



立約人茲向兆豐國際商業銀行股份有限公司(以下簡稱「銀行」)申請異動下列使用者資料：

The Contractor hereby applies to Mega International Commercial Bank (hereinafter referred to as the "Bank") for the following modifications to user's information:

(新增使用者申請行動安全碼之組數，請另填全球金融網服務申請書暨約定書(A1表))

(To add new users, apply new Mobile OTP, please complete the Global eBanking Service Application Form and Service Agreement (Form A1))

一、使用者資料 User information 【064J】：

1.使用者代碼 Username: _____ (<input type="checkbox"/> 異動 Modify <input type="checkbox"/> 註銷 Revoke <input type="checkbox"/> 密碼重設 Password reset)	
使用權限 Access right: (4 選 1 choose 1 out of 4)	<input type="checkbox"/> (1) 一般人員 Ordinary staff <input type="checkbox"/> (2) 放行人員 Approval staff <input type="checkbox"/> (3) 管理中心-管理主管 Administrative Center-Access Administrator *1 (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 註銷 Revoke 兼具交易權限 transaction authority *3) <input type="checkbox"/> (4) 管理中心-管理經辦 Administrative Center-Access Operator*2 (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 註銷 Revoke 兼具交易權限 transaction authority *3)
安控設備 Security device:	<input type="checkbox"/> 大陸地區電子憑證 Electronic certificate (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 註銷 Revoke <input type="checkbox"/> 憑證解鎖 Certificate Unlock) <input type="checkbox"/> e 碼寶貝 OTP token (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 同步 Synchronization <input type="checkbox"/> 註銷 Revoke) 【064N】
2.使用者代碼 Username: _____ (<input type="checkbox"/> 異動 Modify <input type="checkbox"/> 註銷 Revoke <input type="checkbox"/> 密碼重設 Password reset)	
使用權限 Access right: (4 選 1 choose 1 out of 4)	<input type="checkbox"/> (1) 一般人員 Ordinary staff <input type="checkbox"/> (2) 放行人員 Approval staff <input type="checkbox"/> (3) 管理中心-管理主管 Administrative Center-Access Administrator *1 (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 註銷 Revoke 兼具交易權限 transaction authority *3) <input type="checkbox"/> (4) 管理中心-管理經辦 Administrative Center-Access Operator*2 (<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 註銷 Revoke 兼具交易權限 transaction authority *3)
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備註 Remarks :	(申請管理經辦或管理主管「兼具交易權限」須填下列資料) (Applications for Access Operator or Access Administrator roles "with transaction authority" must complete the following information) 印參帳號 Specimen Seal Account No.: _____ 原留印鑑 Original Specimen Seal: _____ (本功能允許管理經辦或管理主管兼具交易及放行權限，請立約人審慎評估公司需求及交易風險，如同意申請請簽蓋原留印鑑。) (This function grants Access Operators or Access Administrators authority to conduct or approve transactions; the Contractor is advised to duly assess the its practical needs against the risks involved; please affix an original seal should the Contractor agree.)
*1.申請管理中心-管理主管者，可控管使用者權限及設定交易流程等功能。Application for Administrative Center-Access Administrator grants the authority to manage user access and configure transaction procedures etc. *2.申請管理中心-管理經辦者，管理中心各項設定須由管理經辦編輯，再由管理主管放行，始可生效。By applying Administrative Center-Access Operator, all Administrative Center configurations must be edited by the Access Operator and submitted to the Access Administrator for approval. *3.申請管理中心之管理經辦或管理主管兼具交易權限者，須於右方欄位簽蓋原留印鑑資料。For applications of Access Operator or Access Administrator roles with transaction authority, the original specimen seal must be affixed on the right hand column.	

二、立約人授權下列人員代表領取相關文件、密碼單及安控設備：(請領取人出示身分證明文件正本供本行查驗，本人或代表人親自領取者免填) The Contractor authorize The following person to collect documents, password, and security devices on behalf of the Contractor. (The collector will be required to present original identity for verification; this part is not required if the applicant or representative is collecting personally)

授權領取人/ Authorized Person	職稱/ Job title	身分證字號/ID	連絡電話/ Telephone No.

