

# 第一商業銀行 境內法人於國際金融業務分行開立授信目的帳戶約定書

First Commercial Bank Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling Loan-related Receipts and Disbursements in Offshore Banking Units

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## 第一章 前言 CHAPTER ONE INTRODUCTION

本約定書是立約人向第一商業銀行國際金融業務分行(以下簡稱「本分行」)，申請開立授信目的帳戶所訂立之契約。該等條款乃是依法律及一般銀行業標準作業實務、慣例所訂定，俾做為貴我雙方往來所共同遵循之基礎。

These terms and conditions, which apply to your accounts for the purpose of handling loan-related receipts and disbursements you may open with First Commercial Bank Offshore Banking Branch (hereinafter called the “bank” or “we” ), are set out based on related laws rules, as well as the standards of good banking practice which bank will follow in bank’ s transactions with customer(s) (hereinafter called “you” ).

立約人應仔細謹慎的閱讀本約定書。它們將提供與立約人開立帳戶之重要的資訊。

Please read these pages carefully. They give you important information about your account.

立約人有七天審閱本約定書之權利。立約人簽署約定書後，即表示接受本約定書之各項條款之約束。

另外，國內分行相關規定於本約定書未備載項目可適用之。(※請注意：當本契約文義如有歧異時，以中文文義為主。)

The information in these terms and conditions are the terms of the contract between you and bank. You have right to read these terms and conditions within 7 days. When you sign an account application form, you fully understand and accept these terms and conditions. In addition, the articles, which are not in this terms and conditions, follow Domestic Banking Branch’ s rules. (※Attention: When these terms and conditions will be in contestation, the Chinese meaning will be the first used.)

本分行修改或增訂本約定事項時，經公告或通知送達立約人七日後，立約人仍繼續使用本帳戶者，視為承認該修改或增訂事項。

After publication or notification of the amendment or supplementation to this Agreement within 7 days after the announcement or notice, clients who still utilize their accounts will be deemed to agree this amendment or supplementation.

立約人不同意修改或增訂約定事項時，得於公告或通知送達後七日內以書面通知本分行，終止本約定書。但對於終止前立約人依本約定書所生之應付款項及其他衍生之債務，仍須負清償責任。

If clients do not agree amendment or supplementation to this Agreement, clients can terminate this Agreement by notifying your good bank in written formation within 7 days after the announcement or notice delivered. However, the clients still pledge for liability, lien or other encumbrance to the bank prior to the termination of the Agreement.

本分行對立約人所為之通知或函件，依立約人於「境內法人開立國際金融業務分行授信目的帳戶申請書」所載之通訊地址或其最後以書面指定之地址郵寄後，經通常之郵遞期間，即視為已送達於立約人。

Notification or letter of your good bank to the client is delivered according to the communication address written on “ First Commercial Bank Terms and Conditions for Domestic Juridical Persons Opening Accounts for the Purpose of Handling Loan-related Receipts and Disbursements in Offshore Banking Units ”of client or to the

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address assigned on written formation of client. After the ordinary mailing time, such dispatch shall be deemed effectively served on the client in accordance with this agreement.

## 第二章 指示 CHAPTER TWO INSTRUCTIONS

### 2.1 授信目的帳戶限運用於下列與授信相關之資金收付：

The account for the purpose of handling loan-related receipts and disbursements is only for the following loan-related debits and credits:

(a) 授信之資金撥付。

Loan-related funds appropriation

(b) 授信之還本付息。

Repayment of loans.

(c) 資本支出。

Capital expenditure.

(d) 一般營運週轉金。

Working capital loan.

(e) 貿易融資，包含進出口押匯、開發信用狀、應收信用狀收買、應收帳款收買、應付帳款、已承兌出口票據貼現、購料保證、外銷貸款、進口融資、應收承兌票款等因貿易而產生且具自償性之融資。

Trade financing, including export bill purchase/import bill advance, opening an L/C, purchasing an L/C receivable, factoring, accounts payable, forfaiting, guarantee for material purchasing, export loans, import financing, acceptance bill receivable, or other self-liquidating trade financing.

