


 香港分行專用全球金融網服務申請書暨約定書(主用戶)  
 Global eBanking Service Application Form and Service Agreement  
 (Principal Account) Of Hong Kong Branch

立約人茲向兆豐國際商業銀行股份有限公司(以下簡稱「銀行」)申請/變更下列勾選之全球金融網服務項目,立約人願遵守全球金融網服務約定事項條款。

The Contractor agrees to comply with the terms and conditions of Global eBanking Services when applying to Mega International Commercial Bank (hereinafter referred to as the "Bank") for the provision and/or changes of Global eBanking Services.

## 一、網站功能及使用者設定 Website functions and user setting 【064C】:

- 僅申請查詢功能 Apply for enquiry only (請填 A 項 Complete Section A) 或  
 申請查詢及交易功能 Apply for enquiry and transaction (請填 B 項 Complete Section B)

**【A、B 項請 2 選 1 Please complete either A or B】**

- 申請 Apply  註銷 Cancel  變更 Modify 管理中心 Administrative Center (請填 C 項 Complete Section C)  
 (  管理主管 Access Administrator 或 or  管理主管+管理經辦 Access Administrator + Access Operator )  
 (功能內容請詳下表說明 please see the following table for detailed descriptions )
- 申請 Apply  註銷 Cancel 雙重驗證機制功能 Two-factor authentication (所有使用者皆須申請安控設備;如有新加坡分行帳戶者須申請此功能。all users required to apply for security device; this function is mandatory for account holders under the Singapore Branch )

A 查詢功能 Enquiry	一般人員 Ordinary staff : <input type="checkbox"/> 申請 Applying for _____ 名 persons	安控 Security	<input type="checkbox"/> e 碼寶貝 OTP token _____ 組 sets 【064N】
	(限雙重驗證機制使用 only applicable to two-factor authentication)(請續填三、服務項目 please continue to the Service categories in Section 3)		
B 查詢及 交易功能 Enquiry and transaction	一般人員 Ordinary staff : <input type="checkbox"/> 申請 Applying for _____ 名 persons	安控 Security	<input type="checkbox"/> e 碼寶貝 OTP token _____ 組 sets 【064N】 <input type="checkbox"/> 電子憑證 Electronic certificate _____ 組 sets <input type="checkbox"/> 大陸電子憑證 The Electronic certificate of Main Land China _____ 組 sets(限大陸地區分行客戶申請 For the Contractor of Megabank Main Land China Branch Only)
	放行人員 Approval staff : <input type="checkbox"/> 申請 Applying for _____ 名 persons	安控 Security	<input type="checkbox"/> e 碼寶貝 OTP token _____ 組 sets 【064N】 <input type="checkbox"/> 電子憑證 Electronic certificate _____ 組 sets <input type="checkbox"/> 大陸電子憑證 The Electronic certificate of Main Land China _____ 組 sets(限大陸地區分行客戶申請 For the Contractor of Megabank Main Land China Branch Only)
C 管理中心 Administrative Center	管理主管 Access Administrator : <input type="checkbox"/> 申請 Applying for _____ 名 persons	安控 Security	<input type="checkbox"/> e 碼寶貝 OTP token _____ 組 sets 【064N】 <input type="checkbox"/> 電子憑證 Electronic certificate _____ 組 sets
	說明: 申請管理主管功能, 可控管使用者權限及設定交易流程等功能。 Description: Access Administrator has the authority to manage user access and configure transaction procedures etc.		
	管理經辦 Access Operator : (須先申請管理 主管 an Access Administrator is required) <input type="checkbox"/> 申請 Applying for _____ 名 persons	安控 Security	<input type="checkbox"/> e 碼寶貝 OTP token _____ 組 sets 【064N】 <input type="checkbox"/> 電子憑證 Electronic certificate _____ 組 sets
	說明: 申請管理經辦功能, 管理中心各項設定須由管理經辦編輯, 再經管理主管放行。 Description: by applying for the Access Operator role, all Administrative Center configurations must be edited by the Access Operator and submitted to the Access Administrator for approval.		

申請以下任一功能者須填下列資料:(請立約人審慎評估公司需求及交易風險, 如同意申請請簽蓋原留印鑑)

Applications for as follow functions must complete the following information:(the Contractor is advised to duly assess the its practical needs against the risks involved; please affix an original seal should the contractor agree.)

申請 Apply  註銷 Cancel  管理經辦 Access Operator 「兼具交易權限」"with transaction authority"

管理主管 Access Administrator

申請 Apply  註銷 Cancel 轉帳交易資料若含未事先約定轉入帳戶者, 同意視為同時申請設定為約定轉入帳戶。to automatically request to add non-designated payees in any fund transfer as a designated payee account. 【B00X】(限香港分行、馬尼拉分行、阿姆斯特丹分行且用電子憑證放行 Hong Kong Branch、Manila Branch、Amsterdam Branch only and applicable to approve by electronic certificate)

未申請管理中心 without Administrative Center(即交易採不分級之簽核流程 transaction without approval procedures)

印鑑參照帳號 Specimen Seal Account No.: \_\_\_\_\_

簽蓋原留印鑑 Original Specimen Seal:

主管 Supervisor

驗印 Verified by

二、電子憑證 Electronic certificate 【064C】：

1.  授權銀行自立約人帳戶 The Bank is authorized to debit the Contractor's account  
(帳號 account No.: \_\_\_\_\_) 自動扣繳電子憑證認證服務費暨安裝裝置費。 for the amount of electronic certification and security device charges.

2.  暫停 Suspend  解除暫停 Cancel suspension  註銷 Cancel  解除密碼鎖定 Unlock PIN code  
使用者代碼 Username \_\_\_\_\_ /憑證序號 Certificate number \_\_\_\_\_ /  
銀行核發編號 Bank issued number \_\_\_\_\_

3.  申請 Apply  註銷 Cancel 登記他行 XML 電子憑證 registration of inter-branch XML electronic certificates (請提供憑證證明單 please provide proof of certification)  
使用者代碼 Username \_\_\_\_\_ 憑證序號 Certificate number \_\_\_\_\_

三、服務項目 Service categories：

(全球金融網各項交易功能仍需搭配相對業務額度及限制 Global eBanking services are subject to the limits and restrictions of each function)

主功能 Main Function			附加功能 Supplementary Function					
新增 Add	刪除 Delete	項目 Item	新增 Add	刪除 Delete	項目 Item	新增 Add	刪除 Delete	項目 Item
<input type="checkbox"/>	<input type="checkbox"/>	1.帳戶查詢 Accounts	<input type="checkbox"/>	<input type="checkbox"/>	1.查詢所有存款帳戶 Enquiry to all deposit accounts	<input type="checkbox"/>	<input type="checkbox"/>	6.線上設定約定轉入/受款帳戶*2【064C】 (請審慎評估風險及落實內控作業) Add prearranged payee account on-line*2 (assess risk and implement internal control)
<input type="checkbox"/>	<input type="checkbox"/>	2.收付款 Payment & Collection	<input type="checkbox"/>	<input type="checkbox"/>	2.約定轉出帳戶間皆可互轉 Fund transfer between designated payer accounts			
<input type="checkbox"/>	<input type="checkbox"/>	3.進出口業務 Trading	<input type="checkbox"/>	<input type="checkbox"/>	3.約定帳號自動配對*1【064C】 Auto-matching for designated accounts*1			
<input type="checkbox"/>	<input type="checkbox"/>	4.投資理財 (限查詢) Investment (enquiry only)	<input type="checkbox"/>	<input type="checkbox"/>	4.SWIFT「OUR」手續費負擔別【B000】 Bearer of SWIFT "OUR" commissions			
			<input type="checkbox"/>	<input type="checkbox"/>	5.餘額不足重試扣帳【B000】 Retry debiting under insufficient balance			

備註 Remark：1.約定之轉出及轉入帳號會自動配對 Designated payer and payee accounts are matched automatically. 2.若選擇使用動態密碼卡需補送紙本申請書。 Need application if release transaction by device" OTP token" .

四、約定轉出帳戶 Designated payer account 【B120】：

共新增/刪除 \_\_\_\_\_ 個約定轉出帳號。 Add/Delete \_\_\_\_\_ designated payer account.(轉帳限額：其他外幣帳戶以原幣或美元表示；單位：萬元，限額若設為零，表示僅可查詢。 Fund transfer limit: Other foreign currency accounts in the original currency or US\$; Unit: \$10,000; a limit of zero indicates that the account is only available for enquiry)

新增 Add	刪除 Delete	銀行代號 Bank code (國內 7 碼代號或國外 SWIFT Code) (the 7-digit domestic bank code or the international SWIFT Code)	幣別 Currency	轉出帳號 Payer's account	約定轉帳限額 Fund transfer limit from designated accounts		
					每筆 Per transaction	每日 Per day	每月 Per month
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

說明 Note：

- 約定轉帳：每筆、每日及每月限額未填寫者，預設各為等值 US\$ 1 佰萬元，其他外幣綜合存款帳戶各幣別設定之轉帳限額，以該帳戶約定之單一幣別最高限額為準，異動時亦同。 Transfers from designated other currency accounts: limits per transaction, per day, and per month are preset at US\$1 million or its equivalent if not specified. Fund transfers between the various currencies under a comprehensive foreign currency deposit account are subject to the designated single currency cap; the same applies to all subsequent changes.
- 轉入帳號請另填轉入帳戶約定申請書[A2 表]，或使用全球金融網約定帳戶管理功能線上設定(須申請電子憑證安控)。 Please complete an Application Form for Fund Transfer to Designated Account [Form A2], or use the Global eBanking designated account online management function (must apply for electronic certification) to configure payee information.

**銀行確認項目** 適用：下列於申請超過轉帳限額或提高帳戶轉帳限額者，由銀行櫃檯人員關懷客戶提問後填寫。  
 This section is applicable to: For Contractor apply to exceed transfer limits or increase account transfer limits.  
 To be completed by Bank Cashier following questions to Contractor.