此致 To:

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

立約人特此聲明使用全球金融網各項交易功能均無涉及洗錢或不法交易之情事，及已於合理期間詳閱約定書全部條款並充分瞭解其內容且同意遵守後始簽章。

The Contractor hereby declares that the Global eBanking services will not be used for money laundering or any illegal conduct; the Contractor also confirms to have thoroughly read and understood all terms and conditions of the Agreement within the reasonable period, and agrees to comply such terms and conditions before signing.

本申請書原本係以中文為之，另作成英語譯文僅供當事人參考之用，本申請書內所載各條款如有任何爭執，應以中文文義為憑。

This Application Form is originally prepared in Chinese and is translated into English for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this Application Form, the Chinese version shall in all events prevail and predominant for all purposes whatsoever.

立約人(戶名) Contractor: _____

代表人 Representative: _____

證照號碼 ID No.: _____

聯絡電話 TEL: _____

領取人簽收 Collect and sign:

種類 Items	<input type="checkbox"/> 契約正本 original of Agreement	<input type="checkbox"/> 密碼單 Password	<input type="checkbox"/> e 碼寶貝 OTP token	<input type="checkbox"/> USB 盾及密碼單 USB Key and Password	領取人親簽 Collector's signature
數量 Quantity	____份 copies	____份 copies	____個 pieces	____個 pieces	

西元 年(YYYY) 月(MM) 日(DD)

建檔分行 Branch	經襄副理 Vice President/Assistant Vice President	覆核 Verifier	經辦 Clerk

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

兆豐國際商業銀行全球金融網服務約定事項

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、「數位簽章」(Digital Signature)：除法律另有規定外，指銀行及立約人將傳送電子訊息所附經雙方認同之電子識別碼或符號視為當事人一方之簽名，用以確認訊息發送者之身分。

3. "Digital Signature": except as otherwise specified by law, the Bank and the Contractor will identify the sender's identity by recognizing the electronic identification codes or symbols carried within the Electronic Messages as the sender's signature.

四、「私密金鑰」(Private Key)：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。

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

五、「公開金鑰」(Public Key)：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。

5. "Public Key": refers to the piece of a pair digital data used to encrypt Electronic Messages or verify the signatory's identity and the authenticity of the digital signature

六、「憑證」：指由憑證機構以數位簽章方式簽署之資料訊息，用以確認憑證申請者之身分，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。

6. "Certificate": refers to the Electronic Message signed digitally by a certificate issuer; this is a digital proof of the applicant's identity, as well as the applicant's possession of a paired public and private key.

七、「服務時間」：指週一至週五上午九點至下午四點，惟銀行對外停止營業之日除外。但如因服務項目之特殊性，銀行得另行約定或公告服務時間。

7. "Service Hours": 9:00 a.m. to 4:00 p.m. from Monday to Friday, except non-banking business days. However, the Bank can make other arrangements or announcements with regards to service hours, depending on the distinctiveness of the services provided.

八、「帳戶」：指訂約雙方以書面約定，作為立約人支付相關款項之指定活期性存款帳戶。

8. "Account": refers to the demand deposit account which the Contractor had designated to make payments from, as agreed in writing by both counterparties to the Agreement.

九、管理中心：立約人可向銀行申請管理中心用以設定內部使用者之權限及交易簽核流程等功能。管理中心之使用者，分為管理主管及管理經辦，立約人得僅申請管理主管，由其完成各項管理中心設定，或申請經由管理經辦編輯，送呈管理主管覆核。管理主管與經辦原則不得於線上從事各項交易行為，惟立約人因實際作業需要，得於申請書上另外加蓋原留印鑑，聲明立約人已審慎評估，並充分瞭解交易風險後，申請管理主管、管理經辦可兼具交易權限。

9. Administrative Center: the Contractor may apply for the Bank's Administrative Center services to configure the access rights of its internal users and set up transaction approval procedures etc. Users of Administrative Center services include the Access Administrator and the Access Operator. The Contractor may choose to apply for the Access Administrator role only and have the administrator complete all Administrative Center settings, or choose to have the Access Operator edit settings then submit to the Access Administrator for approval. Generally speaking, Access Administrators and Operators are not permitted to conduct online transactions. However, the Contractor may choose to grant transaction authorities to administrators and operators for its practical needs, by signing on the application form to declare that the Contractor has duly assessed and understood all risks involved.

