台中銀行
TAICHUNG BANK

# 台中銀行個人網路銀行/行動銀行業務服務約定事項(11007 版)

# Terms and Conditions for Personal Internet Banking and Mobile Banking Service

## 第一條 銀行資訊

一、銀行名稱：台中商業銀行股份有限公司

**二、申訴及客服專線：4499888(行動電話請加 04)**

**三、網址：https://www.tcbbank.com.tw**

**網路銀行網址：https://ibank.tcbbank.com.tw**

四、總行地址：40341 台中市西區民權路 87 號

五、傳真號碼：(04)37010498

**六、本行電子信箱：service@ms2.tcbbank.com.tw**

Article 1 Bank Information

1. Name of Bank: Taichung Commercial Bank Co., Ltd.

**2. Complaint and customer service direct line: 4499888 (+04 for cell phone)**

**3. Website: https://www.tcbbank.com.tw;**

**Internet banking website: https://ibank.tcbbank.com.tw**

4. Address of Head Office: 40341 87 Min-chuan Road, West Dist., Taichung

5. Fax : (04)37010498

**6. E-mail of the Bank: service@ms2.tcbbank.com.tw**

## 第二條 契約之適用範圍

本契約係網路銀行含行動銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依本契約之約定。

個別契約不得牴觸本契約。但個別契約對客戶之保護更有利者，從其約定。

本契約條款如有疑義時，應為有利於客戶之解釋。

Article 2 Applicability

This Contract provided general regulations for internet banking business service(including Mobile Banking), unless otherwise provided under a separate agreement, the provisions of this Contract shall be applicable.

Separate Agreement shall not be contradicted with this Contract, provided that if the provision of the separate agreement is more beneficial for protection of Client, the separate agreement shall prevail. If there is any doubt as to the provision of this Contract, the explanation of such provision shall be for the interest of Client.

## 第三條 名詞定義

一、「本行」：指台中商業銀行。

二、「客戶」：指立約定書人。

三、「網路銀行業務」：指客戶端電腦經由網路或行動銀行與銀行電腦連線，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。

四、「電子文件」：指銀行或客戶經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。

五、「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。

六、「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。

七、「私密金鑰」：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。

八、「公開金鑰」：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。

九、「行動銀行」：指客戶透過各種行動上網設備下載本行所提供之行動銀行軟體，利用電信網路之訊號操作，與本行電腦連線，無需親赴本行櫃台，即可直接取得本行所提供之各項金融服務。

十、「動態密碼」：指密碼安全驗證機制，透過特殊演算法計算出一組動態密碼，每一組數字不可預測、不可重複、使用一次之特性，用於雙因素認證或交易放行之用。

Article 3 Definition

1. “the Bank”: means Taichung Commercial Bank

2. “Client”: means the Applicant.

3. “Internet Banking Business”: means where the computer of Client connected with the Internet or the Mobile Banking of the Bank, the Client can directly receive the financial services provided by the Bank without personally over the counter.

4. “Electronic Document”: means the wordings, voices, pictures, images, symbols, or other information transmitted by the Bank or Client via internet, which were produced into the record by electronic or other way without conceivable by people, in order for processing electronically.

5. “Digital Signature”: means Electronic Document by using mathematical scheme or other way to become digital information, which being encrypted by signing party’s Private Key, to be electronic signature, and can be certified by Public Key.

6. “Certificate”: means electronic certificate which incorporate signature certificate information to be used for verifying the identity and qualification of signing party.

7. “Private Key”: means the digital information incorporating the pairs of Key, which held by the signing party for producing Digital Signature.

8. “Public Key”: means the digital information incorporating the pairs of Key, which is public for certifying Digital Signature.

9. “Mobile Banking”: means through mobile devices the Client downloads the software provided by the Bank and uses the signal operation as provided by telecom internet to connect with the Bank’s computer, and receives the financial services provided by the Bank without personally over the counter.

10. “One Time Password”: means password safety certification system, which by special mathematical scheme to produce a one time password, which is unpredictable, unrepeatable, and using only one time, for use of double certification or release of transaction.

## 第四條 網頁之確認

客戶使用網路銀行前，請先確認網路銀行正確之網址，才使用網路銀行服務；如有疑問，請電客服電話 4499888(行動電話請加 04)詢問。

本行應以一般民眾得認知之方式，告知客戶網路銀行應用環境之風險。

本行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免客戶之權益受損。

Article 4 Confirmation of Web Page

Prior to the use of Internet Banking by Client, it is necessary to confirm the accuracy of the Bank’s website. If there is any doubt, please contact service line:4499888 (+04 for cell phone) for enquiry.

The Bank shall use the way recognizable by ordinary people to inform Client the risk of application environment for internet banking.

The Bank shall exercise the due care of a good administrator for maintenance of the accuracy and safety of the website, and at all time pay attention to the existence of forged website, to avoid possible losses by the Client.

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## 第五條 服務項目

本行應於本契約載明提供之服務項目，如於網路銀行網站呈現相關訊息，並應確保該訊息之正確性，對客戶所負之義務不得低於網站之內容。本行網路銀行或行動銀行提供之服務項目：訊息通知、帳戶查詢、轉帳服務、繳稅費、投資理財、信用卡、個人設定、金融看版，以本行網路銀行或行動銀行系統所提供服務作業項目為準。

Article 5 Items of Service

The items of service provided by the Bank shall be stipulated in this Contract. If there is related information shown on the website of Internet Banking, the Bank shall ensure the accuracy of all information, and the obligation to Client shall not be less than what shown on the website. The items of service provided by the Bank's Internet Banking or Mobile Banking: message notification, account enquiry, transfer service, paying tax, investment, credit card, personal setting, financial billboard, which shall be based on the service items provided by the Bank's Internet Banking or Mobile Banking systems.

## 第六條 連線所使用之網路

本行及客戶同意使用網路進行電子文件傳送及接收。

本行及客戶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。

Article 6 Internet Used for Connection

The Bank and Client agree to use internet for transmission of Electronic Document.

The Bank and Client shall separately sign internet service contract with their own internet provider for regulation of obligation and right, and pay their own expenses by each of them.

## 第七條 電子文件之接收與回應

**本行接收含數位簽章或經本行及客戶同意用以辨識身分之電子文件後，除查詢之事項外，本行應提供該交易電子文件中重要資訊之網頁供客戶再次確認後，即時進行檢核及處理，並將檢核及處理結果，以電子郵件之方式通知客戶。**

**本行或客戶接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但本行可確定客戶身分時，應立即將內容無法辨識之事實，以電子郵件或雙方約定之方式(包括不限於：網頁、書面、電話通知、簡訊等)通知客戶。**

**Article 7 Receipt and Response of Electronic Document**

**Upon the Bank's receipt of Electronic Document incorporating Digital Signature or the way agreed by both parties for identification, in addition to the enquired items, the Bank shall provide the web pages containing important information of such transaction for double confirmation by the Client, and then the Bank shall immediately verify and process, and inform Client the result of verification and processing via e-mail.**

**If the Bank or Client can not verify the identity or content of any Electronic Document received from each other, such Electronic Document is deemed as never transmitted, provided that where the Bank is able to verify the identity of the Client, the Bank shall immediately inform the Client the fact of failure to verify the content via e-mail or other way as agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, etc.).**

## 第八條 電子文件之不執行

**如有下列情形之一，本行得不執行任何接收之電子文件：**

**一、有具體理由懷疑電子文件之真實性或所指定事項之正確性者。**

**二、本行依據電子文件處理，將違反相關法令之規定者。**

**三、本行因客戶之原因而無法於帳戶扣取客戶所應支付之費用者。**

**本行不執行前項電子文件時，應同時將不執行之理由及情形，以電子郵件或雙方約定之方式(包括不限於：網頁、書面、電話通知、簡訊等)通知客戶，客戶受通知後得以電話方式向本行確認。**

**因行動通訊電信業者傳輸訊號品質不良所造成之電子訊號、文件無法接收或執行，本行無須負擔任何責任。**

**Article 8 Non-performance of Electronic Document**

**If there is any occurrence of the following situations, the Bank is not obliged to perform on any received Electronic Document:**

**1. There is concrete cause to suspect the truth of such Electronic Document or the accuracy of the designated items.**

**2. The processing of the Electronic Document by the Bank will violate related laws.**

**3. Due to causes attributable to Client, the Bank is unable to deduct the fees payable by the Client from the Client's account.**

**Where the Bank does not perform on the aforesaid Electronic Document, the Bank shall at the same time inform the Client as to the reason and situation via e-mail or other way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, etc.). The Client may contact the Bank by phone for confirmation upon receipt of notification.**

**Where the Bank can not receive electronic signal or can not perform on Electronic Document due to poor quality of electronic signal from internet provider, the Bank is not liable in any way.**

## 第九條 電子文件交換作業時限

**電子文件係由本行電腦自動處理，客戶發出電子文件，經客戶依第七條第一項本行提供之再確認機制確定其內容正確性後，傳送至本行後即不得撤回。但未到期之預約交易在本行規定之期限內，得撤回、修改。**

**若電子文件經由網路傳送至本行後，於本行電腦自動處理中已逾本行營業時間時(營業日下午 3 點 30 分)，本行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他約定方式處理。**

**Article 9 Time Limit for Processing Electronic Document**

**Electronic Document will be processed by computer automatically. After transmission of Electronic Document by Client and double confirmed by Client via scheme provided by the Bank under 1st paragraph of Article 7 , the Electronic Document may not be withdrawn, provided that the pre-set transaction prior to the due date and within the time limit required by the Bank, may be withdrawn or amended.**

**Upon receipt of Electronic Document transmitted by Client via internet, during processing of Electronic Document by the Bank, the time had been passing over the business hours (business hours ended on 3:30 PM), the Bank shall immediately notify Client by e-mail that such transaction will be proponed to the next business day for processing or handled by other agreed ways.**

## 第十條 網路轉帳類(含行動銀行)服務項目

**一、臺幣轉帳：客戶本人得與本行任一活期性存款往來之營業單位申請轉帳服務。**

**臺幣活期性存款帳戶之客戶，須事先以書面申請轉出帳號，並得以書面或於線上約定轉入帳號，或辦理國外匯款，並逐戶約定轉出額度，有關之手續費同意本行逕自立約人帳戶內扣取。**

**利用網路銀行轉帳入支票存款帳戶，須於每日下午三時前完成轉帳手續，以免延誤而致退票。**

**二、外幣轉帳：**

**開立外匯活期性存款帳戶之客戶，須事先以書面申請轉出帳號，並得以書面或於線上約定帳戶轉帳或轉匯國內他行或辦理國外匯款，並逐戶約定轉出額度，有關之手續費同意本行逕自立約人帳戶內扣取**

**Article 10 Service Items of the Internet Transfer(including Mobile Banking)**

**1. TWD Transfer: Client may apply TWD transfer service with any business offices of the Bank which Client held demand deposit account.**

**Client of TWD demand deposit account must apply in writing for designating transfer payer A/C No., and designate payee A/C No. in writing or online designating payer A/C No., or processing remittance abroad, and designating maximum transferring amount in each case. Client agrees that the related**

**charges shall be deducted by the Bank from account of Client.**
**Transferring fund into check deposit account shall be completed prior to 3:00 PM, in order to avoid check being dishonored resulting from delay.**
**2. Foreign Currency Transfer:**
**Client of foreign currency demand deposit account must apply in writing for designating transfer payer A/C No., and designate account for transfer in writing or online for processing remitting to other local bank or remittance abroad, and designate maximum transferring amount in each case. Client agrees that the related charges shall be deducted by the Bank from account of Client.**

## 第十一條 預約交易作業

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

**Article 11 Preset for Processing Transaction**
**Processing of preset transaction shall be within the time limit allowed by the Bank's system. For the pre-set transaction exceeding the time limit allowed by the Bank's system, the Bank will not accept for processing.**

## 第十二條 費用

**客戶自使用本契約服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權本行自客戶之帳戶內自動扣繳；如未記載者，本行不得收取。**
**前項收費標準(詳見附表「台中銀行網路/行動銀行各項服務收費標準彙整表」於訂約後如有調整者，應於本行網站之明顯處公告其內容，並以網頁、電子郵件方式使客戶得知（以下稱通知）調整之內容。**
**第二項之調整如係調高者，本行應於網頁上提供客戶表達是否同意費用調高之選項。客戶未於調整生效日前表示同意者，本行將於調整生效日起暫停客戶使用網路銀行一部或全部之服務。客戶於調整生效日後，同意費用調整者，本行應立即恢復網路銀行契約相關服務。**
**前項本行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。**

**Article 12 Charges**
**From the date Client uses the services under this Contract, Client agrees to pay the related service fees, handling fees, and cable fees according to agreed fee schedule, and hereby authorizes the Bank to automatically debit from the Client's account. If the above is not stipulated, the Bank shall not make charges.**
**The above fee schedule (see attached "Fee Schedule of Services of Internet/Mobile Banking of Taichung Bank") is subject to any adjustment, provided that the Bank shall publish on obvious place of the Bank's website, and notification to Client on web page or via e-mail (hereinafter called "Notification") of the adjustment.**
**If the adjustment of fee schedule is to increase the charges, the Bank shall provide the choice on web pages for Client's expression of consent to such increase. If Client fails to consent prior to effective date of such adjustment, the Bank will suspend all or part of service from the effective date. Once Client consents on the adjustment of fee schedule after effective date, the Bank shall immediately resume the related services of Internet Banking.**
**The publication and Notification stipulated above shall be made at least 60 days prior to the effective date of such adjustment, and the effective date shall not be earlier than the first day of the next year to the aforesaid publication and Notification.**

## 第十三條 客戶軟硬體安裝與風險

客戶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，由客戶自行負擔。
第一項軟硬體設備及相關文件如係由本行所提供，本行僅同意客戶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。本行並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。
客戶於契約終止時，如本行要求返還前項之相關設備，應以契約特別約定者為限。

Article 13 Installment and Risk of Client's Hardware and Software
For Client's application of use of services under this Contract, Client shall by himself install the required hardware and software and the other security related equipment. The related expenses and risk shall be borne by Client.
If the aforesaid hardware, software, equipment and related documents in the preceding paragraph were provided by the Bank, Client is only allowed to use within the scope of contracted services and may not transfer, lend or deliver to other parties in any way. The Bank shall stipulate on the website and package of the provided hardware and software as to the minimum requirement for use of the provided hardware and software and assuming the risks for the provided hardware and software.
Upon termination of this Contract, the Bank may request for return of the aforesaid equipment only if specifically agreed under this Contract.

