

兆豐國際商業銀行全球金融網服務約定事項 **115.03**

Terms and Conditions of Mega International Commercial Bank Global eBanking Services

第一條 契約之適用範圍

Article 1. 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 名詞定義

Article 2. 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、「電子文件」：指文字、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. "Electronic Document": refers to records made in the form of text, sound, images, video, symbols, or other data, created in a manner that is not directly perceivable to the human senses, and designed to represent the intent of the document for electronic processing purposes.
- 四、「電子簽章」：指依附於電子文件並與其相關連，用以辨識及確認電子文件簽署人身份、資格及電子文件真偽者。
4. "Electronic Signature": Refers to a signature that is attached to an electronic document and associated with it, used to identify and confirm the identity, qualifications, and authenticity of the signatory of the electronic document.
- 五、「數位簽章」(Digital Signature)：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。另依「電子簽章法」規定，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，得以公開金鑰加以驗證，並具憑證機構簽發之憑證者，屬於電子簽章之一種。
5. "Digital Signature": Refers to the electronic identification code or symbol attached to the electronic message transmitted by the Bank and the contractor, recognized by both parties as the signature of one party to confirm the identity of the message sender. According to the "Electronic Signature Act," it refers to the process where an electronic document is mathematically processed or otherwise converted into a fixed-length digital data string, encrypted with the signer's private key, forming an electronic signature. This signature can be verified with the corresponding public key and is issued by a certificate authority, making it a type of electronic signature.
- 六、「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。
6. "Private Key": refers to the piece of a paired digital data retained by the signature producer; this digital data is used for decrypting and producing digital signatures.
- 七、「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。
7. "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.
- 八、「憑證機構」(Certification Authority)：指簽發憑證之機關、法人，於憑證申請人使用簽章憑證服務時，驗證憑證申請人身份資料正確性及其與待驗證公開金鑰間之關連性後，並據以簽發公開金鑰憑證之單位。
8. "Certification Authority": Refers to the organization or legal entity that issues certificates. When a certificate applicant uses a signing certificate service, the certification authority verifies the accuracy of the applicant's identity information and the relationship between the information and the public key to be verified, and then issues the public key certificate based on this verification.
- 九、「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。
9. "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.
- 十、「服務時間」：指週一至週五上午九點至下午三點三十分，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。
10. "Service Hours": 9:00 a.m. to 3:30 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.
- 十一、「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。
11. "Account": refers to the demand deposit account which the Contractor had designated to make payments from, as agreed in writing by both counterparties to the Agreement.
- 十二、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。
12. 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.
- 十三、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。
13. 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.
- 十四、全球金融行動網：指銀行於 Android 平台(Google Play)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。
14. Global Mobile eBanking : Refers to the "Global Mobile eBanking" software that the Bank provides on Android platform (Google Play) 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.
- 十五、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。
15. 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.
- 十六、動態密碼管控機制：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「動態密碼管控機制」。
16. 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.

- 十七、實體動態密碼卡(以下稱「e碼寶」):係產生OTP之實體載具。載具面板設有按鈕及螢幕,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密碼供立約人填回交易網頁指定欄位,經系統驗證以完成交易。
17. 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.
- 十八、簡訊動態密碼(以下稱「簡訊OTP」):係指立約人與銀行約定手機號碼後,銀行資訊系統依立約人申請服務或交易內容所產生之動態密碼(OTP),該動態密碼經由電信業者簡訊系統發送立約人所指定之手機門號,立約人須自行將收到之簡訊OTP輸入交易介面欄位中。此安控僅限於管理中心使用者(管理主管/管理經辦)設定管理中心各項交易,不得作為網銀交易認證使用。
18. Short Message Service One-Time Password (hereinafter "SMS OTP"):Refers to the dynamic password generated by the Bank's information system in response to Customers' application for services or transactions. The password will be sent to the mobile phone number that Customers registered with the Bank via the telecommunications company's SMS system (including but not limited to App push notification). Customers shall then enter the received SMS OTP into the designated field of the transaction interface to complete the authentication. This security mechanism is limited to Administrative Center users (Access Administrator/Access operator) to configure various transactions within the Administrative Center, and shall not be used as authentication for online banking transactions.
- 十九、行動安全碼(亦稱「Mobile OTP」):係指立約人與銀行申請並約定公司代表手機號碼後,立約人指定其行動安全碼使用人員權限並由銀行或管理主管配發綁定,立約人須於「全球金融行動網」中驗證啟用成功並自訂安全密碼,在申請服務或交易時將自訂之安全密碼輸入交易介面欄位中,以完成交易驗證。
19. Mobile One-Time Password ("Mobile OTP"): The Contractor applies to the Bank and both parties agree upon a company mobile phone number. The Contractor then assigns authorities to users of his/her Mobile OTP, which authorities are then be distributed or bound by the Bank or the Access Administrator. The Contractor shall successfully authenticate the password on Global eBanking Mobile and customize the security password, which can be entered into the designated field of a transaction interface when applying for services or transactions so that transaction authentication can be completed.
- 二十、快速登入:視立約人持有之行動裝置系統所提供之功能自行選擇是否啟用快速登入,啟用成功後可免再輸入登入資訊(企業戶代碼、使用者代碼、使用者密碼),改以圖形密碼或生物特徵辨識(如:指紋辨識或臉部辨識)方式登入全球金融行動網,立約人啟用快速登入成功時,即完成行動裝置綁定。
20. Quick Login:The Contractor may choose whether to enable the quick login function depending on the system functions of their mobile devices. After quick login is enabled successfully, the Contractor no longer needs to enter the login information (company ID, user name, and user password) and the Contractor may change to pattern recognition or biometrics (such as fingerprint or face recognition) to log in to Global eBanking Mobile whenever they want. Once the Contractor successfully enables quick login, the mobile device binding is completed.

第三條 網頁之確認
Article 3. 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 連線所使用之網路
Article 4. 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。
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.

第五條 電子訊息之接收與回應
Article 5. Receiving and responding Electronic Messages
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。但銀行可確定立約人身分時,應將內容無法辨識之事實通知立約人。
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.

第六條 電子訊息不執行事由
Article 6. Non-execution of Electronic Messages
如有下列情形之一,銀行將不執行任何接收之電子訊息:
In the occurrence of any following events, the Bank may refuse to execute any Electronic Messages received:
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。
1. When the Bank has substantiated reasonable doubt regarding the authenticity of the Electronic Message or the correctness of instructions carried within the message.
二、銀行依據電子訊息處理,將違反相關法令之規定者。
2. When the Bank is subject to violations against the law or regulations should it choose to process the Electronic Message.
三、銀行因立約人之原因而無法於帳戶扣取立約人應支付之費用者。
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.

