



授权人基于业务需求兹授权被授权人之全球金融网用户管理中心者代为设定授权人网路银行授权用户之各使用者交易权限，并同意由该授权用户以被授权人名义之电子凭证/动态密码卡透过兆丰国际商业银行(以下简称银行)全球金融网办理授权人与银行间之交易，与被授权人之关系兹声明如下：(可复选)

To accommodate business requirements, the Appointer grants the Authorized, administration access to the Global eBanking Access Management function. The Authorized will configure the access rights of the Appointer's authorized Internet banking users on behalf of the Appointer, and allow authorized users to carry out transactions between the Appointer and Mega International Commercial Bank (hereinafter referred to as the "Bank") via Global eBanking services using electronic certificates/ dynamic password tokens under the name of the Authorized. The relationship between the Appointer and the Authorized are as follows: (multi-select)

- 被授权人与授权人为同一自然人或同一法人。
The Authorized Person and Appointer are the same natural person or corporate entity.
- 被授权人与授权人互为配偶、二亲等以内之血亲。
The Authorized Person and Appointer are spouses or relatives within the second degree or closer.
- 被授权公司持有授权公司有表决权之股份或出资额，超过授权公司已发行有表决权之股份总数或资本总额半数者。
The Authorized Company holds more than half the Appointer's outstanding voting rights, or contributes more than half of the Appointer's capital.
- 被授权公司直接或间接控制授权公司之人事、财务或业务经营者。
The Authorized Company directly or indirectly controls human resource, financial, or business decisions of the Appointer.
- 被授权公司与授权公司之执行业务股东或董事有半数以上相同者。
More than 50% of executive stockholders or board of directors of the Authorized Company are common to those of the Appointer.
- 被授权公司与授权公司之已发行有表决权之股份总数或资本总额有半数以上为相同之股东持有或出资者。
Both the Authorized Company and Appointer have more than 50% of voting interest or capital held or contributed by the same stockholder or entrepreneur.
- 被授权公司与授权公司相互投资各达对方有表决权之股份总数或资本总额三分之一。
The Authorized Company and Appointer have investments with each other totaling more than one third of the investee's voting interest or capital.
- 授权公司董事长(或代表公司董事、执行业务股东)或总经理与被授权公司之董事长(或代表公司董事、执行业务股东)或总经理为同一人或具有配偶关系。
The Appointer's Chairman (or director/stockholder who represents the company) or President is the same person as, or a spouse of, the Authorized Company's Chairman (or director/stockholder who represents the company) or President.
- 授权人为被授权人之董事长、总经理、代表法人之董事或执行业务股东。
The Appointer is the Chairman, President, a director representing the company, or executive stockholder of the Authorized Company.

本次申请 / 变更授权范围如下表 **Application/modification of authority will be made as follows :**

一、授权服务项目 Authorized service categories **[0643]** :

(全球金融网各项交易功能仍需搭配相对业务额度及限制 Global eBanking services are subject to the limits and restrictions of each function)

新增 Add	删除 Delete	功能项目 Function	新增 Add	删除 Delete	功能项目 Function	备注 Remarks
<input type="checkbox"/>	<input type="checkbox"/>	1. 账户查询 Accounts	<input type="checkbox"/>	<input type="checkbox"/>	5. 查询所有存款帐户 Enquiry to all deposit accounts	约定转出及转入账号会自动配对。 Designated payer and payee accounts are matched automatically.
<input type="checkbox"/>	<input type="checkbox"/>	2. 收付款 Payment & Collection	<input type="checkbox"/>	<input type="checkbox"/>	6. 约定转出账户间皆可互转 Fund transfer between designated payer accounts	
			<input type="checkbox"/>	<input type="checkbox"/>	7. 约定账号自动配对*1 [064C] Auto-matching for designated accounts*1	

二、授权约定转出账户 Authorized designated payer account **[B140]** :

共新增/删除 _____ 个约定转出账号. Add/Delete _____ designated payer account.

(转账限额：其他外币账户以原币或美元表示；单位：万元，限额若设为零，表示仅可查询)

(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)

* * 全球金融网人民币转账交易，累计笔数限制【IFJ3】：向非同名银行账户转账的每日累计笔数 _____ 笔。

Global eBanking RMB Transfers – Daily Cumulative Number of Transfers to Non-Same-Name Bank Accounts [IFJ3]: _____ transactions。

新增 Add	删除 Delete	银行代号 Bank code (12 码代号或 SWIFT Code) (the 12-digit bank code or the SWIFT Code)	币别 Currency	转出账号 Payer's account	约定转账限额 Fund transfer limit from designated accounts			
					每笔 Per transaction	每日 Per day	每月 Per month	每年 Per year
<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"/>							

说明 Note:

1. 约定转账：每笔、每日及每月限额未填写者，预设各为 **0元**，其他外币综合存款帐户各币别设定之转账限额，以该账户约定之单一币别最高限额为准，异动时亦同。Transfers from designated other currency accounts: limits per transaction, per day, and per month are preset at 0 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.
2. 转入账号请另填转入账户约定申请书[A2表]。Please complete an Application Form for Fund Transfer to Designated Account [Form A2].

