



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

### CHAPTER ONE INTRODUCTION

#### 第一章 前言

These terms and conditions, which apply to your account, or any account 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 the Bank will follow in bank’ s transactions with customer(s) (hereinafter called “you” ).

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”)·申請開立往來帳戶所訂立之契約。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。

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

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。

The information in these terms and conditions are the terms of the contract between you and bank. You have right to review 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 are applicable as well. (※Attention: In case of any discrepancy between the English and the Chinese version, the Chinese version shall prevail.)

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。)

Clients who still utilize their accounts 7 days after publication or notification of the amendment or supplementation to this agreement will be deemed to agree this amendment or supplementation.

本分行修改或增訂本約定事項時，經公告或通知送達存戶七日後，存戶仍繼續使用本帳戶者，視為承認該修改或增訂事項。

If clients do not agree amendment or supplementation to this agreement, clients can terminate this agreement by notifying the Bank in written formation within 7 days after the announcement or notice delivered. However, the clients shall remain liable for liability, lien or other encumbrance to the Bank before the termination.

存戶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。但對於終止前存戶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。

Notification or letter of the Bank to clients is delivered according to the communication address written on clients’ First Commercial Bank Offshore Banking Branch Deposit Account Application Form or to the address assigned on written formation of clients. After the ordinary mailing time, such dispatch shall be deemed effectively served on clients in accordance with this agreement.

本分行對存戶所為之通知或函件，依存戶於第一商業銀行國際金融業務分行境外存款帳戶往來開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，即視為已送達於存戶。



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

### CHAPTER TWO INSTRUCTIONS

#### 第二章 指示

2.1 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.

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簽章卡樣式符合。

2.2 Unless otherwise agreed between the Bank and you, no instructions will be executed before the Bank receives your original written or facsimile instruction.

除非另有約定，在本分行收到正本或傳真指示之前，本分行將不會執行該指示。

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

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。

2.4 You agree to inform the Bank immediately if you know or suspect that your signature might be forged. You will still be liable for transactions in accordance with your signature until you inform the Bank.

立約人同意發現其留存簽章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。

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

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。

2.6 You may give the Bank instructions in English or Chinese.

立約人所為之指示必須以英文或中文為之。

2.7 The Bank will process your instructions on the same day as the Bank receives them during the Bank's business hours. If instructions reach the Bank after 3:30 pm on any business day, the Bank will process the instructions on the following business day.

本分行收到立約人之指示後，於當日營業日即提供立約所需之服務。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。

2.8 You may cancel instructions before they are processed.

立約人得在本分行尚未作業之前取消指示。

2.9 You agree to exercise instructions carefully and reasonably so as not to mislead the Bank or to facilitate forgery.

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。

### CHAPTER THREE FACSIMILE TRANSMITTED AGREEMENT

#### 第三章 電話傳真同意條款

3.1 These terms and conditions prevail in first priority as your instruction is given by facsimile, notwithstanding any instruction agreement dealt between the Bank and you.



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

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

- 3.2 The Bank is requested and authorized to rely upon and act in accordance with any communication or instructions given by your facsimile message and **the facsimile instruction equates original instruction before the Bank receives your original instruction.**

立約人同意本分行得依立約人電話傳真之指示，處理立約人之帳戶往來事宜，且該電話傳真指示於正本未送達前視同正本指示。

- 3.3 When the Bank receives your facsimile messages, the authorized bank officers shall confirm instruction purposes and sign.

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

- 3.4 When the Bank receives your facsimile messages, 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.

本分行收到立約人之電話傳真指示時，應當立即核對指示書上之簽章是否與留存之簽章樣式相符，核對無誤後，本分行將依指示書上之指示執行。

- 3.5 Once the Bank receives facsimile instructions bearing your authorized signature(s), 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 :

本分行收到與立約人留存在本分行簽章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:

- (a) To transfer funds between any of your accounts with the Bank.

在本分行各帳戶間之轉帳。

- (b) To transfer funds to third-party accounts.

轉帳或匯款至第三人之帳戶。

- (c) To debit your accounts with the Bank to establish foreign currency time deposits.

扣帳轉存為本分行掛牌之其他外匯定期存款。

- (d) To debit your accounts with the Bank to pay bank fee.

扣帳以支付銀行費用。

- (e) To credit your accounts with the Bank to liquidate foreign currency time deposits.

於外匯定期存款解約時存回立約人之外匯活期存款。

- (f) Relating to Letter of Credit transactions.

信用狀之業務。

- (g) Relating to transactions in foreign exchange with the Bank's Treasury.

與本分行交易部門換匯之議價。

- (h) Relating to the obtaining of account balance with the Bank.

外匯存款餘額之資料獲得。

- (i) Relating to the obtaining of other banking information from the Bank such as interest rates.

取得例如利率等其他相關金融資訊。



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

3.6 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.

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。

3.7 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.

因為傳真機功能損害或指示訊息的錯誤，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。

3.8 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.

立約人對其所為之電話傳真指示，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。

3.9 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.

立約人瞭解電話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。

3.10 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.