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。

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.

第七條 電子訊息交換作業時限
Article 7. Timeframe for Electronic Message exchanges
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。
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.
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。
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.

第八條 費用
Article 8. Fees
立約人使用本契約服務,同意依銀行所訂定之收費標準繳納各項交易處理服務費及安控裝備費,交易處理服務費包括 1.新臺幣轉帳及匯款手續費 2.

國外匯款手續費及郵電費 3.傳真、Email 或簡訊通知服務費，安控裝備費包括 1.電子憑證認證服務費 2.各類安控裝備（如晶片卡、讀卡機、e 碼寶貝等）費用。

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 bank service. Transaction processing fees include: 1. NTD fund transfer and remittance fees; 2. foreign remittance and cable charges; 3. fax, Email, or SMS charges. Security charges include: 1. electronic certification charges; 2. Charges of various security devices (e.g. IC cards, card readers, OTP tokens etc).

前項交易處理服務費授權銀行於交易時自立約人之帳戶內自動扣除，安控裝備費則應於申請時或展期時繳納。

The Contractor authorizes the bank to collect the abovementioned transaction processing service fees from the Contractor's account at the time of occurrence, and collect security charges at the time of application or extension.

銀行之收費標準（詳如附件「兆豐國際商業銀行電子金融業務收費標準一覽表」），於銀行網站上公告，訂約後如有調整，銀行應於調整前六十日以上時間進行公告，同時告知立約人得於該期間內終止契約，逾期未終止者，視為承認該調整，但收費標準調整有利於立約人者不在此限。

The bank's rates (please refer to "Mega International Commercial Bank Electronic Financing Services Fee Sheet" for details) will be published on the bank's website. The bank shall announce all subsequent changes at least 60 days in advance, and notify the Contractor the right to terminate during this period, except for adjustment of the bank's rates advantageous to the Contractor. The Contractor will be deemed to have acknowledged the adjustment if no termination request is raised at the end of the period.

立約人應繳納之稅捐，應依本契約交易立約人應繳納之稅捐法令規定辦理，並授權銀行自立約人帳戶內自動扣繳。

The Contractor is subject to taxation in accordance with the relevant tax laws. The Contractor also authorizes the bank to collect tax payments from the Contractor's account.

第九條 立約人軟硬體安裝與風險

Article 9 Contractor's software and hardware installation, and the risks involved

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。

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.

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。

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.

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。

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.

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。

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.

第十條 立約人連線與責任

Article 10 Contractor's connection and responsibility

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。

Where any special arrangements exist between the Bank and the Contractor, connection may commence only after the necessary tests are completed.

立約人對銀行所提供之使用者代碼、密碼、憑證、軟硬體及相關文件，應負保管之責。

The Contractor is responsible for safekeeping the user name, PIN code, certificate, software, hardware, and all relevant documentation provided by the Bank.

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。

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.

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。

The Contractor will also be required to return all equipment and documentation offered by the Bank upon contract termination.

第十一條 交易核對

Article 11 Transaction verification

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。

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.

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。

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.

第十二條 電子訊息錯誤之處理

Article 12 Responses to errors in Electronic Messages

立約人利用本契約之服務，如其電子訊息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。

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.

第十三條 內部控制

Article 13 Internal control

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。

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.

第十四條 電子訊息之合法授權與責任

Article 14 Authorization and responsibilities associated with Electronic Messages

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碼、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之行為導致之遲延、錯誤或損失，立約人應自負其責。

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 user name, 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.

第十五條
Article 15

資料安全

Data security

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。

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.

因第三人破解授權使用者代碼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。

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 user name and PIN code.

第十六條
Article 16

保密義務

Obligations to confidentiality

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。

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.

第十七條
Article 17

損害賠償責任

Damage compensation

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。

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.

第十八條
Article 18

不可抗力

Force majeure

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。

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.

第十九條
Article 19

紀錄保存

Record retention

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。

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.

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。

The Bank shall exercise its duties of care as a prudent administrator to maintain the aforementioned records. These records are to be retained for at least five years.

第二十條
Article 20

電子訊息之效力

Effectiveness of electronic messages

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。

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.

第二十一條
Article 21

文書送達

Service of documents

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。

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.

第二十二條
Article 22

網路銀行登入密碼

Internet Banking login PIN code

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
Article 23

網路銀行雙重登入驗證

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 e 碼寶貝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 OTP token.

第二十四條
Article 24

新臺幣轉帳交易

NTD fund transfer

一、開立新臺幣活期性存款帳戶（含支票存款）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帳號，或辦理國外匯款，轉入帳號如為銀行同業帳號，或辦理國外匯款時，有關之手續費同意銀行逕自立約人帳戶內扣取。

1. Contractors with NTD demand deposit accounts (including check deposit) must designate the account as a payer account in writing. Contractors may then designate payee accounts or conduct overseas remittance, either online or in writing. For overseas remittance or transfers into a other