(f) 與授信相關收付款之外幣匯兌、外幣與外幣間即期交易，以及以避險為目的之外幣與外幣間遠期外匯交易及換匯交易且操作天期不得超過一百八十天。

Foreign currency exchange of loan-related debits and credits, spot exchange transactions, foreign exchange forward and swap transactions within 180 days which is for hedging. All the above mentioned transactions should not involve NTD.

(g) 貨款或勞務收支之資金收付。

Debits and credits of goods trade or labor.

(h) 對境外子公司等之直接投資，不含金融商品之投資。

Direct investments for overseas Subsidiaries, excluding investments in financial products.

### 2.2 授信目的帳戶應以授信資金撥入之方式開立，不得以匯入款方式開立帳戶。

The method of opening an account for the purpose of handling loan-related receipts and disbursements should be fund appropriation from the bank, and should not be inward remittance.

### 2.3 授信目的帳戶之資金往來對象，限開立於國際金融業務分行、本國銀行境外分支機構或境外金融

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機構之帳戶，但不得為銀行業辦理外匯業務管理辦法所稱之指定銀行帳戶。

The counter party of the accounts for the purpose of handling loan-related receipts and disbursements is limited to accounts in OBU, overseas branches of domestic banks, or foreign financial institutions. It cannot be an authorized bank account mentioned in Regulations Governing Foreign Exchange Business of Banking Enterprises.

- 2.4 立約人同意本分行得視業務需要徵提交易證明文件，以確認授信目的帳戶之運用符合法令規範，如授信目的帳戶之運用與「境內法人於國際金融業務分行開立授信目的帳戶」法令或其他相關法令不符，立約人同意本分行得暫停受理業務或將匯入款項予以退匯。

You agree the bank may collect your transaction documents to make sure if the usage of the accounts follows the related law. If the usage of the accounts for the purpose of handling loan-related receipts and disbursements violate the law of "Regulations Governing Domestic Juridical Persons Opening Accounts for the Purpose of Handling Loan-related Receipts and Disbursements in Offshore Banking Units" or other related laws, you agree the bank may suspend business relationship or return inward remittance.

- 2.5 本帳戶餘額上限為立約人於本分行授信餘額及未用授信額度加總後之二倍，如逾該上限時，本分行得予以退匯，立約人如有特定資金收付需求，得個別申請帳戶餘額上限。

The maximum account balance of the accounts for the purpose of handling loan-related receipts and disbursements in OBU is two times as much as the summation of your credit balance plus unused loan commitment with the Bank. The Bank will return inward remittance if the account balance is over the limit. In the case of specific requirement for deposit and withdrawal, you can apply to increase the account balance limit.

- 2.6 立約人擬於本分行辦理遠期外匯或換匯交易時，限以避險目的為之，承作天期不得超過一百八十天且不得展期，幣別不得涉及新臺幣；辦理交割作業時，如逾本分行核定之帳戶限額規定時，同意本分行以差額交割方式辦理，本分行並得延後支付差額交割款項。

Foreign Exchange Forward and/or Swap Transactions deal with the bank is strictly for hedging purpose, tenor must not exceed 180 days and rollover is not allowed, and the currency not involving NTD. In circumstances when the account balance is over-limit, the bank is entitled to conduct cash settlement, and has the right to credit amount payable to you at a later date.

- 2.7 立約人所為之所有指示，諸如單一文件或信函等，均需立約人之簽章，且需與立約人所留存之印鑑卡樣式符合。

All your written instructions such as slip or letter given to the bank must bear your signature(s) which matches the specimen kept in bank's file.

- 2.8 除非另有約定，在本分行收到指示正本或傳真指示之前，本分行將不會執行該指示。

Unless agreed otherwise; no instructions will be executed before bank receive your original written or facsimile instruction.

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2.9 立約人同意將所有與其本身相關之安全機制、密碼與個人身份資料等妥善保管，以防遭致盜用或詐騙使用。

You agree to keep all security procedures, codes, and your personal identifiers relating to your account(s) secret to prevent their unauthorized or fraudulent use.

2.10 立約人同意發現其留存在本分行印鑑卡上之簽章樣式可能遭到偽造時，應立即通知本分行。在未得到立約人的通知前，本分行依原簽章樣式執行立約人所為之指示均有效力。

You agree to inform the bank immediately if you know or suspect that your signature might be forged. Until you do so, you will continue to be liable for transactions in accordance with your signature, which was forged.