1. 約定轉帳申請超過上述說明之預設轉帳限額目的 Application for designated accounts exceeds the above notes preset transfer limit : \_\_\_\_\_  正常 Normal  異常 Abnormal
2. 臺幣非約定轉帳限額申請超過 NT\$2 佰萬元目的 Application for the NTD non-designated accounts transfer limit exceeds NT\$2 million: \_\_\_\_\_  正常 Normal  異常 Abnormal
3. 申請提高帳戶轉帳限額目的 Application for increase account transfer limit: \_\_\_\_\_  正常 Normal  異常 Abnormal
- 客戶拒絕回答或提供相關文件證明其目的及用途(如有此情形，請向客戶委婉說明無法受理申請) Contractor refuses to answer the above questions or provide relevant documents to prove its purpose and use(In this case, please politely explain to the Contractor that the application cannot be accepted)

- 五、 變更 Modify 印鑑參照帳號為 Specimen Seal Account No. into \_\_\_\_\_。
- 六、 登錄 Register  變更 Modify 服務連絡用電子郵件 Contact Email \_\_\_\_\_。
- 七、 申請 Apply  停用 Terminate  暫停 Suspend  暫停恢復 Cancel suspension of 全球金融網服務。Global eBanking services.
- 八、向非同名銀行帳戶轉帳的日累計筆數 \_\_\_\_\_，年累計限額 \_\_\_\_\_。(限定大陸地區)  
 Limit of transfer for payer is different from payee : transaction number per day \_\_\_\_\_; amount per year \_\_\_\_\_.( Megabank Main Land China Branch Only)
- 九、立約人授權下列人員代表領取相關文件、密碼單及安控設備：(請領取人出示身分證明文件正本供本行查驗，本人或代表人親自領取者免填)  
 The Contractor authorize The following person to collect documents, password, and security devices on behalf of the Contractor. (The collector will be required to present original identity for verification; this part is not required if the applicant or representative is collecting personally.)

授權領取人/ Authorized Person	職稱/ Job title	身分證字號/ID	連絡電話/ Telephone No.	代表人親簽/ Signature of Representative

此致 To:

兆豐國際商業銀行股份有限公司 Mega International Commercial Bank

立約人茲聲明已據實填寫本申請書暨約定書所載事項，且已於合理期間詳閱並充分明瞭本申請書暨約定書全部內容(包括但不限於「全球金融網服務申請書暨約定書」第 45 條所定履行個人資料保護法告知義務之內容)。為此，立約人同意、允許銀行於各該特定目的之必要範圍內，得蒐集、處理或利用立約人之個人資料，並願遵守本申請書暨約定書全部內容，以利銀行提供相關服務。  
 立約人聲明使用全球金融網各項交易功能均無涉及洗錢或不法交易之情事。  
 The Applicant hereby declare that I have truthfully fill the matters contained in this application and Service Agreement, and has a reasonable period of read and understood the entire contents of this application and Service Agreement (including but not limited to the 「Global eBanking Service Application Form and Service Agreement」 of the matters agreed Article 45"to fulfill the obligation to inform the contents of the personal Data Protection Act).To this end, the Applicant agreed to allow banks for the particular purpose to the extent necessary, in the collection, processing or use of the personal data of the Applicants, and is willing to comply with the application of Agreement to provide related services of the banking business.  
 The Applicant hereby declares the use of the Global eBanking Service of the transaction functions are not involved in money laundering or any illegal transactions.

立約人 Contractor (戶名) : \_\_\_\_\_

代表人 Representative : \_\_\_\_\_

證照號碼 ID No. : \_\_\_\_\_

聯絡電話 TEL : \_\_\_\_\_

印鑑參照帳號 Specimen Seal Account No.	主管 Supervisor
原留印鑑 Original Specimen Seal:	
	驗印 Verified by

領取人簽收 Collect and sign :

種類 Items	<input type="checkbox"/> 契約正本 original of Agreement	<input type="checkbox"/> 密碼單 Password	<input type="checkbox"/> e 碼寶貝 OTP token	<input type="checkbox"/> XML 晶片及密碼單 XML chip and Password	領取人親簽(代表人/代理人) Collector's signature	核對身分 Identity verification
數量 Quantity	份 copies	份 copies	個 pieces	個 pieces		

西元 \_\_\_\_\_ 年(YYYY) \_\_\_\_\_ 月(MM) \_\_\_\_\_ 日(DD)

建檔分行 Branch	經襄副理 Vice President/Assistant Vice President	覆核 Verifier	經辦 Clerk
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2023 年 11 月版  
Version dated 2023.11

# 兆豐國際商業銀行全球金融網服務約定事項 2023.12

## Terms and Conditions of Mega International Commercial Bank Global eBanking Services

### 第一條 Article 1.

#### 契約之適用範圍

#### Applicability

本契約係兆豐國際商業銀行全球金融網業務服務之一般性約定。

This Agreement shall constitute the general terms and conditions for Mega International Commercial Bank Global eBanking Services.

### 第二條 Article 2.

#### 名詞定義

#### Definitions

- 一、「網路銀行業務」(Internet Banking)：指立約人端電腦經由網際網路與銀行電腦連線，無須親赴銀行櫃台，即可直接取得銀行所提供之各項金融服務。
1. "Internet Banking": refers to the financial services provided by the Bank to its Contractors over computer terminals connected to the Internet, without the Contractor having to approach bank counters personally.
- 二、「電子訊息」(Electronic Message)：指銀行或立約人經由電腦及網路連線傳遞之訊息。
2. "Electronic Message": refers to a message transmitted by the Bank or the Contractor via computers and the Internet.
- 三、「數位簽章」(Digital Signature)：除法律另有規定外，指銀行及立約人將傳送電子訊息所附經雙方認同之電子識別碼或符號視為當事人一方之簽名，用以確認訊息發送者之身分。
3. "Digital Signature": except as otherwise specified by law, the Bank and the Contractor will identify the sender's identity by recognizing the electronic identification codes or symbols carried within the Electronic Messages as the sender's signature.
- 四、「私密金鑰」(Private Key)：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
4. "Private Key": refers to the piece of a paired digital data retained by the signature producer; this digital data is used for decrypting s and producing digital signatures.
- 五、「公開金鑰」(Public Key)：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
5. "Public Key": refers to the piece of a pair digital data used to encrypt Electronic Messages or verify the signatory's identity and the authenticity of the digital signature
- 六、「憑證」：指由憑證機構以數位簽章方式簽署之資料訊息，用以確認憑證申請者之身分，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。
6. "Certificate": refers to the Electronic Message signed digitally by a certificate issuer; this is a digital proof of the applicant's identity, as well as the applicant's possession of a paired public and private key.
- 七、「服務時間」：指週一至週五上午九點至下午四點，惟銀行對外停止營業之日除外。但如因服務項目之特殊性，銀行得另行約定或公告服務時間。
7. "Service Hours": 9:00 a.m. to 4:00 p.m. from Monday to Friday, except non-banking business days. However, the Bank can make other arrangements or announcements with regards to service hours, depending on the distinctiveness of the services provided.
- 八、「帳戶」：指訂約雙方以書面約定，作為立約人支付相關款項之指定活期性存款帳戶。
8. "Account": refers to the demand deposits account which the Contractor had designated to make payments from, as agreed in writing by both counterparties to the Agreement.
- 九、管理中心：立約人可向銀行申請管理中心用以設定內部使用者之權限及交易審核流程等功能。管理中心之使用者，分為管理主管及管理經辦，立約人得僅申請管理主管，由其完成各項管理中心設定，或申請經由管理經辦編輯，送呈管理主管覆核。管理主管與經辦原則不得於線上從事各項交易行為，惟立約人因實際作業需要，得於申請書上另外加蓋原留印鑑，聲明立約人已審慎評估，並充分瞭解交易風險後，申請管理主管、管理經辦可兼具交易權限。
9. Administrative Center: the Contractor may apply for the Bank's Administrative Center services to configure the access rights of its internal users and set up transaction approval procedures etc. Users of Administrative Center services include the Access Administrator and the Access Operator. The Contractor may choose to apply for the Access Administrator role only and have the administrator complete all Administrative Center settings, or choose to have the Access Operator edit settings then submit to the Access Administrator for approval. Generally speaking, Access Administrators and Operators are not permitted to conduct online transactions. However, the Contractor may choose to grant transaction authorities to administrators and operators for its practical needs, by signing on the application form to declare that the Contractor has duly assessed and understood all risks involved.
- 十、授權使用者：指經立約人授權，得依立約人權限使用本契約服務之人，包括立約人指定之管理主管、管理經辦、一般人員、放行人員，但授權使用者之指定，應經銀行同意始生效力。
10. Authorized user: The Contractor authorizes users to use the Service which formulated by the agreement ,include access administrator, access operator, ordinary staff and approval staff.This authorization should be agreed with the Bank
- 十一、全球金融行動網：指銀行於 Android 平台(Play Store)或 iOS 平台(App Store)上提供「全球金融行動網」軟體供立約人之授權使用者(一般人員、放行人員)可於其行動裝置下載，並經相關申請設定程序後，可於其行動裝置使用銀行所提供之全球金融行動網各項服務。
11. Global Mobile eBanking : Refers to the "Global Mobile eBanking " software that the Bank provides on Android platform (Play Store) or IOS platform (App Store) of which Authorized user(ordinary staff and approval staff) of the Contractor could download to their mobile devices. Upon completing the relevant setting mechanisms for application, the Contractor could then use the various services of Global Mobile eBanking on their mobile devices.
- 十二、動態密碼：又稱一次性密碼(One Time Password, 以下稱「OTP」)，係指每次使用的密碼均不相同，且每組產生的密碼僅可使用一次。
12. Dynamic password: It is also known as one time password (OTP), which means that the password used each time is different, and each set of passwords can only be used once.
- 十三、動態密碼安控機制：為產生動態密碼之機制，依產生或傳遞方式區分，計有實體動態密碼卡、安裝於行動裝置應用程式(全球金融行動網 APP)之行動安全碼，或透過電信業者簡訊系統發送之簡訊動態密碼等三類，統稱為「動態密碼安控機制」。
13. Dynamic Password Mechanism: Dynamic password mechanism shall mean the mechanism that generates dynamic passwords. Depending on means of generation or transmission, it is subcategorized into the following three types: a physical Dynamic Password Token, Mobile OTPs installed on mobile devices Global eBanking Mobile App, and SMS OTPs that are transmitted through telecommunication operators.
- 十四、實體動態密碼卡(以下稱「e碼寶貝」)：係產生 OTP 之實體載具。載具面板設有按鈕與螢幕，用以輸入交易網頁指示之特定內容(亦稱「挑戰值」)及顯示產生之 OTP 密碼供立約人填入交易網頁指定欄位，經系統驗證以完成交易。
14. Physical dynamic password generation card (hereinafter referred to as "OTP Token"): It refers to the physical device exclusively for OTP, used to generate OTP. There are buttons and a screen on the device for the entry of the specific content indicated on the transaction page(also known as "challenge code") and display of the password for the Contractor to enter on the transaction page to verify the transaction.