十、授權使用者：指經立約人授權，得依立約人權限使用本契約服務之人，包括立約人指定之管理主管、管理經辦、一般人員、放行人員，但授權使用者之指定，應經銀行同意始生效力。

10. Authorized user: The Contractor authorizes users to use the Service which formulated by the agreement, include access administrator, access operator, ordinary staff and approval staff.

十一、全球金融行動網：指銀行於 Android 平台上提供「全球金融行動網」軟體供立約人之授權使用者(一般人員、放行人員)可於其行動裝置下載，並經相關申請設定程序後，可於其行動裝置使用銀行所提供之全球金融行動網各項服務。

11. Global Mobile eBanking: Refers to the "Global Mobile eBanking" software that the Bank provides on Android platform of which Authorized user(ordinary staff and approval staff) of the Contractor could download to their mobile devices. Upon completing the relevant setting mechanisms for application, the Contractor could then use the various services of Global Mobile eBanking on their mobile devices.

十二、動態密碼：又稱一次性密碼(One Time Password，以下稱「OTP」)，係指每次使用的密碼均不相同，且每組產生的密碼僅可使用一次。

12. Dynamic password: It is also known as one time password (OTP), which means that the password used each time is different, and each set of passwords can only be used once.

十三、動態密碼安控機制：為產生動態密碼之機制，為有實體動態密碼卡之行動安全碼。

13. Dynamic Password Mechanism: Dynamic password mechanism shall mean the mechanism that generates dynamic passwords. A physical Dynamic Password Token.

十四、實體動態密碼卡(以下稱「e 碼寶貝」)：係產生 OTP 之實體載具。載具面板設有按鈕與螢幕，用以輸入交易網頁指示之特定內容(亦稱「挑戰值」)及顯示產生之 OTP 密碼供立約人填回交易網頁指定欄位，經系統驗證以完成交易。

14. Physical dynamic password generation card (hereinafter referred to as "OTP Token"): It refers to the physical device exclusively for OTP, used to generate OTP. There are buttons and a screen on the device for the entry of the specific content indicated on the transaction page(also known as "challenge code") and display of the password for the Contractor to enter on the transaction page to verify the transaction.

