



第一銀行 First Bank

存款業務/黃金存摺約定書

【版本：202606】

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 第一銀行 First Bank 存款業務/黃金存摺約定書

申請人為因應與第一商業銀行股份有限公司(以下簡稱貴行)各類存款及往來業務需要,特將所往來之各類契約合併簽訂本存款業務/黃金存摺約定書(以下簡稱本約定書)如下,除願遵守共同約定事項外,並同意於各服務項目適用之範圍內,遵照個別約定事項之條款履行,如個別約定事項與共同約定事項牴觸者,悉以個別約定事項之約定為準:

壹、共同約定事項

- 一、申請人開立各項帳戶時,須依照「姓名條例」等相關規定使用本名,如係商號、公司等法人,應填明負責人姓名。嗣後留存於貴行之資料遇有更正時,應以書面簽蓋原留印鑑通知貴行。未成年人不得開立支票存款帳戶,未成年人申請開立支票存款以外之其他存款帳戶,應經其全部法定代理人書面同意。倘未成年人因受僱於公民營企業為轉帳劃薪需要開立活期性存款帳戶(不包括支票存款、綜合存款),經該未成年受僱人之雇主出具證明書,證明其雇傭關係業經未成年人之法定代理人同意者,得不須再經法定代理人允許或承認。如法令變更,申請人同意本約定亦隨之變更。
- 二、印鑑
申請人於簽署本約定書並首次開立帳戶所留存之往來印鑑一份,原則上適用各項存款帳戶、信託、保管箱、其他帳戶或就上述業務授權他人辦理之授權書類;如另有約定留存者,從其約定。申請人在貴行各項存款所簽蓋有關之書件或取款憑證所簽蓋印鑑,貴行如已盡善良管理人之注意義務辨別核對,認為與申請人原留印鑑相符而處理或支付之後,如有因印鑑、書件之遺失、盜用、詐欺、偽造、變造或塗改等情事而發生之損失,概與貴行無涉。申請人之印鑑,如有遺失或損毀時,請立即向貴行辦理掛失或變更手續,但在申請人向貴行辦妥掛失止付書面申請以前存款被領取,不論是否被人冒領,概由申請人負責。申請人之印鑑如因遺失、被竊或其他情事等,由第三人持有,致第三人以偽造申請人之印鑑冒領,非肉眼所能辨認須付款者,應對申請人生清償之效力,貴行概不負責。申請人向貴行申請印鑑更換、印鑑掛失止付兼更換、更換戶名(含申請人/承租人之代表人)印鑑時,新印鑑啟用之當日仍有用舊印鑑與貴行往來,在貴行當日尚未收到申請書前已予付款、交付、開箱或准為某種行為者,貴行不負任何責任。但申請人前於貴行以舊印鑑所定各種契約及擔保仍屬有效。
- 三、存摺、存單、金融卡、憑證資料、印鑑、取款碼及各業務使用密碼等應分開妥善保管及保密,如因遺失、被竊等在未向貴行辦妥掛失止付前,所支付之款項,而貴行不知係冒領者,對申請人仍有清償之效力。
- 四、申請人取款應憑存摺與取款憑條簽蓋原留印鑑或以約定方式取款。
- 五、申請人使用電子銀行交易、線上結清銷戶、約定轉帳扣繳或與貴行約定之無摺交易,其紀錄在未經補登於存摺前,如存摺餘額與貴行帳上不符時,概以貴行帳上餘額為準。但經申請人核對貴行提出之交易紀錄,不符部分經貴行查證確為貴行之錯誤時,貴行應更正之。申請人未登摺交易筆數累計達 300 筆時(筆數得依貴行業務需求調整),貴行得濃縮整併為一筆交易明細。
- 六、貴行有權將申請人因各項交易所應償付貴行之融資、利息、延滯息、違約金、佣金及費用記入帳戶借方並授權貴行得隨時就申請人之存款主張抵銷,以之償付申請人應付貴行之各種款項。申請人應依貴行之要求,隨時提供貴行為依上述約定抵銷存款所需之文件。
- 七、申請人同意貴行所為之通知,以電話、網際網路、親自送達或平信寄達申請人留存於貴行之通訊地址,或申請人另行以書面指定之其他地址,且依該地址為寄送後,經通常郵遞時間,即視為已依約送達。但申請人對貴行所為之通知應以書面送達,且於貴行實際收受後始視為已合法送達。
申請人之地址等資料如有變更,應即以書面或其他約定方式通知貴行,如未通知,而貴行依申請人原留存之地址或寄送方式寄送相關文書者,視為已合法送達,申請人絕無異議。
貴行之相關文書發出後,經通常之郵遞期間,即視為已合法送達。貴行依據申請人與貴行約定之地址寄送相關文書而遭退件,貴行得改寄相關文書到申請人留存於貴行之戶籍地址,如寄送到戶籍地址後仍遭退件時,貴行得停止寄送,申請人絕不異議,然申請人要求貴行補提供相關文書時,貴行得以要求當時貴行可行之方式及內容提供予申請人。
- 八、申請人同意本約定書約定條款有異動時或貴行所提供之服務項目、服務時間、轉帳範圍、金額、次數之限制及於貴行資訊系統故障狀態下之提款等,除必須另行約定者外,貴行有權依金融監督管理委員會或財金資訊股份有限公司有關規定之變更而調整或增修之,並得以貴行網站、電子郵件、簡訊或於貴行國內各營業單位以公告、業務簡介、海報、金融資訊系統之電傳螢幕顯示設備、多媒體叫號看板系統等方式公告周知,申請人不論是否知悉,貴行均不須再另以書函通知,申請人絕無異議;除貴行另有規定外,申請人無須另行申請,即可使用新增或變更之服務項目,申請人一旦使用該服務項目時,即視為申請人同意依貴行所公告新增或變更之事項辦理。
- 九、申請人對於申請之服務項目如需查詢、變更、註銷、掛失、終止或結清等,以及留存於貴行資料如有更動,應另填具申請書或依貴行規定之程序辦理(例如:申請人致電客服專線經核對身分作業後查詢存款餘額、自行登入網路銀行辦理結清銷戶等),如未即時依規定程序辦理而致不便或損害,由申請人自行負責。
- 十、申請人資料之使用及委外作業
(一)申請人同意:
 - 1.貴行得將其支票存款戶之開戶日期、法人資本額、營業額、存款不足之退票紀錄、撤銷付款委託紀錄及是否被票據交換所列為拒絕往來等各項有關票據信用之資料在法令所允許之範圍內提供予同業、財團法人聯合徵信中心、有關徵信單位、政府機構查詢、鍵檔。
 - 2.貴行得將其綜合存款質借業務相關個人資料在法令所允許之範圍內提供予財團法人聯合徵信中心、有關徵信單位、政府機構查詢、鍵檔。

(二) 申請人茲同意貴行得將申請人與貴行往來交易業務及作業，委由第三人代為處理。

(三) 個人資料運用告知事項

由於個人資料之蒐集，涉及申請人的隱私權益，貴行向申請人蒐集個人資料時，依據個人資料保護法規定，應明確告知申請人下列事項：

1. 蒐集個人資料之目的

(1) 022 外匯業務、035 存款保險業務、036 存款與匯款業務、040 行銷、059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用、060 金融爭議處理、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、067 信用卡、現金卡、轉帳卡或電子票證業務、069 契約、類似契約或其他法律關係管理之事務、082 借款戶與存款戶存借作業綜合管理、090 消費者、客戶管理與服務、091 消費者保護、098 商業與技術資訊、104 帳務管理及債權交易業務、112 票據交換業務、136 資(通)訊與資料庫管理、137 資通安全與管理、157 調查、統計與研究分析、181 其他經營合於營業登記項目或組織章程所定之業務及 182 其他諮詢與顧問服務。

(2) 美國外國帳戶稅收遵從法(Foreign Account Tax Compliance Act, 簡稱 FATCA)遵循業務(即為依法辨識美國稅務居民身分別，暨向美國當局或其他法定對象申報美國稅務居民海外帳戶資料之相關業務): 財稅行政/稅務行政。

(3) 犯罪預防(包括但不限於執行全球洗錢防制及打擊資恐措施)及刑事偵查。

2. 蒐集之個人資料類別如下，以及其他詳如相關業務申請書或契約書之內容，並以貴行與申請人往來之相關業務、帳戶或服務及自申請人或第三人處(例如：財團法人金融聯合徵信中心，或本條第三(三)4.所列個人資料利用之對象等)所實際蒐集之個人資料為準，且包括現在及未來提供或變更之資料：

(1) 基本資料：包含申請人的姓名、性別、出生年月日、身分證統一編號、婚姻、家庭情形、教育、職業、聯絡方式(如:通訊電話/地址/電子郵件信箱)、生物特徵(包含但不限於人像、指紋、指靜脈)等資料。

(2) 帳務資料：包含申請人的帳戶號碼(包含貴行/他行被約定轉入之金融機構帳戶)或類似功能號碼、存款帳號、交易帳戶號碼、前揭帳戶被約定為轉入帳戶之次數、信用卡帳號、帳戶狀態(包括但不限於警示帳戶、衍生管制帳戶、銷戶資訊)、存借款及其他往來交易資料及財務情況等資料。

(3) 信用資料：包含退票紀錄、註銷紀錄、拒絕往來紀錄及業務經營狀況、信用卡繳款紀錄、貸款攤付本息紀錄等資料。

(4) 投資資料：包含投資或出售投資之標的、金額及時間等資料。

(5) 保險資料：包括投保保險種類、年期保障期間、繳費期間、保額、繳費方式、理賠狀況、拒保記錄及網路投保業務等相關資料。

(6) 行動及網路媒體資訊：行動裝置識別碼、行動裝置位置、社群網路資訊、網際網路協定(IP)位址、網際網路瀏覽軌跡、Cookie 等。

3. 個人資料之來源(經貴行間接取得之個人資料者適用)：

申請人之法定代理人、輔助人，或經由與貴行共同行銷或交互運用客戶資料之公司、與貴行合作推廣業務之公司，或其他與貴行有業務往來之機構等。

4. 個人資料利用之期間、對象、地區及方式

(1) 期間：特定目的存續期間/依相關法令所定(例如商業會計法等)/因執行業務所必須之保存期間/依個別契約就資料保存所定之保存年限。(以期限最長者為準)

(2) 對象

A. 貴行(含受貴行委託處理事務之委外機構)/依法令規定利用之機構(例如：貴行母公司或所屬金融控股公司之其他子公司等)/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、信用卡國際組織、收單機構暨特約商店等)/依法有權機關(例如：司法機關、警察機關)或金融監理機關/美國財政部或司法部、美國國稅局。

B. 申請人相關業務申請書或契約書內容所同意之對象(例如：貴行共同行銷或交互運用客戶資料之公司、與貴行合作推廣業務之公司等)。

(3) 地區：上述(2)所列之利用對象其國內及國外所在地，並得以國際傳輸至境外。

(4) 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。

(四) 依據個人資料保護法第三條、拒絕商業行銷指引之規定，申請人就貴行保有申請人之個人資料得行使下列權利：

1. 除有個資法第十條所規定之例外情形外，得向貴行查詢、請求閱覽或請求製給複製本，惟貴行依個資法第十四條規定得酌收必要成本費用。

2. 得向貴行請求補充或更正，惟依個資法施行細則第十九條規定，申請人應適當釋明其原因及事實。

3. 貴行如有違反個資法規定蒐集、處理或利用申請人之個人資料，依個資法第十一條第四項規定，申請人得向貴行請求刪除、停止蒐集、處理或利用。

4. 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向貴行請求停止處理或利用申請人之個人資料。惟依該項但書規定，貴行因執行業務所必須，或經申請人書面同意，並註明其爭議者，不在此限。

5. 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，得向貴行請求刪除、停止處理或利用申請人之個人資料。惟依該項但書規定，貴行因執行業務所必須或經申請人書面同意者，不在此限。

6. 申請人知悉貴行已將行銷約定變更之方式公告於官網，且申請人得隨時拒絕貴行之行銷行為，貴行並將依申請人之意願及範圍停止行銷，其後非經申請人再為通知或更改意願，將不再對申請人為行銷。

(五) 申請人欲行使上述提及之相關權利時，得向貴行各營業單位或客服專線(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)查詢行使方式。

(六) 申請人理解並同意貴行在美國境內銀行設有帳戶，並為遵守 2021 年美國國防授權法案第 6308 條規定，一旦應美國財政部長或總檢察長傳票的要求，貴行得向他們提供 貴行在美國境內銀行帳戶或貴行任何帳戶與申請人有關的記錄，而這些帳

- 戶紀錄係作為(1)對違反美國刑法的任何調查；(2)對違反美國法典第 53 章第二小章的任何調查；(3)民事沒收訴訟；或(4)根據美國法典第 5318A 條進行調查。
- (七)申請人得自由選擇是否提供上述個人資料，惟申請人瞭解若拒絕提供個人資料貴行可能無法進行必要之業務審核或作業，而無法提供申請人相關服務或無法提供較佳之服務。另如申請人不同意依 FATCA 規定提供資料或提供資料不足，貴行必須依 FATCA 規定將申請人帳戶列為 FATCA「不合作帳戶」(Recalcitrant Account)而得自存入申請人名下屬 FATCA 法案所規範金融商品特定帳戶之美國來源所得款項中扣繳百分之三十(30%)，貴行並得依約對申請人提前終止所有屬 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。
- (八)申請人同意貴行提供各項業務、金融商品或服務的相關訊息，及寄送各項業務之消費、行銷或優惠活動訊息。
- (九)申請人如屬虛擬通貨平台及交易業務事業者，且委託貴行提供金流服務，於貴行為對平台使用者進行審查及交易監控之目的時，為符個人資料保護法，申請人應事先告知平台使用者有關貴行對其個人資料蒐集、處理及利用之事宜且取得其同意。惟如既有申請人對現有客戶尚未取得上述同意者，應於貴行官網公告日起三個月內補徵提。
- 十一、申請人同意貴行、財團法人金融聯合徵信中心、財金資訊股份有限公司、台灣票據交換所及其他經金融監督管理委員會指定或與貴行因業務需要訂有契約之機構，於其營業登記項目或章程所定業務之需要等特定目的之範圍內，得蒐集、處理及利用(含國際傳輸)申請人之個人資料，且亦授權貴行得向前揭機構蒐集申請人資料。
- 十二、申請人同意貴行得將申請人與貴行往來交易處理及後續對帳、通知等事項之一部或全部，包括但不限於行銷、稅務行政、電信、電腦系統之開發、監控及維護作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收、發送簡訊，表單、憑證等資料保存及自動櫃員機補鈔排障等各項與貴行處理交易及作業有關之事項，於處理必要範圍內，依主管機關之規定，提供予受貴行委任處理事務之第三人。
- 十三、存款開戶之起存額分別為活期存款新臺幣伍仟元、活期儲蓄存款新臺幣壹仟元、支票存款新臺幣伍仟元及外匯活期存款為等值壹佰美元。存款利率，以貴行牌告利率機動計息，新臺幣活期性存款按日計息，以百元為計息單位，並以 365 日為計息基礎〔每日存款餘額之和(即總積數)先乘其年利率，再除以 365 即得利息額〕，另以自動化設備(ATM)、轉帳、匯款或網路銀行等方式於營業時間外(含假日)存入之活期性存款，於存入當日開始計息，並於每年六月二十日及十二月二十日結算利息，如為薪資轉帳戶則於每月二十日結算利息，以該日之次日為利息轉帳日，未屆結算日中途結清者計至結清日止。除貴行另有規定外，單一帳戶之每日最終餘額未達計息起點(目前活期存款計息起點為新臺幣壹萬元、活期儲蓄存款計息起點為新臺幣壹萬元、外匯活期存款計息起點為等值壹佰美元)者，當日不予計息，前述計息起點貴行得依業務需要隨時調整之，貴行並得以貴行網站、電子郵件、簡訊或於貴行國內各營業單位以公告、業務簡介、海報、金融資訊系統之電傳螢幕顯示設備等方式公告周知，申請人不論是否知悉，貴行均不須再另以書函通知，申請人絕無異議。
- 十四、申請人於貴行往來之新臺幣、外匯存款(不包括國際金融業務分行收受之存款)及其衍生之利息均屬存款保險之承保範圍，受中央存款保險公司之存款保險保障；另可轉讓定期存單、政府機關、中央銀行與銀行、辦理郵政儲金匯兌業務之郵政機構、信用合作社、設置信用部之農會、漁會及全國農業金庫之存款、結構型商品、信託資金則非屬存款保險之承保範圍。
- 十五、申請人申請各項服務應繳納之費用標準(例如：申領空白支票簿、掛失或換發、代收票據、申請存款證明、函證或存提明細、簽發支票或本行支票等)應依貴行「存匯業務收費標準」、「外幣存匯業務收費標準」及「數位銀行業務收費標準」為準，除另有規定外，貴行應於生效日 60 日前以顯著方式公開揭示於營業場所或登載於貴行網站或書面通知(有利申請人者不在此限)，收費標準或項目調整時亦同。申請人對各項服務收費表示異議時，得終止本約定書。
- 十六、申請人僅以本約定書之約定為憑，授權貴行無須事先通知而逕自申請人存款帳戶內扣帳抵付申請人應付貴行之各項手續費(含郵電費、承兌費、貼現息、承諾費、退票違約金、註銷退票紀錄手續費、存入票據退票手續費)及其他應付款項等。貴行應將各項服務收費項目與收費標準於貴行營業場所及網站公告；各項服務費如有調整，貴行應於生效日 60 日前以顯著方式公開揭示於營業場所及登載於貴行網站，或以書面通知申請人。
- 十七、申請人如為已取得中華民國外僑居留證之外國人，辦理定期儲蓄存款或自動展期續存之期限，應不逾居留證之有效期限；如逾居留證之有效期限，申請人同意辦理解約，絕無異議。另申請人已約定條件自動轉存新臺幣定期儲蓄存款部分，若達自動轉存條件，惟轉存之期限逾居留證有效期限時，則約定條件之自動轉存失效，貴行不另行通知。
- 十八、申請人同意如有下列情事之一者，貴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下各約定事項之全部或一部分：
- (一)申請人遭假扣押、假處分、強制執行或其他法律處分、或有其他情事足認申請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。
- (二)申請人擅自將各約定事項之權利或義務轉讓與第三人或有違約情事發生者。
- (三)經貴行研判帳戶有疑似不當使用之虞時。
- (四)經貴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。
- (五)除經貴行事前同意外，申請人不得利用存款帳戶從事網路借貸平臺相關業務，一經貴行發現，貴行得暫時停止各項業務往來與交易、逕行關戶或終止業務往來。
- (六)申請人於貴行開立之臺幣活期存款帳戶、活期儲蓄存款帳戶或外幣活期存款帳戶，任一帳戶被列為久未往來帳戶時，申請人同意貴行得暫時停止各項業務往來與交易，或暫時停止申請人使用自動化設備或服務(例如：ATM、金融卡、電話語音銀行、網路銀行暨行動銀行服務或其他透過本行網路進行之交易等)；申請人如欲解除前述限制，應向貴行申請。
- (七)申請人之存款帳戶如經通報為警示帳戶者，貴行得立即暫停該帳戶全部交易功能，且匯入款項逕以退匯方式退回匯款行；如屬衍生管制帳戶者，得立即暫停該帳戶使用提款卡、語音轉帳、網路轉帳及其他電子支付功能，且匯入款項逕以退匯方式退回匯款行。
- (八)申請人向貴行申請開立以籌備處為戶名之帳戶，而未於貴行規定期限(自開戶日起 6 個月內)屆至前完成法人/行號/團體之設立登記，並向貴行申請將籌備處帳戶轉換為法人/行號/團體帳戶者。
- (九)申請人開立之企業戶(公司、行號)登記現況為撤銷、廢止或歇業者。

有前項(一)、(二)款情事發生時，貴行有權於未終止本約定書前即不經由一般取款程序，逕就申請人之存款帳戶為必要之處分，並以其存款餘額抵償申請人對貴行已發生之各項債務。

十九、防制洗錢及打擊資恐

(一) 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，申請人同意貴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：

1. 在不違反相關法令情形下，貴行如果得知或合理懷疑客戶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。
2. 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，貴行得拒絕開戶、暫時停止各項業務往來與交易、逕行開戶或終止業務往來。
3. 申請人不配合貴行定期/或不定期審視、拒絕提供實質受益人或對客戶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者，而申請人未於接獲貴行通知後 30 個營業日(含)內提供前開必要之資料時、或貴行認為必要時(如控管風險、客戶涉及非法活動、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)，貴行得拒絕開戶、暫時停止各項業務往來與交易，另申請人拒絕或未於前述通知後 120 天(含)內提供前開必要之資料時，申請人接受貴行得逕行開戶或終止業務往來。

(二) 申請人如屬虛擬通貨平台及交易業務事業(以下稱平台業者)，除應遵守本條前項各目之規定外，倘有下列情事之一者，同意貴行得逕行終止業務關係或交易；惟如申請人屬於境內外平台業者客戶且從事虛擬通貨交易之買賣者，貴行得逕予拒絕建立/終止業務關係：

1. 申請人未經主管機關核准，而有涉及其所發行之有價證券、受益證券或資產基礎證券，或期貨與衍生性商品服務之情事者。
2. 申請人未經主管機關核准，而有涉及收受存款或儲值款項之情事者。
3. 申請人有違反公平交易法、多層次傳銷管理法等法規之情事者。
4. 申請人委託貴行提供金流服務者，申請人未要求平台使用者(即平台業者之客戶)使用同名之存款帳戶進行虛擬通貨交易款項移轉者；惟既有平台業者之現有客戶，倘尚未使用同名之存款帳戶進行虛擬通貨交易款項移轉者，且未於貴行官網公告日起 3 個月內調整完成者。
5. 申請人未取得平台使用者同意將其虛擬通貨相關交易資料提供予貴行進行交易監控。
6. 申請人開立之自營業務帳戶或日常營運帳戶，未依開戶目的使用，而有作為平台使用者買賣虛擬通貨之款項代收付使用之情事者。
7. 申請人為境外平台業者，且開戶使用目的為提供平台使用者從事虛擬通貨與法定貨幣交換，申請人有接受中華民國國民為其平台使用者或有在境內經營業務之情事者。

(三) 申請人如違反洗錢防制法規定，經直轄市、縣(市)政府警察機關裁處告誡者，貴行得逕依洗錢防制法及其相關規定辦理。

二十、錯帳之更正

存匯入款如因貴行作業錯誤而入帳，或因貴行、金融同業、票據交換所、財金資訊股份有限公司等相關機構之誤寫帳號、戶名、金額、操作錯誤或電腦設備故障原因，致發生誤入申請人帳內或溢付情事者，貴行得於發現時立即追還並更正之而無須另通知申請人，倘該存匯入款項業經支用，申請人應於貴行通知後立即返還支用款項及貴行所訂之利息。

二十一、終止

除定期性存款或法律另有規定外，貴行與申請人均得隨時終止本約定書下之各約定事項，並於終止之通知到達時發生效力。屆時，如有餘額，申請人可自行來行領回或於貴行扣除返還餘額予申請人所需之相關作業費用(依貴行公告之收費標準)後領回。申請人不得將帳戶、存摺、金融卡等借予他人使用，亦不得作為洗錢、詐欺等不法或不正當之用途，或以詐術損害貴行之信用，若法律有規定並經貴行查證屬實，或經貴行研判申請人之帳戶有疑似不當使用之情事或貴行接獲第三人檢附治安機關報、備案證明，書面申訴時，貴行得立即終止本消費寄託契約且終止使用相關自動化設備、提款卡、語音轉帳、網路轉帳及其他電子支付之轉帳，並得逕行結清存款，存款餘額則俟依法得領取者領取時，始為支付。

二十二、本約定書各條標題，僅為查閱方便而設，不影響約定有關係款之解釋、說明及瞭解。

二十三、申請人如對貴行提供之各項存款業務有任何建議、諮詢或所生紛爭之處理及申訴管道為：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。

二十四、本約定書各約定事項如涉訟時，同意以往來分行所在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，如法律有專屬管轄之特別規定者從其規定。申請人如不依約履行責任而致與貴行涉訟時，貴行為行使或保全對申請人之債權而支出之律師費及其他必要費用均由申請人負擔，但如經法院裁判貴行敗訴確定時，則不在此限。

本約定書未盡事宜，悉按照有關法令規定辦理或經雙方另行協議訂定之。如立約人為外國人時，其法律行為之成立要件、效力、方式，均適用中華民國法律及法令。

貳、新臺幣定期存款特別約定事項(不包括可轉讓定期存單)

一、本存款以區間方式牌告，並依存入當日貴行相當期別同性質存款牌告利率計息，在實際存款期間內，如遇貴行牌告利率調整，應同時改按新牌告利率分段計息。

本存款如指定到期日者，中途不得申請變更到期日。

二、本存款得由原存款人申請質借，或於七日以前通知貴行中途解約，未於前述期間通知者，如經貴行同意，亦得受理中途解約。

三、本存款計息方式，足月部分按月計息(以本金乘年利率、月數、再除以 12 即得利息額)，不足月部分(即不足 1 個月之畸零天數部分)，按日計息。

四、中途解約應將存款一次結清，其利息計算方式如下：

(一) 採用貴行牌告利率固定計息之存款，按其實際存款期間(包括不足月零星日數)依下列規定計息。

1. 未滿一個月時，不予計息。

2. 滿一個月以上，係按其實際存款期間所對應之牌告利率八折計算。

(二) 前述牌告利率，以存入當日之牌告利率為準，但採用牌告利率機動計息之存款，在實際存款期間內，如遇貴行牌告利率調整，應同時改按新牌告利率分段計息。

五、本存款如逾期提款，其逾期利息按照提取日之貴行活期存款牌告利率折合日息單利計息，但該存款到期日至提取日期間，貴行活期存款牌告利率有調整者，應按調整之牌告利率分段計息。

六、本存款利率型態經選定存入後，不得中途變更。

七、本存款非經貴行承認不得出質他人。

八、本存款起存時無牌告大額存款機動利率，未到期前貴行新增大額存款牌告機動利率者，仍按一般存款牌告機動利率計息；本存款起存時採大額存款牌告機動利率，未到期前貴行取消該大額存款牌告機動利率者，自取消大額存款牌告日起改按一般存款牌告機動利率計息；若大額存款額度變更，改適用符合原存款金額之大額存款牌告機動利率計息，若無法適用時改按一般存款牌告機動利率計息。

九、本存款約定自動轉期或自動轉息者，於設定死亡凍結或法院扣押事故後，將暫不予自動轉期或自動轉息，待前述事故解除後再依原約定辦理自動轉期或自動轉息；前述事故期間之應付利息，將於解除事故或辦理解約後，一次計付。

參、外匯定期存款特別約定事項(不包括可轉讓定期存單)

一、本存款為單利付息，於承作時可選擇到期一次支付本息或按月付息，自動轉期時之存款利率，以原存款到期日之前一營業日貴行相當存期之牌告利率計息。

二、本存款之存單不得轉讓。

三、中途解約之處理

(一) 外匯定期存款到期前得中途解約。申請人欲中途解約時，其屬未滿一個月期者，應於二日以前通知貴行，存期係一個月以上者，應於七日以前通知貴行，並於解約時，將該存款全部一次結清，未於前述期日通知者，如經貴行同意，亦得受理中途解約。

(二) 未滿一個月期者，中途解約不予計息。

(三) 一個月期(含)以上者，其計息期間及利率依其期別以起存日貴行牌告利率為準，按下列方式計算：

1. 未存滿一個月者不予計息。

2. 存滿一個月未滿三個月者，按其實存期間，照一個月期存款利率八折計息。

3. 存滿三個月未滿六個月者，按其實存期間，照三個月期存款利率八折計息。

4. 存滿六個月未滿九個月者，按其實存期間，照六個月期存款利率八折計息。

5. 存滿九個月未滿一年者，按其實存期間，照九個月期存款利率八折計息。

(四) 上項所定中途解約按實存期間單利計息，應包括不足整月之零星日數。

(五) 中途解約之其他手續，均比照到期取款之手續辦理。

四、逾期之處理

(一) 原約定定期為一個月以下者：

1. 存款到期申請人未至貴行提領時，自到期日起至提領日止不計利息，惟到期日如為銀行未對外營業，自到期日至次一營業日得按原存款利率計付利息。

2. 存款逾期申請人擬續存時，如其到期日適逢銀行未對外營業而於次一營業日辦理續存時，得以原存款到期日為新存款之起息日，其到期未領之利息，得併同本金續存或轉存，新存款利率則以前一營業日之利率為準。

3. 除前項以外之存款逾期續存，應悉以新存入款項之方式處理。

(二) 原約定定期為一個月(含)以上者：

1. 外匯定期存款到期申請人未至貴行提領時，自到期日起至提領日止之利息，按提領日之貴行外匯活期存款利率計付。惟到期日如為銀行未對外營業，自到期日至次營業日間之利息，按存單利率給付。

2. 外匯定期存款到期申請人擬續存時，如申請人於逾期十日內辦理續存手續者，得以原到期日為起息日，其到期未領之利息，得併同本金續存或轉存，新存單利率以到期日利率為新存款之利率，到期日適逢銀行未對外營業則以前一營業日之利率為準。

3. 除前項以外之存款逾期續存，應悉以新存入款項之方式處理。

五、本存款利率型態經選定存入後，不得中途變更。

六、本存款非經貴行承認不得出質他人。

七、本存款約定自動轉期或自動轉息者，於設定死亡凍結或法院扣押事故後，將暫不予自動轉期或自動轉息，待前述事故解除後再依原約定辦理自動轉期或自動轉息；前述事故期間之應付利息，將於解除事故或辦理解約後，一次計付。

肆、新臺幣綜合存款特別約定事項

一、本存款係以貴行活期存款(或活期儲蓄存款)、定期存款或定期儲蓄存款及擔保放款，綜合納入一本存摺內，申請人得憑該存摺與存款憑條、取款憑條或依約定方式，辦理存款或取款及質借(限定期存款及定期儲蓄存款部分)。

二、倘申請人約定為可質借者，本存款項下現在及將來所存入之定期存款及定期儲蓄存款悉數設定質權出質予貴行，以供申請人現在及將來在本存款帳戶陸續質借之擔保。如有違反本約定事項時，由貴行處分抵償上項債務，絕無異議。申請人並聲明決不將本存款轉讓或設定質權予第三人。

三、本存款項下之定期存款及定期儲蓄存款到期時，除申請人事先另有聲明，貴行得仍照原存款之存期及貴行規定之適用利率計息辦理自動轉期，至轉期部分，倘申請人約定為可質借者，仍悉數設定質權出質予貴行，以供前條陸續質借之擔保。

四、倘申請人約定為可質借者，本存款項下之活期存款(或活期儲蓄存款)，如因取款或支付其他款項而致存款餘額不足支付時，貴行得在申請人存於本存款項下之定期存款及定期儲蓄存款金額之九成範圍內設定為質借額度，並同意申請人陸續質借，以供支付，惟質借對象為自然人者，以成年人為限。不論申請人動用質借額度與否，貴行得將申請人與質借往來資料提供予財團法人金融聯合徵信中心及受貴行遵循相關法令委任代為處理事務之人。惟貴行提供予前述機構之申請人與貴行往來資料如有錯誤或變更時，貴行應主動適時更正或補充，並要求前述機構或單位更正或補充，及副知申請人。動用質借額度後申請人如未按時依約繳款，貴行將依主管機關規定報送登錄財團法人金融聯合徵信中心信用不良紀錄，可能影響申請人未來申辦其他貸款(含現金卡)或信用卡之權益。前述信用不良紀錄之揭露期間請上財團法人金融聯合徵信中心網站(www.jcic.org.tw)查詢。

前項質借之期限，不得超過本存款項下各筆定期存款或定期儲蓄存款中之最後到期日，惟該定期存款、定期儲蓄存款到期未解約而自動轉期者，質借期限得比照延長。

五、本存款項下之活期存款(或活期儲蓄存款)，按貴行牌告之利率計息，於每年六月二十日及十二月二十日各結算一次，於次日存入申請人活期存款(或活期儲蓄存款)帳戶內。

定期存款、定期儲蓄存款按寄存時貴行牌告之適用利率計息，申請人得事先約定，如遇貴行調整利率時，機動按新利率計息，利率型態經選定存入後，不得中途變更。

存款利息由貴行自動轉帳存入活期存款(或活期儲蓄存款)帳戶內。

六、本存款項下定期存款、定期儲蓄存款中途解約、逾期提款悉按財政部「定期存款質借及中途解約辦法」及中華民國銀行商業同業公會全國聯合會「定期儲蓄存款逾期處理辦法」辦理。

七、本存款項下定期存款、定期儲蓄存款中途解約或到期解約提款時，應先轉帳存入活期存款(或活期儲蓄存款)帳戶後，憑存摺、取款憑條或依約定方式提取。如申請人有質借餘額時，應先償還本息。

八、質借款項之利息，以申請人每日質借款項最高餘額計算積數，按月累計積數乘以貴行所訂利率(目前為該筆定、儲存利率加百分之一，五，並以最低利率之存單逐次依序質借，該利率貴行得隨時調整並於營業場所公告之)算出，每月二十日結算一次，於次日由貴行逕自本存款項下活期存款(或活期儲蓄存款)帳戶內扣帳。如質借款項未按月支付利息或到期未清償，申請人願照貴行所訂利率支付質借利息、遲延利息及違約金。

前項質借之本息、遲延利息、違約金及其他費用，貴行得就申請人日後存入本存款項下之活期存款(或活期儲蓄存款)優先自動抵償，並由最高利率之質借款項依序償還。

申請人之質借款項如未按月支付利息或到期未清償經貴行按照申請人原留存之地址通知後兩個月仍未清償時，貴行得自動將定、儲存解約，以清償質借本息、遲延利息、違約金及其他費用。

第一項違約金如逾期在六個月以內者，另按原利率百分之十，如逾期超過六個月以上者，其超過六個月部分另按原利率百分之二十加付。

申請人如申請「不可質借」者，則上述有關質權設定及償還質借本息之約定，均不適用之。

九、申請人與貴行往來期間，因其他關係而經貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者，本存款項下之各種定期存款、定期儲蓄存款，均得視為全部到期，申請人並即喪失一切債務期限之利益，貴行得依法行使質權或主張抵銷。

伍、外匯綜合存款特別約定事項

一、本存款係以貴行外匯活期存款、外匯定期存款及擔保放款，綜合納入一本存摺內，申請人得憑該存摺與存款憑條、取款憑條或依約定方式，辦理存款、取款或原幣質借(限外匯定期存款部分)。

二、倘申請人約定為可質借者，本存款項下現在及將來所存入之外匯定期存款悉數設定質權出質予貴行，以供申請人現在及將來在本存款帳戶陸續質借之擔保。如有違反本約定事項時，由貴行處分抵償上項債務，絕無異議。申請人並聲明絕不將本存款轉讓或設定質權予第三人。

三、本存款項下之外匯定期存款到期時，除申請人事先另有聲明不續存，或指定到期日之存款於到期時自動解約轉入外匯活期存款外，貴行得仍照原存款之存期及貴行規定之適用利率計息(即按轉期日前一營業日貴行各存期牌告之適用利率計息)辦理自動轉期，至轉期部份，倘申請人約定為可質借者，仍悉數設定質權出質予貴行，以供前條陸續質借之擔保。

四、倘申請人約定為可質借者，本存款項下之外匯活期存款，如因申請人取款或支付其他款項而致存款餘額不足支付時，貴行得在申請人存於本存款項下各該幣別外匯定期存款金額之九成範圍內設定為質借額度，並同意申請人陸續質借，以供支付，惟質借對象為自然人者，以成年人為限。不論申請人動用質借額度與否，貴行得將申請人與質借往來資料提供予財團法人金融聯合徵信中心及受貴行遵循相關法令委任代為處理事務之人。惟貴行提供予前述機構之申請人與貴行往來資料如有錯誤或變更時，貴行應主動適時更正或補充，並要求前述機構或單位更正或補充，及副知申請人。動用質借額度後申請人如未按時依約繳款，貴行將依主管機關規定報送登錄財團法人金融聯合徵信中心信用不良紀錄，可能影響申請人未來申辦其他貸款(含現金卡)或信用卡之權益。前述信用不良紀錄之揭露期間請上財團法人金融聯合徵信中心網站(www.jcic.org.tw)查詢。

前項質借之期限，不得超過本存款項下各筆外匯定期存款中之最後到期日，惟該定期存款到期未解約而自動轉期者，質借期限得比照延長。

五、本存款項下之外匯活期存款，按貴行牌告之利率計息，於每年六月二十日及十二月二十日各結算一次，於次日存入申請人外匯活期存款帳戶內。

外匯定期存款按寄存時貴行牌告之適用利率計息，並於存期屆滿時將存款利息自動轉帳存入外匯活期存款帳戶內。如到期日或付息日遇假日，本金及利息(或僅利息)將順延至次一營業日存入外匯活期存款帳戶內。

六、本存款項下外匯定期存款中途解約、逾期提款悉按貴行「外匯定期存款之中途解約(含已辦理自動轉期)及逾期處理要點」辦理。

七、本存款項下外匯定期存款中途解約或到期解約提款時，應先轉帳存入外匯活期存款帳戶後，憑存摺、取款憑條或依約定方式提取，如申請人有質借餘額時，應先償還本息。

八、質借款項之利息，以申請人每日質借款項最高餘額計算積數，按月累計積數乘以貴行所定利率(目前為原定期存款利率加年息百分之一·五，該利率貴行得隨時調整並於營業場所公告之)算出，每月二十日結算一次，於次日由貴行逕自本存款項下外匯活期存款帳戶內扣帳。如質借款項未按月支付利息或到期未清償，申請人願照貴行所訂利率支付利息、遲延利息及違約金。

前項質借之本息、遲延利息、違約金及其他費用，貴行得就申請人日後存入本存款項下之外匯活期存款優先自動抵償。

申請人之質借款項如未按月支付利息或到期未清償經貴行按照印鑑卡所載地址通知後兩個月仍未清償時，貴行得自動將外匯定期存款解約，以清償質借本息、遲延利息、違約金及其他費用。

第一項違約金如逾期在六個月以內者，另按原利率百分之十，如逾期超過六個月以上者，其超過六個月部分另按原利率百分之二十加付。

申請人如申請「不可質借」者，則上述有關質權設定及償還質借本息之約定，均不適用之。

九、申請人與貴行往來期間，因其他關係而經貴行提起訴訟或經任何人聲請假扣押、假處分、強制執行、破產宣告、裁定重整、停止營業及其他法律處分者，本存款項下之各種存款，均得視為全部到期，申請人並即喪失一切債務期限之利益，貴行得依法行使質權或主張抵銷。

陸、金如意綜合管理帳戶特別約定事項

一、申請人授權貴行就申請人於金如意帳戶進行貴行提供之各項理財服務及一切往來，除以下金如意帳戶之特別約定事項外，餘悉依本約定書相關約定事項及就各項理財服務所簽訂之約定書辦理。

二、金如意帳戶係將新臺幣活期儲蓄存款及新臺幣定期性存款(新臺幣綜合存款)、外匯活期存款及外匯定期存款(外匯綜合存款)、特定金錢信託投資國內外有價證券(以下簡稱信託帳戶)及擔保放款，整合納入同一帳戶一本存摺內，申請人得憑存摺與存、取款憑條或依約定方式辦理金如意帳戶之存、取款、質借或透支，以及國內外有價證券之申購、贖回、轉換等業務。

三、貴行依申請人之申請或約定，辦理金如意帳戶新臺幣活期儲蓄存款之提款或轉帳服務時，同意貴行就金如意帳戶中之資金，依下列順序動用：

(一) 金如意帳戶內之新臺幣活期儲蓄存款餘額。

(二) 金如意帳戶之新臺幣定期性存款質借額度。

(三) 申請人向貴行申請透過金如意帳戶動用之循環性貸款可用額度。如申請人與貴行約定多項循環性貸款，以利率較低者優先動用為原則。

若貴行依上列順序動用款項仍不足以支付者，則貴行得不予執行該筆交易，且貴行不因此而負有款項不足時通知申請人之義務。

四、金如意帳戶有關信託帳戶之約定事項，另依貴行「信託業務總約定書」之規定辦理。

柒、網路帳戶(ez-Account)帳戶特別約定事項

一、申請人同意除本網路帳戶(以下簡稱 ez-Account)特別約定事項外，餘悉依本約定書、貴行「信託業務總約定書」相關約定事項及就各項理財服務所簽訂之約定書辦理。

二、ez-Account 為無摺存款帳戶，係將新臺幣活期儲蓄存款及新臺幣定期性存款(以下簡稱新臺幣綜合存款)、外匯活期存款及外匯定期存款(以下簡稱外匯綜合存款)及特定金錢信託投資國內外有價證券，整合於同一帳戶，申請人得洽貴行國內任一營業單位憑身分證明文件，以存款或取款憑條辦理存款或提款或以電子銀行(即金融卡、電話語音銀行及第 e 個網)辦理 ez-Account 之存、提款及轉帳，與國內外有價證券之申購、贖回、轉換業務，並提供申請人分戶功能作為帳戶分類及記帳使用。

三、分戶屬新臺幣活期儲蓄存款之虛擬帳戶，其項下之存款仍隸屬申請人 ez-Account。

四、申請人同意於申請貴行 ez-Account 時，併同申請貴行第 e 個網業務及全行代付款業務，除貴行另有規定外，於結清 ez-Account 前，不得申請終止使用第 e 個網業務及全行代付款業務。

五、申請人 ez-Account 之金融卡，除貴行另有規定外，一律開啟「非約定帳號轉帳」功能及「消費扣款」功能，申請人欲終止前述任一項或全部服務功能，應另向貴行申請。

六、申請人 ez-Account 之金融卡附卡，除貴行另有規定外，金融卡附卡提供「提領新臺幣」功能及「消費扣款」功能，且限於國內使用。

七、ez-Account 之活期性存款依貴行牌告利率機動、每日單利計息，並於每月二十日結算利息，於次日依各幣別存入申請人 ez-Account 活期性存款帳戶內，未屆結算日中途結清者計至結清日止。除貴行另有規定外，ez-Account 之每日最終餘額未達計息起點者，當日不予計息。

八、申請人使用 ez-Account 將享有以電子銀行進行國內跨行交易手續費減免之優惠。惟臨櫃交易仍應依貴行規定支付手續費。前述使用電子銀行優惠內容及臨櫃付費項目與付費條件，悉依貴行公告之規定辦理。

九、申請人同意使用 ez-Account 有下列限制：

(一) 不適用於組合式商品交易。

(二) 須透過貴行提供之電子化通路辦理與定期性存款相關之業務，且不得以新臺幣或外匯綜合存款辦理質借申請；新臺幣綜合存款之活期性存款轉存定期性存款限額及其計息方式，依貴行規定辦理。

(三) 須透過貴行第 e 個網使用 ez-Account 之分戶服務功能。

(四) 使用 ez-Account 申購基金，限以 ez-Account 作為申購基金之約定扣款帳號。

(五) 本帳戶得做為薪資轉帳戶，惟仍適用 ez-Account 牌告利率機動計息，相關使用電子銀行優惠內容及臨櫃付費項目與付費條件，悉依 ez-Account 之規定辦理。

(六) 其他經貴行公告不適用於 ez-Account 之服務。

- 十、ez-Account 之計息起點、收費標準、轉帳範圍、轉帳金額、轉帳次數限制及新臺幣綜合存款之活期性存款轉存定期性存款限額如有調整，貴行應於調整日前於貴行網站或貴行國內各營業場所公告或以電子郵件等方式公告周知，申請人不論是否知悉，貴行均不須再以書函通知，申請人同意隨時自行透過前述公告管道查詢相關事項及條款內容，申請人絕無異議。申請人如不同意前述之調整得向貴行申請終止使用 ez-Account，未終止者，推定承認該項調整。
- 十一、ez-Account 之交易核對
- (一) 貴行於每筆交易指示處理完畢後，以電子訊息或貴行及申請人約定之方式通知申請人，或由貴行定期以電子郵件通知申請人至貴行第 e 個網下載查詢申請人 ez-Account 前一月份之往來交易明細。
 - (二) 申請人對於貴行之通知，應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，通知貴行查明；貴行對於申請人之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查情形或結果覆知申請人。
- 十二、申請人同意如有本約定書壹、共同約定事項第十八條情事之一者，貴行有權於未終止本約定書前即不經由一般取款程序，逕就申請人 ez-Account 依順序(主帳戶、分戶 1、分戶 2、分戶 3、分戶 4、分戶 5、分戶 6、分戶 7...依此類推)為必要之處分。
- 十三、申請人同意 ez-Account 一律以電子郵件方式寄發電子綜合業務對帳單，自 111 年 1 月 1 日起，留存之電子郵件信箱應依貴行所提供之方式完成驗證後始生效，如未能完成驗證，申請人同意改為至貴行營業單位親自領取實體綜合業務對帳單。

