

華南商業銀行

開戶總約定書

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立開戶總約定書人（即存戶，以下簡稱立約人）茲向貴行申請開戶往來，於各適用之範圍內，立約人同意遵守下列各項約定：

壹、通則：

- 一、立約人開立本開戶總約定書（以下簡稱本約定書）項下之存款帳戶（以下簡稱本存款）時，應親持身分證及貴行認定之證件，填寫印鑑卡、存款憑條，連同款項交付貴行。活期儲蓄存款開戶以自然人或非營利法人為限。
- 二、存款開戶金額，活期存款及活期儲蓄存款（不含行員活期儲蓄存款及公教人員儲蓄存款）之起存額分別為新臺幣（以下同）5,000 元及 1,000 元為原則。存款利率，以貴行牌告利率機動計息。活期存款及活期儲蓄存款每日存款餘額未滿 1 萬元不予計息。利息計算以百元為單位，每日存款餘額乘以牌告年利率，再除以 365 計算，逢閏年亦同，於每年 6 月 20 日及 12 月 20 日結算利息，如未屆結算期中途結清，則按實存日數計息。上開存款起存及起息額或條件異動時，貴行應依通則第 19 條約定方式辦理。
- 三、立約人同意以最近開設存款帳戶之印鑑卡上所記載之通訊地址或電子郵件地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知貴行，並同意改依變更後之地址為送達處所；如立約人未以書面或其他約定方式通知變更地址時，貴行仍以上開印鑑卡上所記載之通訊地址、電子郵件地址或最後通知貴行之地址為送達處所。貴行對立約人所為之通知或函件，依貴行最後留存之資料為送達處所，經通常之郵遞期間或於貴行留存之電子信箱伺服器未被退回，即視為已送達。
- 四、立約人取款應憑存摺與取款憑條簽蓋原留印鑑或以約定方式取款；立約人另得申請全行通提業務，並選擇是否須憑通提密碼辦理。
立約人存款應填寫存款憑條，如同時存入現金與票據時應分別填寫存款憑條。存入之票據係屬委託貴行代收性質，須經貴行認可，並由立約人背書及填載存款帳號後方可存入，除貴行同意得先行抵用者外，需俟貴行收存入帳後始可支用。倘發生退票或糾葛情事，致未能收取票款時，先前所為登帳之記載，貴行得逕行更正之。立約人一經貴行於合理作業期間內通知後，應即攜帶存摺及原留印鑑，向貴行取回該退票，並辦理更正存摺手續，惟該通知非貴行之義務。該退票款項應由立約人自行追償之，貴行並無代辦票據權利保全手續之義務。
立約人委託貴行代收之票據於運送途中，若發生票據被盜、遺失或滅失時，同意授權由貴行或付款行代理人辦理掛失止付及聲請公示催告、除權判決等事宜。
- 五、立約人更換印鑑，應向原開戶單位或國內其他聯行辦理（OBU 外匯存款除外）。立約人應妥善保管存摺及原留印鑑，如有遺失、滅失、被竊或其他情事而脫離占有時，應以電話或以網路或於營業時間內親自向貴行辦理掛失止付，未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。
- 六、立約人應納利息所得稅及各項費用，同意由貴行依法代為扣繳；倘立約人符合免稅規定，應提供免稅證明，始可免稅。
- 七、匯入匯款或存入款項如因其他金融同業或貴行之誤寫帳號、戶名、金額、操作錯誤或電腦設備故障等原因，致發生誤入立約人帳戶或溢入情事或匯入匯款未能依匯款行指示入貴行帳者，一經發覺，不論該款項是否已由立約人使用，貴行均得立即追還並逕自立約人帳戶更正之，且無須於更正前另行通知立約人。如該款項之一部或全部已經立約人使用，立約人應立即返還所使用之款項及貴行所訂之利息。
- 八、立約人領用之存摺每頁均有頁次，立約人不得撕去或自行填寫塗改。存摺上存提款明細或結存餘額或立約人查詢所得之餘額如與貴行帳載資料不符時，以貴行帳載之金額為準。但經核對貴行提出之交易紀錄，確為貴行記載錯誤，並經貴行查證屬實者，貴行應即更正之。
- 九、個人戶存摺存款之交易明細達 300 筆未辦理存摺登錄時，立約人同意貴行每月將未登摺之資料自動彙總為存、提款交易各一筆之交易明細登載於存摺；立約人如欲查詢完整交易明細可洽貴行各營業單位辦理。前揭進行自動彙總筆數基準，貴行得視業務需要隨時調整，貴行應於調整 30 日前，以顯著方式於營業處所及網站公開揭示。
- 十、立約人於原開戶單位以外之其他聯行辦理取款者，每日最高限額為 500 萬元正；辦理轉帳者，每日不限金額。
- 十一、除法令另有規定外，立約人得以晶片金融卡或網路銀行安全機制（如 SSL、OTP、PKI、裝置綁定等）作為申請、異動服務項目簽入認證之用，貴行均得認定為立約人所為之有效指示。

十二、本存款除另有約定外，不得轉讓或質押。立約人同意本存款如經貴行研判有疑似不當使用之情事時，貴行得逕自暫停或終止立約人使用金融卡、電話語音、網路銀行、電子支付業務及其他數位金融服務，金融卡並得收回作廢。

十三、本行新臺幣及外幣存款服務項目手續費收費標準：（單位：新臺幣）

服務項目		收費標準
申請歷史交易明細資料		1. 每份查詢頁數10頁(含)以內：100元。 2. 每份查詢頁數超過10頁，每1頁加收5元。 ※每一帳號視為1份。
調閱影印傳票/交易憑證		1. 當年度：每張100元。 2. 非當年度：每張200元。 ※須遠赴倉庫之資料每趟調閱需加收300元。
申請 託收 票據 歷史 資料	明細報表 (每張以「A4」用紙為標準)	最近一個月以內：不收費； 一個月以上，三個月以內：每張100元； 三個月以上：每張200元。
	媒體磁片檔案	最近一個月以內：不收費； 一個月以上，三個月以內：每片100元； 三個月以上：每片200元。
	票據影像	最近一個月以內：不收費； 一個月以上，三個月以內：每張100元； 三個月以上：每張200元。
領取空白票據		1. 每張10元。 2. 有退票註記紀錄或經常存款不足需以電話通知存入款項者，每張30元。
託收偏遠地區票據		每張40元(工本費)。
託收偏遠地區票據之撤票		每張50元(工本費)。
簽發本行支票		每張30元。
申請餘額、存額證明		最近一個月以內：每份50元；一個月以上：每份100元。 (如申請一份以上，每份加收20元)
掛失印鑑、更換印鑑		每件100元。
補發存摺、存單、實體金融卡		每張100元。
實體金融卡解鎖、行動金融卡解鎖或註銷重申請		每張50元。
拒往、結清後申請兌付票據		每張200元。
申請票據掛失止付		每張100元。
支票存款戶申辦/註銷撤銷付款委託		每張150元。
存款不足退票違約金		每張200元。
退票註記		每張150元。
票信查詢		第一類：每份100元，第二類：每份200元。
定存單設定質權予第三人		每件100元
代理法院辦理集中保管有價證券提存作業		每筆1,000元。
自動化設備(金融卡、簽帳金融卡、電話語音、網路銀行)		詳如開戶總約定書一陸、存款往來項目特別約定事項。
外匯 存款	存提外幣現鈔	匯差 1. 存入外存帳戶：按本行掛牌外幣現鈔買入匯率與即期買入匯率之差額，乘以存入金額計收，最低100元。 2. 自外存帳戶提領：按本行掛牌外幣現鈔賣出匯率與即期賣出匯率之差額，乘以提領金額計收。
		回收處理費 存入之美元鈔券(或其他外幣)若為舊版、舊鈔，則每一美元(或等值其他外幣)另收0.2元回收舊鈔手續費；如有污損者，每張加收20元污損費。
	轉戶手續費 以外匯存款辦理自行或聯行轉帳匯出，若存款人(匯款人)戶名與收款人戶名不同者，另加收轉戶手續費0.05%，最低100元，最高800元。	

立約人同意貴行得逕自本存款扣繳因本存款所衍生之手續費用。貴行所訂手續費用收費標準，貴行應以顯著方式，於營業場所或網站公開揭示。貴行所訂手續費用收費標準於立約後得隨時調整，但應於調整前以顯著方式，於營業場所或網站公開揭示。

十四、貴行提供之各項服務及業務，因電信線路故障、第三人之行為或其他錯誤或遲延，不可歸責於貴行時，貴行不須負責。

十五、立約人同意貴行基於客戶服務立場，得透過郵件、通信網路或其他方式提供各類商品及資訊服務予立約人。

十六、立約人對貴行所負之任何一宗債務到期（含視同到期者）未依約清償時，立約人同意寄存於貴行之各種存款（支票存款除外），縱其清償期尚未屆至，貴行仍得期前清償，並將期前清償之款項逕行抵銷立約人對貴行所負之債務。

貴行前項預定抵銷之意思表示，自登帳扣抵時即發生抵銷之效力。同時貴行發給立約人之存款憑單、摺簿或其他憑證，於抵銷範圍內失其效力。

十七、立約人存入之款項，貴行得優先依通則第 16 條約定與貴行之債權為抵銷，其次辦理其他自動扣款約定。

十八、本約定書中所謂營業日為銀行營業日；所謂營業時間為週一至週五上午 9 點至下午 3 點 30 分，或貴行指定之其他時間。

十九、立約人同意本約定書約款有異動時，貴行應以顯著方式於營業場所或網站公開揭示。如立約人於貴行指定之變更生效日前不為異議或仍使用貴行相關服務者，視同承認異動約款內容。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。本約定書如另有約定，依該約定辦理。

二十、證券交割扣款轉帳服務約定事項：

（一）立約人於貴行配合往來之證券公司（以下簡稱證券公司）買賣證券公司現在及未來經其主管機關核准之業務商品，特就應付證券公司及應向證券公司收取之帳款委託貴行辦理。

（二）立約人應繳付證券公司之帳款，依據證券公司編製之清單或明細表等所載金額為準，由貴行於規定交割或付款時間逕自立約人在貴行開立之證券活期（儲蓄）存款（以下簡稱交割專戶）轉撥交付證券公司。

（三）立約人應向證券公司收取之帳款，依據證券公司編製之清單或明細表等所載金額為準，於規定交割或付款時間由證券公司撥交貴行時，再由貴行逕行撥入上項立約人存款帳戶。

（四）證券公司所編製之清單或明細表等內容倘有錯誤，或立約人對買賣證券應收、應付金額有爭執，願由立約人自行與證券公司處理，概與貴行無涉。

（五）交割專戶存款不足時，貴行不負通知義務。

二十一、立約人同意貴行得將申請人與貴行往來交易處理事項之一部或全部，包括但不限於資訊系統之資料登錄、處理及輸出，資訊系統之開發、監控及維護，涉及資料處理之後勤作業，與電子通路客戶服務相關之電話自動語音系統、電話行銷、電子郵件之回覆與處理、電子銀行及電子商務之相關諮詢及協助、電話銀行專員服務，表單（含扣繳憑單）、憑證等資料列印、裝封、交付郵寄及保存，代客開票包括支票、匯票，有價證券、支票、表單及現金運送及自動櫃員機裝補鈔等各項與貴行處理交易及作業有關之事項，於處理必要範圍內，依主管機關之規定，提供予受貴行委任處理事務之第三人。

二十二、立約人同意如其本身及/或關係人(包括但不限於立約人之負責人、實質受益人、高階管理人員、代理人、代表人、被授權人或交易對手等)為受法務部、聯合國、美國、歐盟、外國政府或國際組織公告經濟或貿易制裁之對象、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，或交易活動/標的屬國內政府機關公告之關注名單者，貴行得拒絕業務往來及/或逕行關戶，及/或採行一切必要之措施（包括但不限於貴行得退還款項予原匯款行/中間銀行，或經原匯款行/中間銀行書面請求並由其自行檢具或經國內外監管機關、犯罪調查機關或司法機關提供合理證據或情資後得退還款項予原匯款行/中間銀行。倘匯入匯款業經貴行解款，貴行仍得於知悉前述情形時，於解款後一年內撤銷解款，並依原匯入交易進行方式逕行退還相關款項）。

為遵循貴行、境外營業單位所在地或其他外國之監管機關、犯罪調查機關或司法機關有關防制洗錢、打擊資恐、制裁、反武擴及其他為防制金融犯罪等目的所訂定之相關法律、規定或命令，立約人同意，貴行或其境外營業單位得對立約人及/或其關係人於上述目的內，採取貴行或其境外營業單位認為必要之措施，包括但不限於執行客戶身分持續審查措施、要求提供實質受益人相關資訊，及/或要求說明交易之性質、目的、資金來源及提供佐證資料等。

若立約人及/或關係人不配合貴行依前項所採取的相關措施，或經貴行研判其所有之帳戶疑似涉及非法活動、洗錢、資恐、規避制裁或武擴活動時（包括但不限於立約人及/或關係人之交易涉及國內外政府機關公告之制裁名單或關注名單），貴行得暫時停止交易、暫時停止或終止本約定書全部或一部之服務項目、逕行調整帳目及/或採行第一項一切必要之措施。

立約人同意，若發生前三項任一情形，貴行得依相關法令進行申報，並得將疑似洗錢、資恐、規避制裁或反武擴規定或疑似涉及其他金融犯罪之立約人或關係人及其與貴行或貴行境外營業單位從事任何交易之相關資料，在貴行、貴行境外營業單位、貴行所屬之金融控股公司及其子公司、及/或其他依相關法令或經相關監管機關或司法機關核准之對象間進行傳遞並作為機密使用(包括但不限於有關任何服務之提供及作為資料處理、利用、統計及風險分析之用)，前揭各收受對象得依相關法律、監管機關命令或司法程序之要求，進行處理、利用、移轉或揭露相關資料。

立約人同意，貴行依照前四項約定採取必要之措施，毋須通知立約人及/或關係人。

立約人同意，貴行依本條約定所採取之行為，毋須對立約人及/或關係人負任何損害賠償責任（包括但不限於直接或間接損失或損害、收益或利息）。

本約定書中所稱之「金融犯罪」，係指涉及洗錢、資恐、賄賂、貪腐、逃稅、詐欺、經濟或貿易制裁或武擴，以及試圖或實際規避或違反於貴行及境外營業單位所在地政府或監管機關所發布與上述行為有關之法令。

二二、除本約定書另有約定外，立約人與貴行均得隨時終止本約定書或部分服務項目。由貴行終止時，依通則第3條約定方式通知後即生效力；由立約人終止時，於通知到達貴行即生效力。倘立約人未能依本約定書或其他契約履行對貴行之義務或債務，或經貴行向立約人催告改善或限期請求履行未果而認為有必要時，無需另行通知立約人或經立約人同意，貴行得逕行終止本約定書或部分服務項目。

立約人同意如有下列情事之一時，貴行得在無須另行通知立約人或取得立約人同意的情形下，逕行拒絕、暫停或終止本約定書全部或一部之服務項目：

(一)倘立約人未能依本約定書或其他契約履行對貴行之義務或債務，或經貴行向立約人催告改善或限期請求履行未果而認為有必要時。

(二)倘立約人有本約定書通則第22條所列情事者。

(三)其他貴行認為必要之情形（包括但不限於立約人遭受破產宣告、強制執行、假扣押、假處分或其他保全處分。或立約人利用本約定書之任何帳戶或服務，進行違法、不正當、異常或其他類似之交易或行為等）。

立約人同意如前項任一情事發生時，貴行得於拒絕、暫停或終止本約定書全部或一部之服務項目前，即不經由一般取款程序，逕就立約人於貴行之存款進行必要之處分或銷戶。倘立約人因此發生損害或承受不利益，均由立約人自行承擔，貴行不負損害賠償責任。

二四、本存款除中央存款保險股份有限公司明列不保項目外，立約人之存款本金均受該公司訂定最高保額保障。

二五、立約人為外國人或領有外僑居留證之個人，關於法律行為之成立要件、效力、方式，均適用中華民國之法令。

二六、立約人申訴管道及處理程序：

(一)為維護立約人權益，立約人對本服務有所疑義皆可透過下列管道與本行聯絡：

- 1、24小時客戶服務中心電話：(02) 2181-0101
- 2、申訴專線：0800-231710、0800-231719
- 3、意見信箱：<http://www.hncb.com.tw/others/contact.shtml>
- 4、傳真號碼：(02)2542-9933
- 5、營業時間中可親洽各營業單位

(二)本行受理申訴後，將由專人與立約人溝通說明暨釐清原因，並將處理結果回覆立約人。

二七、本約定書之準據法為中華民國法律，立約人若因本約定書涉訟時，雙方同意以本存款所屬之貴行分支機構所在地之法院為第一審管轄法院，但簽帳金融卡有特別規定或法律有專屬管轄規定者，從其規定。且不得排除消費者保護法第47條或民事訴訟法第436條之9小額訴訟管轄法院之適用。

貳、新臺幣綜合存款特別約定事項：

一、本存款領取之款項超過活期性存款【不含支票存款】（以下簡稱活存）餘額時，其超過之差額，即為立約人之借款，該項借款，立約人授權貴行，以質押之全部定期性存款（以下簡稱定存）為擔保，依貴行借款之規定辦理借款。自立約日起應憑存摺與取款憑條簽蓋原留印鑑或以約定方式提取為憑。

前項借款數額，悉依本存款記載之數額為準，立約人不另簽發借款憑證。

自立約日起本存款項下之定期性存款概以本存款約定之原留印鑑為憑。

二、立約人願將今後存入貴行之定存繼續提供作為前條之質押擔保。

三、本存款之活存餘額超過1萬元得請求轉存定存。

四、本存款憑貴行發給之「綜合存款」存摺以存取款、借款，或依約定方式存取款、借款，概不得請求發給存單或其他憑證。

五、立約人所提供設定質權之定存，不另行對外設定質權或轉讓。

六、立約人就所提供設定質權之定存，除立約人另有約定並授權貴行逕依本約定事項第13條約定辦理外，到期時授權貴行對其存款之本金或本息自動繼續轉期續存。

七、前條自動轉期之定存如欲解約或將存期變更者，立約人當於到期前依貴行規定辦理有關手續。

八、本存款之借款限度視立約人提供設定質權之定存金額增減而調整；惟貴行認為必要時，得酌予減少限度或停止借款。

- 九、本存款之借款期限不得超過該質押擔保定存之到期日，惟該定存到期未解約自動轉期者，借款期限得比照延長之。
- 十、本存款之活存，其利率按貴行牌告利率計息。定存如採固定利率者，則依存入時貴行牌告或議訂利率計息。若採機動利率者，則依存入時貴行牌告機動利率計息，如遇貴行調整牌告利率時，自調整日起機動按新利率計息，但整存整付儲蓄存款自貴行調整牌告利率後之起存日之相當日起按新利率計息。定存起存時無牌告大額存款機動利率，視為雙方未約定適用大額存款牌告利率，未到期前貴行新增大額存款牌告機動利率者，仍按一般存款牌告機動利率計息。如約定到期自動轉期者，轉期後改按大額存款牌告機動利率計息，未到期前貴行取消該大額存款牌告機動利率者，自取消大額存款牌告日起改按一般存款牌告機動利率計息；若大額存款額變更，改適用符合原存款金額之大額存款牌告機動利率計息，若無法適用時改按一般存款牌告機動利率計息。
- 定存起存時採大額存款牌告機動利率，未到期前貴行取消該大額存款牌告機動利率者，自取消大額存款牌告日起改按一般存款牌告機動利率計息；若大額存款額變更，改適用符合原存款金額之大額存款牌告機動利率計息，若無法適用時改按一般存款牌告機動利率計息。
- 付息日如非營業日，即順延至次一營業日付息。
- 十一、本存款之借款利息，自借款日起按所質押借款之該筆定存利率加計年率 1.5% 為當時借款利率計付利息（原則以利率較低者先質借），每月結算 1 次。如貴行利率調整時，均願自調整日起改按貴行新訂之本項借款利率計付利息。
- 十二、本存款中各項存款與借款均按貴行有關規定計息，其應收應付之利息均授權貴行以轉帳方式存入活存，沖還或滾入借款額。
- 十三、本存款中定儲存之中途解約或到期解約提款時，不得直接提領現款，應以轉帳方式存入活存，憑存摺、取款憑條或依約定方式提領，如有定存質押借款時則應先償還借款本息。本存款中定存中途解約，照存入當日之各存滿期別同額度之牌告利率 8 折計息。定期儲蓄存款實存期間未滿 1 年者，則按實存期間，改依存入當日之定期存款各存滿期別同額度之牌告利率 8 折計息。
- 十四、立約人或貴行終止本約定事項時，立約人願先將借款本息全部清償。
- 十五、借款金額如超過借款限度時，經貴行通知後 2 個月仍未以現金為清償時，貴行得自動將定儲存解約以清償借款本息。

參、3A 優勢帳戶特別約定事項：

(壹) 一般約定事項：

- 3A 優勢帳戶係整合新臺幣綜合存款、外幣綜合存款、證券交割、委託代繳費用、借款（含質借）及基金等業務於同一帳戶，立約人得依與貴行約定方式（即利用臨櫃、自動化設備等方式）辦理存款、取款、證券交割、委託代繳費用、借款（含質借）及信託業務往來總約定書所載之業務等。
本存款開戶以具中華民國國籍成年之自然人為限。立約人開立本存款時，應親持身分證或貴行認可之證件，填寫印鑑卡、存款憑條，連同款項交付貴行。
- 立約人向貴行約定透過本存款申請多項循環動用額度時，當本存款產生借款（含質借），貴行得逕決定額度動用順序（原則以利率較低者先動用）；遇款項存入本存款，貴行得逕決定借款（含質借）額度償還順序（原則以利率較高者先償還）。並以當日最終借款（含質借）餘額，依所動用之各項額度訂定之利率，每日計息，按月扣帳；但當日有取款交易時，則以當日第一筆取款交易後，當日最高借款（含質借）餘額計算當日利息。
- 貴行於辦理本存款之理財服務時，得優先將立約人存入之款項依通則第 16 條有關債務抵銷之約定辦理，其次辦理證券入扣款服務，再辦理其他自動扣款約定，最後才辦理本約定書之理財服務項目。
- 立約人全權授權貴行依本約定書約定辦理各項服務除另有約定外，無須逐次個別取得立約人之交易指示文件。
- 立約人同意原綜合存款/活期儲蓄存款帳戶整合或連結於本存款後，除仍沿用原帳號者或證券交割專戶者外，其餘存款帳戶視為結清狀態，並同意原委託代繳費用服務約定仍由本存款繼續扣繳。
- 立約人同意原綜合存款/活期儲蓄存款帳戶整合於本存款後，其收、付及其他交易明細皆整合於本存款之存摺或對帳單內，不另寄送對帳單，立約人應透過本存款之存摺、對帳單或貴行提供之自動化服務設備查詢交易明細。
- 證券交割入扣款轉帳服務約定事項：
 - 立約人同意交割專戶連結於本存款後，其收、付證券及其他交易明細皆整合於本存款之存摺或對帳單內，不另寄送對帳單，立約人應透過本存款之存摺、對帳單或貴行提供之自動化服務設備查詢交易明細。立約人並同意連結於本存款後之交割專戶，其一切往來改以本存款之原留印鑑為憑。
 - 立約人同意如於該交割專戶內之存款餘額不足支付付款淨額時，授權貴行逕自本存款扣款，以為支付證券及其他交易之用；交割專戶如有餘額時，則逕撥入本存款，無須另行通知立約人。
 - 貴行依前款約定辦理入扣款轉帳服務，原則依下列順序動用：
 - 本存款內之活期性存款餘額。
 - 貴行得逕決定動用順序之其他循環額度（原則以利率較低者先動用）。
 - 惟無動用餘額或可動用餘額不足支付交割專戶之扣款時，立約人應自行負責。

(貳) 外匯綜合存款約定事項：(本約定事項以貴行正式開辦之項目為限，始發生效力)

立約人今向貴行開立本存款，約定以立約人在貴行所存有關本存款之外匯定期存款〈以下簡稱定存〉提供與貴行為質，得利用本存款之外匯活期存款〈以下簡稱活存〉帳戶陸續支借款項，除遵守貴行有關規定外，並願履行下列各項條款：

- 一、本存款憑貴行發給之存摺以存取款、借款，或依約定方式存取款、借款，概不得請求發給存單或其他憑證。
- 二、本存款領取之款項超過活存餘額時，其超過之差額，即為立約人之借款，該項借款，立約人授權貴行，以質押之全部定存為擔保，依貴行借款之規定辦理借款。但借款限度為擔保金額之九成。自立約日起以簽發活存取款憑條或依約定方式提取為憑。
前項借款數額，悉依貴行本存款活存帳記載之數額為準，立約人不另簽發借款憑證。自立約日起本存款項下之定期性存款概以本存款約定之原留印鑑為憑。
- 三、立約人願將今後存入貴行之定存繼續提供作為前條之質押擔保。
- 四、立約人所提供設定質權之定存不另行對外設定質權或轉讓。
- 五、立約人就所提供設定質權之定存，除立約人另有約定並授權貴行逕依本約定事項第 6 條約定辦理外，到期時授權貴行對其存款之本金或本息自動繼續轉期續存。如以本金自動轉期續存者，立約人同意其所生之利息，於扣稅後轉入上開活存帳戶內，立約人如欲解約或變更存期者，應於到期前至貴行辦妥手續。
- 六、本存款之定存中途解約依期別採下列方式辦理：
 - (一) 1 週、2 週、3 週期定存中途解約者，均不計息。
 - (二) 1 個月期以上定存中途解約，其利率依期別以起存日〈續存者以續存日為起存日〉之貴行牌告利率為準，並按下列方式計算：
 1. 未存滿 1 個月者不計息。
 2. 存滿 1 個月未滿 3 個月者，按實存期間，照 1 個月期定存牌告利率 8 折計息。
 3. 存滿 3 個月未滿 6 個月者，按實存期間，照 3 個月期定存牌告利率 8 折計息。
 4. 存滿 6 個月未滿 9 個月者，按實存期間，照 6 個月期定存牌告利率 8 折計息。
 5. 存滿 9 個月未滿 1 年者，按實存期間，照 9 個月期定存牌告利率 8 折計息。前項中途解約按實存期間單利計息，並包括不足整月之零星日數。
- 七、本存款之質借對象以已具中華民國籍成年之自然人為限。
- 八、本存款之借款限度視立約人提供設定質權之定存金額增減而調整，惟貴行認為必要時得酌予減少限度或停止借款。
- 九、本存款之借款期限不得超過該質押擔保定存之到期日，惟該定存到期未解約自動轉期者，借款期限得比照延長之。
- 十、本存款之活存及定存均按貴行牌告利率計息，定存係採固定利率單利計息。本存款之存款利息，由貴行依稅法規定扣繳利息所得稅。
- 十一、本存款之借款利息，自借款日起按現行貴行所訂本項借款利率計付利息，每月結算 1 次。如貴行利率調整時，均願自調整日起改按貴行新訂之本項借款利率計付利息。
- 十二、本存款中各項存款與借款均按貴行有關規定計息，其應收應付之利息均授權貴行以轉帳方式直接存入活存，沖還或滾入借款額。
- 十三、本存款中定存解約時，不直接提領現款，而以轉帳方式存入活存，憑存款取款憑條或依約定方式提領，如有借款時則應先償還借款本息。
- 十四、立約人或貴行終止本約定事項時，立約人願先將借款本息全部清償。
- 十五、本存款存摺與貴行內部記載數額不符時，以貴行記載之正確數額為準。
- 十六、本存款借款額如超過借款限度時，經貴行通知後兩個月仍未清償時，貴行得自動將定存解約以清償借款本息。
- 十七、立約人有下列情形之一者，貴行得終止本約定事項，立約人絕無異議：
 - (一) 立約人有破產法上和解之開始、宣告破產、裁定重整、強制執行、假扣押、假處分、停止營業、清理債務或經貴行認為信用貶落時。
 - (二) 立約人對貴行所負債務中任何一宗債務到期不清償時。

肆、理財循環貸帳戶特別約定事項：

- 一、立約人向貴行約定透過本存款申請多項循環動用額度時，當本存款產生借款(含質借)，貴行得逕決定額度動用順序(原則以利率較低者先動用)；遇款項存入本存款，貴行得逕決定借款(含質借)額度償還順序(原則以利率較高者償還)。並以當日借款最終借款(含質借)，依所動用之各項額度訂定之利率，每日計息，按月扣帳；但當日有取款交易時，則以當日第一筆取款交易後，當日最高借款(含質借)餘額計算當日利息。
- 二、立約人同意原綜合存款/活期儲蓄存款帳戶/3A 優勢帳戶整合或連結於本存款後，除沿用原帳號者外，其餘存款帳戶視為結清狀態，並同意原委託代繳費用服務約定仍由本存款繼續扣繳。
- 三、立約人同意原綜合存款/活期儲蓄存款帳戶/3A 優勢帳戶整合或連結於本存款後，其收、付及其他交易明細皆整合於本存款之存摺或對帳單內，不另寄送對帳單，立約人應透過本存款之存摺、對帳單或貴行提供之自動化服務設備查詢交易明細。

伍、外匯活/定期存摺存款特別約定事項：

(壹) 境內外匯活定期存摺存款約定事項

- 一、立約人憑貴行發給之「外匯活定期存摺存款」存摺與簽蓋原留印鑑之取款憑條或以約定方式取款，存款時應填存款憑條或依約定方式存款，概不請求發給存單或其他憑證；自立約日起本存款項下之定期性存款概以本存款約定之原留印鑑為憑。立約人另得申請全行通提業務，並選擇是否須憑通提密碼辦理。
- 二、本存款兼具外匯活期存款（以下簡稱活存）及外匯定期存款（以下簡稱定存）性質，茲將各幣別起息額及起存額臚列如下：

(一) 外匯活期存款最低起息額：

- 1、美金、紐西蘭幣、澳幣、新加坡幣、瑞士法郎、加幣、歐元：300 元。
- 2、港幣、瑞典幣、南非幣：3,000 元。
- 3、日幣、泰國銖：30,000 元。
- 4、英鎊：150 元。
- 5、人民幣：1,000 元。

(二) 外匯定期存款最低起存額：

- 1、美金、紐西蘭幣、澳幣、新加坡幣、瑞士法郎、加幣、歐元：1,000 元。
- 2、港幣、瑞典幣、南非幣：10,000 元。
- 3、日幣、泰國銖：100,000 元。
- 4、英鎊：500 元。
- 5、人民幣：5,000 元。

上開存款起息及起存額或條件異動時，貴行應依通則第 19 條約定方式辦理。

- 三、本存款之定存解約時，由貴行將本金及未領之扣稅後利息轉入本存款之活存帳戶內，再憑存摺、取條或依約定方式提領。如結售為新臺幣時並依中央銀行訂定之「外匯收支或交易申報辦法」及相關規定辦理。
- 四、本存款之活存及定存均按貴行牌告利率計息，定存採固定利率單利計息。
- 五、本存款之定存中途解約依期別採下列方式辦理：

(一) 1 週、2 週、3 週期定存中途解約者，均不計息。

(二) 1 個月期以上定存中途解約，其利率依期別以起存日 < 續存者以續存日為起存日 > 之貴行牌告利率為準，並按下列方式計算：

- 1、未存滿 1 個月者不計息。
- 2、存滿 1 個月未滿 3 個月者，按實存期間，照 1 個月期定存牌告利率 8 折計息。
- 3、存滿 3 個月未滿 6 個月者，按實存期間，照 3 個月期定存牌告利率 8 折計息。
- 4、存滿 6 個月未滿 9 個月者，按實存期間，照 6 個月期定存牌告利率 8 折計息。
- 5、存滿 9 個月未滿 1 年者，按實存期間，照 9 個月期定存牌告利率 8 折計息。

前項中途解約按實存期間單利計息，並包括不足整月之零星日數。

- 六、本約定事項適用於本戶名各類外幣幣別之帳戶，立約人同意自外匯存款帳戶提存外幣現鈔，貴行將收取匯率差價。

(貳) 國際金融業務分行 (OBU) 外匯存款約定事項

- 一、依國際金融業務條例規定，OBU 辦理外匯存款不得收受外幣現金，亦不得以外匯存款兌換為新臺幣提取。
- 二、外匯活期存款屬無摺存款，立約人取款應憑取款憑條簽蓋原留印鑑或以約定方式辦理轉帳或匯出。

(參) 外匯存款約定事項

立約人瞭解本項存款，兌換為新臺幣時，可能因市場匯率變動，產生兌換利益或損失。

陸、存款往來項目特別約定事項：

(壹) 金融卡約定事項：

I、金融卡定型化約款：

- 一、立約人茲向貴行申請之金融卡其一般功能包括存款、提款、轉帳、繳稅（費）、密碼變更、查詢餘額之功能。立約人如另需信用卡、簽帳金融卡、消費扣款或跨國功能者，應另行約定各該項契約或約款。
- 二、立約人如領取金融卡、密碼通知書及辦理啟用登錄手續者，應親持身分證明文件及原留印鑑至開戶行或國內其他聯行辦理。但與貴行另行約定其他方式者不在此限。
立約人自申請日起算逾 12 個月未領取者，貴行得將金融卡逕行作廢。
採預製金融卡者，立約人於辦妥開戶並同意本約款後，即可領取金融卡及密碼通知書，並辦理啟用登錄手續。
- 三、立約人如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制。
- 四、立約人使用金融卡以貴行自動化服務設備存入現金，於存入非立約人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入立約人之帳戶者則不受金額之限制。

五、立約人使用金融卡在貴行自動化服務設備提款時，其上限如下：

(一) 每次最高限額為 3 萬元。

(二) 每日最高限額為 10 萬元。

立約人使用金融卡在參加金融資訊系統跨行連線金融單位設置之自動化服務設備提款時，其上限如下：

(一) 每次最高限額為 2 萬元。

(二) 每日最高限額為 10 萬元。

立約人於約定帳戶轉帳時，其上限如下：

- (一) 跨行轉帳每次最高限額為 200 萬元。
- (二) 自行轉帳每次最高限額為 300 萬元。
- (三) 每日最高限額為 300 萬元。

立約人於非約定帳戶轉帳時，其上限如下：

- (一) 實體 A T M
 - 1. 每次最高限額為 3 萬元。
 - 2. 每日最高限額為 3 萬元。
- (二) 網路 A T M
 - 1. 每次最高限額為 10 萬元。
 - 2. 每日最高限額為 10 萬元。

六、前條所定之金額，貴行得視實際需要隨時調整，貴行應於調整 30 日前，以顯著方式於營業處所及網站公開揭示。

七、立約人使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因立約人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，一經立約人通知貴行，貴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) 協助通知轉入行處理。
- (三) 回報處理情形。

八、立約人如以金融卡及密碼在貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺及原留印鑑所為之交易行為，具有同等之效力。

九、跨行交易帳務劃分點：週一至週五以下午 3 點 30 分為帳務劃分點。起逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。

十、立約人為成年人且領有國民身分證或外僑居留證之個人得使用金融卡領取外幣，所領取之外幣金額按交易當時貴行掛牌外幣現鈔賣出匯率折合新臺幣金額扣帳。

十一、立約人依前條持金融卡進行外幣交易時，授權貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續。

十二、立約人得隨時終止本約定事項，但應親自或以書面委託代理人至貴行辦理，除金融卡遺失外，並應將金融卡繳還貴行。

如有下列情事之一者，貴行得隨時終止本約定事項或暫時停止提供金融卡之功能：

- (一) 金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
- (二) 立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
- (三) 立約人違反法令規定損及貴行權益或有其他不法行為。

十三、立約人使用金融卡進行交易，如輸入晶片密碼錯誤連續達 3 次或跨國密碼錯誤連續達 3 次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，將無法使用金融卡之存款、提款、轉帳、繳稅(費)、密碼變更及查詢餘額等功能。除另有約定外，立約人應親持身分證明文件及原留印鑑分別依下列方式辦理：

- (一) 金融卡遭鎖卡時，得至原開戶行或國內其他聯行辦理解鎖。
- (二) 金融卡遭留置時，應自留置之次日起算 2 個月內至貴行取回或換發新卡，逾期未取回，貴行得將金融卡註銷。

十四、立約人使用金融卡所為各項交易所生之交易手續費如下：

- (一) 國內跨行提款：每次為 5 元。
- (二) 國內跨行轉帳：每次為 15 元。

前項交易手續費，立約人同意自立約人帳戶扣繳。

第一項費用貴行應以顯著方式於營業場所及網站公開揭示。前開收費標準貴行於立約後得隨時調整，但應於調整前以顯著方式，於營業場所或網站公開揭示。

十五、使用金融卡各項服務所生之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由所致者，不得收取之。

立約人因卡片須解鎖或補、換發，而發生損害者，貴行應負賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。

十六、立約人應妥善保管金融卡，如有遺失、滅失、被竊或其他喪失占有等情形時，應即依約定方式向貴行辦理掛失手續。

前項約定方式，貴行應提供立約人以電話或以網路或於營業時間內親自向貴行辦理等安全、便利方式。

未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由貴行負責。

十七、立約人應自行保管使用金融卡，如有出借、轉讓或質押者，立約人應自負其責。

- 十八、立約人不得有複製或改製金融卡之行為。
- 十九、立約人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳輸及利用其個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。
- 二十、本約定事項若有未盡事宜，依本約定書相關約定事項辦理。

II、金融卡消費扣款約款：

- 一、立約人使用金融卡消費扣款金額每次每日最高 10 萬元。
- 二、立約人得持貴行晶片金融卡於國內貼有財金標誌之特約商店進行消費扣款交易，於該商店端末機輸入晶片密碼後，即視為同意當次消費扣款交易。
- 三、立約人因使用金融卡功能，如扣款帳號為得以陸續透用之帳戶，當消費帳款超過該帳戶之存款餘額時，授權貴行得於該帳戶之透用額度內辦理扣款轉帳，無須另行通知立約人，因而產生之借款，願依原簽訂之相關契約或約定事項辦理。如扣款時因存款餘額不足或可透用額度不足支付消費帳款或消費帳款逾本約定事項所訂限額時，貴行並無扣款之義務。
- 四、立約人使用金融卡，於消費商店進行消費時，與現金或轉帳交易並無不同，如與消費商店發生相關消費爭議（包括但不限於商品或服務之品質、數量、金額等），皆應向消費商店尋求解決，不得以此作為向貴行請求返還帳款之依據。立約人亦不得以其與消費商店間交易所生之糾紛對抗貴行。
- 五、立約人授權貴行為中華民國境內之結匯代理人，就立約人所為金融卡交易，同意依中央銀行相關規定及雙方約定，辦理國外消費之結匯手續。立約人對於貴行代為辦理結匯申報之內容，均予承認。
- 六、立約人使用金融卡，於國外特約商店消費時，授權貴行按結算代理銀行所列之結匯日匯率或依消費當日國際組織所訂之匯率處理及轉換為新臺幣結付。