- bank accounts, the Contractor agrees to have the Bank collect all handling charges up front from the Contractor's account.
- 二、立約人得視各帳戶實際需要，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。約定帳戶轉帳部分，如立約人未約定轉帳金額，則每戶每筆轉出金額、每日累計轉出金額及每月累計轉出金額均設定為新臺幣零元。非約定帳戶轉帳部分，以電子憑證放行交易者，每戶每筆轉出金額最高不得逾新臺幣二百萬元，每日累計轉出限額不受此限制；以 e 碼寶貝放行交易者，每戶每筆及每日累計轉出金額最高不得逾新臺幣二百萬元；以行動安全碼放行交易者，每戶每筆最高限額為新台幣三十萬元，每日累計最高限額為新台幣五十萬元。
2. The Contractor may prescribe limits on outward transfers per transaction, per day, and per month for every account to accommodate practical needs. Transfers from any designated payee accounts will be capped at NTD 0 by default, per transaction, per day and per month if the Contractor does not specify any limits. Transfers from any non-designated accounts, for those who use electronic certificate to release transactions, the maximum single transaction limit per account shall not exceed NT\$2 million, and the daily cumulative transfer limit is not subject to this limitation; for those who use OTP token to release transactions, the maximum single transaction limit per account and daily cumulative transfer shall not exceed NT\$2 million; for those who use the Mobile OTP to release the transaction, the maximum single transaction limit per account is NT\$300,000, and the daily cumulative maximum limit is NT\$500,000.
- 三、立約人如欲使用行動安全碼進行非約定轉帳交易，倘交易簽核流程分層級且不可由同一人獨自完成交易者，系統預設自動開啟行動安全碼非約定轉帳功能；符合下列情形之一者，立約人須另行申請啟用行動安全碼非約定轉帳功能：
- (一)未申請管理中心。
- (二)有申請管理中心且交易簽核流程採不分層級。
- (三)有申請管理中心，交易簽核流程分層級但允許同一人連續執行交易(經系統判定使用者可獨自一人完成交易)者。
- 符合上述情形之立約人如欲申請啟用行動安全碼非約定轉帳功能，或放行人員有更換行動裝置，或於首次申請啟用非約定轉帳功能後超過 30 日未完成行動安全碼啟用設定者，須至銀行臨櫃申請，或由放行人員自行於線上以電子憑證或 e 碼寶貝申請，始得以行動安全碼放行非約定帳戶轉帳交易。
3. The Contractor uses the Mobile OTP to perform non-designated accounts transfer transactions, and the transaction with approval procedures and cannot complete the transaction alone, then the Mobile OTP non-designated accounts transfer function is automatically turned on by default. However, the Contractor who meet the following conditions must additionally apply for a Mobile OTP to enable the non-designated transfer function:
- (I) Did not apply for the administrative center.
- (II) Apply to the administrative center and the transaction without approval procedures.
- (III) Apply to the administrative center and the transaction with approval procedures and permit continuous transaction authority to the same person (The system determines that the user can complete the transaction alone).
- In the above circumstances, the Contractor has not applied for the Mobile OTP to enable the non-designated accounts transfer function, or the release personnel replace the mobile device, or Apply for Mobile OTP for the first time to enable non-designated accounts function has not completed the activation setting for more than 30 days. It is necessary to apply at the counter or by the release staff to use the electronic certificate or OTP token to apply for the Mobile OTP to enable the non-designated accounts transfer function.
- 四、新臺幣轉帳交易時間，不論是否為銀行營業日，銀行均提供二十四小時服務，若於銀行營業時間(週一至週五下午)結束後操作者，則視為次一營業日帳。立約人請儘量避免集中在尖峰時間使用網路跨行轉帳，以免因匯款數量太大時發生網路擁塞現象，致影響立約人權益。
4. The Bank offers 24-hour services for NTD fund transfers, regardless of whether it is a banking business day. Transaction requests that are received after banking hours (Monday to Friday afternoon) are posted to the following business day. Contractors should avoid making inter-bank transfers during peak hours, thereby avoiding network congestions caused by excessive transaction volume, which may be detrimental to the Contractor's interests.
- 五、以全球金融網於營業時間外(含假日)辦理轉帳及匯款存入之活期性存款，皆於存入當日開始計息，當日之切換點以 24 時為基礎。
5. The current deposits that are transferred and remitted through the Global eBanking during non-working hours (including holidays) shall begin to carry interest on the day of deposit. The switching point of the day will be based on 24:00.
- 六、繳交各項稅(費)：
6. Bill/Tax Payment
- (一)繳費服務 Bill Payment service：
- 1.全球金融網之繳費類別包括信用卡帳單、電信費、學雜費、保險費、國民年金、勞保費、勞工退休金、健保費及本行保管箱費用等，其繳費項目細項列示本行網站。
- (I)The payment service of Global eBanking includes credit card bill, phone bill, tuition fee, insurance premium, National Pension, labor insurance, labor pension, health insurance premium, safe deposit box fee...etc, the details of the payment items is listed on the website of the Bank.
- 2.繳交分行業務款項 Branch payment：
- (1)立約人可於線上指定自約定轉出帳戶繳交分行各類業務款項，業務類別包括存款、國內匯兌、國外匯兌、授信、消費金融、進口、出口、債券附買回、繳稅費及其他業務等。本項功能限於立約人繳交應給付分行之各業務相關費用或授信還款等用途，並以分行為最終受款人，且不得再變更用途。
- i.Branch payment: The Contractor could online designate a pre-designated account to make various services payment to the Bank. The service types include deposit, domestic remittance, international remittance, credit, consumer finance, import, export, bond repurchase, taxes, and other services. This function is limited to the use of payment of business fees or loan repayments made by the Contractor to the branch. The branch shall be the last recipient, and shall not follow the Contractor's instruction to appropriate such payments to other uses.
- (2)選擇繳稅費之業務類別者，可供客戶繳交臨櫃可代收之限定性繳稅費項目，如各項稅款、水、電、瓦斯等公用事業和各大電信公司之費用。立約人於本功能辦理繳費者，須將相關繳費單據送達指定分行。
- ii. Tax payments made using this function are restrained to a variety of taxes that can be paid at the counter by the Contractor, e.g., the various taxes, water, electricity, gas, and other public utility fees, and major telecommunication company fees. Those who made payments using this function on behalf of the Contractor shall deliver relevant payment bills to the designated branch.
- (二)繳稅服務 Tax payment service：
- 1.商港服務費/推廣貿易服務費：立約人憑繳納證編號繳交應繳服務費。
- (I)Harbor service fee/ trade promotion service charge：The Contractor makes the payment of chargeable service fee by the memo number.
- 2.海關進口關稅：立約人憑稅單號碼繳交應繳稅額，單筆最多可輸入九筆稅單號碼，且海、空運稅單應分開繳納。
- (II) Import tariff：The Contractor pay the chargeable taxes by the sequence number of duty memo, each payment could insert maximum of nine sequence number. Duty memo of marine and aerial transportation shall be paid separately.
- 3.各項稅款：立約人可透過全球金融網繳交各項稅款，包括所得稅、營業稅、營所稅、牌照稅、房屋稅及地價稅等；繳稅交易時間不論是否為本行營業日，本行均提供二十四小時服務，各項稅款截止繳稅時間為政府機關繳稅通知所載繳稅截止日當日二十四時，逾期即無法受理，立約人須臨櫃繳納；每筆稅款金額須小於新臺幣 200 萬元(含)。
- (III) Various taxes：The Contractor could pay various taxes which include income tax, business tax, business receipts tax, license tax, house tax and land value tax through Global eBanking. Regardless of whether the tax payment day is the Bank's business day, Global eBanking provides 24 hours' service. The various taxes payment deadline is within 24 hours of the date stated in tax payment notification from the government agency. Overdue payment is not accepted and the Contractor shall make counter payment. The amount of each tax payment must be less than NT\$2 million (inclusive).

第二十五條 外幣轉帳交易

Article 25 Foreign currency transfer

- 一、開立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，或海外聯網分行之存款帳戶，或海外聯網分行間相互轉帳，或轉匯國內他行，或辦理國外匯款。
1. Contractors with 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 Overseas Branch networking as payee accounts, or transfer funds between Overseas Branch networking, remit to other domestic banks, or conduct international remittance either online or in writing.
- 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、每日累計轉出金額及每月累計轉出金額均設定為零元，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 0, per account, per transaction, per day and per month. 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.