捌、支票存款特別約定事項

申請人向貴行開立支票存款帳戶，並委託貴行作為申請人所簽發本票或承兌匯票之擔當付款人，或支票之付款人時，有關往來均願依照下列約定事項及有關法令辦理。

一、一般約定條款

(一) 本約定書所用各項名詞定義如下：

- 1. 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
 - 2. 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及其退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
 - 3. 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」帳備付之謂。
 - 4. 「重提付訖」：指退票後重行提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。
 - 5. 「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。
 - 6. 「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。
 - 7. 「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。
- (二) 申請人開戶時，應填具印鑑卡及票據領取證交付貴行，經貴行向票據交換所查詢申請人之票據信用情形，並認可後發給空白票據。
- 印鑑卡上資料如有變更，申請人應即書面通知貴行；如擬變更印鑑，申請人須重填印鑑卡。
- 申請人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於貴行發現該項情事並通知申請人辦理變更手續，逾一個月未辦理者，貴行得終止支票存款往來契約，並通知申請人結清帳戶。
- (三) 申請人經貴行同意開立支票存款戶時，由貴行發給申請人送款簿及支票簿。
- 申請人申領空白支票(本)票簿應繳付之工本費，授權貴行由本人支票存款帳戶內之存款扣繳。
- (四) 存入款項時，除現金外，經貴行認可之票據及有價證券等，亦得存入。存入後，由貴行在送款簿存根上加蓋收訖戳記。
- (五) 存入前條票據等有價證券時，非經貴行收妥款項前，貴行不予支付，倘發生退票或其他情事，致未能收取票款時，所有先前入帳票款，貴行得逕自帳戶內扣除。
- 申請人經貴行於合理作業期間內通知後，應即領回該票據或有價證券。
- 該票據或有價證券未獲付款時，申請人應自行追償之。就該退票或未獲付款情事，貴行並無代辦票據權利保全手續之義務。
- (六) 貴行聯行匯入款項、貴行或第三人存入款項，因誤寫帳號、戶名、金額、操作錯誤或電腦設備故障等，致發生誤入申請人帳戶或溢付情事者，一經發覺，貴行當立即追償並更正之。
- 前述款項如已被提用，申請人應即返還之。
- (七) 申請人取款時，須開具貴行發給之票據，並於票據上簽蓋原留印鑑，經貴行核對票據，認為與申請人原留印鑑相符，即憑票支付。如設立代理人時，亦同。
- 申請人申請各類電子銀行功能或轉帳扣繳服務時，有關支票存款帳戶款項收付之規範，另依各該業務約定書辦理。
- (八) 第三人偽造、變造申請人留存貴行印鑑之印章而偽造支票，或變造、塗改申請人之支票，貴行如已盡善良管理人之注意義務，仍不能辨認時，貴行不負賠償之責。
- 第三人未經授權，使用申請人留存貴行印鑑之印章而偽造支票，貴行憑留存印鑑付款，除貴行有故意或過失外，不負賠償之責。
- 申請人之支票遺失、被竊，在依法辦理掛失止付前，除貴行明知其情事而仍付款外，貴行不負賠償之責。
- 申請人之支票被詐騙，在貴行接獲法院票據假處分通知而依法執行假處分前，貴行憑票付款，不負賠償之責。
- 上述約定於申請人簽發之本票或承兌之匯票，準用之。
- (九) 申請人同意貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將申請人之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。
- 申請人同意貴行將存款之開戶日期、法人資本額與營業額、存款不足退票、退票清償註記及註銷退票紀錄、撤銷付款委託紀錄暨其他相關資料，依有關主管機關之規定，提供他人查詢外，並同意提供予財團法人金融聯合徵信中心建

檔，財團法人金融聯合徵信中心得將建檔資料提供予其會員金融機構查詢。

(十) 貴行修改或增訂本約定事項時，經公告或通知申請人後，申請人仍繼續使用支票存款帳戶者，視為承認該修改或增訂事項。

(十一) 申請人不同意修改或增訂約定事項時，得於公告或通知後七日內以書面通知貴行，終止支票存款往來約定。但對於終止前申請人依支票存款往來約定所生之應付款項及其他衍生之債務，仍須負清償責任。

二、相關票據行為約定條款

(一) 申請人簽發票據，應在存款帳戶內保持足夠之存款，倘存款不足，貴行無通知申請人之義務。

(二) 申請人除與貴行訂有透支契約者外，不得簽發超過存款餘額之支票，否則貴行依票據交換所之規定予以退票之處分。

(三) 申請人簽發票據時，不得使用易擦拭或易褪色之筆填寫。簽發後，若字跡有難於辨認或其他情形致發生糾紛時，概由申請人自行負責，貴行不負任何責任。

(四) 貴行對於支票憑票付款，不論發票日先後，概按執票人提示先後順序支付。倘同時提示多張支票，貴行得排定支付順序。

申請人所簽發之支票，如逾付款之提示期限始行提示，但在該票據消滅時效完成前，且發票人未撤銷付款委託，並無其他不得付款之情事者，貴行仍得照付。

上述約定於申請人簽發之本票或承兌之匯票，準用之。

(五) 申請人對貴行寄送之存款餘額對帳單，應即核對。若有不符，應儘速通知貴行查明，不符部分經貴行查證確為貴行之錯誤時，貴行應更正之；申請人並有權要求貴行出示已付款之票據。

(六) 申請人或屆票載發票日之支票執票人，以支票申請保付時，貴行即得(但無義務)從申請人支票存款帳戶內照數扣取票款轉入專戶後，再於支票上記載「照付」或「保付」字樣，並由有權簽章人員簽章而為保付行為。

(七) 申請人開出之票據、空白票據或印鑑如有被盜、遺失或滅失時，應依貴行掛失止付辦法辦理止付，但在以書面向貴行申請掛失止付前，如發生冒領款項情事，除貴行惡意或重大過失而不知持票人並非票據權利人外，貴行毋須擔負任何責任。

1. 票據掛失止付辦法

(1) 票據權利人為止付之通知時，應填具「票據掛失止付通知書」及「遺失票據申報書」，並應於提出止付通知後五日內提出已為聲請公示催告之證明，否則止付通知失其效力。

(2) 貴行對存款不足或超過貴行允許墊借票款之票據，應先於申請人存款或允許墊借之額度內，予以止付，其後如有再存款或續允墊借時，仍可於原止付票據金額限度內，繼續予以止付。

(3) 經止付之金額，貴行得逕自申請人帳戶內扣除提存備付。

(4) 通知止付人雖曾向貴行提出已為公示催告聲請之證明，但占有票據之人或通知止付人提出該公示催告之聲請被駁回或撤回或其除權判決之聲請被駁回確定或撤回或逾期未聲請除權判決之證明者，止付通知失其效力，該止付之票據恢復付款。

(5) 止付通知失其效力者，通知止付人不得對同一票據再為止付之通知。

2. 印鑑掛失止付辦法

申請人遺失(含被盜、滅失)留存貴行之取款印鑑，申請掛失時，應填具「遺失更換新印鑑申請書」及新印鑑卡。如有以舊印鑑簽發而未支領之支票，應填具「支票存款戶憑舊印鑑付款通知書」通知並委託貴行仍憑舊印鑑付款。

申請人申請票據掛失止付、印鑑掛失或更換時，貴行得向申請人收取手續費。

三、退票、拒絕往來及終止往來約定之條款

(一) 申請人簽發之票據因存款不足或其他影響票信情事退票時，如有清償贖回、提存備付、重提付訖或其他涉及票據信用之情事，得於退票之次日起算三年內，向貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

(二) 申請人簽發之票據，倘有存款不足或其他影響票信情事致退票時，貴行得向申請人收取手續費。

申請人依前條規定向貴行申請辦理票據註記手續時，貴行得向申請人收取手續費及違約金。

前二項手續費及違約金不得逾越票據交換所向貴行所收取手續費之百分之一百五十。

第一項及第二項申請人應負責繳納之手續費及違約金，申請人授權貴行自本支票存款帳戶內之存款轉帳繳付之。

(三) 申請人如有下列情事之一者，貴行得限制發給空白支票及空白本票：

1. 已發生存款不足或其他影響票信退票情事，或經常於退票後再辦理清償贖回、提存備付或重提付訖者。

2. 使用票據有其他不正常之情事者。

貴行為前項限制時，應以書面告知限制之理由；對於限制理由，申請人認為不合理時，得向貴行提出申訴。

申請人在貴行開立之存款帳戶被扣押時，貴行得停止發給空白支票及空白本票，但被扣押之金額經貴行如數提存備付者，不在此限。

申請人未依支票存款戶處理規範規定，在指定期限內補驗營利事業登記證者，貴行得停止發給空白支票及空白本票。

(四) 申請人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者，貴行得自票據交換所通報日起算，予以拒絕往來三年：

1. 存款不足。

2. 發票人簽章不符。

3. 擅自指定金融業者為本票之擔當付款人。

前項各款退票紀錄分別計算，不予併計。

(五) 申請人被列為拒絕往來戶，或因其他情事終止支票存款往來約定時，應於貴行通知後一個月內，來行辦理帳戶結清事宜，並返還剩餘空白票據。

申請人無法依前項規定繳還空白票據，且未提存備付票款者，應按未收回之空白票據張數預繳票據交換所規定之退票違約金，貴行並得自申請人帳戶結餘款逕行扣除。

(六) 申請人如為公司組織，於拒絕往來期間屆滿前，經法院准予重整後，得向貴行申請核轉票據交換所辦理重整註記；經

重整註記者，貴行得同意暫予恢復往來。

公司重整註記後，於前項暫予恢復往來之日起至原拒絕往來期間屆滿前，再發生存款不足退票，貴行得自票據交換所再通報之日起算，予以拒絕往來三年。

(七) 申請人如經拒絕往來而有下列情事之一，經貴行同意後，得恢復往來並重新開戶：

1. 拒絕往來期間屆滿。

2. 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

(八) 本約定事項，除法律另有規定外，貴行及申請人均得隨時終止，並於終止之通知到達時發生效力。

依前項終止本約定事項時，申請人應立即返還剩餘空白票據予貴行。

(九) 申請人與貴行簽訂之其他任何契據倘發生違約情事，並經貴行依約主張視為全部到期者，為本約定事項之解除條件。前項解除條件成就時，本約定事項當然失其效力，貴行就支票存款帳戶所餘存款應負返還義務。但得將應返還之存款抵銷申請人對貴行所負一切債務。

(十) 申請人被列為拒絕往來戶，或因其他情事終止本約定事項後，擬申請備付已簽發未收回之票據款項時，應由本人憑原留存印鑑向貴行提出書面申請。

依前項申請備付款項時，貴行得向申請人收取手續費。

四、本票、承兌匯票約定事項

(一) 申請人以貴行為擔當付款人而簽發本票或承兌匯票時，另應遵照以下規範辦理。如未規定者，則準用簽發支票時相關約定條款辦理。

(二) 申請人指定貴行為擔當付款人而簽發本票時，由貴行自申請人名下之支票存款帳戶內代為付款。申請人未使用貴行印製之本票用紙而簽發本票者，貴行得以「未使用銀行印製本票」理由予以退票。但申請人持短期票券交易商或金融機構保證所使用之商業本票，指定貴行為擔當付款人，並以書面請求代為鍵印磁字者，貴行得酌予付款。

(三) 申請人於簽發之本票或承兌匯票到期提示付款前，應將足數支付該票據之款項存入支票存款帳戶內備付。

因支票存款帳戶內存款餘額不足或發票人簽章不符，致所簽發之本票或承兌匯票退票時，視同支票退票，其退票紀錄應與支票之退票紀錄合併計算。

(四) 申請人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內達三張時，貴行得自票據交換所通報日起算，予以終止為申請人擔當付款人之委託三年。

前項情形，貴行終止受申請人委託為擔當付款人時，申請人應於貴行通知後一個月內，返還剩餘空白本票，否則貴行得進一步終止本約定事項。

(五) 申請人簽發指定貴行為擔當付款人之本票，如到期日記載不全或到期日在發票日之前者，不論有無存款，貴行均得以退票方式處理。

玖、新臺幣代收票據特別約定事項

一、申請人委託代收票據時，須將票據相關資料填寫於貴行代收票據回條或代收款項紀錄簿，並於票據背面簽章、填寫住址及存款帳號。

二、為爭取兌換時效，倘申請人身處外地時，可就地委託貴行各營業單位託收票據。

三、申請人委託貴行將票據存入帳戶，此項票據係代收性質，未經收妥前不予計息且不得動用，倘發生退票及糾葛情事，除悉由申請人自行處理外，貴行得逕自該帳戶內扣除，另申請人經貴行通知退票後，須持代收款項紀錄簿/代收票據回條及原留印鑑至代收行，於「存戶領回退票憑單」蓋領收章後取回原票據，倘於退票日起算一年內，申請人未取回原票據，則貴行將不負保管責任。

四、申請人擬撤銷委託代收領回票據或延期提示時，須於前一營業日以電話或傳真預先通知貴行，並應填具申請書，憑以辦理。

五、除申請人特別委託經貴行同意者外，貴行概不予代辦製成拒絕證書，及請求償還之通知，或其他法定保全票據權利之一切手續，如經貴行同意代辦前項手續時，一切費用由申請人承擔。

六、代收款項紀錄簿/代收票據回條不得轉讓，或做質押之用。

七、申請人存入之託收票據倘於貴行運送途中發生事故，或貴行轉託代收之金融業者因故無法取回收款項、或發生延遲付款或部分付款等情事，除可歸責於貴行之事由外，貴行不負其責。

八、申請人委託貴行代收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由貴行或付款行代理申請人辦理掛失止付及聲請公示催告、除權判決等事宜，並同意自發票人帳戶內取得足額票款後，有關喪失票據之權利移歸給付款行，不得再主張票據權利，並將除權判決書交由付款行作為沖銷帳款之憑證。

壹拾、全行代付款/無摺存款特別約定事項

一、申請人茲指定四位數取款碼(四位數不得均為 0)，並自行於貴行 pinpad 建置器輸入，據以委託貴行辦理全行代付款/無摺存款，嗣後一切存款、取款往來均願依照貴行全行代付款/無摺存款有關規定辦理。

二、申請人得憑存摺(除無摺存款戶外)、加蓋原留印鑑之取款憑條及取款碼依一般程序於貴行國內各營業單位辦理提領款項或轉帳，倘提供之取款碼錯誤且經輸入電腦三次者，電腦將自動停止代付款。

三、申請人申請/變更/註銷取款碼應由本人(法人存戶為負責人或法定代理人)憑身分證、存摺(除無摺存款戶外)及原留印鑑向貴行辦理。

四、申請人於貴行國內其他營業單位(以下簡稱聯行)存入交換票據如遇退票時應憑原留印鑑向原開戶行領回，如擬於該聯行領取退票票據時，應於存入時告知。

五、申請人於聯行取款時如遇貴行電腦連線作業系統故障或其他原因致無法支付時，聯行即暫停受理代付業務。

六、無摺存款申請人存提款項後，貴行應定期列印交易清單供申請人核對往來明細，但申請人有其他對帳方式(包括但不限於網

路銀行)者不在此限，申請人倘有疑問時，應於收到交易清單後一星期內到原開戶行查詢。

壹拾壹、「金好用」特別約定事項

- 一、申請人申請轉帳之轉入帳號如為其他金融機構，申請人同意有關手續費逕自該轉出帳號扣取，前述各款項轉帳後，申請人願意儘速補登存摺，在未辦妥補登前，對於前項轉帳之款項，存款人完全承認，絕無異議。
- 二、申請人最多可申請十筆「金好用」轉帳，每筆轉帳金額最高新臺幣十萬元，轉帳期限最長三十六個月，期限屆滿如需繼續辦理轉帳，申請人應另填申請書辦理，轉帳起始日期應在申請交易日起二個月內，本項申請自申請交易日次日生效。
- 三、申請人應於約定轉帳日前存入足額款項，若因存款不足支付轉帳金額及手續費或遭法院扣押或強制執行致無法轉帳者，貴行得逕行終止當次轉帳之約定，其因此所發生之一切損失及責任均由申請人自行負擔。倘同時有數筆款項待扣而存款帳戶餘額不敷全數扣足時，申請人同意由貴行自行決定扣帳作業之先後次序。
- 四、約定轉入貴行之帳號如非為正常戶者，申請人同意不執行其轉入交易。
- 五、申請人同意約定轉帳日如因銀行電腦系統故障或不可抗力之事由時，貴行得於前述故障或事由排除後儘速辦理轉帳。

壹拾貳、黃金存摺約定事項

- 一、國際黃金價格有漲有跌，投資、買賣黃金可能產生價格收益或投資本金之損失，最大可能損失為買進金額之全部，申請人於開立黃金存摺帳戶(以下稱黃金存摺)及決定買賣前，仍應審慎評估自身財務狀況及風險承擔能力，並自行判斷投資時機及承擔各項投資風險(包含但不限於黃金價值波動、外匯兌換限制及損失)。
- 二、黃金存摺不屬存款，不計算利息，且非屬中央存款保險公司之存款保險範圍，不享有存款保險保障。
- 三、黃金存摺內所記載單價資料係每筆交易當時之價格，並不代表帳戶內黃金餘額之價值。
- 四、黃金存摺新臺幣計價及美元計價之黃金各自分別登錄於同一本存摺，且不得跨幣別買賣或轉帳。
- 五、掛牌單位：分為「公克」(以新臺幣計價)與「盎司」(以外幣計價)二種，分別以 1 公克、1 盎司為基本掛牌單位，由貴行每一營業日訂定其買入和賣出價格並掛牌之。OBU 分行之境外客戶以申辦外幣計價黃金存摺業務為限。
- 六、黃金存摺約定存款帳戶：黃金存摺不受理現金交易，申請人開立黃金存摺時，應於各類存款開戶暨往來業務項目申請書之「黃金存摺扣款投資約定事項」註明約定扣款帳戶後，逐一簽蓋各該存款帳戶原留印鑑。欲以「公克」為單位買賣黃金，應與貴行約定**本人新臺幣活期(儲)、綜合存款或金如意綜合管理帳戶**，欲以「盎司」為單位買賣黃金時，則應約定**本人外匯活期、外匯綜合存款或金如意綜合管理帳戶**，約定之存款帳戶將作為單筆申購/定期投資/相關費用之約定扣款帳戶，以及辦理黃金回售時之約定入帳帳戶。無論係以新臺幣或外幣辦理黃金存摺業務，其相關手續費均由約定之新臺幣活期(儲)、綜合存款或金如意綜合管理帳戶繳納。
- 七、單筆申購：申請人單筆申購黃金時，應填具「黃金存摺單筆申購憑條」並簽蓋原留印鑑，且同意按承作當時貴行掛牌賣出價格，透過黃金存摺約定之扣款帳戶買進黃金部位後登錄於黃金存摺內，且每次申購黃金數量不得低於 1 公克或 1 盎司，並得計算至小數點第二位。
- 八、回售：申請人回售黃金時，應填具「黃金存摺支出憑條」並簽蓋原留印鑑，且同意按承作當時貴行掛牌買入價格賣出黃金部位，並將款項存入約定之存款帳戶。**申請人如為公、私營事業、機關、團體或組織，應於回售黃金時，開立免稅統一發票予貴行(免用或免開統一發票者應開立收據)，並應依規申報營業稅。**
- 九、定期投資(含定期定額及定期不定額投資)：申請人辦理定期投資申購黃金，應至少於投資日之前一營業日填具「黃金存摺定期投資申請約定書/變更申請書兼登錄單」並簽蓋原留印鑑，與貴行約定以指定投資日為每月黃金投資日(遇假日、其他不可抗力事件或當月無相當日者，順延至次營業日)，委由貴行於指定投資日自申請人約定之存款帳戶扣取投資金額及手續費，並將折算之黃金投資單位數登錄於申請人黃金存摺內。**相關約定事項悉依「黃金存摺定期投資約定事項」辦理。**
- 十、到價撮合：申請人授權貴行於指定撮合之起迄日內，於貴行營業日依申請人指定撮合單價及撮合數量執行撮合交易，於貴行黃金存摺牌告價格達到或優於申請人指定撮合單價時，貴行將於 10:00~15:00 每整點時批次辦理交易，並依該牌告價格執行申購/回售交易，執行後貴行即不再進行撮合。**相關約定事項悉依「黃金存摺到價撮合約定事項」辦理。**
- 十一、轉帳：申請人辦理轉帳時，應填具「黃金存摺支出憑條」書明轉入帳號並簽蓋原留印鑑，將黃金轉帳至貴行其他黃金存摺。轉入非本人存摺時，貴行將另計收手續費。國內各營業單位與 OBU 分行間之黃金存摺帳戶不得相互轉帳。
- 十二、提領黃金條塊
 - (一)申請人提領黃金條塊，應事先至貴行各營業單位櫃檯申請，並約定提領日期，俾憑備貨，提領之黃金條塊以貴行掛牌之黃金條塊規格為限，且黃金條塊一經提領後不得再行存入。
 - (二)申請人申請提領黃金條塊時，填具「黃金存摺黃金提領憑條」並簽蓋原留印鑑，貴行將自約定之費用扣款帳戶扣收轉換黃金條塊應補繳款。
 - (三)申請人領取黃金條塊時，應持本人身分證件、「黃金存摺黃金提領憑條」存根聯、原留印鑑向貴行原受理申請提領黃金條塊之營業單位領取黃金條塊。
 - (四)OBU 分行之境外客戶不得提領黃金條塊。
- 十三、手續費：悉依貴行收費標準計收。貴行得依業務需要進行變更或調整費用，並於生效日 60 日前於貴行營業場所、網站公告(但費用調降者不在此限)，貴行無須另以書面通知，申請人絕無異議。
- 十四、交易通路：申請人得於貴行各營業單位櫃檯或透過網路銀行(含行動銀行)辦理黃金單筆申購/回售/轉帳/定期投資及變更約定事項等交易，申請人透過網路銀行(含行動銀行)辦理上述交易時，應遵守貴行「網路銀行業務服務契約」及「第 e 個網業務約定事項」之約定，並以各類存款開戶暨往來業務項目申請書之約定存款帳戶為網路交易約定帳戶，由貴行逕行辦理黃金申購扣款或回售入帳作業。申請人欲透過網路銀行(含行動銀行)辦理黃金轉帳者，應事先約定黃金存摺網路銀行轉出及轉入帳號，或申請「本行同 ID 間轉帳免約定服務」。
- 十五、申請人若為外籍人士，需取得居留證，且不逾居留證之有效期限，始得辦理黃金存摺開戶及申購與回售之外幣業務；另外籍人士須持有效期限 1 年(含)以上有效居留證者，方得透過網路銀行(含行動銀行)辦理黃金存摺外幣業務；外籍人士須持有永久居留證者，始得辦理定期投資與到價撮合之外幣業務。

- 十六、黃金存摺表彰之權利，除得由申請人依貴行相關規範向貴行辦理質押借款外，不得轉讓或質押予第三者。
- 十七、存摺或印鑑被竊、遺失或毀損時，申請人應即辦理掛失等相關手續。惟於辦妥掛失前，申請人之黃金已被提領或出售或其他處分時，其損失概由申請人自行負擔。
- 十八、如因貴行作業錯誤致發生誤入黃金數量至申請人黃金存摺或溢付回售之款項至申請人與貴行約定之存款帳戶情事時，申請人同意貴行得逕予更正。
- 十九、黃金存摺之記載若與貴行記錄之實際交易資料不符時，除能證明貴行電腦記載有誤外，以貴行記錄為準，貴行並得將存摺之記載更正之，申請人不得自行塗改。
- 二十、結清銷戶：黃金存摺餘額為零、定期投資已約定永久停扣，且無事故登錄及依法扣押設定者，可結清銷戶，應由申請人本人填具「黃金存摺帳戶結清銷戶申請書」並簽蓋原留印鑑，以臨櫃或郵寄方式申請。
- 二十一、申請人辦理黃金存摺各項事宜，如有涉及贈與、繼承及應繳稅捐等情事，申請人或其繼承人自行申報與負擔。
- 二十二、申請人同意貴行提供之各項服務，如係因法令規定、電信線路故障、第三人人為破壞等不可歸責於貴行之事由而致中斷者，貴行無須負責。
- 二十三、申請人同意如有下列情事之一者，貴行除隨時得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下各約定事項之全部或一部份：
- (一) 因不可抗力事件、國際黃金市場價格或外匯市場匯率波動劇烈時。
- (二) 申請人黃金存摺約定存款帳戶遭假扣押、假處分、強制執行或其他法律處分、或有其他情事足認申請人有信用貶落或經公務機關通知帳戶涉及違法情事時。
- 二十四、如貴行收到法院或行政執行機關對申請人之黃金存摺之扣押命令、強制執行、假處分或其他保全處分時，貴行得依該相關命令或裁定辦理；如依強制執行命令須回售黃金存摺內之黃金時，貴行得逕依回售當時貴行掛牌買入價格辦理回售，並依該命令給付回售後賣得之價金，如有剩餘金額，貴行應將剩餘金額轉入申請人黃金存摺約定存款帳戶，若申請人約定存款帳戶遭凍結無法存入時，貴行得將該剩餘金額暫時存入貴行暫收帳戶，待申請人依法得領取該款項時再向貴行領取。
- 二十五、抵銷條款：
- (一) 黃金存摺倘受強制執行、假扣押、假處分、其他保全處分或申請人對本行所負債務有違約、加速到期情形，導致申請人於銀行之債務有不能清償之虞時，經銀行通知或催告後，債務即視為全部到期，銀行得將申請人寄存於本存摺內之黃金數量期前清償(申請人同意銀行得依銀行之牌告買進價格代理申請人辦理回售)，並將期前清償之款項逕行抵銷申請人對銀行所負一切債務。
- (二) 銀行前項抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時銀行發給申請人之摺簿或其他憑證，於抵銷之範圍內失其效力。

壹拾參、使用電子銀行特別約定事項

一、共同約定事項

- (一) 電子銀行係指申請人申請使用貴行提供之金融卡、電話語音銀行或網路銀行(含行動銀行)等服務，申請人申請並領取貴行發給之金融卡、密碼初值後，應即將密碼變更為自訂密碼(不得均為0)，並不得將密碼洩漏予他人以確保安全，如因密碼洩漏致有所損失，概由申請人自行負責，與貴行無涉。
- (二) 申請人應於貴行規定之期間內變更密碼初值，如在未變更密碼初值前遺失密碼函時，可至貴行國內各營業單位櫃檯重新申請。
- (三) 貴行於電子銀行提供之資料，將儘可能隨時更新，惟申請人同意並瞭解所有透過貴行系統查詢或傳真之利率、匯率、基金淨值等僅供參考，實際價格應以成交時貴行牌告或議定價格為準。
- (四) 申請人利用電子銀行辦理轉帳、轉存交易採即時扣款方式，其交易金額單位如下：
1. 轉出、轉入同一幣別之轉帳金額，新臺幣及日圓以「元」為單位，其他外幣得計算至小數點以下第二位。
 2. 轉出、轉入不同幣別(即幣別轉換)，新臺幣及日圓以「元」為單位，其他外幣計算至小數點以下第二位。
 3. 新臺幣活期性存款轉存定期性存款金額以「萬元」為單位。
 4. 外匯活期存款轉存定期存款，日圓以「元」為單位，其他外幣得計算至小數點以下第二位。
- 上列轉帳範圍、交易金額單位、每次最高/最低轉帳金額、每日最高累計轉帳金額、每次最低轉存金額、每月最高累計轉存金額及不同幣別間轉帳轉入金額之計算方式等悉依貴行規定辦理，並得依金融監督管理委員會、中央銀行、貴行或財金資訊股份有限公司有關規定之變更而調整之。
- (五) 申請人以電子銀行辦理綜合存款定期存款解約(含中途解約)存入活期存款時，系統不會自動解除該帳戶原申請自動轉存設定，申請人應另解除自動轉存設定，以避免款項再轉入定存；申請人取消自動轉存之設定後，如仍需自動轉存服務時，應重新辦理申請。
- (六) 申請人辦理電子銀行之交易係按無摺登錄方式辦理，與提示支票取款或提示存摺並填具存款、取款憑條於貴行櫃檯辦理之交易，具同等效力，每筆交易完成後即不得更改；另申請人繳納稅款或其他費用得不以本人應納稅款或費用為限，倘發生誤繳情事，應由申請人自行負責。
- (七) 申請人如憑存摺、原留印鑑至櫃檯辦理提款或轉帳，適貴行電腦系統因故無法操作時，在貴行未確定申請人存款餘額前，同意貴行以付款時該幣別前日帳上餘額加減當日同一幣別收支款項(不含存入交換票據部分)，並扣除申請人當日於電子銀行可提款及轉帳最高限額後之估算餘額範圍內辦理付款，絕無異議，且不得主張立即解除本約定後提款，如貴行循申請人之要求，在前日帳上餘額加減當日同一幣別收支款項(不含存入交換票據部分)之範圍內辦理付款，惟嗣後發現申請人提領之款項超過該幣別實際之帳上餘額時，一經貴行通知，申請人應即無條件償還該溢領款項，並自溢領日起，按貴行放款基準利率(授信利率)加年息 5%計付之利息。於申請人未償還墊款本息前，貴行得暫停申請人使用電子銀行。
- (八) 申請人於申請或變更電子銀行之約定帳號及辦理轉帳、幣別轉換時輸入之交易明細，均願自行核對確認，倘因帳號約定

- 錯誤或辦理轉帳輸入交易明細有誤致生之損失，概由申請人自行負責，貴行不須負責轉正或追還，惟貴行得提供必要之協助；另同意依貴行與財金資訊股份有限公司規定費率繳納轉帳交易手續費，並授權貴行自轉出帳戶內扣取。
- (九) 申請人利用電子銀行申請預約轉帳、自動轉存時，申請人同意轉帳日若非貴行營業日，將以該日之次一營業日為實際交易日，且若於實際交易日當日轉出帳戶餘額不敷扣帳、累計轉帳金額(不含綜合存款戶之活期性存款轉存定期性存款、定期性存款中途解約)超出貴行規定之範圍或帳戶遭法院扣押、強制執行或各項原因所致之限制，預約轉帳交易由貴行電腦自動取消，若實際交易日當日同時有多筆預約轉帳，將依完成預約轉帳交易之時間先後順序處理。
- (十) 申請人利用電子銀行辦理預約轉帳交易之取消，至遲須於實際交易日之前一日辦理；綜合存款之自動轉存及申請綜合定期存款到期不續存、改存等交易之取消，申請人同意至遲須於實際交易日之前一營業日之貴行營業時間中辦理，始生效力。
- (十一) 申請人利用電子銀行辦理預約轉帳交易，預約轉帳日期不得為預約當日，預約時間為申請日後第一個營業日至第一八五天內之轉帳交易，在實際交易日之前，該預約轉帳交易之轉出、轉入帳號如已移存、解約或註銷者，申請人同意該預約之轉帳交易由貴行電腦自動取消。
- (十二) 申請人利用電子銀行解約綜合存款帳戶各幣別最後一筆定期性存款時，如尚有質借本息未收回者，則貴行電腦將自動收回本息後轉入同一幣別之活期性存款，倘若貴行應收回之質借本息、代扣所得稅超過該筆綜合定期存款解約後之金額或有逾期未收之利息時，貴行得不予受理。
- (十三) 申請人辦理電子銀行連續輸入密碼錯誤達貴行規定之次數，貴行即自動暫停申請人使用電子銀行服務，惟在暫停使用前透過電子銀行已申請之各項交易(包括未到實際轉帳日之所有預約轉帳資料)，仍繼續有效；若申請人欲繼續使用，可至貴行國內各營業單位櫃檯辦理密碼重設手續。
- (十四) 申請人使用電子銀行交易後，應儘速檢查其交易結果及紀錄，若傳輸之資料因貴行傳輸前誤入帳或其他因素，造成帳務不正確等情事，同意貴行以記載數額或電腦主檔之結存餘額為準，但申請人如能證明上開記載數額或結存餘額有錯誤時，貴行應更正之。
- (十五) 申請人辦理金融卡、電話語音銀行或網路銀行(含行動銀行)業務之新增或變更約定轉入帳戶，須俟貴行審核通過後始生效。除約定轉入申請人本人(即統一編號及重複序號相同)於貴行之帳戶可立即生效外；約定轉入他人或他行之帳戶，則於審核通過後次日始生效。
- 申請人於申辦約定轉入帳號之後，如發現疑問或因其他需要，可撥打貴行 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 申請取消該約定轉入帳號；**前述有關約定轉出、轉入帳戶之規定，貴行得依金融監督管理委員會、中央銀行、貴行或財金資訊股份有限公司有關規定之變更而調整之。
- (十六) 申請人於電子銀行辦理外幣結匯金額應與臨櫃交易合併計算(買/賣分別計算)，且不得超過中央銀行規定限額，並依相關法規辦理外匯申報作業。倘交易逾前述限額或違反相關規定時，貴行得依規處理或拒絕其交易，如因此致貴行或申請人發生損害，概由申請人負責。
- (十七) 申請人使用電子銀行辦理外匯轉帳及結購/結售交易後，可於次一營業日至原開戶行要求發給交易憑證。
- (十八) 申請人利用電子銀行辦理不同幣別兌換交易，其適用匯率依實際兌換時之貴行牌告匯率折算。倘遇外匯市場波動劇烈時，貴行得暫停或關閉匯率相關服務。
- (十九) 約定轉入貴行之帳號如非正常戶者，申請人同意貴行不執行交易。
- (二十) 申請人使用電話語音銀行及網路銀行辦理轉帳後，貴行應寄發或交付交易清單，供申請人核對帳目。
- (二十一) 申請人與貴行訂定本約定事項使用貴行提供之電子銀行，願依貴行規定之收費標準繳納服務費及其他費用，並授權貴行自申請人之帳戶內自動扣繳，所扣繳金額均不包括稅捐，若因申請人帳戶存款餘額不足，致無法扣帳時，申請人同意貴行得逕自取消交易。
- (二十二) 申請人使用電子銀行進行各類交易，因電話線路、第三人之行為或其他不可抗力之因素所致之交易失敗或遲延，申請人同意自行負擔結果。
- (二十三) 申請人對於電子銀行如有任何疑似不法、使用不當、破壞等行為或貴行認為有必要時，貴行得隨時限制或終止申請人使用電子銀行，若因而損害貴行之權益時，申請人並負責賠償。
- (二十四) 申請人如對貴行提供之電子銀行服務有任何建議或諮詢，可電洽貴行 24 小時免付費客戶服務專線：0800-031-111 轉接專人服務。**

二、電話語音銀行特別約定事項

- (一) 使用本項業務提供服務所衍生之電信費用由申請人自行負擔。
- (二) 本項業務之服務時間為每日 24 小時(含例假日)，惟部分涉及帳務處理服務項目之服務時間依貴行規定。
- (三) 申請人以本項業務辦理金融卡、存摺、印鑑、存單掛失後，免再來行補辦書面掛失或註銷手續，惟補發及更換申請手續，悉依貴行有關規定辦理。
- (四) 申請人辦理終止本項業務時，應另填具申請書並經貴行完成電腦登錄後始生效，或自行以電話於本系統將密碼變更為“9999”，貴行將終止電話語音銀行業務並自動取消該帳戶終止前透過本系統申請之未到實際轉帳日所有預約轉帳交易資料，惟申請人仍可繼續使用本項業務不需輸入密碼之服務項目；申請人欲恢復使用本項業務可至貴行國內各營業單位櫃檯重新申請。

三、網路銀行業務特別約定事項

本項業務係申請人使用個人電腦或其他電子化設備(如智慧型手機、平板電腦...等)透過網際網路(Internet)與貴行電腦連結，直接在該網路上進行申請人或其他經授權帳戶之金融交易或取得所需金融資訊。

(一) 名詞定義

1. 「網路銀行業務」：指申請人端電腦或行動裝置經由網路與銀行電腦連線，無須親赴銀行櫃台，即可直接取得貴行所

提供之各項金融服務。

2. 「電子文件」：指貴行或申請人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
3. 「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
4. 「憑證」：指載有簽章驗證資料，用以確認簽署人身份、資格之電子形式證明。
5. 「私密金鑰」：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。
6. 「公開金鑰」：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。

(二) 網頁之確認：

申請人使用網路銀行前，請先確認網路銀行正確之網址，才使用網路銀行服務；如有疑問，請電洽 24 小時銀行客服專線：(02)2181-1111 詢問。貴行應以一般民眾得認知之方式，告知申請人網路銀行應用環境之風險。貴行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免申請人之權益受損。

(三) 服務項目

貴行應於本約定事項載明提供之服務項目，如於網路銀行網站呈現相關訊息者，並應確保該訊息之正確性，其對消費者所負之義務不得低於網站之內容。

(四) 連線所使用之網路

貴行及申請人同意使用網路進行電子文件傳送及接收。

貴行及申請人應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

(五) 電子文件之接收與回應

貴行接收含數位簽章或經貴行及申請人同意用以辨識身分之電子文件後，除查詢之事項外，貴行應提供該交易電子文件中重要資訊之網頁供申請人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以雙方約定之方式通知申請人。

貴行或申請人接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但貴行可確定申請人身分時，應立即將內容無法辨識之事實，以雙方約定之方式通知申請人。

(六) 電子文件之不執行

如有下列情形之一，貴行得不執行任何接收之電子文件：

1. 有具體理由懷疑電子文件之真實性或所指定事項之正確性者。
2. 貴行依據電子文件處理，將違反相關法令之規定者。
3. 貴行因申請人之原因而無法於帳戶扣取申請人所應支付之費用者。

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以雙方約定之方式通知申請人，申請人受通知後得以雙方約定方式向貴行確認。

(七) 電子文件交換作業時限

電子文件係由貴行電腦自動處理，申請人發出電子文件，經申請人依本約定事項第(五)條第一項貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定之期限內，得撤回、修改。

若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行營業時間時(上午 9 點至下午 3 點 30 分)，貴行應即以電子文件通知申請人，該筆交易將改於次一營業日處理或依其他約定方式處理。

(八) 費用

申請人自使用本項業務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自申請人之帳戶內自動扣繳；如未記載者，貴行不得收取。

前項收費標準於訂約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並將所調整之內容，以雙方約定之方式通知申請人。

第二項之調整如係調高者，貴行應於網頁上提供申請人表達是否同意費用調高之選項。申請人未於調整生效日前表示同意者，貴行將於調整生效日起暫停申請人使用網路銀行一部或全部之服務。申請人於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行契約相關服務。

第一項貴行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

(九) 申請人軟硬體安裝與風險

申請人申請使用本項業務之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由申請人自行負擔。

第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意申請人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。貴行並應於網站及所提供軟硬體之包裝上載明進行本項業務之最低軟硬體需求，且負擔所提供軟硬體之風險。

申請人於本項業務終止時，如貴行要求返還前項之相關設備，應以有特別約定者為限。

(十) 申請人連線與責任

貴行與申請人有特別約定者，必須為必要之測試後，始得連線。

申請人對貴行所提供之使用者代號、密碼、憑證及其他足以識別身分之工具，應負保管之責。

申請人輸入前項密碼連續錯誤達四次時，貴行電腦即自動停止申請人使用本項業務之服務。申請人如擬恢復使用，應依約定辦理相關手續。

(十一) 交易核對

貴行於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知申請人，申請人應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以雙方約定之方式通知貴行查明。

貴行應於每月對申請人以雙方約定方式寄送上月之交易對帳單(該月無交易時不寄)。申請人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以雙方約定之方式通知貴行查明。

貴行對於申請人之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查之情形或結果以書面方式覆知申請人。

(十二) 電子文件錯誤之處理

申請人利用本項業務之服務，其電子文件如因不可歸責於申請人之事由而發生錯誤時，貴行應協助申請人更正，並提供其他必要之協助。

前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知申請人。

申請人利用本項業務之服務，其電子文件因可歸責於申請人之事由而發生錯誤時，倘屬申請人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經申請人通知貴行，貴行應即辦理以下事項：

1. 依據相關法令提供該筆交易之明細及相關資料。
2. 通知轉入行協助處理。
3. 回報處理情形。

(十三) 電子文件之合法授權與責任

貴行及申請人應確保所傳送至對方之電子文件均經合法授權。

貴行或申請人於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以雙方約定方式通知他方停止使用該服務並採取防範之措施。

貴行接受前項通知前，對第三人使用該服務已發生之效力，由貴行負責。但有下列任一情形者，不在此限：

1. 貴行能證明申請人有故意或過失。
2. 貴行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟申請人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。

針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負擔。

(十四) 資訊系統安全

貴行及申請人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或申請人個人資料。

第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任。

第三人入侵貴行資訊系統對申請人所造成之損害，由貴行負擔。

(十五) 保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本項業務而取得申請人之資料，不洩漏予第三人，亦不可使用於與本項業務無關之目的，且於經申請人同意告知第三人時，應使第三人負本條之保密義務。

前項第三人如不遵守此保密義務者，視為本人義務之違反。

(十六) 損害賠償責任

貴行及申請人同意依本約定事項傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

(十七) 紀錄保存

貴行及申請人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

貴行對前項紀錄之保存，應盡善良管理人之注意義務。

保存期限為五年以上，但其他法令有較長規定者，依其規定。

(十八) 電子文件之效力

貴行及申請人同意以電子文件作為表示方法，依本約定事項交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

(十九) 申請人終止本項業務

申請人得隨時終止本項業務，但應親自、書面或雙方約定方式辦理。

(二十) 貴行終止本項業務

貴行終止本項業務時，須於終止日三十日前以書面通知申請人。

申請人如有下列情事之一者，貴行得隨時以書面或雙方約定方式通知申請人終止本項業務：

1. 申請人未經貴行同意，擅自將本約定事項之權利或義務轉讓第三人者。
2. 申請人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
3. 申請人違反本約定事項第(十三)條至第(十五)條之規定者。
4. 申請人違反本約定事項之其他約定，經催告改善或限期請求履行未果者。

(二十一) 契約修訂

本約定事項如有修改或增刪時，貴行以書面或雙方約定方式通知申請人後，申請人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知申請人，並於該書面或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知申請人得於變更事項生效前表示異議，及申請人未於該期間內異議者，視同承認該修改或增刪約款；並告知申請人如有異議，應於前項得異議時間內通知貴行終止契約：

1. 第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，貴行或申請人通知他方之方式。
2. 其他經主管機關規定之事項。