## 第十四條 客戶連線與責任

本行與客戶有特別約定者，必須為必要之測試後，始得連線。
客戶對本行所提供之使用者代號、密碼、憑證及其它足以識別身分之工具，應負保管之責。
**客戶輸入前項密碼連續錯誤達三次或未於申請日起一個月內登入網路銀行或行動銀行時，電腦即自動停止客戶使用本契約之服務。客戶如擬恢復使用，應依約定辦理相關手續。**

Article 14 Connection by Client and Responsibility
Where the Bank and Client specifically agreed in this regard, it is necessary to conduct required test before connection.
Client shall be responsible for keeping safety of user name, password, certificate and other instrument for authentication of identity provided by the Bank.
**Where Client enters the aforesaid password wrongfully for three consecutive times or haven't enter the Internet or Mobile Banking within one month from the date of application , the computer will automatically suspend the services for Client. If Client wishes to resume the use of services, Client shall proceed with related application in accordance with this Contract.**

## 第十五條 交易核對

本行於每筆交易指示處理完畢後，以電子文件或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)之方式通知客戶，客戶應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，親自或以客服專線或本行電子信箱或書面通知本行查明。
本行應於每月對客戶以平信或前項方式寄送上月之交易對帳單（該月無交易時不寄）。客戶核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，親自或以客服專線或銀行電子信箱或書面通知本行查明。
本行對於客戶之通知，應即進行調查，並於通知到達本行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。

Article 15 Verification of Transaction
After the Bank's completion of processing each transaction instruction from Client, the Bank will notify Client via electronic document or the way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, E-mail, etc.). Client shall verify on the result for any errors. If there is any discrepancy, Client shall within 45 days from completion of use, notify the Bank personally or via customer service line or e-mail or by written notice for rechecking.
The Bank shall send monthly statement of transaction processed on the preceding month to Client by ordinary mail or through the aforesaid ways (no statement if no transaction processed last month). If Client finds any errors on the statement after verification, Client shall within 45 days from completion of use, notify the Bank personally or via customer service line or e-mail or by written notice for rechecking. The Bank shall investigate on the notification by Client, and shall reply in writing to Client as to result of investigation within 30 days upon the Bank's receipt of such notification.

## 第十六條 電子文件錯誤之處理

**客戶利用本契約之服務，其電子文件如因不可歸責於客戶之事由而發生錯誤時，本行應協助客戶更正，並提供其他必要之協助。**
**前項服務因可歸責於本行之事由而發生錯誤時，本行應於知悉時，立即更正，並同時以電子文件或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)之方式通知客戶。**

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**客戶利用本契約之服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬客戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經客戶通知本行，本行應即辦理以下事項：**

**一、依據相關法令提供該筆交易之明細及相關資料。**

**二、通知轉入行協助處理。**

**三、回報處理情形。**

**Article 16 Procession for Error in Electronic Document**

**For Client's use of service under this Contract, if due to causes which is not attributable to Client, there is errors occurring to the Electronic Document by Client, the Bank shall assist Client for correction, and provide other necessary assistance for Client.**

**If due to causes attributable to the Bank, there is error occurring to the aforesaid service, the Bank shall immediately make correction upon knowing of the situation, and shall notify Client via electronic document or the way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, E-mail, etc.).**

**For Client's use of service under this Contract, if due to causes attributable to Client, there is error occurring to the Electronic Document by Client and which due to Client's entering wrong payee bank code, deposit A/C No., or amount, have resulted to transferring into wrong account or with wrong amount, upon notification by Client, the Bank shall immediately conduct the following measures:**

**1. providing the transaction details and related document according to relevant laws.**

**2. informing the transferee's bank for assistance**

**3. reporting the situation of processing**

## 第十七條 電子文件之合法授權與責任

本行及客戶應確保所傳送至對方之電子文件均經合法授權。

本行或客戶於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。

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

一、本行能證明客戶有故意或過失。

二、本行依雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)方式通知交易核對資料或帳單後超過四十五日。惟客戶有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但本行有故意或過失者，不在此限。

針對第二項冒用、盜用事實調查所生之鑑識費用由本行負擔。

Article 17 Legitimate Authorization of Electronic Document and Responsibility

The Bank and Client shall ensure that all Electronic Document transmitted had been legitimately authorized.

Once the Bank or Client find there being third parties forging or using Client's user name, password, Certificate, Private Key, or other unauthorized conditions, it is required to immediately notify the other party by phone or in writing or by other agreed ways to cease such service and take necessary measures for protection.

The Bank will take responsibility for the effects occurred by the third party's use of such service prior to the Bank's receipt of the aforesaid notification, provided that the Bank will not be responsible if there is any occurrence of the following situations:

1. The Bank can prove as to Client's intentional acts or negligence.

2. The Bank had already sent transaction statement to Client for verification by the way agreed by the Parties (including but not limited to: web page, written notice, phone notification, texts, E-mail, etc.), and passing over than 45 days, provided that if Client has special cause (such as long term traveling, staying in hospital, etc.) not able to receive statement, the above period shall be prolonged to be 45 days from the end of such special cause, and provided that the Bank shall still be liable if with intentional act or by negligence.

The investigation expenses for investigation of the forging events as stipulated in Paragraph 2 of this Article shall be borne by the Bank.

## 第十八條 資訊系統安全

本行及客戶應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。

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

第三人入侵本行資訊系統對客戶所造成之損害，由本行負擔。

Article 18 Security of Computer System

The Bank and Client shall be each responsible for security of used computer system to prevent from illegal invasion, conceiving, change, destroying business record, or Client's personal data.

As to dispute of the third party's hacking into protection measure of the Bank's computer system or exploiting leak of computer system, the Bank shall have burden of proof as to non-existence of such fact.

The Bank shall be liable for the damage suffered by Client resulting from the third party's hacking into computer system of the Bank.

## 第十九條 保密義務

除其他法律規定外，本行應確保所交換之電子文件因使用或執行本契約服務而取得客戶之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經客戶同意告知第三人時，應使第三人負本條之保密義務。

前項第三人如不遵守此保密義務者，視為本人義務之違反。

Article 19 Confidential Obligation

Unless otherwise required by related laws, the Bank shall ensure that all Electronic Document exchanged and all information of Client received for use or performance of service under this Contract, shall not disclose to any third parties, and shall not be used for any purpose irrelevant to this Contract. Where the Bank discloses to the third party under consent by Client, the Bank shall ensure the confidential obligation under this Contract being complied with by the third party.

If such third party violates the aforesaid confidential obligation, the principal shall be deemed as violation of confidential obligation under this Contract.

## 第二十條 損害賠償責任

本行及客戶同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

Article 20 Remedy

The Bank and Client agree to transmit or receive Electronic Document in accordance with this Contract. Should there be any damage suffered by any party resulting from any events due to cause attributable to the other Party for situation of delay, negligence or mistake, the attributed party shall be responsible for damages suffered by such party.

## 第二十一條 紀錄保存

本行及客戶應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

本行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

Article 21 Maintenance of Record

The Bank and Client shall keep all records of transaction instruction of Electronic Document, and shall ensure its accuracy and integrity.

The Bank shall be obliged to perform under due care as a good administrator for keeping the aforesaid records. The period required for keeping the foresaid records is five years, provided that if a longer period is required by other law, such law shall be applicable.

台中銀行
TAICHUNG BANK

## 第二十二條 電子文件之效力

**本行及客戶同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。**

**Article 22 Effect of Electronic Document**

**The Bank and Client agree to use Electronic Document as the way of expression, and the Electronic Document exchanged under this Contract shall have the same effect as written document, provided that the above shall not be applicable if there is law provided otherwise to exclude such application.**

## 第二十三條 客戶終止契約

客戶得隨時終止本契約，但應親自、書面辦理。

Article 23 Termination of Contract by Client

Client may terminate this Contract at any time, provided that such termination shall be processed personally and in writing.

## 第二十四條 銀行暫停交易及終止契約

**經本行依客觀事實研判帳戶疑有不當使用或冒用，本行得隨時暫停或終止網路銀行或行動銀行業務之服務。**

**本行終止本契約時，須於終止日三十日前以書面通知客戶。**

客戶如有下列情事之一者，本行得隨時以書面或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)通知客戶終止本契約：

一、客戶未經本行同意，擅自將契約之權利或義務轉讓第三人者。

二、客戶依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。

三、客戶違反本契約第十七條至第十九條之規定者。

四、客戶違反本契約之其他約定，經催告改善或限期請求履行未果者。

Article 24 Suspension of Transaction by the Bank and Termination of Contract

**Where the Bank determines the account being misused or embezzled according to objective facts, the Bank may at any time suspend or terminate service of Internet Banking or Mobile Banking business.**

**Where this Contract is terminated by the Bank, the Bank shall notify Client at least 30 days prior to effective date of termination.**

If there is any of the following events happened to Client, the Bank may at any time notify Client of termination of this Contract in writing or via the way agreed by parties (including but not limited to: web page, written notice, phone notification, texts, E-mail, etc.):

1. Client transfers the right and obligation of this Contract to the third party without consent by the Bank.
2. Client applies bankruptcy under Bankruptcy Law or applied for regeneration or clearing procedure under Consumer Debt Clearing Law.
3. Client violates the provisions under Article 17, Article 18 and Article 19 of this Contract.
4. Client violates other provisions under this Contract and fails to rectify after the period as demanded by the Bank.

## 第二十五條 契約修訂

**本契約約款如有修改或增刪時，本行以書面或網頁上公告通知客戶後，客戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或網頁上公告方式通知客戶，並於該書面或網頁上公告方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知客戶得於變更事項生效前表示異議，及客戶未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於前項得異議時間內通知本行終止契約：**

**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，本行或客戶通知他方之方式。**

**二、其他經主管機關規定之事項。**

**Article 25 Amendment of Contract**

**Where there is amendment to the provisions of this Contract, after the Bank's written notice to Client or publication on web page, Client shall be deemed as acceptance to such amendment if no objection within 7 days upon receipt of notice or publication on web pages. However, for amendment on the following items, the Bank shall notify Client in writing or by publication on web page at least 60 days prior to effective of such amendment, and on such written notice or publication, the Bank shall stipulate the new and old provisions, and inform Client that Client may object prior to effective of such amendment and if failure to object within such period, Client is deemed as acceptance to such amendment; and inform Client that if Client objects, Client shall notify the Bank within the aforesaid period of termination of this Contract:**

**1. The way of notification to each other by the Bank or Client, when there is embezzlement or misuse by the third parties of Client's user code, password, Certificate, Private Key, or other unauthorized situation.**

**2. Other items as required by the competent authority.**

## 第二十六條 文書送達

客戶同意以訂約時所指明之 E-mail address 或登錄於本行之地址為相關文書之送達處所，倘客戶之地址變更，應即以書面或網頁等通知本行，並同意改依變更後之地址為送達處所；如客戶未以書面或依約定方式通知變更地址時，本行仍以訂約時所指明之地址或最後通知本行之地址為送達處所。

Article 26 Service of Document

Client agrees to use the E-mail address or the address registered with the Bank as address for service of related document. If there is any change to Client's address, Client shall immediately notify the Bank in writing or by web page, and agrees to use the changed address for service of document. If Client fails to notify the Bank of the new address in writing or by the agreed ways, the Bank is entitled to use the address as stipulated in this Contract or the address lastly notified for service of document.

## 第二十七條 行動銀行服務

**本行客戶使用「行動銀行」同意憑網路銀行之使用者代號及密碼登入行動銀行；客戶必須登入網路銀行或行動銀行變更本行提供予客戶首次使用之密碼後，始可登入行動銀行使用各項服務；客戶可隨時登入網路銀行線上申請本服務。**

**Article 27 Service of Mobile Banking**

**This service of Mobile Banking may be applied by Client of Internet Banking of the Bank. Client agrees to use the same user name and password for entering into Mobile Banking. Client is required to firstly enter into Internet Banking or Mobile Banking for change of password originally provided by the Bank for Client's first use before activating the service.**

## 第二十八條 履行個人資料保護法告知義務

本行向客戶蒐集個人資料，因涉及客戶的隱私權益，依據個人資料保護法(以下稱個資法)第八條第一項(如為間接蒐集之個人資料則為第九條第一項，資料來源為客戶提供)規定，告知客戶下列事項：

一、 蒐集者名稱(即台中商業銀行)

二、 蒐集之目的

三、 個人資料之類別

四、 個人資料利用之期間、地區、對象及方式

五、 當事人依個資法第三條規定得行使之權利及方式

六、 當事人得自由選擇提供個人資料時，不提供將對其權益之影響。

有關本行蒐集客戶個人資料之目的、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，客戶可至本行網站(https://www.tcbbank.com.tw/pdf/intro001.pdf)查詢。

依據個資法第三條規定，客戶就本行保有客戶之個人資料得行使下列權利：

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

二、 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，客戶應適當釋明其原因及事實。

三、 本行如有違反個資法規定蒐集、處理或利用客戶之個人資料，依個資法第十一條第四項規定，客戶得向本行請求停止蒐集。

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，得向本行請求停止處理或利用客戶之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經客戶書面同意者，不在此限。

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，得向本行請求刪除、停止處理或利用客戶之個人資料。惟依該項但書規定，本行因執行業務所必須或經客戶書面同意者，不在此限。

客戶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，詳載於本行網站(網址：http://www.tcbbank.com.tw)，或向本行客服中心（電話4499888，行動電話及離島地區請加 04）詢問。客戶如欲向本行表示拒絕接受行銷時，可依個資法第 20 條第 2 項規定向本行客服中心表示，本行於合理處理期間後，即不再以行銷之名義利用客戶個人資料。

客戶得自由選擇是否提供相關個人資料及類別，惟客戶拒絕提供個人資料、未提供正確之個人資料或提供後向本行請求刪除部分或全部個人資料時，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供客戶相關服務或無法提供較佳之服務。

客戶知悉並瞭解上開內容符合個人資料保護法及相關法規之要求。客戶應協助將本行間接蒐集、處理或利用個人資料類別、目的及用途事，充分告知個資當事人，客戶並擔保提供予本行之個人資料所涉之個資當事人已充分知悉前揭事項，並已取得個資當事人必要之同意(包含書面或任何形式之同意)。

Article 28 Performing Obligation of Informing under Personal Data Protection Act

Since the Bank collect personal data from Client which involved private right of Client, in accordance with 1st paragraph of Article 8 of Personal Data Protection Act (for the information indirectly collected from client, Article 9 of such Act shall be applicable), the following items should be told precisely to Client:

1. the name of the Bank (ie Taichung Commercial Bank);
2. purpose of collection;
3. classification of the personal data;
4. time period, area, party and way of the use of personal data;
5. rights of Client and ways to exercise them as prescribed in Article 3 of such Act;
6. the influence on his rights and interests while Client chooses not to provide his personal data

For details of purpose of collection, classification of personal data, time period, area, party and way of the use of personal data, Client may search on the website of the Bank (https://tcbbank.com.tw/pdf/intro001.pdf).

According to Article 3 of Personal Data Protection Act, Client is entitled to the following right against the Bank as to the personal data retained by the Bank:

(1) Unless for the exception specified in Article 10 of such Act, enquiry or request to review or make a duplication, which the Bank may charge reasonable fees in accordance with Article 14 of such Act.

(2) Request to supplement or correct, provided that Client shall appropriately explain the reasons in accordance with Article 19 of Enforcement Rules of the Personal Data Protection Act.

(3) If the Bank's collecting, processing and using of personal data is in violation of Personal Data Protection Act, Client may request to discontinue collecting information in accordance with 4th paragraph of Article 11 of such Act.

(4) According to 2nd paragraph of Article 11 of such Act, where there is dispute as to accuracy of personal data, Client may request to discontinue processing and using of personal data, provided that according to such provision, the Bank may process and use the data as necessary for performance of business and indicating with dispute, or under the consent by Client.

(5) According to 3rd paragraph of Article 11 of such Act, when the specific purpose no longer exists or time period expires, Client may request to delete, discontinue to process or use his personal data, provided that according to such provision, the Bank may process and use the data as necessary for performance of business, or under the consent by Client.

If Client wishes to exercise the rights set out above under Article 3 of Personal Data Protection Act, as to the ways of execution, Client may search on website of the Bank (http://www.tcbbank.com.tw) or inquiry by contacting the Bank through 24 hours customer service line : 4499888 (for cell phone and off island areas: +04). If Client wishes to refuse acceptance of the promotional data, Client may express to service center of the Bank in accordance with 2nd paragraph of Article 20 of such Act. The Bank will not use personal data for promotional purpose after reasonable time for processing of such request.