第二十六條 國外分行轉帳交易

Article 26

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.

第二十七條 媒體檔案傳送

Article 27

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 Overseas Branch has its own regulations, and the clients shall conduct accordingly.

第二十七條之一 非交易指示文件之媒體檔案傳送

Article 27-1

Non-transaction instruction documents transferred through media file

立約人得透過本業務之收付款-轉帳付款-媒體檔案上傳功能傳送交易實需佐證資訊(如訂單、發票等電子檔案或財會系統產生之電子文件)，此類非交易指示文件，無須與本行簽訂電子傳送交易指示約定書，惟傳送至本行處理時，應依本行相關業務規定與分行櫃員確認傳送資訊內容。

The Contractor could send the electronic transaction instruction relevant information through the Bank's Global eBanking service - payment & Collection-Payment-Upload(e.g., electronic file such as orders and invoices or electronic document generated by the accounting system). The contractor does not need to sign the Electronic Delivery Agreement with the Bank when transmitting such non-transaction instruction documents. However, when Contractor sent the non-transaction instruction documents to the Bank for processing, the content of the information should be confirmed with the branch in accordance with the Bank's relevant business internal rules.

第二十八條

Article 28

服務項目附加功能

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、辦理網路外匯申報：請參考第三十八條

4. Foreign exchange declaration: please refer to Article 38.

五、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。

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

六、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。

6. 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.

七、書面指示付款：於國內分行，立約人須於指定付款當日將取款憑條或書面轉帳付款指示送至付款分行辦理付款，而外交部駐外機構如另有約定透過媒體檔案上傳功能傳送書面轉帳付款指示電子檔，得無須後補書面轉帳付款指示正本。預約交易得於付款到期日前十四日內將取款憑條或書面轉帳付款指示送交付款分行辦理付款。

7. Payment against written instruction: the Contractor will be required to make payment at the local branch on the payment date by presenting a properly completed withdrawal slip or written payment transfer instruction. If Embassies and Offices of the Ministry of Foreign Affairs agree otherwise to transfer the electronic written payment transfer instruction through the function "Upload File" of the business, they don't need to provide the original hard copy of written payment transfer instruction to the branch. For scheduled transactions, the Contractor can make payments by presenting withdrawal slips or written payment transfer instruction to the local branch within 14 days before the payment date.

第二十九條

Article 29

預約交易

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 are arranged outside the permissible timeframe.

第三十條

Article 30

轉無存單定存

Conversion to time deposits without certificates

新臺幣活期性存款或外匯活期性存款轉無存單定存，其每筆最低定存金額及存款期間及到期處理方式由存戶依銀行網路之指示選擇，每筆新臺幣定存限額及期別以本行官網(<https://www.megabank.com.tw>)之公告為準。每筆新臺幣定存最高限額為新臺幣五千萬元。每筆外幣定存最高限額不得逾轉存當日以新臺幣五千萬元依銀行該存款外幣實匯率折算後之等值外幣。無存單定存之利率均依轉存當日銀行該定存期間之牌告利率。立約人於銀行營業時間結束後，仍可轉存定存，惟視為次一營業日帳，利率則適用次一營業日定存牌告利率。無存單定存之解約限轉入原先活期性存款轉出帳號，存戶除依網路辦理外，亦得臨櫃辦理，印鑑參照原轉出帳戶。

Conversions of NTD or foreign currency demand deposits into time deposits without certificates are capped at NTD50 million per time deposit. The Contractor may select through the minimum amounts and the maturity options for every time deposit by following the instructions prompted in Internet Banking,limits of amount and maturity about NTD time deposit will be updated on website at "<https://www.global-ebanking.com>". Every foreign currency time deposit is capped at the equivalent of NTD50 million, converted using the ask quote of the destination currency quoted on the date the time deposit is made. Interest rates on time deposits without certificates are determined as the board rate quoted for time deposits of the same tenor, on the day the time deposits are placed. Contractors can still place time deposits after banking hours, but such transactions will be posted to the

following business day, and thus applicable to the time deposit board rate quoted on the following business day. Proceeds from the termination of time deposits without certificates must be credited in to the source demand deposit account from which the deposit was initially placed. The deposit account holder may complete this transaction either online or at a counter. The seal specimen of the source account is used for this transaction.

第三十一條
Article 31

融資業務
Financing

立約人使用融資業務，須與銀行另行簽訂授信約定書、綜合授信契約書或應收帳款承購約定書等相關授信合約書。

Prior to using financing services, the Contractor is required to establish either a separate credit Agreement, a general credit Agreement, or a factoring Agreement with the Bank.

第三十二條
Article 32

電子憑證
Electronic certificate

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。

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.

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。

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.

三、銀行係指定台灣網路認證股份有限公司及中國金融認證中心 CFCA (限大陸地區分行立約人適用) 為憑證機構，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。

3. The Bank appoints TWCA and CFCA(for China) as its authentication center. All Contractors who intend to use Internet Banking services for domestic/international transactions must obtain electronic certificates from the authentication center.

四、電子憑證密碼忘記者，須臨櫃重新申請，電子憑證密碼連續輸入錯誤三次時，須臨櫃或以電話申請鎖碼解除。CFCA 電子憑證必須於大陸地區分行臨櫃辦理。

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. Electronic certificate of CFCA must be applied anew at the counter in China.

第三十三條 動態密碼安控機制之使用限制

Article 33 Restrictions on dynamic password mechanism

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。

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.

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。

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.

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。

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.

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。

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.

第三十四條 動態密碼安控機制之掛失、註銷及失效

Article 34 Loss Reporting, Cancellation, and Invalidation of dynamic password mechanism

一、掛失、停用及變更:

1. Loss Reporting and Deactivate and Modify:

(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。

(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.

(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。

(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..

(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。

(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.

二、註銷:

2. Cancellation:

(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」。

(1)The Contractor may cancel the OTP Token, SMS OTP or Mobile OTP at the Bank's counter.

(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。

(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.

(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。

(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.

(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。

(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.

三、失效:

3. Invalidation:

(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。

(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.

(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。

(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 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控機制產生之「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」並赴銀行櫃檯辦理始能恢復使用；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.

第三十五條 線上外匯交易

Article 35 Online foreign exchange transaction

一、外匯交易係指銀行掛牌之外幣對新臺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 NTD.

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、若立約人逾越央行規定之外匯交易額度或銀行核予之遠期外匯額度，致使已成交之交易必須反向結清，立約人應負擔因而所生之損失。

4. If the Contractor transacts outside the foreign exchange limit imposed by the Central Bank, or the forward exchange limit approved by the Bank, and therefore forcing the Bank to square-off confirmed deals, the Contractor will become liable for any losses incurred.