III、金融卡跨國功能約款：

- 一、立約人得持金融卡，於國外各地設置之自動化服務設備、特約商店端末機、或其他通路設備，使用金融卡功能時，應遵照當地相關規定辦理並依該系統及該機器設備所提供之服務項目及營業時間為限。其因而衍生之各項費用，同意貴行得逕自立約人新臺幣存款帳戶內扣取之，其收費標準由貴行訂定，立約人願遵守。
- 二、立約人授權貴行為中華民國境內之結匯代理人，就立約人所為金融卡交易，同意依中央銀行相關規定及雙方約定，辦理國外提領外幣之結匯手續。立約人對於貴行代為辦理結匯申報之內容，均予承認。
- 三、立約人使用金融卡，於國外自動化服務設備提領外幣現鈔時，授權貴行按結算代理銀行所列之結匯日匯率或依取款當日國際組織所訂之匯率處理及轉換為新臺幣結付。提領外幣現鈔或餘額查詢時，立約人應給付貴行手續費如下：
 - (一)使用 CIRRUS/PLUS 跨國提款功能之交易：
提款手續費每筆 75 元，並按提款金額加計國外交易手續費，其手續費之計收標準隨國際組織之調整而調整之。餘額查詢手續費每筆 10 元。
 - (二)使用晶片金融卡跨國(日本)提款功能之晶片交易：
(日幣提款金額*0.8%)+150 日圓，惟每筆不得低於 390 日圓。
 - (三)使用晶片金融卡跨國(港澳)提款功能之晶片交易：每筆手續費為新臺幣 100 元，餘額查詢免費。
- 四、立約人得持貴行晶片金融卡於日本及港澳地區貼有財金標誌之自動化服務設備進行跨國提款交易，於該設備同意啟用跨國提款服務並輸入晶片密碼後，即視為同意當次跨國提款交易。
- 五、立約人於國外使用金融卡提款金額每次最高 2 萬元，每日最高 10 萬元，並依有關中央銀行外匯法令之規定處理。
- 六、立約人於國外使用金融卡，遭自動化服務設備留置時，應立即電洽貴行停用，並在 24 小時內向自動化服務設備所屬當地金融機構出示護照及相關證件，經洽詢及核對無誤後領回或於回國後向貴行辦理申請重發新卡片。
- 七、立約人對國外提款金額有疑義時，應自交易日起 90 日內，持該交易憑證，向貴行辦理相關手續。

(貳) 簽帳金融卡約定事項：

一、名詞定義如下：

- (一)「簽帳金融卡」：指貴行發給立約人作為指定之新臺幣活期性存款帳戶於自動櫃員機憑密碼存、提款，並得以簽名方式向特約商店取得物品、勞務或其他利益而同時自該帳戶直接扣帳付款之卡片；且本契約所稱簽帳金融卡均適用於 VISA 金融卡 或 JCB Debit 卡。
- (二)「收單機構」：指經各信用卡組織授權辦理特約商店簽約事宜，並於特約商店請款時，先行墊付立約人交易帳款予特約商店之機構。
- (三)「特約商店」：指與收單機構簽訂特約商店契約，並依該契約接受簽帳金融卡之交易商店。
- (四)「每日簽帳消費額度」：指立約人每日於國內、外持簽帳金融卡簽帳消費之最高限額。
- (五)「應付帳款」：指如無其他特別約定時，係指未圈存保留之簽帳金融卡消費款項，加上遲延利息、年費、掛失手續費或調閱簽帳單手續費等其他應繳款項。
- (六)「扣帳日」：指貴行代立約人給付款項予收單機構或特約商店或為立約人負擔墊款義務，並登錄於立約人指定帳戶支付該款項之日。
- (七)「結匯日」：係指立約人於國外持卡消費後，由貴行或貴行授權之代理人依各信用卡組織按約所列匯

率，將立約人之外幣應付帳款折算為新臺幣結付之日。若因匯率變動致圈存金額與清算結匯後之新臺幣應付帳款不符時，持卡人應清償之款項，仍以清算結匯後之新臺幣應付帳款為準。

二、立約人應將個人、財務資料及其他相關資料據實填載於申請表格各欄，且依貴行要求提出真實及正確之有關資料或證明文件，並依貴行規定開立活期性存款帳戶，指定為簽帳金融卡於自動櫃員機提款及簽帳消費帳款之扣款帳戶。

立約人於原申請時填載資料之聯絡地址、電話、職業或職務等有所變更時，立約人應立即通知貴行更正。

立約人同意貴行核卡後，得以留存之電子信箱寄送本約定書陸(貳)「簽帳金融卡約定事項」、陸(貳之一)「悠遊 Debit 卡約定事項」等約款

三、簽帳金融卡不核發附卡。

四、在立約人存款帳戶可用餘額範圍內，每日簽帳消費額度為 5 萬元整；最高可調整至 20 萬元整；每日國內、外提領現金限額為 10 萬元整。上開每日簽帳消費額度及國內、外提領現金限額，貴行得隨時調整之，惟調整前應以顯著方式於營業場所或網站公開揭示。

如立約人存款帳戶之金額不足支付消費帳款時，除立約人與貴行另有融資約定外，不得辦理刷卡消費。

五、貴行應以善良管理人之注意為立約人處理使用簽帳金融卡交易款項之清償事宜，並自行或由各收單機構提供特約商店供立約人使用簽帳金融卡交易。

立約人之簽帳金融卡屬於貴行之財產，立約人應妥善保管及使用。貴行僅授權立約人本人在有效期限內使用，不得讓與、轉借、提供擔保或以其他方式將之占有轉讓予第三人或交其使用。

立約人使用自動化設備或進行其他交易，就其交易密碼或其他辨識客戶同一性之方式，應予以保密，不得告知第三人。

立約人不得與第三人或特約商店偽造虛構不實交易行為或共謀詐欺，以簽帳金融卡簽帳方式或其他方式折換金錢或取得利益。

立約人違反第 2 項至第 4 項約定致生之應付帳款者，亦應對之負清償責任。

貴行應確保廣告內容之真實，對立約人所負之義務不得低於廣告之內容。

六、Visa 金融卡免年費；白金 Visa 金融卡年費 500 元，首年免年費，自核卡日起，每年不限金額消費 1 筆，則次年免年費，往後年費免收標準亦同。貴行得隨時調整上開收費標準，惟應以顯著方式於營業場所或網站公開揭示。

七、立約人收到簽帳金融卡後，應立即在簽帳金融卡上簽名，以降低遭第三人冒用之可能性。

立約人使用簽帳金融卡交易時，於出示簽帳金融卡刷卡後，經查對無誤後，應於簽帳單上簽名確認，並自行妥善保管簽帳單收執聯，以供查證之用。

立約人於特約商店同意立約人就原使用簽帳金融卡交易辦理退貨、取消交易、終止服務、變更貨品或其價格時，應向特約商店索取退款單，經查對無誤後，應於退款單上簽名確認，並自行妥善保管退款單收執聯，以供查證之用。但經立約人及特約商店同意，得以特約商店自行簽認，並以立約人保留退貨憑證或其他足資證明文件之方式代之。

特約商店於下列情形得拒絕接受立約人使用簽帳金融卡交易：

(一) 簽帳金融卡為偽造、變造或有破損、斷裂、缺角、打洞、簽名模糊無法辨認及簽名塗改之情事者。

(二) 簽帳金融卡有效期限屆至，業依本約定事項第 16 條第 1 項辦理掛失或本約定事項已終止者。

(三) 貴行已暫停立約人使用簽帳金融卡之權利者。

(四) 立約人在簽帳單上之簽名與簽帳金融卡上之簽名不符或得以其他方式證明持卡之人非貴行同意核發簽帳金融卡之本人者。

(五) 立約人累計本次交易後，已超過每日簽帳額度或指定帳戶之可用存款餘額者。但超過部分經立約人以現金補足者，不在此限。

前項第 1 款、第 2 款或第 4 款之情形者，特約商店得拒絕返還該簽帳金融卡。

立約人如遇有特約商店依第 4 項各款以外之事由拒絕立約人使用簽帳金融卡交易，或以使用簽帳金融卡為由要求增加商品或服務價格者，得向貴行提出申訴，貴行應自行或於轉請收單機構查明後，將處理情形告知立約人。如經查明就特約商店上述情事，貴行有故意或重大過失者，應對立約人負損害賠償責任。

簽帳金融卡具有一般金融卡功能亦可於特約商店使用簽名方式進行刷卡簽帳消費，所有消費款項於消費當時即自立約人指定扣款帳戶中圈存保留(立約人無法提領該保留款項)，並於扣帳日扣款時實際自立約人指定扣款帳戶扣除該款項清償之。

使用簽帳金融卡時，立約人同意滿 15 歲始得於國外刷卡消費，成年始得於國外提款。

八、依一般交易習慣或交易特殊性質，其係以郵購、電話訂購、傳真等其他類似方式訂購商品、取得服務、代付費用而使用簽帳金融卡付款，貴行得以電話確認、收貨單上之簽名、郵寄憑證或其他得以辨識當事人同一性及確認立約人意思表示之方式代之，無須使用簽帳單或當場簽名。

九、簽帳金融卡不提供預借現金功能。

十、立約人如與特約商店就有關商品或服務之品質、數量、金額有所爭議時，應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據。

立約人使用簽帳金融卡時，如符合信用卡組織作業規定之下列特殊情形：如預訂商品未獲特約商店移轉商品或其數量不符、預訂服務未獲提供時，應先向特約商店尋求解決。如無法解決時，應於當期消費款對帳單寄發日起 30 日內，檢具理由及貴行要求之相關證明文件，請求貴行就該筆交易以本約定事項第 12 條帳

款疑義處理程序辦理，不受前項約定之限制。

立約人使用簽帳金融卡進行郵購買賣或訪問買賣交易後，依消費者保護法第 19 條規定向特約商店解除契約者，準用前項之約定。

- 十一、貴行應按期寄發交易明細暨帳單通知書。如立約人未於消費後次月收到交易明細暨帳單通知書，應即向貴行查詢，並得請求以掛號郵件、普通郵件、傳真或其他適當方式補送，其費用由貴行負擔。但立約人請求貴行補寄 3 個月以前之消費明細，則每次每個月份應繳交補寄手續費 100 元，並授權貴行得逕自立約人之存款帳戶中扣繳，前項手續費貴行得隨時調整之，惟應以顯著方式於營業場所或網站公開揭示。
- 簽帳金融卡持卡人於申請表格所載之聯絡地址或其他聯絡方式有所變更而未通知貴行者，則以最後通知之聯絡地址或申請表格上所載聯絡地址為貴行應為送達之處所。貴行將業務上有關文書或應為之通知，向持卡人最後通知之聯絡地址或申請表格所載聯絡地址發出後，經通常郵遞之期間，即視為已合法送達。對帳單之方式得以書面、自動化設備或網路等方式呈現。

- 十二、立約人如對消費明細對帳單所載事項有疑義，得檢具理由及貴行要求之證明文件（如簽帳單或退款單收執聯等）通知貴行，或請求貴行向收單機構調閱簽帳單或退款單，或請求貴行就該筆交易依各信用卡組織之作業規定，向收單機構或特約商店主張扣款。

立約人未依前項約定通知貴行者，推定消費明細對帳單所載事項無錯誤。

因發生疑義之帳款，如經貴行證明無誤，或因非可歸責於貴行之事由而不得向收單機構或特約商店主張扣款時，如該款項已暫時先行返還立約人，貴行於通知立約人後，得自立約人指定帳戶內扣除該支付之款項，不足部分，立約人仍應負清償責任。

如有請求貴行向收單機構調閱簽帳單或退款單時，並應給付貴行調閱簽帳單手續費每筆 100 元，前開手續費貴行得調整之，惟應以顯著方式於營業場所或網站公開揭示。

- 十三、立約人同意於刷卡消費時，貴行得同時自立約人指定帳戶內將該消費款項予以圈存（立約人無法提領該保留款），俟特約商店或收單機構向貴行請款時（即扣帳日），貴行再將該圈存款項解除圈存後支付之。

立約人同意特約商店或收單機構於圈存後 45 日內（VISA 金融卡在日本地區以外消費則為圈存後 30 日），仍未向貴行請款時，貴行得將該筆消費款項解除圈存，包括但不限於稅款、日本地區消費及 JCB Debit 卡簽帳消費等交易。該圈存款項解除圈存後，特約商店或收單機構始向貴行請款者，立約人同意貴行仍得自指定帳戶扣款支付之。

立約人指定帳戶存款餘額如於應扣款日不足支付該筆應付消費款項時，貴行得拒絕扣除該筆存款餘額，立約人應於貴行通知繳款日前儘速將不足款項存入該扣款帳戶，如於繳款日之存款餘額仍不足支付該筆應付消費款項時，其利息計算係以特約商店或收單機構向貴行請款日起，就該帳款金額以年息 15%（日息萬分之 4.1）計算至該筆帳款結清之日。

貴行就立約人已繳付款項，應依民法第 321 條至第 323 條規定抵充之。但貴行指定之順序及方法較民法第 323 條之規定更有利於立約人者，從其指定。

立約人如有溢繳應付帳款之情形，於立約人申請領回前，其餘額得由貴行暫時無息保管。且立約人如無其他特別指示，得以之抵付後續須給付貴行之應付帳款。

- 十四、立約人所有使用簽帳金融卡交易帳款均應以新臺幣結付，如交易（含辦理退款）之貨幣非為新臺幣或於國外以新臺幣交易（含與設於國外之特約商店以新臺幣交易）時，則授權貴行依各信用卡組織依約所列之結匯日匯率換算為新臺幣。

立約人授權貴行為其在於中華民國境內之結匯代理人，辦理簽帳金融卡在國外使用簽帳金融卡交易之結匯手續，但立約人應支付之外幣結匯金額超過法定限額者，立約人應以外幣支付該超過法定限額之款項。若因匯率變動致圈存金額與清算結匯後之新臺幣應付帳款不符時，持卡人應清償之款項，仍以清算結匯後之新臺幣應付帳款為準。

立約人應繳付之國外交易手續費，除各信用卡國際組織應收取之費用外，每筆另按消費金額 0.5% 計收；各信用卡國際組織所收取之手續費率可能隨時變更，係依各信用卡國際組織公告為準。

- 十五、簽帳金融卡如有遺失、被竊、被搶、詐取或其他遭立約人以外之第三人占有之情形（以下簡稱遺失或被竊等情形），立約人應儘速以電話或其他方式通知貴行或其他經貴行指定機構辦理掛失停用手續，並繳交掛失手續費 200 元。惟如貴行認有必要時，應於受理掛失手續日起 10 日內通知立約人，要求於受通知日起 3 日內向當地警察機關報案且以書面補行通知貴行。上開掛失停用手續費，貴行得隨時調整之，惟應以顯著方式於營業場所或網站公開揭示。

立約人自辦理掛失停用手續時起被冒用所發生之損失，概由貴行負擔。但有下列情形之一者，立約人仍應負擔辦理掛失停用手續後被冒用之損失：

（一）第三人之冒用為立約人容許或故意將簽帳金融卡交其使用者。

（二）立約人故意或重大過失將辨識立約人同一性之方式使第三人知悉者。

（三）立約人與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。

辦理掛失手續前立約人被冒用之自負額以 3,000 元為上限，但有下列情形之一者，立約人免負擔自負額：

（一）立約人於辦理簽帳金融卡掛失手續時起前 24 小時以後被冒用者。

（二）冒用者在簽單上之簽名，以肉眼即可辨識與立約人之簽名明顯不同或以善良管理人之注意而可辨識與其立約人之簽名不相同者。

立約人有第 2 項但書及下列情形之一，且貴行能證明已盡善良管理人之注意義務者，其被冒用之自負額不適用前項約定：

- (一)立約人得知簽帳金融卡遺失或被竊等情形而怠於立即通知貴行，或立約人發生簽帳金融卡遺失或被竊等情形後，自寄發當期交易明細暨帳單通知書日起已逾 20 日仍未通知貴行者。
- (二)立約人違反本約定事項第 7 條第 1 項約定，未於簽帳金融卡簽名致遭第三人冒用者。
- (三)立約人於辦理簽帳金融卡掛失手續後，未提出貴行所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。
- 十六、立約人發生簽帳金融卡遺失或被竊等情形，並依本約定事項第 15 條規定辦理掛失停用手續後，或污損、消磁、刮傷或其他原因致令簽帳金融卡不堪使用，貴行得依立約人之申請補發新卡。
貴行於簽帳金融卡有效期間屆滿時，如未依本約定事項第 20 條終止本約定事項者，應續發新卡供立約人繼續使用，惟貴行基於風險安全、立約人財務、消費及還款狀況等考量，於簽帳金融卡功能終止、停用或發生無法使用之原因時，得不續發新卡予立約人，立約人得向貴行申請一般金融卡且並同意接受及履行存款業務約定書內一般金融卡約定條款之約定。
簽帳金融卡有效期間屆滿前，立約人如無續用之意願，須於有效期限屆滿前，事先通知貴行終止本約定事項，或於接獲續發新卡後 7 日內通知貴行終止本約定事項，無須說明理由及負擔任何費用或價款，但已使用核發新卡者，不在此限。
- 十七、立約人經貴行依本約定事項第 20 條主張視為全部到期之權利時，貴行得將立約人寄存於貴行之各種存款(支票存款除外)及對貴行之一切債權期前清償，並得將期前清償之款項抵銷立約人對貴行所負之債務。貴行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時貴行發給立約人之存摺、存單及其他債權憑證，在抵銷範圍內失其效力。如抵銷之金額不足抵償立約人對貴行所負之全部債務者，依民法第 321 條至第 323 條規定抵充之。但貴行指定之順序及方法較民法第 323 條之規定更有利於立約人者，從其指定。
- 十八、本約定事項如有修改或增刪時，貴行以書面或法令允許之方式通知立約人後，立約人於 7 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 60 日以書面通知立約人，並於該書面以顯著明確文字載明其變更事項、新舊約款內容，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於上開得異議時間內通知貴行終止契約：
- (一)增加向立約人收取之年費、手續費及提高其利率、變更利息計算方式及增加可能負擔之一切費用。
- (二)簽帳金融卡發生遺失、被竊等情形或滅失時，通知貴行之方式。
- (三)立約人對他人無權使用其簽帳金融卡後發生之權利義務關係。
- (四)有關簽帳金融卡交易帳款疑義之處理程序。
- (五)其他經主管機關規定之事項。
- 十九、立約人如有下列事由之一者，貴行無須事先通知，得暫時停止立約人使用簽帳金融卡之權利：
- (一)立約人違反本約定事項第 2 條第 1 項、第 5 條第 2 項或第 4 項者。
- (二)立約人故意將辨識立約人同一性之方式告知第三人者。
- (三)立約人以簽帳金融卡向未經主管機關核准之機構或向第三人直接或間接取得資金融通。
- (四)立約人依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所宣告拒絕往來、停止營業或清理債務者。
- (五)立約人為法人或非法人團體之法定代理人、代表人、管理人者，關於該法人或非法人團體經票據交換所公告拒絕往來者。
- (六)立約人因刑事而受有期徒刑以上之宣告或沒收主要財產之宣告者。
- (七)立約人如使用簽帳金融卡不當或貴行研判立約人帳戶有疑似不當使用之情事時，得隨時停止或終止立約人使用卡片，並收回簽帳金融卡予以作廢。
- (八)立約人使用簽帳金融卡，如有本約定書陸、存款往來項目特別約定事項(壹)金融卡約定事項(I)金融卡定型化約款第 13 條情事(包括但不限於輸入晶片密碼錯誤連續達 3 次或跨國密碼錯誤連續達 3 次)，遭自動化服務設備鎖卡或留置者時。
- 立約人如有下列事由之一者，經貴行事先通知後，得暫時停止立約人使用簽帳金融卡之權利：
- (一)立約人違反本約定事項第 2 條第 2 項，貴行已依原申請時填載資料之聯絡地址、電話通知而無法取得聯繫。
- (二)立約人違反本約定事項第 4 條約定超過簽帳額度使用簽帳金融卡交易者。
- (三)立約人存款不足而退票，或其為法人或非法人團體之法定代理人、代表人、管理人，而該法人或非法人團體存款不足而退票者。
- (四)立約人遭其他發卡機構暫停使用信用卡之權利或終止信用卡或簽帳金融卡契約者。
- (五)立約人受強制執行或假扣押、假處分或其他保全處分者。
- (六)立約人因其他債務關係被提起訴訟，或因涉及刑事被偵查或起訴者。
- (七)對貴行或其他金融機構(包括總機構及分支機構)有其他債務延不償還，或其他債務有遲延繳納本金或利息者。
- (八)立約人依約定負有提供擔保之義務而不提供者。
- (九)連帶保證人終止保證或有具體事實足以證明其信用貶落，經貴行通知變更或追加保證人而未辦理者。貴行於第 1 項或第 2 項各款事由消滅後，或經貴行同意立約人釋明相當理由，或立約人清償部分款項或提供適當之擔保者，得恢復立約人使用簽帳金融卡之權利。
- 二十、立約人如有前條第 1 項各款事由之一或本約定事項終止者，貴行無須事先通知或催告，得隨時、立即將已消費款項登抵扣帳。
立約人如有前條第 2 項各款事由之一或立約人死亡而其繼承人聲明為拋棄繼承者，經貴行事先通知或催告

後，貴行得隨時、立即將已消費款項登抵扣帳。

立約人得隨時通知貴行終止本約定事項。

立約人如有第 1 項或第 2 項之事由，或簽帳金融卡有效期限屆至者，貴行得以書面通知立約人終止本約定事項。

立約人終止本約定事項時，應親至營業單位辦理，始生終止之效力。

立約人之扣款帳戶契約如終止時，本約定事項亦同時終止。

本約定事項終止後，立約人不得再使用簽帳金融卡(含有效期限尚未屆至者)。

二十一、立約人依本約定事項第 16、18、20 條通知終止本約定事項，應將簽帳金融卡親自繳還貴行作廢。

二十二、因本約定事項涉訟時，除法律所規定之法院有管轄權外，立約人並同意以臺灣臺北地方法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定。

二十三、立約人同意貴行之交易帳款收付業務、處理業務或其他與本約定事項有關之附隨業務，於必要時得依主管機關規定或核准委託適當之第三人或與各信用卡組織或其會員機構合作辦理。該第三人於處理及利用立約人個人資料時，仍應遵守法令規定並保守秘密。

(貳之一) 悠遊 Debit 卡約定事項

一、名詞定義

(一) 悠遊 Debit 卡：指發卡機構(在本約定事項中係指華南商業銀行)與「悠遊卡股份有限公司」(以下簡稱悠遊卡公司)合作發行，並由發卡機構發給立約人作為指定之新臺幣活期性存款帳戶於自動櫃員機憑密碼存、提款，並得以簽名方式向特約商店取得物品、勞務或其他利益而同時自該帳戶直接扣帳付款(Debit 卡功能)並具有悠遊卡功能之卡片。悠遊卡功能為記名式悠遊卡，提供掛失退費之服務；立約人需同意發卡機構在核發卡片時提供個人基本資料予悠遊卡公司，以提供立約人相關服務。

(二) 悠遊卡：指悠遊卡公司發行以「悠遊卡」為名稱之儲值卡，立約人得於法令限制範圍內，以所儲存之金錢價值抵付交通運輸、停車場及其他服務或消費。

(三) 自動加值(Autoload)：指立約人與發卡機構約定，於使用悠遊 Debit 卡之悠遊卡時，因儲值金額不足以支付當次消費或低於 100 元時，可透過連線式自動加值設備(目前為悠遊卡加值機 AVM 及小額消費端末設備；捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動加值服務，如有增修使用範圍將依悠遊卡公司網站公告為準)，自悠遊 Debit 卡之指定帳戶，自動加值一定金額至悠遊卡內；自動加值等同立約人之 Debit 卡一般消費交易。

(四) 餘額轉置：係指將悠遊 Debit 卡中「悠遊卡」餘額結清，並轉置至立約人指定帳戶中，但若餘額為負值時，立約人同意將該筆負值款項視為一般消費款，計入立約人指定帳戶中向立約人收取；餘額轉置之工作時間為發卡機構收到立約人寄回卡片或卡片有效期限屆滿後約 40 個營業日。

(五) 特約機構：指與悠遊卡公司訂定書面契約，約定立約人得以悠遊卡支付商品、服務對價、政府部門各種款項及其他經主管機關核准之款項者。

二、悠遊卡之使用

(一) 開始使用：

悠遊 Debit 卡之悠遊卡功能無須開啟即可使用，新／補／換發悠遊 Debit 卡之悠遊卡內可用金額為零元；立約人如欲使用自動加值服務時，應先完成 Debit 卡開卡及自動加值功能開啟作業。倘立約人未完成 Debit 卡開卡作業而使用悠遊 Debit 卡之悠遊卡功能，仍應對悠遊卡已完成自動加值所生之相關帳款負擔清償之責。自動加值功能一經開啟後，立約人嗣後即不得再要求關閉。

(二) 使用範圍：

悠遊卡之使用功能由悠遊卡公司提供，立約人得憑悠遊卡內儲值之金錢價值，依悠遊卡公司之「悠遊卡公司使用者約定條款」或悠遊卡公司公告之使用範圍內為特定範圍之消費使用，請參考網址：www.easycard.com.tw。

(三) 加值方式與金額：

1、自動加值：

持已開啟自動加值功能之悠遊 Debit 卡進行扣款消費，當悠遊卡餘額不足以支付當次消費或低於 100 元時，將透過連線式自動加值設備(目前為悠遊卡加值機 AVM 及小額消費端末設備；捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動加值服務，如有增修使用範圍將依悠遊卡公司網站公告為準)，自立約人指定帳戶中自動加值 500 元或其倍數之一定金額至悠遊卡。自動加值之範圍、數額及限額，悉依法令規定、悠遊卡公司及發卡機構所訂標準及最新公告辦理。悠遊卡自動加值免手續費。

2、其他加值方式：

依悠遊卡公司之「悠遊卡公司使用者約定條款」或悠遊卡公司官網公告之方式辦理。

(四) 卡片效期：悠遊卡與 Debit 卡之卡片使用效期相同，悠遊 Debit 卡有效期限屆滿時，悠遊卡功能及自動加值功能亦隨之終止。

(五) 悠遊卡儲值餘額不計利息，並由悠遊卡公司全數辦理信託，保障立約人權益。

(六) 悠遊卡儲值餘額不可移轉性：Debit 卡到期續發或毀損補發時，其悠遊卡儲值餘額將無法併同移轉至續發或補發之新卡或其他卡片中，僅得依「餘額轉置」作業辦理。

三、悠遊 Debit 卡遺失、被竊、滅失或其他喪失占有

- (一)悠遊 Debit 卡係屬發卡機構所有，立約人應盡善良管理人之注意使用並保管該卡，避免卡片遺失、被竊、詐取、滅失或遭第三人占有，並應防止他人獲悉立約人之卡片相關資訊。
- (二)悠遊 Debit 卡如有遺失、被竊或有其他喪失占有情事時（以下簡稱遺失之情形），立約人應儘速通知發卡機構辦理 Debit 卡掛失停用手續，並繳交掛失停用手續費 200 元，停止悠遊卡功能。有關立約人掛失停用權益及自負額相關權利義務，悉依本約定書陸(貳)「簽帳金融卡約定事項」之規定辦理。
- (三)悠遊 Debit 卡完成前項掛失手續前 24 小時至掛失手續後 3 小時間，遭冒用自動加值之損失由發卡機構負擔，掛失手續後 3 小時內，悠遊卡扣款被冒用所發生之損失，由立約人自行負擔；儲值餘額將於完成掛失手續後約 40 個營業日內，按悠遊卡公司掛失後 3 小時系統紀錄之儲值餘額，扣除由發卡機構負擔遭冒用自動加值之金額（該款項將返還予發卡機構），如有剩餘餘額，將退還至立約人指定帳戶中，但若掛失後 3 小時系統紀錄之儲值餘額為負值時，不論自動加值功能是否已開啟，立約人同意將該筆負債款項視為一般消費款，計入立約人指定帳戶中向立約人收取。
- 四、悠遊 Debit 卡補發、換發、屆期續發及停用
- (一)悠遊 Debit 卡發生遺失之情形，發卡機構得依立約人之申請，補發具有相同功能而悠遊卡餘額為零之新卡供立約人使用。
- (二)悠遊 Debit 卡發生污損、消磁、刮傷、毀損、故障或其他原因致卡片不堪使用時，得申請補發新卡，立約人應剪斷舊卡片並繳回發卡機構。補發新卡之悠遊卡儲值金餘額為零，舊卡之悠遊卡儲值金餘額將由發卡機構於收到卡片後辦理「餘額轉置」作業。毀損補發時，發卡機構將收取作業處理費 50 元。
- (三)悠遊 Debit 卡有效期限到期時，其悠遊卡即無法繼續使用，自動加值功能亦隨之終止。除發生任何終止悠遊 Debit 卡契約之事由外，發卡機構同意續發具有相同功能而悠遊卡儲值金餘額為零之新卡供立約人繼續使用。到期舊卡之悠遊卡儲值餘額，將由發卡機構於卡片到期日後辦理「餘額轉置」作業。
- (四)悠遊 Debit 卡功能停用時，立約人應剪斷卡片並繳回發卡機構辦理「餘額轉置」作業。
- (五)若立約人未依本條規定繳回卡片予發卡機構，其於「餘額轉置」作業之後所產生之扣款交易及自動加值帳款，立約人仍應負清償之責。
- 五、悠遊卡功能停用及悠遊卡餘額處理
- 悠遊 Debit 卡有效期間內，立約人欲停用悠遊卡功能時，立約人可透過下列管道辦理悠遊卡全部餘額退還作業，一經退卡退費，即無法再使用悠遊卡功能及悠遊卡自動加值，惟 Debit 卡仍維持有效：
- (一)持卡片及個人身份證明文件親至悠遊卡客服中心辦理悠遊卡退卡，悠遊卡餘額以現金方式返還，並收取終止契約作業手續費。
- (二)至台北捷運各車站之悠遊卡加值機 (AVM) 或全家便利商店之 FamiPort 操作退卡交易，嗣由發卡機構辦理「餘額轉置」作業。
- 六、悠遊卡交易紀錄及儲值餘額疑義之處理
- (一)立約人得將卡片置於「悠遊卡查詢機」或至捷運各車站詢問處查詢悠遊卡餘額或最近六筆交易紀錄，如有悠遊卡交易相關問題，可電洽悠遊卡公司客服電話：412-8880（手機及金馬地區請撥 02-412-8880）
- (二)發卡機構應於立約人的 Debit 卡存摺或對帳明細中顯示悠遊 Debit 卡之悠遊卡自動加值之日期及金額。
- (三)立約人如對上開交易紀錄之餘額有疑義時，得於交易後 60 個日曆日內，檢具發卡機構要求之文件通知發卡機構查證處理。
- 七、悠遊 Debit 卡終止事由
- 立約人有下列情形或其他違反本約定條款之情事時，發卡機構及悠遊卡公司得逕行暫停或終止立約人使用悠遊卡，自動加值功能將隨之終止：
- (一)立約人以所持悠遊 Debit 卡至「悠遊卡」之營運範圍及特約機構或發卡機構指定之地點，進行非法之商品或勞務之消費或交易。
- (二)立約人與第三人或特約機構偽造虛構不實交易行為或共謀詐欺，或以任何方式折換金錢、融通資金或取得不法利益。
- (三)立約人違反本約定書陸(貳)「簽帳金融卡約定事項」或遭發卡機構暫時停止立約人使用悠遊 Debit 卡之權利、終止契約或強制停卡。
- 八、應付費用處理
- 立約人依本約定條款應付之作業處理費、手續費及其他費用等，將列入立約人 Debit 卡應付帳款中併同請款。
- 惟當立約人自行向悠遊卡公司申請終止契約作業或悠遊卡書面交易紀錄時，悠遊卡公司得向立約人收取手續費或逕自悠遊卡之儲值餘額中扣抵，手續費依悠遊卡公司之「悠遊卡公司使用者約定條款」辦理。
- 九、年費收取規定
- 「悠遊 Debit 卡」年費 500 元，首年免年費，於首年內刷卡消費 3 筆，則次年免年費，往後年費收費標準亦同。發卡機構得隨時調整上開收費標準，惟應以顯著方式於營業場所或網站公開揭示。
- 十、悠遊卡個資同意事項
- 立約人同意提供個人基本資料(姓名、身分證字號、生日、電話、地址、e-mail)予悠遊卡公司作為記名式悠遊 Debit 卡使用。立約人知悉悠遊卡公司已將應告知事項載於網站 www.easycard.com.tw，若有任

何疑義，可撥打悠遊卡客服專線 412-8880 洽詢。

十一、其他約定事項

(一)悠遊 Debit 卡之悠遊卡使用，除本約定事項已有規定者外，若有未盡事宜，同意依悠遊卡公司官網〈www.easycard.com.tw〉最新公告之「悠遊卡公司使用者約定條款」、「悠遊卡使用說明」等規定辦理。

(二)悠遊 Debit 卡之 Debit 卡相關規定，如有未盡事宜，同意依本約定書陸(貳)「簽帳金融卡約定事項」之規定辦理。

(貳之二)電子帳單服務約定事項

立約人申請貴行簽帳金融卡電子帳單服務(以下簡稱本服務)，願遵守並同意本服務以下約定事項之相關規定：

- (一) 當立約人成功申辦本服務後，貴行將於申辦後第一次寄發簽帳金融卡帳單時，同時寄送實體帳單與電子帳單；嗣後即不再寄發實體帳單，請立約人留意電子帳單是否收迄，如未收到應儘速通知貴行，以免權益受損。
- (二) 簽帳金融卡電子帳單一經貴行向立約人指定之電子郵件信箱為傳送者，即視為已寄達，其效力與實體帳單之送達相同，立約人不得以未具書面要件而主張寄送無效。
- (三) 立約人如於本行同時申請信用卡及簽帳金融卡電子帳單，同意以同一個電子郵件信箱作為指定寄送之信箱，信用卡/簽帳金融卡電子帳單將傳送至立約人指定之電子郵件信箱，為確保立約人的權益，請確認該電子郵件信箱是否為正常、有效且可使用的。
- (四) 簽帳金融卡電子帳單如同實體帳單，僅發送予正卡持卡人，因此附卡人無法申請。
- (五) 立約人成功申辦本服務後，現行有效持有及未來新申請信用卡之信用卡帳單將以電子帳單方式提供。如立約人再向貴行另為信用卡之申請時如又重新勾選「我同意申請電子帳單」之選項並填載新電子郵件信箱，視為電子郵件信箱變更。如立約人於本行同時申請信用卡及簽帳金融卡之電子帳單，則該變更將同時適用於信用卡及簽帳金融卡電子帳單之寄送。
- (六) 若因非可歸責於貴行之原因，造成電子帳單傳送失敗(包括但不限於留存之電子郵件信箱地址錯誤、變更或取消電子郵件信箱未通知貴行、指定之電子郵件信箱系統故障等)，將以貴行電腦主機寄送時間視為已送達。若因立約人留存之電子郵件信箱地址錯誤，或未主動通知貴行電子郵件信箱變動所衍生之違約金、循環利息或其他損失，立約人需自行負責，概與貴行無關。
- (七) 若因電子郵件信箱更改而未完成異動手續或其他原因致未收到貴行簽帳金融卡電子帳單者，立約人應主動自行向貴行查詢，且不得以未收到簽帳金融卡電子帳單而拒絕繳款；如因而致生任何損害，應由立約人自行負責。貴行仍以立約人最後登記之電子信箱為寄送電子帳單之地址。
- (八) 若立約人對簽帳金融卡電子帳單所提供之內容有疑義時，應儘速與貴行聯繫，貴行將依電腦主機上實際交易記錄為準。
- (九) 立約人可以隨時終止本服務，一經終止，則恢復寄送實體帳單。當立約人一旦終止與貴行之簽帳金融卡契約時，本服務隨即自動終止。
- (十) 立約人如有不當或違法使用之情況，貴行有權暫停或終止立約人使用本服務之權利，且毋需事先通知。
- (十一) 如發生下列任一情形時，貴行有權停止或暫時中斷本服務，本服務將於貴行修復相關設備後恢復，惟倘屬貴行可預知本服務停止或暫時中斷之事由，貴行將事先通知立約人，以確保立約人之權益不受影響。
 - 1、對本服務之系統設備進行必要之保養時。
 - 2、發生突發性之系統設備故障或與貴行合作之協力廠商系統軟硬體設備故障或失靈。
 - 3、因天災等不可抗力之因素，致使貴行無法提供本服務時。
- (十二) 貴行保留修訂本約定事項之權利，修訂後於貴行網站聲明公告及利用本服務通知立約人。若立約人未表示異議仍繼續使用本服務，即視為立約人已了解並同意接受該等修訂內容；若立約人不同意該等修訂內容，可申請終止使用本服務。
- (十三) 立約人同意遵守中華民國相關法規及一切網際網路使用慣例，不得有入侵或破壞網際網路上其他系統、主機、伺服器正常運作之意圖或行為，亦不得在網際網路上從事違反公共秩序、善良風俗及法律所禁止之行為。
- (十四) 立約人因使用本服務而與貴行所生之爭議，合意以臺灣臺北地方法院為第一審管轄法院，但法律有專屬管轄之特別規定者，從其規定。

(參) 電話語音服務約定事項：(註：本約定事項僅適用於國內營業單位之存戶)

關於電話語音服務包括以電話辦理新臺幣及外匯語音查詢、傳真、語音轉帳(轉出、轉入帳戶均為新臺幣帳戶者，為新臺幣電話語音服務；轉出或轉入帳戶中含外匯帳戶者，為外匯電話語音服務)：