(二十二) 其他約定事項

1. 申請人申請本項業務一經電腦登錄啟用，除授權人之帳戶須依帳號逐一申請及貴行另有規定者外，適用在貴行已開

- 立及本項業務申請後開立之帳戶，且日後若有帳戶結清亦由貴行自動刪除。
2. 申請人擬變更電子郵箱位址應另填具申請書或由申請人自行連結至貴行網路銀行辦理。
3. 申請人申請轉帳服務一經電腦登錄啟用後生效，日後若有指定轉出存款帳號結清或轉籍等情事時，則逕由貴行自動終止該帳戶繼續使用轉帳服務。
- (二十三) 申請人啟用本項業務前，應於規定期間內親自將貴行發給之密碼(含登入密碼、代號及 SSL 密碼，以下同)初值更改為自訂之密碼(密碼規則依網頁說明)，完成相關設定，並自行妥慎保密，如因密碼洩漏致生糾葛情事，概由申請人自行負責，與貴行無涉。
- (二十四) 申請人擬終止與貴行網路銀行(含行動銀行)連結時，應另填具貴行申請書，並經貴行完成電腦登錄後始生效。
- (二十五) 申請人辦理註銷與貴行網路銀行(含行動銀行)連結並經貴行電腦登錄生效者，貴行將先註銷申請人所有網路銀行(含行動銀行)轉出／轉入帳號之約定，並取消在終止前申請之未到實際轉帳日之所有網路銀行(含行動銀行)預約轉帳交易資料。
- (二十六) 申請人如因登入密碼遺忘或連續輸入錯誤達四次導致無法連線時，得另填具貴行申請書向貴行申請新密碼，或透過貴行客服中心經與申請人線上身份核對後提供密碼錯誤次數重置，或透過晶片金融卡於線上辦理相關重新設定手續，恢復連線使用，申請人並明瞭經由晶片金融卡及輸入身分證統一編號或營利事業統一編號驗證後辦理重新設定，效力等同申請人親自臨櫃辦理。
- (二十七) 申請人已逾一定期間(依貴行最新公告期間為準)未登入使用網路銀行時，申請人同意貴行得暫時停止申請人使用網路銀行暨行動銀行服務；申請人如欲恢復使用，應至貴行辦理相關申請。
- (二十八) 辦理本項業務之各項手續費用、網路連線費用、憑證及實體 OTP 相關設備相關費用，由申請人自行負擔。
- (二十九) 本項業務傳輸之資料若因貴行傳輸前誤入帳或其他因素，造成帳務不正確等情事，同意貴行以記載數額或電腦主檔之結存餘額為準，但申請人如能證明上開記載數額或結存餘額有錯誤時，貴行應更正之。
- (三十) 本項業務提供服務內容及其相關規定(含約定事項)，以貴行公告與實際提供項目為準，若於申請人申請後有變更(含增減)，貴行得於貴行網站或各營業處所公告等方式公告周知，申請人不論是否知悉，貴行均不須再另以書面通知申請人；除貴行另有規定外，申請人無須另行申請，即可使用本項業務變更後之服務內容項目，申請人一旦使用該服務項目時，即視為申請人同意依貴行所公告變更之服務項目規定辦理。
- (三十一) 申請「線上約定轉入帳號服務」後，可透過網路銀行依已約定轉出帳號約定轉入帳號，於特定金額範圍內可轉入約定之轉入帳號，亦可於網路銀行自行註銷已於臨櫃或線上約定之轉入帳號；申請「本行同 ID 間轉帳免約定服務」後，免再約定轉出及轉入帳號，即可透過網路銀行進行貴行同 ID 間之新臺幣轉帳、黃金存摺轉帳交易。
- (三十二) 申請「非約定轉帳服務」後，免再約定轉出及轉入帳號，即可透過網路銀行於特定金額範圍內進行新臺幣非約定轉帳、繳費交易；亦可於網路銀行自行終止該服務。
- (三十三) 申請各項「交易服務功能」時，申請人得依不同交易服務之規定及轉帳金額限制，申請約定轉出及轉入帳號方能執行約定轉帳交易(但「e 指通(裝置綁定)服務」、「實體 OTP 交易服務」及「憑證交易服務」於特定金額範圍內，可轉入新臺幣非約定轉入帳號)，惟約定轉入帳號須俟貴行審核通過生效後(約定轉入申請人本人於貴行之帳戶可立即使用；約定轉入他人或他行之帳戶，若於申請日審核通過者將於申請日後次日才能使用，若於申請日後次日後審核通過者則於生效日可立即使用)，方可轉帳轉入該帳號。
- (三十四) 「SSL」(Secure Socket Layer)：指一種網路資料安全傳輸協定，用以保障申請人之瀏覽器與銀行伺服器間的交易資料傳輸安全，資料傳輸時經過加密保護、以資料完整性及雙方連線時身分辨識。
申請「SSL 交易服務」時，申請人均須約定轉入帳號方可進行轉帳，並以新臺幣萬元為單位，自行設定該轉出帳號每日 SSL 轉帳累計轉出限額，惟該限額仍不得超過貴行規定之最高限額。
- (三十五) 「OTP」(One Time Password)：指一次性動態密碼交易安控機制，申請人每次交易須使用銀行提供實體 OTP 設備產生所需密碼，該組密碼內容每次均為不同，且僅能使用一次，可提升交易安全性。
- (三十六) 申請「憑證交易服務」時須俟貴行審核通過生效後方能執行新臺幣非約定轉帳交易，同意遵守貴行提供之憑證硬體設備驅動程式軟體(含使用說明)及憑證識別資料相關規定並自行安裝使用，倘因該軟體使用或操作不當等情事造成申請人之損害，概與貴行無涉。申請人應於規定期間內，使用憑證申請密碼，取得認證中心核發之交易憑證後，以申請人之電子簽章作為交易之驗證，才能進行各項轉帳、繳稅或繳費作業(惟「憑證交易服務」不提供第 e 行動之交易使用)。另同意依該認證中心之憑證認證條款申請交易憑證及其公告之憑證申請及憑證展期等收費標準繳納相關費用，並授權貴行逕自由申請人存款帳號內代為扣繳。申請人申請之憑證，除得於約定範圍內使用，尚得依貴行或該憑證核發機構之網站公告應用範圍內使用，除此之外，申請人不得將該憑證作其他目的之使用。
- (三十七) 「e 指通(裝置綁定)服務」：指推播互動式安全驗證機制，申請人於行動 APP、第 e 個網、eATM 或臨櫃等取得驗證碼，並於行動 APP 綁定裝置後(第 e 個網、eATM 或臨櫃申請之驗證碼僅供第 e 行動 APP 綁定使用)，在已提供本項業務的交易中，可選擇「e 指通(裝置綁定)」作為認證方式，系統將推播交易訊息送至該申請人事先與貴行約定綁定之行動裝置，申請人點選該訊息進行交易資料之確認後，即可完成交易。
- (三十八) 申請人「憑證交易服務」、「實體 OTP 交易服務」、「e 指通(裝置綁定)服務」之憑證(密碼)、驗證碼或硬體設備若遭他人得知、洩漏、竊用等情形時，應立即向貴行辦理註銷等相關手續；惟在尚未依上開方式辦妥註銷手續業遭冒用所生之損害，申請人應自行負責。
- (三十九) 「憑證交易服務」之憑證使用期限為一年，若屆期願意繼續使用時，申請人應依規於到期前一個月內於貴行第 e 個網購買憑證後進行線上展期交易。
- (四十) 申請人使用各項「交易服務功能」時應輸入交易密碼，經其電腦自行檢核輸入正確以使用本約定事項之服務，倘申請人遺失硬體設備、遺忘密碼或連續輸入錯誤密碼達規定次數致無法作業時，應至貴行辦理相關申請，始得繼續使用本項業務。
- (四十一) 「憑證交易服務」之憑證無效及辦理方式：

1. 交易憑證已終止，須至貴行辦理重申請憑證。
 2. 交易憑證已到期，於憑證展期之期間內自行購買憑證後辦理線上憑證展期手續。
 3. 交易憑證已到期，且逾憑證展期期間，須至貴行辦理申請手續。
 4. 交易憑證資料毀損、遺失、展期不成功，或硬體設備密碼遺失、輸入錯誤達最大次數，須至貴行辦理申請手續。
- (四十二) 申請人擬註銷「憑證交易服務」或「實體 OTP 交易服務」時，應另填具貴行申請書辦理憑證註銷手續，並經貴行完成電腦登錄後始生效。如欲恢復使用時，應重新辦理申請手續。
- (四十三) 申請人使用本人晶片金融卡與晶片讀卡機執行交易，依該張晶片金融卡前已申請約定／非約定轉帳功能及約定轉入帳號之規定辦理。
- (四十四) 申請人之扣款指示經檢核無誤後，即由貴行依扣款指示逕自指定轉出存款帳號內代為扣繳，採即時扣款方式。**每次最高轉帳金額、每日最高累計轉帳金額應依貴行規定辦理。**
- (四十五) 申請辦理本項業務，其支出係按無摺登錄方式辦理，與提示存摺並填具取款憑條加蓋原留印鑑之取款具同等效力，**每筆轉帳交易完成時即不得更改**；另申請人繳稅、繳費得不以本人稅款、費用為限，故倘發生誤繳情事，應由申請人自行負責。
- (四十六) 申請人申辦本項業務後，如遇貴行資訊系統故障，電腦將自動暫停網路轉帳作業。若持存摺、原留印鑑至櫃台辦理提款時，同意貴行以付款時申請人前日帳上餘額加減當日收支款項，及扣除貴行提供之自動化服務設備當日可轉帳及提款最高限額後之估算餘額範圍內辦理，絕無異議，且不得主張立即解除本約定後提款；如申請人要求在前日帳上餘額加減當日收支款項範圍內提款，得於取款憑條上加註「本取款金額確在本人帳戶存款餘額範圍內，如有溢領願負無條件償還之責，並按溢領款項幣別之貴行放款基準利率(授信利率)加年息 5% 計付利息。」字樣，並親簽及加蓋原留印鑑後辦理。
- (四十七) **本項業務之轉帳手續費依貴行與財金資訊股份有限公司相關規定收費標準收取，並授權貴行逕自指定轉出存款帳號內代為扣繳。**
- (四十八) 申請人於貴行結帳分割時點後辦理之新臺幣網路轉帳交易，其轉帳存入款項，僅得自行利用貴行提供之自動化服務設備辦理提款或轉帳交易，倘該筆款項係轉帳存入支票存款帳戶或兌付證券交割者，除另有約定外，將因逾貴行結帳分割時點無法用以兌付當日之應付票據或證券交割款項。
- (四十九) 申請人於申請或變更約定帳號及辦理網路轉帳時輸入之交易明細，均願自行核對確認。倘因帳號約定錯誤或辦理網路轉帳輸入交易明細有誤致生之損失，概由申請人自行負責，貴行不須負責轉正或退還，惟貴行得提供必要之協助。
- (五十) 申請人辦理本項業務，貴行係依申請人之指示扣款，倘申請人如對轉帳或稅費之任何事項有爭議，或因錯誤重複轉帳或發生誤入帳等情事，申請人應自行處理，概與貴行無涉。
- (五十一) 辦理網路預約轉帳時，申請人同意**預約轉帳日若非營業日**，仍將以該日為實際交易日，且若於實際交易日當日轉出帳戶之餘額不敷扣帳，或累計轉帳限額及未登摺次數，超出本約定事項第(四十二)條規定範圍，預約轉帳交易由貴行電腦自動取消，若實際交易日當日同時有多筆預約轉帳，將依完成預約轉帳交易之時間先後順序及足數扣帳之交易為轉帳次序，並計算累計限額。
- (五十二) 網路預約轉帳之取消，申請人同意須於實際交易日之前一日辦理，始生效力；綜合存款轉存及申請定期性存款到期不續存、改存等交易之取消，申請人同意均須於實際交易日之前一日辦理，始生效力。
- (五十三) 申請人辦理網路預約轉帳交易後，在實際交易日之前，該預約轉帳交易之帳號如已轉籍、解約或註銷者，申請人同意該預約之轉帳交易由貴行電腦自動取消。
- (五十四) 申請各項「交易服務功能」後，如持有貴行外幣帳戶，即可辦理外幣存款兌換及本人帳戶外幣轉帳等交易；如申請約定轉出帳號，可辦理外幣現鈔申購交易；如欲辦理跨行或跨境外幣轉帳，應另填具申請書辦理約定。
- (五十五) 申請人向貴行開立黃金存摺帳戶後，並申請「SSL 交易服務」、「實體 OTP 交易服務」、「憑證交易服務」後，即可透過網路銀行辦理黃金存摺單筆申購/回售/轉帳/定期投資及變更約定事項等交易，惟欲透過網路銀行(含行動銀行)辦理黃金轉帳者，應事先約定貴行黃金存摺網路銀行轉出及轉入帳號或申請「本行同 ID 間轉帳免約定服務」。
- (五十六) 申請人應於貴行網站公告之服務時間內，透過網路銀行(含行動銀行)辦理黃金存摺單筆申購、回售、定期投資、轉帳等交易，產生之價款或手續費，由貴行依申請人之黃金存摺約定存款帳戶，逕行辦理入扣款作業。
- (五十七) 申請人透過網路銀行(含行動銀行)辦理黃金單筆申購、回售、轉帳交易之單日累積限額為 10 公斤(不含)或 300 盎司(不含)，按黃金存摺帳號、交易別(申購、回售、轉帳)及單位別(公克、盎司)分別累計。
- (五十八) 申請人辦理黃金存摺網路交易，應一併遵守其與貴行簽訂之「黃金存摺約定事項」之約定及相關法令之規定。
- (五十九) 「金融 Fast-ID 身分識別服務」：申請人於實體/Web ATM 取得註冊碼/驗證 QR CODE 後，至 iLEO APP 完成註冊，即可於相關交易使用本服務進行身分識別。
- (六十) 申請人除應遵守本約定事項外，交易時仍應詳閱並遵循各交易頁面所載之相關規定、限制及說明事項。如因申請人未詳閱、未充分瞭解或未予注意前述內容而致生任何損失者，除依法不得免責之情形者外，概由申請人自行承擔，不得向貴行主張任何權利。
- (六十一) 申請人如有違反本約定事項任一條款或有任何使用不當、破壞等行為時，貴行得隨時限制或終止申請人使用本項業務，若因而導致貴行或其原始授權人之權益時，申請人並負責賠償。

四、金融卡特別約定事項

- (一) 貴行提供申請人使用之金融卡為「晶片金融卡」，其功能包括存款、提款、轉帳、繳稅(費)、密碼變更、查詢餘額，另可選擇跨國提款(僅限附帶信用卡或簽帳功能之金融卡申請)、預付消費、消費扣款及其他貴行提供之功能。除提領外幣現鈔得自新臺幣活期(儲蓄)帳戶或外匯存款帳戶(限貴行金如意綜合管理帳戶及 iLEO 數位帳戶)扣款外，其支出之款項一律從新臺幣活期(儲蓄)存款領用。
- 預付消費係指申請人得以購兌、儲值方式將金額或點數轉入至金融卡之晶片內，並得憑金融卡在預付特約機構進行消

費交易。

消費扣款係指申請人向實體或虛擬之特約商店進行物品、勞務或其他交易時，使用貴行核發之晶片金融卡及申請人設定之密碼，委託貴行直接由新臺幣活期(儲蓄)存款帳戶即時扣款，轉入收單機構或特約商店帳戶之功能，包括消費扣款(固定及變動費率)、沖正、退費、預先授權及授權完成等交易。

收單機構係指與特約商店約定提供申請人消費扣款事宜之金融機構。

特約商店係指提供物品、勞務或其他交易經與收單機構簽約，受理持卡人以金融卡繳付消費款。

- (二) 申請人如領取金融卡、密碼函及辦理啟用登錄手續者，應親持身分證明文件及原留印鑑至原申請單位辦理。

申請人自申請日起算逾一個月未領取者，貴行得將金融卡及密碼函逕行作廢。

採預製金融卡(含密碼)者，申請人於辦妥開戶及填具本約定書後，即可領取金融卡及密碼函，並辦理啟用登錄手續。

申請人領取金融卡後，首次應至貴行之自動化服務機器自行設定密碼，日後如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制。

- (三) 申請人於自動化服務設備插入金融卡，存入現金至非插卡帳戶每筆及每日限額為新臺幣 3 萬元；存入貴行插卡帳戶每筆限額新臺幣 10 萬元，每日限額新臺幣 50 萬元(併計存入非插卡帳號、跨行存款等)，前述交易依存入貴行帳戶之身分證或營利事業統一編號歸戶，每日存入限額併計新臺幣 300 萬元。

惟使用無卡存款交易存入貴行任一存款帳戶，每日限額為新臺幣 3 萬元，且受每日現金存入款項(含有卡存款、櫃檯存入)累計達新臺幣 50 萬元(含)之限制。

- (四) 申請人使用金融卡交易限額

1. 於貴行自動服務設備提款時，每次最高限額為等值新臺幣參萬元，於參加金融資訊系統跨行連線金融單位(以下稱跨行)設置之自動化服務設備提款時，每次最高限額為等值新臺幣貳萬元，每日提款最高限額為等值新臺幣壹拾萬元。

2. 申請人於約定帳戶轉帳時，使用貴行自動化服務設備轉入貴行帳戶每次最高限額為新臺幣(以下同)參佰萬元，使用貴行或跨行自動化服務設備轉入跨行帳戶每次最高限額為貳佰萬元，每日最高限額為參佰萬元。

3. 申請人於非約定帳戶轉帳時，使用貴行網路 ATM 轉出每次最高限額為參萬元，使用跨行或貴行其他自動化服務設備轉出每次最高限額為參萬元，每日最高限額為參萬元。

4. 申請人約定帳戶轉帳及非約定帳戶轉帳每日最高限額為參佰萬元。

5. 申請人以繳費、公用事業費、貴行或同業代收之繳費項目，其交易金額不受非約定帳戶每日轉帳金額新臺幣參萬元之限制，使用貴行自動化服務設備轉入貴行代收帳戶每次最高限額為參佰萬元，使用貴行或跨行自動化服務設備轉入跨行代收帳戶每次最高限額為貳佰萬元，每日最高限額為參佰萬元，繳費與約定轉帳每日合併最高限額為參佰萬元。

6. 申請人繳稅交易不受每日最高限額之限制。

- (五) 前項所定之金額，貴行得視實際需要隨時調整，除依主管機關頒布之規範外，貴行應於調整 60 日前，以顯著方式於營業處所及貴行網站公開揭示之。

- (六) 申請人如以金融卡及密碼在貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。

- (七) 申請人領用貴行之金融卡，願依貴行之業務有關規定使用並繳交各項費用。

- (八) 申請人使用金融卡所為各項交易或服務所生之工本費如下：

1. 交易手續費類

(1) 新臺幣國內跨行提款：每次為 5 元。

(2) 新臺幣國內跨行轉帳：每次為 15 元。

個人帳戶自 108 年 4 月 1 日起，轉帳金額 500(含)元以下，每帳戶每日免收 1 次手續費；超過 1 次者，每次為 10 元；轉帳金額 501(含)至 1,000 元，每次為 10 元；轉帳 1,001 元以上，每次為 15 元。適用透過財金資訊系統之「實體」ATM、「網路」跨行轉帳等通路(即 ATM、eATM、語音銀行、第 e 個網、第 e 行動、iLEO、雲支付等)，不含金融 EDI、全國性繳費交易、通匯交易、企業網路銀行金融 XML 轉帳及 ACH 業務。

(3) 外幣提領：請見本項第(十五)項。

2. 服務費用類

(1) 卡片解鎖每次為 50 元。

(2) 補/換發新卡每次為 100 元。

本項費用雙方同意於交易時，逕自申請人帳戶扣繳或以其他約定方式繳納。

本項費用應以顯著方式於營業場所及貴行網站公開揭示。

本項第 2 款之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於申請人之事由所致者，不得收取之。申請人因卡片須解鎖或補、換發，而發生損害者，貴行應負賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。

- (九) 申請人應自行保管使用金融卡，如有出借、轉讓或質押者，申請人應自負其責。

- (十) 申請人或貴行終止本約定事項，或申請人結清銷戶、存款移存、金融卡損壞或其他原因停止使用時，除預付功能未使用之餘額，持卡人得繼續使用外，金融卡之其他功能得由貴行逕行終止。

- (十一) 申請人使用金融卡進行交易，如輸入密碼錯誤連續達四次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，除雙方另有約定外，申請人應親持身分證明文件及原留印鑑分別依下列方式辦理：

1. 金融卡遭鎖卡時，得至貴行國內各營業單位辦理解鎖。

2. 金融卡遭留置時，應自留置之次日起算 14 個營業日內至原開戶分行取回或換發新卡，逾期未取回，原開戶分行得將金融卡註銷。

- (十二) 申請人應妥善保管金融卡及密碼，並明瞭所有憑金融卡及密碼進行之交易，均視同本人所為，如有遺失、滅失、被竊或其他喪失占有等情形時，應即依約定方式向貴行辦理掛失手續，如以電話(貴行之電話語音銀行、客戶服務專線除外)向貴行敘明緣由先行掛失者，仍應於五個營業日內向貴行補辦書面掛失手續。
- 前項約定方式，應以申請人安全、便利方式辦理。
- 未辦理掛失手續前而遭冒用，貴行已經付款者，視為對申請人已為給付。但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致申請人密碼被冒用或盜用者，仍應由貴行負責。
- 如有下列情形之一者，申請人縱已辦妥掛失手續，貴行仍不承擔金融卡被冒用所生之損失。
- 1.遺失、被竊等情形係由於申請人之故意或重大過失，或收到卡片後未立即於卡片上簽名及/或設定密碼所致者。
 - 2.申請人本人或/與第三人或特約商店共謀詐欺或為其他不誠實行為，或經證明有牽連關係者。
 - 3.遺失被竊之金融卡係由申請人之配偶、家屬或與其同住之人，受僱人、代理人、直系或四親等內旁系血親、三親等內姻親冒用者，但申請人證明已對其提出告訴者，不在此限。
 - 4.金融卡被冒用後，拒絕協助調查或提出告訴者。
 - 5.由於天災、人禍等社會秩序顯著混亂之際所發生者。
- (十三) 申請人使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因申請人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經申請人通知貴行，貴行應即辦理以下事項
- 1.依據相關法令提供該筆交易之明細及相關資料。
 - 2.協助通知轉入行處理。
 - 3.回報處理情形。
- (十四) 跨行交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非營業日之交易，均歸屬次日營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。
- (十五) 申請人為持有金融卡之自然人得使用金融卡領取外幣，以新臺幣活期(儲蓄)帳戶扣款者，扣帳金額為該次提領外幣金額及結匯匯率計算而得之；自外匯存款帳戶扣款者，貴行將另依交易當時貴行即期與現鈔之牌告賣出匯率差額計收等值外幣之手續費，最低手續費為等值新臺幣 100 元。
- (十六) 申請人依前條持金融卡進行外幣交易時，授權貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續。
- (十七) 申請人使用金融卡後，應儘速檢查其交易結果及紀錄，並同意以貴行帳上之交易紀錄為準。惟另有證明該紀錄有誤者，不在此限。
- (十八) 貴行於自動化服務機器或金融卡增加新種金融業務時，申請人憑密碼使用金融卡之交易行為，與臨櫃填寫相關業務申請書辦理，具同等效力。
- (十九) 申請人使用財金資訊系統之自動化服務機器或其他端末設備，以該系統及該機器或設備所提供之服務項目為限，並願遵守該系統之有關規定。其因此而應付之各項費用，同意由貴行逕自申請人新臺幣活期存款(或活期儲蓄存款)存款帳戶內扣取之。
- (二十) 自動化服務機器或其他端末設備如因停電、電腦系統故障或其他原因致無法操作時，貴行或與貴行合作之第三人，得暫時停止受理申請人使用金融卡，申請人不得對貴行或其他任何人主張其使用金融卡之權利。
- (二十一) 自動化服務機器如因故無法操作，而貴行之電腦系統並未故障時，於貴行櫃檯營業時間內，申請人得憑金融卡依貴行之有關規定至原開戶單位填寫取款憑條並親自簽名，辦理新臺幣無摺取款及劃撥轉帳。
- 申請人依上述方式取款、轉帳與提示存摺簽蓋原留印鑑於取款憑條之取款具同等效力。
- (二十二) 憑金融卡轉帳以金融卡所屬帳號為轉出帳號，轉入帳號限貴行或其他金融機構所規定存款種類之帳戶，轉帳之金額以新臺幣元為單位，每次轉帳以轉入一個帳號為限。
- (二十三) 申請人使用金融卡轉帳每次最高金額，由貴行依申請人是否約定轉入帳號分別訂定，申請人約定轉入帳號生效後，每次轉帳金額在貴行規定之非約定轉入帳號最高金額以上時，貴行核對轉入帳號無誤後入帳，轉帳金額在貴行規定金額以下時，雖轉帳存入約定之轉入帳號，貴行仍不予核對，逕依申請人鍵入之帳號入帳。
- (二十四) 申請人使用貴行、參加財金資訊系統或國外之他行電子銀行，概依貴行電子銀行之受理業務及營業時間為限。
- (二十五) 預付款項於撥轉時，即自申請人帳戶扣除，不再計付存款利息，其未使用之餘額申請人不得主張退還或掛失。
- (二十六) 申請人得隨時向貴行申請停用金融卡，並終止本項業務，但應以雙方約定之書面通知方式辦理，但於終止前申請人對消費帳款及其他衍生債務仍應負清償之責。
- 如有下列情事之一者，貴行得隨時終止或暫時停止提供金融卡之功能：
- 1.金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
 - 2.申請人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
 - 3.申請人違反法令規定、損及貴行權益或有其他不法行為。
- (二十七) 申請人不得有複製或改製金融卡之行爲。
- (二十八) 申請人與特約商店間因消費交易所生之抗辯事由(如對服務或貨物之價金、數量、品質等有所爭議或有退貨之情事發生)，皆應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據，亦不得以其與特約商店間交易所生之糾紛對抗貴行。
- 申請人對消費帳款有疑義時，得向貴行請求複查，貴行應提供交易紀錄協助核對。
- (二十九) 申請人對使用金融卡交易之款項有疑義時，應自交易日起二個月內向貴行請求複查，經複查後對貴行之處理仍有異議時，應自交易日起三個月內向財金資訊股份有限公司投訴，逾期則推定銀行帳載事項無誤，不得再行提出異議，或以任何理由請求退還已扣繳之款項。
- (三十) 申請人如為公司、行號、機關、團體組織或未成年自然人，不得使用卡片於國外提款。
- 申請人在國外使用金融卡，除應遵守貴行約定事項外，尚須遵照國際組織及當地自動化服務機器有關憑卡提款之規定。

- (三十一) 申請人若在國外使用金融卡而被機器收回時，應在二十四小時內向自動化服務機器所屬當地金融機構出示護照並簽名，經核對無誤後取回，或自該事件發生後於國際組織規定期限內持交易憑證向貴行國內各營業單位辦理相關手續。
申請人在國外提領當地貨幣時，先按國際組織清算中心所公布之匯率折算為美元。申請人同意該組織加收一定比率之手續費(該手續費隨該組織之調整而調整)後，再由貴行依貴行訂定之匯率折算為新臺幣並酌收手續費，自新臺幣活期存款(或活期儲蓄存款)存款帳戶內扣取。
- (三十二) 申請人倘於金融卡指定商店進行消費扣款交易，經使用金融卡並輸入約定密碼後，視為啟用消費扣款服務功能以完成交易。申請人停止使用金融卡消費扣款功能者，應向貴行提出申請註銷金融卡之消費扣款功能後，始生終止效力。申請人使用金融卡進行消費扣款、退費或取消交易時，應自行留存交易時之單據或電子訊息，以供核對之用。
- (三十三) 申請人使用金融卡消費扣款每筆/每日限額為壹拾萬元，如因有關規定而變更，貴行得於調整前，以顯著方式於貴行網站或營業場所公開揭示。
申請人消費扣款指定帳戶之可用餘額，不足支付消費帳款、消費帳款逾前項約定限額或遭法院扣押或強制執行時，貴行並無扣款之義務。
- (三十四) 貴行應以善良管理人之注意，為申請人處理晶片金融卡消費扣款及帳務事宜。
有關申請人消費扣款帳務資訊之揭露，貴行應以存摺或其他約定之方式，提供每筆交易紀錄以供申請人核對。
- (三十五) 申請人同意貴行晶片金融卡消費扣款之相關作業或其他與本約定書有關之附隨業務，得依主管機關規定，委託第三人辦理。惟第三人於電腦處理及利用申請人個人資料時，仍應依相關法令規定並保守秘密。
- (三十六) 申請人如為公司、行號、機關、團體組織時，金融卡之使用、保管及其他衍生之行為，均視為申請人之行為，並均如數承認，絕無異議，餘比照本約定書其他各條款辦理。
- (三十七) 申請人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳遞及利用其個人資料。貴行非經申請人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。
- (三十八) 依公務人員退休資遣撫卹法第 69 條、公立學校教職員工退休資遣撫卹條例第 69 條、政務人員退職撫卹條例第 11 條、陸海空軍軍官士官服役條例第 51 條及軍人撫卹條例第 29 條規定開立之「退撫給與專戶」，僅供存入退休金、撫慰金、撫卹金及資遣給與等退撫法規保障之退撫給與，若嗣後因使用晶片金融卡消費扣款、約定連結存款帳戶付款或儲值，發生退貨(款)、餘額提領之情事或以該帳戶參加財金公司或金融機構等…所舉辦優惠或抽獎等活動所產生之現金回饋，皆無法存(匯)入該帳戶。

五、簽帳金融卡特別約定事項

(一) 名詞定義

1. 「持卡人」

指經貴行同意並核發簽帳金融卡之人。

2. 「簽帳金融卡」

指持卡人除可依金融卡約定執行一般金融卡之使用外，亦可使用於貼有 VISA 貼紙的特約商店簽帳扣款，簽帳扣款金額將由貴行先行於簽帳金融卡之指定扣款帳戶圈存，待特約商店請款時，再做解圈扣款交易，在特約商店未請款前，所有帳戶內圈存金額仍依原約定之利率計息給持卡人，若圈存後三十一個日曆日，特約商店仍未請款，則由貴行系統將該筆簽帳扣款金額自動解圈，惟若特約商店超過三十一個日曆日再來請款，只要係持卡人簽帳扣款，仍將委請貴行逕行由持卡人指定扣款帳戶扣款。**本約定事項所稱簽帳金融卡適用於 VISA 金融卡及悠遊 Debit 卡。**

3. 「收單機構」

指經各「信用卡」組織授權辦理特約商店簽辦事宜，並於特約商店請款時，先行墊付持卡人簽帳扣款予特約商店機構。

4. 「特約商店」

指與收單機構簽訂契約，並依該契約接受簽帳金融卡交易之商店。

5. 「每日、每次簽帳扣款額度」

每日簽帳扣款額度預設為新臺幣伍萬元，每次簽帳扣款額度預設為新臺幣貳萬元(與金融卡交易金額及悠遊卡自動加值金額分開計算)，惟申請人若要調整簽帳扣款日/次限額，可透過貴行 24 小時客戶服務專線(02)2181-1111 或 iLEO APP 申請調整。簽帳扣款額度不得超過持卡人指定扣款的存款帳戶可用餘額。但持卡人對超過「每日、每次簽帳扣款額度」及「指定扣款的存款帳戶餘額」使用之簽帳扣款仍負清償責任。

6. 「扣款日」

指特約商店透過收單機構向貴行請款，貴行再自持卡人指定扣款的存款帳戶扣繳款項日期。

7. 「結匯日」

係指持卡人於國外持卡消費後，由貴行或貴行授權之代理人依各「信用卡」組織按約所列匯率，將持卡人之外幣應付帳款折算為新臺幣結付之日。若因匯率變動致圈存金額與清算結匯後之新臺幣應付帳款不符時，以清算結匯後之新臺幣應付帳款為準。

(二) 申請

申請對象：

1. 一般活(儲)存帳戶：成年之自然人。

2. 數位綜合管理帳戶：

(1) 個人戶：年滿十五歲之本國籍自然人，**未成年不得於國外簽帳扣款、提款。**

(2) 非個人戶：依本國商業登記法登記之獨資組織，其負責人限本國籍成年自然人，惟無法使用跨國提款功能。

申請人應將個人基本資料、財務資料及其他相關資料據實填載於申請表格各欄，且依貴行要求提出真實及正確之有關

資料或證明文件，並同意貴行得向相關機關查核所附文件真偽。

另申請人應依貴行規定及程序開立存款帳戶，指定為簽帳金融卡帳款直接扣款之帳戶。持卡人留存於貴行之資料(如：連絡地址、電話、e-mail、職業或職務等)有所變動時，應即通知貴行，並得透過貴行各營業單位、客服中心、個人網路銀行、第e行動、iLEO APP等更新資料。

(三) 個人資料之蒐集、利用、電腦處理及國際傳遞

1. 貴行僅得於簽帳金融卡申請或履行契約之目的範圍內，蒐集、處理、利用及國際傳輸簽帳金融卡申請人或持卡人個人資料及與金融機構之往來資料。但相關法規另有規定者，不在此限。
2. 基於前項之特定目的範圍內，簽帳金融卡申請人或持卡人同意貴行得將簽帳金融卡申請人或持卡人個人資料及與貴行之往來資料(以下簡稱個人資料)提供予持卡人往來之金融機構、財團法人聯合信用卡處理中心、財金資訊股份有限公司、信用卡國際組織、財團法人金融聯合徵信中心。
3. 受貴行遵循相關法令委任代為處理事務之人及前項簽帳金融卡申請人或持卡人同意之對象等第三人，亦得隨時於相關法規所允許之範圍內，蒐集、處理、利用及國際傳輸個人資料。但貴行提供予前述機構之簽帳金融卡申請人或持卡人個人資料如有錯誤或變更時，貴行應主動適時更正或補充，並要求前述機構更正或補充，及通知簽帳金融卡申請人或持卡人。
4. 受貴行遵循相關法令委任代為處理事務之人違反個人資料保護法規定，致個人資料遭不法蒐集、處理、利用或其他侵害簽帳金融卡申請人或持卡人權利者，簽帳金融卡申請人或持卡人得依民法、個人資料保護法或其他相關法令規定，向貴行及受貴行遵循相關法令委任代為處理事務之人請求連帶賠償。
5. 簽帳金融卡申請人或持卡人提供貴行之相關資料，如遭貴行以外之機構或人員竊取、洩漏、竄改或其他侵害者，應儘速以適當方式通知簽帳金融卡申請人或持卡人，且簽帳金融卡申請人或持卡人向貴行要求提供相關資料流向情形時，貴行應即提供簽帳金融卡申請人或持卡人該等資料流向之機構或人員名單。

(四) 契約雙方之基本義務

1. 貴行應以善良管理人之注意為持卡人處理使用簽帳金融卡交易款項之清償事宜，並自行或由各收單機構提供特約商店供持卡人使用簽帳金融卡交易。
2. 持卡人簽帳金融卡屬於貴行之財產，持卡人應妥善保管及使用。貴行僅授權持卡人本人在簽帳金融卡有效期限內使用簽帳扣款功能，不得讓與、轉借、提供擔保或以其他方式將簽帳金融卡之占有轉讓予第三人或交其使用。
3. 持卡人不得與第三人或特約商店偽造虛構不實交易行為或共謀詐欺，以簽帳金融卡簽帳方式或其他方式折換金錢或取得利益。
4. 持卡人如購買高變現性之物品，或至財團法人聯合信用卡處理中心列管之風險特店簽帳扣款、或有其他異常簽帳時間、地點或項目而疑有虛偽不實交易或共謀詐欺之情形時，貴行得保留授權與否之權利，限制或婉拒持卡人就前述交易行為使用貴行簽帳金融卡。
5. 持卡人違反前述第二款至第四款約定致生之應付帳款者，亦應對之負清償責任。
6. 貴行應確保廣告內容之真實，對持卡人所負之義務不得低於廣告之內容。但貴行提供關於「信用卡」之各項活動、服務或約定，如無特別註明，則專屬「信用卡」持卡人，簽帳金融卡持卡人不得適用之。
7. 持卡人使用自動化設備辦理相關交易，就其交易密碼或其他辨識持卡人同一性之方式，應予以保密，不得告知第三人。

(五) 契約審閱期間

申請人於收到核發簽帳金融卡七日內，得以第(十八)條所定之方式通知貴行解除契約，無須說明理由及負擔任何費用或價款，但已使用核發新卡者，不在此限。

(六) 一般交易

申請人收到簽帳金融卡後，應立即在背面簽名，以降低遭第三人冒用之可能性。

持卡人使用簽帳金融卡交易時，於出示簽帳金融卡刷卡後，經查對無誤，應於簽帳單上簽名確認，並自行妥善保管簽帳單收執聯，以供查證之用。

持卡人於特約商店同意持卡人就原使用簽帳金融卡交易辦理退貨、取消交易、終止服務、變更貨品或其價格時，應向特約商店索取退款單，經查對無誤後，應於退款單上簽名確認，並自行妥善保管退款單收執聯，以供查證之用。但經持卡人及特約商店同意，得以特約商店自行簽認，並以持卡人保留退貨憑證或其他足資證明文件之方式代之。

特約商店於下列情形得拒絕接受持卡人使用簽帳金融卡交易：

1. 簽帳金融卡為偽造、變造或有破損、斷裂、缺角、打洞、簽名模糊無法辨認及簽名塗改之情事者。
 2. 簽帳金融卡有效期限屆至、業依第(十三)條辦理掛失或本項業務已解除或終止者。
 3. 貴行已暫停持卡人使用簽帳金融卡之權利者。
 4. 持卡人在簽帳單上之簽名與簽帳金融卡上之簽名不符，或得以其他方式證明持卡人非貴行同意核發簽帳金融卡之本人。
 5. 持卡人累計本次交易後，已超過貴行每日或每次簽帳扣款額度或簽帳扣款額度超過持卡人指定扣款的存款帳戶餘額。但經貴行特別授權特約商店接受其使用簽帳金融卡交易者，不在此限。
- 前項第一款、第二款或第四款之情形者，特約商店得拒絕返還該簽帳金融卡。持卡人如遇有特約商店依第四項各款以外之事由拒絕持卡人使用簽帳金融卡交易，或以使用簽帳金融卡為由要求增加商品或服務價格者，得向貴行提出申訴，貴行應自行或於轉請收單機構查明後，將處理情形告知持卡人。如經查明特約商店有上述情事，貴行有故意或重大過失者，應對持卡人負損害賠償責任。

(七) 特殊交易

1. 簽帳金融卡僅開放可與貴行主機連線之商店一般消費購物簽帳，不含分期交易、基金、公用事業費等非一般消費購物簽帳。

- 2.依交易習慣或交易特殊性質，其係以郵購、電話訂購、傳真、網際網路、行動裝置、自動販賣設備等其他類似方式訂購商品、取得服務、代付費用而使用簽帳金融卡付款等情形，貴行得以密碼、電話確認、收貨單上之簽名、郵寄憑證或其他得以辨識當事人同一性及確認持卡人意思表示之方式代之，無須使用簽帳單或當場簽名。
- 3.自動化設備交易中之「自助加油」交易，或其他特殊授權交易，貴行得先自持卡人「指定扣款帳戶」之可用餘額內圖存保留固定金額(目前為每次新臺幣 1,800 元)，俟特約商店或收單機構向貴行請款時(即扣款日)，貴行再按實際應付消費款項扣款支付之。前揭特殊授權交易之類別，將於貴行網站上公開揭示。
- 4.持卡人原須以簽名方式結帳之交易，倘國內消費金額於新臺幣3,000元以下或國外消費金額屬於信用卡國際組織規定之免簽名交易者，特約商店得以免簽名方式結帳。

(八) 交易爭議款處理程序

持卡人對消費明細如有疑義，例如無此筆交易、重覆扣款等，得立即向貴行詢問，並得依規定申請爭議款處理，詳洽貴行 24 小時客戶服務專線(02)2181-1111。

持卡人如與特約商店就有關商品或服務之品質、數量、金額有所爭議時，應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據。

持卡人使用簽帳金融卡，如符合各信用卡組織作業規定之下列特殊情形，如預訂商品未獲商店移轉商品或其數量不符、預訂服務未獲提供時，應先向特約商店尋求解決。如無法解決時，應於當期簽帳扣款對帳單寄發日起 30 日內，檢具貴行要求之相關證明文件，請求貴行就該筆交易以第(十)條帳款疑義處理程序辦理。

(九) 簽帳扣款對帳單

持卡人若有簽帳，貴行須每月寄發簽帳扣款對帳單。簽帳金融卡持卡人於申請表格所載之通訊地址或其他聯絡方式有所變更，而未通知貴行者，則以最後通知之通訊地址或申請表格上所載通訊地址為貴行應為送達之處所。

貴行將業務上有關文書或應為之通知，向持卡人最後通知之通訊地址或申請表格所載聯絡地址發出後，經通常郵遞之期間，即視為已合法送達。

(十) 帳款疑義之處理程序

- 1.持卡人於當期簽帳扣款對帳單寄發日起 30 日內，如對交易事項有疑義，得檢具理由及貴行要求之證明文件(如簽帳單或退款單收執聯等)通知貴行，或請求貴行向收單機構調閱簽帳單或退款單，或請求貴行就該筆交易依各信用卡組織之作業規定，向收單機構或特約商店主張扣款。
- 2.持卡人未依前項約定通知貴行者，推定交易事項無錯誤，日後不得抗辯拒付。
- 3.貴行依第一項後段規定向收單機構或特約商店主張扣款，如經貴行證明無誤或因非可歸責於貴行之事由而不得扣款時，如該款項已暫時先行返還持卡人，貴行得視情況先自持卡人「指定扣款帳戶」扣除該款項支付之，不足部份，持卡人仍應負清償責任，並依第(十一)條第二項、第三項規定辦理。
- 4.持卡人如有請求貴行向收單機構調閱簽帳單或退款單時，應給付貴行調閱簽帳單手續費，每筆簽帳單以新臺幣壹佰元計。

(十一) 繳款

持卡人同意於簽帳扣款時，貴行得先自持卡人「指定扣款帳戶」將該應付簽帳款項圖存(持卡人無法提領該圖存款項)，俟特約商店或收單機構向貴行請款時(即扣款日)，貴行再將該應扣款項支付之。但如特約商店或收單機構自簽帳扣款日起三十一個日曆日止仍未向貴行請款，貴行即應解除該圖存款項。

持卡人「指定扣款帳戶」存款餘額於應扣款日不足支付某筆應付簽帳款項時，貴行得拒絕扣除該筆之存款餘額，持卡人並應儘速將不足部份款項存入該「指定扣款帳戶」。

前項情形，貴行得自應扣款日起，逐日自持卡人「指定扣款帳戶」扣除存款餘額，至應付簽帳款項及其他費用全部清償完畢為止。簽帳扣款交易原則上不得透支，惟申請人有申請透支功能者，如廠商請款時若指定扣款帳戶餘額不足，貴行有權從其透支額度中請款。

(十二) 國外交易授權結匯

持卡人所有使用簽帳金融卡交易帳款均應以新臺幣結付，如交易(含辦理退款)之貨幣非為新臺幣，或於國外以新臺幣交易，或於國內以新臺幣交易但仍經國際清算或與設於國外之網站、特約商店交易及辦理退款時，則授權發卡機構依各信用卡國際組織依約所列之結匯日匯率直接換算為新臺幣或約定結付外幣，加計發卡機構應向各該國際組織給付之手續費及發卡機構以交易金額 0.5%計算之國外交易服務費後結付。

如使用 PLUS 跨國提款功能，須支付貴行每筆新臺幣 75 元及該筆提款金額之 1.55%手續費。如使用財金公司晶片金融卡跨國提款功能，於香港及澳門地區須支付貴行每筆新臺幣 100 元之手續費。持卡人授權貴行為其在於中華民國境內之結匯代理人，辦理簽帳金融卡在國外使用卡片交易之結匯手續，但持卡人應支付之外幣結匯金額超過法定限額者，持卡人應以外幣支付該超過法定限額之款項。若因匯率變動致圖存金額與清算結匯後之新臺幣應付帳款不符時，以清算結匯後之新臺幣應付帳款為準。

(十三) 卡片被竊、遺失或其他喪失占有

持卡人簽帳金融卡如有遺失、被竊、被搶、詐取或其他遭持卡人以外之第三人占有之情形(以下簡稱遺失或被竊等情形)，應儘速以電話或其他方式通知貴行辦理掛失停用手續。惟如貴行認為有必要時，應於受理掛失手續日起十日內通知持卡人，要求於受通知日起三日內向當地警察機關報案或以書面補行通知貴行。

持卡人自辦理掛失停用手續時起被冒用所發生之損失，概由貴行負擔。但有下列情形之一者，持卡人仍應負擔辦理掛失停用手續後被冒用之損失：

- 1.第三人之冒用為持卡人容許或故意將簽帳金融卡交其使用者。
- 2.持卡人與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。
- 3.持卡人因故意或重大過失將使用自動化設備進行其他交易之交易密碼或其他辨識持卡人同一性之方式使第三人知悉者。

辦理掛失手續前持卡人被冒用之自負額每卡以新臺幣參仟元為上限。但有下列情形之一者，持卡人免負擔自負額：

1. 持卡人於辦理簽帳金融卡掛失手續完成前二十四小時以後被冒用者。
2. 冒用者在簽單上之簽名，以肉眼即可辨識與持卡人簽名顯不相同或以善良管理人之注意而可辨識與持卡人簽名不相同者。

持卡人有本條第二項但書及下列情形之一者，且貴行能證明已盡善良管理人之注意義務者，其被冒用之自負額不適用前項約定：

1. 持卡人得知簽帳金融卡遺失或被竊等情形而怠於立即通知貴行，或持卡人發生簽帳金融卡遺失或被竊等情形後，自第一筆被冒用日起已逾二十日仍未通知貴行者。
2. 持卡人違反第(六)條第一項約定，未於簽帳金融卡簽名致第三人冒用者。
3. 持卡人於辦理簽帳金融卡掛失手續後，未提出貴行所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。

(十四) 補發新卡、換發新卡及屆期續發新卡

持卡人發生簽帳金融卡遺失或被竊等情形並依第(十三)條規定辦理掛失停用手續後，或因污損、消磁、刮傷及其他原因致令簽帳金融卡不堪使用，貴行得依持卡人申請補發新卡，補換發手續費比照一般金融卡。貴行於簽帳金融卡有效期間屆滿時，如未依第(十八)條終止契約者，應續發新卡供持卡人繼續使用。惟貴行基於風險、安全、持卡人財務、信用、消費及還款狀況等考量，持卡人同意於簽帳金融卡簽帳功能終止、停用或發生無法使用之原因時，得不續發新簽帳金融卡予持卡人，惟原有效期間屆滿之簽帳金融卡除無法簽帳扣款及跨國提款外仍可行使一般金融卡功能，持卡人同意接受及履行存款開戶總約定書內一般金融卡約定條款之規定。簽帳金融卡有效期間屆滿前，持卡人如無續用之意願，須於有效期限屆滿前，事先通知貴行終止本項業務，或於接獲續發新卡後七日內，以第(十八)條所定之方式通知貴行終止本項業務，無須說明理由及負擔任何費用或償款，但已使用核發新卡者，不在此限。

(十五) 抵銷及抵充

持卡人經貴行依第(十八)條主張視為全部到期之權利時，貴行得將持卡人寄存於貴行之各種存款及對貴行之一切債權期前清償，並得將期前清償之款項抵銷持卡人對貴行所負之債務。貴行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時貴行發給持卡人存摺、存單及其他債權憑證，在抵銷範圍內失其效力。如抵銷之金額不足抵償持卡人對貴行所負之全部債務者，依民法第三百二十一條至第三百二十三條規定抵充之。但貴行指定之順序及方法較民法第三百二十三條之規定更有利於持卡人者，從其指定。

(十六) 契約之變更

本約定事項如有修改或增刪時，貴行以書面、法令允許之方式或其他經貴行同意之方式通知持卡人後，持卡人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或電子化方式(包含但不限於 e-mail、簡訊、網路、QR CODE、APP 及語音等)通知持卡人，並於該書面或電子化方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知持卡人得於變更事項生效前表示異議，及持卡人未於該期間內異議者，視同承認該修改或增刪約款；並告知持卡人如有異議，應於前項得異議時間內，將簽帳金融卡截斷掛號寄回，通知貴行終止契約。

1. 增加向持卡人收取之手續費及可能負擔之一切費用。
2. 簽帳金融卡發生遺失、被竊等情形或滅失時，通知貴行之方式。
3. 持卡人對他人無權使用其簽帳金融卡後發生之權利義務關係。
4. 有關簽帳金融卡交易帳款疑義之處理程序。
5. 其他經主管機關規定之事項。

