

線上外幣匯出匯款服務約定事項

請您辦理外幣匯出匯款前閱讀本服務之約定事項所有內容。如您點選「同意」或類似語意之選項，或使用本行網路銀行辦理外幣匯出匯款，即視為您已詳閱瞭解並同意本服務之約定事項。

- 一、申請人同意本行得自行選定任何存匯銀行或通匯銀行為轉匯行或解款行，惟對於該等銀行所致任何錯誤、疏忽、損失、遲延或其他原因，本行均不負任何責任，惟本行應予以協助追查，所衍生之費用均由申請人負擔。
- 二、電匯匯款於發送電文時，倘因電訊設備、線路傳遞等故障，或因其他不可抗力原因，致遲延送達或無法送達解款銀行或受款人，本行均不負任何責任。本行協助辦理退匯、轉匯或重匯時，其所需之手續費、郵電費及相關銀行所收取之費用均由申請人負擔。
- 三、本行得以原幣或以當日賣出匯率兌換為任何本行所掛牌之外幣匯出；中間行(含匯款所經之收電/轉匯/通匯/設帳/存匯等金融機構)及解款行得以原幣或以該銀行當日買入匯率兌換成當地貨幣，付款予受款人或逕入受款人帳戶。與本筆匯款有關之兌換損失及銀行費用與成本，均由申請人負擔。
- 四、匯出匯款於中間行及解款行轉匯或解款時，依當地銀行慣例將由中間行及解款行自匯款金額內扣取相關費用，此部分均由受款人負擔。
- 五、解款行將匯款款項付予受款人後，除經受款人同意退匯外，本行無義務退還款項予申請人；倘該匯款款項尚未解付時，本行得俟收到轉匯行或解款行同意取消匯款之確認後，再將款項退回予申請人，相關款項差額及匯率差價均由申請人負擔。
- 六、申請人及申請人之實質受益人、高階管理人、帳戶關係人(如代理人、代表人、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，申請人同意本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：
 - (一) 在不違反相關法令情形下，本行倘得知或合理懷疑申請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。
 - (二) 申請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。
 - (三) 申請人不配合本行定期或不定期審視、拒絕提供實質受益人或對申請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、或本行認為必要時(如控管風險、申請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。
- 七、倘受款人或受款地區被存匯銀行或通匯銀行認定為黑名單，致款項遭凍結者，相關風險均由申請人自行負擔，概與本行無關。
- 八、倘因天災或其他不可抗力因素，致本行牌告匯率暫停公告或外匯相關單位停止營業時，本行將暫停受理本服務。

- 九、倘因申請人匯款資料錯誤、不符法規或主管機關規定，或不可歸責本行等因素，致本行無法執行匯款作業，本行得逕予取消該匯款交易，並將原扣收款項存回申請人任一存款帳戶，如因而產生相關費用(例如兌回新臺幣之匯率損失)應由申請人自行負擔，本行有權自前述帳戶扣取相關費用。
- 十、本行得依個人資料保護法(包含其嗣後修訂實施之相關法令)，在主管機關規定承辦之業務等特定目的下，蒐集、處理暨利用申請人之個人資料。
- 十一、申請人應遵守有關法令及國際金融機構匯款慣例，其餘未盡事宜悉依本行官網公告之「網路銀行業務服務契約」、「第 e 金網/個網業務約定事項」及「線上外幣匯出匯款服務約定事項」最新版本內容辦理。

Agreement for Outward Remittance Service of Foreign Currency through Online Banking

Please read the agreement before processing outward foreign currency remittances. By clicking “Agree” or any similar option, or by using the bank’s online banking service to process outward foreign currency remittances, you are deemed to have thoroughly read, understood, and agreed to the terms and conditions of this service.