第三條 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 Article 5.	<p>電子訊息之接收與回應 Receiving and responding Electronic Messages</p> <p>銀行接收含數位簽章或經銀行及立約人同意用以辨識身分之電子訊息後，應即進行檢核或處理，並將檢核或處理結果通知立約人。銀行或立約人接收來自對方任何電子訊息，若無法辨識其內容時，視為自始未傳送。但銀行可確立立約人身分時，應將內容無法辨識之事實通知立約人。</p> <p>Upon receiving Electronic Messages containing digital signatures or other symbols which both the Bank and the Contractor had agreed to use as identification, the Bank shall proceed to verify or process and inform the Contractor of the outcome immediately. In circumstances where the Bank or the Contractor is unable to identify the contents of electronic messages sent by the other party, such Electronic Messages will be considered as never having been sent in the first place. However, whether it is possible for the Bank to confirm the Contractor's identity, the Bank shall notify the Contractor of the fact that the message contents were unidentifiable.</p>
第六條 Article 6.	<p>電子訊息不執行事由 Non-execution of Electronic Messages</p> <p>如有下列情形之一，銀行將不執行任何接收之電子訊息：</p> <p>In the occurrence of any following events, the Bank may refuse to execute any Electronic Messages received:</p> <ol style="list-style-type: none"> 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所應支付之費用者。 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. <p>銀行不執行前項電子訊息者，應同時將不執行之結果通知立約人，立約人受通知後得以電話向銀行確認。</p> <p>The Bank shall notify the Contractor immediately of the above circumstances if it is unable to process the Contractor's instructions; the Contractor may call to confirm with the Bank after receiving such notices.</p>
第七條 Article 7.	<p>電子訊息交換作業時限 Timeframe for Electronic Message exchanges</p> <p>電子訊息係由銀行電腦自動處理，立約人發出電子訊息傳送至銀行後即不得撤回、撤銷或修改。但未到期之預約交易在銀行規定之期限內，得撤回或撤銷。</p> <p>All Electronic Messages are automatically processed by the Bank's computer. Contractor's electronic messages can not be withdrawn, revoked, or edited once they reach the Bank's system. However, the Contractor can withdraw or revoke scheduled transactions that are yet to mature, subject to the timeframe specified by the Bank.</p> <p>若電子訊息經由網路傳送至銀行後，於銀行電腦自動處理中已逾銀行服務時間時，銀行應即以電子訊息通知立約人，該筆交易將依約定不予處理，或自動改於次一營業日處理。</p> <p>If the Electronic Message reaches the Bank's system through the Internet after service hours, the Bank must notify the Contractor via Electronic Message that the transaction will not be processed or will be posted to the following business day.</p>
第八條 Article 8.	<p>費用 Fees</p> <p>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。</p> <p>When using the contracted services, the Contractor agrees to pay the various transaction processing service fees, and security charges at the rate specified by the bank service.</p>
第九條 Article 9	<p>立約人軟硬體安裝與風險 Contractor's software and hardware installation, and the risks involved</p> <p>立約人申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。</p> <p>The Contractor shall install all computer software, hardware, and other security-related equipment required to access the contracted services. The Contractor will also bear all costs and risks associated with the installation.</p> <p>第一項軟硬體設備及相關文件如係由銀行所提供，銀行僅同意立約人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。</p> <p>Should the Bank agree to offer the aforementioned hardware and documents to the Contractor, the Bank only agrees for them to be used within the boundaries of the contracted services; they may not be transferred, loaned, or in any other way given to a third party.</p> <p>因立約人之行為侵害銀行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。</p> <p>The Contractor will be solely responsible for any damages caused by own mishandling; the Contractor will also be held accountable for any conduct that violates the intellectual property rights or other rights of the Bank or any third party.</p> <p>立約人如因電腦操作需要而安裝其他軟硬體，有與銀行所提供之軟硬體設備併用之必要者，應遵守銀行所提供安裝之相關資料，並自行負擔其費用及風險。</p> <p>If the Contractor needs to install additional software or hardware that work conjointly with the software and hardware offered by the Bank, the Contractor must ensure compliance to the Bank's installation notices and bear all costs and risks.</p>
第十條 Article 10	<p>立約人連線與責任 Contractor's connection and responsibility</p> <p>銀行與立約人有特別約定者，必須與銀行為必要之測試後，始得連線。</p> <p>Where any special arrangements exist between the Bank and the Contractor, connection may commence only after the necessary tests are completed.</p> <p>立約人對銀行所提供之使用者代碼、密碼、憑證、軟硬體及相關文件，應負保管之責。</p> <p>The Contractor is responsible for safekeeping the user name, PIN code, certificate, software, hardware, and all relevant documentation provided by the Bank.</p> <p>立約人輸入前項密碼連續錯誤達三次時，銀行電腦即自動停止立約人使用本契約之服務。立約人如擬恢復使用，應重新辦理申請手續。</p> <p>If the Contractor enters incorrect PIN code in three consecutive attempts, the Bank's system will automatically suspend the Contractor from using the contracted services. Once suspended, the Contractor must raise a new application to resume use of the contracted services.</p>
第十一條 Article 11	<p>交易核對 Transaction verification</p> <p>銀行於每筆交易指示處理完畢後，以電子訊息或銀行與立約人約定之方式通知立約人。立約人應於每次使用服務後，核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內通知銀行查明。銀行應於每月以平信或電子郵件方式寄送立約人上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有誤時，應於收受之日起四十五日內通知銀行查明。</p> <p>After processing a transaction, the Bank will notify the Contractor of the outcome using Electronic Message or other agreed methods. The Contractor should verify the correctness of the transaction outcome after each use. Any inconsistency must be reported to the Bank within 45 days after the transaction is completed; the Bank will then conduct the necessary investigations. The Bank shall compile a statement of transactions conducted during the previous month, delivered to the Contractor on a monthly basis by ordinary mail or e-mail (no statements will be delivered for months where no transactions took place). The Contractor should verify all items disclosed in the transaction statement, and report to the Bank all errors found within 45 days after receiving the statement.</p> <p>銀行對於立約人之通知，應即進行調查，並於通知到達銀行之日起三十日內將調查之情形或結果覆知立約人。</p> <p>The Bank shall conduct immediate investigation upon receiving the Contractor's report, and inform the Contractor the outcome of the investigation within 30 days after receiving Contractor's report.</p>