I、電話語音服務共通約定：

一、立約人於初次使用本項服務之前，應將密碼通知書內載「使用密碼」及「轉帳密碼」之初始值變更為新密

碼，方可正式執行交易。

- 二、立約人對更新後的語音「使用密碼」及「轉帳密碼」應負責保密，以確保存款安全。上開密碼有洩漏之虞時，立約人應隨時利用本項服務「更改密碼」功能更新密碼。因密碼洩漏所生之糾紛，概與貴行無涉。但密碼洩漏係可歸責於貴行者，不在此限。
- 三、語音查詢或傳真之存款餘額為立約人在貴行申請本項服務帳戶之可使用存款餘額，若有出入，以貴行帳載之金額為準。但經核對貴行提出之交易紀錄，確為貴行記載錯誤，並經貴行查證屬實者，貴行應即更正之。
- 四、立約人使用電話語音轉帳服務，係指立約人利用貴行電話語音服務系統，憑立約人自行選定之語音「使用密碼」及「轉帳密碼」，以電話指示方式，提取其約定帳號內之款項並撥轉存入其指定之存款帳號內，或於約定帳號內將外匯活期存款轉為外匯定期存款（以下簡稱轉換）。本項轉帳交易其取款（或轉換）係按無摺登錄方式辦理，與憑存摺及原留印鑑所為之交易具同等效力。
- 五、凡憑語音以密碼所辦理之各項轉帳或轉換交易，不論是否獲得立約人授權，貴行均得認定係立約人所為之有效指示。
- 六、為保障立約人之權益，凡「轉帳密碼」輸入錯誤連續達 4 次時，電話語音即自動暫停語音轉帳服務，立約人應至貴行重新申請轉帳服務。
- 七、立約人利用語音轉帳時，轉出、轉入之帳號應由立約人於申請書事先指定（外匯語音服務目前僅限於貴行國內各聯行間之轉帳，不包含跨行轉帳），貴行不須負責確認指定之帳號或戶名是否正確。
- 八、立約人每次利用語音轉帳辦理轉帳，所輸入密碼、帳號與金額，均應經立約人核對確認無誤後，始按定轉入指定之帳戶，一經按定後，交易即屬完成，立約人不得請求貴行更正或追還。
- 九、立約人利用語音轉帳，因操作錯誤，致款項入錯帳戶或約定帳戶錯誤等所發生損失，均由立約人自行負責，與貴行無涉。
- 十、立約人完成語音轉帳交易後，得以語音查詢或傳真查詢交易明細或至貴行補登存摺，確認轉帳交易是否成功。另由貴行定期寄發對帳單供立約人核對。立約人對轉帳內容有疑義，應於收到對帳單日起 7 個營業日內向貴行查詢，逾期推定以貴行帳載為準。
- 十一、立約人申請傳真交易明細，如因傳真過程發生洩漏情事，貴行概不負責。
- 十二、立約人使用傳真服務應支付手續費標準，依貴行規定辦理。上述費用，貴行得視需要隨時調整，但應以顯著方式於營業場所或網站公開揭示。貴行依據客觀具體事實認為有必要時，得隨時暫停或終止對立約人之傳真服務，立約人絕無異議。
- 十三、立約人使用語音轉帳轉入支票存款戶，須於營業時間前完成轉帳手續，如有延誤遭致退票時，由立約人自行負責。
- 十四、立約人申請語音轉帳服務後，如欲增刪或註銷原約定轉入帳戶，應填具申請書並親自簽名或簽蓋原留印鑑，向貴行辦理增刪或註銷約定轉入帳戶手續後，始生效力。在未辦理增刪或註銷約定轉入帳戶手續前所有依原約定書所為之語音轉帳交易，立約人均承認其效力。
- 十五、立約人利用語音辦理本人存單存款之自動轉期申請，其與填具申請書並簽蓋原留印鑑具同等效力。有關自動轉期之次數、轉存利率及逾期續存等悉依貴行規定辦理。
- 十六、立約人辦理預約轉帳之時間如為營業日下午 3 點 30 分之前，得預約次日起 6 個月（相當日）內之轉帳交易；如為營業日下午 3 點 30 分之後，得預約次日起 6 個月（相當日）內之轉帳交易。惟預約生效日須為貴行營業日。
 - （一）立約人同意於預約生效日之前一營業日，於約定轉出帳戶中存足金額，俾便完成預約轉帳交易。
 - （二）立約人預約後轉帳當日，遇存款不足或遭圈存、扣押時，轉帳交易即自動取消，貴行無庸另行通知。
 - （三）立約人取消語音預約轉帳交易，最遲應於預約生效當日前一日下午 3 點 30 分前取消。
 - （四）立約人執行語音預約轉帳交易後，如嗣後有變更「使用密碼」、「轉帳密碼」者，均不影響變更前以舊密碼所為預約轉帳交易之效力，但立約人與貴行另有約定者，不在此限。
 - （五）立約人辦理結清、存款移管、終止語音轉帳服務或取消第三人轉入帳戶，則同時自動取消原預約轉帳交易。
- 十七、如因資訊系統故障或線路中斷，立約人同意貴行得暫時停止本項服務。
- 十八、立約人得隨時終止本約定事項，但應填具申請書並簽蓋原留印鑑，向貴行辦理或利用本項服務「更改密碼」功能，將語音「使用密碼」及「轉帳密碼」變更為初始值“9999”。

II、新臺幣電話語音服務：

- 一、交易帳務劃分點：週一至週五以下午 3 點 30 分為帳務劃分點。超逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。
- 二、立約人利用語音轉帳轉入第三人設於本行之新臺幣帳戶時，每筆限額為 300 萬元，轉入本人或第三人之跨行帳戶時，每筆限額為 200 萬元。利用語音轉帳及其他自動化服務設備合併計算之交易金額，除另有約定外，每日限額為 300 萬元。
- 三、立約人使用電話語音跨行轉帳，每次應支付手續費 15 元。
- 四、立約人同意前二項語音轉帳關於累計金額及次數之限制、手續費之計收標準，嗣後如有需要，貴行得隨時調整，但應以顯著方式於營業場所或網站公開揭示。
- 五、立約人利用「語音轉帳」將新臺幣綜合存款項下活期性存款轉存定期性存款，其交易最低額為 1 萬元。

III、外匯電話語音服務：

- 一、本項外匯轉帳及轉換交易範圍限定為：

- (一) 自外匯活期存款帳號將款項轉入貴行同一戶名或不同戶名之外匯活期存款帳號(屬活存間自轉或跨戶轉帳,轉入同幣別或不同幣別活存帳號均可,但人民幣僅提供同幣別即時轉帳交易)。
- (二) 自外匯活期存款帳號將款項轉入貴行同一戶名之新臺幣存款帳號(屬結售外匯)。
- (三) 自新臺幣存款帳號將款項轉入貴行同一戶名之外匯活期存款帳號,或轉入同一戶名之單(多)幣別外匯活定期存摺存款戶之外匯定期存款(屬結購外匯或結購外匯定存)。
- (四) 多幣別外匯活定期存摺存款立約人,於同一帳號內幣別互轉(屬幣別自轉)。
- (五) 單幣別或多幣別外匯活定期存摺存款戶,限同一戶名,將外匯活期存款轉為外匯定期存款(屬同幣別或不同幣別活定存轉換)。
- (六) 前五項外匯轉帳服務之預約交易。惟結購、售外匯金額依中央銀行規定需填申報書者、結購外匯定存者及不同幣別活定存轉換者,不得辦理預約。
- (七) 辦理立約人本人之外匯定存(但不含外匯存單存款)自動轉期申請、解除自動轉期、中途解約或到期解約交易。

二、電話語音轉帳服務時間：

- (一) 配合貴行利、匯率掛牌之營業時間,不同幣別之語音轉帳及外匯活存轉定存之語音轉換,服務時間均為：週一至週五上午9點30分(或當日貴行匯率掛牌後)至下午3點30分,轉入之金額,立約人當日即可提用或生效。
- (二) 同幣別之外匯活期存款間轉帳及外匯活定存轉換,可24小時語音辦理,惟貴行正常營業時間外之語音轉帳屬於次營業日帳務,該轉入之金額於次營業日之前,立約人僅於語音系統上運用,而營業時間內之語音轉帳屬於當日帳務,轉入之金額,立約人當日即可提用。
- (三) 立約人本人之外匯定存到期日以前,可24小時利用語音辦理自動轉期申請或解除自動轉期。原存期為一個月以上者,逾到期日後亦可24小時利用語音辦理自動轉期申請。

三、利用本項服務辦理結售、購美元、日圓、港幣、歐元、英鎊、澳幣、加拿大幣、新加坡幣、紐西蘭幣、瑞士法郎、南非幣、瑞典幣、泰國銖等13幣別及該13種幣別之外匯轉帳時,得享有優惠匯率(以受理立約人交易當時之牌告即期買(賣)匯為折算基準,予以加(減)碼計算);其餘幣別之轉帳交易,適用轉帳當時貴行之牌告即期匯率。預約轉帳交易,匯率適用指定交易日前一營業日貴行最後一次牌告即期匯率,若指定交易日非貴行營業日,則順延至次一營業日生效。若遇外匯市場匯率波動劇烈時,貴行得視實際情況需要,暫停不同幣別之電話語音轉帳(或轉換)服務。

四、立約人利用語音辦理同幣別或不同幣別外匯活定存轉換及結購外匯定存(人民幣除外),外匯定存最低起存額依照伍、外匯活/定期存摺存款特別約定事項(壹)境內外匯活定期存摺存款約定事項二、(二)有關各幣別最低起存額之規定辦理,定存利率依轉換當時貴行外匯牌告利率,採固定利率單利計息,並以語音轉換當日為起息日。有關不同幣別活定存轉換之轉帳匯率,適用前條外匯轉帳匯率規定。不同幣別外匯活定存轉換及結購外匯定存限於服務時間內完成且不得辦理預約交易。

五、其他約定事項：

- (一) 個人戶申辦外匯電話語音服務時,限在我國境內居住且領有國民身分證、臺灣地區居留證或外僑居留證(有效期限1年以上)之個人,始得申辦,惟未成年個人申辦者,其於貴行每日結購或結售外匯(包含臨櫃交易、網路銀行及其他電子化服務等)累計結匯金額應低於新臺幣50萬元。
- (二) 同一轉出外幣帳號,每日、每次以語音轉帳轉入約定第三人之外幣帳戶,以等值美金30萬元為限。轉入本人帳戶者,不論其是否涉及新臺幣帳號與外匯帳號間之轉帳,其每日、每次轉帳(含轉換)之金額,均無限制,但1年內累積結購、結售金額不得超過中央銀行所規定之最高限額。
- (三) 立約人辦理外匯存款語音不同幣別轉帳及結購、結售等交易,其每筆交易之外幣金額未達等值美金100元者,每日交易累計次數合計以10次為限;未達等值美金10元者,每月結購、結售及不同幣別轉帳累計次數合計以5次為限。
- (四) 立約人利用本項服務辦理轉帳,涉及結購、結售外匯時,應依中央銀行規定之「外匯收支或交易申報辦法」等相關法規申報。
- (五) 結購、結售外匯金額達中央銀行「外匯收支或交易申報辦法」規定之每筆結匯申報金額者,立約人須先將「外匯收支或交易申報書」提交貴行(若為大額結匯案件則須依中央銀行規定,同時提示與該筆結匯有關之證明文件),經貴行查核未超過上開辦法規定之當年累積結匯金額、並回電確認後,始得以電話語音轉帳,且經貴行確認得執行之交易,須於當日進行,隔日即作廢。結購、結售外匯金額依中央銀行規定需填申報書者,不得辦理預約轉帳。
- (六) 立約人利用語音傳真交易明細表時,其查詢之內容僅限利用語音交易且未登摺之部分,查詢期間限於查詢日之前(含查詢日)30日內,例如：申請人可於8月31日傳真查詢8月2日至8月31日之間的語音交易明細。
- (七) 利用語音轉帳或轉換,不論新臺幣或外幣,轉出之金額僅接受至「元」位之輸入,惟不同幣別之轉帳,轉入金額之計算係以四捨五入法,新臺幣計算至「元」位,外幣除日幣計算至「元」位外,其餘幣別計算至小數點以下第二位。

六、語音轉帳約定之轉出帳號(或語音外匯活存轉入外匯定存約定之轉換帳號)須與申請人同一戶名,且限外匯活期存款帳戶及單、多幣別外匯活定期存摺存款帳戶,或新臺幣存摺存款帳戶(不包括支票存款,且綜合存款帳戶僅適用活存或活儲部分)。

七、立約人申請語音轉帳服務即視同同時申請語音轉換服務,若立約人僅欲申請同一帳戶之轉換服務,得不約定轉入帳號。

(肆) 網路銀行業務服務約定事項：

前言、使用網路銀行注意事項

1. 立約人使用無線上網者，請不要使用網路銀行服務。
 2. 立約人非必要請不要透過公眾電腦使用網路銀行服務。
 3. 立約人使用網路銀行前，請先確認網路銀行正確之網址（個人戶：<https://netbank.hncb.com.tw>，企業戶：<https://ibank.hncb.com.tw>）及網頁有金鑰小圖示。立約人可連續點擊金鑰小圖示，確認為憑證授權單位(CA)發給貴行"netbank.hncb.com.tw"或"ibank.hncb.com.tw"之有效認證，以確保立約人進入正確之貴行網站後，再開始使用網路銀行服務。
 4. 立約人設定之密碼不應與個人顯性資訊（如生日、身分證、車號、電話號碼、帳號及相關資料號碼）相同，
 5. 立約人無論在任何時候，必須對網路銀行登錄之相關資料及密碼負保密義務，請不要將密碼告知任何人包括任何自稱為銀行代表、銀行職員或授權人士，且不要將此等資料以電子郵件或其他類似之電子傳送方式（包括以通訊軟體，例如MSN、Skype）進行傳送；立約人不宜將相同之密碼用作使用其他服務（包括參加網路會員之登錄密碼或於其他網站使用）。
 6. 立約人請不要在使用網路銀行服務時離開電腦。
 7. 立約人於完成操作後，請立即登出網路銀行服務。
 8. 立約人於接獲網路銀行交易結果通知後，請儘速檢核是否正確。立約人一經發覺或懷疑網路銀行帳戶、密碼未經授權而被他人使用時，請立即以電話或其他約定之方式通知貴行。
 9. 立約人瞭解如未履行以上任何一項預防措施，可能會造成安全缺口而導致損失。
- ※立約人已閱悉上述之「使用網路銀行注意事項」，並於每次使用網路銀行時恪遵前揭事項。

一、銀行資訊

- (一) 銀行名稱：華南商業銀行
- (二) 申訴專線：0800-231710、0800-231719
- (三) 客服電話：(02)2181-0101
- (四) 官網網址：<http://www.hncb.com.tw>
- (五) 總行地址：臺北市松仁路123號
- (六) 傳真號碼：(02)2542-9933
- (七) 銀行電子信箱：<http://www.hncb.com.tw/others/contact.shtml>

二、本約定事項之適用範圍

本約定事項係網路銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依約定。

個別契約不得抵觸本約定事項。但個別契約對立約人之保護更有利者，從其約定。

本約定事項條款如有疑義時，應為有利於立約人之解釋。

三、名詞定義

- (一) 「網路銀行業務」：指立約人端電腦或行動裝置經由網路與貴行電腦連線，無須親赴貴行櫃台，即可直接取得貴行所提供之各項金融服務。
- (二) 「電子文件」：指貴行或立約人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。
- (三) 「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。
- (四) 「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。
- (五) 「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。
- (六) 「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。
- (七) 「SSL (Secure Socket Layer) 安全機制」：指資料係以 SSL 通訊協定在網際網路上傳輸，確保訊息之隱密性及訊息之完整性。
有關 SSL 之交易機制，以主管機關所訂之規範為依據。
- (八) 「動態密碼」(One Time Password, OTP)：係指 1 次有效式的密碼。
藉由運用動態密碼產生器 (OTP Reader)，結合具備動態密碼功能之金融卡 (例：一般金融卡、金融信用卡... 等)，經持卡人輸入「晶片密碼」檢核通過後，可產生每次都不一樣之八位數交易驗證碼，且限定 1 次有效，供立約人做交易時使用之密碼。
- (九) 「金融卡主帳戶」：立約人於申請「動態密碼(OTP)」機制時，應同時與貴行約定其持有之金融卡主帳戶，俾利貴行於立約人使用「動態密碼(OTP)」機制時，得驗證立約人之識別資料，經驗證無誤後，始可就網路銀行所約定之轉出帳戶進行金融交易。

四、網頁之確認

立約人使用網路銀行前，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，請電客服電話詢問。

貴行應以一般民眾得認知之方式，告知立約人網路銀行應用環境之風險。

貴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，以避免立約人之權益受損。

五、服務項目

貴行於網路銀行網站呈現本約定事項載明提供之服務項目，應確保該訊息之正確性，其對立約人所負之義務不得低於網站之內容。

六、連線所使用之網路

貴行及立約人同意使用網路進行電子文件傳送及接收。

貴行及立約人應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

七、電子文件之接收與回應

貴行接收含數位簽章或經貴行及立約人同意用以辨識身分之電子文件後，除查詢之事項外，貴行應提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以雙方約定之方式通知立約人。

貴行或立約人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。但貴行可確定立約人身分時，應立即將內容無法辨識之事實，以雙方約定之方式通知立約人。

立約人所發送之電子文件，若為非發送日所需立即處理之電子文件，立約人同意以發送時與貴行所約定之情況為準。

八、電子文件之不執行

如有下列情形之一，貴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) 貴行依據電子文件處理，將違反相關法令之規定者。

(三) 貴行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以雙方約定之方式通知立約人，立約人受通知後得以雙方約定方式向貴行確認。

九、電子文件交換作業時限

電子文件係由貴行電腦自動處理，立約人發出電子文件，經立約人依第7條第1項貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定之期限內，得撤回、修改。若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行營業時間時，貴行應即以電子文件通知立約人，該筆交易將改於次一營業日處理或依其他約定方式處理。

十、費用

立約人自使用本項服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自立約人之帳戶內自動扣繳；如未記載者，貴行不得收取。

前項收費標準於訂約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並以雙方約定之方式使立約人得知（以下稱通知）調整之內容。

第二項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用網路銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行契約相關服務。

前項貴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。

十一、立約人軟硬體安裝與風險

立約人申請使用本項服務，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。

第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意立約人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。貴行並應於網站及所提供軟硬體之包裝上載明進行本項服務之最低軟硬體需求，且負擔所提供軟硬體之風險。

立約人於契約終止時，如貴行要求返還前項之相關設備，應以契約特別約定者為限。

十二、立約人連線與責任

貴行與立約人有特別約定者，必須為必要之測試後，始得連線。

立約人對貴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。

立約人輸入網路銀行簽入密碼、轉帳密碼連續錯誤達3次或動態密碼連續錯誤達5次時，貴行電腦即自動停止立約人使用本項服務。立約人如擬恢復使用，應辦理「重新申請密碼通知書」或「解除密碼鎖定」手續。立約人於動態密碼產生器或晶片卡讀卡機輸入晶片密碼，連續錯誤達3次致晶片密碼被鎖住時，應辦理金融卡之「解除鎖碼」手續。

十三、交易核對

貴行於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知立約人，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起45日內，以雙方約定之方式通知貴行查明。

貴行應於每月對立約人以雙方約定方式寄送上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起45日內，以雙方約定之方式通知貴行查明。

貴行對於立約人之通知，應即進行調查，並於通知到達貴行之日起30日內將調查之情形或結果以書面方式覆知立約人。

十四、電子文件錯誤之處理

立約人利用本項服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。

前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知立約人。

立約人利用本項服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬立約人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，一經立約人通知貴行，貴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。

十五、電子文件之合法授權與責任

貴行及立約人應確保所傳送至對方之電子文件均經合法授權。

貴行或立約人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，應立即以雙方約定方式通知他方停止使用該服務並採取防範之措施。

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

- (一) 貴行能證明立約人有故意或過失。
- (二) 貴行依雙方約定方式通知交易核對資料或帳單後超過 45 日。惟立約人有特殊事由（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 45 日，但貴行有故意或過失者，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貴行負擔。

十六、資訊系統安全

貴行及立約人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、毀損業務紀錄或立約人個人資料。

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

第三人入侵貴行資訊系統對立約人所造成之損害，由貴行負擔。

十七、保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本項服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本約定事項無關之目的，且於經立約人同意告知第三人時，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。

十八、損害賠償責任

貴行及立約人同意依本約定事項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。

十九、紀錄保存

貴行及立約人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。

貴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 5 年以上，但其他法令有較長規定者，依其規定。

二十、電子文件之效力

貴行及立約人同意以電子文件作為表示方法，依本約定事項交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

二十一、立約人終止契約

立約人得隨時終止本約定事項，但應親自、書面或雙方約定方式辦理。

二十二、貴行終止契約

貴行終止本約定事項時，須於終止日 30 日前以書面通知立約人。

立約人如有下列情事之一者，貴行得隨時以書面或雙方約定方式通知立約人終止本約定事項：

- (一) 立約人未經貴行同意，擅自將契約之權利或義務轉讓第三人者。
- (二) 立約人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) 立約人違反本約定事項第 15 條至第 17 條之規定者。
- (四) 立約人違反本約定事項之其他約定，經催告改善或限期請求履行未果者。

二十三、其他約定條款

- (一) 立約人於初次使用本項服務前，應將密碼通知書上所載網路銀行「簽入密碼」、「SSL 轉帳密碼」之初始值，於貴行網站上變更為新密碼，方可正式執行交易。
- (二) 立約人對更新後之網路銀行「簽入密碼」、「SSL 轉帳密碼」應負責保密，以確保存款安全。上開密碼有洩漏之虞時，立約人應隨時於貴行網站中更新密碼。
- (三) 立約人以電子憑證方式使用本項服務時，同意遵守貴行指定之憑證中心(Certificate Authority, CA)所制定之規範。
- (四) 立約人由憑證中心下載之電子憑證資料及所設定之「電子憑證轉帳密碼」需盡妥善保管之責，上開密碼有洩漏之虞時，立約人應隨時更新密碼。
- (五) 立約人同意遵守憑證中心有關憑證作業的相關規定，如：每次憑證申請或更新之有效年限與費用多寡，憑證中心收取之憑證申請或更新費用，由立約人自行負擔。
- (六) 本項服務查詢所得之利率、匯率、基金淨值、黃金牌價等，僅為參考值，實際價格應以成交時之貴行牌告或議定價格為準。

- (七) 立約人使用網路轉帳，每次應支付手續費為：自行交易免收手續費。跨行交易金額 200 萬元以下者，交易手續費 15 元；超過 200 萬元時，每超過 100 萬元加收 10 元，未滿 100 萬元者，以 100 萬元計算亦加收 10 元。
- (八) 立約人於國內營業單位全部存款帳戶與存戶於境外營業單位（OBU 及海外分行）全部存款帳戶之每日累計最高轉出金額，係分別計算。
- (九) 立約人同意關於網路轉帳累計金額嗣後如有需要，貴行得隨時調整，但應於調整前以顯著方式，於網站公開揭示。
- (十) 立約人利用網路轉帳，貴行不須負責確認約定之帳戶與戶名是否正確、相符。立約人因約定帳戶錯誤或因操作錯誤，致款項入錯帳戶等所發生損失，均由立約人自行負責，與貴行無涉。
- (十一) 立約人利用網路轉帳時，轉出帳戶應事先約定，立約人得透過貴行網路銀行傳送以其他銀行帳戶為轉出帳戶之付款指示訊息，惟該付款指示執行與否，悉依付款行規定辦理。
- (十二) 營業時間內之網路轉帳，屬於當日帳務，轉入之金額立約人當日即可提用，營業時間外之網路轉帳，屬於次營業日帳務，轉入之金額，當日仍可於自動化機器上提用。
- (十三) 立約人得辦理自預約次日起 1 年內之預約交易。預約生效日如非貴行營業日者，且以其他銀行帳戶為轉入帳戶者，則順延至次一營業日生效。
- (十四) 立約人同意於預約生效日之前一營業日，於約定轉出帳戶中存足金額，俾便完成預約交易。
- (十五) 立約人預約後交易當日，遇存款不足或遭圈存、扣押時，預約交易即自動取消，貴行無庸另行通知。
- (十六) 立約人取消預約交易，最遲應於指定交易日前一日 24 點前取消。
- (十七) 立約人辦理結清、存款移管、終止網路銀行轉帳服務或取消約定第三人轉入帳戶時，則同時自動取消原預約交易。
- (十八) 立約人執行網路預約交易後，如嗣後再行變更「簽入密碼」或/及轉帳密碼者，均不影響變更前以舊密碼所為預約交易之效力。
- (十九) 立約人同意貴行對同一支票存款帳戶之處理，係以交換票據之扣帳優先於預約轉帳之扣帳。
- (二十) 立約人於利用網路銀行辦理支票存款帳戶餘額轉出，致餘額不足支付票款時，願立即補足款項，否則立約人因存款不足而退票所生之糾葛或損失，均由立約人負責。
- (二十一) 立約人利用網路銀行辦理轉入支票存款帳戶時，須於營業時間前完成轉帳手續，如有延誤導致退票時，由立約人自行負責。
- (二十二) 立約人利用網路轉帳將綜合存款項下活期性存款轉存定期性存款，其交易最低額為 1 萬元，並限於營業時間內完成，定（儲）存之利率按轉帳當日貴行存款牌告利率計息，並以網路轉帳當日為起息日。
- (二十三) 立約人利用網路辦理本人存單存款之自動轉期申請，其與填具申請書並簽蓋原留印鑑具同等效力。有關自動轉期之次數、轉存利率及逾期續存等悉依貴行規定辦理。
- (二十四) 立約人辦理綜合存款項下活期性存款轉存定期性存款、以立約人名義買賣黃金、購買或轉換基金、繳納立約人貴行信用卡帳款等款項時，視為已約定轉入帳戶。
- (二十五) 立約人利用網路銀行(含行動銀行)之轉帳交易限額：轉入「已約定」帳號，SSL 機制、OTP 機制、裝置綁定預設共用每日累計最高金額為新臺幣 300 萬元(DBU 個人戶轉入本人設於本行之 DBU 帳戶時不限金額)；轉入「非約定」帳號，OTP 機制、裝置綁定預設每筆最高金額為新臺幣 5 萬元，共用每日累計最高金額為新臺幣 10 萬元，共用每月累計最高金額為新臺幣 20 萬元。

二四、外匯業務附加條款

- (一) 外匯匯兌業務（含外匯存款、匯出匯款、匯入匯款）【註：本項約定僅適用於國內營業單位之存戶】
 - 1、立約人辦理結購、結售及以外幣匯出之金額折合新臺幣，其逐筆或每日累計之上限悉依中央銀行規定辦理。
 - 2、個人戶申辦本項服務時，限在我國境內居住領有國民身分證、臺灣地區居留證或外僑居留證（有效期限 1 年以上）之個人，始得申辦，惟未成年個人申辦者，其於貴行每日結購或結售外匯(包含臨櫃交易、網路銀行及其他電子化服務等)累計結匯金額應低於新臺幣 50 萬元。
 - 3、立約人利用網路辦理新臺幣結匯申報時，應審慎據實申報，如有申報不實者，依據管理外匯條例第 20 條第 1 項規定，將受新臺幣 3 萬元以上 60 萬元以下罰鍰；且日後辦理新臺幣結匯申報時，應至貴行櫃檯辦理。
- (I) 外匯存款業務
 - 1、立約人以存款轉帳方式辦理結購、結售時，轉出帳號與轉入帳號應均為立約人本人之帳戶。
 - 2、結購、結售外匯金額達中央銀行規定應填寫申報書者，須向貴行申請電子憑證（PKI）後始得辦理。
 - 3、外匯活存轉存外匯活/定期存摺存款之定存，辦理預約交易時，利率適用指定交易日轉換當時貴行牌告利率，採固定利率單利計息。
 - 4、凡立約人辦理結購、結售及不同幣別轉帳，其每筆交易金額未達等值美金 100 元時，每日結購、結售及不同幣別轉帳累計次數合計以 10 次為限；未達等值美金 10 元時，每月結購、結售及不同幣別轉帳累計次數合計以 5 次為限。
- (II) 匯出匯款、匯入匯款業務
 - 1、立約人應將已約定匯入帳戶（限本人帳戶）事前通知匯款人，俾匯款人以該帳號為 SWIFT（環球銀行財務電信系統）匯款電文之入戶帳號，並俟貴行收到該等電文後，立約人始得自網路銀行

收到匯入匯款通知。

- 2、立約人同意由網路上辦理匯入匯款解款交易時，應俟該筆匯入匯款屆生效日，並扣除相關費用後，始得依匯入匯款電文指示轉入立約人本人之帳戶。
 - 3、立約人同意於匯入匯款之匯款人資訊不足時，貴行得限制立約人不得以網路辦理該筆匯款之解款，俟匯款行提供完整之匯款人資料予貴行後，立約人始得至貴行往來營業單位辦理臨櫃解款。
 - 4、立約人於網路上收到匯入匯款通知後，若因故未於網路解款而改向貴行往來營業單位辦理臨櫃解款時，該臨櫃解款與網路解款具有同一效力，立約人並喪失該筆匯入匯款於網路解款之權利。
 - 5、匯入匯款通知不論係以網路解款或臨櫃解款，如貴行未獲匯款行補償或有糾葛，立約人同意於接到貴行通知後，立即退還全部或超收之款項。
- (一之一)如立約人匯入或匯出交易可能導致貴行或其境外營業單位、中間銀行或通匯銀行違反其所在地制裁相關規定、監管機關或司法機關之命令、或貴行有關制裁之相關內部政策時，貴行得採取以下措施：
- 1、拒絕業務往來及/或逕行關戶，及/或採行本約定書通則第 22 條一切必要之措施；及/或
 - 2、暫時停止交易、暫時停止或終止本約定書全部或一部之服務項目、逕行調整帳目及/或採行本約定書通則第 22 條一切必要之措施。
- 立約人同意，貴行依本條約定所採取之行為，毋須對立約人及/或關係人負任何損害賠償責任（包括但不限於直接或間接損失或損害、收益或利息）。
- (二) 進口業務
- 1、立約人申請辦理本項服務者，限為貴行之進口授信戶。
 - 2、立約人同意得經由其他聯行，辦理開發信用狀及通知事宜。
 - 3、立約人除應遵守本約定事項外，並願遵守向貴行所出具相關授信契據之約定。
 - 4、立約人願遵守國際商會現行適用之信用狀統一慣例與實務〈含電子信用狀統一慣例《eUCP》〉
- (三) 有關外匯匯率之折算
- 1、交易匯率：立約人同意於執行各項網路外匯業務交易時，有關匯率之適用，除另有議定外，依貴行營業時間中受理當時貴行之牌告即期匯率或貴行指定之匯率為折算之基準。
 - 2、外匯預約交易匯率：以指定交易日貴行第一次牌告即期匯率或貴行指定之匯率為折算基準，如指定交易日非貴行營業日者，則順延至次一營業日生效。
 - 3、外幣轉出金額限制之換算匯率：於外幣帳戶轉入另一外幣帳戶時，為計算該交易每日累計最高轉出金額有無超過本約定事項及或中央銀行所規定之限額，其換算等值新臺幣之匯率基準為：營業時間中申請者，以交易當時貴行牌告買入匯率為準；營業時間外申請者（屬次營業日帳，於次營業日生效），以生效日之前一營業日貴行最後一次牌告買入匯率為計算基準。
 - 4、如遇外匯市場波動劇烈時，貴行得視實際情況需要，暫停不同幣別或不同海外分行之網路外匯帳務交易類服務。
- (四) 立約人與貴行議定匯率後，如未依約完成交易或要求取消交易，致貴行受有損失時，貴行得向立約人請求賠償。

二五、華銀支付服務約定事項

- (一) 立約人同意開通「華銀支付」服務（下稱華銀支付）。
- (二) 如使用華銀支付申請財政部雲端(電子)發票手機條碼載具，立約人瞭解以下資訊：
 - 1、貴行名稱：華南商業銀行。
 - 2、蒐集立約人個人資料之目的：將本人申請資料傳送至財政部電子發票整合服務平台申請手機條碼載具。
 - 3、個人資料之類別：手機號碼、電子郵件信箱。
 - 4、個人資料利用之期間、地區、對象及方式：(1)期間：從使用申請手機條碼功能至傳送到達財政部 電子發票整合服務平台時止。(2)地區：立約人所在地。(3)對象：財政部電子發票整合服務平台。(4)方式：由財政部電子發票整合服務平台回傳一組手機條碼載具序號。
 - 5、立約人瞭解個人資料保護法第三條規定得行使之權利及方式，得向貴行客服(02-21810101) 詢問或於貴行網站 (<http://www.hncb.com.tw>)查詢。
 - 6、立約人得自由選擇是否提供個人資料，惟不同意提供個人資料時，將無法使用申請手機條碼功能。
- (三) 同意將網路銀行約定轉出帳號設定為華銀支付之支付帳號，同時開通該帳號之「消費扣款」功能。
- (四) 立約人同意貴行得以電子方式(如推播或電子郵件)通知交易結果。
- (五) 立約人同意必須對網路銀行/行動銀行登錄之相關資料及密碼負保密義務，並不將密碼告知任何人。如發覺或懷疑網路銀行/行動銀行密碼、帳戶未經授權而被他人使用時，立約人應立即以電話或於營業時間內或其他約定之方式親自向貴行辦理帳戶掛失止付，未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。
- (六) 同意華銀支付約定條款有異動時，貴行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，得終止本服務。
- (七) 同意應由立約人致電貴行客戶服務中心終止使用本服務。
- (八) 立約人聲明以下事項，若有不實或致貴行受損時，立約人願負一切責任：
 - 1、立約人留存於貴行之個人基本資料屬實，且願配合貴行因各相關業務需要，核對立約人本人身分、

說明交易性質與目的或資金來源等。

- 2、倘未配合前揭事項或經貴行研判有疑似不當使用之情事時，立約人願負法律責任，並同意貴行得逕行終止立約人使用本服務，或將帳戶辦理暫停、結清作業。
- 3、立約人了解，本服務貴行僅提供支付交易平台，以利立約人進行一般消費及繳費繳稅等交易，與現金或轉帳交易並無不同，如與收款方發生交易糾紛，皆應向收款方尋求解決，不得向貴行請求返還帳款。

(九) 交易限額及手續費：

- 1、交易限額：(1)一般消費：①每筆不超過新臺幣 5 萬元，每天累積不超過新臺幣 10 萬元，每月累積不超過新臺幣 20 萬元。②前揭消費金額與同日網路銀行非約定轉帳交易金額合計，每日不超過新臺幣 10 萬元。(2)繳費繳稅：繳費每次最高限額為新臺幣 200 萬元及每日最高交易限額與網路銀行已約定轉帳交易限額併計；繳稅每次及每日最高交易限額以帳戶餘額為限。
- 2、交易手續費：(1)一般消費：免交易手續費。(2)繳費繳稅：依「全國性繳費(稅)業務」規定，付款方應付手續費依繳款對象、類別、項目不同而異。

二六 約定事項修訂

本約定事項如有修改或增刪時，貴行以書面或雙方約定方式通知立約人後，立約人於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知立約人，並於該書面或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前項得異議時間內通知貴行終止契約：

(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，貴行或立約人通知他方之方式。

(二) 其他經主管機關規定之事項。

二七 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。

(伍) 代繳費用服務約定事項：

- 一、立約人得向貴行申請委託代繳費用，填具有關之申請書並簽蓋原留印鑑，授權貴行按期自本存款中轉帳繳付代繳費用及手續費用。立約人向貴行申請委託代繳費用，在未洽妥收費單位同意及貴行辦妥相關手續前，各月份之費用仍由立約人自行繳納。
- 二、本存款足數代繳各收費單位當月份應繳費用時，本行始有代繳之義務，不敷繳付時，如遭罰款、停用等情事，概由立約人自行負責。
- 三、立約人同意貴行對同一天同一帳戶之扣帳處理，係以交換票據之扣帳為先，證券交割扣帳次之，代繳費用扣帳為末；如同一天同一帳戶有數筆代繳費用須扣帳時，貴行有權自行決定扣帳之先後順序。
- 四、立約人如擬變更委託內容或終止委託時，除填具有關申請書外，需俟貴行與收費單位辦妥有關手續後始生效力。
- 五、立約人在未終止委託前自行結清本存款時，即視為自動終止代繳之約定。
- 六、立約人如對於收費帳單及其他計算退補費等情事有疑義時，由立約人自行洽收費單位辦理。

(陸) 綜合對帳單服務約定事項：

- 一、綜合對帳單係指貴行依法令規範提供立約人與貴行往來之帳務資訊，包括但不限於臺/外幣存款帳戶及理財商品資訊等，並提供貸款自動扣帳明細。綜合對帳單以郵寄方式寄送至立約人原留之通訊地址者稱為實體綜合對帳單，如以其他非郵寄方式(例如：以 email 寄送至申請人留存之電子郵件信箱地址)寄送者稱為電子綜合對帳單。
- 二、立約人同意貴行於處理交易帳款收付業務、電腦處理業務或其他與本約定事項有關之附屬業務，依法令規定得委託適當之第三人(機構)合作辦理。
- 三、立約人選擇以電子郵件收取電子綜合對帳單者，立約人同意貴行無需再行提供實體綜合對帳單寄發服務且同意先行確認留存於貴行之個人電子郵件信箱地址之正確性，並於變更時立即通知貴行。如因立約人留存之電子郵件信箱地址錯誤或怠於通知貴行電子郵件地址變更所衍生之損害，由立約人自行負責，概與貴行無涉。
立約人於收受貴行寄送之綜合對帳單後，應及時予以核對，如有不符時，應儘速於各項業務約定之期限內通知貴行，逾越前揭期限者，推定為核對無誤。
- 四、因不可抗力之事由致貴行延遲或無法提供綜合對帳單服務時，貴行仍應於該不可抗力事由終了後另行寄送之。

(柒) 裝置綁定服務約定事項：

- 一、「裝置綁定」：係指立約人透過綁定之行動裝置(如智慧型手機、平板電腦...等)進行交易確認或身分認證之安控機制。
- 二、立約人應確認綁定之行動裝置僅由立約人本人使用，請勿於破解系統權限(包含但不限於 jailbreak/root)之行動裝置上使用本服務。
- 三、立約人對裝置綁定之「綁定設備密碼」應負責保密，以確保綁定裝置之安全性。
- 四、立約人於完成裝置綁定後，經綁定裝置確認之交易，不論是否獲得立約人授權，貴行均得認定係立約人本人所為之有效指示，立約人均予承認，絕無異議。

(捌) 手機門號轉帳服務約定事項：

一、一般事項

- (一) 立約人已明確瞭解本服務限以留存於貴行之立約人手機門號綁定一個貴行帳戶，作為轉帳交易之「預設收款帳戶」，惟該手機號碼仍可於其他金融機構綁定為收款帳號。
- (二) 倘若同一手機門號至其他金融機構進行註冊綁定存款帳戶，並作為「預設收款帳戶」，則立約人於貴行就本服務於財金資訊股份有限公司「門號轉帳平台」所註冊之預設收款帳戶資料將自動取消。如未設定為「預設收款帳戶」，付款人亦可透過「貴行金融機構代號(008)+手機門號」轉入此帳戶。
- (三) 立約人同意因非可歸責於貴行之事由致立約人使用或無法使用本服務全部或一部所造成之直接或間接之損害，貴行不負任何損害賠償責任。
- (四) 立約人提供貴行之手機門號(即前已留存於貴行之「簡訊驗證門號」)係立約人所使用，如有發生變更、停用或註銷，立約人應即至貴行營業單位臨櫃或經由貴行個人網路銀行、個人行動銀行或其他數位通路辦理變更，若有任何錯誤、遺漏或不完整，導致無法使用本服務或交易錯誤所生之任何損失，貴行不負賠償責任。
- (五) 立約人同意妥善保管晶片(一般)金融卡、網路銀行密碼等帳戶相關文件或資訊，如有遺失、滅失、被竊或其他情事而脫離占有時，立約人應以電話或以網路或於營業時間內親赴貴行任一營業單位辦理掛失止付，未辦理掛失手續前而遭冒用，並經貴行付款者，視為對立約人已為給付。
- (六) 立約人同意貴行得以電子郵件或其他電子方式通知個人網路銀行、個人行動銀行或其他數位通路之交易結果。

二、申請及異動程序：

立約人已明確瞭解本服務以下申請及異動程序相關事項：

- (一) 本服務僅可依立約人留存於貴行之手機門號(或貴行所稱「簡訊驗證門號」)綁定一個立約人於貴行開立的新臺幣存款帳戶作為收款帳戶，惟該手機門號仍得綁定其他金融機構之存款帳戶。「簡訊驗證門號」得立約人臨櫃申請變更或於貴行網頁(【路徑：官網→數位金融服務→線上申請專區(數位銀行 Bank3.0)→其他申請及查詢類→變更簡訊驗證門號】以晶片金融卡申請變更)。
- (二) 立約人得利用本服務，將綁定之存款帳戶設定為「預設收款帳戶」，未來付款方轉帳時，無須輸入貴行金融機構代號(008)即可使用本服務；若未設定為「預設收款帳戶」，付款方轉帳時應輸入「貴行金融機構代號(008)+手機門號」。
- (三) 手機門號綁定帳戶過程中，貴行將發送簡訊驗證碼予立約人以進行身分認證程序。立約人瞭解該簡訊驗證碼不可提供他人使用，若衍生綁定爭議，概由立約人負責，貴行不負任何損害賠償責任。
- (四) 於綁定完成後，立約人瞭解以下異動情形將導致原帳戶之綁定失效，若仍欲綁定原帳戶，則須重新執行綁定及身分認證作業：
 - 1、臨櫃或於線上申請專區(數位銀行 Bank3.0)修改立約人留存於貴行之「簡訊驗證門號」。
 - 2、於臨櫃、個人網路銀行、個人行動銀行或其他數位通路綁定貴行其他立約人帳戶。
 - 3、於臨櫃、個人網路銀行、個人行動銀行或其他數位通路取消本服務。
- (五) 前揭申請及異動程序，貴行將依立約人留存於貴行之資料發送簡訊或 e-mail 通知或以雙方約定之方式通知立約人。