五、立約人得臨櫃領取外匯水單。

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

第三十六條 信託理財業務網路交易

Article 36 Online trust and financial management

如以網路為國內外基金之單筆及定時(不)定額申購、轉換、回贖交易時，須於每一營業日十五時前為之，逾時所為之交易，以次一營業日視之，修改與取消當日之網路交易亦同，前開交易時間之限制，銀行得不經通知隨時調整，惟應以顯著方式於銀行網站上公告之。網路下單交易所稱之營業日係指每週一至週五，並扣除國內例假日，惟遇國外例假日時，以國外次一營業日之基金淨值為承做價。以網路申購基金時，單筆/定時(不)定額申購最低金額依銀行相關作業規定辦理。特定金錢信託投資國內外有價證券業務，銀行依相關規定於兩個月內製作交易報告書，並至少每季製作對帳單，以書面或電子檔案交付客戶(或立約人)，惟主管機關另有規定時，銀行將配合調整。

Online subscriptions, conversions, and redemptions of domestic/offshore funds and regular commitment plans must be made before 15:00 every business day. Transactions outside service hours are posted to the following business day. The same applies to all modifications and cancellations of current day transactions made online. The cut-off time mentioned above may be subject to changes without notice, but will be made in clear, visible announcements on the Bank's website. The business days for online transactions are Monday to Friday each week, excluding domestic public holidays. Should an online transaction coincide with a foreign public holiday, the fund will be priced at the net asset value in the following business day. Fund subscriptions online are subject to the minimum sums per subscription/regular commitment prescribed by the Bank. For investments in domestic/foreign securities using special purpose money trusts, the Bank will compile transaction report in two months and quarterly statement at least as required by law and deliver to the Contractor in written or electronic form. The Bank will fit adjustment in accordance with the regulations of the competent authority.

第三十七條 黃金存摺

Article 37 Gold Passbook

全球金融網黃金存摺交易時間為營業日上午九時至下午三時三十分，新臺幣計價黃金存摺每筆最低交易量為 1 公克，美元計價黃金存摺每筆最低交易量為 1 英兩，每日累計最高交易量為等值 50,000 公克 (1 英兩為 31.1 公克)，其中購扣款及回售入帳之帳戶應事先約定，且對應帳戶僅限立約人於銀行開設之新臺幣或外匯活期性存款同戶名帳戶，外幣帳戶僅限美元交易，黃金存摺之申購、回售交易不受轉出帳號約定限額之限制，惟本項服務功能僅限立約人主企業申請，授權企業無法使用。

Trading hours are from 9:00 am to 3:30 pm on business days. The minimum transaction volume of gold passbook denominated in NTD is 1 gram, whereas the minimum transaction volume of gold passbook denominated in USD is 1 ounce, and the maximum accumulative daily transaction volume shall be equivalent to 50,000 grams (1 ounce equals to 31.1 gram). The account of requisition for deduction and selling back shall be pre-agreed, and the corresponding account is limited to Megabank NTD demand deposit accounts or foreign exchange demand deposit accounts of the same account name. The foreign currency account is only limited to the transaction in USD. The requisition and selling back transaction of gold business shall not be limited to the agreed limitation of outward transfer account. The service is limited to Global eBanking Principal account not for authorizer.

第三十八條 外匯申報

Article 38 Declaration of foreign exchange

立約人操作網路外匯結購或結售交易限在銀行營業時間內辦理，並應依外匯買賣規定辦理外匯申報及交割等事宜，立約人申請利用網際網路以電子文件辦理外匯申報事宜，應遵守下列約定事項：

Online foreign currency purchases and sale must be made during banking hours; declarations and settlements of such transactions are subject to relevant foreign exchange regulations. Contractors who wish to complete foreign exchange declarations in electronic forms over the Internet must comply with the following terms:

一、立約人辦理網際網路外匯申報，應參考銀行網站提供之填寫申報書輔導說明，並就銀行網站提供之申報書樣式確實填報，再加簽電子簽章後傳送至銀行。

1. Contractor's online declaration of foreign exchange shall be guided by the declaration form available on the Bank's website. Declarations must be made with honesty and accuracy in the prescribed format, signed digitally and submitted to the Bank.

二、銀行確認立約人電子簽章相符後，將立約人所填製之網路外匯交易清單暨媒體及其他規定文件，隨同外匯交易日報送中央銀行。

2. Once the Bank has correctly verified the Contractor's digital signature, the Contractor's list of foreign exchange transactions, all media and other required documents will be submitted to the Central Bank along with the foreign exchange daily report.

三、須憑主管機關核准文件之外匯交易，立約人不可由網際網路辦理外匯申報，須臨櫃辦理。

3. If the Contractor's foreign exchange transactions are made with the competent authority's approval, these foreign exchange transactions could not be declared online, and must be made at the counter.

四、立約人利用網際網路辦理外匯申報經查獲有申報不實情形者，其日後有關外匯申報事宜，應臨櫃辦理。

4. If the Contractor is found to have incorrectly declared foreign exchange transactions over the Internet, all subsequent declarations of foreign exchange shall be made at the counter.

五、立約人申請網際網路外匯申報，必須在一年內未曾向銀行申請更正外匯交易性質別，或被中央銀行退回有申報性質不符紀錄者。

5. To apply for online declaration of foreign exchange, the Contractor must have neither requested to rectify the nature of foreign exchange transactions with the Bank, nor had any foreign exchange declaration rejected by the Central Bank due to inconsistent nature in the previous year.

第三十九條
Article 39

網路操作

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.

第四十條
Article 40

非營業時間狀況處理

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.

第四十一條
Article 41

處理個人資料

Processed personal information

立約人同意銀行及財團法人金融聯合徵信中心於其各該特定目的範圍內，得蒐集、處理、國際傳遞及利用立約人之個人資料。

The Contractor consents to the Bank and Joint Credit Information Center to collect, process, transmit internationally, and utilize the Contractor's personal information for specific purposes within their professional boundaries.

第四十一條之一
Article 41-1

履行個人資料保護法告知義務

Declaration to Personal Information Protection Act

有關銀行蒐集立約人(含立約人之代表人、代理人及聯絡人，以下合簡稱「立約人等」)個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容，立約人等可至銀行網站(<https://www.megabank.com.tw>)隱私權聲明專區查詢。依據個人資料保護法(以下簡稱「個資法」)第三條規定，立約人等就銀行保有其個人資料得行使下列權利：

The Contractor(including the representative, agent and contact person of the Contractor, hereinafter referred to as "the Contractor") could inquire on the Bank's website (<https://www.megabank.com.tw>) "Privacy Statement" about the purposes of the Bank to collect personal information, categories of the personal information, duration, regions, targets, methods and such contents of the utilization of personal information. In accordance with Article 3 of "Personal Information Protection Act" under the Bank's custody, the Contractor is entitled to exercise the following rights :

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

1. Except for the situation set forth under the proviso of Article 10 of "Personal Information Protection Act", the Contractor may inquiry with the Bank, request access to or request the Bank to produce and provide duplicates. Nevertheless, the Bank may charge the necessary costs in accordance with Article 14 of "Personal Information Protection Act".