第十二條 Article 12	<p>電子訊息錯誤之處理 Responses to errors in Electronic Messages</p> <p>立約人利用本契約之服務，如其電子訊息因不可歸責於立約人之事由而發生錯誤時，銀行應協助立約人更正，並提供其他必要之協助。前項服務因可歸責於銀行之事由而發生錯誤時，銀行應於知悉時，立即更正，並同時以電子訊息或銀行及立約人約定之方式通知立約人。</p> <p>Should errors occur to the Contractor's Electronic Messages while using the contracted services, that are not attributable to the Contractor's conduct, the Bank shall help the Contractor rectify and offer other assistance as deemed necessary. If the above service errors are attributable to the Bank's conducts, the Bank shall rectify immediately once informed, and notify the Contractor of such errors using Electronic Messages or other agreed methods.</p>
第十三條 Article 13	<p>內部控制 Internal control</p> <p>惟立約人須注意內部控制，應避免放行人員可獨自一人完成交易，及遇放行人員移交時，其持有之憑證不可由管理主管保管。</p> <p>The Contractor must pay attention to internal control, approval staff could finish transaction alone should be avoided, and certification could not be kept by access administrator when approval staff changed.</p>
第十四條 Article 14	<p>電子訊息之合法授權與責任 Authorization and responsibilities associated with Electronic Messages</p> <p>雙方同意確保所傳送至對方之電子訊息均經合法授權。雙方同意於發現有第三人冒用或盜用授權使用者代碼、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。</p> <p>Both parties hereto agree that all Electronic Messages sent to the counterparty are legally authorized. Should the Bank and the Contractor discover any misuse or theft of 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>
第十五條 Article 15	<p>資料安全 Data security</p> <p>雙方應確保電子訊息安全，防止非法進入系統、竊取、竄改或損毀業務記錄及資料。</p> <p>Both parties hereto shall ensure the security of their Electronic Messages, shall prevent any illegal access to the Internet Banking system, theft, falsification, or destruction of business records and information.</p> <p>因第三人破解授權使用者代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。</p> <p>Except under circumstances that are attributable to the Contractor's conducts own, the Bank will compensate the Contractor according to Article 17 of the Agreement for any losses caused by attacks against the Internet Banking system (hacking), which may involve decrypting the Contractor's user name and PIN code.</p>
第十六條 Article 16	<p>保密義務 Obligations to confidentiality</p> <p>雙方應確保所交換之電子訊息或一方因使用或執行本契約服務而取得他方之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經他方同意告知第三人時，應使第三人負本條之保密義務。</p> <p>Both parties hereto agree that the Electronic Messages exchanged between them and information obtained while using the contracted services are not disclosed to any third party, and nor can they be used for purposes unrelated to the Agreement. If the owner of the information has given consent to disclose such information to a third party, the third party must be made to comply with this confidentiality clause.</p>
第十七條 Article 17	<p>損害賠償責任 Damage compensation</p> <p>雙方同意依本契約傳送或接收電子訊息，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人僅就他方之積極損害（不包含所失利益）及其利息負賠償責任。</p> <p>Both parties hereto agree that any delays, omissions, or errors in transmitting or receiving Electronic Messages which give rise to the losses of any particular party shall be compensated by the party to which the cause is attributable to; compensations shall only be made for the direct damages (excluding future gains lost) plus interest only.</p>
第十八條 Article 18	<p>不可抗力 Force majeure</p> <p>一方於發生不可抗力情事時，無法履行本契約所生義務或遲延履行者均不視為違約，亦無須負任何賠償責任。</p> <p>Any failures or delays to fulfill obligations by any party under this contract due to force majeure will not be considered as a contract breach; as a result, the party who is unable to fulfill contractual obligations will not be held liable for compensations.</p>
第十九條 Article 19	<p>紀錄保存 Record retention</p> <p>雙方應保存所有含數位簽章之電子訊息及經由網路所提供相關電子訊息之記錄，並應確保紀錄之真實性及完整性。立約人如未保存者，推定以銀行所保存之紀錄為真正。</p> <p>Both parties hereto must retain all electronic messages containing digital signatures, as well as records of relevant electronic messages provided over the Internet. Both parties must also ensure the authenticity and integrity of retained records. If the Contractor does not retain records, the records retained by the Bank shall prevail.</p> <p>銀行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年。</p> <p>The Bank shall exercise its duties of care as a prudent administrator to maintain the aforementioned records. These records are to be retained for at least five years.</p>
第二十條 Article 20	<p>電子訊息之效力 Effectiveness of electronic messages</p> <p>銀行及立約人同意依本契約交換之電子訊息，其效力與書面文件相同。</p> <p>The Bank and the Contractor agree that the validity and effect of an Electronic Message exchanged hereunder shall be the same as a written document.</p>
第二十一條 Article 21	<p>文書送達 Service of documents</p> <p>立約人同意以訂約時所指明之地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知銀行，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，銀行仍以訂約時所指明之地址或最後通知銀行之地址為送達處所。銀行對立約人所為之通知發出後，經通常之郵遞期間，即視為已送達。</p> <p>The Contractor agrees to have all relevant documents served to the address specified in this Agreement. The Contractor must inform the Bank of any changes of address in writing or other agreed methods, and consent to have all subsequent documents served to the new address. If the Contractor does not inform the Bank of the address change in writing or any other agreed methods, the Bank will still serve documents to the address specified in this Agreement, or to the Contractor's last notified address. Notices sent by the Bank to the Contractor are deemed served after the passage of a normal mailing period.</p>