2.11 本分行對該指示書上授權之有效性懷疑或是該指示內容認為不夠明確時，本分行得拒絕履行立約人所為之指示。本分行認為履行該指示，將可能使本分行違反法律、慣例、規定或銀行承諾時亦同。

The bank may decline to act on any instructions if bank doubt their authenticity or do not consider them clear enough. The bank may also refuse to act if bank believe that doing so might put bank in violation of any law, regulation, rule, or obligation binding on bank.

2.12 立約人所為之指示必須以英文或中文為之。

You may give bank instructions in English or Chinese.

2.13 本分行收到立約人之指示後，於當日營業日即提供立約人所需之服務。立約人之指示，逾營業日下午三時卅分送達者，本分行將在次一營業日執行。

The bank will process your instructions the day on which bank receive them during bank's business hours/ or the following working day if they reach bank after 3:30 pm on any working day.

2.14 立約人得在本分行尚未作業之前取消指示。

You may cancel instructions given to bank before they are acted upon by bank.

2.15 立約人同意於合理的範圍內謹慎完成指示書，以免誤導本分行或易使他人偽造。

You agree to exercise reasonable care in drawing your instructions so as not to mislead bank or to facilitate forgery.

## 第三章 傳真同意條款 CHAPTER THREE FACSIMILE TRANSMITTED AGREEMENT

3.1 不論立約人與本分行前所約定指示方式為何，立約人如以傳真方式進行指示時，本項條款即優先適用。

Notwithstanding the terms of any mandate or future mandate or other agreement or course of dealing between the bank and you, this terms is applied for priority when you give the bank your instructions by facsimile.

3.2 立約人同意本分行得依立約人傳真之指示，處理立約人之帳戶往來事宜，且該傳真指示於取款憑條或其他扣款憑證、申請書等文件(下稱「指示書」)正本未送達前視同正本指示。

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The bank is requested and authorized to rely upon and act in accordance with your facsimile message. The facsimile instruction equate original instruction before the bank receives your original withdrawal slips, application forms, documents, or other communication and instructions.

### 3.3 當本分行收到立約人之傳真指示時，該指示將由有權簽章人員確認指示目的後簽名。

On receipt of the facsimile messages, the same shall be initialed by a bank's officer for purposes of identification.

### 3.4 本分行收到立約人之傳真指示時，應當立即核對指示書上之簽章是否與留存在本分行印鑑卡上之簽章樣式相符，核對無誤後，本分行將依指示書上之指示執行。

In the case of facsimile messages may be received by the bank, the bank shall verify the signatures appearing thereon and such messages may be acted upon by the bank immediately if the signatures appear to be or purport to be the same as the specimen signatures of the authorized signatories.

### 3.5 本分行收到與立約人留存在本分行印鑑卡相同簽章之指示後，將依該指示內容以本分行認為適當之方式處理下列之事項：

The facsimile instructions bearing your authorized signature(s) received by bank, the bank shall be entitled to act on or carry out such communication or instructions as fully authorized by and binding upon you and the bank shall take such steps in connections with or in reliance upon communication or instructions as the bank, may in good faith consider appropriate :

#### (a) 在本分行各帳戶間之轉帳。

To transfer funds between any of your accounts with the bank.

#### (b) 轉帳或匯款至第三人之帳戶。

To transfer funds to third-party accounts.

#### (c) 扣帳以支付銀行費用。

To debit your accounts with the bank to pay bank fee.

#### (d) 信用狀之業務。

Relating to Letter of Credit transactions.

#### (e) 與本分行交易部門換匯之議價。

Relating to transactions in foreign exchange with the bank's Treasury.

#### (f) 取得授信目的帳戶餘額之資料。

Relating to the obtaining of account balance with the bank.

#### (g) 取得例如匯率等其他相關金融資訊。

Relating to the obtaining of other banking information from the bank such as exchange rates.

### 3.6 因立約人之帳戶內餘額不足、法律或法院之命令，或是其他法律上之因素而無法執行該項指示時，本分行當無執行指示之義務。

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Provided that the bank shall not be bound to act on any communication or instructions when there is insufficient funds in any of your accounts with the bank or if the bank is prevented by law or any attachment or Court Order to restraint or has other lawful excuse from complying with any communication or instructions given or purported to be given by you.