三、使用方式：

綁定完成後，立約人瞭解手機門號轉帳方式為：

- (一) 轉帳至他人帳戶：登入貴行個人網路銀行、個人行動銀行或其他數位通路→轉帳服務→於「收款帳號」之「手機門號」欄位中輸入收款人手機門號或金融機構代號+手機門號。該收款人手機門號須屬已完成綁定帳戶作業。
- (二) 他行客戶轉帳至立約人帳戶：已參加財金資訊股份有限公司「門號轉帳平台」之其他金融機構，得提供其客戶於該金融機構之交易平台，以輸入手機門號或金融機構代號+手機門號方式跨行轉帳至立約人帳戶。

四、交易限額：

本服務適用新臺幣非約定轉帳限額(包含個人網路銀行、個人行動銀行及其他數位通路之交易)。

(玖) 「nPoint」集點會員服務約定事項：

- 一、立約人同意啟用「nPoint」集點會員服務。
- 二、「nPoint」自立約人啟用集點服務時開始累積，立約人同意不申請追溯或補發點數。
- 三、有關「nPoint」集點活動及使用方式等，詳見華南銀行官網(<https://www.hncb.com.tw>)公告之『華南銀行「nPoint」集點回饋活動辦法』，立約人並同意貴行保留隨時更換或終止活動之權利。
- 四、立約人若以不當手段、投機或作弊行為，獲取、兌換「nPoint」，或有經貴行終止本服務之情形，貴行有權撤銷立約人會員資格，並保留法律追訴權。立約人若申請終止會員或經貴行撤銷會員資格者，已累積之「nPoint」亦同時失效。

(拾) 快速登入服務條款：

- 一、每台裝置僅接受一位客戶進行設定，且每位客戶僅接受綁定一台裝置。
- 二、透過「快速登入」，登入錯誤次數累計5次，系統將自動終止快速登入功能，應以「一般登入」方式登入，如需繼續使用本服務，應重新完成「快速登入」設定。
- 三、「快速登入」後，使用範圍包含所有「一般登入」之交易功能。

- 四、立約人應妥善保管裝置，並勿將「圖形密碼」使他人知悉，亦勿將裝置「指紋辨識」或「臉部辨識」功能設定他人之指紋或臉部。凡依立約人設定之「圖形密碼」、「指紋辨識」或「臉部辨識」進行登入或交易，均視同立約人本人親為。
- 五、如欲取消「快速登入」服務，或不再使用所約定之裝置，應至服務選單，點選「取消快速登入」或關閉「啟用快速登入」，即可取消本服務。

柒、網路投保約定事項

一、網路保險服務契約書

(一) 契約之適用範圍

當事人間依電子簽章法及相關法令之規定從事保險電子交易者，適用本契約之約定。但個別網路保險服務契約對立約人更有利者，從其約定。

(二) 名詞定義

- 1、「保險電子交易」：指立約人經由網際網路與貴行資訊電腦連線，且利用電子簽章或其他足資辨識立約人身份之方式，直接取得貴行所提供之各項保險服務。
- 2、「電子訊息」：指貴行或立約人經由網際網路連線傳遞之訊息。
- 3、「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。
- 4、「私密金鑰」：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
- 5、「公開金鑰」：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
- 6、「加密」：指利用數學演算法或其他方法，將電子文件以亂碼方式處理。
- 7、「電子簽章」：指依附於電子文件並與其相關連，用以辨識及確認電子文件簽署人身份、資格及電子文件真偽造者。
- 8、「憑證」：指載有簽章驗證資料，用以確認簽署人身份、資格之電子形式證明。
- 9、「資訊系統」：指產生、送出、收受、儲存或其他處理電子形式訊息資料之系統。
- 10、「網路投保服務」：本行係透過保險代理合約與各保險公司進行合作，依據「保險業辦理電子商務應注意事項」等相關規範，提供網路投保服務。
- 11、「網路投保會員」：指透過貴行個人網路銀行，完成會員註冊取得本行網路投保會員資格，選擇本行代理合作之保險公司商品，而與保險公司締結保險契約之立約人。
- 12、「帳號密碼」：網路投保會員於貴行網路投保時，所使用之個人網路銀行帳號、代號、密碼、憑證等。

(三) 連線所使用網路

貴行及立約人應各自與網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

(四) 網頁之確認

立約人與貴行交易前，應先確認貴行正確之網址。貴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，以避免立約人之權益受損。

(五) 電子資訊之接收與回應

貴行接收含數位簽章或經貴行及立約人同意用以辨識身份之電子訊息後，應立即以下列方式之一要求立約人再確認：

- 1、以資訊系統自動回覆通知立約人。
- 2、以資訊系統再次確認裝置提示立約人。

經立約人依前項規定再確認者，該項電子訊息視為已經貴行受理。

貴行受理立約人之電子訊息後，應即時進行檢核或處理，並於三個營業日內將結果通知立約人。

貴行應將網路投保交易成功訊息(內容包含保單號碼或交易序號、保險單生效時間、保險金額等重要資訊)傳送予網路投保會員。並由代理合作保險公司同意承保後，由貴行或該保險公司傳送訊息予網路投保會員，保險契約即為成立。貴行或立約人接收來自對方任何電子訊息，若無法辨識其身份或內容時，視為傳送作業未完成。但貴行可確立立約人身份時，應立即將內容無法辨識之事實通知立約人。

(六) 電子訊息之不處理

有下列情形之一者，貴行得不處理任何接收之電子訊息：

- 1、貴行懷疑電子訊息之真實性或所指事項之正確性者。
- 2、貴行依據電子訊息處理，將違反相關法令或保險契約之規定者。

貴行不處理前項電子訊息者，應同時將不處理之具體理由及情形通知立約人。

(七) 立約人軟硬體安裝與風險

立約人申請使用本契約之服務項目，應自費安裝其所需之電腦軟體、硬體，以及其他與安全相關之設備。立約人於使用貴行所提供之軟硬體設備時，如因可歸責貴行之事由致受有損害，得向貴行請求賠償。

(八) 立約人之注意義務

立約人對使用者代號、密碼、憑證及相關文件，應妥善保管。

立約人輸入前項密碼連續錯誤達五次時，貴行資訊系統即自動停止立約人使用本契約之服務。

立約人如擬恢復使用，應另行向貴行提出申請。

(九) 交易核對

貴行於每筆交易指示處理完畢後，以電子訊息或雙方約定之方式通知立約人，立約人應核對其結果有無錯誤。如有不符，應於通知到達之日起四十五日內，通知貴行或該次投保之保險公司查明。

貴行對於立約人之通知，應即進行調查，並於通知到達本行之日起四十五日內，將調查之情形或結果覆知立約人。

(十) 電子訊息錯誤之處理

立約人使用本服務，如其電子訊息因不可歸責於立約人之事由而發生錯誤者，貴行應協助立約人更正，並提供其他必要之協助。

前項服務因可歸責於貴行之事由而發生錯誤者，貴行應於知悉時，立即更正，並同時以電子訊息或雙方約定之方式通知立約人。

(十一) 電子文件之合法授權與責任

雙方應確保所傳送至對方之電子訊息均經合法授權。

雙方於發現有第三人冒用或盜用使用者代號、密碼、憑證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暫停止本服務並採取防範之措施。

貴行接受通知前，已依前項服務之指示為給付者，得對抗立約人。

(十二) 資料安全

貴行對於所保有立約人及其利害關係人(包括但不限於被保險人及受益人)之個人資料檔案，應採取適當之安全措施，防止個人資料被竊取、竄改、毀損、滅失或洩漏。

貴行違反前項規定，致個人資料遭不法蒐集、處理、利用或其他侵害當事人權利者，應負損害賠償責任。但能證明其無故意或過失者，不在此限。

(十三) 資料保密義務

貴行因處理本契約即基於本契約所從事之保險電子交易，所取得之相關資料負有保密義務。除經當事人同意或符合個人資料保護法之相關法令規定外，貴行不得使用於與本契約無關之目的或對第三人揭露。

(十四) 損害賠償責任

因雙方之故意或過失，就本契約傳送或接收電子訊息，有遲延、遺漏或錯誤之情事；或就本契約所生義務之不履行或遲延履行，而致他方受有損害時，應負賠償責任。

(十五) 記錄保存

雙方應保存所有保險電子交易訊息(不含查詢類)紀錄，並應確保其真實性及完整性。

保存期限至少為保險契約有效期間屆滿或通知立約人不同意承保後五年。

(十六) 電子訊息之效力

雙方同意依本契約利用電子簽章或電子文件方式交換之電子訊息，其效力予書面簽署之或書面文件相同。

(十七) 立約人契約之終止

立約人得隨時以書面通知本行終止本契約。

貴行欲終止本契約時，須於終止日三十日前以書面通知立約人。

但立約人如有下列情事之一者，貴行得隨時以書面通知立約人終止本契約：

1、立約人未經貴行同意，擅自將本契約之權利或義務轉讓第三人。

2、立約人受法院破產或重整宣告。

3、立約人違反本契約第十一條第一項之規定。

4、立約人違反本契約之其他約定，經催告改善或限期請求履行未果。

(十八) 通知處所

立約人或貴行就本契約事項對他方為通知者，應向他方所留存本契約之最後住址或電子郵件信箱為之。

(十九) 法令適用

本契約準據法，依中華民國法律。

(二十) 管轄法院

因本契約涉訟者，雙方合意以立約人住所地之法院為第一管轄法院。立約人之住所在中華民國境外時，以台灣台北地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條及民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

(二十一) 契約修訂

本契約如有未盡事宜，得經貴行及立約人協議補充或修正之。但因主管機關訂定之「網路保險服務定型化契約範本」修訂時，貴行得以公告或各別通知方式修定本契約之條款。

二、網路投保業務聲明事項

立約人茲使用本服務進行網路投保，並透過個人網路銀行註冊成為網路保險服務會員。立約人使用本服務前，已詳閱且同意遵守前揭「網路保險服務契約書」、個人資料保護法告知事項及下列聲明事項：

(一) 商品之參考價格、種類及性質

貴行所代理網路投保商品，係依據代理合約與保險公司合作代理銷售，本服務所提供之商品簡介、保

費試算、保單條款等，係由貴行代理之合作保險公司提供，內容僅供參考，詳細保單內容以保單條款為準，立約人於投保前應詳細閱讀保單條款內容。

(二) 立約人應負擔之費用與金額

本服務均為免費無償提供，立約人除繳交保費外，無需向貴行繳交其他任何費用及違約金。立約人並同意本行得隨時增加、取消或修改本服務或本聲明事項內容之全部或一部。

(三) 會員帳號、密碼與安全

立約人使用本服務，應妥善保管其個人網路銀行使用者名稱及使用者密碼，並於每次使用後確實登出，以防止他人盜用。若發現或懷疑其個人網路銀行使用者名稱及使用者密碼遭他人盜用時，應該立即通知貴行採取必要處置。但該通知不得解釋為貴行對立約人負有任何賠償或補償之責任或義務。

(四) 使用者的守法義務及承諾

立約人承諾絕不為任何非法目的或以任何非法方式使用本服務，並承諾遵守本聲明事項、中華民國相關法規及一切使用網際網路之國際慣例。

立約人同意並保證不得利用本服務從事侵害他人權益或違法之行為，包括但不限於：

- 1、公布或傳送任何毀謗、侮辱、具威脅性、攻擊性、不雅、猥褻、不實、違反公共秩序或善良風俗或其他不法之文字、圖片或任何形式的檔案於貴行網頁上。
- 2、冒用他人名義使用本服務。
- 3、傳輸或散佈電腦病毒。
- 4、違反依法律或契約所應負之保密義務。
- 5、其他貴行有正當理由認為不適當之行為。

倘有違反本聲明事項或相關法令者，貴行將視情況追究其法律責任。

(五) 智慧財產權

貴行所使用之軟體、程式及網站上所有內容，包括但不限於著作、圖片、檔案、資訊、資料、網站架構、網路畫面的安排、網頁設計，均由貴行或其他權利人依法擁有其智慧財產權，包括但不限於商標權、專利權、著作權、營業秘密與專有技術等。任何人不得逕自使用、修改、重製、公開播送、改作、散佈、發行、公開發表或進行還原工程解編或反向組譯。如有違反，立約人應對貴行負損害賠償責任。

(六) 服務暫停或終止

有下列情事之一者，貴行得暫停或終止立約人使用本服務之全部或一部，對於立約人所致之損害，貴行不負任何賠償責任：

- 1、立約人有任何違反政府法令或本聲明事項者。
- 2、天災或其他不可抗力。
- 3、非貴行所得控制之事由，致使本服務資訊顯示不正確，遭偽造、竄改、刪除或擷取或致系統中斷或不能正常運作時。
- 4、其他不可歸責於貴行之事由。

(七) 會員身分終止

立約人得隨時以書面通知貴行終止其會員身分，惟有以下情事發生時，貴行得逕行終止其使用本服務或會員身分：

- 1、立約人違反本聲明事項或貴行網頁所提供相關注意事項。
- 2、立約人將本服務之權益讓與他人。

(八) 客戶服務及申訴處理

因貴行代理之保險商品或本服務發生紛爭之處理及申訴管道，可洽詢客戶服務專線：(02)2181-0101/申訴專線：0800-231710；0800-231719。

(九) 準據法及效力

本服務及本聲明事項準據法，依中華民國法律。

本聲明事項任一條款無效者，不影響其他條款之效力。

捌、美國海外帳戶稅收遵循法 (FATCA)暨中華民國金融機構執行共同申報及盡職審查作業辦法(CRS)遵循條款：

- 一、根據美國外國帳戶稅務遵循法(FATCA)及中華民國金融機構執行共同申報及盡職調查作業辦法(CRS)之規定，貴行應蒐集及申報有關帳戶持有人稅籍與特定相關資料。若立約人及其應提供之控制人具有非中華民國之稅籍，貴行在法律上有責任把聲明書內的資料及有關金融帳戶之其他金融資訊，申報予美國國稅局或中華民國稅務機關，除具有美國稅籍外，中華民國稅務機關會將該資訊交換予與本國簽訂跨國協定之其他稅籍國家。
- 二、立約人知悉聲明書所載的資料及任何應申報帳戶的資料會向中華民國稅務機關或美國國稅局申報，並聲明內容均屬真實、正確及完整。倘立約人任何情事變更使聲明書之內容已不正確，立約人應於變更日起30天內通知貴行，並承諾提供更新後的聲明書予貴行，立約人之稅籍出現變動外，聲明書屬永久有效。聲明書除 FATCA 之相關法令以外，應以中華民國之法令為準據法。
- 三、立約人於貴行開立帳戶並進行交易，為符合個人資料保護法下個人資料之合理使用，並配合貴行遵循 FATCA、駐美國台北經濟文化代表處與美國在台協會合作促進外國帳戶稅收遵循法執行協定(下稱「IGA 協議」)等相關規定，立約人確認已收受並充分瞭解貴行所提供之遵循 FATCA 蒐集、處理及利用個人資料

料告知事項（下簡稱「告知事項」）之全部內容，並同意貴行依據告知事項所載內容，對立約人相關個人資料為蒐集、處理及利用，及同意下列事項：

(一)如經貴行認為有必要時，立約人同意提供控制人之名單及其所出具之同意書予貴行，俾利貴行依 FATCA 及 IGA 協議辦理辨識及申報等相關事宜。

(二)立約人同意將留存於貴行之一切交易資訊，包括立約人之帳戶帳號及帳戶餘額、帳戶總收益金額、交易明細等，供貴行依 FATCA 及 IGA 協議辦理辨識及申報等相關事宜。

四、若立約人為未達法定年齡之未成年人，需由法定代理人完成此聲明書。

五、若立約人對聲明書內容或所屬稅籍定義具有疑問，請聯絡自身稅務顧問或參照當地稅務機關發布之相關資訊。

六、主要名詞解釋：

(一)本條款所稱立約人：指由管理金融帳戶之金融機構列為或辨識為持有該帳戶之人。金融機構以外之人，以代理人、保管人、被指定人、簽署人、投資顧問或中間人身分為他人利益持有金融帳戶者，該他人視為帳戶持有人。以一個家長與子女開立的帳戶為例，如帳戶以家長為子女的合法監護人名義開立，子女會被視為帳戶持有人。聯名帳戶內的每個持有人都被視為立約人。

(二)稅務識別碼(包括具有同等功能的辨識編號)：指外國基於執行稅法之目的，辨識個人或實體之編號或具相當功能之辨識碼。稅務識別碼是稅籍國家向個人或法人分配獨有的字母與數字組合，用於識別個人或法人的身分，以便實施該稅籍國家的稅務法律。有關可接受的稅務識別碼的更多詳細資訊刊載於經濟合作與發展組織的自動交換資料網站。某些稅籍國家不發出稅務識別碼。但是，這些稅籍國家通常使用具有等同辨識功能的其他完整號碼(「具有等同功能的辨識號碼」)。此類號碼的例子包括，就個人而言，社會安全號碼/保險號碼、公民/個人身份/服務代碼/號碼，以及居民登記號碼。

(三)控制人：指對實體具控制權之自然人，並按下列各款依序判定：

1、直接或間接持有實體之股份、資本或權益超過百分之二十五者。

2、透過其他方式對該實體行使控制權者。

3、該實體之高階管理人員。

(四)應申報國：指依據與我國商訂稅務用途資訊交換之條約或協定進行金融帳戶資訊自動交換，且經財政部公告之國家或地區。

(五)應申報帳戶：指由應申報國居住者或具控制權之人為應申報國居住者之消極非金融機構實體持有或共同持有。

(六)其餘用詞定義依照美國外國帳戶稅務遵循法(FATCA)及中華民國金融機構執行共同申報及盡職調查作業辦法(CRS)規定。

華南商業銀行履行個人資料保護法第 8 條第 1 項告知義務

- 一、由於個人資料之蒐集，涉及立約人的隱私權益，本行向立約人蒐集個人資料時，依據個人資料保護法(以下稱個資法)第 8 條第 1 項規定，應明確告知立約人下列事項：(一)非公務機關名稱(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 3 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。
- 二、關於本行蒐集立約人個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容如后：
 - (一)蒐集之目的：
 - 1、001 人身保險、022 外匯業務、036 存款與匯款業務、065 保險代理業務、067 轉帳卡或電子票證業務、082 借款戶與存款戶存借作業綜合管理、112 票據交換業務、181 其他經營合於營業登記項目或組織章程所定之業務(例如：數位金融業務、代理收付業務、財產保險共同行銷、其他共同行銷或合作推廣業務等)。
 - 2、共通性特定目的項目：040 行銷、059 金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用、060 金融爭議處理、063 非公務機關依法定義務所進行個人資料之蒐集處理及利用、069 契約、類似契約或其他法律關係管理之事務、090 消費者、客戶管理與服務、091 消費者保護、095 財稅行政、098 商業與技術資訊、104 帳務管理及債權交易業務、136 資(通)訊與資料庫管理、137 資通安全與管理、157 調查、統計與研究分析、182 其他諮詢與顧問服務。
 - 3、為辨識本行內所有帳戶持有者之身分，並於必要時申報具有美國帳戶之持有者資訊予美國國稅局及中華民國權責主管機關，經立約人提供之相關個人資料及留存於本行之一切交易資訊，包括但不限於姓名、出生地及出生日期、國籍、戶籍地址、住址及工作地址、電話號碼、美國稅務識別碼、帳戶帳號及帳戶餘額、帳戶總收益金額與交易明細等，將因本行遵循 FATCA 及 IGA 協議之需要，由本行蒐集、處理及利用。
 - (二)蒐集之方式：

本行取得立約人之個人資料，因服務之提供、或行銷活動之參與、或依相關法令，或自己已經公開之資訊、經政府機關揭露或第三人有權提供之合法資料中獲得。為遵循 FATCA 及 IGA 協議之必要年限內，本行所蒐集之立約人個人資料將由本行為保存及利用，並於特定目的之範圍內，以書面、電子文件、電磁紀錄、簡訊、電話、傳真、電子或人工檢索等方式為處理、利用與國際傳輸。
 - (三)蒐集之個人資料類別：

姓名、身分證統一編號、性別、出生年月日、通訊方式、網頁紀錄、行動裝置唯一識別碼、行動服務使用紀錄與其分析資料及其他線上活動資訊(包含 IP 位址、Cookie ID、系統/設備/裝置資訊)、要保書、保險契約、相關投保資料以及其後之契約變更及保單價值等資料，及其他詳如相關業務申請書或契約書之內容，並以本行與立約人往來之相關業務、帳戶或服務及自立約人或第三人處(例如：財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。
 - (四)個人資料利用之期間：

特定目的存續期間或依相關法令所定(例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以期限最長者為準)
 - (五)個人資料利用之地區：下揭「個人資料利用之對象」欄位所列之利用對象其國內及國外所在地。
 - (六)個人資料利用之對象：

本行及本行境外營業單位(含受本行委託處理事務之委外機構)、依法令規定利用之機構(例如：華南金融控股公司等)、其他業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、悠遊卡股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)、本行代理之保險公司、與本行合作推廣或有業務往來之機構、中華民國產物保險商業同業公會、中華民國人壽保險商業同業公會、財團法人保險事業發展中心、財團法人保險安定基金、財團法人住宅地震保險基金、財團法人汽車交通事故特別補償基金、財團法人保險犯罪防制中心、財團法人金融消費者評議中心、關貿網路股份有限公司、中央健康保險局、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、依國內外有權機關(包括但不限於金融監理機關、司法、稅務機關或其他政府機關、依法有權機關或金融監理機關、您所同意之對象(例如本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司等)。
 - (七)個人資料利用之方式：
 - 1、符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。
 - 2、為提供立約人更理想的個人化服務與體驗，就個人資料之蒐集、處理與利用的範圍，本行將分析與運用來自造訪本行網頁紀錄或已公開之社群媒體資訊或第三人處合法取得之資料(例如：通匯行、財團法人金融聯合徵信中心、財團法人聯合信用卡處理中心、台灣票據交換所、財金資訊股份有限公司、悠遊卡股份有限公司、信用保證機構、信用卡國際組織、收單機構暨特約商店等)，以利提升本行服務品質。
 - (八)涉及第三人資訊之資料提供：

立約人確認若立約人提供予本行之資訊含有第三人(包括但不限於：立約人或其關係人公司或機構

之董事、監察人、代表人、股東、經理人或受僱人)之個人資料時，立約人已皆向該相關第三人告知，且該等第三人亦已審閱並同意本告知書之內容。如經本行要求，立約人應針對前述情事提供本行相關證明。

三、依據個資法第 3 條規定，立約人就本行保有立約人之個人資料得行使下列權利：

- (一) 除有個資法第 10 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 14 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 19 條規定，立約人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、處理或利用立約人之個人資料，依個資法第 11 條第 4 項規定，立約人得向本行請求停止蒐集。
 - (四) 依個資法第 11 條第 2 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立約人之個人資料。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立約人書面同意者，不在此限。
 - (五) 依個資法第 11 條第 3 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、停止處理或利用立約人之個人資料。惟依該項但書規定，本行因執行業務所必須或經立約人書面同意者，不在此限。
- 四、立約人如欲行使上述個資法第 3 條規定之各項權利，有關如何行使之方式，得向本行客服(02-21810101) 詢問或於本行網站(網址：<http://www.hncb.com.tw>) 查詢。
- 五、立約人得自由選擇是否提供相關個人資料及類別，惟立約人所拒絕提供之個人資料及類別，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立約人相關服務或無法提供較佳之服務。此外，立約人若拒絕提供本行為遵循 FATCA 及 IGA 協議所需之個人資料、或嗣後撤回、撤銷同意，本行仍可能須將關於立約人之帳戶資訊申報予美國國稅局及中華民國權責主管機關。敬請見諒。

HUA NAN COMMERCIAL BANK

Account Opening Master Agreement

Version: D-560E-112-08

The person entering into this Account Opening Master Agreement (i.e., the depositor, hereinafter referred to as the "Client") hereby applies for opening the account for transactions with the Bank. To the extent applicable, the Client agrees to follow the below provisions:

I. General Provisions:

1. When the Client opens the deposit account (hereinafter referred to as the "Deposit") under this Account Opening Master Agreement (hereinafter referred to as the "Agreement"), he/she/it shall hold the ID card and the certificates recognized by the Bank in person, fill out and deliver the specimen card and deposit slip together with the fund to the Bank. Only individuals and non-profit seeking juristic persons can open demand savings deposit account.
2. **In principle the minimum amount for opening the demand deposit account and demand savings deposit account (excluding Bank personnel demand savings deposit account and public and educational servant savings deposit account) is NTD (same below) 5,000 and NTD 1,000 respectively. The interest rate for the deposit is based on the rate posted by the Bank from time to time. Where the balance of the demand deposit account and demand savings deposit account is less than NTD 10,000, the interests will not be accrued for that date. The unit to calculate interests is NTD 100. The interests are calculated by the daily deposit balance multiplying annual interest rate posted, divided by 365. The same applies to a leap year. The interests are settled on June 20 and December 20 each year. If it is settled before the scheduled settlement date, the interests will be calculated based on the actual number of days being deposited. Where there is any change to the above minimum amount for account opening and interests calculation or other conditions, the Bank shall handle by the agreed method under Article 19 of the General Provisions.**
3. **The Client agrees that service of the relevant documents shall be made to the communication address or email address specified under the specimen card of the deposit account most recently opened. If the address of the Client is changed, he/she/it shall notify the Bank in writing or by other agreed method and agrees that service shall be made based on the address after change. If the Client does not notify the address change in writing or by other agreed method, for the Bank service shall still be made to the communication address or email address specified under the aforementioned specimen card or the address the Bank being notified the latest. The notice or letter sent by the Bank to the Client shall be served to the address retained by the Bank the latest. The service shall be deemed completed after normal delivery period or if not returned by the server of the email address retained by the Bank.**
4. The Client shall withdraw based on the deposit book and withdrawal slip with the authorized specimen seal affixed or by other means agreed upon. **The Client may further apply for the service of universal withdrawal in all branches of the Bank and may choose whether to do so by using the universal withdrawal password.**

The Client shall fill out a deposit slip to make deposit. If deposit of cash and bills and notes are made at the same time, deposit slips shall be filled out respectively. The deposit of bills and notes is an engagement of the Bank as the recipient agent in nature which shall be approved by the Bank, and the Client shall make endorsement and fill out the deposit account number before making the deposit. Unless the Bank agrees to offset in advance, it can only be withdrawn and used after the Bank's receipt of deposit has been recorded into the account. In the event of any dishonor or controversy resulting in the failure of receiving the amount under the bills and notes, the Bank may solely correct the book records made previously. After being notified by the Bank after a reasonable operational period, the Client shall take the deposit book and the authorized specimen seal to take back the dishonored notes and bills with the Bank, and handle the deposit book correction procedures accordingly, provided that the Bank is not obligated to notify. The dishonored amount shall be pursued solely by the Client, and the Bank is not obligated to handle the preservation procedures for the rights under the bills and notes.

Where the notes and bills the Bank was engaged by the Client to receive on his/her/its behalf is stolen, lost or destroyed on the way of delivery, the Client agrees to authorize the Bank or the payment bank to handle declaration of loss and suspension of payment as well as application for public summons and a judgment of abridgment of rights.

5. The Client shall handle change of the specimen seal with the original account opening unit or other branches in this country (except for foreign exchange deposit with OBU). The Client shall safekeep the deposit book and the authorized specimen seal appropriately, and if it is lost, destroyed, stolen or not occupied by the Client due to other situations, the Client shall handle declaration of loss and suspension of payment by telephone, internet or in person during the business hours with the Bank. Where the deposit book or seal was fraudulently used by others before declaration of loss is completed and the Bank has made the payment, it shall be deemed that the Bank has paid to the Client.
6. The Client agrees that the Bank shall on behalf of the Client withhold and pay the interests, income tax and other expenses payable by the Client in accordance with laws. If any tax exemption applies to the Client, the Client shall further provide tax exemption certificates to be exempted.
7. Where the inward remittance or deposit was wrongfully remitted into the account of the Client, or excess amount is remitted in, or the inward remittance cannot be entered into the book of the Bank as instructed by the remittance bank due to account number, account name or amount wrongfully written down, operation mistake or malfunction of computer equipment, regardless of whether the funds of the remittance or deposit are used by the Client, the Bank may immediately call back and directly correct the wrongly remitted or deposited amount from the account of Client without notifying the Clients before the correction upon finding such mistake. In the event that a part of or all of the remittance or deposit is used by the Client, the Client shall immediately return such sum in full forthwith with the interest rate charged by the Bank.
8. The deposit book received and used by the Client has page numbers on each page and the Client shall not detach or write down or alter himself/herself/itself. Where the details of the deposit and withdrawal or balance on the deposit book or the balance inquired and received by the Client is inconsistent with the amount recorded in the account of the Bank, the latter shall prevail. However, if after checking the transaction records submitted by the Bank, the recordation by the Bank is indeed incorrect, which has been verified as true by the Bank, the Bank shall correct immediately.
9. Where three-hundred (300) transactions details or more of the deposit for the deposit book of an individual are not recorded on the deposit book, the Client agrees that the Bank may consolidate the information not recorded each month as one deposit transaction and one withdrawal transaction respectively and record on the deposit book; if the Client would like to inquire complete transaction details, the Client may contact any operational unit of the Bank to handle. The aforementioned basis of transaction numbers to trigger automatic consolidation may be adjusted any time by the Bank depending on business needs. The Bank shall publicly disclose in the business premises and on the website by conspicuous manners thirty (30) days prior to the adjustment.
10. Where the Client makes withdrawal in the branches other than the original account opening unit, the daily maximum amount is NTD 5 million; the account transfer amount does not have daily limit.
11. Except otherwise regulated by the laws and regulations, the Client may use chip ATM card or internet banking security mechanism (such as SSL, OTP, PKI or device bound, etc.) as verification mechanism upon application or change of service items, and the Bank may consider as effective instruction by the Client.
12. Unless otherwise agreed, the Deposit cannot be transferred or pledged. The Client agrees that if the Bank suspects that the Deposit was inappropriately used, the Bank may unilaterally suspend or terminate the use of ATM card, telephone voice or internet banking, electronic payment and other digital electronic financial services by the Client, and the ATM card may be retrieved and destroyed.

13. The fee standards of the Bank in respect of NTD and foreign currency saving services: (unit: NTD)

Service items		Fee standards	
Application for historical information on collection bills and notes		1. For each inquiry within ten (10) pages (inclusive): NTD 100 2. For each inquiry over 10 pages, additional NTD 5 would be charged for each additional page. ※Each account number would be deemed as one (1) inquiry.	
Inquiry of copies of vouchers/ transaction certificates		1. For the current year: NTD 100/ page 2. For non-current years: NTD 200/ page ※ For information which requires to be retrieved from a warehouse, additional NTD 300 would be charged per trip.	
Application for historical information on collection bills and notes	Statements of details (Each page is based upon the "A4" size)	Within the latest one (1) month: free; Not less than one (1) month and not reaching three (3) months: NTD 100 /page; Three (3) months or more: NTD 200 /page.	
	Media disk file	Within the latest one (1) month: free; Not less than one (1) month and not reaching three (3) months: NTD 100 /disk; Three (3) months or more: NTD 200 /disk.	
	Images of the bills and notes	Within the latest one (1) month: free; Not less than one (1) month and not reaching three (3) months: NTD 100 /page; Three (3) months or more: NTD 200 /page.	
Reception of blank bills and notes		1. NTD 10 / each 2. NTD 30 / each if remark as dishonored bills and notes, or often having insufficient deposit amount and requiring notification by phone to deposit the funds.	
Collection of bills and notes in remote areas		NTD 40 / each (cost)	
Collection of revoked bills and notes in remote areas		NTD 50/ each (cost)	
Issuance of the Bank's cheque		NTD 30 / each	
Application for certificates of balances/ saving amount		Within the latest one (1) month: NTD 50/copy; more than one (1) month: NTD 100/ copy (In the event of more than one (1) copies are applied for, NTD 20 would be charged for each additional copy).	
Declaration of loss of seal or change of seal		NTD 100 / each	
Reissuance of deposit books, certificates of deposit, and physical ATM cards		NTD 100 / each	
Unlock of physical ATM cards, unlock of mobile ATM cards or revocation and reapplication		NTD 50 / each	
Application for cashing the bills and notes after declaring account rejection and closure		NTD 200 / each	
Application for declaration of loss and suspension of payment of bills and notes		NTD 100 / each	
Application for being a checking account depositor /cancellation or revocation of payment order		NTD 150 / each	
Penalty for dishonored bills and notes due to insufficient savings		NTD 200 / each	
Remark as dishonored bills and notes		NTD 150 / each	
Inquiry of credit records for bills and notes		First type: NTD 100 /inquiry; Second type: NTD 200 / inquiry	
Pledge of certificate of time deposit to third parties		NTD 100 / each	
Handle the lodgment of securities under centralized custodian on behalf of the courts		NTD 1,000 / each	
Automatic devices (ATM card, Debit card, telephone voice, and internet banking)		Please refer to "VI. Special provisions of deposits" of the Account Opening Master Agreement for details	
Foreign exchange deposits	Deposits/ Withdrawal of foreign currencies in cash	Exchange rate difference	1. Deposit in foreign exchange savings account: It is calculated based on the difference between the exchange rate of foreign currency cash purchases and the spot purchase exchange rate posted by the Bank, multiplied by the deposit amount, and the minimum is NTD 100. 2. Withdrawal from the foreign exchange savings account: It is calculated based on the difference between the exchange rate of the foreign currency cash sold by the Bank and the spot sale exchange rate posted by the Bank, multiplied by the withdrawal amount.
		Fees for handling the recall	If the USD banknotes and coins (or other foreign currency) deposited are old version or old banknotes, for each US Dollar (or the equivalent other foreign currency) additional NTD 0.2 will be charged as the handling fee for old banknotes; if they are soiled or mutilated, additional NTD 20 will be charged as the soiled and mutilated fees.
	Fees for account transfer		In the event of outward remittance of foreign exchange deposit for intra-bank or inter-bank account transfer, where the account name of the depositor (remitter) is different from the account name of the recipient, then a transfer fee at 0.05%, in minimum of NTD 100 and maximum of NTD 800, will be imposed additionally.

The Client agrees that the Bank may directly withhold the processing fees arising from the Deposit. The Bank shall disclose its Fee Standards in a prominent manner on its business premises or website. The fee standards stipulated by the Bank may be amended at any time after the execution of this Agreement, but such amendments shall be publicly disclosed on the Bank's business premises or website in a prominent way prior to the amendment.

14. The Bank is not liable for any services and business provided by it due to the malfunction of telecommunication wires, the actions of any third parties or other errors or delays not attributable to the Bank.
15. The Client agrees that the Bank may, for the purpose of serving the clients, provide various types of goods and information services to the Client through mail, communication network or other methods.
16. If the Client fails to repay any liability owed to the Bank upon maturity (including those deemed to be due) in accordance with the Agreement, the Client agrees that the Bank may early repay all kinds of deposits of the Client with the Bank (except for check deposits) even though they are not yet mature, and the Bank may directly use the early repayment amounts to offset the Client's liabilities owed to the Bank.

The Bank's expression of intention to offset in the preceding paragraph shall be effective upon the time debiting to the account. At the same time, the certificate of deposit, deposit books or other certificates issued by the Bank to the Client will be void within the scope of the offset.

17. With respect to the deposits made by the Client, the Bank may first offset against the Bank's creditor rights in accordance with Article 16 of the General Provisions, and then proceed with other agreed automatic deductions.
18. A business day in this Agreement shall refer to banking business day; the business hours shall refer to Monday to Friday from 9 am to 3:30 pm, or other times as designated by the Bank.
19. In the event that the Client agrees to amend this Agreement, the Bank shall disclose such amendments in a prominent manner on its business premises or website. If the Client does not raise any objection to the amendments of this Agreement or is still using other services prior to the effective date of the alteration and that the Client is deemed to accept the amendments. If the Client does not agree to the amended terms and conditions, the Client may terminate this Agreement or part of the service items. Where the terms or context of this Agreement otherwise provide, such terms shall govern.
20. Provisions of account transfer service for securities settlement amount:
 - (1) The Client buys and sells the business products of the securities firms (which the Bank conducts business with) approved by its competent authority currently and in the future (the "Securities Firm"), and hereby engages the Bank to handle the accounts payable and receivable of the Securities Firm.
 - (2) Accounts payable by the Client to the Securities Firm shall be based upon the amount specified in the list or statement prepared by the Securities Firm, and shall be delivered by the Bank to the Securities Firm by making direct transfer from the Client's securities demand (savings) deposit account opened with the Bank (the "Dedicated Settlement Account") upon the agreed settlement or payment time.
 - (3) Accounts receivable by the Client from the Securities Firm shall be based upon the amount specified in the list or statement prepared by the Securities Firm, and shall be directly transferred by the Bank to the Client's savings account mentioned in the preceding paragraph when the Securities Firm transfers to the Bank upon the agreed settlement or payment time.
 - (4) If there is any error in the list or statement prepared by the Securities Firm, or if the Client has disputes over the amount of receivable and payable in relation to the purchase/ sale of securities, the Client is willing to deal with the Securities Firm on his/her own and the Bank shall not be involved therein.
 - (5) In the event that the balance of the Dedicated Settlement Account is insufficient, the Bank shall not be liable to make any notifications.

21. The Client agrees that the Bank may provide the transaction matters in whole or in part between the applicant and the Bank, including but not limited to data key-in, processing and output of the information system, development, monitoring and maintenance of the information system, logistic operations involving data processing, telephone automatic voice system

related to electronic channel client services, telephone marketing, reply and handling of email, electronic banking and e-commerce related consultation and assistance, telephone banking specialist services, forms (including withholding vouchers), vouchers and other data printing, packing, delivery, mailing and storage, drawing bills and notes (including checks and bills of exchange) for clients, securities, checks, forms and cash transfers, and replenishment of bills for automatic teller machine and other matters related to the Bank's processing transactions, within the scope of operation as necessary, to a third party appointed by the Bank to handle the affairs.

22. The Client agrees that if the Client and/or any of its related party (including but not limited to the Client's responsible person, beneficial owners, senior managers, agents, representatives, authorized individuals, or transaction counterparties, etc.), which is announced by the Ministry of Justice, the United Nations, the United States, the European Union, any foreign government or international organization as being subject to the economic or trade sanction, or is identified or traced by any foreign government or international anti-money laundering organization as a terrorist or terrorist group, or the transaction activities/objects are on the watchlist published by the local government agencies, the Bank may refuse to establish business relationships and/or may directly close the accounts and/or take any other necessary measures (including but not limited to return of funds to the remitting bank/intermediary bank, or return of funds to the remitting bank/intermediary bank upon written request of the remitting bank/intermediary bank with reasonable evidence or information submitted by the remitting/intermediary bank or provided by domestic or foreign supervisory authorities, criminal investigation authorities or judicial authorities. If the Bank has released the inward remittance, the Bank may still revoke the remittance within one year from the date of release and directly return the remittance in accordance with the original inward remittance process when the Bank becomes aware of the aforementioned circumstances).

The Client agrees that the Bank or its foreign branch may take such measures against the Client and/or its related party as the Bank or its foreign branch deems necessary for the purposes below, in order to comply with the relevant laws, regulations or administrative orders of the Bank, jurisdiction where the foreign branch is located, or other foreign regulatory authorities, criminal investigation authorities or judicial authorities for the purposes of anti-money laundering, countering the financing of terrorism, sanctions, counter-proliferation, and prevention of other financial crimes. Such measures may include, but are not limited to, implementation of customer ongoing due diligence, request for information about the beneficial owner, and/or request for information about the type, purpose, and source of funds of any transaction, and request for supporting documents, etc.