Client may freely choose to provide related personal data and the classification, provided that if Client refuses to provide personal data, or not proving correct personal data or requesting the Bank to delete partial or all personal data after providing, and such data is required for the business approval or processing, the Bank may be unable to process necessary business approval and accordingly unable to provide related service for Client or provide better service for Client.

Client acknowledges and understands the above provisions are in compliance with requirement in Personal Data Protection Act. Client shall provide assistance for the Bank as to personal data indirectly collected by the Bank and fully inform parties of such personal data as to purpose, classification and use of such personal data. Client warrants that all parties involved in personal data provided by Client to the Bank had already been informed of the above items and Client had already obtained necessary consent from such parties (including written consent or any other ways of consent).

## 第二十九條 防制洗錢與打擊資恐相關規定

**本行為執行防制洗錢及打擊資恐作業，如發現客戶有下列情形時，得進行以下管理措施：**

**一、 本行於發現客戶為資恐防制法指定制裁之對象，以及外國政府或國際組織認定或追查之恐怖分子或團體，本行得逕行暫時停止或終止本契約。**

**二、 客戶不配合本行定期審視，對交易性質與目的或資金來源不願配合進行說明，本行得暫時停止或終止本契約。**

**三、 本行如發現客戶為指定制裁之個人、法人或團體，本行得禁止客戶對其金融帳戶、通貨或其他支付工具，為提款、匯款、轉帳、付款，交付或轉帳之行為；或對其所有財物或財產上利益，為移轉、變更、處分、利用或其他足以變動其數量、品質、價值及所在地之行為，本行亦得停止為客戶收集或提供財物或財產上利益。**

**Article 29 Related Provisions for AML and CFT**

**In order to perform the AML and CFT procedure, if there is any occurrence of the following situation by Client, the Bank is entitled to take the following measures:**

**1. Where the Bank found that Client is a target sanctioned under the Counter-Terrorism Financing Act, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Bank is entitled to immediately suspend or terminate this Contract.**

**2. Where Client refuses to cooperate with the Bank for regular viewing and refuses to clarify as to purpose or source of fund, the Bank is entitled to suspend or terminate this Contract.**

**3. If the Bank found that Client is an individual, legal entity or organization under sanction, the Bank is entitled to suspend the Client's use of bank account, currencies or other payment instruments for withdrawal, remittance, transfer, payment, delivery or transfer, or as to Client's property or interest on property, to suspend the Client's transfer, change, disposition, use, or other acts capable to change its quantity, quality, value or location on such property or interest on property. The Bank is entitled to suspend collecting or providing interest of properties for Client.**

## 第三十條 法令適用

本契約所載之約款若有未盡事宜，悉依有關法令規定及一般金融機構慣例辦理。

**Article 30 Application of Laws**

台中銀行
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Any issues not stipulated in this Agreement shall be processed in accordance with the applicable laws, regulations and general practice of financial institutions..

## 第三十一條 法院管轄

因本契約而涉訟者，本行及客戶同意以本行總行或業務往來分行所在之地方法院為第一審管轄法院，惟不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

**Article 31 Jurisdiction**

Any dispute resulting from or in connection with this Contract shall be submitted to the jurisdiction of the district court of the city where Head Office of the Bank is located or the city of the branch where business transacted provided that the provisions under Article 47 of Consumer Protection Law and the jurisdiction regulated for small amount litigation under Article 436-9 of Civil Procedure Law shall not be exempted from application.

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## 第三十二條 標題

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。

Article 32 Titles

The title of each articles under this Contract are for convenience only and shall not be used for purpose of interpretation, explanation and understanding.

## 第三十三條 契約分存

本契約壹式貳份，由本行及客戶各執壹份為憑。

Article 33 Keeping of Contract

This Contract will be executed for two counterparts, and each of them will be kept by the Bank and Client.

## 網路銀行/行動銀行外匯業務服務約定事項 Terms and Conditions for Foreign Exchange Business through Internet Banking and Mobile Banking.

## 第一條

客戶得透過本行網路銀行或行動銀行服務平台進行外匯業務之查詢及交易，其項目如下：

一、匯兌業務：

(一)服務內容：客戶得透過本行網路銀行或行動銀行服務平台進行匯出及匯入業務查詢及申請等交易。

(二)客戶申請匯出匯款時：

**1、客戶透過本行網路銀行或行動銀行服務平台進行匯出匯款時，需事先以書面或於線上約定匯出匯款之受款人及受款行資料，客戶並自行核對確認，倘因受款人及受款行資料錯誤，或因其他不可歸責於本行之事由，致外匯匯出匯款錯誤、延遲、不能送達或無法完成時，概由客戶自行承擔，本行不須負責。**

2、客戶之匯出匯款同意經本行於申請當日採用電匯方式匯至所事先以書面或於線上約定之指定受款人帳號。

**3、客戶辦理匯出匯款時，授權本行或本行之通匯行，得以認為合適之任何方式匯出匯款，並得以任何通匯銀行為解款銀行或轉匯銀行。如因解款銀行或轉匯銀行所致誤失，不論該行係由客戶或本行所指定，本行均不負任何責任。**

4、客戶同意（且已取得受款人同意）將匯出匯款相關資料提供予本行之通匯行及其為履行或確認遵循國內外政府之法令或行政監督、指導所必須提供之對象。

**5、客戶同意本行對於符合「存款帳戶及其疑似不法或顯屬異常交易管理辦法」或其他法令規範之疑似不法或顯屬異常交易存款帳戶，逕予通報、監控、暫停交易（存入、提領、匯出或匯入款項等）或結清帳戶等處理措施，存款餘額則由依法可領取者向本行領取。同意本行依「洗錢防制法」及「資恐防制法」對於受資恐防制法指定制裁、外國政府或國際組織認定或追查之恐怖份子或團體者得拒絕業務往來或逕行關戶；對於不配合定期審視、對交易之性質與目的或資金來源不願配合說明等，本行得暫時停止交易，或暫時停止或終止業務關係。**

6、於中華民國境內之交易，其交易標的涉及中華民國境外之貨品或勞務之匯款，應檢附與該筆外匯收支或交易有關合約、核准函等證明文件臨櫃辦理。如於網路銀行或行動銀行辦理結匯，結匯金額需計入客戶當年度結匯額度。

**二、外匯存款業務：**

(一)服務內容：客戶得透過本行網路銀行或行動銀行服務平台進行外匯存款查詢及申請等交易。

(二)客戶申請轉帳交易時：

1、客戶透過本行網路銀行或行動銀行服務平台進行外匯活期存款結購、結售，其外匯存款轉出轉入帳號及臺幣存款轉出轉入帳號須事先以書面或於線上約定，且限客戶帳號，外匯存款轉出金額限外匯活期存款帳戶內可用餘額為限，不得辦理外匯定期存款質借。

2、客戶透過本行網路銀行或行動銀行服務平台進行外匯活期存款幣別轉換，其轉出轉入限客戶之同一外匯活期存款帳號，外匯存款轉出金額限外匯 活期存款帳戶內可用餘額為限，不得辦理外匯定期存款質借。

3、客戶透過本行網路銀行或行動銀行服務平台進行外匯存款轉帳，其轉入限同一幣別，轉入帳號限客戶之其他外匯活期存款帳號或事先以書面或於線上約定之第三人同幣別之外匯存款帳號。

**Article 1**

Client may process enquiries and transaction of foreign exchange business through the Bank's Internet Banking or Mobile Banking service platform and the items are listed below:

1. Exchange Business:

(1) Details of Service: Client may process transactions of enquiries and applications, etc. as to outward remittance and inward remittance business through the Bank's Internet Banking or Mobile Banking service platform.

(2) Where Client applies outward remittance :

**(i) Where Client processes outward remittance through the Bank's Internet Banking or Mobile Banking service platform, prior to processing, Client must designate payee and payee's bank account information for outward remittance in writing or online designating. Client shall verify and confirm. If due to wrong information of payee or payee's bank account, or other causes not attributable to the Bank, there is mistake, delay, non-delivery or incompleteness as to outward remittance, Client shall assume the losses and the Bank is not liable in any way.**

(ii) Client agrees that the Bank may process to remit Client's outward remittance by T/T on the applied day to the designated payee account preset in writing or online.

**(iii)Where Client processes outward remittance, Client authorizes the Bank or its correspondent bank to process outward remittance of funds, using any method the Bank deems appropriate, and the Bank is entitled to use any correspondent banks as the beneficiary bank or the intermediary bank. The Bank will not be liable for any errors of the beneficiary bank or the intermediary bank, no matter such bank is designated by Client or the Bank.**

(iv)Client agrees (and has obtained consent from payee) to provide the related information of outward remittance to the Bank's correspondent bank and to the parties necessary for performance and compliance with regulations or supervision and direction required by domestic/foreign governments.

**(v) Client agrees that for any suspicious or unusual deposit accounts as specified in "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions" or other laws, the Bank is entitled to take measures of notification, watch, suspending transactions (as to depositing, withdrawal, outward remittance, inward remittance, etc.) or closing account. The balance of deposit account will be withdrawn by the party legally**

**entitled to withdraw from the Bank. Client agrees that the Bank in accordance with "Money Laundering Control Act" and "Counter-Terrorism Financing Act", as to the target sanctioned under Counter-Terrorism Financing Act or any terrorist or group designated or pursued by foreign governments or international organizations, the Bank is entitled to refuse business transaction or close the accounts. If Client refuses to cooperate with the Bank for regular reviewing, providing declaration as to nature and purpose of transaction or source of fund, etc., the Bank is entitled to temporarily suspend transaction, or temporarily cease or terminate business relationship.**

(vi) For domestic transaction which involved remittance for products or service from abroad, it is required to attach the related certificate document such as contract related to such foreign exchange or transaction, approval letter, etc. and process over the counter. If Client processes settlement of foreign currency online, the settlement amount of foreign currency shall be calculated into the Client's yearly foreign exchange settlement maximum limit.

**2. Foreign Exchange Deposit Business:**

(1) Details of Service: Client may process transactions of enquiries and applications for foreign exchange deposit business through the Bank's Internet Banking or Mobile Banking.

(2) Where Client applies transfer transaction:

(i) Where Client processes foreign currency demand deposit purchase/sale through the Bank's Internet Banking or Mobile Banking service platform, the payer and payee foreign currency deposit account and payer and payee TWD deposit accounts shall be preset in writing or online designating. Such designation is limited to the accounts of the Client and the amount of outward remittance from foreign currency deposit is limited to the available balance of foreign currency demand deposit account without processing loan pledged by foreign currency time deposit.

(ii) Where Client processes foreign currency conversion of foreign currency demand deposit through the Bank's Internet Banking or Mobile Banking service platform, the outward and inward are limited to the same foreign currency demand deposit account, and the outward amount of foreign currency deposit is limited to the available balance of foreign currency demand deposit account without processing loan pledged by foreign currency time deposit.

(iii) Where Client processes foreign currency deposit transfer through the Bank's Internet Banking or Mobile Banking service platform, the inward amount is limited to the same currency, and the inward payee account is limited to Client's other foreign currency demand deposit account or the third party's foreign currency deposit account under the same currency which had been preset in writing or online.

## 第二條

客戶向本行申請本契約之相關服務時：

一、客戶同意透過本行網路銀行或行動銀行辦理外匯交易，合併臨櫃及電子化業務所有通路之限額如下：

（一）同一營業日臺幣結購匯出匯款與臺幣結購存入外存兩者合計，及外存結售臺幣等涉及臺幣兌換之交易分別為個人及團體上限等值美金 50 萬元（不含），公司及行號上限等值美金 100 萬元（不含）。若達新臺幣 50 萬元（含）以上，需使用憑證。

（二）同一營業日原幣匯出匯款、外幣轉帳及幣別轉換總和上限為個人及團體等值美金 50 萬元（不含），公司及行號上限等值美金 100 萬元（不含）。

（三）超過限額之外匯交易應至本行櫃台辦理。

**二、客戶同意透過本行網路銀行或行動銀行服務平台及臨櫃交易進行外匯業務結匯金額，個人、團體每筆或每日累計結匯金額；公司、行號每筆或每日累計結匯金額，達大額結匯金額，應至本行櫃台辦理大額結匯申報。每年結匯金額額度依中央銀行規定，倘因法令規定之限制或客戶外匯額度已用罄致無法結匯時，由客戶自行負責。**

**三、客戶願依有關之規定，並參考本行提供之申報書樣式及填寫之輔導說明，據實填報結匯性質，如有申報不實，日後辦理新臺幣結匯申報事宜，客戶應至本行櫃台辦理。**

四、客戶若憑主管機關核准文件辦理之結匯案件，其累計結匯金額不得超過核准金額，並應檢附相關外匯證明文件至本行櫃台辦理結匯。

五、客戶同意外匯收支或交易未辦理新臺幣結匯，以本行掣發之其他交易憑證視同申報書。

**Article 2**

Where Client applies the related services under this Contract:

1. Client agree that in processing foreign exchange transactions through the Bank's Internet Banking or Mobile Banking, the limit for combining business over the counter and through electronic business is as blow:
   (1) For the same business day, the combined amount of foreign exchange purchased by TWD for outward remittance and foreign currency purchased by TWD for depositing into foreign currency deposit account, and foreign currency sale which involved transactions exchanged by TWD, shall be limited to the equivalent amount of USD 500,000 (excluding) for individual and organization. For company and business, the limit is the equivalent amount of USD 1,000,000 (excluding). If the transaction amount achieves TWD 500,000 (including), Client is required to use Certificate.
   (2) For the same business day, the combined amount of original currency outward remittance, foreign currency transfer and conversion of currencies, shall be limited to the equivalent amount of USD 500,000 (excluding) for individual and organization. For company and business, the limit is the equivalent amount of USD 1,000,000 (excluding).
   (3) For the foreign exchange transactions exceeding the aforesaid limit, Client is required to process over the counter.

**2. Where Client processes foreign exchange transaction through the Bank's Internet Banking or Mobile Banking service platform, for each settlement or daily accumulated foreign exchange settlement amount by individual or organization and by company or business, if achieving great amount foreign exchange settlement amount, Client shall process great amount foreign exchange declaration, such limit is subject to regulation of Central Bank for each year. If due to limitation of regulation or exceeding limit imposed by government, Client is unable to complete foreign exchange transactions, such losses shall be assumed by Client.**

**3. Client will correctly declare nature of foreign exchange on the declaration form provided by the Bank with reference to the Bank's explanation. If there is incorrect declaration of foreign exchange transaction by Client, all subsequent declaration of foreign exchange shall be made over the counter.**

4. If Client's foreign exchange settlements are made with the competent authority's approval, the accumulated foreign exchange amount shall not exceed the approved amount, and these foreign exchange transactions shall be declared at the Bank's counter with attachment of the related foreign exchange evidencing documents.

5. Client agrees that for foreign exchange transaction which fails to process TWD foreign exchange settlement, the other transaction certificate issued by the Bank is deemed as declaration.