- 3.7 因為傳真線路、傳輸設備故障、中斷或指示訊息的錯誤，致使立約人遭受之損失、費用請求或債務，本分行不負賠償責任。

The bank shall not be liable or responsible for any losses, expenses, claims or liabilities suffered by you as a result of any malfunction of the facsimile machines or any discrepancies or errors in the figures or instructions or messages.

- 3.8 立約人對其所為之傳真指示，應負完全之責任，不得主張對該指示內容或意旨不瞭解或無概念而免責。

You will accept full responsibility for all facsimile instructions given to the bank or received by the bank whether such instructions were given by you or purported to be given by you with or without your knowledge or consent.

- 3.9 立約人瞭解傳真指示上之簽名有可能遭到偽造，或是缺乏授權之風險；倘指示書上之簽章樣式無法明顯核對異常，致使本分行執行該項指示對立約人因此遭致之損失、傷害、費用請求或所發生的債務，本分行不負賠償責任。

You are aware that signature(s) on facsimile messages may be superimposed fraudulently or without proper authority when faxed to the bank and you will give the bank facsimile messages assuming such risks. The bank shall not be held liable for any losses damages, expenses, claims or liabilities suffered by you as a result of the bank acting upon facsimile messages so long as the signatures appearing on any such facsimile messages appear on verification to be or purport to be in accordance with the specimen signatures of the authorized signatories.

- 3.10 本分行依立約人所為傳真之指示辦理各項帳戶事宜，對立約人有完全拘束力。

All transactions carried out by the bank acting on your facsimiled instructions and instructions purporting to emanate from you will be binding on you from all purposes.

- 3.11 本分行執行立約人所為之指示所生之各項賠償金請求、債務、損失、成本及法律訴訟費用等，立約人同意隨時依本分行請求負擔/賠償本分行。

In consideration of the bank so doing or acting in accordance with the terms of this agreement, you undertake to indemnify the bank and to keep the bank indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs and expenses incurred or sustained by the bank of whatever nature and howsoever arising, out of or in connection with any such communication or instructions or the acting upon or carrying out of any such communication or instructions or the taking of steps in connections with or in reliance upon such communication or instructions and you will reimburse the bank any such sums on demand.

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3.12 立約人終止本約定書時，終止前所完成的各項傳真指示作業，不因終止而失其效力。

When the bank receives notice of termination from you in writing, save that such termination will not release you from liability under this agreement and indemnity in respect of any act done or performed or carried out or any step taken by the bank in accordance with the terms of this agreement prior to the date of such termination or date of receipt of such notice whichever is later.

## 第四章 存入款項 CHAPTER FOUR CREDIT

4.1 立約人得開立多幣別之國際金融業務分行授信目的帳戶，此帳戶不計息，且得以匯款及轉帳方式存提本分行所掛牌之外國貨幣。(※不能提領現金。)

You can open the accounts with various currencies. The amount in the account does not incur any interest revenue. And the account is credited/debited by remitting/transferring in quoted foreign currencies. (※No cash withdrawal is allowed.)

4.2 帳戶存入之方式如係直接轉帳、匯款或其他指示付款者，本分行將於收到款項的同一營業日入帳。Your account will be credited with the amount we receive with same day value if they are: direct credit or other paying in instructions, which are payable to you, value same day.

4.3 立約人知悉存放於國際金融業務分行授信目的帳戶之款項不屬於存款，且不受存款保險之保障。

The balance in the Bank is not deemed as “deposits” and is not secured by the “Deposit Insurance Act” .

## 第五章 提領款項 CHAPTER FIVE WITHDRAWALS

5.1 依中華民國法律規定，立約人不得提領現鈔及兌換成新台幣。

According to the law of Republic of China, you cannot withdraw cash and exchange for New Taiwan Dollar either.

5.2 立約人同意維持帳戶上之餘額，並授權予本分行得免憑取款憑條，逕行自立約人之授信目的帳戶內轉帳撥付與本分行往來所發生的各項費用。

You agree to maintain a credit balance in your accounts for the purpose of handling loan-related receipts and disbursements. You also authorize the bank to withdraw the funds from your accounts for the purpose of handling loan-related receipts and disbursements without withdrawal instruction to pay expenses for any banking business with us.