1. The applicant agrees that First Commercial Bank, Ltd. (hereinafter referred to as the “Bank”) may select any nostro bank or correspondent bank as the intermediary or beneficiary bank at its discretion. The Bank is not responsible for any errors, negligence, losses, delays, or other issues caused by such banks. However, the Bank will assist in tracing the issue, and any related costs will be borne by the applicant.
2. When sending a telegraphic transfer message, the Bank will not be held responsible if the message delayed or cannot be delivered to the beneficiary bank or payee due to malfunctions in telecommunications equipment, line transmission, etc., or any force majeure reasons. When the Bank assists in processing refunds, transfers or remittances, the required handling fees, postal and telecommunications charges and fees charged by the relevant banks shall be borne by the applicant.
3. The outward remittance may be processed in original foreign currency or in any other quoted foreign currency exchanged by the Bank at the prevailing selling rate on the day of transaction. In addition, the remittance may be paid to the beneficiary or credited to the beneficiary’s account directly in original foreign currency or in local currency exchanged by intermediary banks (including nostro bank, correspondent bank...etc.) at the prevailing buying rate of the respective bank. The applicant shall bear any exchange rate losses, as well as all related bank fees and costs incurred in connection with this remittance.
4. When intermediary banks or beneficiary banks process the remittance, they may deduct related fees from the remitted amount according to local banking practices. Such fees will be borne by the payee.
5. Once the beneficiary bank has paid the funds to the payee, the Bank is under no obligation to refund the applicant unless the payee returns the funds. If the remittance has not been paid, the Bank may refund the applicant only after receiving confirmation from the intermediary or beneficiary bank that the remittance has been canceled. Any differences in amounts or exchange rates will be borne by the applicant.
6. If the applicant, the applicant's beneficial owner, senior management, related parties (such as agents, representatives, or authorized persons, etc.) or transaction counterparties (collectively referred to as

"related parties") are found to be involved in any of the following situations, the applicant agrees that the Bank may take the following actions to comply with anti-money laundering (AML) and counter-terrorist financing regulations:

- (1) Without violating any applicable laws, if the Bank learns or reasonably suspects that the applicant or any related party has funds originating from corruption or misuse of public assets, the Bank may refuse to accept or terminate the business relationship or transaction.
- (2) If the applicant or any related party is designated by economic sanctions or anti-terrorism laws as a sanctioned individual, entity, or group, or is identified by foreign governments or international anti-money laundering organizations as a terrorist or terrorist organization, the Bank may refuse account-opening or transactions, suspend all business dealings, or close the account and terminate the relationship.
- (3) If the applicant or any related party fails to cooperate with the Bank's regular/irregular inspections, refuses to provide information of the beneficial owner or persons exercising control over the applicant, is unwilling to explain the nature and purpose of the transaction or the source of funds, or if the Bank deems it necessary (e.g., risk control, the applicant or related party is involved in illegal activities, suspected money laundering transactions, or media reports indicating illegal activities related to relevant accounts), the Bank may refuse account-opening or transactions, suspend all business dealings, or close the account and terminate the relationship.
7. If the beneficiary or the beneficiary's country/region is designated as a blacklist by the nostro bank or the correspondent bank, resulting in the remittance being frozen, any related risks shall be borne solely by the applicant and are unrelated to the Bank.
8. In the event of natural disasters or other force majeure factors that cause the Bank's listed exchange rates temporarily unavailable or FX business units to cease operations, the Bank will suspend outward remittance services.
9. If the Bank is unable to process the remittance operation due to errors in the remittance information provided by applicant, non-compliance with applicable laws and regulations, or factors not attributable to the Bank, the Bank may cancel the transaction and return the funds to the designated debit account. Any related fees (e.g., exchange rate losses when converting back to NTD) will be borne by the applicant. The Bank has the right to deduct relevant fees from the account.
10. The Bank may collect, process, and use the applicant's personal data in accordance with the Personal Data Protection Act (and its amendments) for specific purposes as required by competent authority when conducting regulated business.
11. The applicant should abide by applicable laws and international remittance practices. Any matters not covered in this agreement shall be handled in accordance with the latest version of the "the Online Banking Services Agreement", "the e-Banking / i Bank Services Terms and Conditions", and

“Agreement for Outward Remittance Service of Foreign Currency through Online Banking” published on the Bank’s official website.