银行确认项目

适用：下列于客户首次申请有转账限额或提高账户转账限额者，由银行柜台人员关怀客户提问后填写。(必要时请客户提供相关证明文件)

This section is applicable to: For Contractor apply for transfer limits for the first time or increasing account transfer limits. To be completed by Bank Cashier following questions to Contractor. (relevant supporting documents may be requested as needed for reference.)

1. 客户首次申请有转账限额目的 Application for accounts transfer limit for the first time : _____ 正常 Normal 异常 Abnormal

2. 申请提高账户转账限额目的 Application for increase account transfer limit: _____ 正常 Normal 异常 Abnormal

客户拒绝回答或提供相关文件证明其目的及用途(如有此情形，请向客户委婉说明无法受理申请) 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)

- 三、 申请 Apply 删除全球金融网授权服务 to remove Global eBanking authorization services
(仅须填写授权人数据 only the Appointer's information is required)。

请银行依有关规定办理，授权人并同意遵守被授权人签署之全球金融网服务约定事项条款。

The Appointer agrees for the Bank to process the application in accordance with the relevant rules. The Appointer also agrees to comply with the terms and conditions of Global eBanking Services signed by the authorized party.

此致 To:

兆丰国际商业银行股份有限公司 Mega International Commercial Bank

立约人特此声明已于合理期间详阅约定书全部条款并充分了解及遵守其内容，且使用全球金融网各项交易功能均无涉及洗钱或不法交易之情事后始签章。

The Contractor signs and declares to have thoroughly read and understood all terms and conditions of the agreement within the reasonable period, agrees to comply with such terms and conditions, and ensures that Global eBanking services will not be used for money laundering or any illegal conduct.

授权人 Appointer

户名 Account name : _____ (公章)

代表人 Representative : _____ (法人签名或法人章)

证照号码 ID No. : _____

联络电话 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

被授权人 The Authorized

户名 Account name : _____ (公章)

代表人 Representative : _____ (法人签名或法人章)

证照号码 ID No. : _____

联络电话 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

公元 _____ 年(YYYY) _____ 月(MM) _____ 日(DD)

申请书应由经办、复核及甲级主管确认内容无误后分别于申请书上盖章。

The application form should be stamped by the Clerk, Verifier, and Vice President/Assistant Vice President after confirming the accuracy of the content.

建檔分行 Branch	经副襄理 Vice President/Assistant Vice President	复核 Verifier	经办 Clerk
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2025 年 12 月版
Version dated 2025.12

兆丰国际商业银行全球金融网服务约定事项 2025.12

Terms and Conditions of Mega International Commercial Bank Global eBanking Services

第一条 契约之适用范围

Article 1. Applicability

本契约系兆丰国际商业银行全球金融网业务服务之一般性约定。

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

第二条 名词定义

Article 2. Definitions

一、「网络银行业务」(Internet Banking)：指立约人端计算机经由因特网与银行计算机联机，无须亲赴银行柜台，即可直接取得银行所提供之各项金融服务。

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、「电子讯息」(Electronic Message)：指银行或立约人经由计算机及网络联机传递之讯息。

2. "Electronic Message": refers to a message transmitted by the Bank or the Contractor via computers and the Internet.

三、「电子文件」：指文字、声音、图片、影像、符号或其他数据，以电子或其他以人之知觉无法直接认识之方式，所制成足以表示其用意之纪录，而供电子处理之用者。

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、「电子签章」：指依附于电子文件并与其相关连，用以辨识及确认电子文件签署人身份、资格及电子文件真伪者。

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、「数字签名」(Digital Signature)：指银行及立约人将传送电子讯息所附经双方认同之电子标识符或符号视为当事人一方之签名，用以确认讯息发送者之身份。另依「电子签章法」规定，指将电子文件以数学算法或其他方式运算为一定长度之数字数据，以签署人之私钥对其加密，形成电子签章，得以公钥加以验证，并具凭证机构签发之凭证者，属于电子签章之一种。

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、「私钥」(Private Key)：指一组具有配对关系之数字数据中，由签章制作者保有之数字数据，该数字数据系作电子讯息解密及制作数字签名之用。

6. "Private Key": refers to the piece of a paired digital data retained by the signature producer; this digital data is used for decrypting s and producing digital signatures.