5.3 立約人同意倘因本分行或第三人之付款指示撤銷/不明確，本分行得自立約人之帳戶中扣回該已付訖款項之權利。

You agree that we reserve the right to debit your account for the amounts paid into your account by instructions, which are returned/not cleared, from bank or third party.

## 第六章 對帳單 CHAPTER SIX STATEMENT

6.1 本分行將定期提供對帳單，供立約人核對往來明細。立約人同意仔細查對其內容，如有疑問時，將儘快通知本分行處理。本分行在接獲立約人之通知並查證屬實或本分行自行發現錯帳時，將立

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即更正錯誤。

We will provide you with statements regularly, checking the entries on your accounts since your last statement. You agree to check the statement carefully and inform us of any errors, entry that is wrong/or not being made in accordance with your instructions as soon as possible. We will correct any mistake we make to your account immediately, when you tell us and we aver that it/they is/are true or we notice it/them.

- 6.2 立約人同意由本分行以統一編號歸戶後，依法令規範或銀行內部管理需要提供往來帳戶之授信目的帳戶餘額、支票存款餘額、活期存款餘額、定期存款餘額、信託帳戶交易明細(含各信託商品申購/贖回/轉換/配息)、信託帳戶餘額、信託管理費明細暨扣款通知、透過電子銀行執行之外匯轉帳轉出交易明細、衍生性金融商品未到期明細、放款餘額及其他經指定須寄發/交付客戶對帳單之業務資料合併為「綜合業務對帳單」並依約定方式寄發/交付立約人。

According to the law, regulation or Bank's internal procedure required, you agree that we combine all your business based on your ID in our Bank and issue you a Combined Account Statement in respect of all accounts, including account balance for the purpose of handling loan-related receipts and disbursements, checking account balance, demand saving account balance, time deposit balance, trust account transaction details (the trust products subscription/purchasing/ redemption / convert/ dividends), balance, management fees details, debit notice, through e-banking foreign exchange/ transfers/ transaction details, etc., the statement will be sent by your specific ways.

## 第七章 個人資料 CHAPTER SEVEN PERSONAL DATA

- 7.1 立約人或立約人之負責人、代理人或被授權人經本分行告知後，已充分了解，本分行依個人資料保護法規定：

Pursuant the Law of Personal Information Protection Act, you (including the account holder, the responsible persons, the agents and the authorized persons) understand that:

- (a)立約人或立約人之負責人、代理人或被授權人同意本分行得於辦理存款與匯款業務、外匯業務行銷、客戶管理與服務、消費者保護事務、其他契約、類似契約或法律關係管理之事務或業務、金融服務業依法令規定及金融監理需要，及其他經營合於營業登記項目或組織章程所定之業務等特定目的或其他法令許可範圍內，蒐集、處理、國際傳輸及利用立約人或立約人之負責人、代理人或被授權人之個人資料及影像(如姓名、人像、身分證統一編號、聯絡方式等，詳如各類申請書內容)。

The bank may collect, use, process, international transmit your personal information and image (including name, portrait, ID number, contract information, details of the application form etc.) at any time for the purposes of handling transactions between you and the bank, or promoting various services or business to you as follow: Deposit, remittance services, foreign exchange business marketing, customer management and service, consumer protection matters, other contracts or similar, legal affairs management, financial services regulations and supervision, and items in business registration or

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requirement by articles of association or permitted by law.

- (b)立約人或立約人之負責人、代理人或被授權人瞭解本分行利用個人資料期間包括：特定目的存續期間、相關法令所定期間(例如商業會計法等)、因執行業務所必須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)

You understand that the Bank use the personal information in the duration of a particular purpose or period specified by the relevant laws and regulations (such as Business Entity Accounting Act, etc.), processing necessary operations, separate contract. (Whichever is the longest in duration)

- (c)本分行為執行交易或操作管理，對於前項個人資料所為之蒐集、處理、國際傳輸及利用，得使用於中華民國境內、本分行通匯行所在地、未受政府機關限制之國際傳輸個人資料接收者所在地等地區。

The Bank process and use your personal information for the purposes of carrying out transactions or operational management in Republic of China, the location of our correspondent bank, the recipient location of international transmission that unrestricted by the government authority.