第二十二條 Article 22	<p>網路銀行登入密碼 Internet Banking login PIN code</p> <p>銀行提供管理中心及授權交易放行者之密碼僅限於首次「更改密碼」之用，管理中心及授權交易放行者須自列印密碼單日期起一個月，執行首次變更密碼交易，否則需重新申請，此後並得隨時自行變更密碼，自行妥為保密。管理中心及授權交易放行者如忘記密碼或密碼連續輸入錯誤三次，須臨櫃重新申請。另為降低密碼被人竊取之風險，如管理中心、授權交易放行者及全球金融網設定使用者如逾一年未變更登入密碼，不予強制變更，但將於登入時提醒變更密碼；如逾一年未有成功登入全球金融網之記錄，則須於登入時先變更密碼，且不得與前次密碼相同。</p> <p>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>
第二十三條 Article 23	<p>網路銀行雙重登入驗證 Two-factor authentication for Internet Banking</p> <p>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。</p> <p>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.</p>
第二十四條 Article 24	<p>人民幣轉帳交易 CNY fund transfer</p> <p>一、開立人民幣活期性存款帳戶之立約人，須事先以書面申請為轉出帳號，辦理國內外匯款，並得以書面約定轉入帳號辦理國外匯款。有關之手續費同意銀行逕自立約人帳戶內扣取。</p> <p>1. Contractors with CNY demand deposit accounts must designate the account as a payer account in writing. Contractors may then remit to domestic banks or designate payee accounts in writing and conduct international remittance. 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.</p> <p>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。</p> <p>2. The Contractor may prescribe limits on outward transfers per transaction, per day, and per month for every account to accommodate practical needs.</p>
第二十五條 Article 25	<p>外幣轉帳交易 Foreign currency transfer</p> <p>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，並得以書面約定轉匯國內他行，或辦理國外匯款。</p> <p>1. Contractors with foreign currency demand deposit accounts must designate the account as a payer account in writing. Contractors may then designate payee accounts in writing. And remit to other domestic banks, or conduct international remittance.</p> <p>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。</p> <p>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.</p>
第二十六條 Article 26	<p>海外分行轉帳交易 Overseas Branch fund transfer</p> <p>海外分行轉帳交易須依當地主管機關之規定辦理。</p> <p>Fund transfers between Overseas Branches are subject to the governance of local competent authorities.</p>
第二十八條 Article 28	<p>服務項目附加功能： Supplementary services:</p> <p>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。</p> <p>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.</p> <p>二、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。</p> <p>2. Bear SWIFT "OUR" commissions: the remittance applicant agrees to bear all inward remittance charges incurred on the payee.</p> <p>三、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。</p> <p>3. 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.</p>
第二十九條 Article 29	<p>預約交易 Scheduled transaction</p> <p>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。</p> <p>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.</p>
第三十二條 Article 32	<p>電子憑證 Electronic certificate</p> <p>一、辦理電子憑證暫禁、暫禁恢復及註銷，於銀行受理完成電腦登錄時生效，立約人註銷電子憑證後如再有需要，須重新申請。</p> <p>1. The suspension, cancellation of suspension, and cancellation of electronic certificates are effected once the entry is made into the Bank's computer. Once an electronic certificate is canceled, the Contractor must apply anew for subsequent uses.</p> <p>二、電子憑證之有效期限依認證中心之規定，期限屆滿時須經由銀行網站重新向認證中心申請。</p> <p>2. The expiries of electronic certificates are subject to the policies of the authentication center. Upon expiry, the Contractor is required to apply for another certificate from the authentication center via Internet Banking.</p> <p>三、銀行係指定台灣網路認證股份有限公司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。</p> <p>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.</p> <p>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。</p> <p>4. If the Contractor forgets their electronic certificate PIN code, he/she must apply anew at the counter. If the electronic certificate PIN code is incorrectly entered in three consecutive attempts, the Contractor must apply for a PIN code unlock either by phone or at the counter. Electronic certificate of CFCA must be applied anew at the counter in China.</p>
第三十四條 Article 34	<p>動態密碼安控機制之掛失、註銷及失效 Loss Reporting, Cancellation, and Invalidation of dynamic password mechanism</p> <p>一、掛失：</p> <p>1. Loss Reporting and Deactivate and Modify:</p> <p>(一)立約人發現遺失「e 碼寶貝」，應儘速以電話通知銀行或至銀行臨櫃辦理掛失手續，如需恢復使用應填寫本申請書暨約定書至銀行臨櫃辦理。</p> <p>(1)When the Contractor discovers that he/she has lost OTP Token, he/she shall report lost and notifying the Bank by phone or at the counter 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</p>