七、「公钥」(Public Key)：指一组具有配对关系之数字数据中，用以对电子讯息加密、或验证签署者身份及数字签名真伪之数字数据。

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、「凭证机构」(Certification Authority)：指签发凭证之机关、法人，于凭证申请人使用签名证书服务时，验证凭证申请人身份数据正确性及其与待验证公钥间之关连性后，并据以签发公钥凭证之单位。

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、「凭证」：指由凭证机构以数字签名方式签署之数据讯息，用以确认凭证申请者之身份，并证明其确实拥有一组相对应之公钥及私钥之数位式证明。

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、「服务时间」：指周一至周五上午九点至下午四点，惟银行对外停止营业之日除外。但因服务项目之特殊性，银行得另行约定或公告服务时间。

10. "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.

十一、「账户」：指订约双方以书面约定，作为立约人支付相关款项之指定活期性存款帐户。

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：立约人可向银行申请管理中心用以设定内部用户之权限及交易签核流程等功能。管理中心之使用者，分为管理主管及管理经办，立约人得仅申请管理主管，由其完成各项管理中心设定，或申请经由管理经办编辑，送呈管理主管复核。管理主管与经办原则不得于在线从事各项交易行为，惟立约人因实际作业需要，得于申请书上另外加盖原留印鉴，声明立约人已审慎评估，并充分了解交易风险后，申请管理主管、管理经办可兼具交易权限。

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、授权用户：指经立约人授权，得依立约人权限使用本契约服务之人，包括立约人指定之管理主管、管理经办、一般人员、放行人员，但授权用户之指定，应经银行同意始生效力。

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、动态密码：又称一次性密码(One Time Password, 以下称「OTP」)，系指每次使用的密码均不相同，且每组产生的密码仅可使用一次。

14. 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.

十五、动态密码管控机制：为产生动态密码之机制，依产生或传递方式区分，计有实体动态密码卡。

15. 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.

十六、实体动态密码卡(以下称「e 码宝贝」)：系产生 OTP 之实体载具。载具面板设有按钮与屏幕，用以输入交易网页指示之特定内容(亦称「挑战值」)及显示产生之 OTP 密码供立约人填回交易网页指定字段，经系统验证以完成交易。

16. 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.

<p>第三条 Article 3.</p>	<p>网页之确认 Webpage verification 立约人使用网络银行前，应先确认网络银行正确之网址「https://www.global-ebanking.com」，才使用网络银行服务。 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".</p>
<p>第四条 Article 4.</p>	<p>联机所使用之网络 Internet connection 银行及立约人同意使用约定之网络或因特网进行电子讯息传输。 The Bank and the Contractor both agree to transmit Electronic Messages via the Internet. 银行及立约人应分别就各项权利义务关系与各该网络业者签订网络服务契约，并各自负担网络使用之费用。 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.</p>
<p>第五条 Article 5.</p>	<p>电子讯息之接收与响应 Receiving and responding Electronic Messages 银行接收含数字签名或经银行及立约人同意用以辨识身分之电子讯息后，应即进行检核或处理，并将检核或处理结果通知立约人。银行或立约人接收来自对方任何电子讯息，若无法辨识其内容时，视为自始未传送。但银行可确定立约人身分时，应将内容无法辨识之事实通知立约人。 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.</p>
<p>第六条 Article 6.</p>	<p>电子讯息不执行事由 Non-execution of Electronic Messages 如有下列情形之一，银行将不执行任何接收之电子讯息： In the occurrence of any following events, the Bank may refuse to execute any Electronic Messages received: 一、有具体理由怀疑电子讯息之真实性或所指定事项之正确性者。 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、银行依据电子讯息处理，将违反相关法令之规定者。 2. When the Bank is subject to violations against the law or regulations should it choose to process the Electronic Message. 三、银行因立约人之原因而无法于账户扣取立约人所应支付之费用者。 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. 银行不执行前项电子讯息者，应同时将不执行之结果通知立约人，立约人受通知后得以电话向银行确认。 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>
<p>第七条 Article 7.</p>	<p>电子讯息交换作业时限 Timeframe for Electronic Message exchanges 电子讯息系由银行计算机自动处理，立约人发出电子讯息传送至银行后即不得撤回、撤销或修改。但未到期之预约交易在银行规定之期限内，得撤回或撤销。 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. 若电子讯息经由网络传送至银行后，于银行计算机自动处理中已逾银行服务时间时，银行应即以电子讯息通知立约人，该笔交易将依约定不予处理，或自动改于次一营业日处理。 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.</p>
<p>第八条 Article 8.</p>	<p>费用 Fees 立约人使用本契约服务，同意依银行所订定之收费标准缴纳各项事务处理服务费及安控装备费，事务处理服务费包括 1.人民币转账及汇款手续费 2. 国外汇款手续费及邮电费 3.传真、Email 或简讯通知服务费，安控装备费包括 1.电子凭证认证服务费 2.各类安控装备（如芯片卡、卡片阅读器、e 码宝贝等）费用。 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. RMB 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). 前项事务处理服务费授权银行于交易时自立约人之账户内自动扣除，安控装备费则应于申请时或展期时缴纳。 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. 银行之收费标准（详见附件「兆丰国际商业银行电子金融业务收费标准一览表」），于银行网站上公告，订约后如有调整，银行应于调整前六十日以上时间进行公告，同时告知立约人得于该期间内终止契约，逾期未终止者，视为承认该调整，但收费标准调整有利于立约人者不在此限。 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. 立约人应缴纳之税捐，应依本契约交易立约人应缴纳之税捐法令规定办理，并授权银行自立约人账户内自动扣缴。 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.</p>
<p>第九条 Article 9</p>	<p>立约人软硬件安装与风险 Contractor's software and hardware installation, and the risks involved 立约人申请使用本契约之服务项目，应自行安装所需之计算机软件、硬件，以及其他与安全相关之设备。安装所需之费用及风险，由立约人自行承担。 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. 第一项软硬件设备及相关文件如系由银行所提供，银行仅同意立约人于约定服务范围内使用，不得将之转让、转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. 因立约人之行为侵害银行或第三人之知识产权或其他权利，或因不当之操作使用致生损害时，应自负其责任。 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. 立约人如因计算机操作需要而安装其他软硬件，有与银行所提供之软硬件设备并用之必要者，应遵守银行所提供安装之相关数据，并自行承担其费用及风险。 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>