## 第三條

**客戶同意透過本行網路銀行或行動銀行服務平台進行外匯業務結匯之匯率，除另有議定外，實際成交匯率依實際交易完成當時之牌告匯率為準，尚未執行結匯交易前查詢所得之匯率僅供參考，已成交之外匯交易，不得撤銷。倘遇外匯市場波動劇烈時，本行得視實際情形需要，暫停本契約相關外匯結匯之服務。**

**Article 3**

**Client agrees that where Client processes foreign exchange business through the Bank's Internet Banking or Mobile Banking service platform, as to the exchange rate, unless otherwise agreed between the parties, the actually transacted exchange rate shall be based on the listed exchange rate at the time actually completing transactions. The enquired exchange rate prior to settlement of transaction is for reference only. Completed foreign exchange transactions cannot be revoked. Where there is significant fluctuation in foreign exchange market, based on the current situation, the Bank is entitled to suspend the related services of foreign exchange settlement under this Contract.**

## 第四條

本外匯業務交易時間：

業務查詢及線上約定：每日全天二十四小時，線上新增約定於設定成功當日生效。

交易申請及轉帳交易：本行網路銀行及行動銀行營運時間內(營業日每日上午九時十分至下午三時三十分)。

Article 4

Foreign exchange transaction hours:

For business enquiries and online designation: 24 hours. Online new adding designation is effective on the same day of successfully setting.

For application of transaction and transfer transaction: within the business hours of the Bank's Internet Banking and Mobile Banking (from AM 9:10 to 3:30 PM of a business day).

## 台中銀行企業網路銀行/行動銀行業務服務約定事項

## Terms and Conditions for Taichung Bank Corporate Internet Banking and Mobile Banking Service

### 第一條 銀行資訊

一、銀行名稱：台中商業銀行股份有限公司

二、**申訴及客服專線：4499888(行動電話請加 04)**

三、**網址：https://www.tcbbank.com.tw**

**網路銀行網址：https://ibank.tcbbank.com.tw**

四、總行地址：40341 台中市西區民權路 87 號

五、傳真號碼：(04)37010498

六、**本行電子信箱：service@ms2.tcbbank.com.tw**

Article 1 Bank Information

1. Name of Bank: Taichung Commercial Bank
2. **Complaint and customer service direct line: 4499888 (+04 for cell phone)**
3. **Website: https://www.tcbbank.com.tw;**
   **Internet banking website: https://ibank.tcbbank.com.tw**
4. Address of Head Office: 40341 87 Min-chuan Road, West Dist., Taichung
5. Fax : (04)37010498
6. **E-mail of the Bank: service@ms2.tcbbank.com.tw**

### 第二條 契約之適用範圍

本契約係網路銀行含行動銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依本契約之約定。

個別契約不得牴觸本契約。但個別契約對客戶之保護更有利者，從其約定。

本契約條款如有疑義時，應為有利於客戶之解釋。

Article 2 Applicability

This Contract provided general regulations for internet banking business service(including Mobile Banking), unless otherwise provided under separate agreement, the provisions of this Contract shall be applicable.

Separate Agreement shall not be contradicted with this Contract, provided that if the provision of the separate agreement is more beneficial for protection of client, the separate agreement shall prevail. If there is any doubt as to the provision of this Contract, the explanation of such provision shall be for the interest of the Client.

### 第三條 名詞定義

一、「本行」：指台中商業銀行。

二、「客戶」：指立約定書人。

三、「網路銀行業務」：指客戶端電腦經由網路或行動銀行與銀行電腦連線，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。

四、「電子文件」：指銀行或客戶經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。

五、「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。

六、「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。

七、「私密金鑰」：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。

八、「公開金鑰」：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。

九、「行動銀行」：指客戶透過各種行動上網設備下載本行所提供之行動銀行軟體，利用電信網路之訊號操作，與本行電腦連線，無需親赴本行櫃台，即可直接取得本行所提供之各項金融服務。

十、「動態密碼」：指密碼安全驗證機制，透過特殊演算法計算出一組動態密碼，每一組數字不可預測、不可重複、使用一次之特性，用於雙因素認證或交易放行之用。

Article 3 Definition

1. "the Bank": means Taichung Commercial Bank
2. "Client": means the Applicant.
3. "Internet Banking Business": means where computer of the Client connected with Internet or the Mobile Banking of the Bank, the Client can directly receive the financial services provided by the Bank without personally over the counter.
4. "Electronic Document": means the wordings, voices, pictures, images, symbols, or other information transmitted by the Bank or Client via internet, which were produced into the record by electronic or other way without conceivable by people, in order for processing electronically.
5. "Digital Signature": means Electronic Document by using mathematical scheme or other way to become digital information, which being encrypted by signing party's Private Key, to be electronic signature, and can be certified by Public Key.
6. "Certificate": means electronic certificate which incorporate signature certificate information to be used for verifying the identity and qualification of signing party.
7. "Private Key": means the digital information incorporating the pairs of Key, which held by the signing party for producing Digital Signature.
8. "Public Key": means the digital information incorporating the pairs of Key, which is public for certifying Digital Signature.
9. "Mobile Banking": means through mobile devices the Client downloads the software provided by the Bank and uses the signal operation as provided by telecom internet to connect with the Bank's computer, and receives the financial services provided by the Bank without personally over the counter.
10. "One Time Password": means password safety certification system, which by special mathematical scheme to produce a one time password, which is unpredictable, unrepeatable, and using only one time, for use of double certification or release of transaction.

### 第四條 網頁之確認

客戶使用網路銀行前，請先確認網路銀行正確之網址，才使用網路銀行服務；如有疑問，請電客服電話 4499888(行動電話請加 04)詢問。

本行應以一般民眾得認知之方式，告知客戶網路銀行應用環境之風險。

本行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免客戶之權益受損。

Article 4 Confirmation of Web Page

Prior to the use of Internet Banking by Client, it is necessary to confirm the accuracy of the Bank's website. If there is any doubt, please contact service line:4499888

(+04 for cell phone) for enquiry.
The Bank shall use the way recognizable by ordinary people to inform Client the risk of application environment for internet banking.
The Bank shall exercise the due care of a good administrator for maintenance of the accuracy and safety of the website, and at all time pay attention to the existence of forged website, to avoid possible losses by the Client.

## 第五條 服務項目

本行應於本契約載明提供之服務項目，如於網路銀行網站呈現相關訊息，並應確保該訊息之正確性，對客戶所負之義務不得低於網站之內容。本行網路銀行或行動銀行提供之服務項目：訊息通知或儀表版、帳戶查詢、轉帳服務、繳稅費、貸款及進出口貿易、投資理財、信用卡、管理設定、金融看版，以本行網路銀行或行動銀行系統所提供服務作業項目為準。

Article 5 Items of Service
The items of service provided by the Bank shall be stipulated in this Contract. If there is related information shown on the website of Internet Banking, the Bank shall ensure the accuracy of all information, and the obligation to Client shall not be less than what shown on the website. The items of service provided by the Bank's Internet Banking or Mobile Banking: message notification or instrument panel, account enquiry, transfer service, paying tax, loan and export/import trading, investment, credit card, management setting, financial billboard, which shall be based on the service items provided by the Bank's Internet Banking or Mobile Banking systems.

## 第六條 連線所使用之網路

本行及客戶同意使用網路進行電子文件傳送及接收。
本行及客戶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。

Article 6 Internet Used for Connection
The Bank and Client agree to use internet for transmission of Electronic Document.
The Bank and Client shall separately sign internet service contract with their own internet provider for regulation of obligation and right, and pay their own expenses by each of them.

## 第七條 電子文件之接收與回應

**本行接收含數位簽章或經本行及客戶同意用以辨識身分之電子文件後，除查詢之事項外，本行應提供該交易電子文件中重要資訊之網頁供客戶再次確認後，即時進行檢核及處理，並將檢核及處理結果，以電子郵件之方式通知客戶。**
**本行或客戶接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但本行可確定客戶身分時，應立即將內容無法辨識之事實，以電子郵件或雙方約定之方式(包括不限於：網頁、書面、電話通知、簡訊等)通知客戶。**

**Article 7 Receipt and Response of Electronic Document**
**Upon the Bank's receipt of Electronic Document incorporating Digital Signature or the way agreed by both parties for identification, in addition to the enquired items, the Bank shall provide the web pages containing important information of such transaction for double confirmation by the Client, and then the Bank shall immediately verify and process, and inform Client the result of verification and processing via e-mail.**
**If the Bank or Client can not verify the identity or content of any Electronic Document received from each other, such Electronic Document is deemed as never transmitted, provided that where the Bank is able to verify the identity of the Client, the Bank shall immediately inform the Client the fact of failure to verify the content via e-mail or other way as agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, etc.).**

## 第八條 電子文件之不執行

**如有下列情形之一，本行得不執行任何接收之電子文件：**
**一、有具體理由懷疑電子文件之真實性或所指定事項之正確性者。**
**二、本行依據電子文件處理，將違反相關法令之規定者。**
**三、本行因客戶之原因而無法於帳戶扣取客戶所應支付之費用者。**
**本行不執行前項電子文件時，應同時將不執行之理由及情形，以電子郵件或雙方約定之方式(包括不限於：網頁、書面、電話通知、簡訊等)通知客戶，客戶受通知後得以電話方式向本行確認。**
**因行動通訊電信業者傳輸訊號品質不良所造成之電子訊號、文件無法接收或執行，本行無須負擔任何責任。**

**Article 8 Non-performance of Electronic Document**
**If there is any occurrence of the following situations, the Bank is not obliged to perform on any received Electronic Document:**
**1. There is concrete cause to suspect the truth of such Electronic Document or the accuracy of the designated items.**
**2. The processing of the Electronic Document by the Bank will violate related laws.**
**3. Due to causes attributable to Client, the Bank is unable to deduct the fees payable by the Client from the Client's account.**
**Where the Bank does not perform on the aforesaid Electronic Document, the Bank shall at the same time inform the Client as to the reason and situation via e-mail or other way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, etc.). The Client may contact the Bank by phone for confirmation upon receipt of notification.**
**Where the Bank can not receive electronic signal or can not perform on Electronic Document due to poor quality of electronic signal by internet provider, the Bank is not liable in any way.**

## 第九條 電子文件交換作業時限

**電子文件係由本行電腦自動處理，客戶發出電子文件，經客戶依第七條第一項本行提供之再確認機制確定其內容正確性後，傳送至本行後即不得撤回。但未到期之預約交易在本行規定之期限內，得撤回、修改。**
**若電子文件經由網路傳送至本行後，於本行電腦自動處理中已逾本行營業時間時(營業日下午 3 點 30 分)，本行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他約定方式處理。**

**Article 9 Time Limit for Processing Electronic Document**
**Electronic Document will be processed by computer automatically. After transmission of Electronic Document by Client and double confirmed by Client via scheme provided by the Bank under 1st paragraph of Article 7 , the Electronic Document may not be withdrawn, provided that the pre-set transaction prior to the due date and within the time limit required by the Bank, may be withdrawn or amended.**
**Upon receipt of Electronic Document transmitted by Client via internet, during processing of Electronic Document by the Bank, the time had been passing over the business hours (business hours ended on 3:30 PM), the Bank shall immediately notify Client by e-mail that such transaction will be proponed to the next business day for processing or handled by other agreed ways.**

## 第十條 網路轉帳類(含行動銀行)服務項目

**一、臺幣轉帳：客戶本人得與本行任一活期性存款往來之營業單位申請轉帳服務。**
**臺幣活期性存款帳戶之客戶，須事先以書面申請轉出帳號，並得以書面或於線上約定轉入帳號，或辦理國外匯款，並逐戶約定轉出額度，有關之手續費同意本行逕自立約人帳戶內扣取。**
**利用網路銀行轉帳入支票存款帳戶，須於每日下午三時前完成轉帳手續，以免延誤而致退票。**
**二、外幣轉帳：**
**開立外匯活期性存款帳戶之客戶，須事先以書面申請轉出帳號，並得以書面或於線上約定帳戶轉帳或轉匯國內他行或辦理國外匯款，並逐戶約定轉出額度，有關之手續費同意本行逕自立約人帳戶內扣取**

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**Article 10 Service Items of the Internet Transfer(including Mobile Banking)**
**1. TWD Transfer: Client may apply TWD transfer service with any business offices of the Bank which Client held demand deposit account.**
**Client of TWD demand deposit account must apply in writing for designating transfer payer A/C No., and designate payee A/C No. in writing or online designating payer A/C No., or processing remittance abroad, and designating maximum transfer amount in each case. Client agrees that the related charges shall be deducted by the Bank from account of Client.**
**Transferring fund into check deposit account shall be completed prior to 3:00 PM, in order to avoid check being dishonored resulting from delay.**
**2. Foreign Currency Transfer:**
**Client of foreign currency demand deposit account must apply in writing for designating transfer payer A/C No., and designate account for transfer in writing or online for processing remitting to other local bank or remittance abroad, and designate maximum transferring amount in each case. Client agrees that the related charges may be deducted by the Bank from account of Client.**

## 第十一條 預約交易作業

**辦理預約轉帳交易應在本行系統允許期限內為之，跨越系統允許期限之預約交易，本行將不予處理。**
**Article 11 Preset for Processing Transaction**
**Processing preset transaction shall be within the time limit allowed by the Bank's system. For the pre-set transaction exceeding the time limit allowed by the Bank's system, the Bank will not accept for processing.**

## 第十二條 費用

**客戶自使用本契約服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權本行自客戶之帳戶內自動扣繳；如未記載者，本行不得收取。**
**前項收費標準(詳見附表「台中銀行網路/行動銀行各項服務收費標準彙整表」於訂約後如有調整者，應於本行網站之明顯處公告其內容，並以網頁、電子郵件方式使客戶得知（以下稱通知）調整之內容。**
**第二項之調整如係調高者，本行應於網頁上提供客戶表達是否同意費用調高之選項。客戶未於調整生效日前表示同意者，本行將於調整生效日起暫停客戶使用網路銀行一部或全部之服務。客戶於調整生效日後，同意費用調整者，本行應立即恢復網路銀行契約相關服務。**
**前項本行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。**
**Article 12 Charges**
**From the date Client uses the services under this Contract, Client agrees to pay the related service fees, handling fees, and cable fees according to agreed fee schedule, and hereby authorizes the Bank to automatically debit from the Client's account. If the above is not stipulated, the Bank shall not make charges.**
**The above fee schedule (see attached "Fee Schedule of Services of Internet/Mobile Banking of Taichung Bank") is subject to any adjustment provided that the Bank shall publish on obvious place of the Bank's website, and notification to Client on web page or via e-mail (hereinafter called "Notification") of the adjustment.**
**If the adjustment of fee schedule is to increase the charges, the Bank shall provide the choice on web pages for Client's expression of consent to such increase. If Client fails to consent prior to effective date of such adjustment, the Bank will suspend all or part of service from the effective date. Once Client consent on the adjustment of fee schedule after effective date, the Bank shall immediately resume the related services of Internet Banking.**
**The publication and Notification stipulated above shall be made at least 60 days prior to the effective date of such adjustment, and the effective date shall not be earlier than the first day of the next year to the aforesaid publication and Notification.**

## 第十三條 客戶軟硬體安裝與風險

客戶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，由客戶自行負擔。
第一項軟硬體設備及相關文件如係由本行所提供，本行僅同意客戶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。本行並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。
客戶於契約終止時，如本行要求返還前項之相關設備，應以契約特別約定者為限。
Article 13 Installment and Risk of Client's Hardware and Software
For Client's application of use of services under this Contract, Client shall by himself install the required hardware and software and the other security related equipment. The related expenses and risk shall be borne by Client.
If the hardware, software, equipment and related documents stipulated in the preceding paragraph were provided by the Bank, Client is only allowed to use within the scope of contracted services and may not transfer, lend or deliver to other parties in any way. The Bank shall stipulate on the website and package of the provided hardware and software as to the minimum requirement for use of the provided hardware and software and assuming the risks for the provided hardware and software.
Upon termination of this Contract, the Bank may request for return of the aforesaid equipment only if specifically agreed under this Contract.