(十七) 簽帳金融卡使用之限制

1. 持卡人如有下列事由之一者，貴行無須事先通知或催告，得降低持卡人每日簽帳扣款額度或暫時(永久)停止持卡人使用簽帳金融卡之權利：
 - (1) 持卡人違反第(二)條第二項、第(四)條第二款、第三款或第四款者。
 - (2) 持卡人「指定扣款帳戶」存款餘額自應扣繳日起連續二個月不足支付應付消費款項時。
 - (3) 持卡人依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所宣告拒絕往來、停止營業或清理債務者。
 - (4) 持卡人為法人或非法人團體之法定代理人、代表人、管理人者，關於該法人或非法人團體經票據交換所公告拒絕往來者。
 - (5) 持卡人因刑事而受有期徒刑以上之宣告或沒收主要財產之宣告者。
 - (6) 持卡人如使用簽帳金融卡不當或貴行研判持卡人帳戶有疑似不當使用之情事時，得隨時停止或終止持卡人使用卡片，並收回簽帳金融卡予以作廢。
 - (7) 持卡人名下所持有之帳戶或信用卡，經貴行主動發現或司法警察機關、其他金融機構通報有發生「詐欺犯罪危害防制條例」所稱疑似涉及詐欺犯罪之情事。
2. 持卡人如有下列事由之一者，經貴行事先通知或催告後，得降低持卡人每日簽帳扣款額度或暫時(永久)停止持卡人使用簽帳金融卡之權利：
 - (1) 持卡人違反第(二)條第三項，貴行已依原申請時填載資料之聯絡地址、電話通知而無法取得聯繫，或持卡人職業或職務有所變動足以降低原先對持卡人信用之估計者。
 - (2) 持卡人「指定扣款帳戶」存款餘額自應扣繳日起連續一個月不足支付應付消費款項時。
 - (3) 持卡人違反第(一)條第五款約定超過「每日刷卡消費額度」或「指定扣款帳戶存款餘額」使用簽帳金融卡交易者。
 - (4) 持卡人存款不足而退票，或其為法人或非法人團體之法定代理人、代表人、管理人，而該法人或非法人團體存款不足而退票者。
 - (5) 持卡人遭其他發卡機構暫停使用「信用卡」之權利或終止「金融卡」、「簽帳卡」或「轉帳卡」契約者。
 - (6) 持卡人受強制執行或假扣押、假處分或其他保全處分者。
 - (7) 持卡人因其他債務關係被提起訴訟，或因涉及刑事被偵查或起訴者。
 - (8) 對任一金融機構或發卡機構(包括總機構及分支機構)之任一債務遲延不償還，或其他債務有遲延繳納本金或利息

者，或於財團法人聯合徵信中心、財團法人聯合信用卡中心等，顯示持卡人有債信不良之虞者。

(9)持卡人依約定負有提供擔保之義務而不提供者。

3.為保障持卡人之交易安全，持卡人如有涉及易出現偽冒、盜刷或有洗錢徵兆之高風險產業或易變現物品之消費行為，或在自已經營/服務之商店刷卡消費，或至未經主管機關核准之境外投資交易平台、匯兌平台或至財團法人聯合信用卡處理中心列管之特約商店刷卡消費，或有其他因簽帳時間、地點、項目、次數、金額(含與持卡人身分、職業、財產所得等背景顯不合理、接獲國際組織或其他發卡機構風險通報)等異常情形，而遭貴行合理懷疑有虛偽不實交易、共謀詐欺、偽冒交易、折換金錢、取得不當利益或其他顯不合理之情事時，貴行保留授權與否之權利，即得限制或婉拒持卡人就前述交易行為使用簽帳金融卡。

4.貴行於前述第一款或第二款各目事由消滅後，或經貴行同意持卡人釋明相當理由，或持卡人清償部份款項或提供適當之擔保者，得恢復原核給持卡人之每日簽帳扣款額度或使用簽帳金融卡之權利。

(十八)喪失期限利益及契約之終止

持卡人得隨時將簽帳金融卡截斷送回，通知貴行終止本項業務。持卡人如有前條第一款或第二款之事由，或簽帳金融卡有效期限屆至者，貴行得以書面或其他經貴行同意之方式通知持卡人終止契約。持卡人「指定扣款帳戶」契約如終止時，本項業務亦同時終止。本項業務終止或解除後，持卡人不得再使用簽帳金融卡(含有效期限尚未屆至者)。

(十九)業務委託

持卡人同意貴行之交易帳款收付業務、電腦處理業務或其他與本項業務有關之附隨業務，於必要時得委託適當之第三人或與各信用卡組織之會員機構合作辦理。持卡人同意貴行或其他第三人之合作關係或名稱或組織變更時，本約定事項仍繼續有效，持卡人無需簽署其他文件，仍願遵守本約定事項之各項規定。

(二十)若被要求需輸入密碼方可簽帳扣款，此商店即非信用卡特約商店而係金融卡消費扣款特約商店，該筆消費將無法享有簽帳金融卡特約商店優惠、現金回饋及跨行提款手續費減免，僅適用金融卡消費扣款特約商店優惠。

(二十一)貴行簽帳金融卡為無凸字之金融卡，如特約商店以人工手動壓印卡面凸字方式進行刷卡交易時，因無法拓印出卡號，將無法進行交易。

(二十二)適用法律

本約定事項之準據法為中華民國法律。依本約定事項發生債權債務之關係，其法律行為之成立要件、效力及方式適用中華民國法律。

(二十三)管轄法院

因本約定事項涉訟時，除法律所規定之法院有管轄權外，持卡人並同意以台灣台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。

(二十四)其他約定事項

本約定事項或其他附件各項約定如有未盡事宜，由雙方另行協議訂定之。

六、悠遊 Debit 卡特別約定事項

持卡人茲向貴行申辦具有簽帳金融卡及悠遊卡功能之悠遊 Debit 卡，有關悠遊 Debit 卡之使用除願遵守簽帳金融卡特別約定事項外，並願遵守以下各約定條款：

(一)名詞定義

1.悠遊 Debit 卡：指貴行與「悠遊卡股份有限公司」(以下簡稱悠遊卡公司)合作發行具有簽帳金融卡及悠遊卡功能之晶片卡；悠遊卡功能為記名式悠遊卡，提供掛失退費之服務；持卡人須同意貴行在核發卡片時提供個人基本資料予悠遊卡公司，以提供持卡人相關服務。

2.悠遊卡：指悠遊卡公司發行以「悠遊卡」為名稱之儲值卡，持卡人得於法令限制範圍內，以所儲存之金錢價值抵付交通運輸、停車場及其他服務或消費；悠遊 Debit 卡所具有之「悠遊卡」票種為普通卡，之後如有發行其他票種，相關申請規定，悉依悠遊卡公司及貴行網站最新公告辦理。

3.自動加值(Autoload)：指持卡人與貴行約定，於使用悠遊 Debit 卡之悠遊卡時，因儲值金額不足以支付當次消費或低於新臺幣 100 元時，可透過連線式自動加值設備(目前為悠遊卡加值機 AVM 及小額消費端末設備；**捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動加值服務**，如有增修使用範圍將依悠遊卡公司網站公告為準)，自悠遊 Debit 卡之指定扣款帳戶，自動加值一定金額至悠遊卡內；自動加值之效力與持卡人之簽帳金融卡簽帳扣款交易相同。

4.餘額轉置：係指將悠遊 Debit 卡中「悠遊卡」餘額結清，並轉置至持卡人指定扣款帳戶中，但若餘額為負值時，持卡人同意將該筆負值款項視為簽帳扣款，計入持卡人指定扣款帳戶中向持卡人收取；餘額轉置之工作時間約 40 日。

5.特約機構：指與悠遊卡公司訂定書面契約，約定持卡人得以悠遊卡支付商品、服務對價、政府部門各種款項及其他經主管機關核准之款項者。

(二)悠遊卡之使用

1.開始使用

悠遊Debit卡之悠遊卡功能無須開啟即可使用，新／補／換發悠遊Debit卡之悠遊卡內可用金額為零元；持卡人如欲使用自動加值服務時，應先完成晶片金融卡密碼變更及自動加值功能開啟作業，惟自動加值功能一經開啟後，持卡人嗣後即不得再要求關閉。

2.使用範圍

悠遊卡之使用功能由悠遊卡公司提供，持卡人得憑悠遊卡內儲值之金錢價值，依悠遊卡公司相關服務條款或悠遊卡公司公告之使用範圍內為特定範圍之消費使用，請參考網址：www.easycard.com.tw。

3.加值方式與限額

悠遊卡可重複加值使用，每卡最高加值限額以悠遊卡公司公告為準(目前每卡最高儲值餘額以新臺幣10,000元為上

限)，持卡人得以下列方式進行加值：

- (1)自動加值：持已開啟自動加值功能之悠遊 Debit 卡進行扣款消費，當悠遊卡餘額不足以支付當次消費或低於新臺幣 100 元時，將透過連線式自動加值設備(目前為悠遊卡加值機 AVM 及小額消費端末設備；**捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動加值服務**，如有增修使用範圍將依悠遊卡公司網站公告為準)，自持卡人指定扣款帳戶中自動加值新臺幣 500 元或其倍數之一定金額至悠遊卡。自動加值之範圍、數額及限額，悉依法令規定、悠遊卡公司及 貴行網站最新公告辦理。悠遊卡自動加值免手續費。
- (2)其他加值方式：依悠遊卡公司相關服務條款或悠遊卡公司官網公告之方式辦理。

4.卡片效期：悠遊卡與簽帳金融卡之卡片使用效期相同，悠遊 Debit 卡有效期限屆滿時，悠遊卡功能及自動加值功能亦隨之終止。

5.悠遊卡儲值餘額不計利息，並由悠遊卡公司全數辦理信託，保障持卡人權益。

6.悠遊卡儲值餘額不可移轉性：悠遊 Debit 卡卡片效期到期續發或毀損補發時，其悠遊卡儲值餘額將無法併同移轉至續發或補發之新卡或其他卡片中，僅得將等值之金額轉計入持卡人指定扣款帳戶中。

(三) 悠遊 Debit 卡遺失、被竊、滅失或其他喪失占有

- 1.悠遊 Debit 卡係屬貴行所有，持卡人應盡善良管理人之注意使用並保管該卡，避免卡片遺失、被竊、詐取、滅失或遭第三人占有，並應防止他人獲悉持卡人卡片相關資訊。
- 2.悠遊 Debit 卡如有遺失、被竊或有其他喪失占有情事時(以下簡稱遺失之情形)，持卡人應儘速通知貴行或向其他經貴行指定機構辦理悠遊 Debit 卡掛失停用手續，停止悠遊卡之自動加值功能。有關持卡人掛失停用權益及自負額相關權利義務，悉依貴行簽帳金融卡特別約定事項之規範辦理。
- 3.悠遊 Debit 卡完成前項掛失手續前二十四小時至掛失手續後三小時間，遭冒用自動加值之損失悉依簽帳金融卡約定條款辦理，掛失手續後三小時內，悠遊卡扣款被冒用所發生之損失，由持卡人自行負擔，儲值餘額將於完成掛失手續後 40 日內，按悠遊卡公司掛失後三小時系統紀錄之儲值餘額，扣除由貴行負擔遭冒用自動加值之金額(該款項將返還予貴行)，如有剩餘餘額，將退還至持卡人指定扣款帳戶中。但若掛失後三小時系統紀錄之儲值餘額為負值時，不論自動加值功能是否已開啟，持卡人同意將該筆負值款項視為簽帳扣款，計入持卡人指定扣款帳戶中向持卡人收取。

(四) 悠遊 Debit 卡補發、換發、屆期續發及停用

- 1.悠遊 Debit 卡發生遺失之情形，貴行得依持卡人申請，補發具有相同功能而悠遊卡餘額為零之新卡供持卡人使用。
- 2.悠遊 Debit 卡發生污損、消磁、刮傷、毀損、故障或其他原因致卡片不堪使用時，得申請補發新卡，舊卡之自動加值功能與悠遊卡功能亦隨之終止。持卡人應保持卡片及其晶片之完整性，並將卡片送回貴行營業單位。補發新卡之悠遊卡儲值金餘額為零，舊卡之悠遊卡儲值金餘額將由貴行於收到卡片後 40 日內，轉撥入持卡人指定扣款帳戶，但若餘額為負值時，持卡人同意將該筆負值款項視為簽帳扣款，計入持卡人指定帳戶中向持卡人收取。
- 3.悠遊 Debit 卡有效期限到期時，其悠遊卡即無法繼續使用，自動加值功能亦隨之終止。除發生任何終止悠遊 Debit 卡契約之事由外，貴行同意續發具有相同功能而悠遊卡儲值金餘額為零之新卡供持卡人繼續使用。到期舊卡之悠遊卡儲值餘額，將於卡片到期日後 40 日內，轉撥入持卡人指定扣款帳戶中，但若餘額為負值時，持卡人同意將該筆負值款項視為簽帳扣款，計入持卡人指定扣款帳戶中向持卡人收取。
- 4.持卡人應將卡片保持完整送回貴行營業單位辦理卡片停用及「餘額轉置」作業，悠遊 Debit 卡停用時，悠遊卡自動加值與悠遊卡功能亦隨之終止。
- 5.若持卡人未依本條規定繳回卡片予 貴行，其於「餘額轉置」作業之後所產生之扣款交易及自動加值帳款，持卡人仍應負清償之責。

(五) 悠遊卡功能停用及悠遊卡餘額處理

悠遊 Debit 卡有效期間內，持卡人欲停用悠遊卡功能時，持卡人可透過下列管道辦理悠遊卡全部餘額退還作業：

- 1.持卡片及個人身份證明文件親至悠遊卡客服中心辦理悠遊卡退卡，悠遊卡餘額以現金方式返還，並收取終止契約作業手續費，簽帳金融卡功能仍維持有效。
- 2.至台北捷運各車站之悠遊卡加值機(AVM)或全家便利商店之 FamiPort 操作退卡交易，餘額透過 貴行返還至持卡人指定扣款帳戶中，簽帳金融卡功能仍維持有效。

(六) 交易紀錄及儲值餘額疑義之處理

- 1.持卡人得將卡片置於「悠遊卡查詢機」或至捷運各車站詢問處查詢悠遊卡餘額或最近六筆交易紀錄，如有悠遊卡交易相關問題，可電洽悠遊卡公司客服電話：412-8880(手機及金馬地區請撥 02-412-8880)。
- 2.貴行應於持卡人的簽帳金融卡帳單中顯示悠遊 Debit 卡之悠遊卡自動加值之日期及金額。
- 3.持卡人如對上開交易紀錄之餘額有疑義時，得於交易後 60 個日曆日內，檢具貴行要求之文件通知貴行查證處理。

(七) 暫停或終止事由

持卡人有下列情形或其他違反本約定事項之情事時， 貴行得逕行暫停或終止持卡人使用悠遊卡，自動加值功能將隨之終止：

- 1.持卡人以所持悠遊 Debit 卡至「悠遊卡」之營運範圍及特約機構或 貴行指定之地點，進行非法之商品或勞務之消費或交易。
- 2.持卡人與第三人或特約機構偽造虛構不實交易行為或共謀詐欺，或以任何方式折換金錢、融通資金或取得不法利益。
- 3.持卡人違反貴行簽帳金融卡特別約定事項或遭貴行暫時停止持卡人使用簽帳金融卡之權利、逕行終止簽帳金融卡契約或強制停卡。

(八) 應付費用處理

持卡人依本約定事項應付之作業處理費、手續費及其他費用等，將列入持卡人簽帳金融卡應付帳款中併同請款。

惟當持卡人自行向悠遊卡公司申請終止契約作業或悠遊卡書面交易紀錄時，悠遊卡公司得向持卡人收取以下費用或逕自悠遊卡之儲值餘額中扣抵，手續費依悠遊卡公司相關服務條款辦理。

(九) 約定事項之變更

本約定事項如有增刪或修改時，依貴行簽帳金融卡特別約定事項規定辦理。

(十) 其他約定事項

悠遊Debit卡之悠遊卡使用，除本約定事項已有規定者外，說明若有未盡事宜，悉依持卡人與悠遊卡公司簽訂相關服務條款辦理。

壹拾肆、綜合業務對帳單約定事項

- 一、綜合業務對帳單係指貴行依申請人統一編號歸戶後，依法令規範或貴行內部管理需要提供申請人與貴行往來之支票存款餘額(含臺、外幣)、存摺存款(含臺、外幣)餘額、定期存款(含臺、外幣)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新臺幣、外匯轉帳轉出交易明細、全國性繳費(稅)活動性帳戶非約定繳費交易明細、衍生性金融商品未到期明細、放款餘額(含臺幣授信及外匯)及其他經指定須寄發(或交付)申請人對帳單之業務資料。
- 二、綜合業務對帳單以郵寄方式寄發至申請人留存之通訊地址者，或選擇至貴行營業單位親自領取者稱為實體綜合業務對帳單，如寄發至申請人留存之電子郵件信箱者稱為電子綜合業務對帳單；申請人選擇以電子郵件收取電子綜合業務對帳單者，申請人同意貴行無需再行提供實體綜合業務對帳單寄發服務。
- 三、申請人同意於選擇之綜合業務對帳單寄發(或交付)方式為電子郵件時，貴行按月依約定之方式寄發電子綜合業務對帳單。
- 四、申請人同意不論選擇之綜合業務對帳單寄發(或交付)方式為電子郵件、郵寄或親取，貴行除法令規範須定期寄發(或交付)者外，餘仍得視貴行內部管理作業之需，採抽樣寄發(或交付)綜合業務對帳單。
- 五、申請人同意先行確認留存於貴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貴行。申請人同意自111年1月1日起新申請或變更電子郵件信箱，應以貴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，申請人同意得改至貴行營業單位親自領取實體綜合業務對帳單。如因申請人留存之通訊地址或電子郵件信箱錯誤或怠於通知貴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，由申請人自行負責，概與貴行無涉。
- 六、申請人於收受貴行寄發(或交付)之綜合業務對帳單後，應即時核對，如有不符時，應儘速通知貴行，不符部分經貴行查證確為貴行之錯誤時，貴行應更正之。
- 七、申請人同意貴行將綜合業務對帳單相關作業，委任處理事務之第三人辦理；若因不可抗力之事由致貴行延遲或無法提供綜合業務對帳單服務時，貴行仍應於該不可抗力事由終了後另行寄發(或交付)之。

壹拾伍、第一金融控股股份有限公司與旗下各子公司申請人資料保密措施制度

第一金融控股股份有限公司與旗下各子公司(以下簡稱貴集團)之申請人資料保密承諾應依據金融控股公司法、金融控股公司子公司間共同行銷管理辦法、個人資料保護法及主管機關相關法令規範辦理，以善盡申請人資料保密之職責。

一、資料蒐集方式

貴集團擁有申請人資料，應係來自貴集團之既有客戶，或申請人參加貴集團透過人員、電話、網路或其他方式之服務或活動時所提供之資料，或從其他合法且公開管道而取得之資料。

二、資料儲存及保管方式

貴集團取得申請人資料後，應依相關作業規範建檔並儲存於資料庫，同時依規控管申請人資料之存取，除貴集團員工於各該公司業務範圍內得使用各該公司申請人資料外，非經正式授權人員不得取得與使用申請人資料。

三、資料安全及保護方法

貴集團進行客戶資料傳輸時，應以電子簽章或SSL加密機制進行加密，並設有防火牆以防止第三人不法入侵或內部人非法使用，以避免申請人資料遭到非法取得與存取使用。

四、資料分類、利用範圍及項目

- (一) 申請人資料係指申請人之下列基本資料、帳務資料、信用資料、投資資料及保險資料等。但貴集團可依其業務特性，增刪上述資料之分類與內容。資料分類如下：
- (二) 基本資料：包括姓名、出生年月日、身分證統一編號、電話及地址等資料。
- (三) 帳務資料：包括帳戶號碼或類似功能號碼、信用卡帳號、存款帳號、交易帳戶號碼、存借款及其他往來交易資料及財務情況等資料。
- (四) 信用資料：包括退票紀錄、註銷紀錄、拒絕往來紀錄及業務經營狀況等資料。
- (五) 投資資料：包括投資或出售投資之標的、金額及時間等資料。
- (六) 保險資料：包括投保保險種類、年期、保額、繳費方式等相關資料。

五、資料利用目的與資料揭露對象

貴公司之子公司間交互運用申請人資料進行行銷時，不得為使用目的範圍外之蒐集或利用，於揭露、轉介或交互運用申請人資料時，除法令另有規定、經申請人簽訂契約或書面明示同意者外，所揭露、轉介或交互運用之申請人資料不得含有申請人姓名或地址以外之其他資料。

貴集團委託第三人提供處理營業相關服務而須揭露申請人資料予第三人時(如：寄發扣繳憑單、對帳單等)，應訂有保密協定，並維護申請人資料之機密性及限制其用途，且不得再向其他第三人揭露該等資料。

六、申請人資料變更修改方式

申請人個人資料如需變更時，得隨時透過貴行提供的服務管道(如各營業單位、致電客服中心或電子銀行等)，經貴行確認身分無誤後，辦理更正、修改。

七、行使退出選擇方式

申請人有權於任何時間透過貴行所提供之各項管道(如：書面、電話或親洽等)，要求貴行將申請人的名字自共同行銷檔案

中移除，貴行應於七個營業日內停止使用申請人的資料。

八、交互運用資料之子公司名稱以 貴集團網站公告為準。

壹拾陸、美國外國帳戶稅收遵從法

一、美國外國帳戶稅收遵從法案說明

- (一) 貴行及貴行海外分支機構為因應遵循美國外國帳戶稅收遵從法案(Foreign Account Tax Compliance Act, 以下簡稱 FATCA)事宜、與美國國稅局所簽署相關協議(以下簡稱協議)及中華民國主管機關所簽署之跨政府協議(Intergovernmental Agreement, 以下簡稱 IGA)之相關規定,或受美國國稅局或其他主管機關要求,須配合採行相關措施以符合相關規範,相關措施可能影響申請人權益。
- (二) 申請人瞭解貴行將提供美國國稅局(Internal Revenue Service, 以下同)關於貴行客戶中屬於美國公民、綠卡持有人或其他美國稅法定義之稅務居民之相關資訊,包括美國身分之帳戶持有人姓名、地址及納稅人識別碼(Taxpayer Identification Number, 簡稱 TIN)、具控制權美國持有人資訊、帳號、帳戶餘額或價值、利息、股利、總收益,及全球來源之其他收入總額等資料。
 1. 若申請人為美國公民、綠卡持有人、美國稅務居民之個人;或為美國註冊之公司、美國企業在台之分公司或辦事處,應向貴行提供美國國稅局要求之 W-9 稅務表格(Request for Taxpayer Identification Number and Certification)。
 2. 若申請人非美國公民、綠卡持有人、美國稅務居民之個人;亦非為美國註冊之公司、美國企業在台之分公司或辦事處,申請人須提供非美國人之相關身分證明表單(包含但不限於 W-8 系列稅務表格、身分證影本、護照影本、美國棄籍證明等)。
- (三) 申請人提交予貴行之文件(包含但不限於填報之美國國稅局稅務文件、FATCA 身分別聲明及相關身分證明文件)若有不實將造成申請人之直接、間接或潛在之損失,申請人須自行承擔,貴行不負擔任何責任。
- (四) 本條說明非屬貴行提供之稅務或法律建議,申請人如有任何稅務或法律上的問題,應自行洽詢會計師或律師提供建議。

二、美國外國帳戶稅收遵從法案身分聲明

(一) 美國稅務居民聲明

申請人瞭解並同意就其 FATCA 身分別對貴行有據實告知之義務,如申請人為美國稅務居民(即符合下述之定義),則申請人同意簽署並提供貴行美國國稅局所要求之 W-9 稅務表格俾以證明申請人的 FATCA 身分。

1. 申請人為美國公民、具美國永久居留權(包含但不限於綠卡持有人)、其他美國稅法定義之稅務居民、出生在美國屬地的美屬薩摩亞、關島、北馬里亞納群島、波多黎各或美屬維爾京群島;或
2. 申請人未持有 F、J、M、Q 等任一類型之美國簽證,但同時符合下述條件:
 - (1) 今年停留於美國境內(含本土、海外領土及領海)天數累計達 31 天(含)以上;且
 - (2) 今年停留美國境內天數全數加計去年停留美國境內天數之三分之一,再加計前年停留美國境內天數之六分之一後,合計達 183 天(含)以上。

- (二) 美國 FATCA 身分別及身分資料變更之通知義務基於申請人就其 FATCA 身分別對貴行所負擔實告知之義務,若下列任一目所列事項內容有任何變動,申請人應於 30 日內主動以書面通知及提供變更後之資料及證明文件予貴行。申請人如未能履行前述據實告知義務或申請人未能配合提供「表示申請人 FATCA 身分別的相關文件」,貴行即依 FATCA 規定將申請人帳戶列為 FATCA「不合作帳戶」(Recalcitrant Account)而得自存入申請人名下屬 FATCA 法案所規範之金融帳戶的美國來源所得款項中扣繳百分之三十(30%),貴行並得依約對申請人提前終止所有屬 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。

1. 申請人所為 FATCA 身分別聲明。
2. 經申請人簽署之美國稅務或申報表格(含 W-9、W-8BEN/W-8BEN-E)或其他與 FATCA 申報相關之表格。
3. 表示申請人 FATCA 身分別的相關文件。

(三) FATCA 遵循帳戶資料之申報

1. 申請人已詳細閱讀本約定書所載個人資料運用告知條款,瞭解並同意貴行為遵循 FATCA 之必要,蒐集、處理、利用與國際傳輸 FATCA 規範之申報資料,包含但不限於申請人之姓名、國籍、護照號碼、出生年月日、通訊方式、美國稅籍編號(一般即為美國社會安全碼 SSN)等。申請人並已瞭解有關貴行對申請人個人資料利用之期間、地區、對象及方式、申請人得行使之權利及方式,以及申請人如不提供對申請人權益之影響。如申請人交付申請人以外第三人等之個人資料或申請人為法人而向貴行交付負責人、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,申請人會向該個人資料之當事人提供或說明本約定書告知條款,以使其受告知並充分知悉。
2. 申請人同意貴行於必要時得向申請人取得相關證明文件核對身分,並授權貴行得代理申請人向美國稅法的扣繳義務人出示有關申請人 FATCA 身分別之文件資料(含聲明書)正本或交付該等資料之複本以確認申請人聲明身分。
3. 申請人如依 FATCA 法案規定,致應於交易金額外負擔相關稅捐及費用,申請人茲授權貴行得無須事先通知逕自應支付或返還予申請人之任一帳款或申請人於貴行之存款帳戶中扣除抵償。

- (四) 本約定事項如有未盡事宜,悉依 FATCA、協議或 IGA 規定及相關法令辦理。



第一銀行 First Bank

Deposit Business/Gold Passbook Agreement

[Version: 202606]

※ Agreed terms include:

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※The Chinese version shall prevail if there is any discrepancy between the English and the Chinese version.

The Applicant hereby combines the contracts required for the deposits and business transactions with First Commercial Bank Co., Ltd. (hereinafter referred to as the “Bank”) into the Deposit Business/Gold Passbook Agreement (hereinafter referred to as the “Agreement”), and agrees to abide by the general terms and adhere to the terms of individual agreements within the applicable scope of each service item. Where the terms in the individual agreements conflict with the general terms, the terms in the individual agreements shall prevail:

I. General Terms

i. The Applicant shall comply with the *Name Act* when applying for the opening of various accounts, and use the original name of the Applicant. If the Applicant is a business, company, or legal entity, the name of the person in charge shall be provided. Where the information registered at the Bank requires correction, the Applicant shall apply the original seal and notify the Bank in writing. Underage persons shall not open checking deposit accounts. Underage persons who wish to open accounts other than a checking deposit account may do so with the written consent of all legal representatives. If the underage person is employed in a public or private enterprise and needs to open a demand deposit account (excluding checking deposit or comprehensive accounts) for salary payment, once the employer of the underage employee submits a certificate proving that the employment relationship was approved by the legal representative of the underage person, the permission or recognition of the legal representative may be waived. In the event of changes of laws, the Applicant agrees that the terms herein shall be changed accordingly.

ii. Seal

The Applicant shall retain a correspondent seal when signing the Agreement and opening the account for the first time. As a principle, the seal is applicable to all deposit accounts, trusts, safe deposit boxes, other accounts, or authorization letters for authorizing others to perform the aforementioned business transactions. Where other seals are retained in accordance with separate agreements, those agreements shall apply. If the Bank has exercised the duty of care as a prudent manager for the identification and verification of the documents signed or sealed by the Applicant, and processed the transaction or payment based on the matching seals registered at the Bank by the Applicant, the Bank shall not be held accountable for losses due to the loss, unauthorized use, fraud, forgery, or alteration of seals or documents. Where the seal of the Applicant is lost or damaged, please contact the Bank and implement loss or replacement procedures immediately. However, the Applicant shall be responsible for deposits withdrawn before the Applicant completes the loss report and suspension of payment in writing at the Bank regardless of whether the funds were withdrawn by others. Where the Applicant's seal is lost, stolen, or held by a third party under other conditions, and the third party forges the Applicant's seal in fund withdrawal or payment in a manner indistinguishable to the naked eye, the Bank shall not be liable for the repayment required by the Applicant. Where the Applicant applies for a replacement of the seal, reports the loss of the seal and replaces it, or changes the account name (including the Applicant's/Lessee's representative) and seal with the Bank, the Bank shall bear no responsibilities for the use of the old seal in transactions with the Bank on the day when the use of the new seal is activated for payments, deliveries, box openings, or the authorization of a certain action before the Bank receives the application form on the same day. However, the contracts and pledges established by the Applicant when the Bank using the old seal shall remain valid.

iii. The passbook, deposit slip, ATM card, certification documents, seal, fund withdrawal password, and passwords used for various business transactions shall be stored separately and kept confidential. Where the items are lost or stolen, the Applicant shall still be required to repay any funds paid by the Bank while unaware of the forged usage, before the Applicant completes the loss report with the Bank.

iv. The Applicant shall withdraw based on the deposit book and withdrawal slip with the authorized specimen seal affixed or by other means agreed upon.

v. Where the Applicant makes electronic banking transactions, online account settlement and closure, designated account transfer payment, or designated transactions with the Bank without a passbook, if the balance of the passbook does not match the balance on the Bank's account before the records are registered in the passbook, the balance on the Bank's account shall prevail. However, where the Applicant finds an inconsistency after comparing the transaction records offered by the Bank and the inconsistency is verified by the Bank as an error of the Bank, the Bank shall rectify the error. When the Applicant has accumulated 300 unregistered transactions (the number of transaction may be adjusted by demands of the Bank), the Bank shall condense them into one single transaction record.

vi. The Bank has the right and is authorized by the Applicant to claim offset amounts at any time from the Applicant's deposits for the financing, interest, default interest, default penalties, commissions, and fees registered under debit payable by the Applicant to the Bank for various transactions, in order to repay the funds owed by the Applicant to the Bank. The Applicant shall, at the Bank's request, provide the Bank with the documents required to offset the deposits in accordance with the aforementioned agreement at any time.

vii. **The Applicant agrees that the notifications issued by the Bank through the telephone, Internet, personal delivery, or mail to the mailing address registered by the Applicant at the Bank or other addresses specified by the Applicant in writing shall be deemed as legally served in accordance with the agreement after the usual mailing time has elapsed. However, notifications issued by the Applicant to the Bank shall be delivered in writing, and shall only be deemed as legally served after the Bank receives such notifications.**

In the event of changes in the address of the Applicant or other information, the Applicant shall notify the Bank in writing or through other agreed methods. If the Applicant fails to notify the Bank and the Bank mails related documents to the address or contact method originally registered by the Applicant, the documents shall be deemed as legally served and the Applicant shall not object. The related documents from the Bank shall be deemed as legally served after the usual mailing time has elapsed. Where related

documents delivered by the Bank to the address agreed upon by the Applicant and the Bank are rejected, the Bank may mail related documents to the registered household address registered by the Applicant at the Bank. Where the documents are rejected when delivered to the registered household address, the Bank may suspend mailing and the Applicant may not object for any reason. However, where the Applicant requests the Bank to mail related documents, the Bank may provide the contents to the Applicant based on methods deemed feasible by the Bank at the time of the request.

viii. Unless otherwise specified, the Applicant agrees that where there are changes in the terms of the Agreement; the limit of services, service time, scope, amount, or number of fund transfers; or fund withdrawal during malfunctions of the Bank's information system, the Bank has the right to implement adjustments or amendments based on related regulations of the Financial Supervisory Commission, the Bank, or Financial Information Service Co., Ltd. The Bank may also publish such changes through the Bank's website, emails, SMS messages, or the Bank's domestic business units with announcements, service descriptions, posters, telecommunication screen display equipment of financial information systems, and multimedia ticket systems. Regardless of whether the Applicant has received such information, the Bank shall not be required to issue written notifications, and the Applicant may not object. Unless otherwise stipulated by the Bank, the Applicant shall not be required to apply for the new or changed services. Once the Applicant uses such services, the Applicant shall be deemed as having agreed to the new or changed matters announced by the Bank.

ix. Where the Applicant requires inquiry, changes, cancellation, loss report, termination, or settlement of services it applied for, or where there are changes in the information registered by the Applicant at the Bank, it shall fill out an application form or carry out the procedures specified by the Bank (e.g., the Applicant calls the customer service hotline and inquires the deposit balance or uses Internet banking to complete settlement and account closure after verifying its identity). Any inconvenience or losses caused by the Applicant's failure to complete procedures in accordance with requirements in a timely manner shall be borne solely by the Applicant.

x. Use and outsourcing of the Applicant's information

(i) The Applicant agrees that:

1. The Bank may provide the Applicant's credit-related information such as checking deposit account opening date, share capital, revenues, returned check history, payment cancellation history, and blacklisting status at Taiwan Clearing House for inquiry and filing by other financial institutions, the Joint Credit Information Center, credit assessment agencies, or government institutions to the extent permitted by law.
2. The Bank may provide the Applicant's related personal data regarding its comprehensive deposits and pledges for inquiry and filing by the Joint Credit Information Center, credit assessment agencies, or government institutions to the extent permitted by law.

(ii) The Applicant hereby agrees that the Bank may outsource business transactions and operations between the Applicant and the Bank to a third party for processing.

(iii) **Notifications for the use of personal data**

As the collection of personal data may affect the Applicant's privacy, rights, and interests, the Bank is bound by Paragraph 1, Article 8 of the Personal data Protection Act (hereinafter, the PDPA) to inform the Applicant about the following when collecting personal data from the Applicant:

1. Purpose of Collection

(1) 022 Foreign exchange business, 035 Deposit and insurance services, 036 Deposit and remittance business, 040 Marketing, 059 Collection, processing and use that comply with financial service laws and regulations and financial supervisory requirements, 060 Financial dispute settlement, 063 Personal data collection, processing and use as a non-government institution according to law, 067 Credit card, cash card, debit card, or electronic ticket, 069 Contracts, quasi-contracts and other legal affairs, 082 Overall management of depositing and borrowing of deposit accounts and loan accounts, 090 Consumer and customer management and services, 091 Consumer protection, 098 Commercial and technical information, 104 Account administration and debt trading, 112 Clearing business, 136 Information/Communication and database management, 137 Information and communication security and management, 157 Surveys, statistics, research and analyses, 181 Other registered businesses or businesses as provided in the Articles of Association, and 182 Other consultation services.

(2) Compliance matters for the U.S. *Foreign Account Tax Compliance Act* (FATCA) (i.e., matters related to identifying American resident taxpayers in accordance with laws and reporting information on offshore accounts of American resident taxpayers to American authorities or other statutory counterparties): Fiscal administration/Taxation administration.

(3) Crime prevention (including but not limited to the implementation of global Anti-Money Laundering and Combating the Financing of Terrorism measures) and criminal investigation.

2. Categories of the collected personal data listed as below, and information such as the contents of relevant business applications or contracts. The above information may be collected from the Applicant or based on the Applicant's business dealings, account activities and services rendered by FCB, or from third parties (e.g., Joint Credit Information Center or the parties listed in "Provision (iii) 4. Recipients) and including any information provided or changed now and in the future.

(1) Basic information: Includes the name, gender, date of birth, ID/registration number, marital status, family information, education background, occupation, contact information (e.g. contact phone number/address/email address, biometric characteristics (including but not limited to photos, fingerprints, and digital veins), etc.

(2) Account information: Includes the account number (including ones been set as intra-bank/inter-bank designated credit account) or other numbers of similar purposes, deposit account numbers, transaction account numbers, times of the

- previous account been set as designated, credit card numbers, account status (including but not limited to watch-listed account, derivative watch-listed account and account closure information), deposit, loan and transaction details, and financial summary, etc.
- (3) Credit information: Includes returned check records, annulment records, blacklisting records, and performance of your business operations, credit card payment records, loan principal and interest payment records, etc.
 - (4) Investment information: Includes the assets invested in or sold, and the amount and timing of thereof, etc.
 - (5) Insurance information: Includes the type of policies purchased, policy term, premium payment term, the sum insured, payment method, insurance claims, rejection records and online insurance business, and other related information.
 - (6) Mobile and online media information: Includes mobile device identifiers, mobile device location, online social media information, internet protocol (IP) addresses, internet browsing history, Cookies, etc.
3. Source of personal information (applicable when personal data is obtained indirectly):
Such as the Applicant's legal representatives or assistant, or the FCB's partners for joint marketing or shared users of customers' information, promotional partners of FCB, or other parties engaged in business with FCB.
 4. The time period territory, recipients, and methods of which the personal data is used
 - (1) Time period: For the entire duration needed to serve the underlying purposes/For the entire duration required by law (e.g., the Business Entity Accounting Act), as deemed necessary to perform services, or as specified in contracts. (Whichever is longer)
 - (2) Recipients
 - A. The Bank (including a third party outsourced by the Bank)/Institutions that are permitted by laws and regulations to make use of such information (e.g., the Bank's parent company, financial holding company, etc.)/Institutions related to other businesses (e.g., correspondent banks, the Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., credit guarantors, international credit card organizations, acquirers and affiliate merchants)/Institutions authorized by the law (e.g., the judiciary or police department) or financial supervisory institutions/the United States Department of the Treasury or the Department of Justice, the U.S. Internal Revenue Service.
 - B. Parties approved by the Applicant in the application forms or contracts signed by the Applicant for related businesses (e.g., the Bank's partners for joint marketing or shared users of customers' information, promotional partners of the Bank, etc.)
 - (3) Territory: All places domestic and foreign to the targets listed in (2) above, and cross-border transfer.
 - (4) Methods: Information is to be used in both automated and non-automated means that comply with the PDPA.
- (iv) Pursuant to Article 3 of the PDPA and Guidance for declining commercial marketing, the Applicant may exercise the following rights over its personal data held by the Bank:
1. Unless there is an applicable exception under Article 10 of the PDPA, the Applicant is entitled to make an inquiry, a request to view, and a request for copies. However, the Bank is permitted to charge a fee to cover necessary costs according to Article 14 of the PDPA.
 2. The Applicant is entitled to request to supplement or correct the Applicant's personal data, but, according to Article 19 of the Enforcement Rules of the Personal Data Protection Act, the Applicant shall provide an adequate explanation with reasons and facts.
 3. Where the Bank's collection, processing or use of the Applicant's personal data is in violation of the PDPA, the Applicant may, according to Article 11, Paragraph 4 of the PDPA, request that FCB erase the personal data collected or cease collecting, processing or using the personal data.
 4. Pursuant to Article 11, Paragraph 2 of the PDPA, in the event of a dispute regarding the accuracy of personal data, the Applicant may request that the Bank cease processing or using the Applicant's personal data. However, the law also states that exception applies where processing or using is either necessary for the performance of an official or business duty, or where the Applicant has given written consent, and the dispute has been recorded.
 5. Pursuant to Article 11, Paragraph 3 of the PDPA, when the specific purpose of data collection no longer exists, or upon expiration of the relevant time period, the Applicant may request that the Bank erase or cease processing or using the Applicant's personal data. However, exception applies where the processing or use is either necessary for the performance of the Bank's official or business duty, or has been agreed to by the Applicant in writing.
 6. The Applicant understands that the Bank has published the methods of changing the marketing agreement on the official website and that the applicant may reject the Bank's marketing activities at any time and the Bank will stop marketing according to the Applicant's will and scope, and the Bank will stop marketing to the applicant in the future unless the applicant notifies the Bank of the change of his/her wish.
- (v) To exercise any of your rights as provided above, you may contact one of FCB's branches or customer service (24-hour customer service hotline: (02)2181-1111 or the toll-free customer service hotline: 0800-031-111).
- (vi) You understand and agree that FCB maintains correspondent accounts in the United States, and in order to comply with Section 6308 of 2021 U.S. National Defense Authorization Act and upon subpoena's request by the U.S. Secretary of the Treasury or the Attorney General, FCB may provide to them your records relating to the correspondent account or any account at FCB, that are the subject of (I) any investigation of a violation of a criminal law of the United States ;(II) any investigation of a violation of the subchapter II of Chapter 53, United States Code; (III) a civil forfeiture action; or (IV) an investigation pursuant

to section 5318A, United States Code.