第十条 Article 10	<p>立约人联机与责任 Contractor's connection and responsibility</p> <p>银行与立约人有特别约定者，必须与银行为必要之测试后，始得联机。 Where any special arrangements exist between the Bank and the Contractor, connection may commence only after the necessary tests are completed.</p> <p>立约人对银行所提供之用户代码、密码、凭证、软硬件及相关文件，应负保管之责。 The Contractor is responsible for safekeeping the user name, PIN code, certificate, software, hardware, and all relevant documentation provided by the Bank.</p> <p>立约人输入前项密码连续错误达三次时，银行计算机即自动停止立约人使用本契约之服务。立约人如拟恢复使用，应重新办理申请手续。 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>立约人并应于契约终止时，即返还银行所提供之设备及相关文件。 The Contractor will also be required to return all equipment and documentation offered by the Bank upon contract termination.</p>
第十一条 Article 11	<p>交易核对 Transaction verification</p> <p>银行于每笔交易指示处理完毕后，以电子讯息或银行与立约人约定之方式通知立约人。立约人应于每次使用服务后，核对其结果有无错误。如有不符，应于使用完成之日起四十五日内通知银行查明。银行应于每月以平信或电子邮件方式寄送立约人上月之交易对账单（该月无交易时不寄）。立约人核对后如认为交易对账单所载事项有误时，应于收受之日起四十五日内通知银行查明。 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.</p> <p>银行对于立约人之通知，应立即进行调查，并于通知到达银行之日起三十日内将调查之情形或结果覆知立约人。 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.</p>
第十二条 Article 12	<p>电子讯息错误之处理 Responses to errors in Electronic Messages</p> <p>立约人利用本契约之服务，如其电子讯息因不可归责于立约人之事由而发生错误时，银行应协助立约人更正，并提供其他必要之协助。前项服务因可归责于银行之事由而发生错误时，银行应于知悉时，立即更正，并同时以电子讯息或银行及立约人约定之方式通知立约人。 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.</p>
第十三条 Article 13	<p>内部控制 Internal control</p> <p>立约人须注意内部控制，应避免放行人员可独自一人完成交易，及遇放行人员移交时，其持有之凭证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.</p>
第十四条 Article 14	<p>电子讯息之合法授权与责任 Authorization and responsibilities associated with Electronic Messages</p> <p>双方同意确保所传送至对方之电子讯息均经合法授权。双方同意于发现有第三人冒用或盗用授权用户代码、密码或凭证申请标识符、私钥，或其他任何未经合法授权之情形，应立即以电话或书面通知他方停止使用该服务并采取防范之措施。银行接受通知前，对第三人使用该服务已发生之效力，除非银行因故意或重大过失而不知系未经合法授权之电子讯息外，银行不负责任。立约人如因自己之故意或过失致他人知悉密码并因之获取立约人于网络银行中之各种数据，或第三人冒用、盗用立约人密码，或由于电信线路或第三人行为导致之延迟、错误或损失，立约人应自负其责。 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.</p>
第十五条 Article 15	<p>数据安全 Data security</p> <p>双方应确保电子讯息安全，防止非法进入系统、窃取、篡改或损毁业务记录及数据。 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>因第三人破解授权用户代码或密码而入侵网络系统（黑客行为）所发生之损害，如非可归责于立约人者，由银行依第十七条之规定负赔偿之责。 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.</p>
第十六条 Article 16	<p>保密义务 Obligations to confidentiality</p> <p>双方应确保所交换之电子讯息或一方因使用或执行本契约服务而取得他方之数据，不泄漏予第三人，亦不可使用于与本契约无关之目的，且于经他方同意告知第三人时，应使第三人负本条之保密义务。 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>
第十七条 Article 17	<p>损害赔偿责任 Damage compensation</p> <p>双方同意依本契约传送或接收电子讯息，因可归责于当事人一方之事由，致有延迟、遗漏或错误之情事，而致他方当事人受有损害时，该当事人仅就他方之积极损害（不包含所失利益）及其利息负赔偿责任。 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.</p>
第十八条 Article 18	<p>不可抗力 Force majeure</p> <p>一方于发生不可抗力情事时，无法履行本契约所生义务或迟延履行者均不视为违约，亦无须负任何赔偿责任。 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.</p>
第十九条	<p>纪录保存</p>