In the event that the Client and/or its related party does not cooperate with the measures taken by the Bank in accordance with the preceding paragraph, or if the Bank determines that the account held by the Client is suspected by the Bank to be involved in illegal activities, money laundering, terrorism financing, sanctions evasion or proliferation activities (including but not limited to transactions made by the Client and/or its related party are on the sanctions lists or watchlist lists published by the local and foreign government agencies), the Bank may temporarily suspend the transaction, or temporarily suspend or terminate all or a party of the services under this Agreement, or may correct the wrong amount and/or take all necessary measures as described in Paragraph 1.

The Client agrees that if any of the circumstances referred to in the preceding three paragraphs occurs, the Bank may file a report in accordance with the relevant regulations and the Bank may transmit information of the transaction made by the Client or its related party with the Bank or foreign branch on suspected money laundering, terrorism financing, sanctions evasion or proliferation activities or any other suspected involvement in financial crimes within the Bank, between the Bank's foreign branches, the Bank's Financial Holding Company, its subsidiary companies, and/or other recipients based on regulations or approval of the regulatory authority or judicial authority (hereinafter referred to as the "recipients") for confidential use (including but not limited to for the use of any service or information processing, use, statistics, and risk analysis). The recipients specified above may process, use, transfer, and disclose such information in accordance with requests of laws, regulatory orders or judicial proceedings.

The Client agrees that the Bank may take necessary measures in accordance with the preceding four paragraphs without notifying the Client and/or its related party.

The Client agrees that the Bank shall not be liable to the Client and/or its related party for any compensation or damages (including but not limited to direct or indirect losses or damages, gains or interests) where the Bank takes measures under this Agreement.

The "financial crime" as used in this Agreement, shall mean the acts involving money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, economic or trade sanctions or proliferation, and activity that evaded, attempted to violate, caused violations of laws and regulations in connection with the above acts issued by the governments or regulatory authorities in the jurisdiction of the Bank and foreign branches.

23. Unless the terms or context of this Agreement otherwise provide, either the Client or the Bank may terminate this Agreement or part of the service items at any time. If terminated by the Bank, the termination will be immediately

effective upon notification in accordance with Article 3 of the General Provisions; if terminated by the Client, it will be effective upon the arrival of notice at the Bank.

The Client agrees that if any of the following occurs, the Bank may directly refuse, suspend, or terminate this Agreement or part of the service items without notifying or obtaining the consent of the Client:

- (1) If the Client fails to perform its obligations or liabilities owed to the Bank hereunder or in accordance with other agreements, or if the Bank had requested the Client for improvement or had requested the Client to perform within a specified period and the Client failed eventually and the Bank deems necessary.
- (2) If the Client is subject to any of the circumstances set forth in Article 22 of the General Provisions of this Agreement.
- (3) Any other circumstances the Bank deems necessary (including, but not limited to, if the Client is subject to declaration of bankruptcy, compulsory execution, provisional attachment, provisional injunction, or other disposal for preservation. Or the Client uses any account or service under this Agreement to engage in illegal, improper, unusual or other similar transactions or conduct).

The Client agrees that if any of the foregoing occurs, the Bank may refuse, suspend or terminate all or part of the services under this Agreement. The Bank also has the right to forgo regular fund retrieval procedures and dispose of the account or close the account. Any damage or detriment suffered by the Client shall be borne solely by the Client and the Bank shall not be liable for any compensation and damages.

24. Except for the items that are explicitly not covered by the Central Deposit Insurance Co., Ltd., the Deposit principal of the Client shall be protected by the maximum sum assured by the company.
25. Where the Client is a foreigner or an individual with an Alien Resident Certificate, the requirements, validity, and methods in respect of the establishment of legal acts shall be governed by the laws of the Republic of China (Taiwan).
26. The complaint channel and handling procedure for the Client:
 - (1) To protect the rights and interests of the Client, the Client may contact the Bank through the following channels if there is any question or concern about the service:
 - A. 24/7 client service phone number: (02) 2181-0101
 - B. Dedicated complaint phone number: 0800-231710, 0800-231719
 - C. Opinion mail box: <http://www.hncb.com.tw/others/contact.shtml>
 - D. Fax No.: (02)2542-9933
 - E. Contact each business unit during business hours
 - (2) After accepting the complaint, the Bank will designate a person to communicate with the Client to explain and clarify the reasons and reply the handling results to the Client.
27. The governing law of this Agreement is the laws of the Republic of China (Taiwan). If the Client is involved in any litigation arising from this Agreement, both Parties agree that the court where the Bank's branch which the Deposit belongs to shall be the court of first instance, but if there are any special provisions for Debit card or any exclusive jurisdiction regulations under the laws, those provisions shall prevail. In addition, Article 47 of the Consumer Protection Act or Article 436-9 of the Civil Procedure Act in respect of the jurisdiction court for small amount litigations shall not be excluded thereof.

II. Special provisions of NTD comprehensive deposits:

1. When the amount received from the Deposit exceeds the balance of demand savings deposits **【excluding checking deposits】** ("demand deposits"), the exceeding amount shall be treated as the loan of the Client, and the Client hereby authorizes the Bank to pledge all time deposits ("time deposits") as collateral for such loan, and the loans will be handled in accordance with the provisions for loans of the Bank. As of the date of this Agreement, the withdrawal shall be evidenced by the deposit book and withdrawal slips affixed with the authorized specimen seal or be made as agreed otherwise.

The loan amount in the preceding paragraph shall be based upon the amount specified for the Deposit, **and no separate loan certificate will be issued to the Client.**

As of the date of this Agreement, the time deposit under the Deposit shall be evidenced by the authorized specimen seal agreed upon for the Deposit.

2. **The Client is willing to continuously pledge the time deposits with the Bank afterwards to be collaterals in the preceding Article.**
3. If the balance of the demand deposit under this Deposit exceeds NTD 10,000, the Client may request to be transferred to a time deposit.
4. Deposits and withdrawal of the Deposit as well as making the loans can only be made by using the deposit book of "comprehensive deposit" issued by the Bank as evidence, or in other ways as agreed upon, and **no request for issuance of deposit slips or other certificates shall be made.**
5. The pledged time deposit provided by the Client shall not be further pledged or transferred.
6. The Client hereby authorizes the Bank to automatically renew the deposit of his/her principal or principal and interests being pledged upon expiration, **unless the Client otherwise agrees and authorizes the Bank to proceed in accordance with Article 13 of this Provision.**
7. The Client shall handle the relevant procedures in accordance with the Bank's regulations before expiration in the event of any contemplated termination or change of depositary period of the automatically renewed time deposits in the preceding Article.
8. The loan cap for the Deposit may be adjusted according to the increase/decrease of the time deposit amount pledged by the Client; however, if the Bank deems necessary, it may reduce the cap or suspend the loan.
9. The loan period of the Deposit shall not exceed the expiration date of the pledged time deposit, but in the event that the time deposit is not terminated upon expiration and automatically renewed, the loan period may be extended accordingly.
10. **The interest rate for the demand deposits under the Deposit shall be accrued based on the Bank's posted rates. If the time deposits adopts a fixed interest rate, the interest shall be accrued based on the Bank's posted interest rate or the interest rate as agreed upon the deposit is made. If a variable interest rate is adopted, the interest shall be accrued based on the Bank's posted variable interest rate upon the deposit is made, and in the event that the Bank adjusts the posted interest rate, the interest shall be accrued based on the new variable interest rate as from the date of the adjustment; however, for lump-sum time savings deposit, the interest shall be accrued based on the new interest rate upon the equivalent days to the deposit date following the Bank's adjustment to the posted interest rate. If there is no posted variable interest rate available for large-amount savings deposits upon the time deposit is made, it shall be deemed as if both parties do not agree to be subject to the posted interest rate for large-amount savings deposits, and prior to the maturity, the interests shall be accrued based on the posted variable interest rate for general savings deposits even if the Bank has posted the variable interest rate for large-amount savings deposits. If automatic renewal is agreed upon, the posted variable interest rate for large-amount savings deposits shall be adopted after the renewal, and if the Bank cancelled the posted variable interest rate for large-amount savings deposits prior to the maturity, the interests shall be accrued based on the posted variable interest rate for general savings deposits as from the cancellation date. In the event of any change to the amount of large-amount savings deposits, the interests shall be accrued based on the posted variable interest rate for large-amount savings deposits applicable to the original deposit amount, and shall be subject to the posted variable interest rate for general savings deposits if not applicable.**

If the posted variable interest rate for large-amount deposits was adopted upon the time deposit was made, and if the Bank had cancelled the posted variable interest rate for large-amount deposits prior to the maturity, the interests shall be accrued based on the posted variable interest rate for general savings deposits as from the cancellation date. In the event of any change to the amount of large-amount deposits, the interests shall be accrued based on the posted variable interest rate for large-amount deposits applicable to the original deposit amount, and shall be subject to the posted variable interest rate for general savings deposits if not applicable.

Any interest payment date which is due to end on a day that is not a Business Day shall occur on the next Business Day.

11. **The interest of the loan under the Deposit shall be calculated based on the interest rate for the time deposit pledged for the loan (in principle, the pledge will first be set at lower interest rate) plus the annual rate of 1.5% as from the borrowing date, which shall be paid and settled once every month. If the Bank's interest rate is adjusted, the Client is willing to pay interests based on the Bank's new loan interest rate as from the adjustment date.**
12. **Interests of all deposits and loans under the Deposit are accrued in accordance with the relevant provisions of the Bank, and the Bank is authorized to transfer and deposit the interest receivable and payable into the demand deposits, to repay or consolidate into the loan amount.**

13. When the time deposit under the Deposit is early terminated or withdrawn upon maturity, no cash can be withdrawn directly but such amount shall be deposited into a demand deposit by account transfer. Withdrawal shall be made based on the deposit book, withdrawal slip or upon the agreed method. If there is any pledged loan on the time deposit, the principal and interest of the loan shall be repaid first. With respect to the early termination of any time deposit under the Deposit, the interest will be calculated at a discount of 20% off the posted interest rate at the same amount as of each maturity period starting from the date of deposit. If the actual period of time savings deposits is less than one (1) year, the interest rate will be calculated based on the actual deposit period, and the interest will be calculated at 20% off the posted interest rate at the same amount as of each maturity period starting from the date of the time deposit.
14. When the Client or the Bank terminates this Provision, the Client is willing to pay off all principal and interest of the loan.
15. Where the loan amount exceeds the loan cap and such loan has not been paid off by cash within two (2) months upon the notification of the Bank, the Bank may automatically terminate the time deposit to pay off the principal and interest of the loan.

III. Special provisions of the 3A Advantage Account:

(I) General Provisions:

1. The 3A Advantage Account is the integration of NTD comprehensive deposits, foreign currency comprehensive deposits, securities settlements, automatic bill payments, loans (including pledged loans) and funds under the same account. The Client may use the method agreed with the Bank (i.e. over the counters and automatic devices, etc.) to make deposits, withdrawals, securities settlements, automatic bill payments, loans (including pledged loans), and the business specified in the Master Agreement on Trust Business.

Account opening for the Deposit is limited to natural persons with adulthood of the nationality of the R.O.C. When opening the Deposit, the Client shall hold an identity card or a certificate approved by the Bank, fill in the seal specimen card and deposit slip, and deliver the same to the Bank along with the fund.

2. In the event that the Client agrees with the Bank to apply for multiple revolving lines under the Deposit and that the Deposit generates a loan (including pledged loans), the Bank may determine the utilization priority of such lines (in principle, the one with lower interest rate would be utilized first); with respect to any amount saved into the Deposit, the Bank has the sole discretion to determine the repayment priority of the loan (including pledged loans) (in principle, the one with higher interest rate would be repaid first), and based on the balance of the last loan (including pledged loans) made on that day, and on the interest rates set for the various lines utilized, to accrue interests on a daily basis and to make debits to the account monthly. However, in the event of any withdrawal transactions on that day, the interest of that day shall be accrued based on the highest balance of loan (including pledged loans) on that day after the first withdrawal transaction on that day has been made.
3. When handling the wealth management services for the Deposit, the Bank may give priority to the deposits made by the Client in accordance with Article 16 of the General Provisions on offsets of liabilities, followed by the inward transfer and deduction service of securities settlement amount, and then other automatic deduction agreements, with the wealth management service items under this Agreement being processed at last.
4. The Client has fully authorized the Bank to handle all services in accordance with this Agreement, and no transaction instructions is required to be obtained from the Client individually unless otherwise agreed upon.
5. The Client agrees that after the original comprehensive deposit / demand savings deposit account is integrated or linked to the Deposit, save for those who still use the original account or the Dedicated Settlement Account for securities, the remaining deposit accounts are deemed to be closed, and the Client further agrees that the amount under the original automatic bill payment service agreement will still be debited to the Deposit continuously.
6. The Client agrees that after the original comprehensive deposit / demand savings deposit account has been integrated into the Deposit, its receipts, payments and other transaction details will be integrated into the deposit book or bank statement of the Deposit, and no other bank statements will be sent separately. The Client shall check the transaction details through the deposit book, bank statement of the Deposit or the automatic service devices provided by the Bank.
7. Provisions of account transfer service for securities settlement amount:
 - (1) After the Client agrees that the Dedicated Settlement Account will be linked to the Deposit, the receipts, payments of securities and other transaction details will be integrated into the deposit book or bank statement of the Deposit, and no other bank statements will be sent separately. The Client shall check the transaction details through the deposit book, bank statement of the Deposit or the automatic service devices provided by the Bank. The Client further agrees that after being linked to the Deposit, all transactions under the Dedicated Settlement Account shall be evidenced by the authorized specimen seal for the Deposit.

- (2) **The Client agrees that if the deposit balance in the Dedicated Settlement Account is insufficient to cover the net payment amount, the Client will authorize the Bank to deduct from the Deposit to cover the payment of securities and other transactions. In the event that there is any balance amount under the Dedicated Settlement Account, it will be directly allocated to the Deposit without notifying the Client.**
- (3) With respect to the account transfer service for securities settlement amount offered by the Bank pursuant to the preceding paragraph, the Bank shall utilize such amount in the following order:
- A. The balance of demand deposit under the Deposit.
 - B. Other revolving lines which the Bank may determine on the utilization order (in principle, the one with lower interest rate would be utilized first).
- (4) **However, if there is no available balance or the available balance is insufficient to cover the debit of the Dedicated Settlement Account, the Client shall be solely responsible.**

(II) Provisions of the comprehensive foreign exchange deposits: (This Provision shall only be effective for items officially launched by the Bank)

The Client hereby opens the Deposit with the Bank, and agrees that the foreign exchange time deposit (the "time deposit") related to the Deposit made by the Client with the Bank shall be pledged for the Bank, and the Client may use the foreign exchange demand deposit under the Deposit (the "demand deposit") to continuously borrow money. In addition to the relevant provisions of the Bank, the Client is willing to perform each of the following terms:

1. Deposits and withdrawal of the Deposit as well as making the loans can only be made by using the deposit book issued by the Bank as evidence, or in other ways as agreed upon, **and no request for issuance of deposit slips or other certificates shall be made.**
2. When the amount received from the Deposit exceeds the balance of demand deposits, the exceeding amount shall be treated as the loan of the Client, and the Client hereby authorizes the Bank to pledge all time deposits as collateral for such loan, and the loans will be handled in accordance with the provisions of the Bank. However, the loan cap shall be 90% of the pledged amount at most, and the withdrawal shall be evidenced by the demand deposit withdrawal slip issued by the Bank or shall be made as agreed otherwise.

The loan amount in the preceding paragraph shall be based upon the amount specified in the demand deposit under the Deposit, **and no separate loan certificate will be issued to the Client.** As of the date of this Agreement, the time deposit under the Deposit shall be evidenced by the authorized specimen seal agreed upon for the Deposit.

3. **The Client is willing to continuously pledge the time deposits with the Bank afterwards to be collaterals in the preceding Article.**
4. The pledged time deposit provided by the Client shall not be further pledged or transferred in favor of others.
5. The Client hereby authorizes the Bank to automatically renew the principal or principal and interests of the Client's pledged time deposit upon expiration, **unless the Client otherwise agrees and authorizes the Bank to proceed in accordance with Article 6 of this Provision.** In the event that it is the principal automatically renewed, the Client agrees that the interests arising therefrom shall be transferred to the aforementioned demand deposit account after tax. If the Client wants to terminate the Agreement or change the deposit period, the Client shall complete the procedures with the Bank prior to the expiration date.
6. Early termination of time deposit under the Deposit shall be handled in the following ways based on the period:
 - (1) If the time deposit of one (1), two (2) or three (3)-week period is early terminated, no interest will be accrued therefrom.
 - (2) If time deposit of one (1) month or longer period is early terminated, the interest rate will be based on the posted interest rate of the Bank as of the date of deposit (and for any renewal, the date of deposit shall be the date of the renewal) and shall be calculated as follows:
 - A. No interest will be accrued if the deposit period is less than one (1) month.

- B. If the actual deposit period is one (1) month or more but less than three (3) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of one (1)-month period.
- C. If the actual deposit period is three (3) month or more but less than six (6) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of three (3)-month period.
- D. If the deposit period is six (6) month or more but less than nine (9) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of six (6)-month period.
- E. If the deposit period is nine (9) month or more but less than one (1) year, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of nine (9)-month period.

Interests for the early termination in the preceding paragraph shall be accrued based on simple interest basis during the actual deposit period, including the number of days less than a full month.

- 7. The borrower and pledger of the Deposit is limited to natural persons with adulthood of the nationality of the R.O.C.
- 8. The loan facility for the Deposit may be adjusted according to the increase/decrease of the time deposit amount pledged by the Client; however, if the Bank deems necessary, it may reduce the facility or suspend the loan.
- 9. The loan period of the Deposit shall not exceed the expiration date of the pledged time deposit, but in the event that the time deposit is not terminated upon expiration and automatically renewed, the loan period may be extended accordingly.
- 10. The interests of both the demand deposit and time deposit under the Deposit are calculated at the Bank's posted interest rate, and time deposits are calculated at a fixed interest rate on the simple interest basis. Income tax arising from the interest of the Deposit shall be withheld by the Bank in accordance with the applicable tax laws.
- 11. The loan interest for the Deposit shall be accrued and paid at the current loan interest rate set forth by the Bank from the loan date and shall be settled once a month. If the Bank's interest rate has been adjusted, the Client is willing to pay interest based on the Bank's new loan interest rate provided as from the adjustment date.
- 12. The interests of all deposits and loans under the Deposit are accrued in accordance with the relevant provisions of the Bank, and with respect to the interest receivable and payable, the Bank is authorized to deposit into demand deposits by means of account transfer, to setoff or roll over in the loan amount.
- 13. When the time deposit under the Deposit is terminated, no cash can be withdrawn directly but such amount shall be deposited into a demand deposit by account transfer. Withdrawal shall be made based on the withdrawal slip or upon the agreed method. If there is outstanding loan, it shall be used to repay the principal and interests of the loan first.
- 14. When the Client or the Bank terminates this Provision, the Client is willing to first pay off all principal and interest of the loan.
- 15. If there is any discrepancy between the amount in the deposit book of the Deposit and the internal record of the Bank, the correct amount recorded by the Bank shall prevail.
- 16. Where the loan amount under the Deposit exceeds the loan facility and such loan has not been paid off by cash within two (2) months upon the notification of the Bank, the Bank may automatically terminate the time deposit to pay off the principal and interest of the loan.
- 17. If the Client has any of the following circumstances, the Bank may terminate this Provision, and the Client will have no objection:
 - (1) In the event that the Client has commenced settlement under the Bankruptcy Act, has been subject to declaration of bankruptcy, verdict of reorganization, compulsory enforcement, provisional attachment, provisional injunction, business suspension, or debt clearance, or that the Bank believes the Client's credit has degraded.
 - (2) In the event that the Client fails to pay off any of the debts owed to the Bank upon maturity.

IV. Special provisions of the wealth management revolving loan account:

- 1. In the event that the Client agrees with the Bank to apply for multiple revolving lines under the Deposit and that the Deposit

generates a loan (including pledged loans), the Bank may determine the utilization order of such lines (in principle, the one with lower interest rate would be utilized first); with respect to any amount deposited into the Deposit, the Bank has the sole discretion to determine the order of repayment of the loan (including pledged loans) (in principle, the one with higher interest rate would be repaid first), and based on the balance of the final loan (including pledged loans) made on that day, and on the interest rates set for the various lines utilized, to accrue interests on a daily basis and to make deductions in the account on monthly basis. However, in the event of any withdrawal transactions on that day, the interest of that day shall be accrued based on the highest balance of loan (including pledged loans) on that day after the first withdrawal transaction on that day has been made.

2. The Client agrees that after the original comprehensive deposit / demand savings deposit account/ 3A Advantage Account is integrated or linked to the Deposit, save for those who still use the original account, the remaining deposit accounts are considered to be closed, and the Client further agrees that the automatic bill payments will continue to be debited from the Deposit.
3. The Client agrees that after the original comprehensive deposit / demand savings deposit account/ 3A Advantage Account has been integrated into or linked to the Deposit, its receipts, payments and other transaction details will be integrated into the deposit book or bank statement of the Deposit, and no other bank statements will be sent separately. The Client shall check the transaction details through the deposit book and bank statement of the Deposit or the automatic service devices provided by the Bank.

V. Special provisions of foreign exchange demand / time deposit book savings:

(I) Provisions of domestic foreign exchange demand/ time deposit book savings

1. The Client shall use the deposit book for "foreign exchange demand / time deposit book savings" issued by the Bank and the withdrawal slip affixed with the original specimen seal for withdrawal, or by other means agreed upon. Deposits shall be made by filling out the deposit slips or by other means agreed upon, and no request for issuance of certificates of deposit or other certificates shall be made; as of the date of this Agreement, the time deposit under the Deposit shall be evidenced by the authorized specimen seal agreed upon for the Deposit. The Client may also apply for the universal withdrawal service, and choose whether the universal withdrawal password would be required to proceed.
2. The Deposit has the characteristics of both foreign exchange demand deposits (the "demand deposits") and foreign exchange time deposits (the "time deposits"). The amount to start accruing interest and minimum amount for opening the deposit for each currency are listed below:

(1) The amount to start accruing interest for foreign exchange demand deposits:

- A. USD, New Zealand Dollar, Australian Dollar, Singapore Dollar, Swiss Franc, Canadian Dollar, Euro: \$300.**
- B. Hong Kong dollar, Swedish currency, South African currency: \$3,000.**
- C. Japanese yen and Thai baht: \$30,000.**
- D. Pound sterling: \$150.**
- E. RMB: \$1,000.**

(2) The minimum amount for opening the foreign exchange time deposits:

- A. USD, New Zealand Dollar, Australian Dollar, Singapore Dollar, Swiss Franc, Canadian Dollar, Euro: \$1,000.**
- B. Hong Kong dollar, Swedish currency, South African currency: \$10,000.**
- C. Japanese yen and Thai baht: \$100,000.**
- D. Pound sterling: \$500.**
- E. RMB: \$5,000.**

If there is any change in the amount to start accruing interest, the minimum amount for opening the above deposits, or any conditions thereof, the Bank shall handle it in accordance with the provisions of Article 19 of the General Provisions.

3. Upon the termination of time deposit under the Deposit, the Bank will transfer the principal and unclaimed interest after tax into the demand deposit account of the Deposit, and the Client may withdraw it with the deposit book, withdrawal slips or by the agreed method. If the settlement and sale is in NTD, it shall be handled in accordance with the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions " and applicable regulations established by the Central Bank.
4. The interests for both the demand deposit and time deposits of this Deposit are accrued at the Bank's posted interest rate, and the time deposits are accrued at a fixed interest rate on simple interest basis.
5. Early termination of time deposit under the Deposit shall be handled in the following ways based on the period:
 - (1) If the time deposit of one (1), two (2) or three (3)-week period is early terminated, no interest will be accrued therefrom.
 - (2) If time deposit of one (1) month or longer period is early terminated, the interest rate will be based on the posted interest rate of the Bank as of the date of deposit (and for any renewal, the date of deposit shall be the date of the renewal) and shall be calculated as follows:
 - A. No interest will be accrued if the deposit period is less than one (1) month.
 - B. If the actual deposit period is one (1) month or more but less than three (3) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of one (1)-month period.
 - C. If the actual deposit period is three (3) month or more but less than six (6) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of three (3)-month period.
 - D. If the deposit period is six (6) month or more but less than nine (9) months, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of six (6)-month period.
 - E. If the deposit period is nine (9) month or more but less than one (1) year, the interest will be calculated based on the actual deposit period at 80% of the posted interest rate for the time deposit of nine (9)-month period.Interests for the early termination in the preceding paragraph shall be accrued based on simple interest basis during the actual deposit period, including the number of days less than a full month.
6. This Provision applies to various foreign currency accounts under this account name. The Client agrees that for any withdrawal of foreign currency in cash from the foreign exchange deposit account, the Bank will charge the difference amount between the exchange rates.

(II) Provisions of foreign exchange deposit in respect of offshore banking units (OBU)

1. According to the Offshore Banking Act, an OBU shall not accept foreign currency in cash for foreign exchange deposits nor shall exchange the foreign exchange deposits into NTD for withdrawals.
2. Foreign exchange demand deposits are deposits without deposit books, and the Client's withdrawal should be made by the withdrawal slip affixed with the authorized specimen seal or to be transferred or remitted out in the agreed manner.

(III) Provisions of foreign exchange deposits

The Client acknowledges that the deposit may be subject to the fluctuation of market exchange rate and therefore result in exchange gains or losses when being exchanged to NTD.

VI. Special provisions of deposits

(I) Special provisions of ATM cards

i. Standard terms and conditions on ATM cards

1. The Client hereby applies with the Bank for an ATM card with general functions including deposits, withdrawals, account transfers, payment of taxes (fees), password changes, and balance inquiry. If the Client separately needs credit card, Debit card, smart pay, or cross-border function, further agreements and terms and conditions shall be agreed separately.

2. Once the Client receives an ATM card, a password notice and proceed with the activation and registration procedure, the Client shall hold the identity documentation and the authorized specimen seal to the account opening bank or other domestic branches for processing. However, this Article shall not apply in the event of other methods agreed with the Bank.

If the Client has not received during twelve (12) months from the application date, the Bank may invalidate the ATM card at its own discretion.

For pre-made ATM cards, the Client can receive the ATM card and password notice after completing the account opening and agreeing hereto, and further proceed with the activation and registration procedures.

3. If the Client would like to change the password, the Client may use the automatic service device or other equipment to change the password itself/himself/herself while the times of change is unlimited.
4. When the Client uses the ATM card to deposit cash via the Bank's automatic service device into the account of a third party other than the Client, the cap limit of the non-designated account transfer of the ATM card shall apply thereto; the said cap limit will not apply if the deposit is made to the account of the Client.
5. When the Client uses the ATM card to withdraw money via the Bank's automatic service devices, the cap limit is set forth below:

(1) The maximum limit each time is NTD 30,000.

(2) The maximum daily limit is NTD 100,000.

When the Client uses the ATM card to withdraw money via the automatic service devices set up by other financial institutions participating in the interbank financial telecommunication system, the cap limit is as follows:

(1) The maximum limit each time is NTD 20,000.

(2) The maximum daily limit is NTD 100,000.

When the Client transfers to a designated account, the cap limit is set forth below:

(1) The maximum amount for inter-bank account transfer each time is NTD 2,000,000.

(2) The maximum amount for intra-bank account transfer each time is NTD 3,000,000.

(3) The maximum daily limit is NTD 3,000,000.

When the Client transfers to a non-designated account, the cap limit is set forth below:

(1) Physical ATM

1. The maximum limit each time is NTD 30,000.

2. The maximum daily limit is NTD 30,000.

(2) Web ATM

1. The maximum limit each time is NTD 100,000.

2. The maximum daily limit is NTD 100,000.

6. The amount specified in the preceding Article may be adjusted by the Bank at any time according to its actual needs. The Bank shall make a public announcement on the business premises and website in a prominent way thirty (30) days prior to such adjustment.
7. When the Client uses ATM card to make account transfer, the Client should carefully check the transferee's financial institution number, account number and amount. If the Client makes an error in entering the transferee's financial institution number, account number or amount of transfer and the money is therefore transferred into an unintended account or a wrong amount is transferred, the Bank shall promptly carry out the following once the Client notifies the Bank:
 - (1) Provide details on the transaction concerned and relevant information according to applicable laws and regulations.
 - (2) Assist in notifying the transferee's financial institution to take actions.
 - (3) Reply to the Client with regard to the actions taken.

8. When the Client uses the ATM card and password to make a transaction via the automatic service devices or other devices set up by the Bank or other financial institutions participating in the interbank financial telecommunication system, such transactions are with the same effect as the act of the Client making a transaction with the deposit book and the authorized specimen seal.
9. Cut-off point for interbank transaction accounting: 3:30PM, Monday to Friday is the cut-off point for accounting purpose. Transactions that take place after the accounting cut-off point or on non-business days will be processed on the next business day. Whether a transaction is an overtime transaction will be determined by the time the Bank receives the related files or data.
10. The Client may use ATM card to withdraw foreign currency if the Client is an adult and has a citizen identity card or has an alien resident certificate. The amount of foreign currency withdrawn will be converted into NTD at the exchange rate for selling foreign currency cash posted by the Bank at the time of transaction and debit to the Client in NTD.
11. When the Client uses an ATM card to carry out foreign-currency transactions according to the preceding article, the Client authorizes the Bank to be his/her exchange settlement agent in the Republic of China, to complete the exchange settlement procedures according to the regulations of the Central Bank and agreement between both parties.
12. The Client may terminate this Provision at any time, but shall handle such in person or by appointing an agent to handle such in writing with the Bank. Except that the ATM card has been lost, the ATM card shall be returned to the Bank.

In case of any of the following situations, the Bank may terminate this Provision at any time or temporarily suspend the ATM card services:

- (1) The ATM card is being forged, altered, or used in illegal activities, such as money laundering or fraud.
 - (2) The Client's account has been put on the list of payment suspension, alert or associated control accounts according to laws and regulations.
 - (3) The Client violates the laws and regulations and thus impairs the interest of the Bank or engages in other illegal activities.
13. When the Client's ATM card is locked up or retained by the automatic service devices due to incorrect chip password or international password entry of three (3) times consecutively (inclusive), forgetting to retrieve the card from the machine, using a ATM card which has been declared lost for transaction or other reasons, the Client will not be able to use the functions of deposit, withdrawal, account transfer, tax (fee) payment, password change and balance inquiry, among others, of the ATM card. Unless separately agreed with the Bank, the Client shall take any of the following actions by presenting his/her ID and the authorized specimen seal in person:
 - (1) If the ATM card is locked, the Client shall go to the account opening bank or other domestic branches to unlock the card.
 - (2) If the ATM card is retained, the Client shall, within two (2) months from the next day following the retention, go to the Bank to retrieve the card or apply for issuance of a new card. If the Client did not retrieve the card within the aforementioned period, the Bank may cancel the ATM card.

14. The transaction fees for the Client to use ATM cards for various transactions are as follows:

- (1) Domestic inter-bank withdrawal: NTD 5 each time.
- (2) Domestic inter-bank account transfers: NTD 15 each time.

The Client agrees to withhold and deduct from the Client's account for the transaction fees in the preceding paragraph.

The fees under the first Paragraph shall be disclosed publicly on the business premises and website by the Bank in a prominent way. The said fee standard may be adjusted by the Bank at any time after entering into this Agreement, but such adjustment shall also be publicly disclosed on the business premises or website in a prominent way beforehand.

15. The Bank will not charge fees arising from the use of services of the ATM card unless the Bank could prove that the card should be unlocked or reissued for reasons attributable to the Client.

If the unlocking or reissuance of ATM card causes any damages to the Client, the Bank shall be held liable, unless the Bank could prove that the said unlocking or reissuance is necessary for reasons not attributable to the Bank.

16. The Client shall safekeep the ATM card and shall promptly make declaration of loss to the Bank by the agreed manner if the ATM card is lost, destroyed, stolen or in other situations of loss of possession.

With respect to the agreed manner under the preceding Paragraph, the Bank shall provide safe and convenient manners for the Client to proceed with, such as by phone or internet, or by visiting the Bank in person during the business hours.

Where the ATM card was used by others before declaration of loss is completed and the Bank has made the payment, it shall be deemed that the Bank has paid to the Client. However, if the Client's password is fraudulently used or misappropriated due to the failure of the Bank or other financial institution to carry out the duty of care as a good administrator with respect to the control of information system for their automatic service devices, or due to other reasons attributable to the the Bank or other financial institutions, the Bank shall still be responsible therefor.

17. The Client shall safekeep and use the ATM card by him/herself. The Client shall be solely responsible if his/her ATM card is lent, assigned, or pledged to others.
18. The Client shall not duplicate or alter the ATM card.
19. In case of using interbank services such as withdrawal, account transfer, remittance, paying tax, paying fees, smart pay and account inquiry by ATM cards, the Client agrees that the Bank, the corresponding financial institution for the ATM card transaction, Joint Credit Information Center, Financial Information Service Co., Ltd. ("FISC") and other institutions approved by the Financial Supervisory Commission or the competent authority for agricultural finance for establishment or business operations may, for the purposes of completing the aforesaid interbank service, collect, process, make international transmission and use the Client's personal data according to applicable laws and regulations. Unless with the consent of the Client or as approved by other applicable laws and regulations, the Bank shall not provide the Client's personal data to any third party other than those entities described above.
20. Any unresolved matters in this Provision shall be handled in accordance with relevant provisions under this Agreement.

ii. Provisions of smart pay for ATM card:

1. The maximum amount for the Client's smart pay made by his/her ATM card shall be NTD 100,000 each day/time.
2. The Client may hold the Bank's chip ATM card to carry out smart pay transactions in domestic merchants with the mark of FISC. After entering the chip password at the payment terminal of the merchant, it is deemed that the Client has agreed to the subject smart pay transaction.
3. When the Client uses the ATM card function, if the debit account is an account that could be overdrafted continuously and the smart pay amount exceeds the deposit balance of such account, the Client hereby authorizes the Bank to handle the debit transfer within the account's overdraft limit, without further notifying the Client, and the Client is willing to handle the loan arising therefrom in accordance with the relevant agreements or provisions originally entered into by the Client. In the event of insufficient deposit balance or insufficient available amount to cover the smart pay, or the debit amount exceeds the cap limit under this Provision, the Bank has no obligation to make such debit.
4. When the Client uses the ATM card to consume in the consuming stores, it is the same as cash or account transfer transactions. In the event of any consumer disputes with the consuming stores (including but not limited to, the quality, quantity or amount of the goods or services), the resolution shall be sought from the consuming store, and it shall not serve as the basis for requesting the return of the fund from the Bank. The Client shall not hold the disputes arising from the transaction between it and the consuming stores against the Bank either.
5. The Client authorizes the Bank to act as a foreign exchange settlement agent in the R.O.C, and the Bank agrees to handle the foreign exchange settlement procedures for foreign consumptions with respect to the Client's ATM card transactions in accordance with the applicable regulations of the Central Bank and the agreements between the two parties. The Client recognizes all contents of the declaration of foreign exchange settlement made by the Bank on its/his/her behalf.
6. When the Client uses the ATM card to consume at a foreign merchant, the Client authorizes the Bank to process and convert the amount into NTD according to the exchange rate listed by the settlement agency bank as of the settlement date or the exchange rate set by the international organization on the consumption date.

iii. Provisions of cross-border functions of ATM cards:

1. The Client may hold an ATM card to use ATM functions internationally via automatic service devices, payment terminals of the merchants, or other devices set abroad. When using such functions, the Client shall comply with local regulations

and follow the service scope and business hours provided by such system or equipment. All fees derived therefrom, subject to the Bank's fee standards which the Client agrees to comply with, shall be debited from the Client's NTD deposit account by the Bank directly.

2. The Client authorizes the Bank to act as a foreign exchange settlement agent in the R.O.C, and the Bank agrees to handle the foreign exchange settlement procedures for foreign withdrawals of foreign currencies with respect to the Client's ATM card transactions in accordance with the applicable regulations of the Central Bank and the agreements between the two parties. The Client recognizes all contents of the declaration of foreign exchange settlement made by the Bank on its/his/her behalf.
3. When the Client uses the ATM card to withdraw foreign currencies in cash at a foreign automatic service device, the Client authorizes the Bank to process and convert the amount into NTD according to the exchange rate listed by the settlement agency bank as of the settlement date or the exchange rate set by the international organization as of the day of withdrawal. When making the withdrawal of foreign currency in cash or balance inquiries, the Client shall pay the Bank the fees set forth below:
 - (1) Transactions using CIRRUS / PLUS cross-border withdrawal function:

The withdrawal fee is NTD 75 for each transaction, and a foreign transaction fee will be added according to the withdrawal amount, which will be adjusted following the adjustment by international organizations. The fee for balance inquiry is NTD 10 for each inquiry.
 - (2) Chip transactions using cross-border (Japan) withdrawal functions of chip ATM card:

(Withdrawal amount in JPY* 0.8%) +JPY150, but for each transaction, the fee shall not be less than JPY390.
 - (3) Chip transactions using cross-border (Hong Kong and Macao) withdrawal functions of chip ATM card: The fee is NTD 100 for each transaction while the balance inquiry is free.
4. The Client may use the Bank's chip ATM card to carry out cross-border withdrawal transactions on automatic service devices with the FISC's label in Japan, Hong Kong and Macao areas, and upon entering the chip passwords into the device following the activation of cross-border withdrawal services, it is deemed as if the Client agrees to proceed the cross-border withdrawal transaction.
5. The maximum withdrawal amount for the Client's use of ATM card abroad is NTD 20,000 each time, and NTD 100,000 each day, which shall also be handled in accordance with the applicable laws and regulations of the Central Bank on foreign exchange.
6. When the Client uses the ATM card abroad and the ATM card is detained by the automatic service devices, the Client shall immediately call the Bank to stop using the card, and present the passport and relevant certificates to the local financial institution which the automatic service device belongs to within twenty-four (24) hours, and after consultation and verification procedures, retrieve the card or apply with the Bank to reissue a new card after returning to the country.
7. If the Client has any doubts about the amount of foreign withdrawals, the Client shall, within ninety (90) days from the transaction date, present the transaction certificate to the Bank to proceed relevant procedures.

(II) Provisions of the Debit card :

1. The definitions of terms are set out as follows:
 - (1) "Debit card ": It means that the Bank issues a card to the Client for the designated NTD demand deposit account which enables the Client to deposit and withdraw money at an ATM with the password, and may obtain goods, services or other benefits from the Merchants by signature while simultaneously such payment will be directly debited from the account.
 - (2) "Acquirer": It refers to an institution authorized by various credit card organizations to handle the execution of agreements with the Merchants and make advance payment to the Merchants for the Client's transactions upon the request for payment by the Merchant. The Visa ATM card referred to in this Agreement includes Visa ATM card and JCB Debit card.
 - (3) "Merchant": It refers to an entity having entered into a merchant agreement with the Acquirer and accepting Debit card transactions according to such agreement.
 - (4) "Daily Debit Consumption Limit": It refers to the maximum daily amount of the Client's domestic/foreign debit consumption by using the Debit card .