### 第三條 Article 3.

#### 網頁之確認

#### Webpage verification

立約人使用網路銀行前，應先確認網路銀行正確之網址「<https://www.global-ebanking.com>」，才使用網路銀行服務。

Prior to using Internet Banking services, the Contractor must verify and ensure to log on to the correct website at "<https://www.global-ebanking.com>".

### 第四條 Article 4.

#### 連線所使用之網路

#### Internet connection

銀行及立約人同意使用約定之網路或網際網路進行電子訊息傳輸。

The Bank and the Contractor both agree to transmit Electronic Messages via the Internet.

銀行及立約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。

第五條 Article 5.	<p>The Bank and the Contractor shall establish service Agreements with their respective Internet service providers to secure their own rights and obligations; both parties will also bear their own expenses incurred for accessing the Internet.</p> <p>電子訊息之接收與回應</p> <p>Receiving and responding Electronic Messages</p> <p>銀行接收含數位簽章或經銀行及立約人同意用以辨識身分之電子訊息後，應即進行檢核或處理，並將檢核或處理結果通知立約人。銀行或立約人接收來自對方任何電子訊息，若無法辨識其內容時，視為自始未傳送。但銀行可確立立約人身分時，應將內容無法辨識之事實通知立約人。</p> <p>Upon receiving Electronic Messages containing digital signatures or other symbols which both the Bank and the Contractor had agreed to use as identification, the Bank shall proceed to verify or process and inform the Contractor of the outcome immediately. In circumstances where the Bank or the Contractor is unable to identify the contents of electronic messages sent by the other party, such Electronic Messages will be considered as never having been sent in the first place. However, whether it is possible for the Bank to confirm the Contractor's identity, the Bank shall notify the Contractor of the fact that the message contents were unidentifiable.</p>
第六條 Article 6.	<p>電子訊息不執行事由</p> <p>Non-execution of Electronic Messages</p> <p>如有下列情形之一，銀行將不執行任何接收之電子訊息：</p> <p>In the occurrence of any following events, the Bank may refuse to execute any Electronic Messages received:</p>
第七條 Article 7.	<p>一、有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。</p> <p>1. When the Bank has substantiated reasonable doubt regarding the authenticity of the Electronic Message or the correctness of instructions carried within the message.</p> <p>二、銀行依據電子訊息處理，將違反相關法令之規定者。</p> <p>2. When the Bank is subject to violations against the law or regulations should it choose to process the Electronic Message.</p> <p>三、銀行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。</p> <p>3. When the Bank is unable to debit the designated account for the amounts payable by the Contractor, for reasons that are attributable to the Contractor's conduct.</p> <p>銀行不執行前項電子訊息者，應同時將不執行之結果通知立約人，立約人受通知後得以電話向銀行確認。</p> <p>The Bank shall notify the Contractor immediately of the above circumstances if it is unable to process the Contractor's instructions; the Contractor may call to confirm with the Bank after receiving such notices.</p>
第八條 Article 8.	<p>電子訊息交換作業時限</p> <p>Timeframe for Electronic Message exchanges</p> <p>電子訊息係由銀行電腦自動處理，立約人發出電子訊息傳送至銀行後即不得撤回、撤銷或修改。但未到期之預約交易在銀行規定之期限內，得撤回或撤銷。</p> <p>All Electronic Messages are automatically processed by the Bank's computer. Contractor's electronic messages can not be withdrawn, revoked, or edited once they reach the Bank's system. However, the Contractor can withdraw or revoke scheduled transactions that are yet to mature, subject to the timeframe specified by the Bank.</p> <p>若電子訊息經由網路傳送至銀行後，於銀行電腦自動處理中已逾銀行服務時間時，銀行應即以電子訊息通知立約人，該筆交易將依約定不予處理，或自動改於次一營業日處理。</p> <p>If the Electronic Message reaches the Bank's system through the Internet after service hours, the Bank must notify the Contractor via Electronic Message that the transaction will not be processed or will be posted to the following business day.</p>
第九條 Article 9.	<p>費用</p> <p>Fees</p> <p>立約人使用本契約服務，同意依海外分行所訂收費標準繳納各項交易處理服務費及安控設備費</p> <p>When using the contracted services, the Contractor agrees to pay the various transaction processing service fees, and security charges at the rate specified by the Mega Bank overseas branches.</p>
第十條 Article 10.	<p>立約人軟硬體安裝與風險</p> <p>Contractor's software and hardware installation, and the risks involved</p> <p>立約人申請使用本契約之服務項目，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，由立約人自行負擔。</p> <p>The Contractor shall install all computer software, hardware, and other security-related equipment required to access the contracted services. The Contractor will also bear all costs and risks associated with the installation.</p> <p>第一項軟硬體設備及相關文件如係由銀行所提供，銀行僅同意立約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。</p> <p>Should the Bank agree to offer the aforementioned hardware and documents to the Contractor, the Bank only agrees for them to be used within the boundaries of the contracted services; they may not be transferred, loaned, or in any other way given to a third party.</p> <p>因立約人之行為侵害銀行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。</p> <p>The Contractor will be solely responsible for any damages caused by own mishandling; the Contractor will also be held accountable for any conduct that violates the intellectual property rights or other rights of the Bank or any third party.</p> <p>立約人如因電腦操作需要而安裝其他軟硬體，有與銀行所提供之軟硬體設備併用之必要者，應遵守銀行所提供安裝之相關資料，並自行負擔其費用及風險。</p> <p>If the Contractor needs to install additional software or hardware that work conjointly with the software and hardware offered by the Bank, the Contractor must ensure compliance to the Bank's installation notices and bear all costs and risks.</p>
第十一條 Article 11.	<p>立約人連線與責任</p> <p>Contractor's connection and responsibility</p> <p>銀行與立約人有特別約定者，必須與銀行為必要之測試後，始得連線。</p> <p>Where any special arrangements exist between the Bank and the Contractor, connection may commence only after the necessary tests are completed.</p> <p>立約人對銀行所提供之使用者代號、密碼、憑證、軟硬體及相關文件，應負保管之責。</p> <p>The Contractor is responsible for safekeeping the username, PIN code, certificate, software, hardware, and all relevant documentation provided by the Bank.</p> <p>立約人輸入前項密碼連續錯誤達三次時，銀行電腦即自動停止立約人使用本契約之服務。立約人如擬恢復使用，應重新辦理申請手續。</p> <p>If the Contractor enters incorrect PIN code in three consecutive attempts, the Bank's system will automatically suspend the Contractor from using the contracted services. Once suspended, the Contractor must raise a new application to resume use of the contracted services.</p> <p>立約人並應於契約終止時，即返還銀行所提供之設備及相關文件。</p> <p>The Contractor will also be required to return all equipment and documentation offered by the Bank upon contract termination.</p>
第十二條 Article 12.	<p>交易核對</p> <p>Transaction verification</p> <p>銀行於每筆交易指示處理完畢後，以電子訊息或銀行與立約人約定之方式通知立約人。立約人應於每次使用服務後，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銀行查明。銀行應於每月以平信或電子郵件方式寄送立約人上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有誤時，應於收受之日起四十五日內通知銀行查明。</p> <p>After processing a transaction, the Bank will notify the Contractor of the outcome using Electronic Message or other agreed methods. The Contractor should verify the correctness of the transaction outcome after each use. Any inconsistency must be reported to the Bank within 45 days after the transaction is completed; the Bank will then conduct the necessary investigations. The Bank shall compile a statement of transactions conducted during the previous month, delivered to the Contractor on a monthly basis by ordinary mail or e-mail (no statements will be delivered for months where no transactions took place). The Contractor should verify all items disclosed in the transaction statement, and report to the Bank all errors found within 45 days after receiving the statement.</p> <p>銀行對於立約人之通知，應即進行調查，並於通知到達銀行之日起三十日內將調查之情形或結果覆知立約人。</p> <p>The Bank shall conduct immediate investigation upon receiving the Contractor's report, and inform the Contractor the outcome of the investigation within 30 days after receiving Contractor's report.</p>