- (d)立約人或立約人之負責人、代理人或被授權人同意本分行得將上開資料提供予財團法人金融聯合中心、財金資訊股份有限公司、台灣票據交換所、銀行所屬金控公司、本分行通匯行或與本行有業務往來之機構、本分行業務委外機構、未受政府機關限制之國際傳輸個人資料接收者或依法有調查權機關或金融監管機關，且授權本分行亦得向前揭機構蒐集立約人或立約人之負責人、代理人或被授權人資料。

You agree that the bank may disclose above personal information to the Joint Credit Information Center, Financial Information Service Co., LTD, Taiwan Clearing House, our parent companies, our correspondent banks, any organization has business with us, outsourcing, recipient of international transmission that unrestricted by the central government authority. The bank may collect your information from the mentioned institutions.

- (e)立約人或立約人之負責人、代理人或被授權人得自由選擇是否提供個人資料予本分行，惟若立約人或立約人之負責人、代理人或被授權人拒絕提供相關個人資料或是提供不完全時，基於銀行相關業務之執行所需，立約人或立約人之負責人、代理人或被授權人瞭解本分行可能無法進行必要之審核及處理作業，導致無法提供立約人或立約人之負責人、代理人或被授權人相關服務。

You have freedom of providing personal information to us, but we may not be able to audit, process necessary operations and provide related services to you, if you provide information incompletely or reject to provide any information.

- 7.2 依據個人資料保護法規定，立約人或立約人之負責人、代理人或被授權人就個人資料得向本分行行使下列權利：

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In accordance with the law of Personal Information Protection, you can exercise the following rights:

(a)查詢、請求閱覽或請求製給複製本，而本分行依法得酌收必要成本費用；

Requesting for a review, make duplications, , and we may charge a fee;

(b)請求補充或更正，惟依法立約人或立約人之負責人、代理人或被授權人須為適當之釋明；

Request to supplement or correct the personal information with appropriate explanation;

(c)請求停止蒐集、處理或利用及請求刪除，惟依法本分行因執行業務所必須或經書面同意者，不在此限。

Request to discontinue collect, process, use or delete the personal information, except for processing necessary operations or your written agreement.

7.3 除非另有約定，立約人於本約定書上所載之住址將作為送達相關文件之用。立約人地址更動時，應以書面通知本分行更改。

The address you give us in the application form will be used as your contact address, unless you instruct otherwise. You agree to inform us of any changes or additions to that address by a written instruction.

7.4 立約人了解本分行使用電腦或其他方式，持有或處理任何與立約人之帳戶相關之資料。立約人之基本資料會嚴格的限制其用途並保存於本分行之檔案中。立約人終止本約定書時亦同。

You understand that we may hold any process, by computer or otherwise, any information given by you to us or obtained by us in connection with or as a result of, these terms and conditions and any information relating to your account ( "Personal Information" ). Personal data will be kept in bank's file for strictly limited use even if you cease to do business with us.

## 第八章 本分行之責任 CHAPTER EIGHT LIMITING BANK' S LIABILITY

8.1 本分行因執行立約人所為之指示而受有損失時，立約人應負賠償責任。

You agree to indemnify us against any loss arising from our acting upon the instruction you give us.

8.2 對於不可歸責於本分行所造成的損失，本分行不負賠償之責。所謂不可歸責於本分行之事由包括(但不限於)以下者：

We are not liable for any loss you may suffer in relation to not providing/delaying to provide banking services as a result of anything beyond our reasonable control, which includes but is not limited to:

(a)立約人與第三人間之糾紛；

dispute between you and any third party;

(b)因電力或電話業者之系統故障或是不穩定；

failure or fluctuation of power or telecommunications supplies;

(c)指示書上之錯誤或瑕疵；

any error or discrepancy in your instructions;

(d)包括但不限於機器設備與電腦硬體損害故障，或是電腦軟體遭到病毒感染與錯誤；

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breakdown in equipment including, without limitation, computer hardware, or error or virus in any software;

(e) 第三人所提供之服務延遲/不履行；與/或

any failure or delay in the supply of services to us by any third party; and/or

(f) 因天災、罷工、暴動、戰爭、政府法令變更或其他不可抗力之事由。

be ascribable to casualty, strike, commotion, war, changing of government regulations code or other events which we cannot control.