Article 19	<p>Record retention 双方应保存所有含数字签名之电子讯息及经由网络所提供相关电子讯息之记录，并确保纪录之真实性及完整性。立约人如未保存者，推定以银行所保存之纪录为真正。 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. 银行对前项纪录之保存，应尽善良管理人之注意义务。保存期限至少为五年。 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.</p>
第二十条 Article 20	<p>电子讯息之效力 Effectiveness of electronic messages 银行及立约人同意依本契约交换之电子讯息，其效力与书面文件相同。 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.</p>
第二十一条 Article 21	<p>文书送达 Service of documents 立约人同意以订约时所指明之地址为相关文书之送达处所，倘立约人之地址变更，应即以书面或其他约定方式通知银行，并同意改依变更后之地址为送达处所；如立约人未以书面或依约定方式通知变更地址时，银行仍以订约时所指明之地址或最后通知银行之地址为送达处所。银行对立约人所为之通知发出后，经通常之邮递期间，即视为已送达。 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>
第二十二条 Article 22	<p>网络银行登入密码 Internet Banking login PIN code 银行提供管理中心及授权交易放行者之密码仅限于首次「更改密码」之用，管理中心及授权交易放行者须自打印密码单日期起一个月，执行首次变更密码交易，否则需重新申请，此后并得随时自行变更密码，自行妥为保密。管理中心及授权交易放行者如忘记密码或密码连续输入错误三次，须临柜重新申请。需降低密码被人窃取之风险，如管理中心、授权交易放行者及全球金融网设定使用者如逾一年未变更登入密码，不予强制变更，但将于登入时提醒变更密码；如逾一年未有成功登入全球金融网之记录，则须于登入时先变更密码，且不得与前次密码相同。 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.</p>
第二十三条 Article 23	<p>国外分行转账交易 Overseas Branch fund transfer 国外分行转账交易须依当地主管机关之规定办理。 Fund transfers between Overseas Branches are subject to the governance of local competent authorities.</p>
第二十四条 Article 24	<p>媒体档案传送 Transfer of Media File 一、立约人与本行签订电子传送交易指示约定书后，得将纸本交易指示文件扫描为电子交易文件(如 PDF 档案)，透过收付款-转账付款-媒体档案上传，经立约人设定之授权层级逐级核定后，并由放行人员以「动态密码安控机制」或「电子凭证」放行传送至指定银行国内、外分行柜员人工处理。立约人并得以透过全球金融网之交易状态查询功能得知电子交易指示之处理进度。 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、立约人透过本项功能传送电子交易指示除依法应申报文件外，得无须后补「纸本交易指示文件」之正本，惟海外分行当地主管机关另有规定者，当遵循其规定。 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.</p>
第二十四条之一 Article 24-1	<p>非交易指示文件之媒体档案传送 Non-transaction instruction documents transferred through media file <u>立约人得透过本业务之收付款-转账付款-媒体档案上传功能传送交易所需左证信息(如订单、发票等电子档案或财会系统产生之电子文件)，此类非交易指示文件，无需与本行签订电子传送交易指示约定书，惟传送至本行处理时，应依本行相关业务规定与分行柜员确认传送信息内容。</u> <u>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.</u></p>
第二十五条 Article 25	<p>服务项目附加功能 Supplementary services: 一、查询所有存款帐户：未约定者，存款帐户查询仅限约定转出账户，不及于未约定之转出账户。 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、约定转出账户间皆可互转：约定转出账户间自动配对，免逐一相互约定转出、转入账号。 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、约定账号自动配对：立约人新增约定转入账号时，即会与立约人已设定之所有约定转出账号自动配对；如新增约定转出账号时，该转出账号即会与立约人之所有约定转入账号自动配对，如立约人删除约定转出或转入账号时，亦会自动更新配对关系，立约人无须逐一办理账号配对作业。 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] 手续费负担别：汇款人承诺负担国外汇款收款人之汇入款各项手续费。 4. Bear SWIFT "OUR" commissions: the remittance applicant agrees to bear all inward remittance charges incurred on the payee. 五、余额不足重试扣帐：当转出帐户存款余额不足扣款时，由系统在定时再次发动扣帐，至当日银行营业时间结束时，如存款余额仍不足扣帐始以交易失败处理。 5. Retry debiting under insufficient balance: if the payer account contains insufficient balance, the system will repeat the debit attempt at regular</p>

intervals. The payment transaction will fail if account balance remains insufficient at the end of the banking business day.