二、得向銀行請求補充或更正，惟依個資法施行細則第十九條規定，立約人等應適當釋明其原因及事實。

2. Apply to the Bank for supplementation or correction for which, nevertheless, the Contractor is subject to elucidation of the reasons and facts as required under Article 19 of Enforcement Rules of "Personal Data Protection Act".

三、銀行如有違反個資法規定蒐集、處理或利用立約人等之個人資料，依個資法第十一條第四項規定，立約人等得向銀行請求停止蒐集、處理或利用。

3. In the event that the Bank is found having violated "Personal Information Protection Act" in collection, processing or utilization of personal information of the Contractor, the Contractor may request the Bank to discontinue the collection, processing, or use in accordance with Article 11, Paragraph 4 of "Personal Information Protection Act".

四、依個資法第十一條第二項規定，個人資料正確性有爭議者，得向銀行請求停止處理或利用立約人等之個人資料。惟依該項但書規定，銀行因執行職務或業務所必須，或經當事人書面同意，並經註明其爭議者，不在此限。

4. In accordance with Article 11, Paragraph 2 of "Personal Information Protection Act", in case of a dispute over the correctness of the personal information, the Contractor may apply to the Bank for discontinuance from processing or utilization of the personal information of the Contractor, except an event set forth under the proviso of the Paragraph, unless the processing or use is either necessary for the performance of an official or business duty, or has been agreed to by the data subject in writing, and the dispute has been recorded.

五、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，得向銀行請求刪除、停止處理或利用立約人等之個人資料。惟依該項但書規定，銀行因執行業務所必須或經立約人等書面同意者，不在此限。

5. In accordance with Article 11, Paragraph 3 of "Personal Information Protection Act", where the specific purposes to collect the personal information cease to exist or the duration for collection expires, the Contractor may apply to the Bank for deletion, discontinuance from processing or utilization of the personal information of the Contractor except an event set forth under the proviso of the said Paragraph, nevertheless, where the Bank should expressly remark such dispute in performance of duties or where the Contractor agrees in writing.

立約人等如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向銀行客服(0800-016168)或於銀行網站(<https://www.megabank.com.tw>)隱私權聲明專區查詢。

立約人等得自由選擇是否提供相關個人資料及類別，惟立約人等所拒絕提供之個人資料及類別，如屬辦理業務審核或作業所需之資料，銀行可能無法進行必要之業務審核或作業而無法提供立約人相關服務或無法提供較佳之服務。立約人應協助銀行將本條約定內容轉知第一項所列之其他人員(即立約人之代表人、代理人及聯絡人)。

In an attempt to exercise all sorts of rights in accordance with Article 3 of "Personal Information Protection Act" as mentioned above, the Contractor may inquire with the Bank's Contractor Service Office(0800-016168) or the Bank's website (<https://www.megabank.com.tw>) "Privacy Statement" for more details about the method to exercise those rights.

The Contractor is free to choose whether to provide relevant personal data. The Bank may not be able to provide related services or better services if the personal data which be refused to provide is need for business review or operation. The Contractor should assist the Bank to transfer the content of this Article to the other persons listed in the first item(the representative, agent and contact person of the Contractor).

第四十二條
Article 42

異常帳戶處理

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 watchlisted 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.

第四十三條
Article 43

作業委外

Outsourcing

立約人同意銀行為配合業務需要，得依金管會規定，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，受委託機構於電腦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. 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 computer-processing and making use of the Contractor's information.

第四十四條
Article 44

電子開狀

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，賣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 dispose 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，就其賣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民法之規定，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 civil law, 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；立約人並同意遵守電子簽章法及其他相關法令之規範。

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 Electronic Signatures Act and other 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 責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.