- (5) "Accounts Payable": When there is no other special agreement, it refers to the consumption of the Debit card that has not been reserved, plus deferred interests, annual fees, handling fees for declaration of loss, or request for the signature slip and other payables.
- (6) "Debit Date": It refers to the date on which the Bank makes the payment to the Acquirer or Merchant or undertakes the advance for the Client, and records the payment date under the deposit account designated by the Client.
- (7) "Settlement Date": It refers to the date of settlement for converting the payable foreign currency into NTD through the Bank or an agent authorized by the Bank for consumption made by the Client's card offshore, at the exchange rate posted by the credit card organizations. **If the reserved amount is inconsistent with the NTD amount of account payable after clearing and settlement due to the fluctuation of exchange rate, the amount payable by the cardholder shall still be based on the NTD amount of account payable after clearing and settlement.**

2. The Client shall faithfully fill in the personal and financial information as well as other relevant information in each column of the application form, and submit true and correct relevant information or supporting documents as required by the Bank, and open a demand deposit account in accordance with the Bank's provisions to be designated as the debit account for withdrawals at ATM and the debit consumption amount made by the Debit card .

In the event of any change to the Client's information filled in the application form such as the contact address, telephone number, occupation or job title, the Client shall immediately notify the Bank for correction.

The Client agrees that after the Bank issues the card, it may use the email address retained to send the provisions under VI.(II) "Provisions of the Visa ATM Card" and VI.(II-1) "Provisions of the Debit EasyCard", etc.

3. No additional cards shall be issued for Debit card .

4. **Within the available balance under the Client's deposit account, the daily debit consumption limit is NTD 50,000; the maximum can be adjusted to NTD 200,000; the daily domestic and foreign cash withdrawal limit is NTD 100,000.** The above daily debit consumption limit and domestic and foreign cash withdrawal limits may be adjusted by the Bank at any time, but shall be publicly disclosed on the business premises or website in a prominent way before adjustment.

If the balance amount of the Client's deposit account is insufficient to pay the consumption amount, unless there is other financing agreement between the Client and the Bank, no consumption shall be made by swiping the card.

5. The Bank shall handle the settlement of transactions under Visa ATM cards for Clients in due care as a good administrator, and provide Merchants either by itself or by each Acquirer for Clients to conduct the Debit card transactions.

The Client's Debit card is the Bank's property, and the Client should keep and use it properly. The Bank only authorizes the Client to use it within the validity period, and the Client shall not transfer, lend, provide as collateral or otherwise transfer its possession to, or deliver for the use of any third party.

The Client shall, when using the automatic service device or conducting other transactions, keep the transaction password or other ways of identifying the identity of the client confidential, and shall not inform any third party thereof.

The Client shall not forge fictitious and untrue transactions or conspiracy to defraud with a third party or Merchant in order to exchange money or obtain any benefits by using the debit transactions of the Debit card or by other means.

The Client shall also be liable for any accounts payable arising out of the Client's violation of paragraphs 2 to 4 hereof.

The Bank shall ensure the authenticity of the advertisement content, and its obligations to the Client shall not be less than the advertisement content.

6. Annual fee is waived for Visa ATM card; For Platinum Visa ATM card, the annual fee is NTD 500, which is waived for the first year. From the issuance date, if in any year one shopping is made in any amount, the annual fee will be waived for the following year, and the waiving standards of annual fees for the subsequent years will also be the same. The Bank may adjust the above fee standards at any time, which shall be publicly disclosed on the Bank's business premises or website in a prominent way.

7. After receiving the Debit card, the Client shall immediately sign on the Debit card to reduce the possibility of fraudulent use by any third party.

When the Client uses the Debit card for transaction, after presenting and swiping the Debit card, and after verification, the Client shall sign on the signature slip as confirmation thereof, and shall keep the receipt of the signature slip properly for further verification purposes.

When conducting product return, transaction cancellation, service termination, or product or price change as agreed by the Merchant with respect to the Debit card used, the Client shall verify the refund receipt requested from the Merchant before signing as the confirmation, and the refund receipt shall be properly kept for further verification. However, if the Client and the Merchant agree otherwise, it may be replaced by the Merchant's signature for confirmation and the Client's refund certificate or other supporting documents.

The Merchant may refuse to accept the Debit card transaction by the Client in the following circumstances:

- (1) Where the Debit card is forged, counterfeited or damaged, broken, bent, punched, blurred in signature, or the signature is altered.
- (2) Where the Debit card has expired, declaration of loss has been made in accordance with Paragraph 1 of Article 16, or this Provision has been terminated.
- (3) Where the Bank has suspended the Client's right to use the Debit card.
- (4) Where the Client's signature on the signature slip is inconsistent with the signature on the Debit card, or by any other means it is able to prove that the cardholder is not the person to whom the Bank agrees to issue the Debit card.
- (5) Where after the subject transaction, the daily debit consumption limit of the card or the available deposit balance under the designated account is exceeded, except that the Client has covered the insufficient amount in cash.

For any of the circumstances in sub-paragraphs 1, 2 or 4 of the preceding paragraph, the Merchant may refuse to return the Debit card.

If the Merchant refuses to the Client's use of Debit card for any reasons not listed in Paragraph 4, or requests to increase the price of the products or services for the use of Debit card, the Client may file a complaint to the Bank. The Bank or the Acquirer as requested by the Bank shall investigate the case and inform the Client about the situation of handling. In the event that the abovementioned circumstances at the Merchant is found to be attributable to the Bank's intention or gross negligence, the Bank shall be responsible for damages of the Client.

The Debit card bears the function of a general ATM card but can also be used for debit consumptions at a Merchant by swiping the card and signature. All consumption amount will be reserved in the Client's designated debit account when consumption is made (the Client cannot withdraw the reserved amount), and such amount will be paid off by debiting to the Client's designated debit account as of the Debit Date.

When using a Debit card, the Client agrees that the Client shall be at least 15 years old to be able to swipe the card abroad for shopping and shall reach the age of majority to withdraw money abroad.

8. Subject to the transaction customs and the special nature of transactions, if a Debit card is used for product ordering, acquiring services, or advance payments for mail order, telephone order, fax, or other similar methods thereto, the Bank may confirm the party's identity and Client's intention by telephone confirmation, signature on the receipt, postal receipt, or by other means instead of using signature slip or signature on the spot.
9. Debit card does not provide any cash borrowing function.
10. If the Client has any dispute with the Merchant about the quality, quantity and amount of the relevant goods or services, the Client shall seek a solution from the Merchant, and shall not hold it against the Bank to request the return of such amount.

When the Client uses the Debit card, in the event of any of the following special circumstances provided by the rules of the credit card organization, such as the goods ordered are not transferred by the Merchant or the number of goods is inconsistent, or the service ordered is not provided, the Client shall first seek a solution from the Merchant. If it cannot be resolved, within thirty (30) days from the date that the consumption detail statement of the period is sent, the Client shall furnish the relevant supporting documents as required by the Bank as well as the reasons therefor to request the Bank to handle the transaction in accordance with the procedures regarding doubtful amount under Article 12 of this Provision, which shall not be subject to the restrictions provided in the preceding paragraph.

If the Client uses the Debit card for mail order or door-to-door sales, and terminates the agreement with the Merchant in accordance with Article 19 of the Consumer Protection Act, the preceding paragraph shall apply.

11. The Bank shall provide the transaction details and the billing notices on a regular basis. If the Client does not receive the transaction details and billing notices in the following month after the consumption, the Client shall inquire with the Bank

immediately, and may request to resend by registered mail, ordinary mail, fax or other appropriate methods while the cost thereof shall be borne by the Bank. However, if the Client requests the Bank to resend the consumption details over three (3) months ago, a handling fee for resending at NTD 100 shall be charged for each inquired month, and the Client authorizes the Bank to debit such amount from the Client's deposit account. The said handling fee may be adjusted by the Bank at any time, but shall be publicly disclosed on the Bank's business premise or website in a prominent way.

If the communication address or other communication method specified under the application form of a Visa ATM Card holder changes and the Bank is not notified, the communication address last notified or specified under the application form is the place where the Bank shall conduct the service. The service shall be deemed legally made upon normal delivery period passing after the Bank issues the documents of the business or necessary notice to the communication address last notified by the cardholder or specified under the application form.

The bank statements can be present in writing, automatic equipment or internet or other method.

12. **If the Client has any doubt about the items listed in the consumption detail statement, the Client shall provide the document required by the Bank (such as a signature slip or refund receipt) and notify the Bank thereof, request the Bank to retrieve the signature slip or refund receipt, or request the Bank to claim for debit to the Acquirer or the Merchant in accordance with the rules of each credit card organization.**

If the Client did not notify the Bank in accordance with the preceding paragraph, it is assumed that matters contained in the consumption detail statements are true and correct.

If the doubtful amount has been proven correct by the Bank, or if the claim for the return of the charged amount against the Acquirer or Merchant failed due to reasons unattributable to the Bank, and such amount has been returned to the Client temporarily, the Bank may debit such paid amount from the Client's designated account upon notification to the Client, and the Client shall still be liable for the insufficient amount thereof.

For any request to the Bank for retrieving the signature slip or refund statement from the Acquirer, the inquiry fee of NTD 100 shall be paid to the Bank for each inquiry; the said inquiry fee may be adjusted by the Bank, but shall be publicly disclosed on the Bank's business premise or website in a prominent way.

13. The Client agrees that the Bank will temporarily reserve the consumption amount in the Client's designated account when using the card for a transaction (the Client cannot withdraw the reserved amount); After the Merchant or Acquirer requests the Bank for the payment (i.e. the Debit Date), the Bank will then cancel the reservation of such amount for payment.

The Client agrees that if the Merchant or Acquirer fails to request the Bank for payment within 45 days from the reservation (for any transaction made by the Visa ATM card in any area other than Japan, 30 days from the reservation), the Bank may release the reservation of such consumption amount, including but not limited to transactions such as taxes, transactions in Japan area and debit consumption under the JCB Debit Card, etc. If the Merchant or Acquirer requests payment from the Bank after the release of the reserved amount, the Client agrees that the Bank may still debit the payment amount from the designated account.

If the deposit balance under the Client's designated account is insufficient to pay the accounts payable as of the Debit Date, the Bank may refuse to deduct such deposit. The Client shall deposit the insufficient amount into the debit account as soon as possible prior to the payment day as notified by the Bank. If the deposit balance is still insufficient to cover the accounts payable as of the payment day, interests will be accrued at 15% annually (0.041% daily) from the day the Merchant or Acquirer requests the Bank for payment until the day such amount has been fully repaid.

Any paid amount made by the Client shall be offset by the Bank in accordance with Articles 321 to 323 of the Civil Code. However, in the event that the order and method designated by the Bank are more favorable to the Client than Article 323 of the Civil Code, such designation shall prevail.

If the Client overpays the accounts payable, the remaining balance of the Client may be temporarily kept by the Bank without any interest before the Client applies for reclaim. And if the Client has no other special instructions, the Client may use it to offset the subsequent accounts payable to the Bank.

14. All payments made by the Client using the Debit card shall be settled in NTD. If the transaction currency (including refund processing) is not in NTD or in the event of any foreign transaction in NTD (including the transaction with foreign Merchants in NTD), the Client authorizes the Bank to convert such amount into NTD in accordance with the exchange rate on the Settlement Date listed by each credit card organization.

The Client authorizes the Bank to act as the agent of foreign currency exchange settlement in the territory of the R.O.C to conduct relevant procedures for the settlement of overseas transactions with the Debit card; however, if the payable settlement amount of foreign currency has exceeded the regulatory limit, the Client shall pay the exceeding amount in

foreign currency. **If the reserved amount turns out to be inconsistent with the NTD accounts payable due to the fluctuation of exchange rate, the payable amount for the cardholder shall still be based on the he NTD accounts payable after the currency exchange settlement.**

The foreign transaction handling fee payable by the Client, in addition to the fees charged by each international credit card organization, will be charged at 0.5% of the transaction amount; the fees charged by each international credit card organization may be changed at any time, and shall be subject to the announcements made by each international credit card organization.

15. **If the Debit card is lost, stolen, robbed, fraudulently acquired or possessed by a third party other than the Client (hereinafter referred to as lost or stolen), the Client shall by telephone or other methods immediately notify the Bank or the organization designed by the Bank to handle the procedures for the declaration of loss and suspension of use, and shall pay the handling fee for the declaration of loss and suspension of use at NTD 200.** If the Bank deems necessary, the Bank shall notify and request the Client within ten (10) days from the date of accepting the loss reporting, to report to local police authority within three (3) days from the date of such notification and to inform the Bank with a written notice. The said handling fee for declaration of loss and suspension of use may be adjusted by the Bank at any time, but shall be publicly disclosed on the Bank's business premises or website in a prominent way.

The Bank shall be liable for any losses incurred as a result of fraudulent use after the Client has taken the procedures for declaration of loss and suspension of use. However, in any of the following circumstances, the Client shall still bear the loss of fraudulent use after taking the procedures for declaration of loss and suspension of use:

- (1) The fraudulent use of the third party is permitted by the Client, or the Client intentionally hands over the Debit card to such third party for use.
- (2) The way to identify the Client's identity was known by a third party due to the Client's intention or gross negligence.
- (3) The Client and the third party or the Merchant forge fraudulent transactions or conspire to defraud.

Before taking the procedures for declaration of loss, the Client's self-responsible amount for the fraudulent use is capped at NTD 3,000. However, in any of the following circumstances, the Client is exempt from such self-responsible amount:

- (1) The fraudulent use was made within 24 hours prior to the Client's declaration of loss of the Debit card.
- (2) The signature of the fraudulent user on the signature slip is obviously different from the Client's signature which may be distinguished by eyes or such difference may be distinguished with the due care as a good administrator.

In the event that the proviso in the Paragraph 2 and any of the following circumstances are applicable to the Client and the Bank can prove its performance of due care as a good administrator, the said self-responsible amount for the fraudulent use shall not be subject to the preceding paragraph:

- (1) After the Client learns that the Debit card has been lost or stolen, the Client fails to notify the Bank immediately, or if the Client's Debit card has been lost or stolen but no notification has been made to the Bank after 20 days from the day the transaction details and bill notification for the current period have been sent.
- (2) The Client violates Paragraph 1, Article 7 of this Provision, and fails to sign on the Debit card that resulted in the fraudulent use by a third party.
- (3) The Client fails to submit the documents requested by the Bank, refuses to assist the investigation or other conducts in breach of good faith after undertaking the declaration of loss procedures for the Debit card.

16. If the Debit card had been lost or stolen and the Client took the procedures for declaration of loss and suspension of use in accordance with Article 15 of this Provision, or if the Visa ATM card cannot be used due to stains, de-gaussing, scratching or other reasons, the Bank may reissue a Debit card upon the Client's application.

If the Bank does not terminate this Provision in accordance with Article 20 hereof, upon the expiry of the validity period of the Debit card, the Bank shall renew and reissue a card for the Client to continue to use, but the Bank may refuse to renew and reissue the card to the Client when the Debit card function is terminated, suspended or becomes unavailable due to risk and security concerns, or the financial, consumption and repayment conditions of the Client. The Client may apply to the Bank for a general ATM card and agree to accept and perform the terms and conditions regarding the general ATM card under the Deposit Business Agreement.

Before the expiry of the validity period of the Debit card, if the Client has no intention to continue using the card, the Client must notify the Bank to terminate this Provision before the expiry of the validity period, or notify the Bank to terminate this

Provision within 7 days after receiving the renewed and reissued card with no need to explain the reasons or bear any fees or expenses, except for those who have already used the new card.

17. If the Bank claims the acceleration right under Article 20 of this Provision, the Bank may early repay all the Client's deposits (except for checking deposits) saved under the Bank or the Client's credit against the Bank, and use the early repaid amount to offset the Client's debt owed to the Bank. The Bank's expression of intention of predetermined offset shall take effect at the time of making debit to the account. Meanwhile, within the scope of the offset, the deposit book, certificate of deposit and other credit certificates issued by the Bank to the Client will be void. If the offset amount is insufficient to repay all debts owed by the Client to the Bank, such amount shall be offset in accordance with Articles 321 to 323 of the Civil Code. However, in the event that the order and method designated by the Bank are more favorable to the Client than Article 323 of the Civil Code, such designation shall prevail.
18. If there are any amendments, additions or deletions to this Provision, the Bank shall notify the Client thereof in writing or in a manner as permitted by laws and regulations, and if the Client does not make any objection within 7 days, the Client shall be deemed as recognizing the amendments, additions or deletions thereto. However, in the event of any change in the following matters, the Client shall be notified in writing within 60 days prior to such change, and the change, contents of the new and old terms and conditions shall be specified in writing in a prominent way; the Client shall be informed that the objections can be made before the change takes effect, and that if the Client does not object within such period, the Client shall be deemed as recognizing the amendment or addition or deletion thereof; the Client shall be informed that in the event of any objection, the Client shall notify the Bank to terminate the agreement within the aforesaid objection period:
 - (1) Increase of the annual fee, handling fee and interest rate charged to the Client, change of the calculation method of interests, and increase of all potential expenses to be borne by the Client.
 - (2) Ways of notifying the Bank when the Debit card is lost, stolen or destroyed.
 - (3) Rights and obligations arising following the third party's unauthorized use of the Client's Debit card.
 - (4) Procedures for handling doubtful transaction amounts of Debit card.
 - (5) Other matters provided by the competent authority.
19. If the Client has any of the following reasons, the Bank may temporarily suspend the Client's right to use the Debit card without prior notice:
 - (1) The Client violates Paragraph 1 of Article 2, Paragraph 2 or 4 of Article 5 under this Provision.
 - (2) The Client deliberately informs the third party of the way to identify the Client's identity.
 - (3) The Client uses the Debit card to obtain financing directly or indirectly from an institution that has not been approved by the competent authority or from a third party.
 - (4) The Client applies for settlement in accordance with the Bankruptcy Act, declaration of bankruptcy, reorganization of the company, is declared account rejection by the Taiwan Clearing House, suspends operations, or is in debt clearance.
 - (5) If the Client is the legal representative, agent or administrator of a legal person or unincorporated body which has been declared account rejection by the announcement of the Taiwan Clearing House.
 - (6) The Client has been sentenced to a fixed-term imprisonment or more or a declaration of confiscation of major property due to criminal offences.
 - (7) If the Client uses the Debit card improperly or the Bank has determined that the Client's account is suspected of improper use, the Bank may stop or terminate the Client's use of the card at any time, and withdraw the Visa ATM card for invalidation.
 - (8) In the event of any circumstance under Article 13 of i. Standard terms and conditions on ATM cards, (I) Special provisions of ATM cards, Section VI, Special provisions of deposits of this Agreement when the Client uses the Debit card (including but not limited to entering the chip password/cross-border password in error consecutively for 3 times) resulting in the card being locked or detained by the automatic service devices.

If the Client has any of the following circumstances, the Client's right to use the Debit card may be temporarily suspended upon the Bank's prior notice:

- (1) If the Client violates Paragraph 2, Article 2 of this Provision, and the Bank has notified but failed to reach the Client based on the contact address and telephone number provided upon the application.
- (2) The Client violates Article 4 of this Provision where the Client uses a Debit card for amounts exceeding the spending limit.
- (3) If the Client has insufficient deposit and the check is therefore dishonored, or if the Client is the legal representative, agent or administrator of a legal person or unincorporated group, where the legal person or unincorporated group has insufficient deposit and the check is therefore dishonored.
- (4) The Client is suspended by other card issuers from using the credit card or where the credit card or Debit card agreement is terminated by other card issuers.
- (5) The Client is subject to compulsory execution or provisional attachment, provisional injunction or other kinds of injunctions.
- (6) The Client has been sued due to other debt relationships, or has been investigated or prosecuted for being involved in any criminal act.
- (7) The Client postpones to repay other debts owed to the Bank or other financial institutions (including head offices and branches) or in the event of any delayed payment of principal or interest for other debts.
- (8) The Client is obligated to provide collaterals as agreed but fails to provide so.
- (9) Where the joint and several guarantor terminates the guarantee or where there are sufficient facts to prove that its/his/her credit has been degraded, and upon notification by the Bank to change or add the guarantor but failure to do so.

The Bank may restore the Client's right to use the Debit card if the reasons specified under Paragraph 1 or 2 no longer exist, or if the Bank agrees with the reason explained by the Client, or if the Client repays part of the amount or provides appropriate collaterals.

20. If the Client has any of the circumstances under Paragraph 1 of the preceding article or if this Provision is terminated, the Bank may, without any prior notice or peremptory call, at any time and immediately debit the spent amount from the account.

If the Client has any of the reasons in Paragraph 2 of the preceding article or if the Client dies and his/her heir declares to abandon the heirship, upon the prior notification or peremptory call from the Bank, the Bank may at any time and immediately debit the spent amount from the account.

The Client may notify the Bank to terminate this Provision at any time.

If the Client has the cause of Paragraph 1 or 2, or if the validity period of the Debit card expires, the Bank may notify the Client in writing to terminate this Provision.

When the Client terminates this Provision, the Client shall go to the business unit in person to make the termination effective.

If the Client's debit account agreement is terminated, this Provision shall also be terminated simultaneously.

After the termination of this Provision, the Client may no longer use the Debit card (including the situations where the validity of the card has not been expired).

21. If the Client terminates this Provision in accordance with Articles 16, 18 and 20 of this Provision, the Client shall personally return the Visa ATM card to the Bank for invalidation.
22. In case of any litigation involving this Provision, in addition that the jurisdiction of another court is conferred by the laws, the Client agrees that the Taiwan Taipei District Court shall be the jurisdiction court for the first instance. However, in the event of any special provision for exclusive jurisdiction under the laws, such provision shall prevail.
23. The Client agrees that with respect to the Bank's transaction account collection and payment business, processing business or other side business in relation to this Provision, if necessary, the Bank may engage an appropriate third party in accordance with the regulations or approvals of the competent authority or may cooperate with each credit card organization or any of its member institution to handle. When processing and using the Client's personal data, the third party shall still comply with the laws and regulations and keep confidentiality.

(II-1) Provisions of the Debit EasyCard

1. Definition of terms

- (1) "Debit EasyCard" refers to that the card issuer (i.e. Hua Nan Commercial Bank in this Provision) cooperates with the "EasyCard Corporation" to issue a card equipped with both the Visa ATM card and EasyCard function, where the Client may make deposits/ withdrawals with the password in an ATM through the designated NTD demand deposit account, and may also acquire goods, services or other benefits from the Merchants by signature while the payment will be debited to such account simultaneously (i.e. the debit card function). The function of the EasyCard is registered under the cardholder's name and it provides refund services in case of declaration of loss of the card. The Client shall agree the card issuer to provide basic personal data to the EasyCard Corporation prior to the issuance of the card so as to provide the relevant services to the Client.
- (2) "EasyCard" refers to the stored value card issued by EasyCard Corporation under the name of "EasyCard". The Client may, within the scope provided by laws and regulations, pay for the transportation, parking fees and other services or consumptions with the amount stored in the card.
- (3) "Autoload" refers to the agreement between the Client and the card issuer that the Client can use the online Autoload equipment (which only includes the EasyCard add value machine (AVM) and the small-cost terminal equipment currently; the offline devices in the MRT, Maokong Gondola, the Taiwan Railway and the parking lot are not equipped with the Autoload function, subject to the announcement on the EasyCard Corporation's website in the event of any amendments to the scope of use) to automatically add a certain amount to the EasyCard from the designated account for the Debit EasyCard, when the money is not enough to pay for the current consumption transaction or when the stored amount is less than NTD 100; the effect of the Autoload is the same as a smart pay transaction made by the Client's Debit card.
- (4) "Balance Transfer" refers to the settlement of balance for the "EasyCard" under the Debit EasyCard, and transfer the balance to the Client's designated account; if the balance is negative, the Client agrees to treat the negative amount as a general debit amount, which will be calculated into the Client's designated account and payable by the Client; the working time of the Balance Transfer is about 40 business days as from the day the card issuer receives the card returned by the Client or the expiration of the validity period of the card.
- (5) "Contracted Merchant" means an institution which enters into a written agreement with the EasyCard Corporation to allow the Client to use the EasyCard to pay for products and service consideration, various payments of government agencies and other payments as approved by the competent authority.

2. Use of EasyCards

(1) Activation

The EasyCard function of the Debit EasyCard can be used without activation. The available amount of a new/renewed/reissued Debit EasyCard is zero. If the Client intends to use the Autoload service, the Client shall first activate the debit card and enable the Autoload function. If the Client uses the EasyCard function of the Debit EasyCard without completing the debit card activation process, the Client shall still be liable for the relevant bills arising from the autoload of the debit card. Once the Autoload function is activated, the Client can no longer request to disable this function.

(2) Scope of use

The function of the EasyCard is provided by the EasyCard Corporation. The Client may use the value stored in the card for consumption specified in the "Terms and Conditions on the EasyCard" of the EasyCard Corporation or the scope of use as posted by the EasyCard Corporation. Please refer to the website at: www.easycard.com.tw.

(3) Value adding method and amount

A. Autoload:

The Debit EasyCard with the activated Autoload function can be used for smart pays. The Client can use the online Autoload equipment (which only includes the EasyCard add value machine (AVM) and the small-cost terminal equipment currently; the offline devices in the MRT, Maokong Gondola, the Taiwan Railway and the parking lot are not equipped with the Autoload function, subject to the announcement on the EasyCard Corporation's website in the event of any amendments to the scope of use) to automatically add NTD 500 or any multiple amount of NTD 500 to the EasyCard from the designated account for the Debit EasyCard when the stored money is not enough to

pay for the subject consumption transaction or when the stored amount is less than NTD 100. The scope, amount and limit of the Autoload shall be in accordance with the requirements of the laws and regulations, and the standards set by and the latest announcements of the EasyCard Corporation and the card issuer. The use of Autoload is free of charge.

B. Other value adding methods:

The value adding may be processed in accordance with the "Terms and Conditions on the EasyCard" of the EasyCard Corporation or the methods as announced on the official website of the EasyCard Corporation.

- (4) Validity period of the card: The validity period of the EasyCard is the same as the Debit card. When the validity period of the Debit EasyCard expires, the EasyCard function and the Autoload function will be terminated accordingly.
- (5) The balance stored in the EasyCard is not subject to interest accumulation and will be fully entrusted by the EasyCard Corporation so as to protect the rights and interests of the Client.
- (6) Non-transferability of the balance stored in the EasyCard: If the Debit card is renewed and issued upon expiration or reissued after being ruined, the balance stored in the EasyCard cannot be transferred to the renewed and issued card or the reissued card, and may only be processed in accordance with the "Balance Transfer" procedures.

3. Being lost, stolen or otherwise lost of possession of the Debit EasyCard

- (1) The Debit EasyCard is a property of the card issuer and the Client shall use and safekeep the card with due care as a good administrator to prevent the card from being lost, stolen, fraudulently acquired, destroyed or possessed by a third party, and shall also prevent others from knowing the relevant information of the Client's card.
- (2) If the Debit EasyCard is lost, stolen or otherwise lost of possession (hereinafter referred to as being lost), the Client shall notify the card issuer as soon as possible to proceed with procedures for declaration of loss and suspension of use for the Debit card and shall pay the handling fee for declaration of loss and suspension of use at NTD 200 where the function of EasyCard will be suspended. The relevant rights and obligations regarding the declaration of loss and suspension of use and the self-responsible amount shall be conducted in accordance with the "Provisions of the Debit card" under Section VI (II) of this Agreement.
- (3) Any loss resulted from the fraudulent use of Autoload from 24 hours prior to the completion of the declaration of loss procedure set forth in the preceding paragraph to 3 hours after the completion of the declaration of loss procedure of the Debit EasyCard shall be borne by the card issuer; and any loss resulted from the fraudulent use of the debit function of EasyCard after 3 hours from the completion of the declaration of loss procedure shall be borne by the Client; within 40 business days following the completion of the declaration of loss procedure, the stored balance will, based on the stored balance in the system record of the EasyCard Corporation 3 hours after the loss reporting and after deducting the amount of the fraudulent use of Autoload borne by the card issuer (such amount will be returned to the card issuer), be returned to the designated account of the Client, provided that there is still any remaining balance. However, if the stored balance in the system record of the EasyCard Corporation 3 hours after the loss reporting is negative, no matter whether the Autoload function is activated, the Client agrees to treat the negative amount as a general consumption amount, which will be calculated into the Client's designated account and payable by the Client.

4. Reissuance, replacement, renew and issuance upon expiration, and suspension of the Debit EasyCard

- (1) In case the Debit EasyCard is lost, the card issuer may, upon the Client's application, reissue a card which has the same function but with zero balance in the EasyCard to the Client.
- (2) If the Debit Easy Card is damaged, degaussed, scratched, destroyed, malfunctioned or for other reasons unusable, the Client may apply for the reissuance of a new card, the Client shall cut up the old card and return the card to the card issuer. The balance of the EasyCard under the reissued card will be zero. The balance stored in the old EasyCard will be subject to "Balance Transfer" after the card issuer receives the card. In the event of reissuance due to being destroyed, the card issuer will charge a processing fee at NTD 50.
- (3) Upon the expiry of validity period of the Debit EasyCard, the EasyCard will no longer be available and the Autoload function will be terminated accordingly. Other than any circumstances that cause the Debit EasyCard agreement to be terminated, the card issuer agrees to renew and issue a new card with the same functions and zero balance under the EasyCard to the Client for use. The balance stored in the old EasyCard will be subject to "Balance Transfer" after the expiration date of the card.
- (4) When the Debit EasyCard is disabled, the Client shall cut up the card and return the card to the card issuer for "Balance Transfer".

- (5) If the Client fails to return the card to the card issuer in accordance with this provision, the Client shall still be liable for debit transactions and automatic additions after the "balance transfer" operation.

5. Disabling EasyCard functions and handling balance under EasyCard

If the Client tends to terminate EasyCard functions during the validity period of the Debit EasyCard, and the Client may apply for the full refund of the balance stored in the EasyCard by any of the following means. Once the card and balance are returned, the EasyCard function and Autoload function cannot be used again, provided that the Debit card is still valid:

- (1) Bringing the card and personal ID documents to the EasyCard service center to apply for card return and the balance of the EasyCard will be returned in cash while a service fee for the termination of agreement will be charged.
- (2) Using the add value machine (AVM) at each Taipei MRT station or FamiPort of FamilyMart for the card return, which will then be handed over to the card issuer for "Balance Transfer".

6. Handling of controversies in transaction records and stored balance in the EasyCard

- (1) The Client may place the card on the "EasyCard enquiry machine" or visit the enquiry center at each MRT station to check the balance of the EasyCard and the last six (6) transaction records of the card. For any questions regarding the transactions of the EasyCard, the Client may contact the EasyCard Corporation's customer service line: 412-8880 (for mobile phone or Kinmen and Matsu areas, please dial 02-412-8880).
- (2) The card issuer shall display the date and amount of the Debit EasyCard's Autoload in the deposit book and the account statement of the Client's Debit card.
- (3) If the Client has any doubts about the balance of the abovementioned transactions records, the Client may request the Bank for verification, with the documents required by the card issuer within 60 calendar days after the transaction.

7. Cause of termination for the Debit EasyCard

For any of the following circumstances or other violations of this Provision, the card issuer and the EasyCard Corporation may suspend or terminate the Client's use of the EasyCard, where the Autoload function will also be terminated accordingly:

- (1) The Client uses the Debit EasyCard to consume or trade for illegal products or services within the operating scope of the "EasyCard" and the place designated by the Contracted Merchant or the card issuer.
- (2) The Client and a third party or a Contracted Merchant counterfeits the transaction, conspire to defraud, or to exchange for money, financing or to obtain illegal benefits in any way.
- (3) The Client violates the "Provisions for the Visa ATM card" under Section VI (II) of this Agreement or in the event of being suspended from using the Debit EasyCard, termination of the agreement, or compulsory suspension of the card by the card issuer.

8. Handling of expenses payable

The handling fees, service charges and other fees payable by the Client under this Provision shall be included in the account payable and be charged to the Client's Debit card.

However, when the Client applies for the termination of agreement or written transaction records to the EasyCard Corporation, the EasyCard Corporation may charge service fees to the Client or debit such fees from the stored balance of the EasyCard. The service charges shall be handled in accordance with the "Terms and Conditions on the EasyCard" of the EasyCard Corporation.

9. Provisions for the annual fee

Annual fee is NTD 500 for the Debit EasyCard, which is waived for the first year. If three (3) transactions or more are made in the first year by using the card, the annual fee will be waived for the following year, and the waiving standards of annual fees for the subsequent years will also be the same. The card issuer may adjust the above fee standards at any time, which shall be publicly disclosed on the Bank's business premises or website in a prominent way.

10. Agreement on personal data for the Debit EasyCard

The Client agrees to provide his/her basic personal information (the name, ID number, birthday, telephone, address, email) to the EasyCard Corporation for using the registered Debit EasyCard. The Client acknowledges that the EasyCard Corporation has specified matters to be informed at the website: www.easycard.com.tw, and in case of any doubt, the Client may call the EasyCard service line 412-8880 for inquiries.

11. Other provisions

- (1) The Client agrees that matters regarding use of the EasyCard under the Debit EasyCard not provided under this Provision shall be conducted in accordance with the most updated versions of the "Terms and Conditions on the EasyCard" and "Specification for the Use of an EasyCard" as announced on the official website (www.easycard.com.tw) of the EasyCard Corporation.
- (2) The Client agrees that matters regarding the Debit card under the Debit EasyCard not provided hereunder shall be conducted in accordance with the "Provisions of the Debit card" under Section VI (II) of this Agreement.

(II-2) Provisions of electronic billing services

The Client applies for the Bank's electronic billing service (the "Service") for the Debit card, and is willing to comply with and agree to the following provisions in respect of the Service:

- (1) After the Client successfully applies for the Service, the Bank will send both the physical bill and the electronic bill of the Debit Card for the first time after the application; the physical bill will no longer be sent afterwards, and the Client shall pay attention to whether the electronic bill has been received; if not received, the Client shall notify the Bank as soon as possible so as to avoid any damage to its/his/her rights.**
- (2) The electronic billing of the Debit Card is deemed to be delivered by the Bank once being sent to the email box designated by the Client, with the same effect as the delivery of a physical bill. The Client may not claim the invalidity of delivery simply because the delivery is not made in writing.**
- (3) If the Client applies with the Bank for the electronic bills for both a credit card and Debit Card at the same time, the Client agrees to use the same email box as the designated email box for delivery, which the electronic bills of the credit card/ Debit Card will be sent to. In order to protect the rights and interests of the Client, please confirm whether the email box is regular, valid and available.**
- (4) An electronic bill of the Debit Card is the same as physical bill, which will only be sent to the cardholder, and is therefore not available to the additional cardholder(s).**
- (5) After the Client successfully applied for the Service, the current valid credit card bills and the bills of any new credit card applied for in the future will be provided by electronic bills. If the Client checks "I agree to apply for electronic bills" option in another credit card application with the Bank where a new email address is provided, it will be deemed as a change to the email address. If the Client applies for electronic bills of the credit card and Debit Card at the same time, such change will apply to delivery of the electronic bills for the credit card and Debit Card at the same time.**
- (6) If the electronic bill delivery fails due to reasons not attributable to the Bank (including, but not limited to, the wrong email address provided, change or cancellation of the email mailbox without any notification made to the Bank, systematic malfunctions of the designated email mailbox), the delivery will be deemed to have been made at the time the Bank's host computer sends out the bill. The Client shall be solely responsible for any penalties, revolving interests or other losses and damages arising from the wrong email address provided by the Client, or failure to actively notify the Bank of any changes to the email address, which shall have nothing to do with the Bank.**
- (7) If the Client fails to receive the electronic bills of Debit Card from the Bank since the procedures regarding the change of the email address is not completed or for any other reasons, the Client shall actively inquire with the Bank, and may not refuse to pay by claiming that the electronic bill of the Debit Card is not received; the Client shall be solely responsible for any damages arising therefrom. The Bank will still use the email address last registered by the Client as the address for sending electronic bills.**

- (8) If the Client has any doubts about the content provided in the electronic bill of the Debit Card, the Client shall contact the Bank as soon as possible, and the Bank will act accordingly based on the actual transaction records on its host computer.
- (9) The Client may terminate the Service at any time, and once being terminated, physical bills will be sent on an ongoing basis. Once the Client terminates the Debit Card agreement with the Bank, the Service will be automatically terminated accordingly.
- (10) In the event of any improper or illegal use by the Client, the Bank has the right to suspend or terminate the Client's right to use the Service without any prior notice.
- (11) In any of the following situations, the Bank has the right to stop or temporarily suspend the Service. The Service will be restored after relevant equipment has been repaired by the Bank. If the cause to stop or temporarily suspend the Service is predictable by the Bank, the Bank will notify the Client in advance so as to protect the Client's rights and interests from being affected.

A. When performing necessary maintenance on the system equipment for the Service.

B. Accidental failure of the system equipment or failures or malfunctions of the systematic hardware and software equipment of a vendor in cooperation with the Bank.

C. When the Bank cannot provide the Service due to force majeure such as natural disasters.

- (12) The Bank reserves the right to amend this Provision, and following the amendment, the Bank shall make announcements on its website and use the Service to notify the Client. If the Client continues to use the Service without making any objections, it is deemed that the Client has understood and agreed to accept the amendments thereto; if the Client does not agree with the amendments, the Client may apply for termination of the Service.
- (13) The Client agrees to comply with the applicable laws and regulations of the Republic of China and all customs regarding the use of internet, and shall not have any intention or act to invade or disrupt the regular operation of other online systems, hosts, and servers, and neither shall engage in any act on the internet which will violate the public order, boni mores, and any act as prohibited by laws.
- (14) For any disputes between the Client and the Bank arising from the use of the Service, it is agreed that the Taiwan Taipei District Court shall have the jurisdiction for the first instance, provided that in the event of any special provision for exclusive jurisdiction under the laws, such provision shall prevail.

(III) Provisions of telephone voice banking service: (Note: only for depositors with local business units)

The telephone voice service includes telephone voice inquiry, fax, and voice account transfer for NTD and foreign exchange (if the outward and inward account are both NTD accounts, it shall be the NTD telephone voice service; if any of the outward or inward account is a foreign exchange account, it shall be the foreign exchange telephone voice service):

i. Common terms for the telephone voice services

1. Before using the service for the first time, the Client shall change the initial value of "use password" and "transfer password" provided in the password notice to the new passwords so as to officially execute the transactions.
2. The Client shall be responsible for keeping the updated voice "use password" and "transfer password" confidential to ensure the security of the deposit. When there is a likelihood that the password might be leaked, the Client shall update the password at any time by using the "change password" function under the service. The Bank is not responsible for any disputes arising from password leakage, save insofar as the password leakage can be attributable to the Bank.
3. The deposit balance provided in the voice inquiry or fax is the available deposit balance of the service account that the Client applies with the Bank, and in case of any inconsistency, the amount recorded in the account of the Bank shall prevail. However, if after checking the transaction records submitted by the Bank, the recordation by the Bank is indeed incorrect, which has been verified as true by the Bank, the Bank shall correct immediately.