本分行依立約人所為電話傳真之指示辦理各項帳戶事宜，對立約人有完全拘束力。

3.11 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.

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。

3.12 When the Bank receives notice of termination from you in written form, such termination will not release you from liability under this agreement and indemnity in respect of any acts done or



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

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.

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

### CHAPTER FOUR DEPOSITS/CREDIT

#### 第四章 存款

4.1 You can apply to open the following deposit accounts in various currencies:

立約人得開立以下多種幣別帳戶：

(a) Demand saving account: a customer can deposit by remitting/transferring in quoted foreign currencies. (※No cash withdrawal is allowed.)

外匯活期存款：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。)

(b) Time Deposit: a deposit that is payable on a specified date or at the expiration of a specified time after the date of deposit in foreign currencies. (※No cash withdrawal is allowed.)

外匯定期存款：本分行於該存款定有一定時期，存入後至指定到期日或到期日屆滿後，始為給付。(※不能提領現金。)

4.2 If payments are paid into your account through direct transfer, remittance or other payment instructions, the Bank will credit your account on the same business day when the Bank receives the payment.

帳戶存入之方式如係是直接轉帳存款、匯款或其他指示而得付款者，本分行將於收到款項的同一營業日入帳。

4.3 We will calculate interest on the amount you have in your demand saving account in accordance with bank's interest rate. Interest will be calculated on 20th of June and December and paid into your account on next Business day. We will automatically pay you interest on your account.

本分行將依立約人之活期存款餘額按本分行牌告利率計息。該利息於每年六月廿日及十二月廿日各結算乙次；並於次一營業日自動存入立約人之外匯存款帳戶內。

4.4 All Time Deposits in the Bank will be renewed automatically for the same period unless you instruct us otherwise. If no contrary instructions are received by the Bank, you, the undersigned, hereby authorize the Bank to automatically renew the principle of time deposits together with accrued interest on due date without further notice at the Bank's published interest rate prevailing on one business day before maturity and with the original tenor.

除非立約人另有指示，否則，辦理之外匯定期存款於到期日時均自動轉期。立約人，即簽名人，茲授權本分行在未收到立約人之相反指示時，將外匯定期存款本息於到期日時依原存款期限，自動轉期，並依本分行到期日前一營業日之牌告利率計息，不須另行通知。

4.5 In case the Time Deposit is charged in favor of the Bank as security for the payment and discharge of obligations or liabilities of the Depositor or third party, the Depositor confirms and undertakes that the letter of pledge or deposit charge as executed previously by the Depositor shall remain in full force and effect as a continuing security for the payment and discharge of the obligations or liabilities, the Time Deposit is automatically renewed even though the Time Deposit Confirmation is not duly signed by the Depositor. The Depositor pledges his/her Time Deposit



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

to the Bank for loan as well.

外匯定期存款提供本分行設定質權，以作為立約人或第三人對本分行債務履約或還款之擔保者，縱該筆設質之外匯定期存款已經自動轉期，質權仍存在於轉期部分，且該相關之外匯定期存款確認書未經立約人簽名，之前所簽訂之擔保物提供證或質權設定通知書仍然有效。立約人以外匯定期存款辦理質借者亦同。

4.6 All deposits in the Bank are not secured by the "Deposit Insurance Act".

立約人知悉存放於國際金融業務分行之存款，不受存款保險之保障。

### CHAPTER FIVE WITHDRAWALS

#### 第五章 提款

5.1 According to the law of Republic of China, you **cannot withdraw cash and exchange for New Taiwan Dollar either**. But you may transfer/remit the funds to another bank.

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**。但可以辦理轉帳/匯款至其他銀行。

5.2 No premature withdrawal for Time Deposit is permitted. However, you may apply for premature withdrawal if you notify the Bank 7 days in advance, and the interest shall be calculated in accordance with "First Commercial Bank Regulation for Pledge and Premature Withdrawal of Time Deposit"

外匯定期存款在到期日前不得取款。但是提早七日通知，立約人則可以辦理中途解約，利息之計算方式按照本行公布之「定期儲蓄存款質借及中途解約辦法」辦理。

5.3 You agree to maintain a credit balance in your demand saving account. You also authorize the Bank to withdraw money from your demand saving account without withdrawal slips to pay related banking expenses.

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，逕行自立約人之外匯活期存款帳戶內轉帳撥付與本分行往來所發生的各項費用。

5.4 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.

立約人同意倘因本分行或第三人之付款指示之撤銷/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。

### CHAPTER SIX STATEMENT

#### 第六章 對帳單

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

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，將立即更正錯誤。

6.2 In accordance with regulatory requirements or the Bank's internal management requirements,





## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

you agree that we combine all your business based on your ID in the Bank and issue you a consolidated statement in respect of all accounts, including Checking account balance Demand saving account balance, Time deposit balance, Trust account transaction details (the trust products subscription/purchasing/ redemption / convert/ dividends), Trust account balance, Trust account management fees details and debit notice, e-banking foreign exchange/ transfers/ transaction details, outstanding derivative products statements, loan balance, and other business information, etc. The statement will be sent by your specific ways.

