀行有業務往來之機構營業處所在地、及下列「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。
利用對象	一、永豐銀行(含受永豐銀行委託處理事務之委外機構)。 二、依法令規定利用之機構（例如：永豐銀行所隸屬之金融控股公司等）。 三、其他業務相關之機構（例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、信用保證機構、中華民國人壽保險商業同業公會、中華民國保險代理人商業同業公會、財團法人保險事業發展中心、財團法人保險安定基金、信用卡國際組織、收單機構暨特約商店及與遵循美國海外帳戶稅收遵循法 Foreign Account Tax Compliance Act 相關之業務往來金融機構、其他與永豐銀行有業務往來之機構（例如：Google、Facebook、LINE、Yahoo、Youtube等社群媒體平台、廣告媒體商、電信公司、資訊或設備廠商、走著瞧股份有限公司等）、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者等）。 四、依國內外法令之有權機關或金融監理機關或稅務機關。 五、客戶所同意之對象（例如：永豐銀行共同行銷或交互運用客戶資料之公司、與永豐銀行合作推廣業務之公司等）。
利用方式	符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。