第四十五條
Article 45

電子文件專區
Electronic Document Section

- 一、本契約服務之電子文件專區係依循電子簽章法，建置安全及可信賴之網路環境，透過網際網路提供線上服務。
1. The Electronic Document Section of this service is established in accordance with the Electronic Signature Act, creating a secure and trusted network environment to provide online services via the internet.
- 二、立約人同意使用電子文件專區產製具有數位簽章之電子文件作為通信及交易之基礎，取代傳統書面文件及簽蓋原留印鑑方式，銀行將視立約人於電子文件簽署之數位簽章等同於立約人簽蓋原留印鑑於書面文件。立約人無須於文件簽名用印，縱立約人於附加文件簽蓋印鑑，銀行並無審核其是否與留存於銀行之約定原留印鑑或簽樣相符之義務，嗣後不得以印鑑或簽樣欠缺或不符為由否認相關交易之效力。
2. The contractor agrees to use the Electronic Document Section to generate electronic documents with digital signatures as the basis for communication and transactions, replacing the traditional method of signing and affixing the originally registered seal on paper documents. The Bank will consider the digital signature applied by the contractor on the electronic document as equivalent to the contractor's original signature and official seal which as the same as registered with the Bank on paper documents. The Contractor is not required to sign or affix a seal on such documents, and even if the Contractor voluntarily affixes a seal on any supplementary document, the Bank shall have no obligation to verify whether such seal matches the Contractor's specimen seal or signature previously registered with the Bank. The Contractor may not subsequently contest the validity of any related transaction on the grounds that the seal or signature was missing or did not match the registered specimen.
- 三、立約人於使用電子文件專區時，應先查閱銀行各項最新公告及注意事項說明。
3. The contractor shall review the latest announcements and important notices provided by the Bank prior to using the Electronic Document Section.
- 四、立約人於使用電子文件專區時，同意詳填公司統一編號、國民身分證統一編號、銀行帳號、公司聯絡人、公司聯絡電話及公司聯絡電子 Email 等服務網頁列示項目資訊，以利銀行受理進行資料處理和電子郵件發送作業；若因資訊填寫錯誤致銀行受理無法正確完成申請案件處理時，該申請案件延遲處理或無法處理之後果由立約人自行負擔。
4. When using the Electronic Document Section, the contractor agrees to provide complete information, including the company's unified business number, national ID number, bank account, company contact person, company phone number, and company contact email, as listed on the service webpage, to facilitate the Bank's data processing and email dispatch operations. If the application is delayed or cannot be processed due to incorrect information provided, the contractor shall bear the consequences of such delays or inability to process the application.
- 五、立約人得透過電子文件專區以線上填寫文件或上傳電子文件方式進行案件申請，提供業務類別包含但不限於存款、國內匯兌、國外匯兌、授信、進出口及其他銀行陸續開放業務之申請指示、交易指示或佐證文件，經立約人設定之授權層級逐級核定後，由放行人員以電子憑證驗證放行通過後，並同意透過憑證機構申請核發立約人一次性使用 AATL(Adobe Approved Trust List)憑證簽署數位簽章於 PDF 檔案格式之電子文件，傳送至指定分行人工處理及確認傳送電子文件內容。經銀行依各項業務規範審核無誤後，銀行始執行交易，立約人得透過電子文件專區查詢案件處理進度。
5. The contractor may apply for services through the Electronic Document Section by either filling out forms online or uploading electronic documents. Service categories include, but are not limited to, deposit, domestic remittance, foreign remittance, credit, import/export application instructions, transaction instructions, or supporting documents. After authorization levels set by the contractor are approved sequentially, the approval staff will verify and authorize the documents through electronic certificates. The contractor agrees to apply for a one-time AATL (Adobe Approved Trust List) certificate via the certificate authority to digitally sign PDF-format electronic documents, which will then be transmitted to the designated branch for manual processing and verification of the content of the transmitted electronic documents. The Bank will execute the relevant transaction only after confirming, in accordance with applicable business rules and procedural requirements, that the transmitted electronic documents are accurate and free of discrepancy. The contractor may track the progress of the application via the electronic document section.
- 六、立約人授權銀行以無摺交易方式執行立約人所開立之銀行存款帳號進行扣帳交易、提領現金及國內外匯款等電子文件專區辦理之業務。立約人申請本服務即表示授權其授權使用者得辦理前述之本服務業務範圍，不受使用者權限業務別之限制。
6. The Contractor hereby authorizes the Bank to execute debit transactions, cash withdrawals, domestic and international remittances, and any other services processed through the Electronic Document Section by means of passbook-less transactions, using the bank deposit accounts opened by the Contractor. By applying for this service, the Contractor further authorizes its authorized users to conduct the foregoing services within the scope of this service, without being restricted by the business categories associated with their existing authorization levels.
- 七、立約人同意由指定分行透過電子文件專區填載之公司聯絡人資訊確認所傳送之電子文件內容，倘銀行無法與公司聯絡人取得聯繫時，銀行有權暫緩執行相關電子文件之申請指示、交易指示或予以退件處理，立約人絕無異議。
7. The contractor agrees that the designated branch will verify the content of the transmitted electronic documents using the company contact information provided in the Electronic Document Section. If the Bank is unable to contact the company's designated contact person, the Bank reserves the right to temporarily suspend the execution of the related application instructions, transaction instructions, or to return the documents. The contractor agrees to this process without objection.
- 八、立約人得於電子文件專區查詢案件處理進度等電子文件相關服務，於指定分行受理完成時，可將申請案件資訊，進行列印或儲存申請資訊。
8. The contractor may use the Electronic Document Section to check the progress of the application and other related services. Upon completion of processing at the designated branch, the application information may be printed or saved.
- 九、立約人同意本契約約款未約定事項，悉依主管機關之相關法令規定辦理。
9. The contractor agrees that any matters not stipulated in this agreement shall be governed by the relevant laws and regulations of the competent authorities.

第四十六條
Article 46

全球金融行動網服務
Global eBanking Mobile Services

銀行保留隨時變更或停止全球金融行動網之服務項目(以下簡稱「本項服務」)之權利，但服務項目異動時，銀行應公告於銀行網站。

立約人使用本項服務，應遵守下列約定事項：

The Bank keep rights to modify or stop services of Global eBanking Mobile (for short, "this service"). If the content of service is modified, the Bank should declare on website. The Contractor who uses this service agrees to comply with the following terms:

一、銀行「全球金融網」客戶，得申請本項服務；立約人之授權使用者完成各項全球金融網登入與設定作業後，始啟動本項服務。立約人可自行於全球金融網-個人化設定中啟動/停用本項服務或以立約人所申請管理中心之使用者同意授權使用者使用/停用本項服務。

1. The Contractors of the Bank's Global eBanking may apply for this Service; this Service is activated for authorized users of the Contractor after they have completed the various login and configuration process on Global eBanking. This Service may be activated/suspended by the Contractor by going to Global eBanking - Individual Settings. This Service may be used/suspended by a company's Authorized User after he/she obtains the approval from the Administrative Center administered by the Access Administrator appointed by the Contractor.

二、立約人之授權使用者於使用本項服務前，應先於其所使用之智慧型行動電話或平板電腦安裝防病毒軟體，以避免公司/個人資料因智慧型行動電話或平板電腦遭惡意程式破解而導致資料外洩。

2. Before using this service, Authorized User of the Contractor shall install anti-virus software on the smart phone or tablet first, to avoid leakage

- of data due to being cracked by malicious programs.
- 三、立約人之授權使用者應注意自己所使用之智慧型行動電話或平板電腦是否有疑似遭破解之情形，並避免安裝來源不明之程式，若有疑似遭破解之狀況，請勿使用本項服務，以免相關帳戶、公司或個人資料外洩。
3. Authorized User of the Contractor shall pay attention to whether the smart phone or tablet is suspected of being cracked and avoid installing unknown-source programs. Please do not use this service to avoid leakage of related accounts, company/personal data if there is a suspected situation.
- 四、倘立約人之授權使用者因自行安裝來源不明之程式致其所使用之智慧型行動電話或平板電腦遭駭客破解，導致智慧型行動電話或平板電腦內之資料喪失、錯誤、遭人篡改或其他損失等情形，銀行不負任何賠償責任。
4. Due to install unknown-source programs by Authorized User of the Contractor, the hacker cracks the smart phone and tablet, and makes the data in these devices lost, wrong, suffered ..etc. The Bank will not be held liable for compensations.
- 五、立約人之授權使用者同意憑「全球金融網」之使用者代碼及密碼或以快速登入方式登入全球金融行動網進行各項服務，惟同一使用者代碼與密碼無法同時登入全球金融網與全球金融行動網。
5. Authorized User of the Contractor is agreed to log into Global eBanking Mobile for utilizing of various types of service by rely on user name and password of Global eBanking or quick login, however, the same user name and password cannot be logged into Global eBanking and Global eBanking Mobile at the same time.
- 六、立約人之授權使用者於臨櫃首次申請「全球金融網」，或申請登入密碼重設者，立約人之一般人員以及放行人員應先登入「全球金融網」或「全球金融行動網」進行首次登入密碼變更作業，變更完成後才得以立約人之授權使用者登入使用本項服務。
6. Authorized User of the Contractor that apply for the Global eBanking first time or login password reset, should first log into the (Global eBanking or Global eBanking Mobile) to perform the first login password change operation before utilizing various types of service of (Global eBanking Mobile) on mobile devices.
- 七、全球金融網之使用者如逾一年未變更登入密碼，「全球金融行動網」不予強制變更，但將提醒使用者須先至「全球金融網」執行變更登入密碼程序，須經此變更程序後始得以登入「全球金融行動網」使用各項服務。使用者如逾一年未有成功登入「全球金融網」之記錄，「全球金融行動網」將提醒使用者須先至「全球金融網」變更密碼，且不得與前次密碼相同，始得登入「全球金融行動網」使用各項服務。
7. All Global eBanking users would be reminded in Global eBanking Mobile to change password in Global eBanking if password did not be changed exceed one year. Global eBanking Mobile will remind the users must to change their password in Global eBanking if no login record among one year, and new password must be different from old one.
- 八、「全球金融行動網」密碼登入錯誤次數與「全球金融網」服務合併計算。
8. The password login error counts of (Global eBanking Mobile) is combined calculated with the Global eBanking.