## 第十四條 客戶連線與責任

本行與客戶有特別約定者，必須為必要之測試後，始得連線。
客戶對本行所提供之使用者代號、密碼、憑證及其它足以識別身分之工具，應負保管之責。
**客戶輸入前項密碼連續錯誤達三次或未於申請日起一個月內登入網路銀行或行動銀行時，電腦即自動停止客戶使用本契約之服務。客戶如擬恢復使用，應依約定辦理相關手續。**
Article 14 Connection by Client and Responsibility
Where the Bank and Client specifically agreed in this regard, it is necessary to conduct required test before connection.
Client shall be responsible for keeping safety of user name, password, certificate and other instrument for authentication of identity provided by the Bank.
**Where Client enters the aforesaid password wrongfully for three consecutive times or haven't enter the Internet or Mobile Banking within one month from the date of application , the computer will automatically suspend the services for Client. If Client wishes to resume the use of services, Client shall proceed with related application in accordance with this Contract.**

## 第十五條 交易核對

本行於每筆交易指示處理完畢後，以電子文件或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)之方式通知客戶，客戶應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，親自或以客服專線或本行電子信箱或書面通知本行查明。
本行應於每月對客戶以平信或前項方式寄送上月之交易對帳單（該月無交易時不寄）。客戶核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，親自或以客服專線或銀行電子信箱或書面通知本行查明。
本行對於客戶之通知，應即進行調查，並於通知到達本行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。
Article 15 Verification of Transaction
After the Bank's completion of processing each transaction instruction from Client, the Bank will notify Client via electronic document or the way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, E-mail, etc.). Client shall verify on the result for any errors. If there is any discrepancy, Client shall within 45 days from completion of use, notify the Bank personally or via customer service line or e-mail or by written notice for rechecking.
The Bank shall send monthly statement of transaction processed on the preceding month to Client by ordinary mail or through the aforesaid ways (no statement if no transaction processed last month). If Client finds any errors on the statement after verification, Client shall within 45 days from completion of use, notify the Bank personally or via customer service line or e-mail or by written notice for rechecking. The Bank shall investigate on the notification by Client, and shall reply in writing to Client as to result of investigation within 30 days upon the Bank's receipt of such notification.

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## 第十六條 電子文件錯誤之處理

**客戶利用本契約之服務，其電子文件如因不可歸責於客戶之事由而發生錯誤時，本行應協助客戶更正，並提供其他必要之協助。**
**前項服務因可歸責於本行之事由而發生錯誤時，本行應於知悉時，立即更正，並同時以電子文件或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)之方式通知客戶。**
**客戶利用本契約之服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬客戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經客戶通知本行，本行應即辦理以下事項：**
**一、依據相關法令提供該筆交易之明細及相關資料。**
**二、通知轉入行協助處理。**
**三、回報處理情形。**

**Article 16 Procession for Error in Electronic Document**
**For Client's use of service under this Contract, if due to causes which is not attributable to Client, there is errors occurring to the Electronic Document by Client, the Bank shall assist Client for correction, and provide other necessary assistance for Client.**
**If due to causes attributable to the Bank, there is error occurring to the aforesaid service, the Bank shall immediately make correction upon knowing of the situation, and shall notify Client via electronic document or the way agreed by the Parties (including but not limited to: web page, in writing, phone notification, texts, E-mail, etc.).**
**For Client's use of service under this Contract, if due to causes attributable to Client, there is error occurring to the Electronic Document by Client and which due to Client's entering wrong payee bank code, deposit A/C No., or amount, have resulted to transferring into wrong account or with wrong amount, upon notification by Client, the Bank shall immediately conduct the following measures:**
**1. providing the transaction details and related document according to relevant laws.**
**2. informing the transferee's bank for assistance**
**3. reporting the situation of processing**

## 第十七條 電子文件之合法授權與責任

本行及客戶應確保所傳送至對方之電子文件均經合法授權。
本行或客戶於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。
本行接受前項通知前，對第三人使用該服務已發生之效力，由本行負責。但有下列任一情形者，不在此限：
一、本行能證明客戶有故意或過失。
二、本行依雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)方式通知交易核對資料或帳單後超過四十五日。惟客戶有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但本行有故意或過失者，不在此限。
針對第二項冒用、盜用事實調查所生之鑑識費用由本行負擔。

Article 17 Legitimate Authorization of Electronic Document and Responsibility
The Bank and Client shall ensure that all Electronic Document transmitted had been legitimately authorized.
Once the Bank or Client find there being third parties forging or using Client's user name, password, Certificate, Private Key, or other unauthorized conditions, it is required to immediately notify the other party by phone or in writing or by other agreed ways to cease such service and take necessary measures for protection.
The Bank will take responsibility for the effects occurring by the third party's use of such service prior to the Bank's receipt of the aforesaid notification, provided that the Bank will not be responsible if there is any occurrence of the following situations:
1. The Bank can prove as to Client's intentional acts or negligence.
2. The Bank had already sent transaction statement to Client for verification by the way agreed by the Parties (including but not limited to: web page, written notice, phone notification, texts, E-mail, etc.), and passing over than 45 days, provided that if Client has special cause (such as long term traveling, staying in hospital, etc.) not able to receive statement, the above period shall be prolonged to be 45 days from the end of such special cause, and provided that the Bank shall still be liable if with intentional act or by negligence.
The investigation expenses for investigation of forging as stipulated in Paragraph 2 of this Article shall be borne by the Bank.

## 第十八條 資訊系統安全

本行及客戶應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。
第三人破解本行資訊系統之保護措施或利用資訊系統之漏洞爭議，由本行就該事實不存在負舉證責任。
第三人入侵本行資訊系統對客戶所造成之損害，由本行負擔。

Article 18 Security of Computer System
The Bank and Client shall be each responsible for security of used computer system to prevent from illegal invasion, conceiving, change, destroying business record, or Client's personal data.
As to dispute of the third party's hacking into protection measure of the Bank's computer system or exploiting leak of computer system, the Bank shall have burden of proof as to non-existence of such fact.
The Bank shall be liable for the damage suffered by Client resulting from the third party's hacking into computer system of the Bank.

## 第十九條 保密義務

除其他法律規定外，本行應確保所交換之電子文件因使用或執行本契約服務而取得客戶之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經客戶同意告知第三人時，應使第三人負本條之保密義務。
前項第三人如不遵守此保密義務者，視為本人義務之違反。

Article 19 Confidential Obligation
Unless otherwise required by related laws, the Bank shall ensure that all Electronic Document exchanged and all information of Client received for use or performance of service under this Contract, shall not disclose to any third parties, and shall not be used for any purpose irrelevant to this Contract. Where the Bank discloses to the third party under consent by Client, the Bank shall ensure the confidential obligation under this Contract being complied with by the third party.
If such third party violates the aforesaid confidential obligation, the principal shall be deemed as violation of confidential obligation under this Contract.

## 第二十條 損害賠償責任

本行及客戶同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

Article 20 Remedy
The Bank and Client agree to transmit or receive Electronic Document in accordance with this Contract. Should there be any damage suffered by any party resulting from any events due to cause attributable to the other Party for situation of delay, negligence or mistake, the attributed party shall be responsible for damages suffered by such party.

## 第二十一條 紀錄保存

本行及客戶應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

本行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

Article 21 Maintenance of Record

The Bank and Client shall keep all records of transaction instruction of Electronic Document, and shall ensure its accuracy and integrity.

The Bank shall be obliged to perform under due care as a good administrator for keeping the aforesaid records. The period required for keeping the foresaid records is five years, provided that if a longer period is required by other law, such law shall be applicable.

## 第二十二條 電子文件之效力

**本行及客戶同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。**

**Article 22 Effect of Electronic Document**

**The Bank and Client agree to use Electronic Document as the way of expression, and the Electronic Document exchanged under this Contract shall have the same effect as written document, provided that the above shall not be applicable if there is law provided otherwise to exclude such application.**

## 第二十三條 客戶終止契約

客戶得隨時終止本契約，但應親自、書面辦理。

Article 23 Termination of Contract by Client

Client may terminate this Contract at any time, provided that such termination shall be processed personally and in writing.

## 第二十四條 銀行暫停交易及終止契約

**經本行依客觀事實研判帳戶疑有不當使用或冒用，本行得隨時暫停或終止網路銀行或行動銀行業務之服務。**

**本行終止本契約時，須於終止日三十日前以書面通知客戶。**

客戶如有下列情事之一者，本行得隨時以書面或雙方約定(包括不限於：網頁、書面、電話通知、簡訊、E-mail 等)通知客戶終止本契約：

一、客戶未經本行同意，擅自將契約之權利或義務轉讓第三人者。

二、客戶依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。

三、客戶違反本契約第十七條至第十九條之規定者。

四、客戶違反本契約之其他約定，經催告改善或限期請求履行未果者。

Article 24 Suspension of Transaction by the Bank and Termination of Contract

**Where the Bank determines the account being misused or embezzled according to objective facts, the Bank may at any time suspend or terminate service of Internet Banking or Mobile Banking business.**

**Where this Contract is terminated by the Bank, the Bank shall notify Client at least 30 days prior to effective date of termination.**

If there is any of the following events happened to Client, the Bank may at any time notify Client of termination of this Contract in writing or via the way agreed by parties (including but not limited to: web page, written notice, phone notification, texts, E-mail, etc.):

1. Client transfers the right and obligation of this Contract to the third party without consent by the Bank.
2. Client applies bankruptcy under Bankruptcy Law or applied for regeneration or clearing procedure under Consumer Debt Clearing Law.
3. Client violates the provisions under Article 17, Article 18 and Article 19 of this Contract.
4. Client violates other provisions under this Contract and fails to rectify after the period as demanded by the Bank.

## 第二十五條 契約修訂

**本契約約款如有修改或增刪時，本行以書面或網頁上公告通知客戶後，客戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或網頁上公告方式通知客戶，並於該書面或網頁上公告方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知客戶得於變更事項生效前表示異議，及客戶未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於前項得異議時間內通知本行終止契約：**

**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，本行或客戶通知他方之方式。**

**二、其他經主管機關規定之事項。**

**Article 25 Amendment of Contract**

**Where there is amendment to the provisions of this Contract, after the Bank's written notice to Client or publication on web page, Client shall be deemed as acceptance to such amendment if no objection within 7 days upon receipt of notice or publication on web page. However, for amendment on the following items, the Bank shall notify Client in writing or by publication on web page at least 60 days prior to effective of such amendment, and on such written notice or publication, the Bank shall stipulate the new and old provisions, and inform Client that Client may object prior to effective of such amendment and if failure to object within such period, Client is deemed as acceptance to such amendment; and inform Client that if Client objects, Client shall notify the Bank within the aforesaid period of termination of this Contract:**

**1. The way of notification to each other by the Bank or Client, when there is embezzlement or misuse by the third parties of Client's user code, password, Certificate, Private Key, or other unauthorized situation.**

**2. Other items as required by the competent authority.**

## 第二十六條 文書送達

客戶同意以訂約時所指明之 E-mail address 或登錄於本行之地址為相關文書之送達處所，倘客戶之地址變更，應即以書面或網頁等通知本行，並同意改依變更後之地址為送達處所；如客戶未以書面或依約定方式通知變更地址時，本行仍以訂約時所指明之地址或最後通知本行之地址為送達處所。

Article 26 Service of Document

Client agrees to use the E-mail address or the address registered with the Bank as address for service of related document. If there is any change to Client's address, Client shall immediately notify the Bank in writing or by web page, and agrees to use the changed address for service of document. If Client fails to notify the Bank of the new address in writing or by the agreed ways, the Bank is entitled to use the address as stipulated in this Contract or the address lastly notified for service of document.

## 第二十七條 行動銀行服務

**本行客戶使用「行動銀行」同意憑網路銀行之使用者代號及密碼登入行動銀行；客戶須登入網路銀行或行動銀行變更本行提供予客戶首次使用之密碼後，始可登入使用各項服務。**

**Article 27 Service of Mobile Banking**

**This service of Mobile Banking may be applied by Client of Internet Banking or Mobile Banking of the Bank. Client agrees to use the same user name and password for entering into Mobile Banking. Client is required to firstly enter into Internet Banking or Mobile Banking for change of password originally provided by the Bank for Client's first use before activating the service.**

## 第二十八條 履行個人資料保護法告知義務

本行向客戶蒐集個人資料，因涉及客戶的隱私權益，依據個人資料保護法(以下稱個資法)第八條第一項(如為間接蒐集之個人資料則為第九條第一項，資料來源為客戶提供)規定，告知客戶下列事項：

一、 蒐集者名稱(即台中商業銀行)

二、 蒐集之目的

三、 個人資料之類別

四、 個人資料利用之期間、地區、對象及方式
五、 當事人依個資法第三條規定得行使之權利及方式
六、 當事人得自由選擇提供個人資料時，不提供將對其權益之影響。
有關本行蒐集客戶個人資料之目的、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，客戶可至本行網站(https://www.tcbbank.com.tw/pdf/intro001.pdf)查詢。
依據個資法第三條規定，客戶就本行保有客戶之個人資料得行使下列權利：
一、 除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。
二、 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，客戶應適當釋明其原因及事實。
三、 本行如有違反個資法規定蒐集、處理或利用客戶之個人資料，依個資法第十一條第四項規定，客戶得向本行請求停止蒐集。
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，得向本行請求停止處理或利用客戶之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經客戶書面同意者，不在此限。
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，得向本行請求刪除、停止處理或利用客戶之個人資料。惟依該項但書規定，本行因執行業務所必須或經客戶書面同意者，不在此限。
客戶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，詳載於本行網站(網址：http://www.tcbbank.com.tw)，或向本行客服中心（電話4499888，行動電話及離島地區請加 04）詢問。客戶如欲向本行表示拒絕接受行銷時，可依個資法第 20 條第 2 項規定向本行客服中心表示，本行於合理處理期間後，即不再以行銷之名義利用客戶個人資料。
客戶得自由選擇是否提供相關個人資料及類別，惟客戶拒絕提供個人資料、未提供正確之個人資料或提供後向本行請求刪除部分或全部個人資料時，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供客戶相關服務或無法提供較佳之服務。
客戶知悉並瞭解上開內容符合個人資料保護法及相關法規之要求。客戶應協助將本行間接蒐集、處理或利用個人資料類別、目的及用途事，充分告知個資當事人，客戶並擔保提供予本行之個人資料所涉之個資當事人已充分知悉前揭事項，並已取得個資當事人必要之同意(包含書面或任何形式之同意)。

Article 28 Performing Obligation of Informing under Personal Data Protection Act
Since the Bank collect personal data from Client which involved private right of Client, in accordance with 1st paragraph of Article 8 of Personal Data Protection Act (for the data indirectly collected from client, Article 9 of such Act shall be applicable), the following items should be told precisely to Client:
1. the name of the Bank (ie Taichung Commercial Bank);
2. purpose of collection;
3. classification of the personal data;
4. time period, area, party and way of the use of personal data;
5. rights of Client and ways to exercise them as prescribed in Article 3 of such Act;
6. the influence on his rights and interests while Client chooses not to provide his personal data
For details of purpose of collection, classification of personal information, time period, area, party and way of the use of personal data, Client may search on the website of the Bank (https://tcbbank.com.tw/pdf/intro001.pdf).
According to Article 3 of Personal Data Protection Act, Client is entitled to the following right against the Bank as to the personal data retained by the Bank:
(1) Unless for the exception specified in Article 10 of such Act, enquiry or request to review or make a duplication, which the Bank may charge reasonable fees in accordance with Article 14 of such Act.
(2) Request to supplement or correct, provided that Client shall appropriately explain the reasons in accordance with Article 19 of Enforcement Rules of the Personal Data Protection Act.
(3) If the Bank's collecting, processing and use of personal data is in violation of Personal Data Protection Act, Client may request to discontinue collecting information in accordance with 4th paragraph of Article 11 of such Act.
(4) According to 2nd paragraph of Article 11 of such Act, where there is dispute as to accuracy of personal data, Client may request to discontinue processing and use of personal data, provided that according to such provision, the Bank may process and use the data as necessary for performance of business and indicating with dispute, or under the consent by Client.
(5) According to 3rd paragraph of Article 11 of such Act, when the specific purpose no longer exists or time period expires, Client may request to delete, discontinue to process or use his personal data, provided that according to such provision, the Bank may process and use the data as necessary for performance of business, or under the consent by Client.
If Client wishes to exercise the rights set out above under Article 3 of Personal Data Protection Act, as to the ways of execution, Client may search on website of the Bank (http://www.tcbbank.com.tw) or inquiry by contacting the Bank through 24 hours customer service line : 4499888 (for cell phone and off island areas: +04). If Client wishes to refuse acceptance of the promotional information, Client may express to service center of the Bank in accordance with 2nd paragraph of Article 20 of such Act. The Bank will not use personal data for promotional purpose after reasonable time for processing of such request.
Client may freely choose to provide related personal data and the classification, provided that if Client refuses to provide personal data, or not proving correct personal data or requesting the Bank to delete partial or all personal data after providing, and such data is required for the business approval or processing, the Bank may be unable to process necessary business approval and accordingly unable to provide related service for Client or provide better service for Client.
Client acknowledges and understands the above provisions are in compliance with requirement in Personal Data Protection Act. Client shall provide assistance for the Bank as to personal data indirectly collected by the Bank and fully inform parties of such personal data as to purpose, classification and use of such personal data. Client warrants that all parties involved in personal data provided by Client to the Bank had already been informed of the above items and Client had already obtained necessary consent from such parties (including written consent or any other ways of consent).