第十二條 Article 12	<p>電子訊息錯誤之處理 Responses to errors in Electronic Messages</p> <p>立約人利用本契約之服務，如其電子訊息因不可歸責於立約人之事由而發生錯誤時，銀行應協助立約人更正，並提供其他必要之協助。前項服務因可歸責於銀行之事由而發生錯誤時，銀行應於知悉時，立即更正，並同時以電子訊息或銀行及立約人約定之方式通知立約人。</p> <p>Should errors occur to the Contractor's Electronic Messages while using the contracted services, that are not attributable to the Contractor's conduct, the Bank shall help the Contractor rectify and offer other assistance as deemed necessary. If the above service errors are attributable to the Bank's conducts, the Bank shall rectify immediately once informed, and notify the Contractor of such errors using Electronic Messages or other agreed methods.</p>
第十三條 Article 13	<p>內部控制 Internal control</p> <p>惟立約人須注意內部控制，應避免放行人員可獨自一人完成交易，及遇放行人員移交時，其持有之憑證不可由管理主管保管。</p> <p>The Contractor must pay attention to internal control, approval staff could finish transaction alone should be avoided, and certification could not be kept by access administrator when approval staff changed.</p>
第十四條 Article 14	<p>電子訊息之合法授權與責任 Authorization and responsibilities associated with Electronic Messages</p> <p>雙方同意確保所傳送至對方之電子訊息均經合法授權。雙方同意於發現有第三人冒用或盜用授權使用者代號、密碼或憑證申請識別碼、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面通知他方停止使用該服務並採取防範之措施。銀行接受通知前，對第三人使用該服務已發生之效力，除非銀行因故意或重大過失而不知係未經合法授權之電子訊息外，銀行不負責任。立約人如因自己之故意或過失致他人知悉密碼並因之獲取立約人於網路銀行中之各種資料，或第三人冒用、盜用立約人密碼，或由於電信線路或第三人行為之導致之遲延、錯誤或損失，立約人應自負其責。</p> <p>Both parties hereto agree that all Electronic Messages sent to the counterparty are legally authorized. Should the Bank and the Contractor discover any misuse or theft of username, PIN code, certificate, or private key, or any other unauthorized conducts by a third party, the Bank and/or the Contractor shall notify the other party by telephone or by writing to suspend the use of contracted services and to take the necessary precautions. The Bank will not be held accountable for services rendered to the third party before it is informed of the misuse, unless the failure to identify unauthorized electronic message is caused by the Bank's intentional or negligent mistakes. The Contractor shall be solely responsible for any delays, errors, or losses caused by the Contractor's intended or negligent behaviors giving rise to the disclosure, theft, and misuse of password or any information from Internet Banking; the Contractor will also be solely responsible for delays, errors, or losses caused by disruptions in telecommunication services, or as a result of a third party's conduct.</p>
第十五條 Article 15	<p>資料安全 Data security</p> <p>雙方應確保電子訊息安全，防止非法進入系統、竊取、竄改或損毀業務記錄及資料。</p> <p>Both parties hereto shall ensure the security of their Electronic Messages, shall prevent any illegal access to the Internet Banking system, theft, falsification, or destruction of business records and information.</p> <p>因第三人破解授權使用者代號或密碼而入侵網路系統（駭客行為）所發生之損害，如非可歸責於立約人者，由銀行依第十七條之規定負賠償之責。</p> <p>Except under circumstances that are attributable to the Contractor's conducts own, the Bank will compensate the Contractor according to Article 17 of the Agreement for any losses caused by attacks against the Internet Banking system (hacking), which may involve decrypting the Contractor's username and PIN code.</p>
第十六條 Article 16	<p>保密義務 Obligations to confidentiality</p> <p>雙方應確保所交換之電子訊息或一方因使用或執行本契約服務而取得他方之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經他方同意告知第三人時，應使第三人負本條之保密義務。</p> <p>Both parties hereto must ensure that the Electronic Messages exchanged between them and information obtained while using the contracted services are not disclosed to any third party, and nor can they be used for purposes unrelated to the Agreement. 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 confidentiality clause.</p>
第十七條 Article 17	<p>損害賠償責任 Damage compensation</p> <p>雙方同意依本契約傳送或接收電子訊息，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，該當事人僅就他方之積極損害（不包含所失利益）及其利息負賠償責任。</p> <p>Both parties hereto agree that any delays, omissions, or errors in transmitting or receiving Electronic Messages which give rise to the losses of any particular party shall be compensated by the party to which the cause is attributable to; compensations shall only be made for the direct damages (excluding future gains lost) plus interest only.</p>
第十八條 Article 18	<p>不可抗力 Force majeure</p> <p>一方於發生不可抗力情事時，無法履行本契約所生義務或遲延履行者均不視為違約，亦無須負任何賠償責任。</p> <p>Any failures or delays to fulfill obligations by any party under this contract due to force majeure will not be considered as a contract breach; as a result, the party who is unable to fulfill contractual obligations will not be held liable for compensations.</p>
第十九條 Article 19	<p>紀錄保存 Record retention</p> <p>雙方應保存所有含數位簽章之電子訊息及經由網路所提供相關電子訊息之記錄，並應確保紀錄之真實性及完整性。立約人如未保存者，推定以銀行所保存之紀錄為真正。</p> <p>Both parties hereto must retain all electronic messages containing digital signatures, as well as records of relevant electronic messages provided over the Internet. Both parties must also ensure the authenticity and integrity of retained records. If the Contractor does not retain records, the records retained by the Bank shall prevail.</p> <p>銀行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年。</p> <p>The Bank shall exercise its duties as a prudent manager to maintain the aforementioned records. These records are to be retained for at least five years.</p>
第二十條 Article 20	<p>電子訊息之效力 Effectiveness of electronic messages</p> <p>銀行及立約人同意依本契約交換之電子訊息，其效力與書面文件相同。</p> <p>The Bank and the Contractor agree that the validity and effect of an Electronic Message exchanged hereunder shall be the same as a written document.</p>
第二十一條 Article 21	<p>文書送達 Service of documents</p> <p>立約人同意以訂約時所指明之地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知銀行，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，銀行仍以訂約時所指明之地址或最後通知銀行之地址為送達處所。銀行對立約人所為之通知發出後，經通常之郵遞期間，即視為已送達。</p> <p>The Contractor agrees to have all relevant documents served to the address specified in this Agreement. The Contractor must inform the Bank of any changes of address in writing or other agreed methods, and consent to have all subsequent documents served to the new address. If the Contractor does not inform the Bank of the address change in writing or any other agreed methods, the Bank will still serve documents to the address specified in this Agreement, or to the Contractor's last notified address. Notices sent by the Bank to the Contractor are deemed served after the passage of a normal mailing period.</p>
第二十二條 Article 22	<p>網路銀行登入密碼 Internet Banking login PIN code</p>

銀行提供管理中心及授權交易放行者之密碼僅限於首次「更改密碼」之用，管理中心及授權交易放行者須自列印密碼單日期起一個月，執行首次變更密碼交易，否則需重新申請，此後並得隨時自行變更密碼，自行妥為保密。管理中心及授權交易放行者如忘記密碼或密碼連續輸入錯誤三次，須臨櫃重新申請。另為降低密碼被人竊取之風險，如管理中心、授權交易放行者及全球金融網設定使用者如逾一年未變更登入密碼，不予強制變更，但將於登入時提醒變更密碼；如逾一年未有成功登入全球金融網之記錄，則須於登入時先變更密碼，且不得與前次密碼相同。

The PIN code given by the Bank to Administrative Center and authorized transaction approvers are valid only for "initial PIN code change". The Administrative Center and the authorized transaction approvers must complete the initial PIN code change within one month from the date the PIN code slip was printed; otherwise a new PIN code request must be raised. After the initial PIN code change, the user may change PIN code at any time and will be responsible for the secrecy of the PIN code. If the PIN code is forgotten or input incorrectly in three consecutive attempts, the Administrative Center and the authorized transaction approvers will be required to apply for new PIN codes at the bank counter. To minimize the risks of PIN codes being known to outsiders, Administrative Center, authorized transaction approvers, and all Global eBanking users would be reminded to change PIN codes if PIN codes did not be changed exceed one year. Must change their Global eBanking PIN codes if no login record among one year, and new PIN codes must be different from old one.

第二十三條 網路銀行雙重登入驗證

Article 23 Two-factor authentication for Internet Banking

立約人得申請使用動態密碼安控機制或電子憑證作為登入網路銀行時進行雙重登入驗證程序；若立約人已開立有新加坡分行帳戶者，則該企業用戶之所有內部使用者均須以動態密碼安控機制進行雙重登入驗證程序始得登入網路銀行。

The Contractor may apply to use dynamic password mechanism or electronic certificate as part of the two-factor authentication when logging into Internet Banking. If a corporate Contractor holds an account under the Singapore Branch, all internal users will be required to complete the two-factor authentication when logging into Internet Banking using dynamic password mechanism.

第二十四條 港幣及其他外幣轉帳交易

Article 24 HKD and Foreign currency transfer

一、開立港幣或其他外匯活期性存款帳戶之立約人，須事先以書面申請為轉出帳號，並得以書面或於線上約定轉入銀行之國內其他外匯活期性存款帳戶，或轉入銀行之其他已開辦全球金融網國外分行之存款帳戶，或已開辦全球金融網之國外分行間相互轉帳，或轉匯國內他行，或辦理國外匯款。目前已開辦全球金融網之海外分行，請詳銀行網站，參加全球金融網之海外分行遇有更新，亦以銀行網站公告為準。

1. Contractors with HKD and foreign currency demand deposit accounts must designate the account as a payer account in writing. Contractors may then designate other domestic demand deposit accounts or deposit accounts held under those Overseas branch already have the Global E banking service as payee accounts, or transfer funds between the those Overseas branch already have the Global E banking service, remit to other domestic banks, or conduct international remittance either online or in writing. Overseas branch already have the Global E banking service, please refer to our bank's website .in case of updates, were also banking site announcement.

二、立約人得視各外匯帳戶實際需要，分別訂定各帳戶每筆轉出最高限額，每日及每月累計轉出最高限額。如立約人未約定轉帳金額，則外幣轉帳每戶每筆轉出金額及每日累計轉出金額最高均設定為等值美金一百萬元，外幣綜合存款帳戶各幣別設定之轉帳限額，以該帳戶約定之單一幣別最高限額為準，異動時亦同。

2. The Contractor may prescribe limits on outward transfers per transaction, per day, and per month for every foreign currency account to accommodate practical needs. If the Contractor does not specify any transfer limits, outward foreign currency transfers will be capped at US\$1 million or its equivalent, per account, per transaction, per day. Fund transfers between the various currencies under a comprehensive foreign currency deposit account are subject to the designated single currency cap; the same applies to all subsequent changes.

三、外幣轉帳交易時間為本行營業日上午九時至下午四時。不同時區跨國轉帳以轉出當地營業日及轉入當地營業日孰晚為 VALUE DATE。

3. The foreign currency transfer service is available on the Bank's business days from 9:00 a.m. to 4:00 p.m. For fund transfers between countries located at different time zones, the VALUE DATE will be determined as the business day of the source country or the business day of the destination country, whichever is later.

第二十五條 國外分行轉帳交易

Article 25 Overseas branch fund transfer

國外分行轉帳交易須依當地主管機關之規定辦理。

Fund transfers between overseas branches are subject to the governance of local competent authorities.