- (vii) You are free to choose to provide personal data or otherwise and the categories to provide. However, if you do not provide information in categories that are necessary for due diligence or operational purposes, FCB may be unable to perform the due diligence or other procedures required and therefore unable to provide the services you require or provide better services. If you do not agree to provide information in accordance with FATCA requirements or fails to provide sufficient information, FCB shall be required to list your account as a recalcitrant account in accordance with FATCA, and may deduct thirty percent (30%) of the income that originates in the U.S. from specific financial product accounts registered under you that are regulated by FATCA. FCB may also terminate all such related contracts, accounts, business relationships, and relevant services provided to you in accordance with the contracts.
- (viii) The Applicant agrees the Bank to provide related information on various businesses, financial products, or services, and mail information on consuming, marketing, or promotional activities of various businesses.
- (ix) If the applicant is a VASP, and entrusts the Bank to provide fund transfer service, to be compliant with the Personal Information Protection Act of R.O.C., Taiwan, it shall obtain the consent of its users concerning the collecting, processing and using personal information by the Bank to conduct ongoing review and transaction monitoring against its users. In the event that the aforementioned consent wasn't obtained by the current VASP from the existing customer, it should completely obtain the said consent within 3 months from the official published date at the Bank's website.
- xii. The Applicant agrees that the Bank, Joint Credit Information Center, Financial Information Service Co., Ltd., Taiwan Clearing House, and other institutions designated by the Financial Supervisory Commission, or institutions that have entered contracts for business transactions with the Bank may collect, process, and use (including cross-border transmission) the Applicant's personal data within the scope of specific purposes as required by their business registration or Articles of Incorporation. The Applicant also authorizes the Bank to collect the Applicant's information from the aforementioned institutions.
- xiii. The Applicant agrees that the Bank may, partially or entirely, provide the transaction procedures, follow-up account verification, notifications, and other matters between the Applicant and the Bank including but not limited to marketing, taxation administration, telecommunications, computer system development, monitoring and maintenance operations, information registration, processing, output, logistical operations, delivery and scan operations, data input, report printing, packaging, mailing, transfers, deposits, payments, exchanges, credit investigation, overdue payment notices, SMS, forms, certificates, other information storage, ATM banknote supplement, troubleshooting, and all matters related to processing of transactions and operations by the Bank to a third party engaged by the Bank to process related affairs within the necessary scope required for processing in accordance with regulations of the competent authority.
- xiii. **The starting amount for opening a demand deposit account is NTD 5,000; NTD 1,000 for a demand savings deposit account; NTD 5,000 for a checking deposit account; and the equivalent of USD 100 for a foreign currency demand deposit account. The savings interest rate shall be calculated flexibly based on the Bank's board rate.** Interest on NTD demand deposits shall be accrued on a daily basis, with NTD 100 as an interest accruing unit, and calculated every 365 days [by multiplying the current day deposit balance (total product) by the annual interest rate, and then dividing the result by 365]. In addition, interest for demand deposits deposited outside business hours (including holidays) through automated teller machines (ATMs), account transfer, remittances, or online banking shall be calculated starting from the next day. Interest shall be calculated on June 20 and December 20 each year, if the account is a payroll account, interest shall be calculated on the 20th day of each month, and the following day shall be the interest payment date. Interest for accounts settled before the interest calculation date shall be calculated till the settlement date. Unless otherwise specified by the Bank, **interest shall not be calculated on days where the final balance does not reach the starting point for interest calculation (the current starting point for interest calculation for demand deposits is NTD 10,000, the starting point for interest calculation for demand savings deposits is NTD 10,000, and the starting point for interest calculation for foreign currency current deposits is the equivalent of USD 100).** The Bank may adjust the aforementioned starting point for interest calculation at any time based on business requirements. The Bank may also publish such changes through the Bank's website, emails, SMS messages, or the Bank's domestic business units with announcements, service descriptions, posters, and telecommunication screen display equipment of financial information systems. Regardless of whether the Applicant has received the information, the Bank shall not be required to issue written notifications, and the Applicant may not object.
- xiv. **The Applicant's NTD and foreign currency deposits at the Bank (excluding deposits received by offshore banking units) and all derived interest shall be included in the scope of the deposit insurance and covered by the deposit insurance of the Central Deposit Insurance Corporation. Moreover, deposits, structured products, and trust funds from negotiable certificates of deposit; government authorities; the Central Bank and banks; postal service institutions that process postal remittances and savings operations; credit cooperatives; farmers and fishermen's associations with credit departments; and the Agricultural Bank of Taiwan are not covered by deposit insurance.**
- xv. **The standard service fees for services applied for by the Applicant (e.g., application for blank check books, report of loss or replacement, collection of bills, application for deposit certification, external confirmations or deposit and withdrawal statements, issuance of NTD checks from the Bank of Taiwan or the Bank, etc.) shall be processed in accordance with the Bank's *Deposit/Exchange Service Fee Standards*, the *Foreign Currency Deposit/Exchange Service Fee Standards* and *E-banking Service Fee Standards*. Unless otherwise specified, the Bank shall announce the fee standards 60 days in advance in a prominent manner at business locations or publish the standards on the Bank's website or written notifications (this requirement shall not apply if the changes are favorable to the Applicant). The same shall apply for adjustments of payment standards or items. **Where the Applicant objects to the service fees charged, it may terminate the Agreement.****

- xvi. By signing this agreement, the Applicant shall authorize the Bank to collect any amount payable by the Applicant (including postage, cable charges, acceptance charges, discount interest, commitment charges, returned check penalties, annulment charges, and returned check fees) directly from the Applicant's deposit account without prior notice. The Bank shall disclose its service fees and service fee standards publicly in its place of business or on its website. Where the service fees are adjusted, the Bank shall announce the fee standards 60 days in advance in a prominent manner at business locations, publish the standards on the Bank's website, or notify the Applicant in writing.
- xvii. If the Applicant is a foreigner that has obtained an alien resident certificate of the R.O.C., the time limit for processing time deposit savings or automatic extensions shall not exceed the effective date of the alien resident certificate. If the alien resident certificate is expired, the Applicant agrees to rescind the contract, and shall not object otherwise. Where the Applicant has designated conditions for automatic transfer of NTD time deposit savings, the automatic transfer shall be automatically invalidated if the conditions for automatic transfer are reached but the effective date of the transfer exceeds the effective date of the alien resident certificate. The Bank shall not be required to issue a notice for the expiration.
- xviii. The Applicant agrees that the Bank may suspend a part or all of the service, and terminate a part or all of the Agreement through writing or any appropriate method if any of the following events occurs:
- (i) Where the Applicant is subjected to provisional seizure, provisional injunction, enforcement or other penalties imposed by law; where any fact demonstrates the Applicant's loss of credibility; or where the court, prosecutors office, police or investigation unit notifies the Bank that the account is involved in illegal activities.
 - (ii) Where the Applicant has transferred the rights and obligations of the Agreement to a third party without the Bank's consent or where the Applicant violates the terms of the Agreement.
 - (iii) Where the Bank deems that the Applicant's account is suspected of inappropriate use.
 - (iv) Where the Bank deems that the Applicant's account is involved in illegal activities, or suspected of money laundering or terrorism financing activities.
 - (v) Except with the prior consent of the bank, the depositor shall not use the deposit account to engage in P2P lending platform and other related transactions. If the bank discovers, the bank may refuse to do business with the depositor, suspend the depositor's transactions, suspend or terminate the depositor's business, directly terminate the deposit account or take other necessary measures.
 - (vi) If either of your NTD current deposit account or foreign currency current deposit account opened with the Bank is treated as a long-time inactive accounts , you agree that the Bank may, depending upon the severity of the circumstances, temporarily suspend your access to partial or all transactions or services through automated devices or services (e.g., ATM, bankcard, phone banking, online banking, and mobile banking services, or other transactions conducted through the Bank's online platform), or open an account. To lift the aforementioned restrictions, you shall apply to the Bank.
 - (vii) In the event that the Applicant's account is notified as a warning account, the bank reserves the right to suspend all transactions in such Deposit Account. All inward remittances shall be returned to the remitting bank. If the account is classified as a control account, the bank will immediately suspend the use of ATM cards, telephone banking transfers, online transfers, and other electronic payment functionalities for that account. All inward remittances shall be returned to the remitting bank.
 - (viii) If you open an account of the juridical person, organizations or institution for the preparatory office as the responsible person, but fail to complete registration and visit the Bank to open an account of the juridical person, organizations or institution by presenting registration certificates and specimen chop within the specified period, which is currently 6 months from the date that the account of the preparatory office was opened.
 - (ix) The registration status of the corporate account (company or business entity) opened by the applicant is revoked, nullified, or dissolved.

In the event of items specified in Subparagraphs (i) and (ii) in the preceding paragraph, the Bank has the right to implement any necessary injunctions on the Applicant's deposit account without proceeding through normal procedures before terminating the Agreement. The Bank may also deduct the debts owed by the Applicant to the Bank from the balance of the deposits.

xix. Anti-money laundering and counter terrorism financing

- (i) If any of the following events occurs to the Applicant and the Applicant's beneficiary owner, senior managers, account holders (such as agents, representative, authorized persons, etc.), and counterparties (hereinafter referred to as "related parties") the Applicant agrees that the Bank may directly take following measures in order to comply with the relevant laws and regulations of Anti-Money Laundering and Countering Terrorism Financing:
 - 1. Without violating relevant laws and regulations, if the Bank is informed of or reasonably suspects the customer's current funds to be derived from the corruption or misuse of public assets, the Bank may not accept, or should terminate the business relationship with the customer.
 - 2. If the Applicant and the Applicant's related parties are individuals, legal persons, or organizations that are imposed economic sanctions, or sanctioned under the Terrorism Financing Prevention Act, or terrorists or terrorist groups identified or investigated by foreign governments or international anti-money laundering organizations, the Bank may decline to open an account, or suspend transactions and the business relationship with the customer, directly close the account or terminate the business relationship with the customer.
 - 3. If the Applicant fails to coordinate with the regular/irregular reviews, refuses to provide information about the beneficial owner or the person exercising control over the customer, or is unwilling to explain the natures or purposes of the transactions and sources of funds; and the Applicant fails to provide the aforementioned necessary information within 30 business days

(inclusive) of receiving the Bank's notices; or the Bank deems it necessary to take action such as for the purpose of risk control, the customer involving himself/herself illegal activities, in suspicious money laundering transactions, or in suspicious accounts reported by public media, the Bank may decline to open an account. Or suspend transactions and the business relationship with the customer, and the Applicant refuses or fails to provide the aforementioned necessary information within 120 business days(inclusive) of the aforementioned notice, the Applicant agrees that the Bank may directly close the account or terminate the business relationship with the customer.

(ii) If the applicant is a virtual currency service provider (hereinafter "VASP"), in addition to complying with items of subject paragraphs of this article, once one of the followings is found, the applicant agrees that the Bank may directly terminate the business relationship or transaction. However for an offshore or onshore VSAP engaging in transaction of virtual currency the Bank may directly refuse to establish or terminate business relationship.

1. Where the applicant provides financial services involving security, beneficial certificate, asset-backed security, futures or derivatives without prior approval by the competent authorities.
2. Where the applicant provides financial services involving collecting deposit or stored value funds without prior approval by the competent authorities.
3. Where the applicant is in breach of Fair Trade Act or Multi-Level Marketing Supervision Act.
4. Where the applicant who entrusts the Bank to provide fund-transfer service doesn't demand VASP's user (i.e. the client of the VASP) use accounts in between under the same name of the client to transfer funds of virtual currency transaction. However for the existing client of the current VASP, where it neither uses the same name accounts in between to transfer funds of virtual currency transaction, nor completely adjusts to meet the said requirement within 3 months from the official published date at the Bank's website.
5. Where the applicant doesn't obtain the consent from the VASP's user that it agrees to provide to the Bank the transaction data for transaction monitoring purposes.
6. Where the applicant opens proprietary or business operation account not being pursuant to particular account opening purposes while using the account for receiving and paying funds of virtual currency transactions undertaken by the VASP's user.
7. Where the applicant, being an offshore VASP, opens an account for exchange between fiat currency and virtual currency while taking citizens of R.O.C., Taiwan as its users or running its business in the R.O.C., Taiwan.

(iii) The Applicant who has violated the Money Laundering Control Act, and reprimanded by the police authorities of the relevant municipalities or counties (cities), the Bank may proceed directly in accordance the Money Laundering Control Act and its relevant regulations.

xx. Corrections of errors

Where a deposit is placed into the Applicant's account due to the Bank's operation errors; where the account number, account name, or amount is erroneously specified by the Bank, other financial institutions, Taiwan Clearing House, Financial Information Service Co., Ltd., or other related institutions; or where operational errors, or failure of computer equipment occurs and causes funds to be erroneously or excessively paid to the Applicant's account, the Bank may, upon discovery, immediately recover the funds and correct the error without notifying the Applicant. Where the deposit has been withdrawn, the Applicant shall immediately return the withdrawn amount in addition to the interest set by the Bank.

xxi. Termination

Except for time deposits or where otherwise specified in laws, the Bank and the Applicant may both terminate the deposit agreements set forth in the Agreement at any time, and the termination shall be valid upon the delivery of the notice. Upon the expiry, the Applicant may visit the Bank and collect the balance, if any, or collect the balance after the Bank deducts the operation fees required for returning the balance to the Applicant (subject to the service fee standards announced by the Bank). The Applicant may not lend its account, passbook, or ATM card to others for use, may not use them for illegal or illegitimate purposes such as money laundering or fraud, or use fraud to damage the credibility of the Bank. Where it is specified in laws and verified by the Bank, where the Bank deems the Applicant's account to be used inappropriately, or where the Bank receives a report by a prosecutorial or police authority, case statement certification, or written complaint from a third party, the Bank may immediately terminate the consumption deposit contract and terminate the use of related automatic equipment withdrawal cards, telephone transfer services, Internet transfer services, and other transfer services for electronic payment. It may also settle the deposits, and the balance of the deposits shall only be paid when the withdrawal is conducted by an individual that may withdraw the deposits in accordance with laws.

xxii. The various titles of the Agreement have been presented for ease of reference, and do not affect the interpretation, description, and comprehension of the clauses under the Agreement.

xxiii. **Channels provided in case of any recommendation or inquiry by the Applicant for the deposit businesses provided by the Bank or if the Applicant requires dispute resolution or files a complaint: 24-hour customer service hotline: (02)2181-1111 or the toll-free customer service hotline: 0800-031-111; ask for service by dedicated staff.**

xxiv. The Applicant agrees that legal disputes arising from the terms of the Agreement shall be submitted to the district court of the corresponding branch as the court of first instance. However, this does not supersede Article 47 of the Consumer Protection Act or paragraph 2 of Article 28, Article 436-9 of the Code of Civil Procedure regarding litigations involving small claims and their jurisdictions. If the laws have specified a particular jurisdiction, then the relevant laws shall prevail. If the Applicant fails to perform its duties in accordance with the Agreement and causes litigation with the Bank, the Bank's attorney expenses and other necessary fees incurred to exercise or safeguard its creditor rights against the Applicant shall be borne by the Applicant, except for those incurred in litigations

for which the court rules against the Bank.

Matters not addressed in the Agreement shall be governed by relevant laws and regulations, or shall be otherwise negotiated and determined by both parties. The laws and regulations of the Republic of China shall be applicable for the constitution, effects, and methods of legal conduct of the Applicant where the Applicant is a foreign national.

II. Special Terms and Conditions for NTD Time Deposits (excluding negotiable certificates of deposit)

- i. The interest of the deposit shall be calculated based on board rates in separate intervals and the board rate for the deposits of the same nature provided by the Bank for an equivalent period on the date of the deposit. In the event of board rate adjustment during the actual duration held, the interest will accrue at the revised board rates from the time of revision.
Where a maturity date is designated for the deposit, such maturity date cannot be changed posteriorly.
- ii. The original depositor may apply for a pledge loan based on the deposit or notify the Bank to terminate the Agreement seven days in advance. If the depositor fails to notify the Bank within the aforementioned period, the contract may also be terminated prematurely based on the approval of the Bank.
- iii. The deposit shall accrue monthly interests where the duration amounts to a month (by multiplying the principal with the annual interest rate and the number of full months elapsed, and then dividing the result by 12); for the amount of time that falls short of one month (i.e., interests accrued for days that amount to less than one month), the deposit shall accrue daily interests.
- iv. **In the event of a premature withdrawal, the deposits shall be settled at once, and the interest shall be calculated in accordance with the following:**
 - (i) **For deposits for which interest is calculated based on the Bank's fixed board rate, the interest shall be calculated in accordance with the following regulations based on the actual duration held (including days amounting to less than a full month):**
 1. Interest is not accrued for deposits held for less than 1 month.
 2. For deposits held for 1 month or more, interest will be calculated based on 80% of the board rate for the actual duration held.
 - (ii) **The aforementioned board rate shall be based on the board rate on the date of the deposit. However, for deposits for which interest is calculated flexibly based on the board rate, in the event of board rate adjustment during the actual duration held, the interest will accrue at the revised board rates from the dates revised.**
- v. If the withdrawal of the deposit is overdue, the overdue interest shall be calculated on a simple basis based on the Bank's board rate for demand deposits. If an interest rate adjustment takes place between the maturity date and the date of withdrawal, then the amount of interest shall be calculated using different applicable rates for the actual durations held.
- vi. The interest rate type of the deposit may not be changed after it is selected and deposited.
- vii. The deposit may not be pledged to others without the approval of the Bank.
- viii. Where no variable board rate is provided for large deposits when the deposit begins and where the Bank adds a variable board rate for large deposits before maturity, the interest for the deposit shall still be calculated based on the variable board rate for regular deposits. Where a variable board rate for large deposits is applied when the deposit begins and where the Bank cancels the variable board rate for large deposits before maturity, the interest for the deposit shall be calculated based on the variable board rate for regular deposits starting from the date the variable board rate for large deposits is canceled. Where the maximum limit of large deposits is changed, the interest shall be calculated based on the variable board rate for large deposits that corresponds to the original deposit amount. If it is not applicable, the interest shall be calculated based on the variable board rate for regular deposits.
- ix. If this deposit is set up for automatic rollover (renewal) of principal or automatic interest transfer, such arrangements shall be temporarily suspended upon the imposition of a death freeze or court attachment (seizure). Once these restrictions are lifted, the original agreement will be followed, and all accrued but unpaid interest for the relevant periods shall be paid in a lump sum.

III. Special Terms and Conditions for Foreign Currency Time Deposits (excluding negotiable certificates of deposit)

- i. The interest for the deposit is calculated on a simple basis. The Applicant may choose to be paid the principal and interest in one payment upon maturity or be paid interest on a monthly basis when applying for the deposit. The deposit interest rate for automatic renewal shall be based on the Bank's board rate for an equivalent period on the business day prior to the maturity date of the deposit.
- ii. The deposit certificate of this deposit may not be transferred.
- iii. **Procedures for premature withdrawal**
 - (i) **Premature withdrawal is permitted before maturity of foreign currency time deposits. If the Applicant wishes to withdraw funds prematurely, it shall notify the Bank two days in advance if the deposit duration is less than one month; it shall notify the Bank seven days in advance if the deposit duration is more than one month. In addition, the deposits shall be settled at once upon premature withdrawal. If the Applicant fails to notify the Bank within the aforementioned period, the contract may also be terminated prematurely based on the approval of the Bank.**
 - (ii) **Interest is not accrued for deposits held for less than one month if they are withdrawn prematurely.**
 - (iii) **For deposits held for more than one month (inclusive), the interest accrual period and interest rate shall be calculated based on the duration and the Bank's board rate on the date of deposit in accordance with the following methods:**
 1. Interest is not accrued for deposits held for less than one month.
 2. For deposits that are held for more than one month but less than three months, interest is accrued at 80% of the Bank's one-month deposit interest rate based on the actual duration held.
 3. For deposits that are held for more than three months but less than six months, interest is accrued at 80% of the Bank's three-month deposit interest rate based on the actual duration held.
 4. For deposits that are held for more than six months but less than nine months, interest is accrued at 80% of the Bank's six-month deposit interest rate based on the actual duration held.

5. For deposits that are held for more than nine months but less than one year, interest is accrued at 80% of the Bank's nine-month deposit interest rate based on the actual duration held.

(iv) The interest for premature withdrawal specified above shall be calculated on a simple basis based on the actual duration held, and shall include days amounting to less than a full month.

(v) Other procedures for premature withdrawal shall be the same as the procedures for fund withdrawal upon maturity.

iv. Procedures for overdue deposits

(i) Where the original duration of the time deposit is less than one month:

1. Where the Applicant does not withdraw the deposit at the Bank upon maturity, interest shall not be accrued from the maturity date to the withdrawal date. However, if the Bank is not open on the maturity date, interest shall accrue from the maturity date to the following business day based on the original deposit interest rate.
2. Where the Applicant intends to renew the deposit after the deposit is overdue and the Bank is not open on the maturity date, the original maturity date of the deposit may be used as the starting date for interest accrual if the Applicant applies for a renewal on the following business day. The Applicant may renew or transfer the deposit principal plus any uncollected interest upon maturity, and the new deposit interest rate shall be based on the interest rate on the previous business day.
3. Except for the renewal of overdue deposits specified in the preceding paragraph, all other deposits shall be processed as new deposits.

(ii) Where the original duration of the time deposit is more than one month (inclusive):

1. Where the Applicant does not withdraw the foreign currency time deposit at the Bank upon maturity, interest from the maturity date to the withdrawal date shall be accrued based on the Bank's foreign currency demand deposit interest rate on the date of withdrawal. However, if the Bank is not open on the maturity date, interest shall accrue from the maturity date to the following business day based on the interest rate of the deposit certificate.
2. Where the Applicant intends to renew the foreign currency time deposit upon maturity, the original maturity date of the deposit may be used as the starting date for interest accrual if the Applicant applies for a renewal within ten days of the maturity date. The Applicant may renew or transfer the deposit principal plus any uncollected interest upon maturity, and the interest rate for the new deposit certificate shall be the interest rate of the new deposit on the maturity date. Where the Bank is not open on the maturity date, the interest rate on the previous business day shall apply.
3. Except for the renewal of overdue deposits specified in the preceding paragraph, all other deposits shall be processed as new deposits.

v. The interest rate type of the deposit may not be changed after it is selected and deposited.

vi. The deposit may not be pledged to others without the approval of the Bank.

vii. If this deposit is set up for automatic rollover (renewal) of principal or automatic interest transfer, such arrangements shall be temporarily suspended upon the imposition of a death freeze or court attachment (seizure). Once these restrictions are lifted, the original agreement, will be followed, and all accrued but unpaid interest for the relevant periods shall be paid in a lump sum.

IV. Special Terms and Conditions for NTD Comprehensive Accounts

i. Comprehensive accounts integrate demand deposits (or demand savings deposits), time deposits or time deposit savings, and secured loans at the Bank into one passbook. The Applicant may use the passbook, deposit slips, withdrawal slips, or agreed methods to place deposits, withdraw or apply for secured loans (time deposits and time deposit savings only) through the account.

ii. If the Applicant's NTD Comprehensive Accounts can be used for pledge loans, the existing and future time deposits and time deposit savings in the comprehensive account shall be pledged to the Bank as collateral for the Applicant's existing and future secured loans in the comprehensive account. If the Applicant violates the terms of this terms, the Bank shall dispose of deposits to offset the aforementioned debt and the Applicant shall not object. The Applicant also warrants that it shall not transfer the deposit or pledge the deposit to a third party.

iii. Upon the maturity of the time deposits and time deposit savings in the comprehensive account, unless otherwise stated by the Applicant in advance, the Bank may implement automatic renewal based on the duration of the original deposits and the applicable interest rate specified by the Bank. If the Applicant designates the deposit certificate as one that can be used for pledge loans, the renewal shall remain pledged to the Bank as collateral for future secured loans specified in the preceding article.

iv. **If the Applicant's NTD Comprehensive Accounts can be used for pledge loans and the balance of the demand deposits (or demand savings deposits) of the comprehensive account is insufficient for payment due to the Applicant's withdrawal or other payments, the Bank may set 90% of the denomination of the time deposits and time deposit savings in the comprehensive account as the Applicant's line of credit and allow the Applicant to use the secured loans for payment within the line of credit. However, where the secured loan is granted to natural person, they shall be restricted to adults. Whether the Applicant use the secured loans for payment or not, the Bank may provide the Applicant's pledge loans information to the Joint Credit Information Center (JCIC) and persons commissioned by the Bank to handle matters on the Bank's behalf in accordance with relevant laws and regulations. However when the data and information of the Applicant provided to the aforementioned entities under their consent contain error or change, the Bank should take the initiative to make correction or supply additional information and ask the aforementioned institutions or units to do the same, and send the Applicant a notice of the same. After the loan is granted, where the Applicant fails to make payments on time, the Bank will report and register the Applicant's credit delinquency record with JCIC in accordance with the regulations of the competent authority, which may affect Party A's rights of future application for other loans (including cash cards) or credit cards. For the disclosure period of the above credit delinquency record, please access JCIC's official website (www.jcic.org.tw) for more information.**

The deadline for secured loans in the preceding paragraph may not exceed the final maturity date of the time deposits or time deposit savings in the comprehensive account. However, where the time deposits or time deposit savings are not terminated upon maturity and are automatically renewed, the pledge loan period may be extended accordingly.

- v. Interest on the demand deposits (demand savings deposits) in the comprehensive account shall be calculated at the Bank's board rates settled on June 20 and December 20 each year and deposited into the Applicant's demand deposit (or demand savings deposit) account on the following day.

Interest on time deposits and time deposit savings is calculated based on the Bank's applicable board rate at the time of the deposit. The Applicant may specify in advance that the variable interest rate shall be applied when the Bank adjusts the interest rate. The interest rate type may not be changed after it is selected and deposited.

The Bank shall automatically transfer interest on the deposits to the demand deposit (or demand savings deposit) account.

- vi. The premature withdrawal and overdue withdrawal of time deposits and time deposit savings in the comprehensive account shall be processed in accordance with the *Rules Governing Pledge and Premature Withdrawal of Time Deposits* of the Ministry of Finance and the *Rules Governing the Procedures for Overdue Time Deposit Savings* of the Bankers Association of the Republic of China.

- vii. Where the time deposits and time deposit savings of the comprehensive account are withdrawn prematurely or upon maturity, the funds shall be deposited into the demand deposit (or demand savings deposit) account and withdrawn with the passbook, withdrawal slip, or other agreed methods. Where the Applicant has outstanding balance on pledge loans, the principal and interest shall be repaid in advance.

- viii. **Interest for pledge loans shall accrue based on the Applicant's highest balance in pledge loans each day and calculated monthly by multiplying the balance and the interest rate established by the Bank (the current interest rate is the time deposit or time deposit savings interest rate plus one point five percent. Pledge loans are granted along with each deposit certificate at the interest rates from low to high; the Bank may adjust the interest rates at any time and announce the rates in business locations). The interest shall be settled on the 20th day of each month, and the Bank may, at its sole discretion, deduct the interest from the demand deposit (or demand savings deposit) accounts of the comprehensive account on the following day. If interest on the pledge loan is not paid monthly or fully repaid upon maturity, the Applicant shall pay the pledge loan interest based on the interest rate set by the Bank, default interest, and default penalties.**

The Bank may automatically deduct the principal and interest, default interest, default penalties, and other expenses for the pledge loan specified in the preceding paragraph from the demand deposits (or demand savings deposits) deposited by the Applicant to the comprehensive account. Such deduction shall be prioritized, and the pledge loans with the highest interest rate shall be repaid first.

If the Applicant fails to pay interest on the pledge loan monthly or fully repay the pledge loan upon maturity within two months after the Bank issues notices to the address registered by the Applicant at the Bank, the Bank may automatically terminate the time deposits or time deposit saving to repay the principal and interest, default interest, default penalties, and other expenses of the pledge loan.

Where the default penalty in Paragraph 1 is overdue for less than or equal to six months, a penalty totaling ten percent on the agreed interest rate shall apply; where the default penalty is overdue for more than six months, a penalty totaling twenty percent on the agreed interest rate shall apply to parts that exceed six months.

Where the Applicant applies for deposits that *cannot be used for pledge loans*, the aforementioned provisions regarding pledge conditions and repayment of principal and interest for pledge loans shall not apply.

- ix. Where the Bank files litigation against the Applicant or where any party petitions for a court-ordered provisional seizure, provisional injunction, enforcement, bankruptcy declaration, restructuring, business cessation or other legal penalties within the duration of the Applicant's business transactions with the Bank, the Bank may treat all time deposits and time deposit savings under this comprehensive account as matured. The Applicant shall immediately lose all interest regarding debt duration and the Bank may exercise its pledge rights or offsetting claims in accordance with laws.

V. Special Terms and Conditions for Foreign Currency Comprehensive Accounts

- i. Comprehensive accounts integrate foreign currency demand deposits (or foreign currency demand savings deposits), time deposits, and secured loans at the Bank into one passbook. The Applicant may use the passbook, deposit slips, withdrawal slips, or agreed methods to place deposits, withdraw or apply for secured loans (foreign currency time deposits only) in the original currency through the account.
- ii. If the Applicant's Foreign Currency Comprehensive Accounts can be used for pledge loans, the existing and future foreign currency time deposits in the comprehensive account shall be pledged to the Bank as collateral for the Applicant's existing and future secured loans in the comprehensive account. If the Applicant violates the terms of the Agreement, the Bank shall dispose of deposits to offset the aforementioned debt and the Applicant shall not object. The Applicant also warrants that it shall not transfer the deposit or pledge the deposit to a third party.
- iii. Upon the maturity of the foreign currency time deposits in the comprehensive account, unless the Applicant specifies in advance that the time deposits shall not be renewed or shall be automatically withdrawn upon maturity and transferred to foreign currency demand deposits, the Bank may implement automatic renewal based on the duration of the original deposits and the applicable interest rate specified by the Bank (i.e., interest calculation based on the applicable board rate of the Bank on the business day prior to the renewal date). If the Applicant designates the deposit certificate as one that can be used for pledge loans, the renewal shall remain pledged to the Bank as collateral for future secured loans specified in the preceding article.

iv. If the Applicant's Foreign Currency Comprehensive Accounts can be used for pledge loans and the balance of the demand deposits of the comprehensive account is insufficient for payment due to the Applicant's withdrawal or other payments, the Bank may set 90% of the range of foreign currency time deposits in the comprehensive account of each currency type as the Applicant's line of credit and allow the Applicant to use continue the secured loans for payment within the line of credit. However, where the secured loan is granted to a natural person, they shall be restricted to adults. Whether the Applicant use the secured loans for payment or not, the Bank may provide the Applicant's pledge loans information to the Joint Credit Information Center (JCIC) and persons commissioned by the Bank to handle matters on the Bank's behalf in accordance with relevant laws and regulations. However when the data and information of the Applicant provided to the aforementioned entities under their consent contain error or change, the Bank should take the initiative to make correction or supply additional information and ask the aforementioned institutions or units to do the same, and send the Applicant a notice of the same. After the loan is granted, where the Applicant fails to make payments on time, the Bank will report and register the Applicant's credit delinquency record with JCIC in accordance with the regulations of the competent authority, which may affect Party A's rights of future application for other loans (including cash cards) or credit cards. For the disclosure period of the above credit delinquency record, please access JCIC's official website (www.jcic.org.tw) for more information.

The deadline for secured loans in the preceding paragraph may not exceed the final maturity date of the foreign currency time deposits in the comprehensive account. However, where the foreign currency time deposits are not terminated upon maturity and are automatically renewed, the pledge loan period may be extended accordingly.

v. Interest on the foreign currency demand deposits in the comprehensive account shall be calculated at the Bank's board rates on June 20 and December 20 each year, and deposited into the Applicant's foreign currency demand deposit account on the following day.

Interest on foreign currency time deposits shall be accrued at the Bank's applicable board rate quoted at the time the deposits are placed. Interests shall be deposited into the foreign currency demand deposit account upon the maturity of time deposits. If the maturity date or any interest payment date falls on a non-business day, the principal and interest (or interest only) shall be deferred to credit to the foreign currency demand deposit account on the next succeeding business day.

vi. The premature withdrawal and overdue withdrawal of foreign currency time deposits in the comprehensive account shall be processed in accordance with the Bank's *Guidelines for Processing Premature Withdrawals (Including Time Deposits with Automatic Renewal) and Overdue Withdrawals of Foreign Currency Time Deposits*.

vii. Where the foreign currency time deposits of the comprehensive account are withdrawn prematurely or upon maturity, the funds shall be deposited into the foreign currency demand deposit account and withdrawn with the passbook, withdrawal slip, or other agreed methods. Where the Applicant has outstanding balance on pledge loans, the principal and interest shall be repaid in advance.

viii. **Interest for pledge loans shall accrue based on the Applicant's highest balance in pledge loans each day, and calculated monthly by multiplying the balance and the interest rate established by the Bank (the current interest rate is the original time deposit interest rate plus one point five percent. The Bank may adjust the interest rates at any time and announce the rates in business locations). The interest shall be settled on the 20th day of each month and the Bank may, at its sole discretion, deduct the interest from the foreign currency demand deposit accounts of the comprehensive account. If interest on the pledge loan is not paid monthly or fully repaid upon maturity, the Applicant shall pay the interest based on the interest rate set by the Bank, default interest, and default penalties.**

The Bank may automatically deduct the principal and interest, default interest, default penalties, and other expenses for the pledge loan specified in the preceding paragraph from the foreign currency demand deposits deposited by the Applicant to the comprehensive account. Such deduction shall be prioritized.

If the Applicant fails to pay interest on the pledge loan monthly or fully repay the pledge loan upon maturity within two months after the Bank issues notices to the address registered on the seal specimen card, the Bank may automatically terminate the foreign currency time deposits to repay the principal and interest, default interest, default penalties, and other expenses of the pledge loan. Where the default penalty in Paragraph 1 is overdue for less than or equal to six months, a penalty totaling ten percent on the agreed interest rate shall apply; where the default penalty is overdue for more than six months, a penalty totaling twenty percent on the agreed interest rate shall apply to parts that exceed six months.

Where the Applicant applies for deposits that *cannot be used for pledge loans*, the aforementioned provisions regarding pledge conditions and repayment of principal and interest for pledge loans shall not apply.

ix. Where the Bank files litigation against the Applicant or where any party petitions for a court-ordered provisional seizure, provisional injunction, enforcement, bankruptcy declaration, restructuring, business cessation or other legal penalties within the duration of the Applicant's business transactions with the Bank, the Bank may treat all deposits under this comprehensive account as matured. The Applicant shall immediately lose all interest regarding debt duration and the Bank may exercise its pledge rights or offsetting claims in accordance with laws.

VI. Special Terms and Conditions for the AMA Integrated Management Account

i. Except for the Special Terms and Conditions for the AMA Integrated Management Account set forth below, the Applicant authorizes the Bank to process all wealth management services and all transactions conducted by the Applicant through the AMA Integrated Management Account based on related provisions in the Agreement and the agreements signed by the Applicant for various wealth management services.

ii. The AMA Integrated Management Account is an account that integrates NTD demand savings deposits and NTD time deposits (NTD comprehensive account), foreign currency demand deposits, foreign currency time deposits (foreign currency comprehensive account),

non-discretionary money trust investments in domestic and foreign securities (hereinafter referred to as “trust accounts”), and secured loans into one passbook. The Applicant may use the passbook, deposit/withdrawal slips, or agreed methods to place deposits, withdraw, apply for secured loans, and overdraft, as well as apply for the subscription, redemption, and conversion of domestic and foreign securities, through the AMA Account.

iii. **Where the Bank provides withdrawal or transfer services from NTD demand savings deposits in the AMA Account based on the application or agreement of the Applicant, the Applicant agrees that the Bank may use the funds in the AMA Account in the following sequence:**

(i) **NTD demand savings deposit balance in the AMA Account.**

(ii) **Pledge loan limit for NTD time deposit in the AMA Account.**

(iii) **The limit for revolving credit loans available to the Applicant through an application with the Bank using the AMA Account. Where the Applicant entered multiple revolving credit loans with the Bank, the loans with lower interest rate shall be prioritized for use.**

Where the Bank uses the funds in the aforementioned sequence and the payment remains insufficient, the Bank may refuse the transaction, and shall not be obligated to notify the Applicant about the insufficient funds.

iv. The provisions regarding the trust account in the AMA Account shall be processed in accordance with the *General Agreement on Trust Business* of the Bank.

VII. Special Terms and Conditions for the Internet Account (ez-Account)

i. Except for the Special Terms and Conditions for the Internet Account (hereinafter referred to as the “ez-Account”), the Applicant agrees that transactions with the account shall be processed in accordance with the Agreement, related provisions in the *Master Trust Agreement* of the Bank, and the agreements signed by the Applicant for various wealth management services.

ii. The ez-Account is a deposit account without a passbook that integrates NTD demand savings deposits and NTD time deposits (hereinafter referred to as “NTD comprehensive account”), foreign currency demand deposits and foreign currency time deposits (hereinafter referred to as “foreign currency comprehensive account”), and non-discretionary money trust investments in domestic and foreign securities into one account. The Applicant may use an identification document and deposit/withdrawal slips to place deposits or withdraw at any domestic business unit of the Bank, or use electronic banking (i.e., ATM card, phone banking services, and i-Bank) to deposit, withdraw, or transfer funds, as well as apply for subscription, redemption, and conversion of domestic and foreign securities, through the ez-Account. The Bank also provides the Applicant with separate account functions for account classification and bookkeeping.

iii. The separate accounts are virtual NTD demand savings deposit accounts, and the deposits in these accounts remain part of the Applicant’s ez-Account.

iv. The Applicant agrees that, when applying for the Bank’s ez-Account, it shall also apply for the Bank’s i-Bank and full payment services. Unless otherwise specified by the Bank, the Applicant may not apply for the termination of the use of i-Bank and full payment services before closing the ez-Account.

v. Unless otherwise specified by the Bank, the *non-designated account transfer* and *payment deduction* functions shall be activated for the Applicant’s ez-Account ATM card. Where the Applicant wishes to terminate any or all service functions specified above, it shall be required to file an application to the Bank.

vi. Unless otherwise specified by the Bank, the *NTD withdrawal* and *payment deduction* functions shall be activated for the Applicant’s ez-Account supplementary ATM cards, and shall be restricted to domestic use.

vii. Interest on the demand deposits in the ez-Account is flexibly calculated monthly at the Bank’s board rates on a simple basis on the 20th day of each month and deposited into the Applicant’s demand deposit accounts for respective currencies in the ez-Account on the following day. Interest for accounts settled before the interest calculation date shall be calculated till the settlement date. Unless otherwise specified by the Bank, interest shall not be calculated on days where the final balance does not reach the starting point for interest calculation.

viii. The Applicant shall be eligible for waiver of domestic inter-bank transaction handling fees when using electronic banking through the ez-Account. However, such transaction handling fees shall still be paid according to the Bank’s regulations for transactions conducted over the counter. The aforementioned preferential treatment for using electronic banking and the fees and payment conditions for over-the-counter services shall be processed in accordance with the Bank’s announcements.

ix. The Applicant agrees to the following restrictions in the use of the ez-Account:

(i) The ez-Account is not eligible for structured investment transactions.

(ii) The Applicant is required to use the electronic channels provided by the Bank to process matters related to time deposits, and may not use the NTD or foreign currency comprehensive accounts to apply for secured loans. The limits on the conversion of demand deposits in the NTD comprehensive account to time deposits and the interest calculation method shall be processed in accordance with the Bank’s regulations.

(iii) The Applicant is required to use the separate account service functions of the ez-Account through i-Bank.

(iv) When using the ez-Account for fund subscription, the ez-Account must be used for designated payment deduction.

(v) The account may be used as a salary transfer account. However, the interest shall still be calculated flexibly based on the board interest rate of the ez-Account. The related preferential treatment for using electronic banking and the fees and payment conditions for over-the-counter services shall be processed in accordance with the regulations for the ez-Account.

(vi) Other services announced by the Bank as inapplicable for the ez-Account.

- x. The Bank shall announce the starting point for interest calculation; payment standards; scope, amount, and number of fund transfers; and the limits on the conversion of demands deposits in the NTD comprehensive account to time deposits for the ez-Account through announcements on the Bank's website or in the Bank's domestic business locations, or through email before the adjustment date. Regardless of whether the Applicant has received the information, the Bank shall not be required to issue written notifications, and the Applicant agrees to proceed to the aforementioned announcement channels and obtain information on related items and contents of the terms and conditions without objection.
- Where the Applicant does not agree to the aforementioned adjustments, it may apply with the Bank to terminate the use of the ez-Account. Where it is not terminated, the Applicant shall be deemed as having accepted the adjustment.
- xi. ez-Account transaction verification
- (i) After completing each transaction according to the instructions, the Bank shall notify the Applicant with an electronic message or a method agreed upon by the Bank and the Applicant. The Bank may also notify the Applicant via email, and the Applicant may download its ez-Account transaction statements from the previous month from i-Bank.
- (ii) The Applicant shall verify the Bank's notices and check for errors. In case of any discrepancy, the Applicant shall notify the Bank within forty-five days of use for further investigation. Upon receiving the notice from the Applicant, the Bank shall immediately start an investigation, and report the situation or result of the investigation to the Applicant within thirty days of the receipt of the notice by the Bank.
- xii. The Applicant agrees that in the event of one of the conditions specified in (1) of the Agreement or Article 18 of the General Terms, the Bank has the right to implement any necessary on the Applicant's ez-Account sequentially (the main account, separate account 1, separate account 2, separate account 3, separate account 4, separate account 5, separate account 6, separate account 7, etc.) without proceeding through normal procedures before terminating the Agreement.
- xiii. The Applicant agrees that all consolidated statements for the ez-Account shall be sent via email. Starting from January 1, 2022, the email address shall validate with the method provided by the Bank. Where the Applicant did not complete the verification, the Applicant agrees the Bank shall change the delivery of consolidated statements from email to personally pick up.

VIII. Special Terms and Conditions for Checking deposit Accounts

Where the Applicant applies to the Bank to open a checking deposit account and appoints the Bank as the payer for checks issued by the Applicant or bills redeemed by the Applicant, all transactions shall be processed in accordance with the following terms and related laws and regulations.

i. General Terms and Conditions

- (i) Terminology used in this Agreement is explained below:
1. *Returned check*: Refers to the situation where a financial institution has denied payment on a negotiable instrument that has been presented for clearance, in which case the presented negotiable instrument is returned to the bearer along with written reasons.
 2. *Annulment*: With regards to negotiable instruments that have been returned due to insufficient deposit balance, non-matching signatures, absence of paying agency arrangement, or withdrawal of payment prior to note expiry, "Annulment" refers to settling the payments written using checking deposit account balance or other alternative means, and collecting back the checks or notes that have been returned, along with detailed reasons.
 3. *Earmarking*: Once a check is returned due to insufficient funds, the account holder places an amount equivalent to the amount written into the checking deposit account, which the Bank classifies as "Other payables" so that it can be readily paid to the financial institution filing the return.
 4. *Paid upon re-presentation*: It means that a returned check is presented once again for payment, and is successfully paid from the balance of the checking deposit account or from "Other payables".
 5. *Remarks*: Refers to a history of returned checks, annulments, and any other credibility issues relating to the account holder's use of negotiable instruments, which Taiwan Clearing House has maintained for future reference.
 6. *Termination of payer's duty*: Means that a financial institution terminates its appointment as the payer for the checks issued by the deposit account holder.
 7. *Blacklisted*: Means that a financial institution refuses to process negotiable instruments issued by account holders who have exhibited unsatisfactory credit history.
- (ii) When opening a checking deposit account, the Applicant is required to fill in and submit to the Bank a seal specimen card and a checkbook collection form. The Bank shall then inquire the Applicant's credibility with Taiwan Clearing House, and issue a blank checkbook once approval is obtained.
- The Applicant must notify the Bank in writing immediately for any changes to the information printed on the seal specimen card. To change the authorized seal, the Applicant must complete a new seal specimen card.
- If the Bank discovers that a corporate account holder has not updated account information as agreed above when there has been a change to the company's name or person-in-charge, a notice shall be sent to the Applicant as a reminder for making the necessary changes. The Bank may terminate the checking deposit account relationship and close the Applicant's account if the necessary actions are not taken within one month of the notice.
- (iii) Where the Applicant opens a checking deposit account after obtaining approval from the Bank, the Bank shall send the deposit slip book and checkbook to the Applicant.
- The Applicant authorizes the Bank to deduct the cost of the blank check (promissory note) book collected by the Applicant from

the Applicant's checking deposit account.

- (iv) The Applicant may deposit cash as well as negotiable instruments and securities accepted by the Bank into deposit accounts. Once a deposit is made, the Bank will stamp on the deposit slip stub as proof of receipt.
- (v) Before depositing the negotiable instruments and securities specified in the preceding article, the Bank shall not conduct payment before the payments are collected by the Bank. In the event of a returned check or other conditions that prevent the collection of the payment for the check, the Bank may, at its sole discretion, deduct the payment from all bills that were previously deposited into the account.

The Applicant shall retrieve the negotiable instruments or securities after receiving the notice from the Bank within a reasonable period for operations.

Where payment for the negotiable instruments or securities is not executed, the Applicant shall be responsible for recovering the payment. The Bank is under no obligation to implement procedures for safeguarding the rights associated with the negotiable instruments on behalf of the Applicant in the event of a returned check or failure of payment.

- (vi) Where a deposit wired from the Bank's correspondent bank or deposited by the Bank or a third party into the Applicant's account due to errors in the account number, account name, or amount; or where operational errors, or failure of computer equipment occurs and causes funds to be erroneously or excessively paid to the Applicant's account, the Bank may, upon discovery, immediately recover the funds and correct the error.

Where the deposit has been withdrawn, the Applicant shall immediately return the withdrawn amount.

- (vii) The Applicant is required to submit a bill issued by the Bank and apply the seal registered at the Bank to retrieve the funds. Once the Bank verifies the bill and deems the seal to match the seal registered at the Bank, it shall pay upon the presentation of the bill. The same shall apply for the assignment of representatives.

Where the Applicant applies for various electronic banking functions or transfer, deduction and payment services, the regulations on the fund payment and collection for checking deposit accounts shall be processed in accordance with the agreement for the respective business.

- (viii) Where a third party forges or alters the seal registered by the Applicant at the Bank and forges a check or alters or modifies a check issued by the Applicant, the Bank shall not be liable for compensation if the Bank is unable to discern the differences despite exercising the duty of care as a prudent manager.

Where a third party uses the seal registered by the Applicant at the Bank without authorization and forges a check, the Bank shall provide payment based on the registered seal. Except where the Bank's deliberate act or negligence causes the loss, it shall not be liable for compensation.

Where the Applicant's check is lost or stolen, the Bank shall not be liable for compensation before the Applicant reports the loss in accordance with laws except in cases where the Bank is aware of the conditions and proceeds with the payment.

In the event that the Applicant's checks are misused by others, the Bank shall not be held liable for compensation of payments made against presented checks before receiving a court order for provisional injunction and executing the provisional injunction in accordance with laws.

The aforementioned provisions shall apply mutatis mutandis to checks issued by the Applicant or bills redeemed by the Applicant.

- (ix) **The Applicant agrees for the Bank to refer all returned check records and blacklisting information from Taiwan Clearing House, and agrees to make credit-related information such as returned check history and blacklisting records available for inquiry by others.**

The Applicant agrees that the Bank may provide the account opening date of the deposit account, capital and revenues of legal entities, remarks for returned checks due to insufficient funds, records of returned checks repayment and canceled returned checks, payment cancellation history, and other related records for inquiry by others in accordance with the regulations of the competent authorities. The Applicant also agrees to provide the information to the Joint Credit Information Center for file creation, and the Joint Credit Information Center may provide the information in the file for inquiries by its member financial institutions.

- (x) Where the Bank announces or notifies the Applicant regarding amendments or additional terms of provisions in the Agreement, the Applicant shall be deemed to have acknowledged the amendments or additional terms if it continues to use the checking deposit account.

- (xi) **Where the Applicant does not agree to the amendments or additional terms, it may notify the Bank in writing within seven days of the announcement or notice to terminate the checking deposit account transactions. However, the Applicant shall remain liable for the repayment of payables and other debts derived from the checking deposit account transactions before the termination.**

ii. Terms and Conditions for Related Negotiable Instrument Operations

- (i) The Applicant shall maintain sufficient balance of deposits in the deposit account when issuing checks. The Bank is under no obligation to notify the Applicant of insufficient deposit balance.
- (ii) Except where the Applicant and the Bank have signed an overdraft contract, the Applicant may not issue a check that exceeds the balance of the deposits; otherwise, the Bank may return any check issued that cannot be paid in accordance with the regulations of Taiwan Clearing House.
- (iii) The Applicant may not use pens with ink that can be easily removed or faded (or pencils) when issuing checks. The Applicant shall

be solely responsible for any disputes that arise due to illegible handwriting or similar reasons, and the Bank shall bear no responsibility.

- (iv) The Bank shall provide payment for checks based on the sequence in which the checks are presented by the check bearer regardless of their issuance date. Where multiple checks are presented at the same time, the Bank may arrange the payment sequence.

The Bank may still pay the bearer even if the check is presented for payment past the presentation due date, provided that the check is presented before the date of extinctive prescription, the issuer has not canceled the payment, and there are no concerns which prevent the Bank from making the payment.

The aforementioned provisions shall apply mutatis mutandis to checks issued by the Applicant or bills redeemed by the Applicant.