第四十七條
Article 47

契約修訂
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後，立約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、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，警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，應於前述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 and after the Bank gives notice to the Contractor in writing, website publication, statement on log-in page, email or any other manner agreed by both parties, if the Contractor does not voice an objection within 7 days, 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. A third party uses the user code, passcode, certificate, private key in any unauthorized or fraudulent manner, or in any other manner without legal authorization, and the Bank or the Contractor has given notice to the other party.

二、其他經主管機關規定之事項。

2. Other situations provided by the competent authority.

第四十八條
Article 48

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.

第四十九條
Article 49

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合約。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.

第五十條 消費者權益保護事項

Article 50 Protection of rights of consumers

本契約服務係一經提供即為完成之線上服務，銀行茲依消費者保護法第十八條第一項第四款規定，聲明本契約服務不適用消費者保護法第十九條第一項有關解除權之規定。

In accordance with Article 18, Paragraph 1, Section 4 of the Consumer Protection Act, the Bank declare that this contract service does not apply to the provisions of Article 19, Paragraph 1, of the Consumer Protection Act regarding the right to terminate.

本契約服務衍生之相關問題，立約人得以書面(地址：台北市中山區吉林路 100 號)或電話(服務電話：0800-016168)方式，向銀行提出申訴。

About related issues arising from this contract service, the Contractor can file a complaint with the bank in writing (address: 100 Jilin Road, Zhongshan District, Taipei) or by phone (service number: 0800-016168)

第五十一條 法律適用

Article 51 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，以中文版本為準

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

第五十二條 法院管轄

Article 52 Jurisdiction

因本契約而涉訟者，雙方同意以_____地方法院為第一審管轄法院。

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

第五十三條 標題

Article 53 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.

第五十四條 契約分存

Article 54 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.

Mega International Commercial Bank Electronic Financing Services Fee Sheet

		Item		Basic Charge	
Transaction Processing Service	Global eBanking	TW Dollars	Cross-bank transfers		Below TW\$2 Million (inclusive): TW\$15/transaction. Over TW\$2 Million: TW\$10 per additional TW\$1 Million (inclusive).
		Foreign Currency	Domestic to overseas network account; or transfers between offshore account and domestic account		Equivalent of TW\$300/transaction.
			Transfers among overseas network accounts or to domestic account; or offshore account to another offshore account in cooperating bank		Equivalent of TW\$500/transaction. (Fee schedule in overseas branch subject to the regulations of such branch.)
		Fund	Subscription (Main User only)		50% of subscription process fee per transaction published by fund manager.
			Conversion (Main User only)		Equivalent of TW\$500 per transaction, unless otherwise provided in the fund manager' s prospectus.
			Redemption (Main User only)		0.2% per annum on the trust principal (minimum equivalent of TW\$200).
	Internet Banking	TW Dollars	Cross-bank transfers	By ATM	TW\$15/transaction.
				By cross-bank remittance	Below TW\$2 Million (inclusive): TW\$15/transaction. Over TW\$2 Million: TW\$10 per additional TW\$1 Million (inclusive).
		Foreign Currency	Overseas transfers or domestic transfers to overseas network account		Equivalent of TW\$300/transaction.
			Transfers among overseas accounts or transfers back to domestic account		Equivalent of TW\$500/transaction. (Fee schedule in overseas branch subject to the regulations of such branch.)
		Fund	Subscription (including ETF)		50% of subscription process fee per transaction published by fund manager.
			Conversion		Equivalent of TW\$500 per transaction, unless otherwise provided in the fund manager' s prospectus.
	Redemption (including ETF)		0.2% per annum on the trust principal (minimum equivalent of TW\$200).		
	EDI Electronic Transfer System	TW Dollars	Cross-bank transfers		Below TW\$2 Million (inclusive): TW\$18/transaction (fixed fee TW\$18 per treasury payment) Over TW\$2 Million: TW\$10 per additional TW\$1 Million (inclusive).
			Cross-network transfers		TW\$4/transaction (Use EDI system of another bank to transfer money from megabank account.)
	Phone Banking	TW Dollars	Cross-bank transfers	By ATM	TW\$15/transaction.
				By cross-bank remittance	Below TW\$2 Million (inclusive): TW\$15/transaction. Over TW\$2 Million: TW\$10 per additional TW\$1 Million (inclusive).
		Fund	Redemption		0.2% per annum on the trust principal (minimum equivalent of TW\$200).
	WebATM	TW Dollars	Cross-bank transfers		TW\$15/transaction.
		Foreign Currency		Equivalent of TW\$300/transaction.	
Fax Notice	Global eBanking and EDI			TW\$2/fax.	
	Phone banking and automatic fax service			TW\$3/fax.	
Collection				TW\$30/transaction (subject to nature of forwarded fee).	
Security Device	XML Certificate (Smart Card) – Individual			TW\$300 (2 years)	
	XML Certificate (Smart Card) - Corporation			TW\$2,000 (2 years)	
	XML Certificate Chip (Smart Card)			TW\$500/Card.	
	ACS Card Reader			TW\$500/Unit.	
	K7 Card Reader(NFC)			TW\$1,200/Unit	
	OTP Token			TW\$700/Unit.	
	WebATM Card Reader (First Generation)			TW\$150/Unit.	
	WebATM Confirmation-Type Card Reader (Second Generation)			TW\$450/Unit.	