4. The Client's use of the telephone voice account transfer service refers to the Client's use of the Bank's telephone voice service system, with the voice "use password" and "transfer password" selected by the Client, by means of telephone instructions, to withdraw the money in the designated account and transfer to the designated deposit account, or convert the foreign exchange demand deposit into foreign exchange time deposit under the designated account (the "conversion"). Withdrawal (or conversion) of this account transfer transaction is conducted by making the registry without a deposit book, which has the same effect as the transaction made by the deposit book and the authorized specimen seal.
5. For all account transfer or conversion transactions conducted by voice and password, no matter whether authorized by the Client or not, the Bank may treat such instructions as the valid instructions given by the Client.
6. In order to protect the rights and interests of the Client, when the input of "transfer password" is incorrect for four (4) consecutive times, the telephone voice account transfer service will be automatically suspended. The Client shall go to the Bank in person to apply for the account transfer service again.
7. **When the Client uses voice account transfer, the account numbers to be transferred out and in shall be designated by the Client in advance in the application form (foreign exchange voice service is currently limited to the account transfer between the Bank's domestic branches, excluding inter-bank account transfers), and the Bank is not responsible for confirming the accuracy of the designated account or the account name.**
8. Each time the Client uses the voice account transfer to make the transfer, the password, account number and amount entered into shall first be verified by the Client before clicking on the transfer button to be transferred into the designated account. Once the button is clicked, the transaction is completed, and the Client may not request the Bank to make any corrections or claim for return.
9. The Client is solely responsible for any losses incurred from remittance into a wrong account or a wrong designated account due to the Client's operational errors when using the voice account transfer, which shall have nothing to do with the Bank.
10. After completing the voice account transfer transaction, the Client may use voice inquiry or fax to inquire the transaction details or may visit the Bank to update the entry of the deposit book so as to confirm whether the account transfer transaction is successful. In addition, the Bank will periodically send bank statements to the Client for verification. If the Client has any doubts about the content of the account transfer, the Client shall inquire with the Bank within seven (7) business days from the date of receiving the bank statement; the Bank's account record is assumed to be correct if the inquiry is not made in time.
11. In the event that the Client applies for the transaction details by fax, the Bank shall not be responsible for any disclosure incurred during the fax process.
12. The standard of handling fee payable by the Client for using the fax services will be subject to the Bank's provisions. The above fees may be adjusted at any time by the Bank as necessary, but shall be publicly disclosed on the Bank's business premises or website in a prominent manner. The Bank may suspend or terminate the fax services to the Client at any time when the Bank deems necessary based on objective and specific facts, and the Client shall not have any objections thereto.
13. **When the Client uses the voice account transfer to make transfer into the checking deposit account, the account transfer procedures must be completed before the end of business hours, and the Client is solely responsible for any dishonor of bills caused by any delays thereof.**
14. After applying for the voice account transfer service, if the Client would like to add, delete or cancel the original designated inward transfer account, the Client shall fill out the application form and personally sign or affix the authorized specimen seal, and it will only take effect after the procedures of the addition, deletion, or cancellation of the designated inward transfer account of the Bank have been completed. The Client acknowledges the validity of all voice account transfer transactions in accordance with the original agreement before completing the procedures of the addition, deletion, or cancellation of the designated inward transfer account.
15. In the event that the Client applies for automatic renewal of the Client's own certificate of deposit savings by voice, such application shall have the same effect as filling out the application form with the original specimen seal affixed thereto. The times of automatic renewals, the interest rate for the renewal and overdue renewals shall be handled in accordance with the Bank's provisions.
16. If the Client makes the scheduled account transfer before 3:30 pm on a business day, the account transfer transaction within 6 months (or in equivalent days) following the next day may be scheduled; if the scheduled account transfer is made after 3:30 pm of a business day, the account transfer transaction within 6 months (or in equivalent days) following the day after the next day may be scheduled. However, the scheduled effective date must be a business day of the Bank.
 - (1) The Client agrees to deposit sufficient amount into the designated outward transfer account one (1) business day before the scheduled effective date, so as to complete the scheduled account transfer transaction.

- (2) On the account transfer day following the schedule made by the Client, the account transfer transaction will be automatically cancelled in case of insufficient deposit or the deposit amount being reserved or seized, without any further notifications from the Bank.
- (3) If the Client would like to cancel the voice scheduled account transfer transaction, the cancellation shall be made no later than 3:30 pm one (1) day prior to the scheduled effective date.
- (4) **After the Client executes the voice scheduled account transfer transaction, if there are subsequent changes to the "use password" and "transfer password", such changes will not affect the effectiveness of the scheduled account transfer transactions made by using the old passwords prior to such changes, unless the Client and the Bank agree otherwise.**
- (5) **In the event of the Client's settlement, deposit transfer, termination of the voice account transfer service or cancellation of an inward transfer account of any third party, the original scheduled account transfer transaction will also be automatically cancelled simultaneously.**

17. In the event of information system failures or interruptions of wire connections, the Client agrees that the Bank may temporarily suspend this service.

18. The Client may terminate this Provision at any time, but shall fill out the application form and affix the original specimen seal to apply with the Bank or to use the "change password" function under this service, so as to reset the voice "use password" and "transfer password" to the initial value "9999".

ii. NTD telephone voice service:

1. Cut-off point for transaction accounting: From Monday to Friday, the cut-off point for accounting is set at 3:30 pm. Accounting for transactions after the cut-off point of accounting and transactions made in non-business days will all be processed at the next business day. Whether the transaction is overtime or not will be subject to the time when the Bank receives the file or information.
2. **When the Client uses voice account transfer to transfer into a third party's NTD account with the Bank, the limit for each transfer is NTD 3 million, and when transferring into the interbank account of the transferer or a third party, the limit for each transfer is NTD 2 million. Unless otherwise agreed, the daily transaction limit, including the amount made by voice account transfer and other automatic service devices, is NTD 3 million.**
3. When the Client uses telephone voice interbank account transfer, **a handling fee at NTD 15 shall be charged each time.**
4. The Client agrees to the limits provided in the preceding two paragraphs on the cumulative amount and times of the voice account transfers as well as the calculation and charging standards of the handling fee, subject to the Bank's adjustment from time to time, if necessary, but such adjustment shall be publicly disclosed in the business premise or website in a prominent way.
5. When the Client uses "voice account transfer" to transfer the demand deposit under the NTD comprehensive deposit into a time deposit, the minimum transaction amount is NTD 10,000.

iii. Foreign exchange telephone voice services

1. The scope of foreign exchange account transfer and conversion transaction herein are limited to:
 - (1) Transfer of the funds from the foreign exchange demand deposit account to the Bank's foreign exchange demand deposit account with the same or different account names with the Bank (in the event of an internal account transfer or inter-account account transfer between demand deposits, it can be transferred into the demand deposit account in the same or different currency, but only instant account transfer transactions in the same currency would be available for RMB).
 - (2) Transfer of the funds from the foreign exchange demand deposit account to the Bank's NTD deposit account with the same account name (which is settlement of a foreign exchange sale).
 - (3) Transfer of the funds from the NTD demand deposit account to the Bank's foreign exchange demand deposit account with the same account name, or transfer to the foreign exchange time deposit under a single (multiple) currency foreign exchange demand/time passbook deposit account with the same account name (which is settlement of a foreign exchange purchase or purchase of a time deposit for foreign exchange).
 - (4) Conversions among different currencies within the same account of the Client (which is a currency conversion) under the multi-currency foreign exchange demand/time passbook deposits by the Client.

- (5) Conversion of foreign exchange demand deposits into foreign exchange time deposits under the single/multi-currency foreign exchange demand/time passbook deposit account, available only for the same account name (which is the conversion between demand deposit and time deposit under the same or different currencies).
- (6) Scheduled transactions for the foreign exchange account transfer services provided in the preceding 5 paragraphs. However, the scheduling is not available for those required to fill in the application form in accordance with the regulations of the Central Bank for settlement of purchase and sale of foreign exchange, settlement of a foreign exchange time deposit purchase, and the conversion between demand and time deposits in different currencies.
- (7) Handling the Client's applications for automatic renewal, cancellation of automatic renewal, early termination, or termination upon expiration for the Client's own foreign exchange time deposits (excluding foreign exchange certificate of deposit savings).

2. Service time for the telephone voice account transfer:

- (1) In cooperation with the Bank's business hours for listing the interest rate and exchange rate, the service hours for the voice account transfer and the voice conversion between foreign exchange demand deposit and time deposit among different currencies are: 9:30 am (or after the Bank's listing of the exchange rate on such day) to 3:30 pm, Monday to Friday, and the inward transferred amount can be withdrawn by the Client or become effective on the same day.
- (2) Account transfers between foreign currency demand deposits and conversion between foreign exchange time deposits and demand deposits in the same currency may be handled by 24-hour voice services, but voice account transfers outside the Bank's normal business hours will be the accounting for the next business day, and the inward account transferred amount may only be available to the Client on the voice system prior to the next business day; the voice account transfer during business hours belonged to the accounting of that day, and the inward transferred amount can be withdrawn and used by the Client on the same day.
- (3) Before the expiration date of the Client's own foreign exchange time deposit, the Client may use the 24-hour voice services to apply for automatic renewal or cancel the automatic renewal. If the original deposit period is one (1) month or more, the Client can also use 24-hour voice services to handle automatic renewal application after the expiration date.

3. To use this service for the settlement of purchase/ sale of, and foreign exchange account transfers in 13 various currencies including USD, Japanese yen, Hong Kong dollars, Euros, British pounds, Australian dollars, Canadian dollars, Singapore dollars, New Zealand dollars, Swiss francs, South African dollars, Swedish dollars and Thai baht, a preferential exchange rate may be applicable (based on the spot purchase (sale) foreign exchange rate posted at the time when the Client's transaction is accepted as the conversion basis, subject to plus (minus) adjustments); account transfer transactions in other currencies are subject to the spot exchange rate posted by the Bank at the time of account transfer; for scheduled account transfer transactions, the exchange rate is subject to the last spot exchange rate posted by the Bank on the business day immediately prior to the designated trading day. If the designated trading day is not the Bank's business day, it will be postponed to be effective on the next business day. In the event of tremendous fluctuations of the exchange rate in the foreign exchange market, the Bank may suspend the telephone voice account transfer (or conversion) services in different currencies according to the Bank's actual needs.

4. When the Client uses voice to handle the conversion between foreign exchange demand and time deposits in the same or different currencies, and the settlement of foreign exchange time deposit purchase (except for RMB), the minimum deposit amount of the foreign exchange time deposit shall be in line with the minimum amount for opening the deposits under each currency under Article 2(2) of Section (I) "Provisions of domestic foreign exchange demand/ time deposit book savings", Chapter V. "Special provisions of foreign exchange demand / time deposit book savings"; the time deposit interest rate is based on the interest rate of the foreign exchange posted by the Bank at the time of conversion, while the interests are accrued at a fixed interest rate on simple interest basis starting from the day of conversion by voice. The exchange rate of account transfers for conversions of demand/time deposits among different currencies shall be subject to the provisions of foreign exchange account transfers as provided in the preceding Article. The conversion of demand/ time deposits among different currencies and the settlement of time deposits purchase of foreign exchange may only be completed within the service time and no scheduled transactions will be available.

5. Other provisions:

- (1) An individual to apply for foreign exchange telephone voice service shall be limited to an individual who has domestic residence with a national identity card, a residence permit in Taiwan, or an alien residence certificate (with validity period of one (1) year or more). For individuals who is a minor, their daily accumulated settlement amount for foreign exchange purchase or sale with the Bank (including over-the-counter transactions, online banking, and other electronic services) shall be less than NTD 500,000.

- (2) For the same outward transfer foreign currency account, the limit on the transfer amount into the designated third party's foreign currency account by voice account transfer each day and each time shall be limited to the equivalence of USD 300,000. In case of transferring into the Client's own account, regardless of whether it involves any account transfer between the NTD account and the foreign exchange account, the transfer amount for each day and each time (including conversions) is unlimited, but the cumulative amount for settlement of purchase and sale within one (1) year shall not exceed the maximum limit prescribed by the Central Bank.
 - (3) When the Client uses voice to handle the account transfer of foreign exchanges deposits in different currencies, and the settlement of foreign exchange purchase and sale, etc., and the foreign currency amount in each transaction does not reach the equivalence of USD 100, the cumulative times of transactions is limited to ten (10) times each day; if the equivalence of USD 10 is not reached, the cumulative times of settlement of purchase and sale, as well as account transfers in different currencies are limited to five (5) times each month.
 - (4) When the Client uses this service to make account transfers involving the settlement of foreign exchange purchase and sale, a report shall be filed in accordance with the applicable laws and regulations, such as the "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions" prescribed by the Central Bank.
 - (5) If the amount of settlement of foreign exchange purchase and sale reaches the reporting amount of each foreign exchange settlement as provided in the Central Bank's "Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions", the Client must first submit the "Declaration Statement of Foreign Exchange Receipts and Disbursements or Transactions" to the Bank (in the event of foreign exchange settlement with a large amount, the Client shall follow the Central Bank's regulations to present the supporting documents related to the settlement of the foreign exchange at the same time), and after the Bank verifies that the accumulated foreign exchange settlement amount for the year has not exceeded the amount prescribed by the aforesaid Regulation with a telephone call for confirmation, the voice account transfer will be available then. In addition, the executable transaction confirmed by the Bank must be executed on the same day, and will be voided the next day. Those who need to fill in the declaration form in accordance with the regulations of the Central Bank for the settlement of purchase and sale of foreign exchange are not allowed to make a scheduled account transfer.
 - (6) When the Client uses the voice fax transaction statements, the inquiry content is limited to the part under voice transactions which has not been registered onto the bank deposit book. The inquiry period is limited to 30 days before the inquiry date (including the inquiry date). For example, the applicant may inquire the details of the voice transaction on August 31 for the period from August 2 to August 31.
 - (7) When using the voice account transfer or conversion, regardless of NTD or foreign currency, the outward transferred amount is only accepted to the "dollar", but for account transfers in different currencies, the calculation of the inward transferred amount will be rounded off to the nearest NTD "dollar"; save for JPY which is rounded off to the nearest "Yen", other foreign currency will be rounded off to the second decimal place.
6. The outward transfer account agreed for the voice account transfer (or the designated account for voice conversion of the foreign exchange demand deposit into the foreign exchange time deposit) must bear the same account name as the applicant, and shall be a foreign exchange demand deposit account and single/ multi-currency foreign exchange demand/time passbook deposit account, or NTD passbook deposit account (excluding checking deposit, and is only applicable to the demand deposit/demand savings deposit under the comprehensive deposit account).
 7. When the Client applies for voice account transfer services, it is deemed that the Client also applies for voice conversion services at the same time. If the Client only intends to apply for the conversion services under the same account, it is not necessary to designate the inward transfer account.

(IV) Service provisions for online banking business:

Preamble. Precautions for using online banking

- A. The Client shall not use online banking services when using wireless Internet access.
 - B. Unless necessary, the Client shall not use online banking services through public computers.
 - C. Before the Client uses online banking, please confirm it is the correct website address for online banking (personal account: <https://netbank.hncb.com.tw>, corporate account: <https://ibank.hncb.com.tw>) and there is a small key icon on the webpage. **The Client can repeatedly click on the small key icon to confirm that it is a valid Certificate issued by the certificate authority (CA) to the Bank's "netbank.hncb.com.tw" or "ibank.hncb.com.tw" so as to ensure that the Client enters the correct website of the Bank before starting to use online banking services.**
 - D. The password set by the Client should not be the same as the explicit personal information (such as birthday, identity card, car number, phone number, account number and related data number).
 - E. The Client must be obliged to keep confidential the relevant information and passwords for online banking login at any time and shall refrain from informing anyone of the password, including any self-proclaimed bank representatives, bank employees or authorized persons, and shall not send such information by e-mail or other similar electronic transmission methods (including communication softwares such as MSN, Skype, etc.); the Client shall not use the same password for other services (including the use of login passwords for joining the online membership or use on other websites).
 - F. The Client shall not leave the computer when using online banking services.
 - G. After the Client completes the operation, please log out of the online banking service immediately.
 - H. After receiving the notification of the online banking transaction result, the Client shall check the correctness as soon as possible. If the Client finds or suspects that the online banking account and password are used by others without authorization, please notify the Bank immediately by telephone or by other means agreed upon.
 - I. The Client understands that failure to implement any of the above precautions may result in security breaches and loss.
- ✘The Client has read and understood the above "Precautions for using online banking", and will abide by the precautions every time when using the online banking.**

1. Bank information

- (1) Bank name: Hua Nan Commercial Bank
- (2) Complaint hotline: 0800-231710; 0800-231719
- (3) Customer service line: (02)2181-0101
- (4) Official website: <http://www.hncb.com.tw>
- (5) Address of head office: No. 123 Songren Road, Taipei City
- (6) Fax number: (02)2542-9933
- (7) Email address of the Bank: <http://www.hncb.com.tw/others/contact.shtml>

2. Applicable scope of this Provision

This Provision is the general and common provision for online banking services, and this Provision shall prevail unless otherwise stipulated in another individual agreement.

The provisions prescribed in the individual agreement shall not contradict with this Provision. However, if the provisions prescribed in the individual agreement is more favorable to the Client, the individual agreement shall prevail.

If there is any doubt about this Provision, the interpretation in favor of the Client shall prevail.

3. Terms and definitions

- (1) "Online Banking Business": refers to that the Client connects to the Bank's computer systems for various financial services provided by the Bank via the network of the Client's computer or mobile devices, without the needs to go to the Bank's counter in person.

- (2) "Electronic Documents" : refers to words, sounds, pictures, images, symbols or other information transmitted via the network by the Bank or the Client, which are records capable of presenting its intention but not directly recognizable by electronic means or by human senses, for the purpose of electronic processing.
- (3) "Digital Signature": refers to turning an Electronic Document into a digital data in certain length by mathematical algorithm or by other means, and then to create an electronic signature by encrypting with the signatory's Private Key on such digital data, which can be verified by a Public Key.
- (4) "Certificate": refers to an electronic certificate containing the verification information of the signature to confirm the signatory's identity and qualification.
- (5) "Private Key": refers to the digital data with a pairing relation which is kept by the signatory for generating the Digital Signature.
- (6) "Public Key": refers to the digital data with a pairing relation which is publicly disclosed for verifying the Digital Signature.
- (7) "SSL (Secure Socket Layer)": refers to the data transmission using the SSL protocol on the Internet, to ensure the confidentiality and integrity of the messages.

The transactional mechanism regarding the SSL shall be governed by the regulations provided by the competent authorities.

- (8) "One Time Password (OTP)": refers to a password valid only for once.

By using the OTP Reader to combine the ATM card with the OTP function (for example: general ATM card, financial credit card, and etc.), after the cardholder passes the verification after entering the "chip password", different 8-digit transaction verification code can be generated for each time and will be valid for only once, which may serve as the password for the Client to make transactions.

- (9) "ATM Card Master Account": When the Client applies for the OTP mechanism, the Client shall designate the ATM Card Master Account with the Bank for the Bank to verify the Client's identification information upon the Client's use of the OTP mechanism before making any financial transactions under the designated outward transfer account for online banking.

4. Confirmation on the webpage

The Client shall first confirm the correct website address for online banking before using the online banking services; for any questions, please contact the customer service hotline.

The Bank shall inform the Client about the risks of surroundings of the online banking application in a way that the general public can understand.

The Bank should maintain the correctness and security of the website through the exercise of due care as a good administrator, and always be aware of whether or not there is a forged website so as to prevent the Client from damages to its/his/her rights and benefits.

5. Service scope

The Bank shall specify the service scope provided and specified under this Provision on the online banking website and ensure the correctness of such information; the Bank's obligations to the Client shall not be less than the content posted on the website.

6. The Internet used for online connection

The Client and the Bank agree to use the Internet for the transfer and reception of Electronic Documents.

The Client and the Bank shall enter into an Internet service agreement with their own Internet service provider respectively in terms of the rights and obligations thereof, and shall each be responsible for their own expenses for using the Internet.

7. Reception and response of Electronic Documents

After receiving the Electronic Documents containing the Digital Signatures or the Electronic Documents agreed upon by the Client and the Bank for identity check, the Bank shall provide with the Client the webpage address which contains the important information in the Electronic Documents of the subject transaction for the Client's re-confirmation before immediate verification and processing; the Bank shall notify the Client about the verification and processing results by means agreed upon by both parties.

If the Bank or the Client receives any Electronic Document from each other which is unable to recognize the identity or the content, the Electronic Document will be deemed to have not been transmitted. However, if the Bank can determine the identity of the Client, the Bank shall immediately notify the Client that the content cannot be recognized by means agreed upon by both parties.

If the Electronic Document sent by the Client is not an Electronic Document that is required to be processed immediately on the sending date, the Client agrees that it will be subject to the situations agreed with the Bank at the time of sending.

8. Non-execution of Electronic Documents

In the event of any of the following situations, the Bank may choose not to execute any received Electronic Documents:

(1) It is suspicious with specific reasons for the truthfulness of the Electronic Document or the correctness of the specified matter.

(2) The Bank will violate applicable laws and regulations if the Bank processes the Electronic Documents.

(3) The Bank is unable to debit the fees payable from the Client's account due to reasons attributable to the Client.

If the Bank decides not to process the Electronic Documents in the preceding paragraph, the Bank shall simultaneously notify the Client about the situation of and reason for not processing the Electronic Documents by means agreed upon by both parties, and the Client may confirm with the Bank by means agreed upon by both parties after receiving the notice.

9. Time limit for Electronic Document exchange operations

The Electronic Documents are automatically processed by the Bank's computer system, and the Electronic Documents sent by the Client to the Bank may not be withdrawn after being sent to the Bank following the verification of the correctness of the content according to the re-confirmation mechanism provided by the Bank under Paragraph 1, Article 7. However, an unexpired scheduled transaction may be withdrawn or amended within the time limit set by the Bank.

If the Electronic Document has been sent to the Bank by internet and is under automatic processing in the Bank's computer after the Bank's business hours, the Bank shall immediately notify the Client by Electronic Documents that the transaction will be processed on the next business day or will be handled by other means as agreed upon.

10. Fees

The Client shall pay the service fee, handling fee and postal fee according to the agreed fee standard as from the date of using this service, and hereby authorizes the Bank to automatically debit such fees to the Client's account; the Bank shall not charge any fees not specified herein.

In case of any adjustment to the fee standards in the preceding paragraph, the Bank shall announce the contents in an obvious place on the Bank's website, and shall make the Client aware of the adjusted contents by means agreed upon by both parties (the "Notice").

If the adjustment in Paragraph 2 is an increase, the Bank shall provide the Client with an option to express whether the Client agrees to increase the fee on the webpage. If the Client does not agree before the effective date of the adjustment, the Bank will suspend the Client's use of part or all of the services of online banking from the effective date of the adjustment. If the Client agrees to the fee adjustment after the effective date of the adjustment, the Bank shall immediately resume the relevant services under the online banking agreements.

The announcements and notices of the Bank in the preceding paragraph shall be made sixty (60) days before the adjustment takes effect, and the effective date of the adjustment shall not be earlier than the start of the following year after the announcement and notice.

11. The Client's installation of software/hardware and risks

The Client shall install the required computer software and hardware, as well as other security related devices by itself/him/herself when applying for using the service. Any expenses required for the installation and risks shall be solely borne by the Client.

If the hardware and software equipment and related documents in Paragraph 1 hereof are provided by the Bank, the Bank agrees that the Client may only use them within the agreed service scope, and may not transfer, lend or deliver them to any third party by any means. The Bank shall also set out the minimum software and hardware requirements for this service on its website and the packaging of the hardware and software provided, and shall bear the risks of the hardware and software provided.

Upon the termination of this Agreement, the Bank may only request the return of the relevant equipment in the preceding paragraph to the extent that there is any special agreement between the parties.

12. Client's connection and responsibilities

If the Bank enters into any special agreement with the Client, necessary tests must be made prior to the connection.

The Client shall be responsible for the custody of the user code, password, Certificate and other tools provided by the Bank which is sufficient to recognize the identity.

When the Client wrongly enters the log-in password for online bank and transfer password for consecutively three (3) times or, in the event of OTP password, for consecutively five (5) times, the Bank's computer will automatically suspend the Client's use of this service. If the Client intends to resume the use, the Client shall proceed with the procedures of "Notification of Reapplication for Password" or "Unlock Password". If the Client enters the wrong chip password in the OTP Reader or chip card reader for consecutively three (3) times resulting in the lockup of the chip password, the Client shall proceed with the "Unlock" procedure for an ATM card.

13. Verification of transactions

After finishing processing each transaction instruction, the Bank shall notify the Client by Electronic Documents or means as agreed upon by both parties. The Client shall verify whether there is any error in the result. If there is any discrepancy, the Client shall, within forty-five (45) days from the date of completion of the use, notify the Bank to check by means as agreed upon by both parties.

The Bank shall send the transaction statement of the previous month to the Client each month by means as agreed upon by both parties (and will not be sent if there is no transaction in that month). If the Client considers that the transaction statement contains errors after verification, the Client shall notify the Bank by means as agreed upon by both parties to check within forty-five (45) days from the receiving date.

The Bank shall immediately investigate the Client's notice and notify the Client in writing of the situation or the result of the investigation within thirty (30) days from the day when the notice is delivered to the Bank.

14. Handling of errors in Electronic Documents

When the Client uses this service, in case of any error in the Electronic Documents which is not attributable to the Client, the Bank shall assist the Client to make corrections and provide other necessary assistance therefor.

In the event that an error occurs due to a cause attributable to the Bank, the Bank shall make corrections immediately upon its knowledge, and simultaneously notify the Client by Electronic Documents or by means as agreed upon by both parties.

When the Client uses this service and there is any error in the Electronic Document due to the causes attributable to the Client, in the event that such error is in the financial institution code, deposit account or amount applied for or operated by the Client for inward transfer, which results in wrongfully transferring to a third party's account or an error in the transfer amount, once the Client notifies the Bank, the Bank shall handle the following matters immediately:

- (1) To provide details of the transaction and relevant information in accordance with applicable laws and regulations.
- (2) To notify to the inward transfer bank for assistance.
- (3) To report the processing situations.

15. Due authorization and responsibility of Electronic Documents

The Bank and the Client shall ensure that the Electronic Documents sent to the counterparty are legally authorized.

If the Bank or Client discovers that there is any fraudulent use or misappropriation of the user code, password, Certificate, Private Key, or any other situation without legal authorization, the Client shall immediately notify the other party by the method agreed upon to stop using the service and take preventive measures accordingly.

Before accepting the notice in the preceding paragraph, the Bank shall be responsible for the effectiveness of the third party's use of the service, save for any of the following situations:

(1) The Bank can prove that the Client has any intention or negligence.

(2) More than forty-five (45) days have passed after the Bank notifies the transaction verification materials or bills by means agreed upon by both parties. However, if the Client has special reasons (such as long-distance travelling, hospitalization, etc.) and thus cannot be notified, the forty-five (45) days will be counted from the end of such special reason, except that the Bank has any intention or negligence.

The cost of investigation for the fact of any fraudulent use and misappropriation under Paragraph 2 hereof shall be borne by the Bank.

16. Security of information system

The Bank and the Client shall each ensure the security of the information system used so as to prevent illegal hacking, acquisition, tampering, or damage to business records or the Client's personal data.

For disputes arising from a third party's crack of protection measures of the Bank's information system or using the loopholes in the information system, the Bank shall bear the burden of proof for the non-existence of such fact.

The damage caused to the Client from a third person's intrusion of the Bank's information system shall be borne by the Bank.

17. Confidentiality obligations

Unless otherwise provided under the laws and regulations, the Bank shall ensure that the exchanged Electronic Documents where the Client's information is obtained for the use or execution of this service shall not be disclosed to any third party, nor may be used for purposes unrelated to this Provision, and when the Client agrees to inform a third party, the Bank shall cause such third party to comply with the confidentiality obligations under this Article.

If the third party in the preceding paragraph fails to comply with the confidentiality obligations thereof, it shall be deemed as a violation of the principal.

18. Liability for damages

If the Bank and the Client agree to send or receive Electronic Documents in accordance with this Provision, and in the event of any delays, omissions or errors due to reasons attributable to either party which results in the damages to the other party, such party shall be liable for the damages caused to the other party.

19. Retention of records

The Bank and the Client shall retain all records of Electronic Documents of transaction instructions and ensure their authenticity and integrity.

The Bank shall perform the duty of care as a good administrator with respect to the retention of records under the preceding paragraph. The retention period is five (5) years or more, but if other laws and regulations provide a longer period, such provision shall prevail.

20. Effect of Electronic Documents

The Bank and the Client agree to use Electronic Documents as the expression method. Electronic Documents exchanged in accordance with this Provision shall have the same effect as written documents, except that the laws and regulations exclude its application otherwise.

21. Termination of the Agreement by the Client

The Client may terminate this Provision at any time, provided that such termination shall be made in person, in writing or by other means as agreed upon by both parties.

22. Termination of the Agreement by the Bank

In the event of the termination of this Provision by the Bank, the Bank shall notify the Client in writing at least thirty (30) days prior to the termination date.

In the event of any of the following circumstances of the Client, the Bank may notify the Client to terminate this Provision at any time in writing or by means as agreed upon by both parties.

- (1) The Client assigns the rights and obligations hereunder to any third party without the Bank's consent.
- (2) The Client applies for declaration of bankruptcy in accordance with the Bankruptcy Act, or applies for discharge and liquidation procedures in accordance with the Consumer Debt Clearing Act.
- (3) The Client violates Articles 15 to 17 under this Provision.
- (4) The Client violates other provisions under this Provision, and fails to perform after being notified for correction or requested for performance within a certain period.

23. Other provisions

- (1) **Before using the service for the first time, the Client shall change the initial values of the "log-in password" and "SSL transfer password" of online banking specified in the password notice to a new password on the Bank's website so as to formally execute the transactions.**
- (2) The Client shall be responsible for keeping the updated "sign-in password" and "SSL transfer password" for online banking confidential so as to ensure the security of the deposit. When there is a likelihood that the password might be disclosed, the Client shall update the passwords on the Bank's website at any time.
- (3) When the Client uses this service by electronic Certificates, the Client agrees to comply with the specifications established by the Certificate Authority (CA) designated by the Bank.
- (4) The Client shall safekeep the electronic Certificate downloaded from the CA and the "Electronic Certificate Transfer Password" set by the Client. When there is a likelihood that the password might be disclosed, the Client shall update the passwords at any time.
- (5) **The Client agrees to comply with applicable provisions of the CA regarding the operation of Certificates, such as: the validity period and the cost of each Certificate application or renewal, and the Certificate application or renewal fee charged by the CA shall be borne by the Client.**
- (6) **The interest rate, exchange rate, net asset value of funds, gold price, etc. obtained from this service by inquiry are for reference only, and the actual price shall be based on the price posted by the Bank at the time that the transaction is made or the price as agreed.**
- (7) **The Client shall pay the handling fee every time when using the online account transfer: for transaction within the Bank, the handling fee will be waived; for inter-bank transaction with the amount of NTD 2 million or less, the transaction fee will be NTD 15; when the amount of inter-bank transaction exceeds NTD 2 million, additional NTD 10 will be charged for each NTD 1 million exceeded and when such exceeding amount is less than NTD 1 million, additional NTD 10 will be charged as if the exceeding amount is NTD 1 million.**
- (8) The daily cumulative maximum outward transfer amount of all the Client's deposit account in domestic business units and all of the depositor's deposit accounts in overseas business units (OBU and overseas branches) are calculated separately.
- (9) The Client agrees that the Bank may adjust the cumulative amount of online account transfer at any time when necessary, but the Bank shall make public disclosure in a prominent way on the website prior to such adjustment.
- (10) When the Client uses the online account transfer, the Bank is not responsible for confirming the correctness and consistency of the designated account and account name.

The Client shall be solely responsible for any losses incurred by the Client due to an error in the designated account or due to an operational error, resulting in the amount being transferred to a wrong account, which shall have nothing to do with the Bank.

- (11) When using the online account transfer, the outward transfer account shall be designated in advance. The Client may send a payment instruction message by using the Bank's online banking services to designate an account in another bank as the outward transfer account, provided that whether the payment instruction is executed or not shall be subject to the rules of the payment bank.**
- (12) Online account transfers made during business hours fall under the current day's accounting, and the inward transferred amount can be withdrawn and used by the Client on the same day; online transfer made in non-business hours shall be the accounting of the next business day, and the inward transferred amount may still be withdrawn and used on ATMs as of the transfer date.
- (13) The Client may schedule a transaction within one (1) year from the next day following the day of scheduling. If the effective date of the scheduling is not the Bank's business day, and the account with another bank is designated as the inward transfer account, the effective date will be postponed to the next business day.
- (14) The Client agrees to deposit the full amount in the designated outward transfer account one (1) business day prior to the scheduled effective date, so as to complete the scheduled transaction.
- (15) On the day of the transaction following the Client's scheduling, in the event that the deposit amount is insufficient, or is reserved or seized, the scheduled transaction will be automatically cancelled, without any further notification from the Bank.**
- (16) The Client shall cancel the scheduled transaction no later than 24:00 on the day before the designated transaction day.**
- (17) When the Client handles the settlement, deposit transfer, termination of the online banking account transfer services or cancellation of the designated inward transfer account of a third party, the original scheduled transaction will be automatically cancelled simultaneously.**
- (18) After execution of the online scheduled transaction, if the Client changes the "log-in password" and/or the transfer password afterwards, it will not affect the validity of the scheduled transaction made upon the old password prior to such change.**
- (19) The Client agrees that the Bank's handling of the same checking deposit account is based on the principle that the debit of the notes and bills exchanged shall prevail over the debit of scheduled account transfers.
- (20) When using the online banking to transfer the balance of a checking deposit account out and thus the balance is insufficient to pay off the check amount, the Client is willing to make up the required amount immediately, or otherwise any controversy or loss arising from the dishonor of the check due to insufficient deposit shall be borne by the Client.**
- (21) When using online banking to handle the inward transfer of the checking deposit account, the Client must complete the account transfer procedures by the end of the business hours, and the Client shall be responsible for the dishonor of checks arising from any delay thereof.**
- (22) When the Client uses online account transfer to transfer the demand deposit under the comprehensive deposit into a time deposit, the minimum transaction amount is NTD 10,000 and the transaction shall be completed by the end of business hours. The interests of the time (savings) deposit shall be accrued based on the deposit interest rate posted by the Bank as of the date of account transfer, starting from the online account transfer date.
- (23) When the Client applies for automatic renewal of the certificate of deposit under its/his/her name online, it shall have the same effect as filling out the application form with original specimen seal affixed thereto. The number of automatic renewals, the interest rate for the renewal and overdue renewals shall be handled in accordance with the Bank's regulations.
- (24) When the Client transfers the demand deposits under the comprehensive deposits to time deposits, purchases and sells gold in the name of the Client, purchases or converts funds, and pays the credit card with the Bank, it shall be deemed to have designated the inward transferred account.
- (25) The transaction maximum amount for account transfer by the Client through internet banking (including mobile banking): For transfer to the designated account, the default accumulated daily maximum amount shared by SSL mechanism, OTP mechanism and device bound is NTD 3 million (No limit for transfer from DBU personal account to the DBU accounts opened by the principal with the Bank); for transfer to the non-designated account, the default maximum amount for each transaction of OTP mechanism and device bound is NTD 50,000, the shared accumulated daily maximum amount is NTD 100,000, and the shared accumulated monthly maximum amount is NTD 200,000.

24. Additional terms for foreign exchange business

- (1) Foreign exchange remittance business (including foreign exchange deposits, outward remittances, and inward remittances) [Note: This provision only applies to depositors of domestic business units.]
- A. The Client's settlement of purchase and sale, and the equivalent amount in NTD of foreign currency remitted out are subject to the cap for each transaction or daily accumulated amount provided by the Central Bank.
 - B. A qualified individual to apply for this service shall be limited to an individual who has domestic residence with a national identity card, a residence permit in Taiwan, or an alien resident certificate (with validity period for one (1) year or more). For individuals who is a minor, their accumulated foreign exchange settlement amount (including over-the-counter transactions, online banking, and other electronic services) at the Bank's daily settlement of purchase or sale of foreign exchange shall be less than NTD 500,000.
 - C. When using Internet to make the declaration of NTD settlement online, the Client shall make the declaration cautiously and truthfully. In the event that the declaration is untrue, according to Paragraph 1, Article 20 of the Foreign Exchange Regulation Act, the Client will be subject to a fine no less than NTD 30,000 and no more than NTD 600,000; and the Client shall go to the Bank's counter in person to handle any settlement and declaration of NTD in the future.

(i) Foreign exchange deposit business

- a. When the Client handles the settlement of purchase and sale by means of deposit account transfer, both the outward and inward transfer accounts shall be the accounts of the Client.
- b. If the settlement amount of foreign exchange purchase or sale has reached the threshold provided by the Central Bank and the declaration form must be filled out, an application with the Bank for a PKI must be filed to proceed.
- c. In case that a foreign exchange demand deposit being converted into a time deposit under foreign exchange demand/time passbook deposit, when making the scheduled transactions, the interest rate is subject to the interest rate posted by the Bank at the time of conversion on the designated trading day while the interests are accrued at a fixed interest rate on simple interest basis.
- d. When the Client handles transactions of settlement of purchase and sale and account transfers in different currencies where each transaction amount does not reach the equivalence of USD 100, the cumulative times of settlement of purchase and sale and account transfers in different currencies will be limited to ten (10) times each day; if the equivalence of USD 10 is not reached, the cumulative times of settlement of purchase and sale and account transfers in different currencies is limited to five (5) times each month.

(ii) Business of outward remittance and inward remittance

- a. The Client shall notify the remitter in advance of the designated inward remittance account (limited to the Client's own account), so that the remitter may use the account number as the inward account number for SWIFT (Society for Worldwide Interbank Financial Telecommunication) remittance electronic message, and the Client may only receive the inward remittance notice via online banking after the Bank receives such electronic message.
- b. The Client agrees that when making inward remittance payment transactions online, it may only be transferred into the Client's own account according to the inward remittance instructions messages upon the effective date of such inward remittance after debiting relevant fees thereof.**
- c. The Client agrees that when there is insufficient information on the remitter of the inward remittance, the Bank may restrict the Client from settlement of the remittance payment online. The Client may only go to the business unit of the Bank for payment at the counter after the remittance bank provides complete information of the remitter to the Bank.
- d. After receiving the inward remittance notice online, if the Client does not settle the payment online for some reason and then moves to the Bank's business unit for settlement of the payment at the counter, the payment at the counter shall have the same effect as the online payment, where the Client will lose the right to make online settlement of the payment for such inward remittance.

- e. **With respect to the inward remittance notification, regardless of whether the payment is made online or over the counter, if the Bank is not compensated by or there is any controversy with the remittance bank, the Client agrees to refund all or the exceeding part of the funds received immediately after receiving such notification from the Bank.**

(1)-1 If the Client's inward or outward transaction could lead to a potential violation by the Bank, its overseas business units, intermediary bank or correspondent bank against local sanctions regulations, orders of supervisory authorities or judicial authorities, or the Bank's internal policies relating to sanctions, the Bank may take the following measures:

- A. Refuse to establish business relationships and/or may directly close the accounts, and/or take other necessary measures as specified in Article 22 of the General Provisions; and/or
- B. Temporarily suspend the transaction, temporarily suspend or terminate all or part of the service items mentioned in this Agreement, directly make accounts adjustment, and/or take other necessary measures as specified in Article 22 of the General Provisions.

The Client agrees that if the Bank takes any action or measure in accordance with the terms above, the Bank shall not be liable to the Client and/or related party for any damage whatsoever (including but not limited to direct or indirect loss or damage, gains or interests).

(2) Import business

- A. The Client applying for this service shall be limited to an import credit account of the Bank.
- B. The Client agrees to handle the issuance of letter of credit and notification matters through other branches and affiliated banks.
- C. In addition to the matters provided in this Provision, the Client is willing to abide by the provisions under the relevant credit agreements/ certificates issued to the Bank.
- D. The Client is willing to abide by the current uniform customs and practice of the letter of credit adopted by the International Chamber of Commerce (including the eRules for the Uniform Customs & Practice for Documentary Credits ("eUCP")).