- (v) The Applicant shall verify the deposit balance statement mailed by the Bank in a timely manner. Where the Applicant finds an inconsistency, it shall notify the Bank for investigations as quickly as possible. Where the inconsistency is verified by the Bank as an error of the Bank, the Bank shall rectify the error. The Applicant also has the right to request the Bank to present negotiable instruments for which payment has been made.
- (vi) Where the Applicant or the bearer of a check with a specified issuance date applies for payment of a certified check, the Bank may (but shall not be obligated to) deduct the exact check amount from the Applicant's checking deposit account and transfer it to a designated account before specifying "paid upon presentation" or "certified check". The Bank may also assign an authorized signatory to apply a seal for the check certification.
- (vii) Where the checks, blank checks, or seals issued by the Applicant is stolen, lost, or destroyed, the Applicant shall apply to stop payment in accordance with the Bank's stop payment regulations. However, the Bank shall bear no responsibility for fraudulent fund collection unless the Bank ignores that the bill bearer holds no right to the check due to malicious violation or gross negligence.

1. Negotiable Instrument Loss Report and Stop Payment Regulations

(1) **Where the person with rights to the negotiable instrument issues a notice to stop payment, it shall fill out the *Negotiable Instrument Loss Report Notice* and *Negotiable Instrument Loss Report Form*, as well as issue a statement certifying petition for the publication of the notice within five days of submitting the stop payment notice. Otherwise, the stop payment notice shall be invalidated.**

(2) For negotiable instruments with insufficient deposit balance or those that exceed the overdraft amount permitted by the Bank, the Bank shall stop payment within the Applicant's deposit or permitted overdraft limit. Where a deposit is made or permission for overdraft is granted later, it may continue to stop payment within the original amount limit of the negotiable instrument.

(3) The Bank may, at its sole discretion, deduct the amount for which payment is stopped from the Applicant's account as earmarked funds.

(4) The stop payment notice shall be invalidated and payment for the negotiable instrument for which payment is stopped shall be restored where the person issuing the notice to stop payment has issued a statement certifying petition for the publication of the notice to the Bank, but the petition issued by the bearer or the person issuing the notice to stop payment is revoked or withdrawn; the petition for the removal of rights is revoked or withdrawn; or the person issuing the notice fails to provide certification for the removal of rights within the prescribed time.

(5) Where the stop payment notice is invalidated, the person issuing the notice to stop payment may not issue a notice to stop the payment of the same negotiable instrument.

2. Seal Loss Report and Stop Payment Regulations

Where the Applicant loses (including theft or destruction) the fund withdrawal seal registered at the Bank, it shall fill out the *Seal Loss and Replacement Application Form* and the new seal specimen card when reporting the loss. Where there are checks issued with the old seal for which payment has not been collected, the Applicant shall fill out the *Checking deposit Account Old Seal Payment Notice* to notify the Bank to continue payments for the old seal.

Where the Applicant reports the loss of a negotiable instrument, applies for stop payment, reports the loss of seal, or changes the seal, the Bank may collect a service fee from the Applicant.

iii. Terms and Conditions for Returned Checks, Blacklisting, and Termination of Business Transactions

- (i) If the Applicant has returned checks due to insufficient deposit balance or other issues that affect credibility, once they are annulled, earmarked, paid upon re-presentation, or subject to other conditions that involve credibility, the Applicant may, within three years starting from the day after the check is returned, submit a request to the Bank for forwarding the request to Taiwan Clearing House to update the Applicant's remarks according to *Instructions on Checking deposit Account Credibility Remarks*.

- (ii) **The Bank may collect charges from the Applicant for processing negotiable instruments signed and issued by the Applicant that have been returned due to insufficient funds or other issues that affect credibility.**

Where the Applicant applies to the Bank for processing remarks of negotiable instruments in accordance with the preceding article, the Bank may collect a service fee and default penalty from the Applicant.

The service fees and default penalty in the two preceding paragraphs shall not exceed one hundred fifty percent of the amount Taiwan Clearing House collects from the Bank for the same transactions.

The Applicant authorizes the Bank to deduct the service fees and default penalty payable by the Applicant in accordance with Paragraphs 1 and 2 from the Applicant's checking deposit account.

- (iii) The Bank may restrict further issuance of blank checks and promissory notes if the Applicant exhibits any of the following:
 - 1. Returned checks due to insufficient account balance or other issues that affect credibility, or frequent annulment, earmarking, or re-presentation after checks are returned.
 - 2. Any unusual use of negotiable instruments.

The Bank shall notify in writing the reasons for administering the above restrictions. The Applicant may appeal to the Bank if the restrictions are believed to have been based on unreasonable grounds.

The Bank may suspend issuing blank checks and promissory notes if the Applicant's deposit account becomes subject to a court-ordered seizure. However, this shall not apply where the Bank has earmarked an amount equivalent to the amount seized.

The Bank may suspend the issuance of blank checks and promissory notes if the Applicant fails to follow the regulations for processing checking deposit accounts and cooperate with supplementary inspections of its profit-seeking enterprise registration certificate within the prescribed period.

- (iv) If the Bank discovers that the Applicant has opened checking accounts in other financial institutions, and has issued checks that are later returned due to any of the following reasons without subsequent annulment, earmarking, or successful payment upon re-presentation totaling three incidents in a year, or if the Applicant has been convicted for criminal activities involving uses of checks, the Bank may blacklist the Applicant for three years from the date reported by Taiwan Clearing House:
 - 1. Insufficient deposit balance.
 - 2. Non-matching signature.
 - 3. Designating an unaccepted financial institution as the promissory note payer.

Returned check records are calculated separately, not aggregated, for each of the above causes.

- (v) **Once the Applicant is treated as a blacklisted account, or if the checking deposit account agreement is terminated for any reason, the Applicant shall be required to close the checking account and return all remaining blank bills to the Bank within one month of the Bank's notice.**

Where the Applicant fails to return the blank bills in accordance with the requirement in the preceding paragraph and fails to earmark amounts for payment, the Bank shall, at its sole discretion, deduct the default penalties for returned bills specified by Taiwan Clearing House based on the number of blank checks that have not been recovered from the Applicant's account as reserve for payment.

- (vi) If the Applicant is a corporation and has been granted the permission to undergo corporate restructuring by a court before the blacklisting expires, a request can be made to the Bank and forwarded to Taiwan Clearing House to register a restructuring remark. Once the restructuring remark has been registered, the Bank may reinstate business relationship on a provisional basis. If, after the restructuring remark, the company encounters one more returned check anytime within the provisional reinstatement period before the date blacklisting was initially scheduled to expire, the Bank may extend its blacklisting for another three years from the date reported to Taiwan Clearing House.
- (vii) After blacklisting, the Applicant may reinstate business relationship and re-open accounts under the following circumstances, subject to the Bank's consent:
 - 1. After the blacklisting has expired.
 - 2. All returned checks that led to the blacklisting and all returned checks thereafter have been fully annulled, earmarked, or paid upon re-presentation.
- (viii) Unless otherwise specified in laws, the Bank and the Applicant may both terminate the checking deposit account agreements at any time, and the termination shall be valid upon the delivery of the notice.

Where the checking deposit account is terminated for any reason as stated above, the Applicant shall be required to return all blank checks to the Bank.
- (ix) **In the event of a breach of any contract signed by the Applicant and the Bank, if the Bank claims that all payments are deemed as due, the conditions for terminating the checking deposit account relationship shall be deemed as met. Where the conditions in the preceding paragraph for termination are met, the checking deposit account agreements shall be immediately invalidated and the Bank shall be obligated to return the remaining balance in the checking deposit account. However, the Bank may use the refundable balance to offset all debts owed by the Applicant to the Bank.**
- (x) Once the Applicant is treated as a blacklisted account, or if the checking account relationship is terminated for any reason, the Applicant shall file a written application with the seal registered by the Applicant at the Bank when it applies to earmark funds for payment of negotiable instruments that have not been recovered.

Where the Applicant applies to earmark funds in accordance with the preceding paragraph, the Bank may collect a service fee from the Applicant.

iv. **Terms and Conditions for Promissory Notes and Redemption of Bills**

- (i) Where the Applicant appoints the Bank as the payer for promissory notes issued by the Applicant or bills redeemed by the Applicant, it shall abide by the following provisions. The related provisions for the issuance of checks shall apply mutatis mutandis to items that are not specified below.
- (ii) For any promissory notes issued by the Applicant that specify the Bank as the designated payer, the Bank shall deduct payments from the checking account registered under the Applicant. Where the Applicant does not use the promissory notes printed by the Bank for issuing a promissory note, the Bank may reject the note based on the reason "failure to use promissory note printed by the Bank". However, the Bank may provide payment if the Applicant uses a commercial paper used by a short-term bills dealer or guaranteed by a financial institution, designates the Bank as the payer, and issues a written request for keying in

magnetic-ink characters.

- (iii) Before due payment for the checks issued by the Applicant or bills redeemed by the Applicant is requested, the Applicant shall deposit sufficient funds for paying the negotiable instruments into the checking deposit account for payment.
If the Applicant's promissory note or redeemed bill is returned due to insufficient funds in the checking account or due to non-matching signatures, it shall be deemed as a returned check, and the return record shall be added to the Applicant's check return history.
- (iv) If the Bank discovers that the Applicant has opened checking accounts in other financial institutions, and has issued promissory notes to be paid by the respective institutions that are later withdrawn before the presentation deadline, or are later returned when bearers present them for payment without subsequent annulment, earmarking, or successful payment upon re-presentation totaling 3 incidents in one year, the Bank may, at its sole discretion, cease to act as the Applicant's designated payer for three years from the date reported by Taiwan Clearing House.
Once the Bank has ceased to act as the Applicant's designated payer as stated above, the Applicant shall return all remaining blank promissory notes within one month of Bank's notice; otherwise, Bank may proceed to terminate the checking deposit account agreements.
- (v) For any promissory notes issued by the Applicant that specified the Bank as the designated payer, if the expiration date is not fully specified or if the expiration date is before the issuance date, the Bank may return the check regardless of whether there is sufficient balance.

IX. Special Terms and Conditions for NTD Bill Collection Services

- i. When the Applicant applies for bills collection services, it shall fill out related information of the bill on the Bank's bill collection service receipt or the payment collection record book. It shall sign or apply its seal and fill out its address and the deposit account number on the back of the bill.
- ii. To economize time, where the Applicant is in another area, it may request a business unit of the Bank in the area to provide the bill collection service.
- iii. When the Applicant requests the Bank to deposit a bill into its account, the bill shall be deemed as a bill collected on behalf of the Applicant. No interest shall be accrued and the funds may not be used before the collection is complete. In the event of a returned check or other disputes, the Applicant shall be solely responsible for processing and the Bank may deduct the amount from the account. In addition, once the Applicant receives the Bank's notice of the returned check, it shall present the payment collection record book/bill collection service receipt and the registered seal to the collection service branch and apply the seal on the *Depositor Returned Check Collection Form* and retrieve the original bill. Where the Applicant fails to retrieve the bill within one year of the return, the Bank shall not be responsible for safekeeping of the bill.
- iv. Where the Applicant intends to cancel the payment collection service or postpone the presentation, it shall notify the Bank via telephone or fax on the previous business day and fill out an application form.
- v. Except where the Applicant's special appointment is approved by the Bank, the Bank shall not produce a protest, notice to request repayment, or any other procedures to legally secure rights for negotiable instruments on behalf of the Applicant. Where the Bank agrees to perform the procedures on behalf of the Applicant, all expenses shall be borne by the Applicant.
- vi. The payment collection record book/bill collection service receipt cannot be transferred or used as collateral.
- vii. In the event of an incident involving the negotiable instruments deposited by the Applicant in the transportation process by the Bank, or where the financial institution appointed by the Bank for the collection cannot retrieve the collected payment, delays the payment, or provides partial payment, the Bank shall not be held liable except for reasons attributable to the Bank.
- viii. If the collected negotiable instrument by the Bank becomes stolen, lost or destroyed during transportation by the Bank, the Applicant agrees to authorize the Bank or the paying bank to report the loss, stop payment, and publicize or obtain an invalidating judgment on behalf of the Applicant. The Applicant also agrees to obtain sufficient bill payments from the issuer's account, and transfer the rights of the lost negotiable instrument to the paying bank. The Applicant may not claim rights vested in the negotiable instrument, and the invalidating judgment shall be delivered to the paying bank as the certificate for offsetting the accounts.

X. Special Terms and Conditions for Bank Payment Service/Deposits Without Passbook

- i. The Applicant shall specify a four-digit fund withdrawal password (the four digits may not consist of entirely 0) and enter the password at the pinpad at the Bank. The Applicant shall use the password to process bank payment service/deposits without passbook withdrawal and all subsequent deposits and withdrawals shall be processed in accordance with related terms and conditions for bank payment service/deposits without passbook.
- ii. The Applicant may use the passbook (except for deposit accounts without passbook), withdrawal slip with registered seal, and the fund withdrawal password to perform fund withdrawal or account transfer in domestic business units of the Bank according to regular procedures. If the fund withdrawal password provided is erroneous and has been entered into the computer three times, the computer shall automatically suspend payment services.
- iii. When the Applicant applies/changes/cancels the fund withdrawal password, the Applicant (the person in charge or legal representative for legal entity depositors) shall present the ID, passbook (except for deposit accounts without passbook) and the registered seal to the Bank.
- iv. Where a negotiable instrument deposited by the Applicant in other domestic business units of the Bank (hereinafter referred to as associated bank) is returned, it shall retrieve the negotiable instrument from the original account opening bank by presenting the

registered seal. If the Applicant intends to retrieve the returned negotiable instrument from the associated bank, it shall inform the Bank when depositing the negotiable instrument.

- v. Where the Applicant encounters a failure of the Bank's computer connection system or cannot make payments due to other reasons when withdrawing funds from an associated bank, the associated bank shall temporarily suspend payment services.
- vi. After the Applicant deposits or withdraws funds without passbook, the Bank shall regularly print the transaction list for the Applicant to verify transaction details, except where the Applicant has other methods for account verification (including but not limited to online banking). If the Applicant has questions, it shall obtain information from the original account opening bank within one week of receiving the transaction statements.

XI. Special Terms and Conditions for *Jinhaoyong*

- i. If the credit account specified by the Applicant in its application for transfers is in another financial institution, the Applicant agrees that related service fees shall be deducted from the debit account. After the aforementioned funds are transferred, the Applicant agrees that it shall voluntarily update the passbook. If the passbook is not updated, the Applicant agrees that it shall recognize all transferred amounts in the preceding paragraph without objection.
- ii. **The Applicant may apply for a maximum of ten *Jinhaoyong* account transfers with a maximum transfer amount of NTD 10,000 per transaction and a maximum transfer period of thirty-six months. If the Applicant needs to continue the account transfer upon the expiry, the Applicant shall fill out a separate application form. The starting date of the account transfer shall be within two months of the transaction date of the application. The application shall be effected on the second day after the transaction date of the application.**
- iii. The Applicant shall deposit sufficient funds before the designated account transfer date. If the deposit is insufficient for paying the transfer amount and the service fee or if the funds are seized or subject to enforcement which prevents the account transfer, the Bank may immediately terminate the account transfer. All losses and liabilities as a result of such termination shall be borne by the Applicant. Where there are multiple funds to be deducted and the balance in the deposit account is insufficient for full deduction, the Applicant agrees that the Bank may, at its sole discretion, determine the sequence of the deduction.
- iv. Where the designated credit account at the Bank is not a regular account, the Applicant agrees that the inward transfer shall not be executed.
- v. The Applicant agrees that in the event of a failure of the Bank's computer system or force majeure incidents, the Bank may operate the account transfer as quickly as possible after the aforementioned failure or incident is resolved.

XII. Gold Passbook Terms and Conditions

- i. **Due to fluctuation of gold prices in the international market, investment in gold may lead to profits from price changes or losses in the principal. In a worst-case scenario, the investor may lose its entire purchased amount. The Applicant is therefore advised to carefully evaluate its own financial status and risk tolerance before opening a Gold Passbook Account (hereinafter referred to as the Gold Passbook) and deciding on investments. The Applicant shall also judge the timing for investments and assume all investment risks (including without limitation fluctuation of gold prices and restrictions and losses in foreign exchange).**
- ii. **Gold Passbooks are not considered deposit accounts and they are not subject to interest payments. They are also not covered by the deposit insurance provided by the Central Deposit Insurance Corporation, nor protected by any deposit insurance.**
- iii. The unit price information specified in the Gold Passbook refers to the price at the time of each transaction, and does not represent the value of the gold balance in the account.
- iv. Gold transactions of the Gold Passbook denominated in NTD and USD shall be booked separately in the same passbook. Cross-currency trading or transfers are not allowed.
- v. Unit for quotation: Quotations are provided in *grams* (for prices denominated in NTD) and *ounces* (for prices denominated in foreign currencies). The basic units for quotation are 1 gram and 1 ounce, respectively, and the Bank shall determine and announce the buy and sell price for each business day accordingly. Offshore customers of OBU branches are restricted to application for Gold Passbook operations denominated in foreign currencies.
- vi. Gold Passbook designated deposit account: Cash transactions are not accepted for the Gold Passbook. When opening the Gold Passbook, the Applicant shall specify the designated payment deduction account in the *Gold Passbook Investment Payment Deduction and Investment Agreement* on the Deposit Account Opening and Business Transaction Application Forms of all types, and apply the registered seal for each deposit account. If the Applicant wishes to purchase and sell gold in *grams*, it shall enter an agreement with the Bank to use **the Applicant's NTD demand (savings) deposit account, comprehensive account, or the AMA Integrated Management Account**; if the Applicant wishes to purchase and sell gold in *ounces*, it shall enter an agreement with the Bank to use **the Applicants foreign currency demand deposit account, foreign currency comprehensive account, or the AMA Integrated Management Account**. The designated deposit account shall be used as the designated payment deduction account for lump-sum subscriptions/regular investment/related fees, and the designated inward remittance account when gold is resold. Regardless of whether NTD or foreign currencies are used for Gold Passbook operations, the related service fees shall be paid from the designated NTD demand (savings) deposit account, comprehensive account, or the AMA Integrated Management Account.
- vii. Lump-sum subscriptions: When the Applicant applies for a lump-sum subscription of gold, it shall fill out the *Gold Passbook Lump-sum Subscription Slip* and apply the registered seal. It shall also agree to make the purchase based on the Bank's selling price at the time of the purchase. The Applicant shall use the designated payment deduction account for the Gold Passbook to purchase gold positions, which shall be registered in the Gold Passbook. Each purchase shall not be lower than 1 gram or 1 ounce. The amount shall

- be calculated to the second decimal place.
- viii. Sellback: When the Applicant sells back gold, it shall fill out the *Gold Passbook Expenditure Slip* and apply the registered seal. It shall also agree to make the sale based on the Bank's purchasing price at the time of the sale; the funds shall be deposited in the designated account. **Where the Applicant is a public or private business, authority, association, or organization, it shall issue a tax-free uniform invoice to the Bank when selling the gold (entities for which the use or issuance of uniform invoices is exempted shall issue receipts), and file declarations for the business tax in accordance with regulations.**
 - ix. Regular investments (including regular fixed and regular variable investments): When the Applicant files an application to purchase gold at regular intervals, it shall fill out the *Gold Passbook Regular Investment Application Agreement/Change Application Form and Registration Form* at least one business day prior to the investment date, and apply the registered seal to enter an agreement with the Bank that specifies the gold investment date in each month (the investment date shall be postponed to the following business day in the event of holidays, other force majeure incidents, or where no such day exists in the current month). The Bank shall be assigned to deduct the investment amount and service fees from the deposit account designated by the Applicant, and the converted gold investment units shall be registered in the Applicant's Gold Passbook. **Related agreement shall be processed in accordance with the Gold Passbook Account Regular Investment Terms and Conditions.**
 - x. Order matching: The applicant authorizes the Bank to conduct order matching in accordance with the Applicant's designated order-matching unit price and order-matching volume within the designated order-matching period. Where the Bank's Gold Passbook announced price reaches or becomes more favorable than the order-matching unit price designated by the Applicant, the Bank shall implement batch transactions at the top of the hour from 10: 00 to 15: 00 each day. The Bank shall conduct subscription/sellback transactions in accordance with the announced price. The Bank shall suspend order matching after the transactions are completed. **Related agreement shall be processed in accordance with the Gold Passbook Account Order Matching Terms and Conditions.**
 - xi. Fund transfer: When the Applicant applies for fund transfer, it shall fill out the *Gold Passbook Expenditure Slip*, specify the credit account number, and apply the registered seal to transfer the gold to other Gold Passbook Accounts in the Bank. The Bank shall charge a service fee if the credit account is not the Applicant's account. Gold positions cannot be transferred between Gold Passbook accounts of domestic business units and OBUs.
 - xii. **Withdrawal of gold ingots**
 - (i) **To withdraw gold ingots, the Applicant shall file an application over the counter at the Bank's business unit in advance, and specify the withdrawal date to facilitate preparation. The withdrawn gold ingots shall be restricted to the specifications of the gold ingots quoted by the Bank, and gold ingots may not be deposited after withdrawal.**
 - (ii) **When the Applicant applies for the withdrawal of gold ingots, it shall fill out the Gold Passbook Gold Ingot Withdrawal Slip and apply the registered seal. The Bank shall deduct payable fees for the conversion into gold ingots from the designated payment account.**
 - (iii) **When the Applicant collects the gold ingots, it shall present its personal ID, the stub of the Gold Passbook Gold Ingot Withdrawal Slip, and the registered seal to the Bank's business unit responsible for the withdrawal of gold ingots to collect the gold ingots.**
 - (iv) **Offshore customers of OBU branches shall not withdraw gold ingots.**
 - xiii. Service fee: **The service fees shall be charged in accordance with the payment standards of the Bank.** The Bank may change or adjust the fees in accordance with business requirements and announce the change or adjustment at the Bank's business locations or on its website 60 days before the effective date (however, such restrictions shall not apply for reduction in fees). The Bank shall not be required to issue notifications in writing and the Applicant shall not object.
 - xiv. Transaction channel: The Applicant may apply for transactions such as lump-sum subscription/sellback/fund transfer/regular investment and changes over the counter at the Bank's business units or through online banking (including mobile banking). When the Applicant applies for the aforementioned transactions through online banking (including mobile banking), it shall abide by the Bank's *Online Banking Service Contract* and the *i-Bank Terms and Conditions*. The Applicant shall also use the designated deposit accounts specified in the Deposit Account Opening and Business Transaction Application Forms of all types as the designated accounts for online transactions. The Bank shall then conduct payment deduction for subscriptions or sellback operations. Where the Applicant wishes to use online banking (including mobile banking) to process gold transfers, it shall specify the Gold Passbook online banking outward transfer and credit accounts in advance, or apply for the *waiver of required agreement for transfers between accounts of the same ID in the Bank*.
 - xv. If the Applicant is a foreign national, it shall be required to obtain an alien residence certificate. The Applicant shall only be permitted to open the Gold Passbook account and conduct subscription and sellback operations in foreign currencies within the period of validity of the alien resident certificate. In addition, foreign nationals are required to provide a valid alien resident certificate with at least one year (inclusive) of validity to apply for Gold Passbook foreign currency operations through online banking (including mobile banking) services. Foreign nationals must present an alien permanent resident certificate to conduct regular investments and order matching in foreign currencies.
 - xvi. The rights specified in the Gold Passbook, **except where the Applicant applies for pledge loans with the Bank in accordance with the Bank's related regulations, shall not be assigned or pledged to a third party.**
 - xvii. Where the passbook or seal is stolen, lost, or damaged, the Applicant shall immediately report the loss and complete related procedures. However, where the Applicant's gold is withdrawn, sold, or disposed through other measures before the loss is reported, the loss shall be borne solely by the Applicant.
 - xviii. Where there is an error in the amount of the gold deposited into the Applicant's Gold Passbook or an excessive payment for sellback

to the deposit account designated by the Applicant and the Bank due to the Bank's operation errors, the Applicant agrees that the Bank may correct such errors immediately.

- xix. Where the records in the Gold Passbook do not match the actual transaction data recorded by the Bank, unless the Applicant is able to prove the existence of errors in the Bank's computer records, the Bank's records shall prevail. The Bank may also rectify the records in the passbook, and the Applicant may not correct items in the passbook at own discretion.
- xx. Account closure: Where the balance of the Gold Passbook is zero or where permanent suspension of the regular investment has been agreed upon, if no incident is registered and no seizures based on laws are set, the Applicant may close the Account. The Applicant shall fill out the *Gold Passbook Account Closure Application Form*, apply the registered seal, and process the application over the counter or by mail.
- xxi. Where there are gifts, inheritance, or payable taxes in relation to the Applicant's Gold Passbook, the Applicant or its successor shall be responsible for declaring and bearing such matters.
- xxii. The Applicant agrees that where services provided by the Bank are interrupted due to regulatory requirements, failure of telecommunications networks, intentional sabotage by third parties, or other reasons unattributable to the Bank, the Bank shall not be held accountable for such interruptions.
- xxiii. The Applicant agrees that the Bank may at any time suspend all or part of the services offered, and terminate all or part of the Agreement through writing or any method deemed appropriate, upon discovering any of the following:
 - (i) Where the international gold market price or foreign exchange market rates fluctuate dramatically due to force majeure incidents.
 - (ii) Where the Applicant's Gold Passbook designated deposit account is subjected to provisional seizure, provisional injunction, enforcement or other penalties imposed by law, where any fact demonstrates the Applicant's loss of credibility, or where a government agency notifies the Bank that the account is involved in illegal activities.
- xxiv. Where the Bank receives an order for the seizure, enforcement, provisional injunction, or other debt-securing measures for the Applicant's Gold Passbook from a court or an administrative authority, the Bank shall process the Gold Passbook in accordance with the order or ruling. Where the enforcement order requires the sellback of gold in the Gold Passbook, the Bank may perform the sellback based on the Bank's announced purchase price and pay the amount gained from the sellback based on the order. The remaining balance, if any, shall be deposited by the Bank into the Applicant's Gold Passbook designated deposit account. If the Applicant's designated deposit account is frozen and cannot receive deposits, the Bank may temporarily deposit the balance into the Bank's provisional account. Once the Applicant may legally access such funds, it may apply to the Bank to collect such funds.
- xxv. Offset clause:
 - (i) If the Gold Passbook is subject to enforcement, provisional seizure, provisional disposition or other debt-securing measures, or if the Applicant has defaulted on, or accelerated the maturity of, debts owed to the Bank, resulting in the Applicant being unable to repay the debt to the Bank, upon notification or reminder by the Bank, the debt shall be deemed fully matured and the Bank may use the gold deposited by the Applicant in this Passbook to settle the amount before the due date (the Applicant agrees that the Bank may sell back the gold on behalf of the Applicant at the quoted purchase price announced by the Bank) and directly offset the amount settled before the due date against all debts owed by the Applicant to the Bank.
 - (ii) As defined in the preceding paragraph, this offset shall be effected from the time the accounting entries are made by the Bank. The passbook or other tokens issued by the Bank to the Applicant shall no longer serve as valid proof of possession where offset applies.

XIII. Special Terms and Conditions for the Use of Electronic Banking

i. General Terms

- (i) Electronic banking refers to the ATM card, phone banking services, or online banking services (including mobile banking) provided by the Bank based on the Applicant's application. After the Applicant applies and collects the ATM card and initial password issued by the Bank, it shall immediately change the password to its own password (the password may not consist entirely of 0), and may not disclose the password to a third party to ensure security. Any loss caused by the leak of the password shall be borne solely by the Applicant and the Bank shall not be held accountable.
- (ii) The Applicant shall change the initial password within the period specified by the Bank. If it loses the password slip before changing the initial password, it may apply for a new password over the counter at the Bank's domestic business units.
- (iii) The Bank shall update the information provided in the electronic banking service as quickly as possible. However, the Applicant agrees and understands that all interest rates, exchange rates, and net value of funds inquired or faxed through the Bank's system are provided for reference only. The actual price shall be based on the price announced or determined by the Bank at the time of the transaction.
- (iv) Where the Applicant uses electronic banking to process account transfer or deposit transfer transactions, the payment shall be deducted immediately, and the transaction unit shall be as follows:
 - 1. For outward and inward transfers in the same currency, the currency unit for NTD and JPY shall be in integers and the currency unit shall be calculated to the second decimal place for other foreign currencies.
 - 2. For outward and inward transfers in different currencies (i.e., currency exchange), the currency unit for NTD and JPY shall be in integers and the currency unit shall be calculated to the second decimal place for other foreign currencies.
 - 3. For the conversion of NTD demand deposits to time deposits, *NTD 10,000* shall be adopted as the unit.
 - 4. For the conversion of foreign currency demand deposits to time deposits, the currency unit for JPY shall be in integers and the currency unit shall be calculated to the second decimal place for other foreign currencies.

The aforementioned scope of fund transfer, transaction amount units, maximum/minimum individual transfer amount, cumulative transfer amount for each day, minimum deposit amount for each transfer, maximum cumulative monthly transfer amount, and calculation method for credit amount of different currencies shall be processed in accordance with related regulations of the Bank. They shall also be adjusted in accordance with changes in related regulations of the Financial Supervisory Commission, Central Bank, the Bank, or Financial Information Service Co., Ltd.

- (v) Where the Applicant uses electronic banking to cancel a time deposit in the comprehensive account (including premature withdrawal) and deposits the fund into its demand deposit account, the system will not automatically cancel the original automatic deposit settings of the account. The Applicant shall be required to cancel the automatic deposit settings to prevent funds from being converted to time deposits. After the Applicant cancels the automatic deposit settings, it shall be required to apply for the settings again if it requires automatic deposit services.
- (vi) The Applicant's electronic banking transactions are processed without passbook registration, and the transactions shall have equal validity as withdrawals upon presentation of checks, and transactions completed upon presentation of passbook and deposit or withdrawal slips performed over the counter in the Bank. No changes shall be permitted after the completion of each transaction. In addition, the Applicant may pay taxes and other fees for individuals other than the Applicant. However, the Applicant shall be solely responsible for any errors in payment.
- (vii) Where the Applicant uses the passbook and registered seal to apply for withdrawal or fund transfer over the counter and the Bank's computer system malfunctions and cannot perform the operation, before the Bank confirms the Applicant's deposit balance, the Applicant agrees that the Bank shall make payments based on the balance of the currency on the account on the previous day plus or minus the amount in the same currency paid or collected on the same day (excluding deposited negotiable instruments), and then deduct the estimated range of the Applicant's maximum withdrawal and fund transfer limit for electronic banking on the same day. The Applicant may not object, and may not request to immediately terminate the Agreement and withdraw funds. Where the Bank follows the Applicant's request and uses the balance on the account on the previous day plus or minus the funds in the same currency collected or paid on the same day (excluding deposited negotiable instruments) for payment, but subsequently discovers that the amount withdrawn by the Applicant exceeds the actual balance in the currency on the account, once the Bank notifies the Applicant, the Applicant shall unconditionally return the excess amount, and starting from the excessive withdrawal date, pay interest accruing at the Bank's base rate (loan interest rate) plus 5% of annual rate. Before the Applicant repays the advance, principal and interest, the Bank may temporarily suspend the Applicant's use of electronic banking services.
- (viii) The Applicant shall be responsible for the verification and confirmation of the transaction statements when applying or changing the designated account for electronic banking and for fund transfer and currency conversion. Losses caused by errors in the designated account or the fund transfer transaction statement shall be borne solely by the Applicant. The Bank shall not be responsible for rectifications or requesting repayment. However, the Bank may provide necessary assistance. The Applicant also agrees to pay fund transfer service fees in accordance with the rates specified by the Bank and Financial Information Service Co., Ltd. The Applicant also authorizes the Bank to deduct such funds from the debit account.
- (ix) Where the Applicant uses electronic banking to apply for scheduled transfer or automatic deposit, the Applicant agrees that if the fund transfer date is not the Bank's business day, the following business day shall be the actual transaction date. Where the balance of the payment account on the actual transaction date is not sufficient for payment, the accumulated fund transfer amount (excluding the demand deposits converted to time deposits in the comprehensive account and premature withdrawal of time deposits) exceeds the scope specified by the Bank, the account is seized by a court, subjected to enforcement, or subjected to restrictions caused by other reasons, the scheduled transfer shall be automatically canceled by the Bank's computer. If multiple scheduled fund transfers are scheduled for the actual transaction date, the Bank shall complete the transfers based on the succession in which the scheduled transfers were scheduled.
- (x) To cancel a scheduled transfer with electronic banking, the Applicant must complete the procedure on the day preceding the actual transaction date at the latest. To cancel automatic deposit in comprehensive accounts and apply for the cancellation of renewal upon maturity, conversion of deposits, or other transactions, the Applicant agrees that it must complete the procedure during the Bank's office hours on the day preceding the actual transaction date at the latest for such cancellation to take effect.
- (xi) Where the Applicant schedules a fund transfer with electronic banking, the scheduled transfer date cannot be the date the transfer is scheduled. The scheduled time shall be the first to one hundred eighty-fifth business day after the application date. Where the outward or credit account used for the scheduled fund transfer is switched, terminated, or canceled before the actual transaction date, the Applicant agrees that the fund transfer transaction shall be automatically canceled by the Bank's computer.
- (xii) Where the Applicant uses electronic banking to cancel the final time deposit in each currency of the comprehensive account, outstanding principal or interest of pledge loans shall be automatically recovered by the Bank's computer, and the balance shall be deposited into the demand deposit account of the same currency. If the principal and interest for pledge loans to be recovered by the Bank or the withheld income tax exceeds the amount after the comprehensive account time deposit is terminated or if there is outstanding overdue interest that has not been recovered, the Bank may reject the application.
- (xiii) Where the Applicant makes incorrect password entries more than the number of entries permitted by the Bank when using electronic banking, the Bank shall automatically suspend the Applicant's use of electronic banking services. However, the transactions the Applicant had applied to through electronic banking before the suspension of use (including all scheduled transfer data prior to the actual transfer date) shall remain effective. If the Applicant wishes to continue to use electronic banking, it may apply for password reset over the counter at the Bank's domestic business units.

- (xiv) After the Applicant uses electronic banking for transactions, it shall inspect the transaction results and records as quickly as possible. If the transmitted data is erroneous due to the Bank's errors in inward transfers before the transmission or other factors which cause the account data to be incorrect, the Applicant agrees that the Bank shall use the recorded amount or settled amount in the computer main file. However, if the Applicant can prove that there are errors in the aforementioned records or settled amounts, the Bank shall correct the errors.
- (xv) Where the Applicant uses ATM card, phone banking or online banking (including mobile banking) to add or change the designated credit account, it must wait till the Bank reviews and makes the application effective before it may transfer into the account. Once the application is effective, the inward transfer into the designated account of the Applicant (i.e., where the uniform number and repeated serial number are the same) at the Bank can be used immediately. For designated transfer into the account of another individual or an account in another bank, the application is passed after two calendar days, it can be used on the day it becomes effective.
- After the Applicant applies for the designated credit account, the Applicant may, if it has questions or other needs, call the Bank's 24-hour customer service hotline (02)2181-1111 or the toll-free customer service hotline: 0800-031-111 to apply for the cancellation of the credit account.** The aforementioned regulations on outward transfer and credit accounts may be adjusted by the Bank in accordance with changes in related regulations of the Financial Supervisory Commission, Central Bank, the Bank, or Financial Information Service Co., Ltd.
- (xvi) The amounts for foreign exchange settlement transactions conducted by the Applicant via Electronic Banking and over the counter shall be aggregated for calculation purposes (with purchases and sales calculated separately) and shall not exceed the limits prescribed by the Central Bank. The Applicant shall complete the foreign exchange declaration procedures in accordance with applicable laws and regulations. If the Applicant's transactions exceed the aforementioned limits or otherwise violate any applicable regulations, the Bank shall be entitled to handle such matters in accordance with relevant regulations or to reject the transactions. Any losses arising therefrom, whether incurred by the Bank or the Applicant shall be borne solely by the Applicant.
- (xvii) After the Applicant uses electronic banking to process foreign exchange fund transfer and purchase/sale settlements, it may proceed to the original account opening bank and request the issuance of transaction certificates.
- (xviii) Where the Applicant conducts foreign exchange transactions involving different currencies through Electronic Banking, the applicable exchange rate shall be calculated based on the Bank's posted exchange rate prevailing at the time such transaction is executed. In the event of significant volatility in the foreign exchange market, **the Bank reserves the right to suspend or discontinue exchange rate-related services.**
- (xix) Where the designated credit account at the Bank is not a regular account, the Applicant agrees that the Bank may refuse to execute the transaction.
- (xx) After the Applicant uses phone banking services or online banking to complete a fund transfer, the Bank shall mail or deliver the transaction statement for the Applicant to verify the accounts.
- (xxi) Where the Applicant enters into this Agreement with the Bank and uses the electronic banking services provided by the Bank, it shall voluntarily pay the service fees and other fees in accordance with the Bank's payment standards. The Applicant also authorizes the Bank to deduct such fees automatically from the Applicant's account. The deducted amount does not include taxes. If the Applicant has insufficient balance in its account for the payment deduction, the Applicant agrees that the Bank may, at its sole discretion, cancel the transaction.
- (xxii) Where the Applicant uses electronic banking for any transaction and the transaction fails or is delayed due to telephone connections, third-party actions, or other force majeure factors, the Applicant agrees to solely bear the results of such failure or delay.
- (xxiii) Where the Applicant uses the electronic banking services in any suspected of illegal, inappropriate way, damages the services, or where the Bank deems it necessary, the Bank may restrict or terminate the Applicant's use of electronic banking. Where the rights or interest of the Bank are damaged, the Applicant shall also be responsible for compensation.
- (xxiv) If the Applicant has any suggestion or question regarding the electronic banking services provided by the Bank, the Applicant may call the Bank's 24-hour toll-free customer service hotline: 0800-031-111 and request service by dedicated staff.**

ii. Special Terms and Conditions for Phone Banking Services

- (i) **The telecommunications fees derived from the use of the service shall be borne solely by the Applicant.**
- (ii) The service is provided 24 hours a day (including holidays). However, the service hours of certain service items that involve account processing shall be determined in accordance with the Bank's regulations.
- (iii) After the Applicant uses the service to report the loss of the ATM card, passbook, seal, or deposit certificate, it shall not be required to report the loss in writing or complete cancellation procedures at the Bank. However, the supplementary issuance and replacement application procedures shall be processed in accordance with related regulations of the Bank.
- (iv) **Where the Applicant terminates the service, it shall fill out an application form and the termination shall only be effective after the Bank completes the registration in the computer. Alternatively, the Applicant may use the telephone to change the password to "9999" in the system. The Bank shall then terminate phone banking services and automatically cancel all scheduled fund transfers prior to the actual fund transfer date for which applications were filed through the system before the termination of the account.** However, the Applicant may still use service items included in the service that do not require password entry. If the Applicant wishes to restore the use of the service, it may file a new application over the counter at the Bank's domestic business unit.

iii. Special Terms and Conditions for Online Banking Services

In this service, the Applicant uses its personal computer or other electronic equipment (e.g., smart phones or tablet computers) to connect to the Bank's computer through the Internet and conduct financial transactions with the Applicant's account or other authorized account, or obtain the necessary financial information directly on the Internet.

(i) Terminology

1. Online banking services: Various financial services offered by the Bank that the Applicant can directly access from the Applicant's computer or mobile devices through Internet connection with the Bank's computer, without needing to visit the Bank in person.
2. Electronic documents: Any text, audio, image, video, symbol, or other type of data transmitted by the Bank or by the Applicant over the Internet, which has been arranged in electronic or other not directly recognizable format, but that can be processed electronically to convey meaning.
3. Digital signature: Refers to the process of converting electronic documents into a certain length of digital information using mathematical algorithms or other methods, and encrypting these with the signatory's private key. The digital signature can be further authenticated using a public key.
4. Certificate: Electronic data that contains information of how a digital signature is to be validated; it is used to verify the signatory's identity and qualification.
5. Private key: The part of paired digital data retained by the signatory; this digital data is used for producing digital signatures.
6. Public key: The part of paired digital data that is public; this digital data is used to validate digital signatures.

(ii) Website verification:

Prior to using Internet banking, the Applicant shall check and ensure the Internet banking URL is correct before accessing the online banking services. If the Applicant has any question, please call the 24-hour customer service hotline: (02)2181-1111. The Bank should inform the Applicant about the risks of using online banking in a way that an average person can understand. The Bank should exercise its duty of due care as a prudent manager to maintain the correctness and security of website information. The Bank shall also be on the lookout for forged webpages to prevent losses to the Applicant's rights and interests.

(iii) Services

The Bank shall specify the services it provides in these Terms and Conditions. If it displays related information on the online banking website, it should ensure the accuracy of information provided. The Bank's obligations to the Applicant should be no less than those stated on the website.

(iv) Internet connection

The Bank and the Applicant agree to transmit and receive electronic documents over the Internet.

The Bank and the Applicant shall establish service agreements with their respective Internet service providers to secure their own rights and obligations; both parties shall bear their own expenses incurred for accessing the Internet.

(v) Receiving and responding to electronic documents

Upon receiving digital signatures or any electronic document agreed upon by the Bank and the Applicant as proper means of identification, the Bank shall prompt for the Applicant's confirmation by displaying key information from electronic documents related to the specific transaction on the webpage, and then immediately proceed with the verification and execution. The results of the verification and execution shall be notified to the Applicant in the method agreed between both parties.

In circumstances where the Bank or the Applicant is unable to determine the identity or the contents of electronic documents sent by the other party, the electronic document shall be considered as never having been sent in the first place. However, where it is possible for the Bank to ascertain the Applicant's identity, the Bank shall notify the Applicant of the fact that the message contents were unidentifiable using methods agreed upon by both parties.

(vi) Non-execution of electronic documents

The Bank may refuse to execute an incoming electronic document if it meets any one of the following descriptions:

1. Where the Bank has reasonable doubt as to the authenticity of the electronic document or the correctness of the instructions;
2. Where the Bank might be at risk of violating laws or regulations should it choose to process the electronic document;
3. Where for reasons that are attributable to the Applicant, the Bank is unable to debit from the Applicant's account for the amount payable.

Should the Bank choose to forgo execution of electronic documents due to the above reasons, the Bank shall provide the Applicant with reasons for the non-execution and describe its situation using methods agreed upon by both parties. The Applicant may verify with the Bank through such agreed methods after being notified.

(vii) Timeframe for electronic document exchanges

All electronic documents are automatically processed by the Bank's computer. The Applicant cannot recall an electronic document once the correctness of its content has been confirmed by the Applicant according to the method described in Paragraph 1, Article (5). However, the Applicant can recall or amend scheduled transactions that are yet to fall due, subject to the deadlines specified by the Bank.

If the electronic document reaches the Bank's system through the Internet after business hours (9 a.m. to 3:30 p.m.), the Bank shall notify the Applicant via electronic document that the transaction shall be postponed to the following business day or handled using other agreed methods.

(viii) Fees

The Applicant shall pay service fees, handling fees, and postage according to the standard rates agreed from the date in which services under these Terms and Conditions are used, and authorizes the Bank to collect all fees and charges from the Applicant's account at its sole discretion. The Bank may not collect any charges it has not advised the Applicant of.

Any subsequent change to the standard rates mentioned above must be published on the Bank's website in a clear, visible manner, and content shall be notified to the Applicant by methods agreed upon by both parties (referred to as "Notice" below). If the adjustment described in Paragraph 2 results in a higher rate, the Bank shall provide the Applicant with the option to agree or disagree with the higher rate over its webpage. If the Applicant does not express its agreement before the effective date of adjustment, the Bank may temporarily suspend part or all of the online banking services offered to the Applicant on the date the adjustment takes effect. If the Applicant agrees to the rate adjustment after the effective date, the Bank shall immediately restore the Applicant's access to all relevant online banking services in accordance with the Agreement.

The Bank shall issue the abovementioned announcements and notices at least 60 days prior to the effective date of the adjustment, which should not be earlier than the beginning of the year following the announcements/notices.

(ix) Applicant's installation of software/hardware and associated risks

The Applicant shall, at its sole discretion, install all the computer software, hardware, and security-related equipment required to access the services offered under these Terms and Conditions. The Applicant shall bear all costs and risks associated with the installation. Where the software, hardware and documents in Paragraph 1 are provided by the Bank, the Bank agrees only to use by the Applicant within the scope of the services, and such software, hardware and documents shall not be transferred, loaned, or in any other way given to a third party. The Bank should also describe on its website and in the packaging of the provided software/hardware the minimum system requirements for running the services, as well as risks associated with the software/hardware provided.

The Bank may request the Applicant to return the supplied equipment mentioned above upon termination of the Agreement, but only if it has been separately arranged under special terms and conditions.

(x) Applicant's connection and responsibility

Where **special terms and conditions exist between the Bank and the Applicant, connection may commence only after the necessary tests are completed.**

The Applicant is responsible for safekeeping any username, password, certificate and other identification tools provided by the Bank.

The Bank's computer system will automatically suspend the Applicant's access to services under these Terms and Conditions after the Applicant has made four failed attempts at entering any of the above passwords. To restore access, the Applicant shall be required to complete related procedures in accordance with the agreement.

(xi) Transaction verification

For every trading instruction processed, the Bank shall notify the Applicant of the outcome using electronic document or other methods agreed upon by both parties. The Applicant should verify whether the outcome contains any errors. Any inconsistencies must be reported to the Bank using methods agreed upon by both parties within 45 days after the transaction is completed; the Bank shall then conduct the necessary investigations.