8.3 本分行因8.2款或其他理由無法執行立約人之指示直接或間接造成之損失，本分行不負賠償之責。

We shall not be liable for any direct, indirect or consequential loss if we fail to act on your instructions as a result of any of the matters referred to in this condition 8.2 or for any other reason whatsoever.

## 第九章 法律 CHAPTER NINE LAW

9.1 各項與銀行業有關之法令、判例、慣例均為本分行所遵循。除非修改或另行約定，本分行將依照本約定書內容提供各項服務。

Any banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service or by these terms and conditions.

9.2 本約定書之各項條款及解釋適用中華民國法律。

If any dispute arises between us, these terms and conditions will be read and interpreted in accordance with the law of Republic of China.

9.3 雙方同意因本約定書涉訟時，以臺灣臺北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九小額訴訟管轄法院之適用。

You and us all agree THE TAIWAN TAIPEI DISTRICT COURT is the first jurisdiction court, when we have any contentious cases relating to this terms and conditions. However this does not supersede Article 47 of the Customer Protection Act or Article 28-2、436-9 of the Code of Civil Procedure regarding litigations involving small claims and their jurisdictions.

## 第十章 結清 CHAPTER TEN CLOSING ACCOUNT

10.1 立約人在清償本分行各項積欠債務並結清全部衍生性金融商品未到期交易後，可以隨時以書面方式通知本分行終止往來。本分行接獲帳戶所有者的指示表示要結清帳戶時，本分行將遵照辦理。

You can end this agreement at any time by documents but this agreement only ends when any amounts owed on your account have been paid. Any outstanding foreign exchange forward and swap transactions shall be early terminated and close-out amount shall be paid upon termination in accordance with the provisions of the contract. We will close your account if we receive instruction to do so from all account holders.

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- 10.2 立約人同意與本分行已無授信往來時，衍生性金融商品額度視為到期，不得再於本分行承作新交易。

When the facility is terminated, you agree that the credit line for foreign exchange forward and swap transactions is deemed to expire and you cannot apply any new transactions

- 10.3 立約人同意與本分行已無授信往來時，應即結清本帳戶，惟本帳戶資金停泊時間，最長為本分行核准之授信額度有效期限或最後一筆貸放到期日(以較晚屆至者為準)加計一百八十天。

You agree that the bank could close the account when the facility is terminated. While the accounts for the purpose of handling loan-related receipts and disbursements in OBU could be used till the expiration date of credit line or the last loan maturity date plus 180 days, whichever is later.

- 10.4 立約人同意如本帳戶資金已逾最長停泊時間時，立約人應即結清本帳戶。

You agree that if the account amount has remained in the accounts for the purpose of handling loan-related receipts and disbursements in OBU for over the expiration date of credit line or the last loan maturity date plus 180 days, whichever is later, you should close the account immediately.

## 第十一章 收費與客戶服務 CHAPTER ELEVEN CHARGES AND CONSUMER SERVICES

- 11.1 立約人申請各項服務應繳納之費用標準，應依本分行「OBU 各項外匯業務收費標準」為準，除法律或主管機關另有規定外，本分行應以顯著方式公開揭示於營業場所或登載於銀行網站或書面通知；收費標準或項目調整時，應於實施日前60日通知或公告(有利立約人者不在此限)。立約人對各項服務收費表示異議時，得書面通知本分行終止本約定書。

When you apply for banking services, the bank shall collect service charges upon "First Commercial Bank OBU Charges Standard", it should be public at bank's business office or be posted at Bank's website, written notice or other ways benefit to you, and any amendments should be notified or announced to you in 60 days prior to the effective date. If you object to the service charges, you may terminate this contract by writing notices to our bank.

- 11.2 本分行致力於提供高品質的服務。然而立約人如對本分行提供之各項業務有任何建議、諮詢、紛爭及申訴，請與負責貴戶之經辦或主管反映或撥打24小時客戶服務專線：(02)2181-1111 或免付費客戶服務專線：0800-031-111 轉接專人服務。

We are committed to providing our customers with the highest possible standard of service. However, if you have any suggestions, advice, disputes, or grievance, please refer to the staff or manager who responsible for your account, or dial the 24-hour customer service line: (02)2181-1111 or toll-free complaint line: 0800-031-111.