## 第二十九條 防制洗錢與打擊資恐相關規定

**本行為執行防制洗錢及打擊資恐作業，如發現客戶有下列情形時，得進行以下管理措施：**
**一、 本行於發現客戶為資恐防制法指定制裁之對象，以及外國政府或國際組織認定或追查之恐怖分子或團體，本行得逕行暫時停止或終止本契約。**
**二、 客戶不配合本行定期審視，對交易性質與目的或資金來源不願配合進行說明，本行得暫時停止或終止本契約。**
**三、 本行如發現客戶為指定制裁之個人、法人或團體，本行得禁止客戶對其金融帳戶、通貨或其他支付工具，為提款、匯款、轉帳、付款，交付或轉帳之行為；或對其所有財物或財產上利益，為移轉、變更、處分、利用或其他足以變動其數量、品質、價值及所在地之行為，本行亦得停止為客戶收集或提供財物或財產上利益。**

**Article 29 Related Regulation for AML and CFT**
**In order to perform the AML and CFT procedure, if there is any occurrence of the following situation by Client, the Bank is entitled to take the following measures:**
**1. Where the Bank found that Client is a target sanctioned under the Counter-Terrorism Financing Act, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization, the Bank is entitled to immediately suspend or terminate this Contract.**
**2. Where Client refuses to cooperate with the Bank for regular viewing and refuses to clarify as to purpose or source of fund, the Bank is entitled to suspend or terminate this Contract.**
**3. If the Bank found that Client is an individual, legal entity or organization under sanction, the Bank is entitled to suspend the Client's use of bank account, currencies or other payment instruments for withdrawal, remittance, transfer, payment, delivery or transfer, or as to Client's property or interest on property,**

**to suspend the Client's transfer, change, disposition, use, or other acts capable to change its quantity, quality, value or location on such property or interest on property. The Bank is entitled to suspend collecting or providing interest of properties for Client.**

## 第三十條 法令適用

本契約所載之約款若有未盡事宜，悉依有關法令規定及一般金融機構慣例辦理。

Article 30 Application of Laws

Any issues not stipulated in this Agreement shall be processed in accordance with the applicable laws, regulations and general practice of financial institutions.

## 第三十一條 法院管轄

因本契約而涉訟者，本行及客戶同意以本行總行或業務往來分行所在之地方法院為第一審管轄法院，惟不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

Article 31 Jurisdiction

Any dispute resulting from or in connection with this Contract shall be submitted to the jurisdiction of the district court of the city where Head Office of the Bank is located or the city of the branch where business transacted ,provided that the provisions under Article 47 of Consumer Protection Law and the jurisdiction regulated for small amount litigation under Article 436-9 of Civil Procedure Law shall not be exempted from application.

## 第三十二條 標題

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。

Article 32 Titles

The title of each articles under this Contract are for convenience only and shall not be used for purpose of interpretation, explanation and understanding.

## 第三十三條 契約分存

本契約壹式貳份，由本行及客戶各執壹份為憑。

Article 33 Keeping of Contract

This Contract will be executed for two counterparts, and each of them will be kept by the Bank and Client.

## 網路銀行/行動銀行外匯業務服務約定事項 Terms and Conditions for Foreign Exchange Business through Internet Banking and Mobile Banking.

## 第一條

客戶得透過本行網路銀行或行動銀行服務平台進行外匯業務之查詢及交易，其項目如下：

一、進出口業務：

(一)服務內容：客戶得透過本行網路銀行服務平台進行進口及出口業務查詢及申請等交易。

(二)客戶申請開發或修改信用狀時：

1、客戶應於本行約定之開發信用狀額度及期間內進行本項交易。

2、客戶應遵守國際商會現行適用信用狀統一慣例之相關規定。

3、客戶同意並了解透過本行網路銀行服務平台辦理信用狀之開發或修改，限信用狀內容之傳輸，保證金及相關費用授權本行自客戶帳戶扣帳。

4、客戶同意並了解辦理信用狀之開發或修改，如其條款不為本行接受時，本行得通知客戶退回該筆申請。

5、需使用憑證交易。

二、匯兌業務：

(一)服務內容：客戶得透過本行網路銀行或行動銀行服務平台進行匯出及匯入業務查詢及申請等交易。

(二)客戶申請匯出匯款時：

**1、客戶透過本行網路銀行或行動銀行服務平台進行匯出匯款時，需事先以書面或於線上約定匯出匯款之受款人及受款行資料，客戶並自行核對確認，倘因受款人及受款行資料錯誤，或因其他不可歸責於本行之事由，致外匯匯出匯款錯誤、延遲、不能送達或無法完成時，概由客戶自行承擔，本行不須負責。**

2、客戶之匯出匯款同意經本行於申請當日採用電匯方式匯至所事先以書面或於線上約定之指定受款人帳號。

**3、客戶辦理匯出匯款時，授權本行或本行之通匯行，得以認為合適之任何方式匯出匯款，並得以任何通匯銀行為解款銀行或轉匯銀行。如因解款銀行或轉匯銀行所致誤失，不論該行係由客戶或本行所指定，本行均不負任何責任。**

4、客戶同意（且已取得受款人同意）將匯出匯款相關資料提供予本行之通匯行及其為履行或確認遵循國內外政府之法令或行政監督、指導所必須提供之對象。

**5、客戶同意本行對於符合「存款帳戶及其疑似不法或顯屬異常交易管理辦法」或其他法令規範之疑似不法或顯屬異常交易存款帳戶，逕予通報、監控、暫停交易（存入、提領、匯出或匯入款項等）或結清帳戶等處理措施，存款餘額則由依法可領取者向本行領取。同意本行依「洗錢防制法」及「資恐防制法」對於受資恐防制法指定制裁、外國政府或國際組織認定或追查之恐怖份子或團體者得拒絕業務往來或逕行關戶；對於不配合定期審視、對交易之性質與目的或資金來源不願配合說明等，本行得暫時停止交易，或暫時停止或終止業務關係。**

6、於中華民國境內之交易，其交易標的涉及中華民國境外之貨品或勞務之匯款，應檢附與該筆外匯收支或交易有關合約、核准函等證明文件臨櫃辦理。如於網路銀行或行動銀行辦理結匯，結匯金額需計入客戶當年度結匯額度。

**三、外匯存款業務：**

(一)服務內容：客戶得透過本行網路銀行或行動銀行服務平台進行外匯存款查詢及申請等交易。

(二)客戶申請轉帳交易時：

1、客戶透過本行網路銀行或行動銀行服務平台進行外匯活期存款結購、結售，其外匯存款轉出轉入帳號及臺幣存款轉出轉入帳號須事先以書面或於線上約定，且限客戶帳號，外匯存款轉出金額限外匯活期存款帳戶內可用餘額為限，不得辦理外匯定期存款質借。

2、客戶透過本行網路銀行或行動銀行服務平台進行外匯活期存款幣別轉換，其轉出轉入限客戶之同一外匯活期存款帳號，外匯存款轉出金額限外匯活期存款帳戶
內可用餘額為限，不得辦理外匯定期存款質借。

3、客戶透過本行網路銀行或行動銀行服務平台進行外匯存款轉帳，其轉入限同一幣別，轉入帳號限客戶之其他外匯活期存款帳號或事先以書面或於線上約定之第三人同幣別之外匯存款帳號。

**Article 1**

Client may process enquiries and transaction of foreign exchange business through the Bank's Internet Banking or Mobile Banking service platform and the items are listed below:

1. Import/Export Business:
   (1) Details of Service: Client may process transactions of enquiries and applications, etc. as to import and export business through the Bank's Internet Banking service platform.
   (2) Where Client applies to issue or amend letter of credit:

(i) Client shall process this transaction within the limit and period for issuing letter of credit as required by the Bank.
(ii) Client shall comply with all regulations related to the updated Uniform Customs and Practice for Documentary Credits promulgated by International Chamber of Commerce.
(iii) Client agrees and acknowledges that the processing of issuing and amending letter of credit through the Bank's internet banking service platform, is limited to transmission of content of letter of credit. The security bond and related expenses is authorized by Client for the Bank to debit from Client's account.
(iv) Client agrees and acknowledges that for the issuance and amendment of letter of credit, if the provisions in letter of credit are not acceptable by the Bank, the Bank may notify Client for rejection of such application.
(v) This transaction is required to use certificate.

**2. Exchange Business:**

(1)Details of Service: Client may process transactions of enquiries and applications, etc. as to outward remittance and inward remittance business through the Bank's Internet Banking or Mobile Banking service platform.

(2)Where Client applies outward remittance:

**(i)Where Client processes outward remittance through the Bank's Internet Banking or Mobile Banking service platform, prior to processing, Client must designate payee and payee's bank account information for outward remittance in writing or online designating. Client shall verify and confirm. If due to wrong information of payee or payee's bank account, or other causes not attributable to the Bank, there is mistake, delay, non-delivery or incompleteness as to outward remittance, Client shall assume the losses and the Bank is not liable in any way.**

(ii)Client agrees that the Bank may process Client's outward remittance by T/T on the applied day to the designated payee account preset in writing or online.

**(iii)Where Client processes outward remittance, Client authorizes the Bank or its correspondent bank to process outward remittance of funds, using any method the Bank deems appropriate, and the Bank is entitled to use any correspondent banks as the beneficiary bank or the intermediary bank. The Bank will not be liable for any errors of the beneficiary bank or the intermediary bank, no matter such bank is designated by Client or the Bank.**

(iv)Client agrees (and has obtained consent from payee) to provide the related information of outward remittance to the Bank's correspondent bank and to the parties necessary for performance and compliance with regulations or supervision and direction required by domestic/foreign governments.

**(v)Client agrees that for any suspicious or unusual deposit accounts as specified in "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions" or other laws, the Bank is entitled to take measures of notification, watch, suspending transactions (as to depositing, withdrawal, outward remittance, inward remittance, etc.) or closing account. The balance of deposit account will be withdrawn by the party legally entitled to withdraw from the Bank. Client agrees that the Bank in accordance with "Money Laundering Control Act" and "Counter-Terrorism Financing Act", as to the target sanctioned under Counter-Terrorism Financing Act or any terrorist or group designated or pursued by foreign governments or international organizations, the Bank is entitled to refuse business transaction or close the accounts. If Client refuses to cooperate with the Bank for regular reviewing, providing declaration as to nature and purpose of transaction or source of fund, etc., the Bank is entitled to temporarily suspend transaction, or temporarily cease or terminate business relationship.**

(vi)For domestic transaction which involved remittance for products or service from abroad, it is required to attach the related certificate document such as contract related to such foreign exchange or transaction, approval letter, etc. and process over the counter. If Client processes foreign currency settlement online, the settlement amount of foreign currency shall be calculated into the Client's yearly foreign exchange settlement maximum limit.

**3. Foreign Exchange Deposit Business:**

(1)Details of Service: Client may process transactions of enquiries and applications for foreign exchange deposit business through the Bank's Internet Banking or Mobile Banking.

(2)Where Client applies transfer transaction:

(i)Where Client processes foreign currency demand deposit purchase/sale through the Bank's Internet Banking or Mobile Banking service platform, the payer and payee foreign currency deposit account and payer and payee TWD deposit accounts shall be preset in writing or online designating. Such designation is limited to the accounts of the Client and the amount of outward remittance from foreign currency deposit is limited to the available balance of foreign currency demand deposit account without processing loan pledged by foreign currency time deposit.

(ii)Where Client processes foreign currencies conversion of foreign currency demand deposit through the Bank's Internet Banking or Mobile Banking service platform, the outward and inward are limited to the same foreign currency demand deposit account, and the outward amount of foreign currency deposit is limited to the available balance of foreign currency demand deposit account without processing loan pledged by foreign currency time deposit.

(iii)Where Client processes foreign currency deposit transfer through the Bank's Internet Banking or Mobile Banking service platform, the inward amount is limited to the same currency, and the inward payee account is limited to Client's other foreign currency demand deposit account or the third party's foreign currency deposit account under the same currency which had been preset in writing or online.

## 第二條

客戶向本行申請本契約之相關服務時：

一、客戶同意透過本行網路銀行或行動銀行辦理外匯交易，合併臨櫃及電子化業務所有通路之限額如下：

（一)同一營業日臺幣結購匯出匯款與臺幣結購存入外存兩者合計，及外存結售臺幣等涉及臺幣兌換之交易分別為個人及團體上限等值美金 50 萬元（不含)，公司及行號上限等值美金 100 萬元（不含)。若達新臺幣 50 萬元（含）以上，需使用憑證。

（二)同一營業日原幣匯出匯款、外幣轉帳及幣別轉換總和上限為個人及團體等值美金 50 萬元（不含)，公司及行號上限等值美金 100 萬元（不含)。

（三)超過限額之外匯交易應至本行櫃台辦理。

**二、客戶同意透過本行網路銀行或行動銀行服務平台及臨櫃交易進行外匯業務結匯金額，個人、團體每筆或每日累計結匯金額；公司、行號每筆或每日累計結匯金額，達大額結匯金額，應至本行櫃台辦理大額結匯申報。每年結匯金額額度依中央銀行規定，倘因法令規定之限制或客戶外匯額度已用罄致無法結匯時，由客戶自行負責。**

**三、客戶願依有關之規定，並參考本行提供之申報書樣式及填寫之輔導說明，據實填報結匯性質，如有申報不實，日後辦理新臺幣結匯申報事宜，客戶應至本行櫃台辦理。**

四、客戶若憑主管機關核准文件辦理之結匯案件，其累計結匯金額不得超過核准金額，並應檢附相關外匯證明文件至本行櫃台辦理結匯。

五、客戶同意外匯收支或交易未辦理新臺幣結匯，以本行掣發之其他交易憑證視同申報書。

**Article 2**

Where Client applies the related services under this Contract:

1. Client agrees that in processing foreign exchange transactions through the Bank's Internet Banking or Mobile Banking, the limit for combining business over the counter and through electronic business is as blow:
   (1) For the same business day, the combining amount of foreign exchange purchased by TWD for outward remittance and foreign currency purchased by TWD for depositing into foreign currency deposit account, and foreign currency sale which involved transactions exchanged by TWD, shall be limited to the equivalent amount of USD 500,000 (excluding) for individual and organization. For company and business, the limit is the equivalent amount of USD 1,000,000 (excluding). If the transaction amount achieves TWD 500,000 (including), Client is required to use Certificate.
   (2) For the same business day, the combining amount of original currency outward remittance, foreign currency transfer and conversion of currencies, shall be limited to the equivalent amount of USD 500,000 (excluding) for individual and organization. For company and business, the limit is the equivalent amount of USD 1,000,000 (excluding).
   (3) For the foreign exchange transactions exceeding the aforesaid limit, Client is required to process over the counter.