- 六、书面指示付款：于国内分行，立约人须于指定付款当日将取款凭条或书面转账付款指示送至付款分行办理付款，而外交部驻外机构如另有约定透过媒体档案上传功能传送书面转账付款指示电子文件，得无须后补书面转账付款指示正本。预约交易得于付款到期日前十四日内将取款凭条或书面转账付款指示送交付款分行办理付款。
6. 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.

第二十六条
Article 26

预约交易
Scheduled transaction

办理预约转账交易应在银行系统允许期限内为之，跨越系统允许期限之预约交易银行将不予处理。
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.

第二十七条
Article 27

电子凭证
Electronic certificate

- 一、办理电子凭证暂禁、暂禁恢复及注销，于银行受理完成计算机登录时生效，立约人注销电子凭证后如再有需要，须重新申请。
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、电子凭证之有效期限依认证中心之规定，期限届满时须经由银行网站重新向认证中心申请。
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、银行系指定台湾网络认证股份有限公司及中国金融认证中心 CFCA（限大陆地区分行立约人适用）为凭证机构，凡立约人进行国内外网络交易行为，应向凭证机构取得电子凭证后始得办理。
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、电子凭证密码忘记者，须临柜重新申请，电子凭证密码连续输入错误三次时，须临柜或以电话申请锁码解除。CFCA 电子凭证必须于大陆地区分行临柜办理。
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.

第二十八条
Article 28

动态密码控制机制之使用限制
Restrictions on dynamic password mechanism

- 一、[e 码宝贝] 使用于交易复核、双重验证登入，立约人应于 100 秒有效期间内完成「动态密码」输入交易网页之程序，逾时视同立约人放弃交易。
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.

第二十九条
Article 29

动态密码控制机制之挂失、注销及失效
Loss Reporting, Cancellation, and Invalidation of dynamic password mechanism

- 一、挂失、停用及变更：
1. Loss Reporting and Deactivate and Modify:
(一)立约人发现遗失「e 码宝贝」，应尽速以电话通知银行或至银行临柜办理挂失手续，亦可自行于全球金融网办理挂失，如需恢复使用应填写本申请书暨约定书至银行临柜办理。
(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、注销：
2. Cancellation:
(一)立约人得于银行柜台办理注销「e 码宝贝」。
(1)The Contractor may cancel the OTP Token at the Bank's counter.
(二)「e 码宝贝」一经注销即不得使用，立约人如欲恢复使用，需填写本申请书暨约定书至银行临柜重新申请。
(2)OTP Token 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)立约人注销全球金融网，既有动态密码控制机制均并同注销。
(3)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 码宝贝」以内置之电池提供电力运作，电池有效期约为三至四年。电池耗尽后「e 码宝贝」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 码宝贝」连续发生 3 次验证错误：立约人以此壹类控制机制进行交易验证，如有下列情况发生即为验证错误，且任一动态密码控制机制连续发生 3 次验证错误后，该动态密码控制机制之验证功能自动失效。
(2) If the OTP token verification error occurs for three consecutive times (inclusive): The Contractor uses these one 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.挑战值或响应值错误：使用「e 码宝贝」，过程中未将正确挑战值输入「e 码宝贝」，或未正确将动态密码控制机制产生之「8 位数动态密码」键入交易页面指定之输入栏。
(1) The challenge value or response value is error: Use "OTP token", 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.
(三)立约人如遇「e 码宝贝」发生失效状况，得填写本申请书或「全球金融网使用者异动申请书」并赴银行柜台办理始能恢复使用；惟「e 码宝贝」因连续发生 3 次验证错误导致失效之情形，立约人亦得电话联络银行往来分行进行「e 码宝贝」同步作业以恢复使用；立约人以电话联络银行办理同步作业时，应提供用户代码、户名与「e 码宝贝」卡号及两组由该失效之「e 码宝贝」所产生之动态密码，供银行核对立约人之使用者身分后办理。
(3)When the Contractor's OTP Token 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.

第三十条
Article 30

网络操作
Online operation

立约人应事先详读银行公告或约定，及依照网络之指示步骤操作，如因操作不当或其他任何非可归责于银行之事由致有损及立约人权益情事发生时，立约人应自行负责，与银行无涉。
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.