第二十六條 媒體檔案傳送

Article 26 Transfer of Media File

一、立約人與本行簽訂電子傳送交易指示約定書後，得將紙本交易指示文件掃描為電子交易文件(如 PDF 檔案)，透過收付款-轉帳付款-媒體檔案上傳，經立約人設定之授權層級逐級核定後，並由放行人員以「動態密碼安控機制」或「電子憑證」放行傳送至指定銀行國內、外分行櫃員人工處理。立約人並得以透過全球金融網之交易狀態查詢功能得知電子交易指示之處理進度。

1. After the Contractor and the Bank have signed the Electronic Delivery Agreement, scan the hard copy transaction instruction into electronic files(e.g., PDF file) and send it to the Bank for processing through the Bank's Global eBanking service - payment & Collection-Payment-Upload File.All transaction must be reviewed through an internal sign-off process and approved by the approval staff who possesses the security control device-dynamic password mechanism or electronic certificate.The Contractor could follow up with the progress of the transaction through function of Global eBanking-trade status.

二、立約人透過本項功能傳送電子交易指示除依法應申報文件外，得無須後補「紙本交易指示文件」之正本，惟海外分行當地主管機關另有規定者，當遵循其規定。

2. When the Contractor transfers the electronic transaction instruction through this function,in addition to the document stated by the law, they don't need to provide the original hard copy of transaction instruction document to the branch. However, the local competent authority of the oversea branch has its own regulations, and the clients shall conduct accordingly.

第二十七條 服務項目附加功能：

Article 27 Supplementary services:

一、查詢所有存款帳戶：未約定者，存款帳戶查詢僅限約定轉出帳戶，不及於未約定之轉出帳戶。

1. Enquiry to all deposit accounts: if unrequested, deposit account enquiries will be limited to designated payer accounts only, and do not apply to non-designated payer accounts.

二、約定轉出帳戶間皆可互轉：約定轉出帳戶間自動配對，免逐一相互約定轉出、轉入帳號。

2. Fund transfer between designated payer accounts: auto-matching between designated payer accounts, thereby avoiding the trouble of assigning payer and payee accounts one by one.

三、約定帳號自動配對：立約人新增約定轉入帳號時，即會與立約人已設定之所有約定轉出帳號自動配對；如新增約定轉出帳號時，該轉出帳號即會與立約人之所有約定轉入帳號自動配對，如立約人刪除約定轉出或轉入帳號時，亦會自動更新配對關係，立約人無須逐一辦理帳號配對作業。

3. Auto-matching for designated accounts: whenever the Contractor designates a new payee account, that account will be automatically associated with all existing designated payer accounts; whenever the Contractor designates a payer account, that account will be automatically associated with all existing designated payee accounts; if the Contractor removes a designated payer or payee account, the association will be updated automatically. The Contractor needs not specify one-by-one.

四、SWIFT「OUR」手續費負擔別：匯款人承諾負擔國外匯款收款人之匯入款各項手續費。

4. Bear SWIFT "OUR" commissions: the remittance applicant agrees to bear all inward remittance charges incurred on the payee.

五、餘額不足重試扣帳：當轉出帳戶存款餘額不足扣款時，由系統在定時再次發動扣帳，至當日銀行營業時間結束時，如存款餘額仍不足扣帳始以交易失敗處理。

5. Retry debiting under insufficient balance: if the payer account contains insufficient balance, the system will repeat the debit attempt at regular intervals. The payment transaction will fail if account balance remains insufficient at the end of the banking business day.

第二十八條 預約交易

Article 28 Scheduled transaction

辦理預約轉帳交易應在銀行系統允許期限內為之，跨越系統允許期限之預約交易銀行將不予處理。

Scheduled transactions must be made within the timeframe permitted by the Bank's system. The Bank will not process scheduled transactions that

第二十九條 Article 29	<p>are arranged outside the permissible timeframe.</p> <p>電子憑證 Electronic certificate</p> <p>一、辦理電子憑證暫禁、暫禁恢復及註銷，於銀行受理完成電腦登錄時生效，立約人註銷電子憑證後如再有需要，須重新申請。</p> <p>1. The suspension, cancellation of suspension, and cancellation of electronic certificates are effected once the entry is made into the Bank's computer. Once an electronic certificate is canceled, the Contractor must apply anew for subsequent uses.</p> <p>二、電子憑證之有效期限依認證中心之規定，期限屆滿時須經由銀行網站重新向認證中心申請。</p> <p>2. The expiries of electronic certificates are subject to the policies of the authentication center. Upon expiry, the Contractor is required to apply for another certificate from the authentication center via Internet Banking.</p> <p>三、銀行係指定台灣網路認證股份有限公司為憑證機構及中國金融認證中心（限大陸地區分行客戶適用），凡立約人進行國內外網路交易行為，應向憑證機構取得電子憑證後始得辦理。</p> <p>3. The Bank appoints TWCA as its authentication center and the China Financial Certification Authority (For mainland China branches client only). All Contractors who intend to use Internet Banking services for domestic/international transactions must obtain electronic certificates from the authentication center.</p> <p>四、電子憑證密碼忘記者，須至櫃檯重新申請，電子憑證密碼連續輸入錯誤三次時，須至櫃檯或以電話申請鎖碼解除。</p> <p>4. If the Contractor forgets their electronic certificate PIN code, he/she must apply anew at the counter. If the electronic certificate PIN code is incorrectly entered in three consecutive attempts, the Contractor must apply for a PIN code unlock either by phone or at the counter.</p>
第三十條 Article 30	<p>動態密碼安控機制之使用限制 Restrictions on dynamic password mechanism</p> <p>一、「e 碼寶貝」使用於交易覆核、雙重驗證登入，立約人應於 100 秒有效期間內完成「動態密碼」輸入交易網頁之程序，逾時視同立約人放棄交易。</p> <p>1. OTP Token is used for approving a transaction or Two-factor authentication. The Contractor shall enter OTP on the transaction page confirmation within 100 seconds. The Contractor will be deemed to have given up the transaction if exceeding the time limit.</p> <p>二、立約人所指定接收簡訊 OTP 之手機應自行確認可接收企業簡訊服務或於手機內安裝特定防止騷擾簡訊之軟體(如:Whoscall App)中將本行發送簡訊門號設定為白名單。</p> <p>2. The mobile phone designated by the Contractor to receive the SMS OTP should be self-confirmed that it can receive corporate SMS services, or install specific anti-harassment SMS software(such as Whoscall App) setting the Bank in the white list.</p> <p>三、立約人使用「簡訊 OTP」執行交易驗證時，簡訊 OTP 自系統首次發送後 5 分鐘內有效，立約人得於有效期截止前 1 分鐘要求訊息重送，同一次交易驗證之簡訊 OTP 重送申請僅限 5 次。</p> <p>3. When the Contractor uses SMS OTP to perform transaction verification, the SMS OTP is valid within 5 minutes after sending. The Contractor can request the OTP to be resent 1 minute before the expiration of the validity period. The SMS OTP can be resend for the same transaction is limited to 5 times.</p> <p>四、「行動安全碼」使用於交易覆核、雙重驗證登入，立約人應於執行交易驗證時，輸入「安全密碼」驗證成功；倘應用全球金融網網頁交易，應於 100 秒有效期間內完成於全球金融行動網 App 所產生之一次性「動態密碼」輸入交易網頁程序，逾時視同立約人放棄交易。</p> <p>4. Mobile OTP is used for transaction approval and two-factor authentication login. In this regard, the Contractor shall successfully authenticate his/her transaction by entering the correct Security Code; if the transaction is made through the web page of Global eBanking, the Contractor shall, within a valid duration of 100 seconds, enter the one-time "Dynamic Password" generated by the Global eBanking Mobile App into the transaction webpage; failure to do so shall be deemed that the undersigned has abandoned the transaction.</p>
第三十一條 Article 31	<p>動態密碼安控機制之掛失、註銷及失效 Loss Reporting, Cancellation, and Invalidation of dynamic password mechanism</p> <p>一、掛失、停用及變更：</p> <p>1. Loss Reporting and Deactivate and Modify:</p> <p>(一)立約人發現遺失「e 碼寶貝」，應儘速以電話通知銀行或至銀行臨櫃辦理掛失手續，亦可自行於全球金融網辦理掛失，如需恢復使用應填寫本申請書暨約定書至銀行臨櫃辦理。</p> <p>(1)When the Contractor discovers that he/she has lost OTP Token, he/she shall report lost and notifying the Bank by phone, at the counter, or through Global eBanking service by himself/herself as soon as possible. If the Contractor needs to resume its usage, the Contractor shall fill out this application form and go to the counter of the bank to apply for it.</p> <p>(二)立約人停用或變更使用於「簡訊 OTP」之手機門號，應儘速以電話通知銀行櫃檯辦理，如需恢復使用，須填寫本申請書暨約定書至銀行臨櫃重新申請。</p> <p>(2)To deactivate or modify the mobile phone number used to receive the SMS OTP, the Contractor shall notify the Bank by phone as soon as possible, and apply for it at the counter. If the Contractor needs to restore the phone number, the Contractor shall fill out this application form and go to the counter of the bank to re-apply it.</p> <p>(三)立約人停用或變更使用於「行動安全碼」之手機門號，應儘速以電話通知銀行或至銀行臨櫃辦理變更手續。若立約人遺失安裝「全球金融行動網」且已申請「行動安全碼」之行動裝置，應儘速以電話通知銀行或臨櫃辦理掛失手續，亦可自行於全球金融網辦理掛失，惟一經掛失即為失效，如需恢復使用，立約人得至全球金融行動網線上重新驗證啟用。</p> <p>(3)In the event that the Contractor suspends or changes the mobile phone number used for receiving the Mobile OTP, he/she shall promptly notify the Bank by phone, or go to the Bank's counter to conduct modification procedures. If the Contractor loses his/her mobile device which has installed "Global eBanking Mobile" and applied for the "Mobile OTP," he/she shall promptly report the loss, either by notifying the Bank by phone, or going to the counter in person, or through Global eBanking, provided, however, that the Mobile OTP, once reported lost, shall become invalid immediately. If the Contractor wishes to restore it, he/she may go to Global eBanking Mobile to authenticate and reactivate the Mobile OTP service.</p> <p>二、註銷：</p> <p>2. Cancellation:</p> <p>(一)立約人得於銀行櫃檯辦理註銷「e 碼寶貝」、「簡訊 OTP」或「行動安全碼」。</p> <p>(1)The Contractor may cancel the OTP Token, SMS OTP or Mobile OTP at the Bank's counter.</p> <p>(二)「e 碼寶貝」或「簡訊 OTP」一經註銷即不得使用，立約人如欲恢復使用，需填寫本申請書暨約定書至銀行臨櫃重新申請。</p> <p>(2)OTP Token or SMS OTP shall not be used as soon as it is cancelled. If the Contractor wishes to restore the service, the Contractor shall fill out this Application and go to the counter of the bank to re-apply it.</p> <p>(三)使用「行動安全碼」立約人得於行動裝置網路連線狀態下，自行於「全球金融行動網」之「行動安全碼」管理介面選擇「停用行動安全碼」功能申請註銷，或經由「全球金融網」介面申請停用註銷。一經註銷即不得使用，如需恢復使用，立約人得至全球金融行動網線上重新驗證啟用。</p> <p>(3) The Contractor who utilizes Mobile OTP may connect his/her mobile device to the Internet and apply for cancellation, either by selecting the "Suspend Mobile OTP" function under the "Mobile OTP" administrative interface on Global eBanking Mobile, or by going to the interface of Global eBanking. Once cancelled, the Mobile OTP cannot be used. If the Contractor wishes to resume use of the Mobile OTP, he/she may go to Global eBanking Mobile and complete the authentication and activation process again.</p> <p>(四)立約人註銷全球金融網，既有動態密碼安控機制均併同註銷。</p> <p>(4) Where the Contractor applies for the cancellation of the Global eBanking service, the Bank will cancel dynamic password mechanism used by the Contractor as well.</p> <p>三、失效：</p> <p>3. Invalidation:</p> <p>(一)「e 碼寶貝」以內置之電池提供電力運作，電池有效期約為三至四年。電池耗盡後「e 碼寶貝」即失效。</p> <p>(1)OTP Token operates with built-in battery power. The battery may last for about three to four years. If the battery is drained, it cannot be used immediately.</p> <p>(二)「e 碼寶貝」或「行動安全碼」連續發生 3 次驗證錯誤：立約人以此兩類安控機制進行交易驗證，如有下列情況發生即為驗證錯誤，且任一動態密碼安控機制連續發生 3 次驗證錯誤後，該動態密碼安控機制之驗證功能自動失效。</p> <p>(2) If the OTP token or Mobile OTP verification error occurs for three consecutive times (inclusive): The Contractor uses these two types of security mechanisms to verify transactions. If the following conditions occur, it is a verification error, and if any dynamic password</p>