**2. Where Client processes foreign exchange transaction through the Bank's Internet Banking or Mobile Banking service platform, for each settlement or daily accumulated foreign exchange settlement amount by individual or organization and by company or business, if achieving great amount foreign exchange settlement amount, Client shall process great amount foreign exchange declaration, such limit is subject to regulation of Central Bank for each year. If due to limitation by regulation or exceeding limit imposed by government, Client is unable to complete foreign exchange transactions, such losses shall be assumed by Client.**

**3. Client will correctly declare nature of foreign exchange on the declaration form provided by the Bank with reference to the Bank's explanation. If there is incorrect declaration of foreign exchange transaction by Client, all subsequent declaration of foreign exchange shall be made over the counter.**

4. If Client's foreign exchange settlements are made with the competent authority's approval, the accumulated foreign exchange amount shall not exceed the approved amount, and these foreign exchange transactions shall be declared at the Bank's counter with attachment of the related foreign exchange evidencing documents.

5. Client agrees that for foreign exchange transaction which fails to process TWD foreign exchange settlement, the other transaction certificate issued by the Bank is deemed as declaration.

## 第三條

**客戶同意透過本行網路銀行或行動銀行服務平台進行外匯業務結匯之匯率，除另有議定外，實際成交匯率依實際交易完成當時之牌告匯率為準，尚未執行結匯交易前查詢所得之匯率僅供參考，已成交之外匯交易，不得撤銷。倘遇外匯市場波動劇烈時，本行得視實際情形需要，暫停本契約相關外匯結匯之服務。**

**Article 3**

**Client agrees that where Client processes foreign exchange business through the Bank's Internet Banking or Mobile Banking service platform, as to the exchange rate, unless otherwise agreed between the parties, the actually transacted exchange rate shall be based on the listed exchange rate at the time actually completing transactions. The enquired exchange rate prior to settlement of transaction is for reference only. Completed foreign exchange transactions cannot be revoked. Where there is significant fluctuation in foreign exchange market, based on the current situation, the Bank is entitled to suspend the related services of foreign exchange settlement under this Contract.**

## 第四條

本外匯業務交易時間：

業務查詢及線上約定：每日全天二十四小時，線上新增約定於設定成功當日生效。

交易申請及轉帳交易：本行網路銀行及行動銀行營運時間內(營業日每日上午九時十分至下午三時三十分)。

**Article 4**

**Foreign exchange transaction hours:**

**For business enquiries and online designation: 24 hours. Online new adding designation is effective on the same day of successfully setting.**

**For application of transaction and transfer transaction: within the business hours of the Bank's** Internet Banking and Mobile Banking **(from AM 9:10 to 3:30 PM of a business day).**

## 電子憑證暨動態密碼產生器（OTP Token）約定事項

## Terms and Conditions for Use of E-Certificate and OTP Token

電子憑證 E-Certificate

立約定書人（以下簡稱用戶）茲向台中商業銀行 (以下簡稱註冊中心)申請加入臺灣網路認證股份有限公司（以下簡稱認證中心）之網路認證服務，所提供的身分證明文件與資料詳細且正確，以供註冊中心核驗身分；認證中心與註冊中心得保留核發公開金鑰憑證（以下簡稱憑證）之權利；用戶獲註冊中心同意後，依註冊中心提供之授權資料及程序向認證中心申請簽發憑證（Certificate），並聲明如下:

The Applicant ("User") hereby applied with Taichung Commercial Bank ("Registration Center") for participation of Internet Certification Service as provided by Taiwan - CA Inc. ("Certification Center"). The ID certificate document and information are complete and accurate for verification of identity by Registration Center. Certification Center and Registration Center are entitled to reserve the right for issuance of Public Key Certificate. Upon consent by Registration Center, by the authorized information and procedure provided by Registration Center, User applies with Certification Center for issuance of Certificate, and declares as below:

一、 用戶提供之資料、印鑑及簽章皆為合法且經用戶確認無誤，並同意由註冊中心提供下列之基本資料轉交認證中心處理。

The information, seals, and signature provided are legal and confirmed by User and are agreed by User to be provided to Certification Center through Registration Center for processing.

二、 用戶負有保護私密金鑰之責任。凡用戶之私密金鑰簽署之電子訊息經交易對方收取後，用戶承認其效力與經簽名蓋章之書面文件相同。

User is responsible for protection of Private Key. Where the electronic message with User's signature by Private Key being received by trading counterparty, User admits that such electronic message has the same effect as executed written document.

三、 憑證用途 Purpose of Certificate:

認證中心簽發之用戶憑證，係供用戶於網路交易之電子訊息上簽署及核驗之用，亦可用於身分確認及傳輸資料加解密之用。

The User's Certificate issued by Certification Center is for use by User in signature and verification of electronic message for internet transaction, and also for use of verification of identity and encryption/ decryption for transmission.

四、 申請註冊與費用收取 Application of registration and charges:

(一) 用戶同意使用本項業務時，依註冊中心公告當時之收費標準給付費用，並同意註冊中心逕自『憑證付費

帳號』中扣繳支付服務費用。
Where using this business, User agrees to pay the fees in accordance with the current fee schedule published, and authorizes Registration Center to deduct the service charges from "Certificate Paying A/C No.".

(二) 用戶應依照註冊中心告知之申請項目及程序於網路上完成有關憑證之申請作業。
User shall complete the application as to Certificate online in accordance with the applying items and procedures advised by Registration Center.

(三) 用戶於憑證效期生效後 7 日內要求終止憑證者，所繳納之費用於扣除處理手續費（含認證中心之手續費）後，無息退還予申請人。用戶憑證生效超過 7 日以上者，所收之費用不予退費。 If User requests for termination of Certificate within 7 days from effective date of Certificate, after deducting handling fees (including handling fees of Certification Center), the charged fees will be returned to Applicant without interest. If after 7 days from effective date of Certificate, the charged fees will not be refunded.

五、 憑證使用規範 Regulation for use of Certificate:

用戶申請簽發之憑證，供用戶、註冊中心網站及認證中心網站間使用；用戶申請簽發之憑證，不可至其他參加銀行使用。
The Certificate issued to User may be used between User, website of Registration Center, and website of Certification Center, and may not be used in other banks.

(一) 憑證多用途同意條文：客戶申請之「網路銀行」憑證，除得於約定範圍使用，尚得使用於認證中心網站公告之應用範圍內，除此之外，客戶不得將該憑證作其他目的使用。
Consent on Multiple Purpose: The "Internet Banking" Certificate applied by client, may be used in application scope as published in website of Certification Center, in addition to the agreed scope. Besides that, client may not use such Certificate for other purpose.

(二) 用戶應依據認證中心制定並公布於網站之「憑證實務作業基準」(以下簡稱 CPS)規定使用憑證及其他相關服務。認證中心得修改其 CPS，並公佈於認證中心網站，其網址如下：(http:// www.taica.com.tw)。
User shall use Certificate and other related services in accordance with "Certificate Practice Standards" ("CPS") as promulgated and published by Certification Center in its website. Certification Center may amend such CPS and publish on its website (http://www.taica.com.tw).

(三) 用戶不得使用憑證從事任何違反法令之行為。
User may not use Certificate for any illegal acts.

(四) 憑證有效期間屆滿或經註冊中心廢止者，用戶應即停止使用該憑證。
Upon expiry of valid period of Certificate or abolishment by Certification Center, User shall immediately cease using such Certificate.

(五) 申請為憑證用戶後，先前約定轉帳之帳號皆可適用於匯款功能。
After User's application and becoming user of Certificate, all the A/C Nos. previously designated for transfer is applicable for remittance function.

六、 用戶權責 The Right and Obligation of User：

(一) 用戶應妥善保護其私密金鑰，且不得洩漏或交付予他人使用，如因將私密金鑰洩漏或交付予他人使用，致造成註冊中心、認證中心或第三人遭受損害時，應由用戶負損害賠償責任。
User shall keep safety of its Private Key and shall not disclose or lend to other parties. Should there be any damage suffered by Registration Center, Certification Center or the third party resulting from User's disclosing or delivering Private Key to other parties, User shall be liable for compensation.

(二) 用戶若因故意、過失或不正當意圖而提供不實資料，致註冊中心、認證中心或第三人遭受損害時，應由用戶負損害賠償責任。
Should there be any damages suffered by Registration Center, Certification Center or the third party resulting from User's intentional acts, negligence or providing false information with illegal intention, User shall be liable for compensation.

(三) 若私密金鑰有被冒用、曝露及遺失等不安全的顧慮時，用戶必須立刻向註冊中心辦理註銷該憑證。
If there is security concerns such as embezzlement, exposure, and lost of Private Key, User shall immediately apply for cancel of such Certificate with Registration Center.

(四) 用戶與交易對方(含註冊中心)間因交易關係所生之主張或請求，均應向交易對方提出。認證中心得於用戶與交易對方於網路交易產生爭議或糾紛時，擔任見證。
If there is any claim or demand for dispute between User and trading counterparty (including Registration Center), User shall claim against trading counterparty. Certification Center may be witness in the dispute between User and trading counterparty.

（五） 用戶若有違反本約定條款或 CPS 之行為，認證中心/註冊中心得於通知用戶後廢止用戶憑證，且不退還用戶已繳之任何費用；用戶上述行為若對註冊中心、認證中心、交易對方或第三人造成損害，應負損害賠償責任。

If User violates any provisions under this Contract or CPS, Certification Center/Registration Center may abolish User's Certificate after notifying User, without returning any fee paid by User. Should there be any damages suffered by Registration Center, Certification Center, trading counterparty or the third party resulting from User's aforesaid violation, User shall be liable for compensation.

七、 憑證更新 Renewal of Certificate:

（一） 憑證有效期間為自憑證簽發日或憑證更新日起一年。

The Certificate shall be valid for one year from issuance of Certificate or renewed date of Certificate.

（二） 憑證有效期間屆滿前 30 天內，用戶應申請憑證更新，憑證更新費用授權註冊中心逕自「憑證付費帳號」中扣繳。

Within 30 days prior to expiry of Certificate's valid period, User shall apply for renewal of Certificate. The renewal fee is authorized to be deducted from "Certificate Paying A/C No." by Registration Center.

八、 憑證暫禁與解禁 Suspension and Unlock of Certificate:

用戶如欲暫停使用憑證時，可至註冊中心網站線上辦理憑證暫禁作業。

用戶於憑證暫禁之原因消失後，需至註冊中心臨櫃辦理憑證解禁。

認證中心或註冊中心，遇有用戶有任何惡意不當之行為時，得暫禁用戶憑證，且不退還用戶已繳之任何費用。

If User wishes to suspend the use of Certificate, User may process online in website of Registration Center for suspension of Certificate.

Once the reason for suspension no longer exists, User is required to process the procedure of Unlock for Certificate over the counter of Registration Center.

If there is any malicious or illegal acts by User, Certification Center or Registration Center is entitled to suspend User's Certificate without refunding any fees paid by User.

九、 憑證註銷 Cancellation of Certificate:

用戶有下列情事者，必須至註冊中心網站線上註銷憑證

If there is any of the following events happened to User, User is required to cancel Certificate online in website of Registration Center:

（一） 在憑證有效期間內，用戶身分證字號或營利事業統一編號更改時。

Within Certificate' valid period, User's ID No. or GUI number is changed.

（二） 私密金鑰有毀損、遺失、曝露、被篡改或有為第三者竊用之虞時。

Private Key is destroyed, lost, exposed, falsified or possibly stolen by third parties.

（三） 認證中心或註冊中心遇有下列情形得註銷用戶憑證，且不退還用戶已繳之任何費用。

If there is any occurrence of the following events, Certification Center or Registration Center is entitled to cancel User's Certificate without refunding any fees paid by User.

1. 用戶身分證字號或營利事業統一編號更改，而未通知認證中心者。
   User changed the ID No. or GUI number without informing Certification Center.
2. 所填載事項或證明文件不實或用戶違反憑證使用規定者。
   Items filled by User or certificate document provided by User were false or User violates regulation for use of Certificate.

十、 責任限制 Limit of Liability:

如因網際網路傳輸的中斷或設備的故障或其他不可抗拒的天災事故(如戰爭或地震等)，造成用戶損失時，註冊中心不負損害賠償責任。

For any losses suffered by User due to interruption of internet transmission or failure of equipment or other force majeure events (such as wars or earthquake, etc.), Registration Center is not liable for compensation.

十一、 約定條款之終止 Termination of Contract：用戶依本約定條款所申請之憑證效期屆滿逾六個月且未繼續更新憑證者，或經註銷後，雙方終止本約定條款。

If User fails to renew Certificate applied under this Contract after six months of expiry of validity of Certificate, or Certificate is cancelled, this Contract is terminated.

**動態密碼產生器（OTP Token）**

一、 用戶向本行申請網路銀行之轉帳服務的均可申請使用動態密碼產生器（OTP Token），使用在自行轉帳、跨行

轉帳、預約轉帳等交易。
Where User applied transfer service of Internet Banking with the Bank, User may apply for use of OTP Token in transactions of transfer within the Bank, interbank transfer, and preset transfer, etc.

二、用戶之動態密碼產生器（OTP Token）如有遺失之情形，應儘速以網路銀行或其他方式通知銀行辦理掛失手續。存戶欲取消掛失或申領新動態密碼產生器（OTP Token），須攜帶身分證件、原留印鑑至銀行辦理。
If there is lost of User's OTP Token, User shall promptly inform the Bank via Internet Banking or other ways for processing lost report procedure. If User wishes to cancel application of lost report or apply for new OTP Token, User shall bring ID certificates document and originally registered seal, and come to the Bank personally for processing.

三、網路銀行非約定帳戶轉帳部分，每筆轉出金額最高為新台幣五萬元，每戶每日累計轉出金額最高為新台幣十萬元，每月累計轉出金額最高為新台幣二十萬元。
For non-designated transfer via Internet Banking, the maximum transfer amount for each transaction is TWD50,000, and the maximum accumulated transfer amount daily for each account is TWD100,000, and the maximum accumulated transfer amount monthly for each account is TWD200,000.

四、用戶如申請在操作每筆轉帳交易時，均可選擇是否要使用動態密碼產生器（OTP Token），則選擇不使用動態密碼產生器（OTP Token）之轉帳交易，其轉帳額度係按原有額度計算。
Where User operates each transfer transaction, User may freely choose whether to use OTP Token. If User chooses not to use OTP Token for transfer transaction, the transfer maximum amount is calculated based on the original maximum limit.