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。

- 6.3 You agree to verify the validity of the mailing address and email address registered at the Bank, and notify the Bank immediately when there is a change. **You agree that you shall validate the email address with the method provided by the Bank when applying or changing the email address after January, 1, 2022. Where you did not complete the verification, you agree the Bank shall change the delivery of consolidated statements from email to picking up personally.** Where there are losses caused by an error in the mailing address or email address registered by you at the Bank or where you delay in notifying the Bank of a change in the mailing address or email address, or where you did not complete the verification of the email address, the losses shall be borne solely by you and the Bank shall not be affected.

立約人同意先行確認留存於本分行之通訊地址及電子郵件信箱之正確性，並於變更時立即通知本分行。

**立約人同意自2022年1月1日起新申請或變更電子郵件信箱，應以本分行所提供之方式完成驗證電子郵件信箱後始能生效，倘未完成驗證電子郵件信箱，立約人同意得改至本分行親自領取實體綜合業務對帳單。如因立約人留存之通訊地址或電子郵件信箱錯誤或怠於通知本分行通訊地址或電子郵件信箱變更或未完成驗證電子郵件信箱所衍生之損害，由立約人自行負責，概與本分行無涉。**

## CHAPTER SEVEN PERSONAL DATA

### 第七章 個人資料

- 7.1 Pursuant the Law of Personal Information Protection Act, you (including depositor, director(s), and authorized person) understand that.

立約人或立約人之董事/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。

- (a) **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 requirement by articles of association or permitted by



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

law.

立約人或立約人之董事/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董事/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)。

- (b) You understand that the Bank uses 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)

立約人或立約人之董事/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)

- (c) The Bank processes and uses 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.

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。

- (d) 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 is authorized to collect your information from the mentioned institutions as well.

立約人或立約人之董事/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，且亦授權本分行得向前揭機構蒐集立約人或立約人之董事/代理人或被授權人資料。

- (e) 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 reject to provide related personal information or you provide information incompletely.

立約人或立約人之董事/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董事/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，立約人或立約人之董事/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董事/代理人或被授權人相關服務。

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

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





## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

(a) Inquiry, request to review, and duplication, and the Bank may charge necessary fee;

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；

(b) Request to supplement or correct. However, you (including depositor, director(s), and authorized person) should provide appropriate explanation;

請求補充或更正，惟依法立約人或立約人之董事/代理人或被授權人須為適當之釋明；

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

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。

7.3 The address you provide on 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.

除非另有約定，立約人於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。

7.4 You understand that the Bank may hold or process any account information (personal information) through computer or any other process. Your personal information will be kept in bank's file strictly for limited usage, even if you terminate this agreement.

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。

### CHAPTER EIGHT LIMITING BANK' S LIABILITY

#### 第八章 本分行之責任

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

本分行因執行立約人所為之指示而受有損失時，立約人保證負賠償責任。

8.2 The Bank is not liable for any loss not caused by the Bank. The conditions of disclaim includes, but not limited to:

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：

(a) industrial dispute;

工業糾紛；

(b) failure or fluctuation of power or telecommunications supplies;

因電力或電話業者之系統故障或是不穩定；

(c) any error or discrepancy in your instructions;

指示書上之錯誤或瑕疵；

(d) breakdown in equipment including, but not limited to, virus infection of any software or computer hardware errors;

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；

(e) any failure or delay caused by any third party services; and/or

第三人所提供之服務延遲/不履行；與/或

(f) be ascribable to casualty, strike, commotion, war, changing of government regulations code or



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

other events which we cannot control.

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。

8.3 The Bank shall not be liable for any direct, indirect or consequential loss if we fail to execute your instructions as a result of any matters referred to section 8.2 in this agreement or for any other reason.

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。

### CHAPTER NINE LAW

#### 第九章 法律

9.1 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.

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。

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

本約定書之各項條款及解釋適用中華民國法律。

9.3 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.

雙方同意因本約定書涉訟時，以台北地方法院為第一審管轄法院。

### CHAPTER TEN CLOSING ACCOUNT

#### 第十章 結清

You can terminate this agreement at any time in written formation when you have paid off any amounts owed by your account. The Bank will close your account if we receive account holders' instructions to do so.

立約人在清償各項積欠債務後，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。

### CHAPTER ELEVEN CHARGES AND CONSUMER SERVICES

#### 第十一章 收費與客戶服務

11.1 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 the Bank.

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。



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

11.2 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.

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存款業務有任何建議、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。

### CHAPTER TWELVE SUSPEND AND TERMINATE

#### 第十二章 暫停及終止服務

12.1 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:

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：

(a)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.

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。

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

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。

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

經本分行研判帳戶有疑似不當使用之虞時。

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

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。

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 your consent.

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，逕就立約人之存款帳戶為必要之處分，並以其存款餘額抵償立約人對本分行已發生之各項債務。

12.2 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:



## 第一商業銀行國際金融業務分行境外存款帳戶開戶往來約定書

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:

- (a) 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.

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。

- (b) 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.

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。

- (c) 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.

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。