bank to apply for it.

二、註銷:

2. Cancellation:

(一)立約人得於銀行櫃臺辦理註銷「e 碼寶貝」。

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

(二)「e 碼寶貝」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櫃臺重新申請。

(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)立約人註銷全球金融網，既有動態密碼安控機制均併同註銷。

(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 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」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 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.

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

(5)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 for bank to check the user identity of the Contractor.

第三十六條
Article 36

作業委外
Outsourcing

立約人同意銀行為配合業務需要，得依台灣金管會及中華人民共和國國家金融監督管理總局規定，將可委託其他機構處理之業務項目，委託其他機構處理。立約人可向銀行洽詢有關委外作業所揭露於受委託機構之資訊種類及受委託機構之名稱等資料。立約人並同意銀行得將其資料提供予受委託機構。受委託機構於處理及利用存戶資料時，仍應依法令規定及保守秘密。

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

第三十九條
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).

第四十五條
Article 45

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。

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"). 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。

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.

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.

第四十六條
Article 46

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。

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.

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，並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.

第四十七條
Article 47

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.

第四十八條
Article 48

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.

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
Article 50

法律適用

Governing law

關於本契約事項，除雙方有特別約定者外，適用中華民國法律。

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

同一條款之中英文內容如有歧異，以中文版本為準

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

第五十一條
Article 51

法院管轄

Jurisdiction

因本契約而涉訟者，雙方同意以台灣台北地方法院為第一審管轄法院。

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

第五十二條
Article 52

標題

Heading

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

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

第五十三條
Article 53

契約分存

Agreement copies

本契約壹式貳份，由銀行及立約人各執壹份為憑。

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