mechanism has three consecutive verification errors, the verification function of the dynamic password mechanism will automatically become invalid.

1.挑戰值或回應值錯誤：使用「e碼寶貝」或以「全球金融行動網」之QR Code掃描進行交易，過程中未將正確挑戰值輸入「e碼寶貝」，或未正確將動態密碼安全機制產生之「8位數動態密碼」鍵入交易頁面指定之輸入欄。

(I) The challenge value or response value is error: Use "OTP token" or use the QR Code scan of "Global eBanking Mobile" to conduct transactions, and fail to enter the correct challenge value in OTP token during the process, or incorrectly generate the "8-digit dynamic password" generated by the dynamic password mechanism is incorrectly entered into the specified input field on the transaction page.

2.安全密碼輸入錯誤：以「行動安全碼」執行交易時安全密碼輸入錯誤。

(II) The security password is entered incorrectly: the security password is entered incorrectly when the transaction is executed with the Mobile OTP.

(三)立約人使用「簡訊OTP」執行交易驗證，若未正確將收到之簡訊OTP輸入交易介面中，則視為驗證錯誤；如驗證錯誤連續達5次，「簡訊OTP」功能即失效。

(3) Where SMS OTP is used to verify a transaction, if the SMS OTP is not correctly entered into the input field designated on the transaction page, it is a verification error. Once 5 verification errors occurred consecutively, the SMS OTP service will become invalid automatically.

(四)安裝「行動安全碼」之行動裝置如經更改原廠之控制程序（如Jailbreaking、Rooting等），將導致「行動安全碼」無法使用。

(4) The Contractor has installed the Mobile OTP on the mobile device, if he/she change the original control program (such as Jailbreaking, Rooting, etc.), the Mobile OTP will not be available.

(五)立約人如遇「e碼寶貝」或「簡訊OTP」發生失效狀況，得填寫本申請書或「全球金融網使用者異動申請書」並赴銀行櫃臺辦理始能恢復使用；惟「e碼寶貝」因連續發生3次驗證錯誤導致失效之情形，立約人亦得電話聯絡銀行往來分行進行「e碼寶貝」同步作業以恢復使用；立約人以電話聯絡銀行辦理同步作業時，應提供使用者代碼、戶名與「e碼寶貝」卡號及兩組由該失效之「e碼寶貝」所產生之動態密碼，供銀行核對立約人之使用者身分後辦理。

(5) When the Contractor's OTP Token or SMS OTP becomes invalid, the Contractor may go to the Bank's counter to fill out this Application or "Global eBanking User Modification Request" form and go to the counter of the bank to restore the service. However, in case of failure of OTP token due to three consecutive verification errors, the contractor may also contact bank branch for OTP token synchronization operation to resume use; When contacting bank by telephone for synchronous operation, the Contractor shall provide the user code, account name and serial number of OTP token as well as two groups of dynamic passwords generated by the failure OTP token for bank to check the user identity of the contractor.

### 第三十二條 線上外匯交易

#### Article 32 Online foreign exchange transaction

一、外匯交易係指銀行掛牌之外幣對港幣及其他外幣之當日即期外匯交易。

1. Foreign exchange transaction refers to the same-day spot exchange between the Bank's quoted currencies and HKD and other foreign currencies.

二、已成交之外匯交易，不得撤銷。立約人如有重大違約情形，銀行得取消立約人線上外匯交易資格。

2. Completed foreign exchange transactions cannot be revoked. The Bank may remove the Contractor's entitlement to online foreign exchange services for committing major settlement defaults.

三、立約人與銀行線上外匯交易每筆最高金額依網路揭示金額為準。

3. The Contractor's online foreign exchange transactions are subject to the maximum limits disclosed in Internet Banking.

四、立約人得至銀行櫃台領取外匯水單。

4. The Contractor may collect foreign exchange memo from the Bank's counter.

### 第三十三條 網路操作

#### Article 33 Online operation

立約人應事先詳讀銀行公告或約定，及依照網路之指示步驟操作，如因操作不當或其他任何非可歸責於銀行之事由致有損及立約人權益情事發生時，立約人應自行負責，與銀行無涉。

The Contractor shall thoroughly understand the Bank's announcements or Agreements in advance, and follow the step-by-step online instructions when using Internet Banking services. The Contractor will be solely responsible for any losses or damages to the Contractor's interests that are caused by improper handling or other reasons not attributable the Bank's conducts; the Bank will not be held accountable in any way.

### 第三十四條 非營業時間狀況處理

#### Article 34 Processing outside business hours

營業時間外立約人發生任何線上交易無法處理時，不論是系統或業務上之問題，都須留待營業時間由人工處理。

Should the Contractor encounter incidents where online transactions placed outside service hours cannot be processed, such incidents can only be resolved during the service hours that follow, regardless whether it is a system or a business issue.

### 第三十五條 異常帳戶處理

#### Article 35 Response to extraordinary accounts

如經銀行研判本存款帳戶有疑似不法或不當使用之情事，或該帳戶經註記為警示帳戶，銀行得停止金融卡、電話語音轉帳、網路轉帳及其他電子支付轉帳之服務，並得將存戶之金融卡收回作廢。

If the Bank suspects that the Contractor's accounts are being used for illicit purposes, or the accounts are marked as Watch-Listed Accounts, the Bank may terminate the Contractor's entitlement to ATM card, phone banking, Internet Banking, and other electronic payment services at its discretion; the Bank may also confiscate and revoke the Contractor's ATM cards.

### 第三十六條 作業委外

#### Article 36 Outsourcing

立約人同意銀行為配合業務需要，得依中華民國金管會及香港金融管理局規定，將可委託其他機構處理之業務項目，委託其他機構處理，立約人可向銀行洽詢有關委外作業所揭露於受委託機構之資訊種類及受委託機構之名稱等資料，立約人並同意銀行得將其資料提供予受委託機構，受委託機構於處理及利用存戶資料時，仍應依法令規定及保守秘密。

The Contractor agrees that the Bank may outsource part of its business operations to outsiders to accommodate its business practices, subject to the governance of the Financial Supervisory Commission R.O.C as well as Hong Kong Monetary Authority. The Contractor may enquire to the Bank with regards to the names and profiles of subcontractors, as well as the types of information outsourced to them. The Contractor consents to the Bank for making data available to subcontractors, under the condition that the contractor is also bound by regulations to maintain secrecy while processing and making use of the Contractor's information.

### 第三十七條 電子開狀

#### Article 37 Electronic L/C

立約人申請銀行開發信用狀，倘經銀行核准，立約人願遵守下列各條款：

The Contractor agrees to comply with the following terms and conditions once the application to issue letters of credit is approved by the Bank:

一、關於信用狀下之匯票及(或)有關單據等，立約人一經銀行通知或提示匯票時，應立即贖單及付款或承兌並屆期照付。

1. After the Banks has advised or presented bills of exchange and/or any relevant documents under the letter of credit, the Contractor shall make immediate payments, or make acceptance and pay promptly upon maturity.

二、上項匯票或單據等縱在事後證實其為非真實、或屬偽造、或有其他瑕疵，概與銀行或銀行代理行無涉，其匯票或有關債務仍應由立約人照付。

2. Even if the aforementioned bills of exchange or any relevant documents are subsequently proven to be unauthentic, counterfeit, or flawed, the Bank and its agents will not be held accountable in any way; the Contractor will still be required to make payments to the bill of exchange or to debt obligations.