第三十一条 Article 31	<p>非营业时间状况处理 Processing outside business hours</p> <p>营业时间外立约人发生任何在线交易无法处理时，不论是系统或业务上之问题，都须留待营业时间由人工处理。 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.</p>
第三十二条 Article 32	<p>处理个人资料 Processed personal information</p> <p>立约人同意银行及财团法人金融联合征信中心于其各该特定目的范围内，得搜集、处理、国际传递及利用立约人之个人资料。 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.</p>
第三十二条之一 Article 32-1	<p>履行个人资料保护法告知义务 Declaration to Personal Information Protection Act</p> <p>有关银行搜集立约人(含立约人之代表人、代理人及联络人，以下合称「立约人等」)个人资料之目的、个人资料类别及个人资料利用之期间、地区、对象及方式等内容，立约人等可至银行网站(https://www.megabank.com.tw)隐私声明专区查询。依据个人资料保护法(以下简称「个资法」)第三条规定，立约人等就银行保有其个人资料得行使下列权利：</p>
	<p>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 :</p> <p>一、除有个资法第十条所规定之例外情形外，得向银行查询、请求阅览或请求制给复制本，惟银行依个资法第十四条规定得酌收必要成本费用。</p> <p>1. Except for the situation set forth under the proviso of Article 10 of "Personal Information Protection Act", the Contractor may inquire 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".</p> <p>二、得向银行请求补充或更正，惟依个资法施行细则第十九条规定，立约人等应适当释明其原因及事实。</p> <p>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".</p> <p>三、银行如有违反个资法规定搜集、处理或利用立约人等之个人资料，依个资法第十一条第四项规定，立约人等得向银行请求停止搜集、处理或利用。</p> <p>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".</p> <p>四、依个资法第十一条第二项规定，个人资料正确性有争议者，得向银行请求停止处理或利用立约人等之个人资料。惟依该项但书规定，银行因执行职务或业务所必须，或经当事人书面同意，并注明其争议者，不在此限。</p> <p>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.</p> <p>五、依个资法第十一条第三项规定，个人资料搜集之特定目的消失或期限届满时，得向银行请求删除、停止处理或利用立约人等之个人资料。惟依该项但书规定，银行因执行业务所必须或经立约人等书面同意者，不在此限。</p> <p>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.</p> <p>立约人等如欲行使上述个资法第三条规定之各项权利，有关如何行使之方式，得向银行客服(0800-016168)或于银行网站(https://www.megabank.com.tw)隐私声明专区查询。</p> <p>立约人等得自由选择是否提供相关资料及类别，惟立约人等所拒绝提供之个人资料及类别，如属办理业务审核或作业所需之数据，银行可能无法进行必要之业务审核或作业而无法提供立约人相关服务或无法提供较佳之服务。立约人应协助银行将本条约定内容转知第一项所列之其他人员(即立约人之代表人、代理人及联络人)。</p> <p>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.</p> <p>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).</p>
第三十三条 Article 33	<p>异常账户处理 Response to extraordinary accounts</p> <p>如经银行分析本存款帐户有疑似不法或不当使用之情形，或该账户经登记为警示账户，银行得停止金融卡、电话语音转账、网络转账及其他电子支付转账之服务，并将得存户之金融卡收回作废。</p> <p>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.</p>
第三十四条 Article 34	<p>作业委外 Outsourcing</p> <p>立约人同意银行为配合业务需要，得依金管会规定，将可委托其他机构处理之业务项目，委托其他机构处理，立约人可向银行洽询有关委外作业所揭露于受委托机构之信息种类及受委托机构之名称等数据，立约人并同意银行得将其资料提供予受委托机构，受委托机构于计算机处理及利用存户数据时，仍应依法令规定及保守秘密。</p> <p>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.</p>
第三十五条 Article 35	<p>电子文件专区 Electronic Document Section</p> <p>一、本契约服务之电子文件专区系依循电子签章法，建置安全及可信赖之网络环境，透过因特网提供在线服务。</p> <p>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.</p> <p>二、立约人同意使用电子文件专区产制具有数字签名之电子文件作为通信及交易之基础，取代传统书面文件及签盖原印留鉴方式，银行将视立约人于电子文件签署之数字签名等同于立约人签盖原印留鉴于书面文件。</p> <p>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.</p> <p>三、立约人于使用电子文件专区时，应先查阅银行各项最新公告及注意事项说明。</p> <p>3. The contractor shall review the latest announcements and important notices provided by the Bank prior to using the Electronic Document Section.</p> <p>四、立约人于使用电子文件专区时，同意详填公司统一编号、国民身分证统一编号、银行账号、公司联络人、公司联络电话及公司联络电子 Email 等服务网页列示项目信息，以利银行受理进行数据处理和电子邮件发送作业；若因信息填写错误致银行受理无法正确完成申请案</p>