五、用戶申請動態密碼產生器（OTP Token）之費用，由銀行訂定之並得隨時調整。若存戶申請註銷動態密碼產生器（OTP Token），動態密碼產生器（OTP Token）不須收回，銀行亦不退費。
The fee for User's application of OTP Token is in accordance with regulation promulgated by the Bank and subject to the Bank's adjustment at any time. If User applies for cancellation of OTP Token, it is not required to return OTP Token, and the fee paid by User will not be refunded.

六、用戶同意銀行及財團法人金融聯合徵信中心、與該中心往來之金融機構於其各該特定目的範圍內，得蒐集、電腦處理、國際傳遞及利用存戶之個人資料。
User agrees that the Bank, Joint Credit Information Center, and the financial institution having business relationship with such Center, may within scope of each specific purpose, collect, process through computer, internationally transmit and use the personal data of User.

七、本約定事項如有未盡事宜悉依有關法令辦理。
Anything not stipulated in this Contract shall be in accordance with related laws.

八、因本約定所發生之爭議，雙方同意以本行總行或業務往來分行所在之地方法院為第一審管轄法院。
For any dispute resulting from or in connection with this Contract, the Parties agree to submit to the jurisdiction of district court of the city where Head Office of the Bank is located or the city of the branch where business transacted.

**網路銀行黃金存摺業務服務約定事項**
**Terms and Conditions for Gold Passbook Business through Internet Banking**

一、立約人得透過　貴行網路服務平台進行黃金存摺業務之查詢及交易，其項目如下 Applicant may process enquiries and transactions for gold passbook business through the Bank's internet banking service platform, and the items are listed as blow:

(一)、 買進 Buying：

1、 立約人買進黃金存入本帳戶時，係按買進當時　貴行掛牌**賣出價格**繳交買進黃金價款。Where Applicant buys gold depositing into this account, Applicant shall pay the purchase price of gold at the Bank's listed sale price at the time of purchase.

2、 除定期定額投資外，每次買進之黃金數量不得低於基本掛牌單位，並應為基本掛牌單位的整倍數。Except for cost averaging investment, each of the purchased amounts shall not be less than the basic unit and shall be an integral multiple of basic unit.

3、 立約人買進黃金存入時，以自本人在 貴行開立之黃金存摺帳戶所約定之新臺幣帳戶(以下稱:約定帳戶)內扣取價款為限。Where Applicant buys gold for depositing, the payment of the purchase price is required to be debited from Applicant's designated TWD account (hereinafter called "Designated Account") for gold passbook account in the Bank.

4、 立約人同意　貴行得委請臺灣銀行代為保管買進存入本帳戶之黃金。Applicant agrees that the Bank may subcontract Bank of Taiwan for custody of gold purchased and deposited in this account.

(二)、 定期定額投資 Cost Averaging Investment：

1、 申請 Application：

(1) 立約人委由　貴行於投資日自約定帳戶內扣取投資金額及手續費。Applicant entrusts the Bank to debit the investment amount and handling fees from Designated Account on the investment day.

(2) 立約人為自然人時，其約定帳戶應為立約人本人於　貴行開立之新臺幣活期性存款帳戶(不含支票存款帳戶)；立約人為法人或機關團體時，約定帳戶以於　貴行開立之新臺幣活期存款或綜合存款帳戶為限。Where Applicant is individual, the Designated Account shall be Applicant's TWD demand deposit account (excluding check deposit account) in the Bank.　Where Applicant is legal entity or organization, the Designated Account is required to be TWD demand deposit account or composite deposit account only.

2、 買進 Buying：

(1) 立約人得約定每月 2、6、12、16、22、26 日中任一日或數日為投資日(遇例假日為次一營業日)，若於投資日或投資日以後始申辦定期定額投資者，自次一投資日開始扣款。Applicant may specify one day or more days on the 2nd, 6th, 12th, 16th, 22 th, 26th of each month as the investment day (deferring to the next business day if on holiday). If Applicant applies for cost averaging investment on or after the investment day, the investment amount will be debited from the next investment day.

(2) 立約人辦理定期定額投資，每次投資金額至少為新臺幣 3,000 元，並應為新臺幣 1,000 元之整倍數。Where Applicant processes cost averaging investment, the amount of each investment shall be at least TWD 3,000 and is required to be an integral multiple of TWD 1,000.

(3) 立約人應於投資日前一營業日於約定帳戶留存足額投資款項(含手續費)，否則視為當次不委託辦理投資。Applicant shall have sufficient investment amount (including handling fees) in the Designated Account on the business day prior to the investment day, otherwise it will be deemed as no entrustment for processing investment at this time.

(4) 立約人同意倘投資日約定帳戶同時有數筆款項代扣，而存款餘額不足時，以　貴行執行扣款作業之先後次序為準，立約人不得指定或有異議。Applicant agrees that if there are multiple debits in the Designated Account on the same investment day and the balance of account is insufficient for debits, the order of the debits shall be based on the Bank's operation and Applicant may not appoint the order of the debits nor raise any objection.

(5) 貴行於扣款作業完成後，將投資金額依當日　貴行基本掛牌單位第一次掛牌賣出價格買進黃金存入立約人之黃金存摺帳戶，換算黃金數量計算至小數點第 2 位(第 3 位四捨五入)。Upon completion of debit operation, the Bank shall use the investment amount to purchase gold at the first listed sale price of the Bank's prevailing price on the day and deposit into Applicant's gold passbook account. The conversion of weight for gold shall be calculated to the second decimal place (rounding to the nearing second decimal place).

(6) 如有下列情形之一者，貴行於投資日不辦理扣款投資 Should there be any occurrence of the following situations, the Bank will not process debit nor investment on the investment day:

甲 立約人申請暫停投資：貴行將停止扣款投資，但立約人得於其後申請恢復扣款。Application for suspension of investment by Applicant: The Bank will cease debit and investment, provided that Applicant may further apply for resuming debit.

乙 約定帳戶餘額不足：立約人如未留存足額投資款項，因而連續 3 次未能辦理投資者，貴行將暫停扣款投資，但立約人得以書面重新申請恢復扣款。Insufficient balance in Designated Account: If Applicant fails to have sufficient investment amount in the Designated Account which resulting in failure to process investment for three consecutive times, the Bank will suspend debit and investment, provided that Applicant may reapply in writing to resume debit.

丙 約定帳戶已辦理結清銷戶：貴行將終止扣款投資。Close of the Designated Account: The Bank will terminate debit and investment.

(7) 定期定額投資扣款約定扣款金額及手續費新臺幣 100 元足以扣款時，視為扣款成功，並收取新臺幣 100 元；若扣款金額或手續費不足時，視為扣款失敗，免收扣款手續費。Where there is sufficient balance for debit of designated debit amount and handling fee of TWD 100 for cost averaging investment, it is deemed as successfully debited and it will be charged for TWD 100.　If there is insufficient balance for designated debit amount or handling fee, it is deemed as failure for debit and no charge of handling fee for debit.

3、 立約人得向　貴行申請變更約定帳戶、投資金額或投資扣款日，並自次一營業日起生效。Applicant may apply with the Bank for change of Designated Account, investment amount or investment debit day, and the change shall be effective from the next business day.

(三)、 回售 Selling Back：

1、 立約人回售黃金時，係按回售當時　貴行掛牌**買進價格**向　貴行辦理回售。Where Applicant sells back gold, Applicant shall process selling back based on the Bank's listed purchase price at the time of selling back.

2、 立約人每次回售黃金數量不得低於基本掛牌單位，並應以基本掛牌單位之整倍數交易，但將帳戶餘額全數回售者，不在此限。The selling amount of gold shall not be less than the basic unit and shall be transacted on an integral multiple of the basic unit, except for selling back the entire balance of the account.

3、 立約人回售黃金之價款以存入約定帳戶為限。The payment for selling back of gold is required to be deposited into Applicant's Designated Account.

(四)、 轉帳 Transfer：立約人如欲於網路辦理黃金存摺轉帳服務，須事先親自臨櫃辦理約定黃金存摺轉出、轉入帳號，始得將黃金由約定轉出帳戶轉帳至　貴行其他黃金存摺約定轉入帳戶，若僅辦理約定黃金存摺

轉出帳戶，未辦理轉入約定帳戶，則僅限轉入自行本人其他帳戶。If Applicant wishes to process transfer of gold passbook online, Applicant is required to personally visit the Bank to apply for designation of payer and payee accounts of gold passbook first, and then Applicant may transfer gold from designated payer account to other designated payee gold passbook account in the Bank. If Applicant only processes designation of gold passbook payer account without processing designation of payee account, Applicant may only transfer gold into Applicant's other account in the Bank.

二、 立約人所開立之黃金存摺約定帳戶如係為綜合存款項下之活存或活儲，其餘額如不足支付立約人買進價款或定期定額投資款項時，則由 貴行自動就定存、定儲設質總額九成限度內墊付，墊付金額即為立約人向 貴行之借款，不另立借據。前項借款期間，不得超過借款當時已設質定存或定儲之最後到期日。倘立約人欲暫停綜合存款質借功能，應向 貴行提出申請，並以書面約定之。Where the Applicant's Designated Account of gold passbook is demand deposit account or demand saving account under composite deposit account, if the balance of such account is insufficient to pay purchase amount or investment amount for cost averaging investment, the Bank will automatically make advance payment within 90% of pledged amount of time deposit or time saving deposit, and the advance payment is a loan from the Bank to Applicant, without signing separate loan agreement. The aforesaid loan period shall not exceed the final expiry date of pledged time deposit or time saving deposit at the time of loan. If Applicant wishes to suspend the function of loan by pledge of composite deposit, Applicant is required to apply with the Bank and arrange in writing.

三、 立約人每日經由網路銀行服務進行黃金存摺買進、回售交易之當日累計最高限額各以新臺幣貳仟萬元為上限且不併入新臺幣轉帳當日額度限額；黃金存摺轉帳轉出交易之當日累計最高限額則以壹仟公克為上限。The daily accumulated maximum amount for transaction of buying and selling back of gold processed by Applicant through internet banking is TWD 20,000,000, excluding daily limit of TWD transfer amount. The daily accumulated maximum amount of gold for outward transfer transaction of gold passbook is 1,000 grams.

四、 手續費：悉依 貴行收費標準計收，並得視業務需要調整收費標準或內容，逕公告於營業處所明顯處或於網站上公開揭示。Handling Fee: The fee charged shall be in accordance with the fee schedule published by the Bank, and the Bank is entitled to adjust the fees or details where necessary for business, provided that the Bank shall post such adjustment on the obvious place in the business premises or publish on website.

五、 立約人之約定帳號得向 貴行申請變更(限與黃金存摺相同身分證號/統一編號之帳戶)，變更前約定帳號之交易仍屬有效。Applicant may apply with the Bank for change of Designated Account (only for the account with the same ID No./GUI number as gold passbook), and the transactions prior to change of Designated Account are still effective.

六、 網路銀行內所記載單價資料係每筆交易之價格，並不代表帳戶內黃金餘額之價值。The unit price information listed in internet banking is the price of each transaction, which does not represent value of balance of gold in the account.

七、 **本存摺帳戶不計算利息。There is no calculation of interest for this passbook account.**

八、 **黃金存摺非屬存款保險條例規定之標的，不受存款保險保障。The gold passbook is not the insured items under Deposit Insurance Act, and is not protected under deposit insurance.**

九、 本存摺表彰之權利不得轉讓或質押予第三者。The right under this passbook may not be transferred nor pledged to the third parties.

十、 立約人辦理黃金存摺各項事宜，如有涉及贈與、繼承及應繳稅捐等情事，悉由立約人或其繼承人自行申報與負擔。Where Applicant processes in respect with gold passbook, if there is involvement of gift, inheritance and any payable taxes, Applicant or the heirs shall be responsible for declaring and assumption of liability.

十一、 **投資風險:國際黃金價格有漲有跌，投資黃金可能產生本金收益或損失，立約人自行審慎判斷投資時機並承擔投資風險，最大可能損失為買進金額之全部。Risk of Investment: The international price of gold may fluctuate and investment in gold may result in principal gains or losses. Applicant shall prudently determine the timing of investment and assume risk of investment. The maximum possible loss for the investment is the entire purchase amount.**

十二、 立約人同意與 貴行往來期間，如遇有 貴行或他人聲請假扣押、假處分、強制執行或有疑似洗錢不法使用之情事時，貴行得逕行終止本約定書，並依法辦理後續事宜。During the business transaction period between Applicant and the Bank, if there are preliminary injunction, provisional injunction, or enforcement procedure applied by the Bank or other parties, or suspected activities of money laundering, the Bank is entitled to terminate this Contract and further process in accordance with laws.

十三、 貴行對立約人所為之通知或函件(含 e-mail)，依立約人於 貴行留存之地址或其最後以書面指定之地址郵寄後，經通常之郵遞期間，即視為已送達於立約人。For any notice or letter (including e-mail) by the Bank to Applicant, once the Bank mails to the address registered in the Bank or lastly designated by Applicant in writing, it is deemed as legally delivered to Applicant after the usual period for mailing.

十四、 立約人使用網路銀行服務，應於 貴行網站公告之服務時間內為之，各服務項目之操作，除遵守本約定事項之約定外，並同意依相關法令及 貴行於其網站就該服務所公告之相關規定(包括但不限於約定事項、注意事項等)辦理；若依相關法令或 貴行於其網站公告之相關規定，應由立約人親自臨櫃或另為書面處理時，立約人同意儘速至 貴行所屬營業單位辦理。Applicant shall use internet banking service within the service hours as published on the Bank's website. For operation of each item of services, Applicant agrees to process in compliance with related laws and the regulations published on the website for such services (including but not limited to terms and conditions, guidelines, etc.), in addition to compliance with provisions under this Terms and Conditions. If Applicant is required to personally visit the Bank or process in writing under the related laws or the Bank's regulations as published on its website, Applicant agrees to promptly visit the Bank for

processing.

十五、 立約人同意　貴行於符合營業登記項目或章程所定業務及本約定書所告知之範圍內，得對立約人個人資料予以蒐集、處理、利用及國際傳輸。Applicant agrees that the Bank may collect, process, use and internationally transmit Applicant's personal data within the extent of the Bank's registered business items or business listed in its By-Laws and as informed under this Contract.

十六、 立約人同意本約定書有異動時，貴行應以顯著方式於營業場所或網站公開揭示，立約人如不同意異動條款時，得終止本約定書或部分服務項目，但終止前立約人所為交易帳款及其他衍生之債務仍負清償責任。Applicant agrees that where the Bank makes amendment to this Contract, the Bank shall announce at its business premises or on its website.　If Applicant disagrees with such amendment, Applicant may terminate this Contract or part of service items, provided that for any payables resulting from transactions prior to termination and other derived debts, Applicant is still responsible for settlement.

十七、 其他未盡事宜，悉依相關法令規定辦理。Any issue not stipulated above shall be processed in accordance with applicable laws.

十八、 雙方同意如因本約定書涉訟時，適用中華民國法令，並以立約所在地之法院為第一審管轄法院，但法律有專屬管轄之規定者，從其規定。The parties agree that any dispute arising out of or in connection with this Contract shall be governed by the laws of ROC, and the parties agree to submit to the jurisdiction of the city where this Contract being entered into, provided that if there is requirement of exclusive jurisdiction under applicable laws, such exclusive jurisdiction requirement shall prevail.

※In the event of discrepancies between the Chinese and English versions, the Chinese version shall prevail and be applicable.