三、信用狀之傳遞錯誤、遲延或其解釋上之錯誤，及關於上述單據或單據所載貨物或貨物之品質或數量或價值等之全部或一部滅失、遲遞或未經抵達交貨地，以及貨物無論因在洋面、陸上運輸中，運抵後或因未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素各等情以致喪失或損害時，均與銀行或銀行代理行無涉，該匯票仍應由立約人兌付，所生一切債務仍應由立約人負責清償。

3. The Bank and its agents will not be held accountable for any errors regarding the delivery, delay, or interpretation of L/C, partial or total loss of the aforementioned documents or the underlying goods, deterioration in quality, quantity, or value of the underlying goods, delays, non-delivery, irrecoverable losses or damages due to the absence of insurance or under-insurance at sea or on land, or losses or damages caused by obstructions, retentions, or other factors attributed to the undertaker or any third parties. The Contractor is still required to accept the bill of exchange and pay all

- debts incurred.
- 四、與上述匯票及與匯票有關之債務，及立約人對銀行不論其現已發生或日後發生，已到期或尚未到期之其他債務，在未清償以前，銀行得就信用狀項下所購運之貨物逕行處分，實得價金用以償還對銀行之債務。立約人所有其他財產，例如存在銀行及分支機構或銀行所管轄範圍內之保證金、存款等，均任憑銀行處分，用以清償票款及其他債務。
4. The Bank is entitled to accept all goods purchased under the letter of credit and use the sales proceeds to offset the aforementioned bill of exchange and any debt obligations arising from which, as well as the Contractor's other debt obligations to the Bank, whether incurred or expected to incur, and whether matured or scheduled to mature at a later date. All other properties held by the Contractor, such as cash margins and deposits etc., held under the Bank or any of its branches, and wherever the Bank has control over, are subject to the Bank's disposal at its discretion to offset outstanding bills and debt obligations.
- 五、立約人並同意將信用狀項下之貨物單據返還請求權及結匯保證金未用款項返還請求權，設定質權予銀行，以擔保立約人依本約定書所負之一切債務。
5. The Contractor agrees to secure all debts arising from this Agreement by pledging the right to claim unused cash margins and the right to claim cargoes under the letter of credit to the Bank.
- 六、如上述匯票或債務到期而立約人不能照兌或給付時，或銀行因保障本身權益認為必要時，銀行得不經通知，有權決定將上述財產(包括貨物在內)以公開或其他方式自由變賣，就其實得價金扣除費用後抵償銀行借墊各款，毋須另行通知立約人，且債務之抵充方法及順序應依照相關法令之規定，但違約金之抵充順序應次於費用先於利息。
6. If the Contractor fails to accept the aforementioned bill or repay debt upon maturity, or whenever the Bank deems necessary to protect its own interests, the Bank may sell the above-mentioned properties (including the underlying goods) at its discretion without prior notice by way of public auction or any other methods. The sales proceeds net of all associated expenses will be used to offset bank loans and the Bank needs not inform the Contractor. The method and priority at which the debt is offset are subject to the relevant laws, however, the offset of default charges is subordinated to expenses and senior to interests.
- 七、立約人確認開狀申請書內容確與有關當局所發給之輸入許可證內所載各項條件及細則或有關交易文件絕對相符，倘因立約人疏忽，致信用狀未能如期開發，銀行概不負責，銀行且有刪改申請書內容，俾與輸入許可證所載者相符之權，此外，立約人應遵守國際商會最新修訂「信用狀統一慣例」之規定。
7. The Contractor ensures that all details stated in the L/C application are absolutely consistent with the terms of the import permit granted by relevant authorities, and consistent with all trade related documents. The Bank will not be held accountable for any delays in L/C issuance that is attributed to the Contractor's negligence. The Bank also reserves the rights to rectify Contractor's L/C application to conform to the import permit. Furthermore, the Contractor must comply with the newly revised "Uniform Customs and Practice for Documentary Credits" set forth by The International Chamber of Commerce.
- 八、信用狀如有展期或重開及修改任何條件之情事，立約人對於以上各款願絕對遵守，不因信用狀之展期重開或條件之修改而為任何異議。
8. The Contractor will fully comply with the above terms and conditions for any extensions, re-issuance, or amendments made to the letter of credit. The Contractor shall not object on the basis that extensions, re-issuance or amendments had been made on the L/C terms.
- 九、銀行為達成立約人之指示，得逕予指定另一銀行或金融機構為信用狀項下單據及/或匯票及有關各項應付款項之付款人，或利用另一銀行或金融機構之服務，如此辦理之費用及風險，均歸立約人負擔。如發生受益人或通知(押匯)銀行拒絕/未能支付信用狀規定由受益人負擔之銀行費用，立約人願無條件償付上述全部費用予銀行。
9. In order to fulfill the Contractor's instructions, the Bank may appoint another bank or financial institution as the payer for all amounts payable under the letter of credit and/or bill of exchange, or use the services provided by other banks or financial institution. The Contractor shall bear all charges and risks involved in this arrangement. If the beneficiary or the advising (negotiating) bank rejects/fails to pay the bank charges which are supposedly borne by the beneficiary under the L/C terms, the Contractor agrees to make such payments unconditionally to the Bank.
- 十、立約人除得填具信用狀申請書申請開發信用狀外，亦得於銀行網站或網際優勢公司之 CDS 金融服務平台之線上開狀系統輸入開發信用狀申請書各項資料申請，其效力與書面申請相同；立約人並同意遵守相關法令之規範。
10. The Contractor can raise L/C issuance request by either completing L/C applications, submitting via the Bank's website, or using the online L/C issuance services offered by the CDS financial service platform of Universal eXchange Inc. Electronic applications are just as effective as a written application. The Contractor also agrees to comply with the relevant laws.
- 十一、立約人向銀行申請開發信用狀即視為向銀行申請動用購料借款。
11. The Contractor's L/C issuance application will also constitute an application for inventory financing.
- 十二、除另有約定外，信用狀如有下列情形之一者，立約人同意 貴行毋須通知立約人或信用狀交易所涉之任何人，即得拒絕、暫時或終止交易或業務關係，以遵循防制洗錢及打擊資恐等相關法令規定：
12. Unless otherwise stipulated, the Contractor agrees the Bank shall be entitled to refuse or temporarily cease or terminate transaction or business relationship whenever necessary without a prior notice to the Contractor or any person involved in the transaction of this Letter of Credit, for the purpose of complying the laws and ordinances concerning anti-money laundering and counter-terrorist financing, if any of the following circumstances:
- (1)立約人或信用狀交易所涉之任何人為聯合國、美國、歐盟、外國政府或國際組織公告、監管或執行經濟或貿易制裁之對象或主體(下稱「受經濟制裁之人」)，或係遭受經濟制裁之人擁有或控制，或與受經濟制裁之人有所關連。
- (1)The Contractor or any person involved in the transaction of this Letter of Credit is the subject of any economic and trade sanctions, hereinafter "Sanctions", who is announced, supervised or enforced by the United Nations, United States, the European Union, foreign governments or international organizations, or is owned or controlled by Sanctions, or be involved with Sanctions.
- (2)立約人或信用狀交易所涉之任何人為法務部、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。
- (2)The Contractor or any person involved in the transaction of this Letter of Credit are terrorists or terrorist groups presumed or investigated by Ministry of Justice or foreign governments or international anti-money laundering organizations.
- (3)立約人或信用狀交易所涉之任何人座落、設立或居住於遭聯合國、美國、歐盟、外國政府或國際組織經濟制裁，或其政府受經濟制裁之國家或領域。
- (3)The Contractor or any person involved in the transaction of this Letter of Credit is located, organized or residing in a country or territory, that is, or whose government is, sanctioned under economic and trade sanctions imposed by the United Nations, United States, the European Union, foreign governments or international organizations.
- (4)立約人不配合銀行審視，或拒絕提供實質受益人、對客戶行使控制權之人及其他銀行要求提供之必要資訊，或不願配合說明交易之性質、目的或資金來源。
- (4)The Contractor refuse to be reviewed, or refuse to provide information on actual beneficiary or persons having control over the Contractors, or fail to provide explanation on the nature and purpose of transactions or source of funds.

第三十八條 契約修訂  
Article 38 Amendments

立約人同意日後若銀行就全球金融網新增或調整服務項目時，銀行得隨時增刪該項服務項目之約定內容，並將其公告於銀行官方網站。  
The Contractor agrees that if the Bank launches or adjusts services of the Global eBanking, the Bank may add and revise the agreed content of the Global eBanking services at any time and announce it on the Bank's official website.

本契約約款如有修改或增刪時，銀行應於變更前三十日以書面、網站公告、登入網頁說明、Email 或其他雙方約定方式通知立約人，立約人於期間不為異議者，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前以書面、網站公告、登入網頁說明、Email 或其他雙方約定方式通知立約人，並於該書面、網站公告、登入網頁說明、Email 或其他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，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前項得異議時間內通知銀行終止契約：

In case of any revision, addition or deletion of any terms and conditions of this agreement, the Bank shall give notice to the Contractor in writing, website publication, statement on log-in page, email or any other manner agreed by both parties 30 days before the change, if the Contractor does not voice an objection during such period, the Contractor shall be deemed to have agreed to such revision, addition or deletion. However, if any of the following matters is changed, a notice shall be given to the Contractor in writing, by website publication, statement on log-in page, email or in any other manner agreed by both parties 60 days before the change, specifying the changes, the new provision verses the old provision and advising the Contractor that an objection may be filed before the change takes effect and that if the Contractor does not voice an objection during such period, the Contractor shall be deemed to have agreed to the revision, addition or deletion. The Contractor shall also be advised that, if there is any objection, a notice should be given to the Bank to

terminate the agreement before the objection period under this paragraph.

一、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，銀行或立約人通知他方之方式。

1. The manner in which the Bank or the Contractor notifies the other party of the fraudulent or unauthorised use by a third party of the user code, passcode, certificate, private key, or any other circumstances not legally authorized.

二、其他經主管機關規定之事項。

2. Other situations provided by the competent authority.

第三十九條  
Article 39

立約人終止契約

Contractor's termination of this Agreement

立約人得於終止日三十日前親自、或以書面、電子文件(包含 Email)或雙方約定之方式辦理終止本契約。

The Contractor may terminate this Agreement at least 30 days in advance, provided that the termination request is made in person, in writing, electronic documents(including Email) or other methods agreed by both parties.