- 件处理时，该申请案件延迟处理或无法处理之后果由立约人自行承担。
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、立约人得透过电子文件专区以在线填写文件或上传电子文件方式进行案件申请，提供业务类别包括存款、国内汇兑、国外汇兑、授信、进出口及其他业务之申请指示、交易指示或左证文件，经立约人设定之授权层级逐级核定后，由放行人员以电子凭证验证放行通过后，并同意透过凭证机构申请核发立约人一次性使用 AATL(Adobe Approved Trust List)凭证签署数字签名于 PDF 文件格式之电子文件，传送至指定分行人工处理及确认传送电子文件内容。立约人得透过电子文件专区查询案件处理进度。
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 deposit, domestic remittance, foreign remittance, credit, import/export, and other business 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 contractor may track the progress of the application via the electronic document section.
- 六、立约人同意由指定分行透过电子文件专区填载之公司联络人信息确认所传送之电子文件内容，倘银行无法与公司联络人取得联系时，银行有权暂缓执行相关电子文件之申请指示、交易指示或予以退件处理，立约人绝无异议。
6. 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.
- 七、立约人得于电子文件专区查询案件处理进度等电子文件相关服务，于指定分行受理完成时，可将申请案件信息，进行打印或储存申请信息。
7. 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.
- 八、立约人同意本契约约款未约定事项，悉依主管机关之相关法令规定办理。
8. The contractor agrees that any matters not stipulated in this agreement shall be governed by the relevant laws and regulations of the competent authorities.

第三十六条
Article 36

契约修订

Amendments

立约人同意日后若银行就全球金融网新增或调整服务项目时，银行得随时增删该项服务项目之约定内容，并将其公告于银行官方网站。

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.

本契约约款如有修改或增删时，银行以书面、网站公告、登入网页说明、Email 或其他双方约定方式通知立约人后，立约人于七日内不为异议者，视同承认该修改或增删约款。但下列事项如有变更，应于变更前六十日以书面、网站公告、登入网页说明、Email 或其他双方约定方式通知立约人，并于该书面、网站公告、登入网页说明、Email 或其他双方约定方式以显著明确文字载明其变更事项、新旧约款内容，警告知立约人得于变更事项生效前表示异议，及立约人未于该期间内异议者，视同承认该修改或增删约款；并告知立约人如有异议，应于前述得异议时间内通知银行终止契约：

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、第三人冒用或盗用用户代号、密码、凭证、私钥，或其他任何未经合法授权之情形，银行或立约人通知他方之方式。

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、其他经主管机关规定之事项。

2. Other situations provided by the competent authority.

第三十七条
Article 37

立约人终止契约

Contractor's termination of this Agreement

立约人得于终止日三十日前亲自、或以书面、电子文件(包含 Email)或双方约定之方式办理终止本契约。

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.

第三十八条
Article 38

银行暂停交易及终止契约

Bank's suspension and termination of this Agreement

立约人有下列情事之一者，银行得随时暂停存款帐户及其全球金融网业务之服务或暂时停止或终止业务关系：

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、不配合核对或重新核对身分者。

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

二、提供不实数据开立帐户者。

2. Provision of false information to open an account.

三、利用账户从事诈欺、洗钱等不法行为者。

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

四、账户经查属伪冒开户者。

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

五、账户经通报为警示账户者。

5. The account is reported as an alert account.

六、账户属衍生管制账户者。

6. The account is an account of derivative control.

七、帐户发生异常交易之情形。

7. Anomalous transactions in the account.

八、不配合银行定期审视、更新客户资料。

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

九、对交易之性质与目的或资金来源不愿配合说明者。

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

十、账户往来资金疑似源自贪渎或滥用公共资产时。

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

十一、拒绝提供实质受益人或对立约人行使控制权之人等信息。

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

银行终止本契约时，须于终止日三十日前以书面、电子文件(包含 Email)或双方约定之方式通知立约人终止本契约。但立约人如有下列情事之一者，银行得随时以书面、电子文件(包含 Email)或其他约定方式通知立约人终止本契约：

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、立约人未经银行同意，擅自将契约之权利或义务转让第三人者。

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

二、立约人声请(或遭他人声请)破产、和解、解散、重整、停止营业之情形(不问各该相关机关是否核准)或被任何金融机构列为拒绝往来户之情形者。

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、立约人违反本契约第十四条至第十六条之规定者。

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

四、立约人违反本契约之其他约定，经催告限期请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.

第三十九条 消费者权益保护事项

Article 39 Protection of rights of consumers

本契约服务系一经提供即为完成之在线服务，银行兹依消费者保护法第十八条第一项第四款规定，声明本契约服务不适用消费者保护法第十九条第一项有关解除权之规定。

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.

本契约服务衍生之相关问题，立约人得以书面(地址：台北市中山区吉林路100号)或电话(服务电话：0800-016168)方式，向银行提出申诉。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)

第四十条 法律适用

Article 40 Governing law

关于本契约事项，除双方有特别约定者外，适用中华民国法律。

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

同一条款之中英文内容如有歧异，以中文版本为准

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

第四十一条 法院管辖

Article 41 Jurisdiction

因本契约而涉讼者，双方同意以_____地方法院为第一审管辖法院。

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

第四十二条 标题

Article 42 Heading

本契约各条标题，仅为查阅方便而设，不影响契约有关条款之解释、说明及了解。

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

第四十三条 契约分存

Article 43 Agreement copies

本契约壹式贰份，由银行及立约人各执壹份为凭。

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