## 第十二章 暫停及終止服務 CHAPTER TWELVE SUSPEND AND TERMINATE

- 12.1 立約人同意如有下列情事之一者，本分行除隨時暫停提供全部或部分之服務外，並得隨時以書面或其他適當方式終止本約定書事項之全部或一部分：

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You agree that the Bank may suspend all or part of transactions and business relationship and terminate this terms and conditions by documents at any time under the following circumstances:

(a)立約人遭假扣押、假處分、強制執行或其他法律處分、或有其他情事足認立約人有信用貶落或經法院、檢察署或警調單位通知該帳戶涉及違法情事時。

When you are under provisional seizure, provisional disposition, compulsory enforcement or other provisional remedies or in the event that the Bank, by its discretion, suspects your credit status depreciates or the account is noticed of being involved in illegal activities by the authorities.

(b)立約人擅自將各項服務約定之權利或義務轉讓與第三人或有違約情事發生者。

You assign or provide pledge over the creditor's right of the account to a third party without permission from the Bank.

(c)經本分行研判帳戶有疑似不當使用之虞時。

In the event that the Bank, by its discretion, suspects that the account has been allegedly misused or used for unlawful purposes.

(d)經本分行研判申請人所有之帳戶有涉及非法活動、疑似洗錢、資助恐怖主義活動時。

The Bank judges that your account involve illegal activities, suspicious money laundering and terrorist financing activities.

有前項(a)、(b)款情事發生時，本分行有權於未終止本約定書前即不經由一般取款程序，逕就立約人之授信目的帳戶為必要之處分，並以其餘額抵償立約人對本分行已發生之各項債務。

Once the above mentioned (a) or (b) situation occurs. The bank shall be entitled to dispose of the outstanding balance of your accounts and set-off such balance against sums due to the Bank without consent of you.

12.2 立約人及立約人之實質受益人、高階管理人、帳戶關係人(如代理人、代表人及被授權人等)、交易對象(以下簡稱「關係人」)如有以下情形之一者，立約人同意本分行得逕為下列之處理，以遵循防制洗錢及打擊資恐等相關法令規範:

In the event that any one of the following stipulations holds true for the contractor, beneficiary owners, senior managers, account holders of the contractor (agents, representatives, authorized persons, etc.) and counterparties (hereinafter referred to as "related parties" ), the contractor agrees that the bank be given the following treatment in compliance with the relevant laws and regulations against money laundering and terrorism:

(a)在不違反相關法令情形下，本分行如果得知或合理懷疑立約人或關係人往來資金來源自貪瀆或濫用公共資產時，得不予接受或終止業務往來關係或交易。

In the absence of a breach of the relevant laws, if the bank is informed of or reasonably suspects contractor's/ related parties' current funds to be derived from the negligence of one's duties or misuse of public assets, business relationships or transactions may be rejected or terminated.

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- (b)立約人/或關係人係受經濟制裁、資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，本分行得拒絕開戶或交易、暫時停止各項業務往來與交易、逕行關戶或終止業務往來。

In the event that the contractor/related parties, including persons, corporates, groups, terrorists or groups recognized or tracked by foreign governments or international money laundering prevention agencies, are subject to penalties, the bank may reject accounts opening or transactions, suspend all business relationships and transactions, close accounts or terminate business relationships as stipulated by the economic sanctions or Counter-Terrorism Financing Act.

- (c)立約人不配合本分行定期/或不定期審視、拒絕提供實質受益人或對立約人行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明、或本分行認為必要時(如控管風險、立約人或關係人涉及非法活動、疑似洗錢交易、或媒體報導涉及違法之特殊案件相關帳戶等)·本分行得拒絕開戶或交易、暫時停止各項業務往來與交易、逕行關戶或終止業務往來。

In the event that the contractor fails to comply with the banks' regular/irregular inspections, refuses to supply information of the beneficiary owner or persons exerting the right of control to contractor, is unsuccessful in providing an explanation on the nature and purpose of transactions and fund sources, or if the bank deems it necessary (such as risk control, contractor/related parties involvement in illegal activities, suspected money laundering transactions or media reported accounts of special illegal cases), the bank may reject accounts opening or transactions, suspend all business relationships and transactions, close accounts or terminate business relationships.