第四十條  
Article 40

銀行暫停交易及終止契約

Bank's suspension and termination of this Agreement

立約人有下列情事之一者，銀行得隨時暫停存款帳戶及其全球金融網業務之服務或暫時停止或終止業務關係：

If the Contractor has any of the following events, the Bank may suspend the deposit account and the Global eBanking services at any time or temporarily suspend or terminate business relationships :

一、不配合核對或重新核對身分者。

1. Failure to cooperate with identity verification or re-verification.

二、提供不實資料開立帳戶者。

2. Provision of false information to open an account.

三、利用帳戶從事詐欺、洗錢等不法行為者。

3. Use the account to engage in illegal conduct such as fraud or money laundering.

四、帳戶經查屬偽冒開戶者。

4. It is discovered that the account was opened in a fraudulent manner.

五、帳戶經通報為警示帳戶者。

5. The account is reported as an alert account.

六、帳戶屬衍生管制帳戶者。

6. The account is an account of derivative control.

七、帳戶發生異常交易之情形。

7. Anomalous transactions in the account.

八、不配合銀行定期審視、更新客戶資料。

8. Failure to cooperate with regular review and update of Application information by the Bank.

九、對交易之性質與目的或資金來源不願配合說明者。

9. Failure to provide explanation about the nature and purpose of transaction or the source of funding.

十、帳戶往來資金疑似源自貪瀆或濫用公共資產時。

10. Account deals with funds that are suspicious of corruption or abuse of public assets.

十一、拒絕提供實質受益人或對立約人行使控制權之人等資訊。

11. The Contractor refuses to provide information of the actual beneficiary or the person exercising control over the Contractor.

銀行終止本契約時，須於終止日三十日前以書面、電子文件(包含 Email)或雙方約定之方式通知立約人終止本契約。但立約人如有下列情事之一者，銀行得隨時以書面、電子文件(包含 Email)或其他約定方式通知立約人終止本契約：

The Bank shall notify the Contractor at least 30 days in advance when terminating this agreement. However, in any of the following circumstances, the Bank may terminate this Agreement in writing, electronic documents(including Email) or using any other agreed methods at anytime:

一、立約人未經銀行同意，擅自將契約之權利或義務轉讓第三人者。

1. The Contractor has assigned the rights or obligations hereunder to any third party without the Bank's consent.

二、立約人聲請(或遭他人聲請)破產、和解、解散、重整、停止營業之情形(不問各該相關機關是否核准)或被任何金融機構列為拒絕往來戶之情形者。

2. The Contractor declares (or is declared) to file for bankruptcy, dispute settlement, liquidation, restructuring, or business suspension (whether or not approved by the authority), or becomes blacklisted by any financial institution.

三、立約人違反本契約第十四條至第十六條之規定者。

3. The Contractor has violated Articles 14 to 16 of this Agreement.

四、立約人違反本契約之其他約定，經催告限期請求改善或履行未果者。

4. The Contractor has violated any of the other terms and conditions of this Agreement, and fails to cure such violation before deadline noticed by the Bank.

第四十一條  
Article 41

法律適用

Governing law

關於本契約事項，除雙方有特別約定者外，適用中華民國法律。

Unless otherwise agreed by both parties hereto, this Agreement shall be governed by the laws of the Republic of China.

同一條款之中英文內容如有歧異，以英文版本為準

This Agreement is made in Chinese and English. The English version of this Agreement prevails if any discrepancy is found between the two versions.

第四十二條  
Article 42

法院管轄

Jurisdiction

因本契約而涉訟者，雙方同意以台灣台北地方法院為第一審管轄法院。

Both parties hereto agree to that Taiwan Taipei District Court shall be the court of first instance to hear any dispute arising from this Agreement.

第四十三條  
Article 43

標題

Heading

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

The headings in this Agreement are provided for reference purpose only, and have no effect on the interpretation, description, and understanding of the Agreement.

第四十四條  
Article 44

契約分存

Agreement copies

本契約壹式貳份，由銀行及立約人各執壹份為憑。

This Agreement is made in duplicate; both the Bank and the Contractor shall retain one copy of the Agreement.

第四十五條  
Article 45

履行個人資料保護法告知義務

Fulfillment of personal data protection laws to inform the parties of Others obligations

銀行依據中華民國個人資料保護法(以下稱個資法)第八條第一項規定，謹向具中華民國國籍之立約人告知下列事項，請詳閱：

In accordance with the Article 8 of Personal Information Protection Act in Republic Of China ( 'Act' ) which stipulates that the following items should be notified expressly by the Bank. Please read the following items carefully.

一、蒐集之目的：

1.Purpose of Collection:

(一) 提供全球金融網服務及辦理全球金融網業務不定期舉辦之各項業務行銷活動。

(1)For the specific purpose of providing the service of Global eBanking Services and handle the marketing activities of Global eBanking held from time to time.

(二) 存款與匯款

(2)Deposits and Remittances.

- (三) 信託業務
- (3) Trust business.
- (四) 信用卡、現金卡、轉帳卡或電子票證業務
- (4) Credit card, Cash card, Debit card or Electronic ticket business.
- (五) 授信業務
- (5) Loan business.
- (六) 行銷業務 (包含金控共同行銷業務)
- (6) Marketing business. (include cross-selling with the Mega Holdings)
- (七) 銀行其他經營合於營業登記項目或組織章程之業務
- (7) Other bank businesses which conformed to commercial register items or articles of incorporation.
- (八) 依法令規定及金融監理需要，所為之蒐集處理及利用
- (8) Collection, processing, and use is made to fulfill the legal obligations, to comply with the relevant laws, and to meet the needs of financial supervision.
- (九) 內部統計、研究分析與管理需要。
- (9) For internal statistical analysis, research, and management.

二、蒐集之個人資料類別：

2. Type of Personal Information to be Collected:

- (一) 姓名、身分證統一編號、聯絡方式及其他立約人填具「全球金融網申請暨服務約定書」載明項目及服務網頁列示項目 (網址：<https://www.global-ebanking.com>) 等資料類別。
- (1) Name, national identification number (or other identification numbers), contact methods, other information specified in the "Global eBanking Services" Application Form and Service Agreement of the project and the website list items (URL: <https://www.global-ebanking.com>) and other categories of information.

- (二) 往來交易資料、信用資料、投資資料、保險資料。

- (2) Contractor's transactions information, credit information, investment information and insurance information.

三、個人資料利用之期間、地區、對象及方式：

3. Time Period, Area, and Manners of Use of Personal Information, and Entities that May Use the Personal Information:

- (一) 期間：個人資料蒐集之特定目的存續期間，或依相關法令所定 (例如商業會計法等) 或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以孰後屆至者為準)

- (1) Time Period: The period of existence of the specific purpose for which the personal information is collected, or the period determined in accordance with the applicable laws (such as the Business Entity Accounting Act) or the information retention period necessary for the Bank to conduct its business or agreed in the respective contract (the latter will prevail).

- (二) 地區：下列揭示利用「對象」之國內及國外所在地。

- (2) Area: Any domestic and overseas location where the "entities that may use the personal information" described in the following paragraph are situated.

- (三) 對象：銀行及受銀行委託處理事務之委外機構、依法令規定利用之機構 (例如：銀行所屬金融控股公司)、其他業務相關之機構【例如：銀行海外分支機構、通匯行 (含原始匯款行、解款行、中間銀行)、財團法人聯合徵信中心、財金資訊股份有限公司、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者】、依法有權機關或金融監理機關、臺端同意之對象 (例如銀行共同行銷或交互運用立約人資料之公司、與銀行合作推廣業務之公司等)。

- (3) Entities that May Use the Personal Information: The Bank and any organizations entrusted by the Bank for the purpose of handling operational matters, institutions that use the information in accordance with the law (such as the financial holding company, with which the bank is affiliated), other business-related entities [such as overseas branches of the Bank, correspondent banks (including original remittance banks, paying banks and intermediary banks), the Joint Credit Information Center, the Financial Information Service Co., Ltd. and any recipients of internationally transmitted personal information not subject to restrictions imposed by the central industrial relevant authority], legally authorized organizations or financial supervisory authorities, and any entities approved by you (such as companies engaging in joint marketing activities or exchanges of Contractor information with the Bank, enterprises cooperating with the Bank to promote business, etc.).

- (四) 方式：符合個人資料相關法令以自動化機器或其他非自動化之利用方式。

- (4) Manners of Use: Personal information shall be used / processed by automatic machines or non-automatic measures in compliance with the relevant personal information protection laws and regulations.

四、依據個資法第三條規定，立約人就銀行保有立約人之個人資料得行使下列權利：

4. The Contractor may exercise the following rights with regard to personal information of the Contractor kept by the Bank pursuant to Article 3 of the Act:

- (一) 得向銀行查詢、請求閱覽或請求製給複製本，而銀行依法得酌收必要成本費用。

- (1) Make inquiries, request a review or a duplicate copy of personal information from the Bank, and the Bank may charge a reasonable and necessary fee pursuant to the applicable laws.

- (二) 得向銀行請求補充或更正，惟依法立約人應為適當之釋明。

- (2) Request the Bank to supplement or rectify any error, provided that you must provide the Bank with the adequate explanation pursuant to the applicable laws.

- (三) 得向銀行請求停止蒐集、處理或利用及請求刪除，惟依法銀行因執行業務所必須者，得不依立約人請求為之。

- (3) Request the Bank to discontinue the collection, processing, or use of personal information and to delete it. However, the Bank may refuse your request if your information is necessary for the Bank to conduct its business pursuant to the applicable laws.

五、立約人不提供個人資料所致權益之影響：

5. Contractor may freely choose whether or not to provide relevant personal information.

立約人得自由選擇是否提供相關個人資料，惟立約人若拒絕提供相關個人資料，銀行將無法進行必要之審核及處理作業，致無法提供立約人相關服務。

However, if Contractor refuses to provide relevant personal information, the Bank will not be able to proceed with the necessary review or procedure and therefore will not be able to provide the Contractor of relevant services.