The Bank shall compile a statement of transactions conducted in the previous month, and deliver it to the Applicant on a monthly basis using methods agreed upon by both parties (no statements shall be delivered for months where no transactions take place). The Applicant should verify all items listed in the transaction statement, and report any errors found using methods agreed upon by both parties within 45 days after receiving the statement; the Bank shall then conduct the necessary investigations.

Upon receiving the notice from the Applicant, the Bank shall immediately start an investigation, and report the situation or result of the investigation to the Applicant in writing within thirty days of the arrival of the notice at the Bank.

(xii) Responding to errors in electronic documents

When using the services under these Terms and Conditions, if the Applicant encounters any errors in the electronic document for reasons that are not attributable to the Applicant, the Bank shall assist the Applicant in rectifying the error and offer other assistance as deemed necessary.

If errors in the service above are attributable to the Bank, the Bank shall rectify immediately upon being informed, and notify the Applicant of such errors using electronic documents or other agreed methods.

In the event that the Applicant uses services under these Terms and Conditions, and electronic documents contain any errors for reasons attributable to the Applicant, e.g., the Applicant transfers funds into the wrong account or in a wrong amount, such as by entering an incorrect bank code, account number, or amount, the Bank shall provide the following assistance immediately upon being notified by the Applicant:

1. Provide details and information related to the transaction to the extent permissible by law.
2. Notify the receiving bank for assistance.
3. Report the results.

(xiii) Legal authorization and responsibilities associated with electronic documents

The Bank and the Applicant shall ensure that all electronic documents transmitted to the other party are legally authorized.

Should the Bank or the Applicant discover any misuse or theft of username, password, certificates, private key, or any unauthorized conducts by a third party, the Bank or the Applicant shall immediately notify the other party through the method agreed to suspend the use of service and take the necessary precautions.

The Bank shall be responsible for the outcome of the third party's use of the service before the notice is received. This however

excludes any of the following circumstances:

1. The Bank is able to prove that the misuse is due to the Applicant's intentional or negligent act.
2. More than 45 days have elapsed since the Bank notified transaction information for verification or statements through the method agreed upon by both parties. However, for special circumstances (e.g., long-distance travel, hospitalization, etc.) where the Applicant is unreachable for notification, the 45-day period begins from the day the special circumstances end, unless the delay in notification is caused by an intentional or negligent act of the Bank.

The Bank shall bear the costs of investigation into the misuse and theft described in Paragraph 2.

(xiv) IT system security

The Bank and the Applicant must ensure the security of their own IT systems, and protect records and personal data from intrusion, illegal access, theft, alteration, or destruction.

Where there is a dispute over whether the protective measures of Bank's IT system have been breached or its loopholes have been exploited by a third party, the Bank is responsible for providing evidence proving that such incidents did not occur.

The Bank is liable for compensation towards the Applicant for any damages ensuing from third-party intrusion into its IT system.

(xv) Obligation of confidentiality

Unless otherwise regulated by law, the Bank must ensure that electronic documents exchanged with the Applicant and any information obtained while offering the services under these Terms and Conditions are not disclosed to any third party; nor can these be used for purposes unrelated to these Terms and Conditions. If the owner of the information has given consent to disclose such information to a third party, the third party must be made to comply with this obligation of confidentiality.

A third party's failure to comply with the confidentiality requirements is considered a violation of their personal obligation.

(xvi) Damage compensation

The Bank and the Applicant agree that any delays, omissions, or errors in transmitting or receiving electronic documents according to these Terms and Conditions, which are attributable to either party and give rise to the damage of the other party, shall be compensated by the party whom the cause is attributable to.

(xvii) Record retention

Both the Bank and the Applicant shall retain all electronic documents that contain trading instructions. Both parties shall also ensure the authenticity and integrity of the retained records.

The Bank shall exercise its duty of care as a prudent manager in maintaining the aforementioned records.

The records shall be retained for at least five years, or for any longer durations stipulated by law.

(xviii) Efficacy of electronic documents

The Bank and the Applicant agree to use electronic documents as a means of expression. All electronic documents exchanged according to these Terms and Conditions are equivalent to documents issued in writing. This excludes any circumstance where laws have regulated otherwise.

(xix) Termination of these Terms and Conditions by the Applicant

The Applicant may terminate these Terms and Conditions at any time, provided that the termination request is made in person, in writing, or in any methods agreed upon by both parties.

(xx) Termination of these Terms and Conditions by the Bank

The Bank shall notify the Applicant in writing at least thirty days prior to the termination of the Agreement.

However, in any of the following circumstances, the Bank may terminate this Agreement at any time in writing or in any method agreed upon by both parties:

1. **The Applicant assigns the rights or obligations of this Agreement to a third party without the Bank's consent.**
2. **The Applicant declares bankruptcy according to the Bankruptcy Act, or undergoes debt rehabilitation or liquidation according to the Statute for Consumer Debt Reform.**
3. **The Applicant violates Articles 13 to 15 of these Terms and Conditions.**
4. **The Applicant is in violation of other provisions of these Terms and Conditions, and has failed to rectify or fulfill obligations within the timeframe specified by the Bank.**

(xxi) Amendments to these Terms and Conditions

When there are changes (additions or deletions) made to these Terms and Conditions, the Bank shall notify the Applicant of such changes through methods agreed upon by both parties. If no objection is raised by the Applicant within seven days after the notification, the changes are considered accepted by the Applicant. For the following changes, however, the Bank shall notify the Applicant in writing or through methods agreed upon by both parties at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes and comparisons of the original and revised terms in a clear manner, informing the Applicant of its right to object before the changes take effect. If no objection is raised by the Applicant before the effective date, the changes (additions or deletions) are considered accepted by the Applicant. The Applicant shall also be informed that if there is any objection to the changes, the Applicant should inform the Bank to terminate the Agreement during the abovementioned period:

1. Changes in the method of notifying the other party in cases of theft or misuse of username, password, certificates, private key, or any unauthorized conduct.
2. Other matters stipulated by the competent authority.

(xxii) Miscellaneous

1. **Once the Applicant's service application is registered and initiated on the computer, except where applications must be**

- filed for each account of authorized individuals or where the Bank has other regulations, the service shall be applicable to existing accounts and accounts opened after the service application at the Bank.** Where an account is settled and closed in the future, it shall be automatically deleted by the Bank.
2. Where the Applicant intends to change its email address, the Applicant shall fill out an application form, or the Applicant may connect to the Bank's online banking service for the application.
3. The Applicant's application for fund transfer service shall become effective once it is registered and initiated in the computer. In the event of the settlement and closure of the designated deposit account or the transfer of the account in the future, the Bank shall automatically terminate the use of the fund transfer service in the account.
- (xxiii) **Before the Applicant commences the use of the service**, it shall personally change the password assigned by the Bank (including the login password, code, and SSL certificate; same hereunder) **to its own password** (the password rules shall be based on the webpage description), and complete related settings within the prescribed time. The Applicant shall also protect the confidentiality of the password. Any dispute caused by the leak of the password shall be borne solely by the Applicant and the Bank shall not be held accountable.
- (xxiv) **Where the Applicant wishes to terminate the connection to the Bank's online banking (including mobile banking), it shall fill out the Bank's application form, and the termination shall become effective after it is registered in the Bank's computer.**
- (xxv) Where the Applicant **applies to cancel** the connection to the Bank's online banking (including mobile banking) and the application is registered and effected in the Bank's computer, the Bank shall cancel all arrangements for outward transfer/credit accounts made through online banking (including mobile banking), and **cancel all scheduled account transfers made through online banking (including mobile banking) that have not reached the actual transaction date before the termination.**
- (xxvi) Where the Applicant is unable to connect because **the password is forgotten or entered incorrectly** for four consecutive times, **it may fill out the Bank's application form and apply for a new password from the Bank.** It may also use the Bank's customer service center and verify the Applicant's identity online before resetting the number of password errors. It may also use the IC ATM card to complete related reset procedures online and restore connection for use. The Applicant also understands that resets performed with the IC ATM card and entry of the ID number or registration number shall be equally valid as over-the-counter operations.
- (xxvii) If the Applicant has not logged in to the online banking services for a certain period, as specified in the Bank's latest announcement, the Applicant agrees that the Bank may temporarily suspend the Applicant's access to iBank and the mobile banking app. If the Applicant wishes to resume use of the services, it shall complete the relevant application procedures at the Bank.
- (xxviii) **The service fees, network connection fees, certificates, and related fees for related physical OTP equipment required for this service shall be borne solely by the Applicant.**
- (xxix) If the transmitted data is erroneous due to the Bank's errors in inward transfers before the transmission or other factors which cause the account data to be incorrect, the Applicant agrees that the Bank shall use the recorded amount or settled amount in the computer main file. However, if the Applicant can prove that there are errors in the aforementioned records or settled amounts, the Bank shall correct the errors.
- (xxx) **The contents and related regulations for the service (including agreed items) shall be based on the announcements and actual service items provided by the Bank. Where changes (including additions and deletions) are made after the Applicant's application, the Bank may publish such changes through announcements on the Bank's website or the Bank's domestic business units. Regardless of whether the Applicant has received the information, the Bank shall not be required to issue written notifications to the Applicant. Unless otherwise stipulated by the Bank, the Applicant shall not be required to apply in order to use contents of this service after changes. Once the Applicant uses the service items, the Applicant shall be deemed as having agreed to the changed service items announced by the Bank.**
- (xxxi) After the Applicant applies for the *designated credit account online service*, it can use online banking to perform inward transfers into the account in accordance with the designated outward transfer and credit accounts within a specific amount. It can also cancel the credit account designated over the counter or online through the online banking service. After applying for *the waiver of required agreement for transfers between accounts of the same ID in the Bank*, the Applicant shall not be required to specify the outward or credit accounts, and it may use online banking to conduct NTD transfers and Gold Passbook transfers between accounts with the same ID registered at the Bank.
- (xxxii) After the Applicant applies for the *non-designated account transfer service*, it shall not be required to designate an outward transfer and credit account in order to perform NTD non-designated account transfers and payment transactions within a specific amount through the online banking service. The Applicant may also terminate such service directly via online banking.
- (xxxiii) When applying for various *transaction service functions*, the Applicant may shall apply for the designated outward transfer and credit accounts based on restrictions for different transaction services and fund transfer amounts before it may execute scheduled fund transfer transactions (however, NTD funds may be transferred into non-designated accounts through the *one-touch (device binding) service*, *physical OTP transaction services* and *certificate transaction services* within specific amounts). However, the designated credit account must be reviewed and approved to become effective (inward transfers into the Applicant's designated account at the Bank can be used immediately; for designated transfer into the account of another individual or an account in another bank, if the application is reviewed and approved on the day of the application, it may only be used two calendar days after the date of application. If the application is reviewed and approved two calendar days after the date of application, it can be used immediately on the day it becomes effective) before funds can be transferred into the

account.

- (xxxiv) *SSL (Secure Socket Layer)*: SSL refers to a type of online data security transaction protocol used to ensure the security of transaction data transmission between the Applicant's browser and the Bank's server. Data is encrypted for protection during transmission to protect the integrity of the data and identity verification between the parties for connection.

When applying for *SSL transaction service*, the Applicant shall be **required to designate a credit account before fund transfer**. The transfers shall be conducted in units of NTD 10,000. The **Applicant shall set** the maximum amount of cumulative SSL fund transfers each day from the outward transfer amount. However, the limit shall not exceed the maximum amount prescribed by the Bank.

- (xxxv) *OTP (One Time Password)*: OTP refers to a transaction security control mechanism that uses one-time passwords. The Applicant is required to use the necessary password generated by the physical OTP device provided by the Bank. The contents of the passwords are different for each transaction, and can only be used once. The OTP is used to improve transaction security.

- (xxxvi) **When applying for the *certificate transaction service*, the Applicant can only execute fund transfers to non-designated accounts after the application is effective upon review and approval by the Bank. The Applicant agrees to abide by related regulations for the hardware equipment driver program (including instructions) and certificate identity verification information provided by the Bank, and shall install and use the items independently. The Bank shall not be liable for damage caused to the Applicant due to inappropriate use or operations of the software. The Applicant shall use the certificate to apply for the password within the prescribed time. After obtaining the transaction certificate issued by the certification center, the Applicant shall use its digital signature as verification for the transaction before it can proceed with various fund transfer, tax payment, or fee payment operations (however, the *certificate transaction service* is not provided for transactions conducted with m-bank). The Applicant agrees to apply for the transaction certificate in accordance with the certification center's terms and conditions for verifying the certificate, and pay related fees in accordance with the certificate application and certificate renewal fee standards announced by the center. The Applicant also authorizes the Bank to collect all fees and charges from the Applicant's deposit account at its sole discretion. The certificate applied to by the Applicant shall be restricted for use within the agreed scope as well as the scope announced by the Bank or the website of the certificate issuance institution. In addition, the Applicant may not use the certificate for other purposes.**

- (xxxvii) *One-touch (device binding) service*: The one-touch service refers to the interactive security verification system. The Applicant obtains a verification code via the mobile app, i-Bank, eATM, or over the counter. The Applicant can complete binding of the device for the Bank's mobile app (verification codes obtained via i-Bank, eATM or over the counter can only be used for device binding of the i-Bank app), and select one-touch (device binding) service as the method of verification in transactions that provide this service. The system shall send the transaction message to the mobile device agreed and bound by the Applicant and the Bank. The Applicant can click on the message to confirm the transaction data and complete the transaction.

- (xxxviii) Where the certificate (password), verification code, or hardware equipment used for the Applicant's *certificate transaction service*, *physical OTP transaction service*, or *one-touch (device binding) service* is obtained by, leaked to, or stolen by others, the Applicant shall immediately complete related procedures for cancellation with the Bank. However, the Applicant shall be solely responsible for any losses derived from unauthorized use due to the Applicant's failure to complete cancellation procedures.

- (xxxix) **The certificate usage period for the *certificate transaction service* is one year. If the Applicant is willing to continue the use, the Applicant shall purchase the certificate and perform online extension on the Bank's i-Bank platform one month prior to the expiry of the service.**

- (xl) The Applicant shall enter the transaction password when using various *transaction service functions*. It shall be responsible for verifying that the password is correctly entered on the computer in order to use the services in the Agreement. **If the Applicant loses the hardware equipment, forgets the password, or enters the wrong password for a specified number of times, thereby preventing operations, it shall complete related applications at the Bank before it may continue to use the service.**

- (xli) **Invalidity of the *certificate transaction service* and rectification methods:**

1. **Where the transaction certificate is terminated, the Applicant is required to apply for the certificate again at the Bank.**
2. **Where the transaction certificate is expired, the Applicant is required to complete the certificate extension procedures online within the certificate extension period.**
3. **Where the transaction certificate is expired and exceeded the certificate extension period, the Applicant is required to complete application procedures at the Bank.**
4. **Where data of the transaction certificate is damaged, or lost; where the extension is unsuccessful; where the hardware device password is lost; or where the number of erroneous entries exceeds the maximum number of times, the Applicant is required to complete application procedures at the Bank.**

- (xlii) Where the Applicant plans to cancel the *certificate transaction service* or the *physical OTP transaction service*, it shall fill out the Bank's application form to complete the cancellation procedures. The cancellation shall become effective after it is registered in the Bank's computer. To restore access, the Applicant shall complete the application procedure again.

- (xliii) If the Applicant uses its IC ATM card and the IC card reader for the transaction, the transaction shall be performed in accordance with the designated/non-designated account fund transfer functions and designated credit account of the IC ATM card the Applicant previously applied for.

- (xliv) After the Applicant's payment deduction instruction is verified, the Bank shall deduct the payment from the designated debit account in accordance with the payment deduction instructions instantaneously. **The maximum single transfer limit and daily cumulative transfer limit shall be processed in accordance with the Bank's regulations.**

- (xiv) Where the Applicant applies for this service, the expenditures shall be registered without a passbook. The expenditures shall retain equal validity as those processed with the presentation of the passbook and the completion of the withdrawal slip with the registered seal. **No changes shall be permitted after the completion of each transfer transaction.** In addition, the Applicant may pay taxes and other fees for individuals not limited to the Applicant itself. The Applicant shall be solely responsible for any errors in payment.
- (xlv) After the Applicant applies for this service, the computer shall automatically suspend online fund transfer operations in the event of a failure of the Bank's IT system. Where the Applicant uses the passbook and registered seal to apply for withdrawal over the counter, it agrees that the Bank may make payments based on the balance on the account on the previous day plus or minus the amount paid or collected on the same day, and then deduct the estimated range of the maximum fund transfer and withdrawal limit via automatic service equipment provided by the Bank. The Applicant may not object, and may not request to immediately terminate the Agreement and withdraw funds. Where the Applicant requests a withdrawal within the range of the balance on the account on the previous day plus or minus the amount paid or collected on the same day, the Applicant may specify on the withdrawal slip "The withdrawal amount is within the range of the balance in my account. I shall be liable for unconditional repayment for any excessive withdrawal, and I shall pay interest accruing at the Bank's base rate (loan interest rate) plus a per annum interest rate of 5%." The Applicant shall personally sign the certificate and apply its registered seal for the withdrawal.
- (xlvii) **The fund transfer service fees shall be paid in accordance with the related regulations for rates specified by the Bank and Financial Information Service Co., Ltd. The Applicant authorizes the Bank to deduct such payments from the designated deposit account on its behalf.**
- (xlviii) **The funds deposited via inward transfer in the NTD online transfer transactions conducted by the Applicant at the time of the Bank's settlement cut-off time can only be withdrawn or transferred by the Applicant through the use of the automatic service equipment provided by the Bank. If the fund is transferred and deposited into the checking deposit account or provided for payment for securities, unless otherwise specified, the funds cannot be used for payment for negotiable instruments or securities on the same day, as it would exceed the Bank's settlement cut-off time.**
- (xlix) The Applicant shall be responsible for the verification and confirmation of the transaction statements when applying or changing the designated account and executing online fund transfers. Losses caused by errors in the designated account or online transfer transaction statements shall be borne solely by the Applicant. The Bank shall not be responsible for rectifications or requesting repayment. However, the Bank may provide necessary assistance.
 - (i) When the Applicant uses this service, the Bank shall deduct payments in accordance with the Applicant's instructions. Where the Applicant disputes the fund transfer or taxation, or where it conducts repeated fund transfers or erroneous transfers by mistake, the Applicant shall be solely responsible for resolving such issues and the Bank shall not be held accountable. However, the Bank may provide necessary assistance.
 - (ii) When scheduling transfers online, the Applicant agrees that **if the scheduled transfer date is not a business day, the scheduled transfer date shall still be the actual transaction date.** Where the balance of the outward transfer account on the actual transaction date is not sufficient for payment; where the cumulative transfer amount exceeds the limit specified in Article 42 or the number of times the passbook is not updated exceeds the limit specified in Article 42, the scheduled transfer shall be automatically canceled by the Bank's computer. If multiple scheduled fund transfers are scheduled for the actual transaction date, the Bank shall complete the transfers based on the time the transfers were scheduled, and transactions that can be fully paid. The Bank shall also calculate the cumulative limits.
 - (iii) To cancel a transfer scheduled online, the Applicant agrees that it shall complete the procedure on the day preceding the actual transaction date at the latest for such cancellation to take effect. To cancel automatic deposit in comprehensive accounts and apply for the cancellation of renewal upon maturity, conversion of deposits, or other transactions, the Applicant agrees that it must complete the procedure on the day preceding the actual transaction date at the latest for such cancellation to take effect.
 - (liii) After the Applicant schedules a fund transfer via the Internet, if the account used for the scheduled fund transfer is switched, terminated, or canceled before the actual transaction date, the Applicant agrees that the fund transfer transaction shall be automatically canceled by the Bank's computer.
 - (liv) Upon application for the *various transaction service functions*, the Applicant who holds a foreign currency account with the Bank may conduct foreign currency deposit exchanges and foreign currency transfers between the Applicant's own accounts. Where a designated debit account has been applied for and registered, the Applicant may conduct transactions for the purchase of foreign currency cash. For interbank or cross-border foreign currency transfers, the Applicant shall separately submit an application form to complete the required designation procedures.
 - (lv) After the Applicant opens a Gold Passbook account and applies for the *SSL transaction service, physical OTP transaction service, or certificate transaction service*, it can use online banking for individual subscriptions/sellbacks/fund transfers/regular investments and changing the terms. However, if the Applicant uses online banking (including mobile banking) for transferring gold, it shall specify the Gold Passbook online banking outward transfer and credit accounts in advance or apply for the *waiver of required agreement for transfers between accounts of the same ID in the Bank*.
 - (lvi) The Applicant shall use online banking (including mobile banking) for individual subscriptions, sellbacks, regular investments, and fund transfers with the Gold Passbook. The Bank shall deduct the payment and service fees from the Applicant's Gold Passbook designated deposit account.
 - (lvii) The daily cumulative limit for the subscriptions, sellbacks, regular investments, and fund transfers with the Gold Passbook via

online banking (including mobile banking) shall be restricted to 10kg (exclusive) or 300 ounces (exclusive), and shall be calculated separately for the Gold Passbook account, transaction type (subscriptions, sellbacks, and transfers) and the unit (gram or ounce).

- (lviii) Where the Applicant applies for Gold Passbook online transactions, it shall abide by the *Gold Passbook Account Terms and Conditions* signed with the Bank and related laws and regulations.
- (lix) Financial Fast Identity (Fast-ID) Authentication : After the Applicant obtains a verification code via ATM or eATM, and completes registration on iLEO app, the Applicant can use it for identification in relevant transactions.
- (lx) The Applicant shall carefully review and adhere to all relevant rules, restrictions, and explanatory notes set forth on each transaction page. Any loss arising from the Applicant's failure to read, understand, or duly note the foregoing provisions shall, except where liability may not be waived pursuant to applicable laws, be borne solely by the Applicant, and the Applicant shall have no right to assert any claim against the Bank.
- (lxi) Where the Applicant violates any provision in this Agreement or uses the service in any inappropriate way, damages the services, etc., the Bank may restrict or terminate the Applicant's use of this service. Where the rights or interest of the Bank or the entity that granted authorization are damaged, the Applicant shall also be responsible for compensation.

iv. Special Terms and Conditions for ATM Card

- (i) The ATM card provided by the Bank to the Applicant is an *IC ATM card* with functions including deposit, withdrawal, transfer, tax (fee) payment, password change, and balance inquiries. The Applicant may also choose international fund withdrawal (restricted to ATM cards with credit card or debit functions), prepayments for consumption, payment deduction, and other functions provided by the Bank. The expenditure of foreign currency withdrawal may be deducted from the NTD demand (savings) deposit account or the foreign currency deposit account (for AMA Integrated Management Account and iLEO account only). All other expenditures shall be withdrawn from the NTD demand (savings) deposit account.

Prepayments for consumption refer to the service with which the Applicant can purchase, exchange, and store value to transfer funds or points into the IC on the ATM card and use the ATM card for consumption at specific institutions.

Payment deduction refers to the service where the Applicant gives the Bank the consent to collect immediate payment from the Applicant's NTD demand (savings) deposit account for goods or services acquired or for other transactions made with a physical or virtual designated merchant, and credit the amount into the acquirers' or designated merchants' account, using the IC ATM card issued by the Bank and the password specified by the Applicant. Payment deduction may include purchase debit (fixed and floating rates), reversals, refunds, advanced authorization and authorization.

An acquirer refers to a financial institution that a designated merchant partners with to accept purchase payment from the Applicant.

A designated merchant refers to a provider of goods, services or other transactions that has prior arrangement with an acquirer to accept purchase payment from holders of an IC ATM card.

- (ii) The Applicant must proceed to the original application unit in person with an ID and the original specimen seal to collect the ATM card and password slip, and complete activation procedures.

If the Applicant fails to collect the IC ATM card within one month after the application date, the Bank may void the ATM card and the password slip at its discretion.

If the Applicant applies to use pre-made ATM cards (including password slips), the ATM card and password slip will be immediately available for collection and activation after the Applicant has completed the account opening procedure and signed this agreement.

After the Applicant collects the ATM card, it shall set its own password at the Bank's ATM. If the Applicant wishes to change its password, it may use the ATM or other equipment to make password changes. There are no restrictions on the maximum number of changes.

- (iii) If the Applicant deposits cash into an account not linked to the inserted ATM card, the limit is NTD 30,000 per transaction and per day. If the Applicant deposits cash into an account linked to the inserted ATM card, the limit is NTD 100,000 per transaction and NTD 500,000 per day. This daily limit includes deposits into other accounts, interbank deposits, and deposits without card. The transactions above are consolidated based on the depositor's national ID number or business registration number, subject to an aggregated daily deposit limit of NTD 3 million.

However, if the Applicant makes deposits without a card into any demand deposit account in the Bank, the deposit shall be limited to NTD 30,000 per day. In addition, daily cash deposits (including deposits with cards and deposits over the counter) shall be subject to a limit of NTD 500,000 (inclusive).

- (iv) Limits on the Applicant's use of ATM card transactions

1. When the Applicant withdraws cash at the Bank's ATMs, the maximum amount for each withdrawal is the equivalent of NTD 30,000. When the Applicant withdraws funds from ATMs of financial institutions with interbank connection within the financial information system (hereinafter referred to as interbank), the maximum amount for each withdrawal is the equivalent of NTD 20,000, and the maximum daily withdrawal amount is the equivalent of NTD 100,000.

2. When the Applicant transfers funds with a designated account, the maximum amount for inward transfers into an account at the Bank through the use of the Bank's ATM shall be limited to NTD 3 million. When using the Bank's ATMs or interbank ATMs for interbank transfers into the account, the maximum amount shall be NTD 2 million and the maximum daily limit shall be NTD 3 million.

3. When the Applicant transfers funds with a non-designated account, the maximum amount for outward transfers into an

account at the Bank through the use of the Bank's online ATM shall be limited to NTD 30,000. When using interbank ATMs or other ATMs of the Bank for outward transfers, the maximum amount shall be NTD 30,000 and the maximum daily limit shall be NTD 30,000.

4. The maximum amount of fund transfers to the Applicant's designated accounts and non-designated accounts is restricted to NTD 3 million per day.

5. The transaction amount is not subject to the daily transfer limit of NTD 30,000 for non-designated accounts if the Applicant uses bill payment or public utility bills, or payment items collected by the Bank or other banks. When using the Bank's ATMs or interbank ATMs for interbank transfers into the account, the maximum amount shall be NTD 2 million and the maximum daily limit shall be NTD 3 million. The maximum amount of bill payment and fund transfers to the Applicant's designated accounts is restricted to NTD 3 million per day.

6. The Applicant's tax payment transactions are not subject to daily maximum limit.

- (v) The amounts specified in the preceding paragraph are subject to change by the Bank according to actual requirements. In addition to regulations promulgated by the competent authority, the Bank shall announce the changes in a prominent manner at business locations and on the Bank's website 60 days prior to the changes.
- (vi) If the Applicant uses an ATM card and password for transactions at an ATM or other equipment of the Bank or financial institutions with interbank connection within the financial information system, the transactions shall have equal validity as the transactions conducted with the passbook and registered seal.
- (vii) After the Applicant collects the Bank's ATM card, it shall comply with all of the Bank's related regulations for the Bank's ATM card and pay all related fees.

(viii) The Applicant is subject to the following ATM card transaction or handling fees:

1. Transaction handling fees

(1) Domestic interbank withdrawals for NTD: NTD 5 per instance.

(2) Domestic interbank transfers for NTD: NTD 15 per instance.

Starting from April 1, 2019, the service fees of personal accounts can be waived once for an account transfer below NTD 500 (inclusive) for each account every day, and each additional transfer will be charged NTD 10. Each account transfer of NTD 501 (inclusive) to 1,000 will be charged NTD 10, and each account transfer of NTD 1,001 and above will be charged NTD 15. This applies to channels of the financial information system, including *physical* ATMs, *online* interbank fund transfer, etc. (i.e., ATMs, eATMs, phone banking, iBank, m-bank, iLEO, and cloud payment), but exclusive of financial EDI, nationwide payment transactions, remittances, finance XML account transfers through online corporate banking, and ACH services.

(3) Domestic interbank withdrawals for foreign currencies: Please refer to "iv-(xv)".

2. Service fees

(1) NTD 50 per instance for unlocking a card.

(2) NTD 100 per instance for applying for or replacing a new card.

The parties agree that the fee shall be deducted directly from the Applicant's account or through other agreed methods upon each transaction.

The fee shall be publicly disclosed in a prominent manner within the Bank's business locations and on its website.

If the Bank fails to prove that the card must be unlocked or replaced for reasons attributable to the Applicant, the service fee specified in Subparagraph 2 of this Paragraph cannot be collected. Where the Applicant suffers damage because the card must be unlocked or replaced, the Bank shall bear responsibilities for compensation. However, this restriction shall not apply if the Bank proves that it is not responsible for the reason that requires the card to be unlocked or replaced.

- (ix) The Applicant is responsible for safekeeping the ATM card, and shall be solely liable for any consequences if it is lent, handed over, or pledged to others.
- (x) Where the Applicant or the Bank terminates the bank card transaction agreement or where the Applicant settles and closes its account, transfers deposits, has the ATM card damaged, or stops the use of the account for other reasons, unless the card still contains prepaid balances which the cardholder may continue using, the Bank shall terminate other functions of the ATM card at its sole discretion.
- (xi) If, when using the ATM card, the Applicant enters the password incorrectly in four consecutive attempts, forgets to retrieve the card after use, uses an ATM card which had been reported lost, or if the ATM card is retained or locked by the ATM for any other reasons, the Applicant must visit the Bank in person, and present an ID and the original specimen seal to perform the following actions, unless otherwise agreed between both parties:
 - 1. If the ATM card is locked, it may unlock the ATM card in one of the Bank's domestic business units.
 - 2. If the ATM card is retained by the machine, the Applicant shall retrieve or replace the ATM card by proceeding to the original account opening branch within 14 business days of the retention. If the Applicant fails to retrieve the card beyond this period, the original account opening branch may cancel the card.
- (xii) The Applicant is responsible for the safekeeping of the ATM card and password, and shall be fully aware that all debit transactions made using the ATM card and password are regarded as having been carried out by the Applicant. In the event of the loss, destruction, or theft of the card, or other cases where the Applicant loses possession of the card, the Applicant shall immediately complete loss report procedures with the Bank in accordance with the agreed methods, such as via telephone (excluding the Bank's phone banking services and customer service hotline), and explain the reasons for the loss report. The

Applicant shall still be required to complete the loss report in writing at the Bank within five business days.

The aforementioned agreed method shall be conducted in a way that is secure and convenient for the Applicant.

Where the card is used fraudulently before the Applicant completes the loss report and the Bank has completed payment, the Bank shall be deemed as having made the payment to the Applicant. However, if the Applicant's password is misused or stolen due to the Bank or other ATM provider's failure to exercise the duty of care as a prudent manager with regard to the IT system, or for other reasons attributable to the Bank or such provider, the Bank shall still be liable for such losses.

The Bank shall not bear any losses caused by fraudulent use of the ATM card under any of the following conditions even if the Applicant has completed the loss report.

1. Where the loss or theft of the card is caused by deliberate or severe negligence of the Applicant, or where the Applicant failed to immediately sign on the card and/or set a password after receiving the card.
 2. Where the Applicant and/or a third party conspire with a designated merchant in fraud or conduct other dishonest actions or are proven to be related parties.
 3. Where the lost or stolen ATM card is used fraudulently by the Applicant's spouse, family member, person living in the same house, employee, agent, direct blood relative, collateral blood relative within the fourth degree of kinship or closer, or relative within the third degree of kinship or closer, except where the Applicant is able to prove that legal actions have been taken against the offender.
 4. Where the Applicant refuses to assist in investigations or take legal actions after the ATM card is found to have been used fraudulently.
 5. Where the fraudulent use occurs at a time of significant social disorder due to natural or man-made disasters.
- (xiii) When using the ATM card for fund transfers, the Applicant shall verify details such as the beneficiary bank code, account number, and the amount to be paid. If the Applicant enters an incorrect receiving bank ID, account number, or amount by mistake and results in the funds being transferred into another individual's account or in the wrong amount, the Bank shall immediately perform the following matters after the Applicant notifies the Bank:
1. Provide details and information relating to the transaction to the extent permissible by law.
 2. Request assistance from the receiving bank.
 3. Report the results.
- (xiv) Interbank transaction accounting cut-off time: The accounting cut-off time shall be 3:30 p.m. from Monday to Friday. Transactions conducted after the accounting cut-off time and those conducted on non-business days shall be processed as accounts on the following business day. Whether a transaction request is initiated within or after the cut-off time depends on the time at which the bank receives the file or information.
- (xv) Where the Applicant is an individual with ATM card, the Applicant may use the ATM card to withdraw cash in foreign currencies. When the expenditure is deducted from a NTD demand (savings) deposit account, the foreign currencies shall be converted to NTD based on the Bank's announced foreign currency cash selling price at the time of the transaction. When the expenditure is deducted from a foreign currency deposit account, there will be the transaction fee calculated by the difference between the sell-side spot exchange rate and cash exchange rate quoted by the Bank and counted in foreign currency with the minimum fee of the equivalent of NTD100.
- (xvi) When using the ATM card for foreign currency transactions, the Applicant authorizes the Bank to serve as the settlement agent within the boundaries of the Republic of China (Taiwan), whose duty involves settling foreign currency transactions according to Central Bank policies and the terms agreed between the Applicant and the Bank.
- (xvii) After the Applicant uses the ATM card, it shall quickly review the transaction results and records and it agrees that the transaction records registered by the Bank shall prevail. However, this shall not apply if the records are proven as erroneous.
- (xviii) When the Bank adds new financial services for ATMs or ATM cards, transactions conducted by the Applicant with the password and ATM card shall have equal validity as transactions conducted by filling out application forms for related businesses over the counter.
- (xix) The Applicant's use of the ATMs or other terminal equipment of the financial information system shall be restricted to the services provided by the system, machine, or equipment, and it shall abide by all related regulations of the system. The Applicant agrees that the Bank may, at its sole discretion, deduct payable expenses derived from such usage from the Applicant's NTD demand deposit account (or demand savings deposit account).
- (xx) Where the ATM or other terminal equipment cannot be operated due to a power shortage, failure of the computer system, or other reasons, the Bank or a third party in collaboration with the Bank may temporarily suspend the Applicant's use of the ATM card. In such cases, the Applicant may not claim its right to use the ATM card against the Bank or any other third party.
- (xxi) Where the ATM cannot be operated and the Bank's computer system has not failed, the Applicant may, within the business hours of the Bank's counter, present its ATM card, fill out a fund withdrawal slip at the original account opening unit, and apply its signature for NTD withdrawals without a passbook and account transfer operations in accordance with the Bank's related regulations.
- The Applicant's fund withdrawals, transfers and deposits conducted via the aforesaid method shall have equal validity as the application of its passbook seal registered at the Bank on the fund withdrawal slip.
- (xxii) The ATM card account used for ATM card fund transfer is a debit account, and the credit account is restricted to the deposit account specified by the Bank or other financial institutions. The transferred amount shall be denominated in units of NTD and each funds can only be transferred into one account each time.

- (xxiii) The maximum amount of fund transfers with an ATM card by the Applicant shall be determined by the Bank in accordance with whether the Applicant has designated a credit account. After the Applicant designates a credit account be effective and a fund transfer amount exceeds the maximum amount specified by the Bank for a credit account that has not been designated, the Bank shall verify the credit account and pay the amount. Where the account transfer amount is lower than the maximum amount specified by the Bank, even if the credit account is not designated, the Bank shall not verify the account transaction, and shall complete the fund transfer to the account number entered by the Applicant.
- (xxiv) The Applicant's use of electronic banking services of the Bank or other banks in the financial information system or other foreign banks shall be restricted to the services and business hours accepted by the Bank's electronic banking services.
- (xxv) Advance payments shall be deducted from the Applicant's account upon transfer, and interest shall not be calculated for the amount. The Applicant may not claim the refund of balance that has not been used, or report loss.
- (xxvi) The Applicant may apply to the Bank to terminate the use of the ATM card and terminate the Agreement any time. However, such termination shall be performed in accordance with the written notices agreed by the parties, and where the Applicant has outstanding purchase debits or other derived debts, it shall remain liable for full repayment.
- In the event of one of the following activities listed below, the Bank may terminate or suspend ATM card services at any time:
1. The ATM card has been counterfeited, remade, or used for illegal actions such as money laundering, fraud, etc.
 2. The Applicant's account is listed as "temporarily suspended" or designated as a *watch-listed account* or *derivative watch-listed account* in accordance with the law.
 3. The Applicant has violated laws, compromised the Bank's interests, or is found to have been involved in other illegal activities.
- (xxvii) The Applicant may not reproduce or alter the ATM card in anyway.
- (xxviii) The Applicant shall resolve any dispute with a designated merchant arising from purchase payment transactions (e.g., disputes regarding the price, quantity, and quality of services or products, or returns), and the Applicant may not use such disputes as excuses to request the Bank to return the payments or use the transactions between the Applicant and designated merchants for disputes against the Bank.**
- The Applicant may ask the Bank for clarification regarding any doubts about the purchase amounts paid; in which case the Bank shall provide transaction records to assist in the verification.**
- (xxix) Where the Applicant questions the ATM card transaction amount, it shall request the Bank to review the transaction within two months of the transaction. Where it questions the procedures implemented by the Bank after the review, it shall file a complaint to Financial Information Service Co., Ltd. within three months of the transaction date. After the three-month period, the Bank's records shall be deemed as correct, and the Applicant may not file objections or request the refund of deducted payments for any reason.**
- (xxx) Where the Applicant is a company, business, institution, association, organization, or a natural person who have not yet reached the age of majority, it may not use cards for cash withdrawal abroad.**
- Where the Applicant uses the ATM card in a foreign country, it shall abide by the Bank's regulations, regulations of international organizations, and regulations regarding withdrawal made with ATM cards at local ATMs.**
- (xxxi) Where the Applicant's ATM card is detained by the machine when it is used in a foreign country, it shall present its passport to the local financial institution that operates the ATM, provide a signature, and retrieve the card after verification; or retrieve the transaction certificate and complete related procedures at the Bank's domestic operation units after the incident within the period specified by the international organization.
- When the Applicant makes a withdrawal in the local currency in a foreign country, the amount shall first be converted into USD based on the exchange rate announced by the settlement center of the international organization. The Applicant agrees that the organization shall collect a service fee based on a certain percentage (the service fee shall be adjusted based on adjustments of the organization), and the Bank shall convert the amount into NTD based on the exchange rate established by the Bank and collect a service fee which shall be deducted from the NTD demand deposit account (or demand savings deposit account).
- (xxxii) Where the Applicant conducts a purchase payment transaction with designated merchants using the ATM card and enters the designated password, it shall be deemed as having used the purchase payment service to complete the transaction. If the Applicant terminates the use of the ATM card purchase debit function, the termination will only become effective after applying with the Bank to cancel the purchase debit function of the ATM card. The Applicant is advised to retain transaction slips or electronic messages for verification on purchase debits, refunds and cancellations made using the ATM card.**
- (xxxiii) The Applicant's use of the ATM card for purchase debit shall be restricted to a maximum amount of NTD 100,000 per payment/day.** Where the maximum amount is changed due to changes in related regulations, the Bank may publish the changes prominently on the Bank's website or business locations.
- The Bank has no obligation to collect payment if the Applicant's designated purchase debit account has insufficient balance to pay for the purchase, if the purchase exceeds the above-mentioned maximum amount, or if the amount is seized or subject to enforcement by a court.
- (xxxiv) The Bank has the obligation to process the Applicant's IC ATM card purchase debit transactions and account matters with the due care of a good administrator.
- Regarding the disclosure of information of the Applicant's purchase debit account, the Bank must provide to the applicant all transaction records in the form of passbook entries or other agreed methods to facilitate verification by the Applicant.
- (xxxv) The Applicant agrees that the Bank may outsource to third parties IC ATM card purchase debit operations and any other activities relevant to the Agreement, in manners that are compliant with the regulations of the competent authority. All third

parties above must comply with regulations and maintain confidentiality when processing or using the Applicant's personal data on computers.

(xxxvi) Where the Applicant is a company, business, institution, association, or organization, the use and custody of the ATM card and any conducts arising therefrom shall be treated as actions of the Applicant. The Applicant shall recognize all actions without objection. Other matters shall be processed in accordance with other provisions of the Agreement.

(xxxvii) **Where the Applicant uses the ATM card for withdrawal, fund transfer, foreign exchange, tax payments, fee payments, purchase debits, financial account information inquiries, and other interbank business services, it agrees that the Bank, the respective counterparty, Joint Credit Information Center, Financial Information Service Co., Ltd., and any institutions incorporated under the approval of the Financial Supervisory Commission or the agricultural financing authority may collect, process, transmit across borders, and make use of the Applicant's personal data to the extent permitted by law and deemed necessary to carry out the abovementioned services. The Bank shall not reveal the Applicant's information to any third party other than the institutions mentioned above without the Applicant's permission or mandate of relevant regulations.**

(xxxviii) **In accordance with Article 69 of the Public Servants Retirement Compensation Law, Article 69 of the Governing Retirement, Severance, and Bereavement Compensation for the Teaching and Other Staff Members of Public Schools, Article 11 of the Government Staff Retirement Compensation Regulations, Article 51 of the Military Service for Officers and Non-commissioned Officers of the Armed Forces, and Article 29 of the Indemnities ACT for Military Personnel. The "Retirement and Special Account" opened can only be used to deposit retirement pensions, comfort payments, pensions and severance payments and other retirement benefits guaranteed by laws and regulations. If subsequent use of the ATM card for purchase debit, account link (payments or top-ups), return (refund), balance withdrawals, or use the account to participate in Financial Information Service Co., Ltd. or financial institutions, etc.... The cash feedback generated by the promotion or lottery held by the account cannot be deposited (transferred) into the account.**

v. Special Terms and Conditions for Debit Card

(i) Terminology

1.Cardholder

Refers to a customer whom the Bank has approved, and has been issued a debit card.

2.Debit card

Refers to a card that can be used as a regular ATM card in accordance with the ATM Card Agreement as well as for debits with designated merchants that display VISA stickers. The debit amount shall be earmarked in the designated account of the debit card, and the earmarked amount shall be deducted from the account after the merchant requests payment. Before the merchant requests payment, interest shall be calculated for all earmarked amounts in the cardholder's account based on the specified interest rate. If the merchant has not requested payment within thirty-one calendar days after the payment is earmarked, the Bank's system shall automatically remove the earmark for the debit. However, if the merchant requests payment after thirty-one calendar days, the Bank shall still be required to directly deduct the payment from the debit account designated by the cardholder if the debit was made by the cardholder. **The debit card specified in these Terms and Conditions includes VISA ATM cards and Debit EasyCards.**

3.Acquirer

Refers to a financial institution that has been authorized by a *credit card* organization to process purchase payments for designated merchants, and to pay for the cardholder's debits in advance when merchants request payment.

4.Designated merchant

Refers to a retailer that has signed an agreement with the acquirer and accepts debit card transactions in accordance with the agreement.

5.Daily and single debit limit

The default daily debit limit is NTD 50,000. The default single debit limit is NTD 20,000 (calculated separately from the ATM card transaction amount and the EasyCard autoloan amount). However, if the Applicant needs to adjust the daily and single debit limit, the applicant can apply for the adjustment through the Bank's 24-hour customer service hotline (02)2181-1111 or iLEO APP. The debit amount may not exceed the available balance in the cardholder's designated deposit account. However, the cardholder shall be responsible for the repayment of debit amounts that exceed the *daily and single debit limit* and the *balance in the deposit account designated for deduction*.

6.Debit date

Refers to the date on which the designated merchant requests payment from the Bank through the acquirer, upon which the Bank deducts the payment from the cardholder's deposit account designated for deduction.

7.Settlement date

Refers to the date the Bank or its authorized agent converts the cardholder's overseas purchases into NTD at the rate specified by the *credit card* organization. Where exchange rate variation causes the settled amount payable in NTD to be inconsistent with the earmarked amount, the settled payable amount in NTD shall prevail.

(ii) Application

Application object:

1. The Bank's general demand (savings) deposit account: The natural person who have reached the age of majority (including foreign nationals) may apply for this card.
2. The Bank's digital comprehensive demand deposit:

- (1) Personal applicants: The natural person is limited to natives over 15 years of age may apply for this card and **cardholders who have not yet reached the age of majority may not use the card for debit or fund withdrawal in a foreign country.**
- (2) Non-personal applicants: Applications for a non-personal account is wholly-owned business, registered by the Business Registration Act of ROC. A responsible person of a sole proprietorship is limited to natives the age of majority, and can apply for the card that cannot use the multinational cash withdrawal function.

The Applicant is required to provide basic personal data, financial information, and other types of information truthfully in the application form, and support them with authentic and correct documentation or evidence when requested by the Bank. The Applicant agrees that the Bank may verify the authenticity of the documents with related authorities.

In addition, the Applicant shall open a deposit account in accordance with the Bank's regulations and procedures, and designate the account as the account for direct deduction by the debit card. Cardholders should notify the Bank immediately of any changes in their information (e.g. contact address, telephone number, e-mail address, occupation, etc.) and may update their information through the Bank's business units, customer service centers, iBank, m-bank, iLEO APP, and so on.

(iii) Collection, use, computer processing and cross-border transmission of personal data

2. **The Bank may collect, process, use and transmit internationally personal data of a debit card applicant or cardholder and the records of his or her dealing with financial institutions only for purposes in connection with debit card application or contract performance, unless the relevant regulations provide otherwise.**
3. **To the extent of serving the specific purposes mentioned in the preceding paragraph, the debit card applicant or cardholder agree that the bank may furnish his or her personal data and the records of his or her dealing with the bank (collectively referred to as "personal data") to financial institutions that have dealings with the cardholder, as well as National Credit Card Center of the R.O.C. ("NCCC"), Financial Information Service Co., Ltd. ("FISC"), international credit card organizations and Joint Credit Information Center ("JCIC").**
4. **Persons commissioned by the bank in compliance with relevant laws and regulations to handle the Bank's affairs and third parties agreed by the debit card applicant or cardholder as provided in the preceding paragraph may, to the extent permitted by relevant laws and regulations, collect, process, use and transmit internationally personal data at any time. However when the personal information of a debit card applicant or cardholder furnished by the Bank to any of abovementioned institutions contains error or changes, the Bank shall proactively make correction or provide supplemental information in a timely manner and ask the aforementioned institution to do the same and notify the debit card applicant or cardholder of the same.**
5. **Where a person commissioned by the Bank in compliance with relevant laws and regulations to handle the Bank's affairs violates the provisions of the PDPA that results in personal data being illegally collected, processed or used or the other rights of the debit card applicant or cardholder being infringed upon, the debit card applicant or cardholder may seek damages from both the Bank and the person commissioned by the Bank in compliance with relevant laws and regulations to handle the Bank's affairs in accordance with the Civil Code, the PDPA or other relevant regulations.**
6. **When the information provided by a debit card applicant or cardholder to the Bank is stolen, disclosed, altered or infringed in other manners by an institution or person other than the Bank, the Bank shall promptly notify the debit card applicant or cardholder by appropriate means. In addition, when the debit card applicant or cardholder asks the Bank to provide the flow of relevant information, the Bank shall promptly provide the name list of institutions or persons concerned.**

(iv) Basic obligations of the parties in the Agreement

1. The Bank shall process settlement of debts for the cardholder's debit card transactions with the duty of care of a prudent manager, and shall provide, directly or through acquirers, designated merchants with clear instructions as to whether to approve the cardholder's debit card transactions.
2. The cardholder's debit card is the property of the Bank and the cardholder is required to keep and use with good care. The Bank only authorizes the cardholder to use the debit card for debit functions within its effective period. The card cannot be transferred, lent, provided as collateral, or transferred to the custody or delivered to the use of a third party via any other methods.
3. The cardholder shall not conspire with a third party or a designated merchant to create fictitious transactions or commit fraud, or use debits via the debit card in exchange for cash or any gains.
4. The Bank reserves the right to authorize, limit, or reject the cardholder's use of the debit card if the debit involves highly liquid assets or any high-risk merchants identified by National Credit Card Center, or if the transaction is suspected as fictitious or fraudulent due to its unusual items, or the time and location at which it takes place.
5. The cardholder shall be liable for repayment of accounts payable derived from violations of Subparagraph 2 to Subparagraph 4.
6. The Bank has the duty to ensure the truthfulness of its advertisements, and shall bear obligations to the cardholder in no lesser scope than that advertised. However, unless specifically explained otherwise, any *credit card*-related campaigns, services or agreements offered by the Bank shall be exclusive to *credit card* holders only, and not applicable to debit card holders.
7. The cardholder shall maintain secrecy and refrain from revealing to any third party the password or other means of identification used on ATMs.

(v) Contract review period

The Applicant may terminate this agreement at the Bank, using the method described in Article (18), at any time within 7 days

after receiving the debit card, without having to state any reasons or bear any charges. However, this shall not apply once the newly issued card has been used.

(vi) General transactions

Upon receiving the debit card, the cardholder must sign immediately at the back, as to reduce the chances of misuse by a third party.

When using the debit card for a transaction, the cardholder will be presented a sales slip after swiping the card. The cardholder shall verify details thereon before signing. The cardholder should retain a copy of the sales slip for future reference.

In situations where the designated merchant has agreed to return goods, cancel transactions, terminate services, switch purchased items or alter the price of transaction made with the debit card, the cardholder shall obtain a return slip from the merchant and sign after confirming all details. The cardholder should retain a copy of the return slip for future reference. However, where agreed between the cardholder and the designated merchant, the merchant may provide its signature, and certificates or other evidence may be used instead.

Merchants may reject the cardholder's debit card transactions under the following circumstances:

1. The debit card appears to be forged, altered, or is damaged, broken, punctured, or the signature is unrecognizable/altered.
2. The debit card has expired or is reported lost according to Article (13), or these Terms and Conditions have been terminated.
3. The Bank has suspended the cardholder's right to use of the debit card.
4. The cardholder's signature on the sales slip is different to the signature shown at the back of the debit card, or it is proven that the debit card is not being used by the cardholder the Bank has approved.
5. The current transaction exceeds the Bank's cumulative daily and single debit limit or the debit amount exceeds the available balance in the cardholder's deposit account designated for deduction. However, exceptions shall be given in situations where the Bank has specially authorized the designated merchant to accept use of the cardholder's debit card.

The merchant may refuse to return the debit card to the cardholder in the event of conditions specified in Subparagraph 1, Subparagraph 2, or Subparagraph 4 of the preceding paragraph. If the cardholder's use of the debit card is rejected by a designated merchant based on matters other than those specified in Subparagraph 4, or if the use of the debit card incurs additional fees for products or services, the cardholder may file a complaint to the Bank, and the Bank shall inform the cardholder of the progress after it verifies or requests the acquirer to verify. The Bank shall be liable for compensation for any losses caused to the cardholder if the designated merchant's decisions above are found to have been the result of the Bank's deliberate actions or severe negligence.

(vii) Special transactions

1. Use of the debit card is only permitted for general purchase debits in stores connected to the Bank's server, and it does not provide other non-general purchase debits such as payment in installments, funds, and public utilities.
2. If by customary practice or the special nature of the transaction that debit card is used to pay for purchasing a product, receiving a service, or pay expenses by mail order, phone order, fax, or on Internet, mobile device, automatic vending machine or using other similar methods, the Bank may use password, phone confirmation, signature on delivery slip, postal certificate, or other ways that could verify the identity of the customer to confirm the cardholder's expression of intent in lieu of a charge slip or cardholder's signature in person.
3. For *gas station self-service filling* in automated equipment transactions or other special authorized transactions, the Bank may earmark a fixed amount (currently set as NTD1,800 each time) in the available balance of the cardholder's *designated deduction account* and deduct the actual purchase amount after the designated merchant or acquirer requests payment from the Bank (i.e., deduction date). The categories of the aforementioned special transactions shall be publicly disclosed on the Bank's website.
4. For transactions that the cardholder is required to settle by signature, if the domestic transaction amount is less than NTD 3,000 or if the foreign transaction amount is a signature-free transaction stipulated by the credit card organization, the designated merchant can settle the transaction by signature-free payment.

(viii) Transaction disputed payment processing procedures

Where the cardholder has questions regarding the purchase statements, such as cases where no such transaction exists or where the payment is repeated, it may inquire information from the Bank immediately and apply for the resolution of the disputed payment request. For details, please consult the Bank's 24-hour customer service hotline (02)2181-1111.

The cardholder shall resolve any disputes with the designated merchant regarding the quality, volume or amount of goods or services delivered, and cannot use them as excuses to have the Bank return the paid proceeds.

If the cardholder's use of the debit card meets the following special conditions specified in the credit card organization's operating regulations, such as cases where the pre-ordered product is not delivered, inconsistencies in the delivered quantity, or failure to provided pre-ordered services, the cardholder shall first seek resolution with the merchant. Where the dispute cannot be resolved, the cardholder shall, within 30 days of the mailing date of the debit statements of the current period, provide related certifying documents requested by the Bank, and request the Bank to process the transaction in accordance with the payment dispute processing procedures specified in Article (10).

(ix) Debit statements

If the cardholder has conducted debit payments, the Bank will send you a debit statement each month. If the cardholder has not notified the Bank of any change in the correspondence address or other means of contact as stated in the application form, the Bank shall use the cardholder's last known mailing address or the address specified in the application form for future delivery.

Once the Bank has sent business documents or required notifications to the cardholder's last known mailing address or the address specified on the application form, they shall be deemed as duly legally served received after the regular time of delivery has elapsed.

(x) **Account dispute processing procedures**

- 1.If the cardholder has doubts regarding a transaction, it may specify the reasons and submit a notice to the Bank along with the evidential documents requested by the Bank (e.g., sales slips or return slips), request the Bank to retrieve sales slips or refund slips from the acquirer, or request the Bank to claim payment deduction from the acquirer or designated merchant for the transaction in accordance with the operating regulations of the credit card organization.
- 2.If the cardholder fails to notify the Bank in accordance with the preceding paragraph, the transactions shall be deemed as correct, and the cardholder may not issue other claims or refuse payment.
- 3.Where the Bank claims payment deduction from the acquirer or merchant in accordance with the second half of Paragraph 1, and the Bank later proves that the transaction is not erroneous or cannot be deducted for reasons un attributable to the Bank, if the Bank is temporarily returned to the cardholder, the Bank shall, where appropriate, deduct the payment from the cardholder's *designated deduction account*. If there is any shortfall, the cardholder shall remain liable for repayment, which shall be processed in accordance with Paragraph 2 and Paragraph 3, Article (11).
- 4.The cardholder is required to pay the Bank a processing fee for retrieving sales slips or return slips from the Bank or the acquirer. The processing fee is NTD 100 for each sales slip.

(xi) **Payment**

The cardholder agrees that when the card is used for debit, the Bank may earmark an amount equivalent to the purchase from the available balance in the cardholder's *designated deduction account* (the cardholder will not be able to withdraw the earmarked amount), and pay this sum to the merchant or the acquirer when the payment request is made to the Bank (i.e., the deduction date). However, if the designated merchant or the acquirer does not request payment from the Bank within thirty-one calendar days after the debit date, the Bank shall remove the respective earmark.

If the cardholder's *designated deduction account* has insufficient balance to meet a payment on the deduction date, the Bank may refuse to deduct balance for that transaction. In such case, the cardholder shall deposit the shortfall into the *designated deduction account* as quickly as possible.

In the above situation, the Bank may collect the available balance in the cardholder's *designated deduction account* on a daily basis starting from the deduction date until such time when all payable debits and other expenses are fully repaid. As a principle, overdrafts are not permitted for debit transactions. However, if the Applicant has applied for overdraft functions, the Bank has the right to request payment from the overdraft limit if there is insufficient balance in the designated deduction account when the merchant requests payment.

(xii) **Authorization for foreign currency settlement**

All debit card transactions shall be settled in NTD. If the currency with which transactions (including refunds) are conducted is not New Taiwan dollars or if the transactions are made abroad in New Taiwan dollars, or if the transactions are done in Taiwan in New Taiwan dollars but are settled internationally, or if the transaction or a refund is made on foreign websites or at foreign contracted merchants, the card issuer is authorized to directly convert the amount to New Taiwan dollars or the agreed foreign currency according to the foreign exchange settlement date exchange rate specified in the agreement by international credit card organizations, plus the processing fee payable by the card issuer to the international organization and the foreign transaction fee calculated at 0.5% of the transaction amount by the card issuer.

Where the cardholder uses the PLUS international withdrawal functions, it shall pay the Bank NTD 75 per transaction and 1.55% of the withdrawal amount for each withdrawal as service fee. Where the cardholder uses the IC ATM card international withdrawal functions provided by Financial Information Service Co. Ltd., it shall pay the Bank NTD 100 per transaction as service fee for withdrawals in Hong Kong and Macau. The cardholder authorizes the Bank to act as the settlement agent within the borders of the Republic of China (Taiwan) for the purpose of settling debit card transactions conducted overseas. However, where the foreign currency settlement amount payable by the cardholder exceeds the legal limit, the cardholder shall pay for the excess amount in the foreign currency. Where exchange rate variation causes the settled amount payable in NTD to be inconsistent with the earmarked amount, the settled payable amount in NTD shall prevail.

(xiii) **Theft, misplacement or loss of the card**

In the event of the misplacement, theft, robbery, or loss of the cardholder's debit ATM card, or where the card is in the custody of a third party other than the cardholder (hereinafter referred to as loss or theft), the cardholder shall notify the Bank as soon as possible by using the telephone or any other agreed methods, to process the loss report and usage suspension procedures. Where the Bank deems it necessary, the Bank may, within ten days after receiving the loss report, ask the cardholder to file a report at the local police department no later than three days after receiving the notice, or to provide a supplementary notice to the Bank in written format.

The Bank shall bear any losses caused by fraudulent use of the card after the cardholder completes the procedures for the loss report. In the following circumstances, however, the cardholder will still be responsible for losses caused by misuse even after the card has been reported lost:

- 1.The cardholder has permitted the misuse of card by a third party or has intentionally given the debit card to another user.
- 2.The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.
- 3.The cardholder intentionally or negligently reveals its password or other means of identification used for transactions with

ATMs to a third party.

The cardholder shall pay a maximum of NTD 3,000 in deductibles for losses incurred for each card before the card is reported lost. However, the cardholder does not need to pay for such deductibles under one of the following conditions:

1. The misuse of the debit card had occurred in the 24 hours before the card was reported lost.
2. The impostor's signature on the sales slip is distinguishable from that of the cardholder by naked eye, or failure to identify the fake signature in accordance with the duty of care as a prudent manager.

If the Bank is able to prove that it has exercised the duty of care as a prudent manager, while the cardholder satisfies any of the provisos set forth in Paragraph 2 of this Article and meets any of the following descriptions, the cardholder's share of loss shall not be subject to the above limits:

1. The cardholder was aware that the debit card had been lost or stolen but did not take the initiative to inform the Bank immediately, or whereupon the cardholder failed to inform the Bank for more than 20 days after the first misuse of the debit card.
2. The cardholder violated Paragraph 1, Article (6) of the Agreement by failing to sign at the back of the debit card, which led to misuse by a third party.
3. After the debit card is reported lost, the cardholder failed to provide required documents, refused to assist in the investigation when requested by the Bank, or carried out other actions that violated the principle of good faith.

(xiv) Card re-issuance, replacement, and renewal upon expiry

The Bank may issue a replacement card based on the cardholder's application in the event that the cardholder reports the loss or theft of the debit card in accordance with Article (13), or if the card has been rendered unusable due to smudges, demagnetization, scratches or other reasons. The re-issuance service fee shall be the same as the fee for regular ATM cards. If these Terms and Conditions are not terminated in accordance with Article (18) upon the expiry of the effective period of the debit card, the Bank shall issue a new card for use by the cardholder. However, the Bank may, for concerns such as risks, security, the cardholder's financial capability, credibility, spending and repayment history, etc., discontinue to re-issue new debit cards for the cardholder if the Applicant agrees to the termination or suspension of debit functions or where the functions become unusable for any reason. However, after effective period has expired, the debit card's ATM function is still active, while the cardholder can no longer use debit function or fund withdrawal abroad. The cardholder agrees to accept and perform its obligations in the provisions regarding regular ATM cards in the Deposit Account Opening Master Agreement. Where the cardholder does not intend to renew the debit card before the expiry of the effective period, it shall notify the Bank to terminate these Terms and Conditions in advance before expiry of the effective period, or notify the Bank to terminate these Terms and Conditions in accordance with the method described in Article (18) at any time within seven days after receiving the debit card without having to state any reasons or bear any charges. However, this shall not apply once the newly issued card has been used.

(xv) Offset and discharge

In the event that the Bank claims rights to regard all deposits as due according to Article (18), the Bank may take all deposits and debt entitlements the cardholder has over the Bank to settle any debts that the cardholder owes to the Bank. As defined by the bank, this offset shall be effected from the time the accounting entries are made by the Bank. The cardholder's passbook, certificates of deposit and other debt entitlement certificates shall no longer serve as valid proof of possession where offset applies. If the amount of property does not cover all debts the cardholder owes to the Bank, then the discharge shall proceed according to the priorities outlined in Articles 321 to 323 of the Civil Code. However, the Bank may specify a priority that supersedes Article 323 of the Civil Code if it works in the cardholder's favor.

(xvi) Amendment to these Terms and Conditions

The Bank shall notify the cardholder of any future changes (additions or deletions) made to these Terms and Conditions in writing, using any methods permitted by law, or other methods agreed by the Bank. The cardholder will be deemed to have accepted the change if no objection is raised within seven days. For the following changes, however, the Bank shall notify the cardholder in writing or by electronically (including but not limited to e-mail, SMS, internet, QR CODE, APP and voice message, etc.) at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes and comparisons of the original and revised terms in a clear manner, informing the cardholder of its right to object before the changes take effect. If no objection is raised by the cardholder before the effective date, the changes (additions or deletions) shall be considered accepted by the cardholder. The cardholder also needs to be informed that if there is an objection, it may cut the debit card and mail it back via registered mail to notify the Bank to terminate the Agreement. 1. Increases in service charges and expenses of any kind to be borne by the cardholder. 2. Methods through which the cardholder may report loss, theft or damage of debit card to the Bank. 3. The cardholder's rights and obligations if another party used debit card without authorization. 4. Debit card transaction querying procedures. 5. Other matters stipulated by the competent authority.

(xvii) Restrictions on the use of the debit card

1. The Bank may reduce the cardholder's daily spending limit or temporarily (permanently) suspend the use of the cardholder's debit card without prior notice if the cardholder exhibits any one of the following:
 - (1) The cardholder's violation of Paragraph 2, Article (2) and Paragraphs 2, 3 or 4, Article (4).
 - (2) The cardholder maintains insufficient balance in the *designated deduction account* to pay for purchases for two consecutive months from the deduction date.
 - (3) The cardholder resolves to settle debt obligations according to the Bankruptcy Act, or has declared bankruptcy, undergone

- restructuring, been blacklisted by Taiwan Clearing House, ceased operations or undergone liquidation.
- (4) The corporate entity or non-profit organization in which the cardholder serves as a legal representative, representative or manager has been blacklisted by Taiwan Clearing House.
 - (5) The cardholder is sentenced for criminal offense or has main properties seized by court.
 - (6) Where the cardholder uses the debit card for inappropriate purposes or the Bank suspects the cardholder's account to be used for inappropriate purposes, the Bank may suspend or terminate the use of the debit card at any time, and recover and void the debit ATM card.
 - (7) Any account or credit card held under the cardholder's name that the Bank has proactively discovered or that has been reported by judicial police agencies or other financial institutions to have been suspected of being involved in fraud crimes as defined in the "Fraud Crime Prevention Act".
2. The Bank may reduce the cardholder's daily spending limit or temporarily (permanently) suspend the right of use of the cardholder's debit card with prior notice if the cardholder exhibits any one of the following:
- (1) The cardholder violates Paragraph 3, Article (2) and the Bank is unable to establish contact using the contact address and telephone number provided at the time of application, or the cardholder's occupation or job is changed and such change is sufficient for reducing the estimate of the cardholder's credit.
 - (2) The cardholder maintains insufficient balance in the *designated deduction account* to pay for purchases consecutively for one month from the deduction date.
 - (3) The cardholder violates the agreement in Paragraph 5, Article (1) and attempts to use the debit card for transactions in excess of the *daily spending limit* or balance in the *designated deduction account*.
 - (4) The cardholder has checks returned due to insufficient deposit balance; or the corporate entity or non-profit organization in which the cardholder is the legal representative, representative or manager has checks returned due to insufficient deposit balance.
 - (5) The cardholder's rights for using a *credit card* or the cardholder's *ATM card, debit card, or fund transfer card* agreement is terminated by another card issuer.
 - (6) The cardholder is subjected to enforcement, provisional seizure, provisional disposition or other debt-securing measures.
 - (7) The cardholder is sued for other debt-related disputes, or is investigated or prosecuted for criminal offense.
 - (8) The cardholder fails to repay any debt owed to any financial institution or card issuer (including head office and branches) on time, exhibits delays in repaying principals or interests on debts owed to other creditors, or is shown as having bad credit by the Joint Credit Information Center and National Credit Card Center.
 - (9) The cardholder fails to fulfill guarantee obligations in accordance with agreements.
3. To protect the security of the cardholder's transactions, if the cardholder engages in consumption activities involving high-risk industries or easily convertible goods that are prone to counterfeiting, fraud, or money laundering, or makes purchases at stores operated/served by the cardholder, or at overseas investment and trading platforms or foreign exchange platforms not approved by the competent authority, or at designated stores listed by the National Credit Card Center of R.O.C. (NCCC), or if there are other abnormal circumstances such as the time, place, item, frequency, or amount of the transaction (including those that are obviously unreasonable to the cardholder's identity, occupation, or income, or risk notifications received from international organizations or other card issuers), and the Bank reasonably suspects that there are fraudulent transactions, conspiracy to commit fraud, counterfeit transactions, money exchange, obtaining improper benefits, or other obviously unreasonable circumstances, the Bank reserves the right to authorize or refuse the cardholder's use of the debit card for the aforementioned transactions.
4. The Bank may reinstate cardholder's daily purchase debit limit or its use of the debit card when the situations described in Paragraphs 1 and 2 no longer apply, if the Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.
- (xviii) Loss of rights before expiry and termination of the Agreement
- The cardholder may cut the debit card and deliver it back to the Bank via registered mail to notify the Bank to terminate these Terms and Conditions at any time. The Bank may terminate these Terms and Conditions by notifying the cardholder in writing or using any other agreed methods, should the cardholder exhibit any of the conditions described in Paragraphs 1 or 2 of the preceding Article, or when the debit card is due to expire. Once the cardholder's *designated deduction account* agreement is terminated, these Terms and Conditions shall also be voided at the same time. The cardholder may no longer use the debit card once these Terms and Conditions are terminated (even if the card is not due to expire).
- (xix) Business outsourcing
- The cardholder agrees that when necessary, the Bank may authorize an appropriate third party (or member institutions of various credit card organizations) to cooperate when the Bank processes transaction account receipt and payment, computer processing or other ancillary business related to these Terms and Conditions. The cardholder agrees that if the name or organization of the Bank or a third-party partner is changed, these Terms and Conditions shall remain effective. The cardholder shall not be required to sign other documents and shall continue to abide by regulations of these Terms and Conditions.
- (xx) Where the cardholder is requested to enter a password before a debit can be made, and the shop is not a credit card designated merchant but a designated merchant using the ATM card, the purchase shall not be provided with preferential treatment, cashback reward, or waiver of interbank withdrawal service fee provided for the debit card, and shall only be entitled to the ATM card designated merchants preferential treatment.

- (xxi) The debit card of the Bank is an ATM card without embossed details. If the designated merchant uses manual pressing on the embossed details for the card transaction, it will be impossible to process the transaction because the card number cannot be printed.
- (xxii) Governing laws
These Terms and Conditions shall be governed by the laws of the Republic of China. The constitution, effects and methods of debt relationships under these Terms and Conditions shall be governed by the laws of the Republic of China.
- (xxiii) Governing court
For any litigations arising from these Terms and Conditions, except for courts with jurisdiction assigned by laws, the cardholder agrees to designate Taiwan Taipei District Court as the court of first instance. However, this does not supersede Article 47 of the Consumer Protection Act or paragraph 2 of Article 28, Article 436-9 of the Code of Civil Procedure regarding litigations involving small claims and their jurisdictions.
- (xxiv) Miscellaneous
Matters that are not addressed in these Terms and Conditions or attachments shall be negotiated and determined by both parties.

vi. Special Terms and Conditions for Debit EasyCard

The cardholder hereby applies to the Bank for a Debit EasyCard with debit card and EasyCard functions, and shall abide by the Special Terms and Conditions for Debit Card in the use of the Debit EasyCard as well as the following provisions:

- (i) Terminology
 1. Debit EasyCard: Refers to an IC card issued by the Bank in collaboration with *EasyCard Corporation* that incorporates functionalities of a debit card and an EasyCard. The EasyCard is registered under the cardholder's name, which allows the cardholder to stop services and claim refunds if the card is lost. To enable services, the cardholder must agree to provide personal data to Easycard Corporation.
 2. EasyCard: Refers to a stored-value card that Easycard Corporation has issued under the name "Easycard". Easycard holders may store monetary values and use them to pay for transportation, parking and other services or goods within the boundaries permitted by law. The *EasyCard* functionality attached to a Debit EasyCard is equivalent to the ordinary card type. Any new card types issued on a later date shall be subject to the latest announcements made by Easycard Corporation and the Bank in their websites.
 3. Autoload: Refers to an arrangement between the cardholder and the Bank that, when using EasyCard functions of a Debit EasyCard, a specific amount is automatically collected from the cardholder's account associated with the Debit EasyCard and added into EasyCard balance by using connected equipment (including AVMs and terminal equipment for small purchases; **Ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide autoload services**; please refer to the website of Easycard Corporation for announcements regarding the latest applicable scope) whenever the stored value falls below NTD 100 or is insufficient to make the current purchase. Validity of autoload is the same as that of any other deduction or transaction made by using a debit card.
 4. Balance transfer: Refers to the transfer of *EasyCard* balance within the Debit EasyCard into the deduction account designated by the cardholder. If the EasyCard balance is negative, however, the cardholder shall agree to treat this negative balance as a deduction, and have it collected from the designated account. The balance transfer takes approximately 40 working days to complete.
 5. Associated merchant: Refers to a merchant that has signed a written agreement with Easycard Corporation to accept EasyCard payments for goods and services purchased by consumers and any expenses allowed by the competent authority.
- (ii) Use of EasyCard
 1. Initial use
The EasyCard function of a Debit EasyCard is readily available without activation. A newly issued or reissued or replaced Debit EasyCard has an EasyCard balance of zero. To use the autoload service, the cardholder is required to change the IC ATM card password and activate the autoload function. Autoload cannot be de-activated after it has been activated by the cardholder.
 2. Scope of use
The use of EasyCard is granted by EasyCard Corporation. The cardholder may spend EasyCard balances within the scope outlined in EasyCard Corporation's related terms of service *and Conditions* and announcements. For details, please refer to the website: www.easycard.com.tw
 3. Top-up methods and limits
The Easycard balance can be topped up repeatedly. Card balance is subject to the maximum limit imposed by EasyCard Corporation (the current limit per card is NTD 10,000). The cardholder may top-up Easycard balance using the following methods:
 - (1) Autoload: A Debit EasyCard with autoload function activated will automatically collect a specific amount (NTD 500 or its multiples) from the cardholder's designated deduction account through the connected autoload equipment (including AVMs and terminal equipment for small purchases. **Ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide autoload services**; please refer to the website of Easycard Corporation for the latest announcements regarding the latest applicable scope) whenever the Easycard balance falls below NTD 100 or is insufficient to make the current purchase. The scope and limitations of autoload

services are subject to the law, as well as the latest announcements made by EasyCard Corporation and the Bank in their websites. The Autoload service does not incur service charges.

(2) Other ways to top-up: According to the relevant service terms of the EasyCard Corporation or announced on the EasyCard official site.

4. Card expiry: The EasyCard function has the same expiry as the debit card it is attached to. When the Debit EasyCard expires, both EasyCard and autoload functions will also be terminated.

5. **The EasyCard balance does not accrue interest**, and cardholder rights and interests are protected by EasyCard Corporation through a trust arrangement.

6. Non-transferability of EasyCard balance: When the Debit EasyCard is reissued or replaced due to expiry or damage, the EasyCard balance cannot be carried forward into the new card or any other card. The remaining EasyCard balance can only be refunded back into the cardholder's designated deduction account.

(iii) **Misplacement, theft, damage and loss of the Debit EasyCard**

1. The Debit EasyCard is a property of the Bank. The cardholder has the responsibility to maintain proper custody of the card within the duty of care as a prudent manager, and prevent it from misplacement, theft, fraud, damage or possession by any third party. The cardholder shall also avoid revealing card-related information to others.

2. If the Debit EasyCard is misplaced, stolen or in any way lost (collectively referred to as lost), the cardholder must notify the Bank or its designated agents as soon as possible to process loss report of the Debit EasyCard, and suspend the EasyCard's autoload function. Refer to the Bank's Special Terms and Conditions for Debit Card for details on cardholders' rights and obligations (loss report and share of loss) in the event that the card is lost.

3. In the event of a misuse, losses that have been topped up using the autoload function at any time between 24 hours before the Debit EasyCard is reported lost until 3 hours after the loss is reported will refer to the Bank's Special Terms and Conditions for Debit Card. Misuses of existing EasyCard balance within the first three hours after reporting the loss shall be borne by the cardholder. Within 40 working days after the card is reported lost, the Bank will collect back any amount it has prepaid for autoload top-ups into the misused card from the balance maintained on record by EasyCard Corporation as of three hours after the loss is reported. Any remaining balances will be refunded back into the cardholder's designated deduction account. However, if the record shows a negative balance as of three hours after the loss report, the cardholder shall agree to treat this negative balance as a debit and have it collected by the Bank from the cardholder's designated deduction account, regardless of whether autoload function is active.

(iv) **Reissuing, replacement, renewal upon expiry, and suspension of the Debit EasyCard**

1. If the cardholder loses the Debit EasyCard, the Bank may issue a new card with exactly the same functionality but zero EasyCard balance upon the cardholder's application.

2. The cardholder may apply to issue a replacement card if the Debit EasyCard is rendered unusable due to smudges, demagnetization, scratches, malfunction or damages of any kind. Autoload and EasyCard functions will be de-activated on the old card as a result. In such case, the cardholder shall maintain the card and its chip intact and deliver it back to the Bank's business unit. The new replacement card shall have an EasyCard balance of zero. EasyCard balances of the old card will be credited into the cardholder's designated deduction account within 40 working days after the Bank receives the damaged card. If the EasyCard balance is negative, however, the cardholder shall agree to treat this negative balance as debit and have it collected from the designated account.

3. When the Debit EasyCard expires, the EasyCard function will be rendered unusable, and autoload will also be de-activated at the same time. Except due to occurrence of any event that would terminate the Debit EasyCard agreement, the Bank agrees to issue a new card to the cardholder with an EasyCard balance of zero when the existing Debit EasyCard expires. EasyCard balances of the expired card will be credited into the cardholder's designated deduction account within 40 working days after expiry. If the EasyCard balance is negative, however, the cardholder shall agree to treat this negative balance as debit and have it collected from the designated account.

4. The cardholder shall keep the card intact and deliver it to the Bank's business unit to suspend the use of the card and for *balance transfer* operations. When the Debit EasyCard expires, both EasyCard and autoload functions will also be terminated.

5. If the cardholder fails to return the card to the Bank in accordance with the provisions of this article, the cardholder shall be still liable for purchases and payments including autoload transactions made after balances transfers.

(v) **EasyCard suspension and procedures for processing EasyCard balance**

During the valid period of the Debit EasyCard, the cardholder wants to deactivate the EasyCard function, may request a full refund of the EasyCard balance through one of the following channels:

1. Visit the EasyCard customer service center with the Debit EasyCard and an identity proof, and the EasyCard balance will be refunded in cash, net of processing fees, for the termination. The debit card function shall remain effective.

2. Use an add value machine (AVM) located at any Taipei MRT station, or FamiPort of FamilyMart to return the card. The EasyCard balance will be refunded by the Bank to the cardholder's designated deduction account, while the debit card function shall remain effective.

(vi) **Procedures for transaction records and card balance queries**

1. The cardholder may use the *EasyCard inquiry terminal* or approach offices located at various MRT stations to check the EasyCard balance and the last six transactions. The cardholder may also contact EasyCard Corporation for card-related queries by dialing: 412-8880 (or 02-412-8880 if calling from a mobile phone or Kinmen and Matsu).

2. The Bank must show the date and amount of autoloads for the Debit EasyCard in the cardholder's debit card statements.
 3. Should the cardholder have any inquiries regarding the transaction history or the balance, the cardholder may raise a verification request to the Bank by submitting along with relevant documents within 60 calendar days after the transaction.
- (vii) Reasons for the suspension or termination
- The Bank may suspend or terminate the cardholder's use of EasyCard function and the autoload function shall also be terminated if the cardholder is found to have violated these Terms and Conditions or exhibits any of the following:
1. The cardholder purchases an illegal product, service or conducts an illegal transaction using the Debit EasyCard with an EasyCard associated merchant or at a location specified by the Bank.
 2. The cardholder conspires with a third party or an associated merchant to create fictitious transactions or commit fraud, or exchanges the card for cash, loans or any illegitimate gains in any manner.
 3. The cardholder violates the Bank's Special Terms and Conditions for Debit Card, or the Bank temporarily suspends the cardholder's right to use the debit card, terminates the debit card agreement, or forcibly suspends the card.
- (viii) Procedures for processing payables
- Any processing fees, service fees, and other charges that the cardholder is liable to pay under these Terms and Conditions shall be claimed collectively as debit payables.
- However, when the cardholder applies to the EasyCard Corporation to terminate the contract or written transaction records by himself, shall be collected by EasyCard Corporation either separately from the cardholder or directly from the cardholder's EasyCard balance, the handling fee is handled in accordance with the EasyCard Corporation's relevant service terms.
- (ix) Amendments to the terms and conditions
- All further changes (additions or deletions) to the special clauses shall be effected according to the Bank's Special Terms and Conditions for Debit Card.
- (x) Miscellaneous
- Any other uses of EasyCard functions associated with the Debit EasyCard that are not explained in these Terms and Conditions shall be governed by the related terms of service and Conditions executed between the cardholder and EasyCard Corporation.

XIV. Terms and Conditions for Consolidated Statements

- i. The consolidated statements refer to statements filed in accordance with regulatory requirements or the Bank's internal management requirements **after restoring accounts to the Applicant's registration number**. The statements shall include the checking deposit balance (including NTD and foreign currencies), passbook deposit balance (including NTD and foreign currencies), time deposits (including NTD and foreign currencies), trust account transaction statements (including the subscription/redemption/conversion/dividends of trust products), balance in the trust account, trust management fee details, and payment deduction notices, outward remittance transaction statements for NTD and foreign currencies executed via electronic banking, statements for non-designated nationwide (tax) payments of demand deposit accounts, outstanding derivative products statements, loan balance (including NTD loans and foreign currencies), and other business information between the Applicant and the Bank that the Bank is required to mail (or deliver) to the Applicant.
- ii. Where the consolidated statements are mailed to the mailing address registered by the Applicant or where the Applicant chooses to collect them personally from the Bank's business unit, they shall be referred to as physical consolidated statements; where they are mailed to the email address registered by the Applicant, they shall be referred to as electronic consolidated statements. Where the Applicant chooses to receive the electronic consolidated statements via email, the Applicant agrees that the Bank shall no longer be required to provide mailing services for physical consolidated statements.
- iii. Where the Applicant agrees that the consolidated statements shall be mailed (or delivered) via email, the Bank shall send the electronic consolidated statements in accordance with the agreed method each month.
- iv. The Applicant agrees that regardless of whether it chooses email, postal delivery, or personal pick up as the delivery of consolidated statements, the Bank shall mail (or deliver) regularly in accordance with regulatory requirements, and also mail (or deliver) sampling documents based on requirements in the Bank's internal management operations.
- v. The Applicant agrees to verify the validity of the mailing address and email address registered by the Applicant at the Bank, and notifies the Bank immediately when there is a change. **Starting from January 1, 2022, the Applicant agrees that it applies or change the email address, shall validate the email address with the method provided by the Bank. Where the Applicant did not complete the verification, the Applicant agrees the Bank shall change the delivery of consolidated statements from email to personally pick up.** Where there are losses caused by an error in the mailing address or email address registered by the Applicant at the Bank or where the Applicant delays in notifying the Bank of a change in the mailing address or email address, **or where the Applicant did not complete the verification of the email address**, the losses shall be borne solely by the Applicant and the Bank shall not be affected.
- vi. The Applicant shall promptly verify the consolidated statements mailed (or delivered) by the Bank upon receipt. **Where the Applicant finds an inconsistency, it shall notify the Bank for investigations as quickly as possible. Where the inconsistency is verified by the Bank to be an error of the Bank, the Bank shall rectify the error.**
- vii. The Applicant agrees that the Bank may outsource related operations of the consolidated statements to a third party. Where the Bank delays or is unable to provide services regarding consolidated statements due to force majeure incidents, the Bank shall still be required to mail (or deliver) the consolidated statements after the force majeure incidents end.

XV. Applicant Information Confidentiality System of First Financial Holding Co., Ltd. and Subsidiary Companies

The information confidentiality commitments adopted by First Financial Holding Co., Ltd. and its subsidiary companies (hereinafter referred to as the Group) are in compliance with the Financial Holding Company Act, Guidelines for Cross Marketing Among Subsidiaries of Financial Holding Company, PDPA and other relevant regulations stipulated by the competent authority. The Group is responsible for protecting the confidentiality of the Applicant's information.

i. Methods of collecting information

The Applicant's information owned by the Group shall be provided by the Group's existing customers; or offered by the Applicant through the Bank's personnel, telephone, the Internet, or other methods when participating in the Group's services or activities; or obtained from other legal and public channels.

ii. Methods of information storage and custody

After the Group obtains the Applicant's information, it shall create files in accordance with related operating regulations and store the information in the database. It shall also monitor the access to the Applicant's information in accordance with regulations. Except for the Group's employees who may access the Applicant's information within the scope of their businesses, personnel without official authorization shall not access or use the Applicant's information.

iii. Information security and protection methods

When the Group executes customer data transmission, it shall use digital signature or SSL (Secure Sockets Layer) mechanisms to encrypt data. It shall also set up a firewall to prevent unlawful access by third parties or illegal use by insiders to prevent illegal access or use of the Applicant's information.

iv. Information classification, scope of use, and items

- (i) The Applicant's information refers to the Applicant's following basic information, account information, credit information, investment information, and insurance information. However, the Group may add or delete the classifications and contents of the aforementioned information based on the nature of its business activities. Information is classified as follows:
- (ii) Basic information: Includes the name, date of birth, ID/registration number, telephone number, and address.
- (iii) Account information: Includes the account number or other numbers of similar purposes, credit card numbers, deposit account numbers, transaction account numbers, deposit, loan and transaction details, and financial summary.
- (iv) Credit information: Includes returned check records, annulment records, blacklisting records, and performance of the Applicant's business operations.
- (v) Investment information: Includes the assets invested in or sold, and the amount and timing of thereof.
- (vi) Insurance information: Includes the type of policies purchased, the tenor, the sum insured, payment method, and other related information.

v. Purpose of information usage and counterparties of information disclosure

Where the Applicant's information is shared between the Group and its subsidiary companies for cross marketing, it shall not be collected or used for any purpose outside the usage scope. The Applicant's information that is disclosed, referred, or shared, unless otherwise specified by law and explicitly consented to by the Applicant in a contract or written agreement, shall not contain any information other than names and addresses.

Where the Group commissions a third party to provide related business services and is required to disclose the Applicant's information to the third party (e.g., mailing of tax withholding statements and account statements), a confidentiality agreement must be signed. The Group shall also protect the confidentiality of the Applicant's information and restrict its usage; such information shall not be disclosed to other third parties.

vi. Methods for changing the Applicant's information

Where changes are required for the Applicant's personal data, the Applicant may correct or modify the information through the service channels provided by the Bank (e.g., business units, calls to the customer service center, or electronic banking) at any time. The correction and modification shall be implemented after the Bank confirms the Applicant's identity.

vii. Opt-out choices

The Applicant has the right to use the channels provided by the Bank (e.g., in writing, by telephone, or personally visiting a branch) and request the Bank to remove the Applicant's name from the cross marketing files. The Bank shall suspend the use of the Applicant's information within seven working days.

viii. The subsidiary companies that exchange information for use shall be based on announcements on the Bank's website.

XVI. United States Foreign Account Tax Compliance Act

i. Explanation of the U.S. Foreign Account Tax Compliance Act

- (i) The Bank and overseas branches are required to comply with the U.S. Foreign Account Tax Compliance Act (FATCA), agreements signed with the U.S. Internal Revenue Service (hereinafter referred to as agreements), the Intergovernmental Agreement (IGA) signed by the competent authority of the Republic of China, or adopt related measures to meet related requirements imposed by the U.S. Internal Revenue Service or other competent authorities. The related measures may affect the rights and interest of the Applicant.
- (ii) The Applicant understands that the Bank shall provide the U.S. Internal Revenue Service (IRS) with information regarding the Bank's customers that are U.S. citizens, green card holders, or other resident taxpayers defined by the U.S. tax laws including the name, address, and taxpayer identification number (TIN) of account holders with U.S. nationality as well as information on U.S. holders of controlling rights, accounts, account balance or value, interest, dividends, total income, and the sum of other income from other sources across the world.

1. Where the Applicant is an individual with U.S. citizenship, green card, or resident taxpayer status, or where the Applicant is a company registered in the U.S. or a branch company or office of a U.S. company in Taiwan, the Applicant shall provide Form W-9 (Request for Taxpayer Identification Number and Certification) required by the IRS.
 2. Where the Applicant is an individual without U.S. citizenship, green card, or resident taxpayer status, or where the Applicant is a company that is not registered in the U.S. nor a branch company or office of a U.S. company in Taiwan, the Applicant shall provide related identity certification forms that prove its non-U.S. nationality status (including but not limited to Form W-8, a photocopy of the ID card, a photocopy of the passport, or a certificate of its waiver of U.S. nationality).
 - (iii) The documents provided by the Applicant to the Bank (including without limitation the U.S. IRS tax forms, FATCA identity statement, and related identification certificates) are false, the direct, indirect, or potential losses derived from such falsehood shall be borne solely by the Applicant and the Bank shall bear no responsibility.
 - (iv) This Article does not constitute taxation or legal advice provided by the Bank. If the Applicant has any tax or legal issues, it is advised to consult an accountant or attorney for advice.
- ii. United States Foreign Account Tax Compliance Act Identity Statement
- (i) United States Resident Taxpayer Statement

The Applicant understands and agrees that it is obligated to truthfully inform the Bank of its FATCA identity. If the Applicant is a U.S. resident taxpayer (i.e., the Applicant meets the definitions described below), the Applicant agrees to sign and provide Form W-9 based on requirements of the United States Internal Revenue Service to the Bank to certify the Applicant's FATCA identity.

 1. The Applicant is a U.S. citizen, has permanent residency rights in the U.S. (including but not limited to green card holders), is a resident taxpayer defined by U.S. tax laws, was born in a territory of the U.S. such as American Samoa, Guam, Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands; or
 2. The Applicant does not hold any F, J, M, or Q U.S. visa but meets the following conditions:
 - (1) Stayed for 31 days or more in the borders of the United States (including contiguous United States, overseas territories, and territorial sea) in the current year; and
 - (2) was physically present 183 days and above during the 3 year period that includes the current year and the 2 years immediately before that, counting all the days the individual was present in the current year, 1/3 of the days the individual was present in the year before the current year, and 1/6 of the days the individual was present in the year before last.
 - (ii) The obligations for notification of U.S. FATCA identity and identity change shall be based on the Applicant's obligation to truthfully inform the Bank of its FATCA identity. In the event of any changes in the following matters, the Applicant shall actively notify the Bank within 30 days and provide the changed information and evidential documents to the Bank. If the Applicant fails to perform its obligation for providing notice or does not cooperate in providing *related documents proving the Applicant's FATCA identity*, the Bank shall list the Applicant's account as a *recalcitrant account* in accordance with FATCA, and may deduct thirty percent (30%) of the U.S. income that originates from specific financial product accounts registered under the Applicant that are regulated by FATCA. The Bank may also terminate all contracts, accounts, business relationships, and related services provided to the Applicant in accordance with the agreements.
 1. The Applicant's FATCA identity statement.
 2. U.S. tax or tax declaration forms (including W-9 and W-8BEN/W-8BEN-E) or other FATCA declaration forms signed by the Applicant.
 3. Related documents stating the Applicant's FATCA identity type.
 - (iii) Declaration of FATCA compliant account information
 1. The Applicant has carefully read the personal data usage notice clauses in the Agreement, and understands and agrees that the Bank shall collect, process, use, and use international transmission for declaration information required by FATCA regulations where it is necessary for compliance with FATCA. The information includes but is not limited to the Applicant's name, nationality, passport number, date of birth, communication methods, and the U.S. tax number (it is generally the U.S. social security number (SSN)). The Applicant also understands the period, area, target and method for the use of its personal data by the Bank, the Applicant's rights and methods of exercising such rights, and the impact on the Applicant's rights and interests if the Applicant does not provide such information. If the Applicant delivers personal data of a third party other than the Applicant or if the Applicant is a legal person and delivers personal data of its person-in-charge, directors, supervisors, managers, related personnel, authorized personnel, guarantor, or provider of collateral, the Applicant shall provide the parties of concern of the personal data with the notices of the Agreement and ensure that they are informed and understand the terms.
 2. The Applicant agrees that the Bank may, where necessary, obtain related evidential documents from the Applicant to verify its identity, and it authorizes the Bank to present the original copy of the Applicant's FATCA identity documents and information (including statements) or deliver photocopies of such documents to the withholding agent specified in U.S. tax laws on behalf of the Applicant to verify the Applicant's declared identity.
 3. If the Applicant is required to bear related taxes and fees other than the transaction amount, the Applicant hereby authorizes the Bank to deduct such amounts from all payments or repayments made to the Applicant's deposit account at the Bank for the payment of such taxes and fees without prior notice.
 - (iv) Matters not covered herein shall be processed in accordance with the FATCA, agreements, IGA requirements, and related regulations.