(3) Conversion of foreign exchange rates

- A. Exchange rate: When conducting the foreign exchange transactions online, unless otherwise agreed upon, about the exchange rate, the Client agrees to use the spot exchange rate posted by the Bank at the time of the transaction during the business hours or the exchange rate designated by the Bank as the basis of conversion.
- B. Exchange rates for scheduled foreign exchange transactions: The conversion basis shall be the first spot exchange rate posted by the Bank as of the designated transaction date or the exchange rate designated by the Bank, should the designated transaction date is a non-business day of the Bank, the effective date will be postponed to the following business day.
- C. Conversion rate of the limit on foreign currency transfer amount: When transferring from a foreign currency account to another foreign currency account, in order to calculate whether the cumulative daily maximum transfer amount of the transaction provided in this Provision and the limit provided by the Central Bank has been exceeded, the exchange rate basis to convert such amount into equivalent NTD shall be as follows: if the application is made **during the business hours, the exchange rate of purchase posted by the Bank at the time of the transaction shall apply; if the application is made in non-business hours (which belongs to the accounting of the following business day and will be effective on the following business day), the last exchange rate of purchase posted by the Bank on the business day preceding the effective date shall apply.**
- D. In the event of tremendous fluctuations in the **foreign exchange market**, the Bank may, subject to its actual demands, suspend online foreign exchange accounting transactions among different currencies or different overseas branches.

(4) After the Client negotiates the exchange rate with the Bank, if the transaction is not completed according to the agreement or the transaction is requested to be cancelled which therefore results in the loss of the Bank, the Bank may claim for damages to the Client.

25. Provisions of Hua Nan Pay service

- (1) The Client agrees to activate the "Hua Nan Pay" services (the "Hua Nan Pay").
- (2) If using the Hua Nan Pay to apply for the Ministry of Finance cloud (e-)invoice mobile barcode carrier, the Client understands the following:
 - A. Bank name: Hua Nan Commercial Bank Ltd.
 - B. The purpose of collecting personal data: To send the Client's application data to the Ministry of Finance E-Invoice Platform to apply for the mobile barcode carrier.
 - C. Classification of personal data: phone number and e-mail address.
 - D. The term, territories, parties and method of using personal data: (1) Term: from the time the Client applying for the mobile barcode to the time the data is delivered to the Ministry of Finance E-Invoice Platform. (2) Territories: the onshore locations of the Client. (3) Parties: Ministry of Finance E-Invoice Platform. (4) Method: Ministry of Finance E-Invoice Platform will send back a set of mobile barcode carrier serial number.
 - E. The Client may refer to the client service center of the Bank (02)2181-0101 or the Bank's website (<http://www.hncb.com.tw/>) for enquiry of the rights and the methods to exercise such rights prescribed under Article 3 of the PDPA.
 - F. The Client may freely choose whether to provide the personal data, but if the Client does not agree to provide it, it/he/she will not be able to apply for the mobile barcode function.
- (3) The Client agrees to set the online banking designated transfer account as the payment account of Hua Nan Pay and activates its "smart pay" function simultaneously.
- (4) The Client agrees that the Bank may notify the transaction result by electronic means (e.g. by push notification or e-mail).
- (5) The Client agrees to keep the data and password related to online banking/mobile banking login confidential, and shall not inform any party of the password. If the Client is aware of or suspects the online banking/mobile banking password or account was used by others without authorization, the Client shall immediately apply for declaration of loss and suspension of payment by telephone or other agreed means in person during the business hours with the Bank. Where it was fraudulently used by others before declaration of loss is completed and the Bank has made the payment, it shall be deemed that the payment has been made to the Client.
- (6) The Client agrees that in the event that the Hua Nan Pay provisions are amended, the Bank shall publicly disclose such amendments in a prominent manner on its business premises or website. If the Client does not agree to the amended terms, the Client may terminate this service.
- (7) The Client agrees that it/he/she shall terminate this service by telephone with the client service center of the Bank.
- (8) The Client represents the following matters, and shall be liable for any inaccuracy or damage caused to the Bank:
 - A. The basic personal data retained by the Client with the Bank is true. The Client is willing to cooperate with the Bank in verifying the Client's identity, explaining the nature and purpose of the transaction or the source of funds, etc., as required by the relevant business.
 - B. If the client fails to cooperate with the aforementioned matters or is suspected by the Bank of improper use, the Client agrees to be held legally liable and agrees that the Bank may terminate the use by the Client of this service or suspend or close the account.
 - C. The Client understands that the Bank only provides a payment transaction platform to facilitate the Client to conduct general consumption and tax and fee payment etc., which is the same as cash or account transfer transactions. In the event of any consumer disputes with the recipient, the resolution shall be sought from the recipient, and it shall not serve as the basis for requesting the return of the fund from the Bank.
- (9) Transaction limit and transaction fees:
 - A. Transaction limit: (A) General consumption: ① The maximum amount each time is NTD 50,000. The maximum accumulated daily amount is NTD 100,000. The maximum accumulated monthly amount is NTD 200,000. ② The sum of the aforementioned consumption amount and the online banking non-designated account transfer

amount on the same day shall not exceed NTD 100,000. (B) Tax and fee payment: The maximum amount of fee payment each time is NTD 2,000,000 and the maximum daily amount shall be calculated together with the online banking designated account transfer; the tax payment each time/day is limited to the account balance.

- B. Transaction fees: (A) General consumption: free of transaction fees. (B) Tax and fee payment: According to the regulation of "National Fee/Tax Payment Business", the transaction fee payable by the payer varies depending on the payee, type and item of payment.

26. Amendments to the provisions

If there are any amendments, additions or deletions to this Provision, the Bank shall first notify the Client in writing or by means agreed upon by both parties, and if the Client does not object within seven (7) days, the Client shall be deemed to accept the amendments, additions or deletions. However, if there is any change to the following matters, the Client shall be notified in writing or by means agreed upon by both parties no later than sixty (60) days prior to such change, both the change and the contents of the new and old provisions shall be clearly and prominently specified in writing or by means agreed upon by both parties, and a notification to the Client that an objection may be raised before such change takes effect shall be made; if the Client has no objection within such period, the Client shall be deemed to accept the amendment, addition or deletion of the provisions; and the Client shall be notified that in case of any objection, the Client shall notify the Bank to terminate this Agreement within the objection period provided in the preceding paragraph:

- (1) The way the Bank or the Client informs the other party in respect of any fraudulent use or misappropriation of the user code, password, Certificate, Private Key, or any other situation without due authorization by any third party.
- (2) Other matters provided by the competent authority.

27. Titles

The titles of each clause under this Agreement are for the convenience of reference only, and shall not affect the interpretation, explanation and understanding of the relevant terms hereof.

(V) Provisions of automatic bill payment services

1. The Client may apply with the Bank for engagement of automatic bill payments by filling out the relevant application forms with the authorized specimen seal affixed thereto to authorize the Bank to make regularly account transfer from the Deposit to pay the fees and handling fees. If the Client applies with the Bank for automatic bill payments, before obtaining the consent from the charging unit and the Bank completes the relevant procedures, the Client shall still pay the fees each month itself/himself/herself.
2. **The Bank is only responsible for the automatic bill payments when the Deposit is sufficient to cover the fees payable to the various charging units in the current month. If the Deposit is insufficient, such as being fined or suspended, the Client shall be solely responsible therefor.**
3. **The Client agrees that the Bank's debit processing for the same account on the same day shall be based on the orders that the debit of exchanged bills and notes shall go first, followed by the debit of securities settlements, and the debit of automatic bill payments at last; if there are several automatic bill payments to be made for the same account on the same day, the Bank has the right to decide the priority of debits.**
4. If the Client intends to change the content of the engagement or terminate the engagement, in addition to filling out the relevant application forms, it will only be effective after relevant procedures have been completed by the Bank and the charging unit.
5. If the Client unilaterally settles the Deposit before terminating the engagement, it shall be deemed as automatically terminating the agreement of automatic bill payments.
6. If the Client has doubts about the bills and other calculations of the refunds, the Client shall contact the charging units to handle itself/himself/herself.

(VI) Provisions for comprehensive bank statement services

1. A comprehensive bank statement means that the account information of the transactions between the Client and the Bank provided by the Bank in accordance with the laws and regulations, including but not limited to NTD/foreign exchange

deposit accounts and wealth management product information, along with details of automatic debits for loans. If a comprehensive bank statement is sent by post to the Client's address retained by the Bank, it is called a physical comprehensive bank statement; if it is sent by means other than the post (for example: by email to the applicant's email address retained by the Bank), it is called an electronic comprehensive bank statement.

2. The Client agrees that in accordance with laws and regulations, the Bank may engage appropriate third parties (institutions) to cooperate in handling transaction account collection and payment business, computer processing business or other ancillary business in relation to this Provision.
3. If the Client choose to receive the electronic comprehensive bank statement by e-mail, the Client agrees that the Bank has no need to further provide the mailing service for the physical comprehensive bank statement and agrees to confirm the accuracy of the personal e-mail address retained at the Bank, and shall notify the Bank immediately in the event of any change thereto. The Client shall be solely responsible for any damage caused by the wrong email address retained at the Bank or the delay to notify the Bank of any change to such email address, which has nothing to do with the Bank.

After receiving the comprehensive bank statement sent by the Bank, the Client shall verify in time. If there is any discrepancy, the Client shall notify the Bank as soon as possible within the period specified for the various businesses, and in case of passing such period, the comprehensive bank statement will be assumed to be correct and verified.

4. If the Bank is delayed or unable to provide comprehensive bank statement services due to any force majeure, the Bank shall resend it separately after the end of the force majeure.

(VII) Provisions of device bound

1. " Device bound": refers to the security control mechanism for the Client to conduct transactions and identity verification via the bound mobile devices (such as smart phones, tablets, etc.).
2. The Client shall confirm that the bound mobile device will be used by the Client in person only. Please do not use the service on mobile devices where the system restriction is cracked (including but not limited to jailbreak/root).
3. The Client shall be responsible for keeping the "device binding password" of the device bound confidential so as to ensure the security of the bound mobile device.
4. Once the Client has completed the device binding, the transactions confirmed by the binding device, regardless of whether authorized by the Client or not, will be recognized by the Bank as valid instructions given by the Client, and the Client will recognize them without any objection.

(VIII) Terms and Conditions of Wire Transfer via Phone Number

1. General Terms

- (1) The Client fully understands that this service is only the phone number of the Client kept by the Bank can be used to bind an account with the Bank as the "default recipient account" for transfer transactions, but the phone number can still be bound with a recipient account in other financial institutions.
- (2) If the same phone number is used to register a deposit account with other financial institutions as a "default recipient account", the default recipient account data registered by the Client with the Bank for the service on the "Mobile Number Fund Transfer" platform of Financial Information Service Co., Ltd. will be automatically cancelled. If the account is not set as "default recipient account", the payer can also transfer to this account via "the Bank's financial institution code (008) + phone number".
- (3) The Client agrees that the Bank is not liable for any direct or indirect damage arising or resulting from the Client's use of or inability to use the whole or part of this service due to reasons not attributable to the Bank.
- (4) The mobile phone number provided to the Bank by the Client (i.e. the SMS Verification Number retained at the Bank) is used by the Client. If the Client's mobile phone number is changed, disabled or unregistered, the Client shall apply for such change at the Bank's business unit (apply over the counter) or through the Bank's personal e-Banking, personal mobile banking or other digital channels. The Bank is not liable for any damage or loss arising or resulting from the inability to use this service or from transaction errors due to incorrect, missing or incomplete mobile phone number.

- (5) The Client agrees to safekeep the chip ATM card, password for e-Banking and other account-related documents or information appropriately, and if it is lost, destroyed, stolen or not occupied by the Client due to other situations, the Client shall handle declaration of loss and suspension of payment by telephone, internet or in person during the business hours with any business unit of the Bank. Where the documents or information are fraudulently used by others before declaration of loss is completed and the Bank has made the payment, it shall be deemed that the Bank has paid to the Client.
 - (6) The Client agrees that the Bank may notify the results of transactions conducted through personal e-Banking, personal mobile banking or other digital channels **via email or other electronic methods**.
2. Application procedures and change procedures: The Client fully understands the following provisions relating to the application procedures and change procedures of this service:
- (1) This service allows only one mobile phone number of the Client that is retained at the Bank (or the SMS Verification Number retained at the Bank) to bound to one NTD deposit account maintained with the Bank can be set as an recipient account, but the phone number can still be bound with a deposit account in other financial institutions. The Client may apply for the change of SMS Verification Number in person over the counter or through the Bank's website by using chip ATM card.
 - (2) The Client can use the service to set the bound deposit account as the "default recipient account". When the payer transfers funds in the future, it/he/she can use the service without entering the Bank's financial institution code (008). If the Client does not set the "default recipient account", the payer shall enter "the Bank's financial institution code (008) + phone number" when transferring funds.
 - (3) During the process when the Client tries to bind the mobile phone number to the account, the Bank will send SMS Verification Code to the Client for identity verification. The Client fully understands that **the SMS Verification Code shall not be provided to others**. The Client shall be solely responsible for any dispute arising from binding if the mobile phone number is provided to others, and the Bank is not liable for any damage or loss.
 - (4) The Client fully understands that after the binding is completed any of the following change of status will invalidate the binding of original account. If the Client intends to bind the original account, the Client needs to re-perform account-binding and identity verification:
 - A. The Client applies for the change of the SMS Verification Number retained at the Bank over the counter or through online application section (Bank 3.0).
 - B. The Client binds the mobile phone number to the Bank's another account of the Client over the counter, or through personal e-Banking, personal mobile banking or other digital channels.
 - C. The Client cancels this service over the counter, or through personal e-Banking, personal mobile banking or other digital channels.
 - (5) The Bank will notify the Client of the aforementioned application procedures and changes procedures via SMS or email based on the information provided to the Bank by the Client or through other methods agreed upon by the Bank and the Client.
3. Usage of service: After the binding is completed, the Client understands that the wire transfer via mobile phone number service is conducted as follows:
- (1) Transfer to another person's account of the Bank: log into the Bank's personal e-Banking, personal mobile banking or other digital channels > Select "Transfer Service" > Enter the recipient's mobile phone number or "the Bank's financial institution code (008) + phone number" at the "Mobile Phone Number" field of "Recipient's Account Number". The recipient's mobile phone number shall be bound to the account of the Bank.
 - (2) Customers of other banks make transfer to the Client's account: Other financial institutions participating in the "Platform of the Financial Information Service Co., Ltd. may provide their transaction platforms to its customers for making inter-bank transfer to the Client's account by entering the Client's mobile phone number or "the Bank's financial institution code (008) + phone number".

4. Transaction limit:

The service is subject to transfer **including transactions through personal e-Banking, personal mobile banking and other digital channels**).

5. Handling fee:

The handling fee is subject to the terms and conditions of this Agreement regarding handling fee of online account transfer.

(IX) Provisions of the "nPoint" Membership Service:

- (1) The Client agrees to activate the "nPoint" membership service.
- (2) The Client starts to earn points when it/he/she activates the "nPoint" service, and the Client agrees not to apply for the trace-back or reissuance of the points.
- (3) For more details of the "nPoint" activities and usage, please refer to the "Hua Nan Bank "nPoint" Program" announced on the official website of Hua Nan Bank (<https://www.hncb.com.tw>). The Client agrees that the Bank reserves the right to change or terminate the program at any time.
- (4) If the Client obtains or redeems "nPoint" by improper means, speculation or cheating, or in the event of termination of the service by the Bank, the Bank reserves the right to revoke the membership of the Client and pursue under the laws. If the Client applies for termination of the membership or the membership is revoked by the Bank, the accumulated "nPoint" will expire simultaneously.

(X) Provisions of quick login:

- (1) Each device can only be set up by one Client, and each Client can only bind with one device.
- (2) If the Client wrongfully enters the password of the "quick login" for five (5) consecutive times, the system will automatically terminate the quick login function and the Client shall enter the system via "general login". If the Client wants to continuously use the service, it/he/she shall complete the "quick login" setting again.
- (3) After the "quick login", the scope of the use includes all the transaction functions of "general login".
- (4) The Client shall properly keep the device in custody and shall not make the "graphical password" known to others, nor shall the "fingerprint recognition" or "face recognition" function of the device be used to set the fingerprint or face of others. Any login or transaction based on the "graphical password", "fingerprint recognition" or "face recognition" set by the Client shall be deemed to be made by the Client in person.
- (5) If the Client wants to cancel the "quick login" service, or no longer uses the bound device, it/he/she shall go to the service menu and click on "cancel quick login" or turn off "activate quick login" to cancel the service.

VII. Provisions for online insurance

(I) Online Insurance Service Agreement (the "Agreement")

- (1) If the parties engage in the electronic insurance transaction in accordance with the Electronic Signatures Act and relevant laws and regulations, the provisions in the Agreement shall apply. However, if the individual online insurance service agreement is more favorable to the Client, it shall prevail.
- (2) Definitions
 - A. "Electronic Insurance Transaction": refers to various insurance service directly received by the Client from the Bank by connecting to the Bank's information computer via the Internet, using electronic signature or other means which is sufficient to identify the Client's identity.
 - B. "Electronic Message": refers to the message transmitted via the Internet by the Bank or the Client.
 - C. "Digital Signature": refers to turning an Electronic Document into a digital data in certain length by mathematical algorithm or by other means, and then to create an electronic signature by encrypting with the signatory's Private Key on such digital data, which can be verified by a Public Key.
 - D. "Private Key": refers to a group of digital data with a pairing relation which is kept by the signatory for decrypting the Electronic Message and generating the Digital Signature.

- E. "Public Key": refers to a group of digital data with a pairing relation which is for encrypting the Electronic Message, or verifying the signatory's identity and the truthfulness of the Digital Signature.
- F. "Encryption": refers to garbling the Electronic Documents by using mathematical algorithms or by other means.
- G. "Electronic Signature": refers to that affixed with and related to the Electronic Documents and used to identify and confirm the signatory's identity and qualification in terms of signing the electronic document and the truthfulness of the Electronic Documents.
- H. "Certificate": refers to an electronic certificate containing the verification information of the signature to confirm the signatory's identity and qualification.
- I. "Information System": refers to the system which produces, delivers, receives, stores or otherwise processes the message data in an electronic form.
- J. "Online Insurance Service": the Bank cooperates with various insurance companies through insurance agency agreement, and provides the Online Insurance Service in accordance with the "Direction for Insurance Enterprises conducting E-commerce" and relevant regulations.
- K. "Online Insurance Member": refers to the Client completes the membership registration and obtains the online insurance membership of the Bank through the personal online banking service of the Bank, chooses the products of the insurance companies which the Bank cooperates with and acts as an agent for, and enters into the insurance contract with the insurance company.
- L. "Account Password": refers to the personal online banking account No., code, password, certificate and etc., used when the Online Insurance Member obtains insurance online with the Bank.

(3) The Internet used for online connection

The Bank and the Client shall enter into an Internet service agreement with their own Internet service provider respectively, and shall each be liable for their own expenses for using the Internet.

(4) Confirmation on the webpage

The Client shall first confirm the correct website address before entering into transactions with the Bank. The Bank should maintain the correctness and security of the website through the exercise of due care as a good administrator so as to prevent the Client from damages to its/his/her rights and benefits.

(5) Receipt and response of Electronic Message

After receiving the Electronic Message containing the Digital Signatures or agreed upon by the Client and the Bank for identity check, the Bank shall immediately request for the Client's re-confirmation in one of the following means:

- A. To notify the Client by the automatic response of the Information System.
- B. To remind the Client by the re-confirmation device of the Information System.

The Electronic Message shall be deemed accepted by the Bank if it is re-confirmed by the Client in accordance with the preceding paragraph.

After the Bank accepts the Client's Electronic Message, it shall proceed with the immediate verification or processing, and notify the Client about the result within three (3) business days.

The Bank shall send the message of the success of the online insurance transaction (the content includes the important information such as the insurance policy number, transaction number, insurance policy effective time, and insurance amount) to the Online Insurance Member. After the cooperating insurance company where the Bank acts as the agent agrees to underwrite, and the Bank or such insurance company sends the message to the Online Insurance Member, the insurance contract shall be deemed established. If the Bank or the Client receives any Electronic Message from the counterparty, of which the identity or content cannot be identified, the delivery process shall be deemed incomplete. However, if the Bank is able to confirm the Client's identity, it shall notify the client the situations that the content is not

identifiable immediately.

(6) Non-processing of Electronic Message

In the event of any of the following situations, the Bank may choose not to process any received Electronic Message:

- A. The Bank is suspicious of the truthfulness of the Electronic Message or the correctness of the specified matter.
- B. The Bank will violate relevant laws and regulations or insurance contract if the Bank processes in accordance with the Electronic Message.

If the Bank decides not to process the Electronic Message in the preceding paragraph, it shall simultaneously notify the Client about the specific reason for and the situation of not processing.

(7) The Client's installation of software/hardware and risks

The Client shall install the required computer software and hardware, as well as other security related devices at its/his/her own expense when applying for using the service under the Agreement. When the Client uses the software/hardware devices provided by the Bank and suffers damages due to the reason attributable to the Bank, it may request for indemnification from the Bank.

(8) The Client's duty of care

The Client shall properly keep the user code, password, Certificate and relevant documents.

When the Client enters the password in the preceding paragraph in error for five (5) consecutive times, the Bank's Information System will cease the Client's usage of the service under the Agreement automatically.

If the Client intends to reuse, it/he/she shall apply with the Bank separately.

(9) Verification of transactions

After finishing processing each transaction instruction, the Bank shall notify the Client by Electronic Message or means as agreed upon by both parties. The Client shall verify whether there is any error in the result. If there is any discrepancy, the Client shall, within forty-five (45) days from the date of delivery of the notification, notify the Bank or the insurance company of such insurance to check.

The Bank shall immediately investigate the Client's notice and notify the Client of the situation or the result of the investigation within forty-five (45) days from the day when the notice is delivered to the Bank.

(10) Handling of errors in Electronic Message

When the Client uses this service, in the event of any error in the Electronic Message which is not attributable to the Client, the Bank shall assist the Client to make corrections and provide other necessary assistance therefor.

In the event that an error occurs due to a reason attributable to the Bank, the Bank shall make corrections immediately upon its knowledge, and simultaneously notify the Client by Electronic Message or by means as agreed upon by both parties.

(11) Due authorization and responsibility of Electronic Documents

The parties shall ensure that all the Electronic Message sent to the counterparty is legally authorized.

If the parties find that there is any fraudulent use or misappropriation of the user code, password, Certificate, or any other situation without legal authorization, immediate notification to the other party by phone or in writing or by other means agreed upon shall be made to suspend the service and take preventive measures accordingly.

If before accepting the notice, the Bank has made payment in accordance with the instruction under the preceding paragraph, it may be claimed against the Client.

(12) Data security

With respect to the personal data file of Client and its stakeholders (including but not limited to the insured person and the beneficiary), the Bank shall take appropriate security measures to prevent the personal data from theft, tampering, damage, loss or leakage.

If the Bank violates the preceding paragraph, and causes the personal data to be illegally collected, processed, used or subject to other infringement of the party's rights, it shall be liable for compensating the damages, unless it can prove that it has no intention or negligence.

(13) Data confidentiality obligations

The Bank has the obligation to keep confidential the relevant data obtained from handling the Agreement, namely, engaging in electronic insurance transaction in accordance with the Agreement. Unless otherwise agreed by the parties or in compliance with the PDPA and relevant laws and regulations, the Bank shall not use it for the purpose not related to the Agreement or disclose to third parties.

(14) Liability for damages

In the event of delays, omissions or errors in respect of the transmission or receipt of the Electronic Message under the Agreement due to the parties' willful misconduct or negligence; or the failure of performance or delay in performance of obligations under the Agreement causing damages to the other party, such party shall be liable for compensating the damages.

(15) Retention of records

Both parties shall retain the record of all electronic insurance transaction message (except for the enquiry), and ensure its authenticity and integrity.

The retention period is at least five (5) years after the expiration of the insurance contract effective period or the notification of not agreeing to underwrite.

(16) Effect of Electronic Message

The parties agree that the Electronic Message exchanged by using Electronic Signature or Electronic Documents in accordance with the Agreement shall have the same effect with the written signature or written documents.

(17) Termination of the Agreement by the Client

The Client may terminate the Agreement at any time by written notification to the Bank.

In the event of the termination of the Agreement by the Bank, the Bank shall notify the Client in writing thirty (30) days prior to the termination date.

However, in the event of any of the following circumstances of the Client, the Bank may notify the Client to terminate the Agreement at any time in writing:

- A. The Client assigns the rights and obligations hereunder to any third party without the Bank's consent.
- B. The Client is subject to the declaration of bankruptcy or re-organization by the court.
- C. The Client violates Paragraph 1, Articles 11 under the Agreement.
- D. The Client violates other provisions under this Agreement, and fails to remedy after being notified for correction or performance within a certain period.

(18) Place of notification

When the Client or the Bank notifies the other party in respect of the Agreement, it shall be made to the last address or email address the other party retained under the Agreement.

(19) Governing law

The governing law of the Agreement shall be the laws of the Republic of China (Taiwan).

(20) Jurisdiction

In case of any litigation involving the Agreement, both parties agree that the court in the Client's domicile shall have jurisdiction for the first instance. If the Client's domicile is outside the territory of the Republic of China (Taiwan), the Taiwan Taipei District Court shall have jurisdiction for the first instance, provided that Article 47 of the Consumer Protection Act and Article 436-9 of the Civil Procedure Act in respect of the jurisdiction for small amount litigations shall not be excluded.

(21) Amendment of the Agreement

If the Agreement is incomplete, it may be supplemented or amended by the Bank and the Client's agreement. However, if the "Online Insurance Service Agreement Standard Template" stipulated by the competent authority is amended, the Bank may amend the provisions of the Agreement by public announcement or individual notification.

(II) Online Insurance Business Representation

The Client hereby proceeds with the online insurance by using the service, and registers as an online insurance service member through personal online banking service. Before using the service, the Client has carefully read and agreed to comply with the aforementioned "Online Insurance Service Agreement", the notification under PDPA and the following representation:

(1) Reference price, type and nature of the product

The online insurance products which the Bank acts as an agent is sold by cooperation with the insurance company in accordance with the agency agreement. The product introduction, insurance premium trial calculation, and insurance policy provisions are provided by the cooperating insurance company which the Bank acts as an agent. The content is for reference only. The detailed content of the insurance policy shall refer to the provisions of the insurance policy. The Client shall read the provisions of the insurance policy carefully before purchasing the product.

(2) Fee and amount borne by the Client

The service is provided for free. Except for paying the insurance premium, the Client need not pay any other fee and penalty. The Client agrees that the Bank may increase, cancel or amend the content of the service or the representation in full or in part at any time.

(3) Member account, password and security

When the Client uses the service, it shall properly keep its personal online banking username and user password, and log out every time after usage so as to prevent the misappropriation of other person. If it/he/she finds or is suspicious that its personal online banking username and user password is stolen by other persons, it/he/she shall immediately notify the Bank and take necessary measures. However, such notification shall not be interpreted as the Bank has any liability or obligation to indemnify or compensate the Client.

(4) Compliance obligation and undertakings of the user

The Client undertakes not to use the service for any illegal purpose or by any illegal means, and undertakes to comply with the representation, relevant laws and regulations of the Republic of China (Taiwan) and all international practice of using the Internet.

The Client agrees and warrants not to use the service to infringe other people's rights and interests or engage in illegal conducts, including but not limited to:

- A. To publish or transmit files of words, pictures or in any form, with any libel, insultation, threat, aggression, indecency, obscenity, untruthfulness or against public policy or morals or with other illegality, on the Bank's webpage.
- B. To use the service by the fraudulent use of other person's name.
- C. To transmit or distribute computer virus.
- D. To violate the confidentiality obligation under the laws or agreements.
- E. Other behaviors which the Bank considers inappropriate for due reasons.

If it/he/she violates the representation or relevant laws and regulations, the Bank will pursue the liabilities under the laws as appropriate.

(5) Intellectual Property

The Bank or other rights holder shall have the intellectual property rights in accordance with the laws, including but not limited to trademark right, patent right, copyright, trade secret and exclusive technology, over the software, program and

all content on the website used by the Bank, including but not limited to work, pictures, files, information, data, website structure, website screen page arrangement, and webpage design. No one shall use, alter, reproduce, publicly broadcast, adapt, distribute, publish, publicly release or conduct reverse engineering to decode or disassemble. If violating, the Client shall be liable for the Bank's damages.

(6) Cessation or termination of the service

In the event of any following situations, the Bank may cease or terminate the Client's usage of the service in full or in part, and is not liable for any damages caused to the Client:

- A. The Client violates any laws or governmental order or the representation.
- B. Natural disaster or other Force Majeure Event.
- C. The service information is incorrectly displayed, forged, counterfeited, deleted or captured or the system discontinues or fails to operate normally due to the reasons not controllable by the Bank.
- D. Other reasons not attributable to the Bank.

(7) Termination of membership

The Client may notify the Bank in writing to terminate the membership at any time. Provided that, in the event of the following situations, the Bank may directly terminate its/his/her usage of the service or membership:

- A. The Client violates the representation or relevant notifications provided on the Bank's webpage.
- B. The Client assigns the rights or interests of the service to other persons.

(8) Client service and complaint handling

For the handling of the disputes happened due to the insurance products where the Bank acts as an agent or the service and the complaint channel, please contact the dedicated client service phone number: (02)2181-0101/ dedicated complaint phone number: 0800-231710; 0800-231719.

(9) Governing law and effect

The governing law of the service and the representation shall be the laws of the Republic of China (Taiwan).

If any of the provisions in the representation is considered void, it shall not affect the effectiveness of other provisions.

VIII. Terms and Conditions relating to the U.S. Foreign Account Tax Compliance Act (FATCA) and the Regulations Governing the Implementation of the Common Standard on Reporting (CRS) and Due Diligence for Financial Institutions of the R.O.C.

1. **Regulations based on the R.O.C. Common Reporting and Due Diligence rules and Foreign Account Tax Compliance Act ("FATCA") to collect and report an The Client's tax residence and certain information. If the Client or its Controlling Person(s) is located outside R.O.C., the Bank may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to the IRS or R.O.C. tax authority. Except the U.S tax resident, R.O.C. tax authority may exchange this information with tax authorities of jurisdictions pursuant to intergovernmental agreements to exchange financial account information.**
2. **The Client acknowledge that the information contained in this Self-certification and any reportable information will be provided to the Taiwan tax authority or the IRS and declares that all statements made in this Self-certification are true, correct and complete and undertake to notify Hua Nan Commercial Bank, Ltd. (hereinafter referred to as the "Bank") promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide the Bank with a suitably updated Self-certification and personal information consent form within 30 days of such change in circumstances, a change in circumstances relating to information of account holder's tax status, this form will remain valid. In addition to FATCA and its related laws and regulations, the governing law of this Self-certification and personal information consent form shall be the laws of Taiwan.**
3. **Whereas the Client intend to establish an account and to proceed transactions with Hua Nan Bank, (the "Bank"), and whereas it is regulated to comply with the proper use of personal information stipulated by the Personal Information**

Protection Act, and it is necessary to cooperate with the Bank to comply with the Foreign Account Tax Compliance Act (FATCA), Agreement between the American institute in R.O.C. and Taipei Economic And Cultural Representative Office In The United States and the related regulations.

In witness thereof, the Client hereby confirm that the Client have duly received and understood all the content of the Notice for the Collection, Processing and Use of Personal Information for FATCA Compliance (the "Notice") as provided by the Bank, and the Client agree that the Bank may collect, process and use the personal information of the Customer in accordance with the Notice and, the Client hereby declares and agrees to the following:

- (1) The Client agrees to provide the Client with the list of controlling persons or owners and their letters of consent for the purpose of identification and reporting by the Client in accordance with FATCA and with the Agreement, if the Client considers it is necessary.
- (2) The Client agrees to provide all transaction information kept at the Company, including account number, account balance, the gross proceeds and statement of the account, to the Client for the purpose of identification and reporting in accordance with FATCA and with the Agreement.

4. A legal guardian should complete the form on behalf of an account holder who is a minor.

5. If you have any questions then please contact your tax advisor or refer to related information published by domestic tax authority.

6. Definitions

(1) **The Client:** It means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is treated as holding the account. For example in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the The Client.

With respect to a jointly held account, each joint holder is treated as an the Client.

(2) **TIN (including "functional equivalent"):** It means a taxpayer identifying number issued by the authorities which can identify individuals or entities.

A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal.

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). Examples of that type of number include, for individuals, a social security/insurance number, citizen/personal identification/service code/number, and resident registration number.

(3) **Controlling Person(s):** The term "Controlling Persons" are the natural person(s) who exercise control over an entity.

A. directly or indirectly owns or controls more than 25% of ownership interest of the corporation

B. who exercises control of the Entity through other means

C. who holds the position of senior managing official exercises ultimate control over the management of the entity.

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s), the beneficiary(ies) or any other natural person(s) exercising ultimate effective control over the trust or equivalent or similar positions.

(4) **Reportable Jurisdiction :** It is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

(5) **Reportable Account:** It means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

(6) The remaining terms are defined in accordance with the U.S. Foreign Account Tax Compliance Act (FATCA) and the Regulations Governing the Implementation of the Common Standard on Reporting (CRS) and Due Diligence for Financial Institutions of the R.O.C.

The Performance by Hua Nan Commercial Bank, Ltd. of the Notification Obligation under Paragraph 1, Article 8 of the PDPA

1. As the collection of personal data involves the privacy of the Client, the Bank, when collecting personal data from the Client, according to the Paragraph 1, Article 8 of the PDPA, shall clearly inform the Client the following: (1) the name of the non-governmental agency, (2) the purpose of the collection, (3) the classification of the personal data, (4) term, territory, parties, and method of use of personal data, (5) the rights and methods to exercise such rights in accordance with Article 3 of the PDPA, and (6) the data subject's rights and interests that will be affected if he/she chooses not to provide his/her personal data.
2. The content regarding the purpose to collect personal data of the Client, the classification of the personal data and the term, territory, parties, and method of use of personal data are as follows:

(1) Purpose of collection:

- A. 001 life insurance, 036 Deposit and remittance business, 065 insurance agency business, 067 Debit card or electronic stored value card business, 082 Borrower/depositor consolidated management, 112 Clearing business, 181 Other registered businesses or businesses as provided in the Articles of Incorporation (e.g. digital finance business, collection and paying agency service, joint marketing of property insurance, others joint marketing or joint promotion business, etc.)
- B. Common specific purpose items: 040 Marketing, 059 Collection, processing and use by the financial service industry in accordance with laws and regulations and requirement of financial supervision, 060 Financial dispute resolution, 063 Collection, processing and use of personal data by the non-governmental agency in accordance with its legal obligation, 069 Matters with respect to the management of contract, quasi contract or other legal relationship, 090 Consumer, client management and service, 091 Consumer protection, 095 Tax administration, 098 Business and technology information, 104 Account management and debt trading business, 136 Information (communication) and database management, 137 Information (communication) security and management, 157 Investigation, statistics, research and analysis, and 182 Other advising and consultant services.
- C. In order to identify all account holders in the Bank and to report information on account holders with U.S. accounts to the IRS and the R.O.C. authorities as necessary, the Bank will collect, process and use the personal information provided by the Client and all transaction information retained by the Bank, including but not limited to name, place and date of birth, nationality, domicile, address, residence and work address, mobile number, U.S. tax identification number, account number and account balance, total account proceeds and transaction details. The information will be collected, processed and used by the Bank for the purpose of complying with the FATCA and IGA agreements.

(2) Method of collection

The Bank obtains the Client's personal data because of the provision of services, participation in marketing activities, or in accordance with relevant laws or regulations, or from information that has been made public, disclosed by government agencies, or legal data that third parties are entitled to provide. The personal data of the Client collected by the Bank will be retained and used by the Bank for the period necessary to comply with the FATCA and IGA agreements, and will be processed, used and transmitted internationally by means of paper, electronic documents, electromagnetic records, SMS, telephone, facsimile, electronic or manual retrieval for specific purposes.

(3) Classification of personal data collected

Name, ID number, gender, date of birth, contact, web record, mobile device unique identification number, usage of mobile service record and its analysis data, other online activities information (including IP address, Cookie ID, system/equipment/device information), application for insurance, insurance contract, relevant insurance data and data of subsequent contract changes and insurance policy value, and other as provided in

relevant business application forms or contracts, which are subject to the personal data actually collected for relevant transactions, accounts or services between the Bank and the Client and those collected from the Client or a third party (for example: Joint Credit Information Center).

(4) Term of use of personal data

The period where the specific purpose exists, as provided in the relevant laws and regulations (e.g. Business Entity Accounting Act, among others), (2) as necessary for carrying out business, or as provided under the respective contracts for data retention, whichever is longer.

(5) Territory where personal data is used: the onshore and offshore locations of the parties using your personal data listed in the below column "Parties using personal data".

(6) Parties using personal data:

The Bank and foreign branches of the Bank (including the service provider engaged by the Bank), the institutions using the data in accordance with laws and regulations (such as Hua Nan Financial Holdings Co., Ltd., among others), other business related institutions (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., Easycard Corporation, credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores), the domestic and foreign competent authorities (including but not limited to financial regulatory authorities, judicial, tax authorities or other government authorities), Insurance company where the Bank acts as the agent, institutions with which the Bank cooperates or has business relationship, the Non-life Insurance Association of the Republic of China, the Life Insurance Association of the Republic of China, Taiwan Insurance Institution, Taiwan Insurance Guaranty Fund, Taiwan Residential Earthquake Insurance Fund, Motor Vehicle Accident Compensation Fund, Institute of Financial Law and Crime Prevention, Financial Ombudsman Institution, Trade-Van Information Services Co., National Health Insurance Administration Ministry of Health and Welfare, recipients of personal data internationally transmitted as not restricted by the central competent authority, parties agreed by the Client (such as the jointly marking or client information sharing companies of the Bank, the companies jointly promoting with the Bank).

(7) Method to use personal data:

- A. By way of automatic or non-automatic measures that is compliance with personal data protection related laws and regulations.**
- B. In order to provide the Client with more ideal personalized services and experiences, regarding the scope of collection, processing and utilization of personal data, the Bank will analyze and use the materials obtained from the record of visiting the Bank's webpage or published social media information or the data legally obtained from third parties (such as correspondent banks, Joint Credit Information Center, National Credit Card Center of R.O.C., Taiwan Clearing House, Financial Information Service Co., Ltd., Easycard Corporation, credit guarantee institutions, credit card international organizations, credit card acquirers and engaged stores) to improve the service quality of the Bank.**

(8) Provided information involving third party:

The Client acknowledges that if the information provided by the Client to the Bank contains personal information of third parties (including but not limited to, directors, supervisors, representatives, shareholders, managers or employees of the Client or its related companies or organizations), the Client has informed all such third parties and such third parties have reviewed and agreed to the contents of this Notification. Upon the Bank's request, the Client shall provide relevant supporting documents to the Bank in respect of the foregoing.

3. According to Article 3 of the PDDPA, the Client may exercise the following rights with regard to the Client's personal data retained by the Bank:

- (1) Except for the situation stated in Article 10 of the PDPA, the Client may inquire and request for review or make duplications of his/her personal data but the Bank may charge necessary costs and fees in accordance with Article 14 of the PDPA.**
 - (2) The Client may request to supplement or correct his/her/its personal data but according to Article 19 of the Enforcement Rule of the PDPA, the Client shall explain the reason and fact thereof and provide relevant evidence.**
 - (3) In accordance with Paragraph 4, Article 11 of the PDPA, the Client may request the Bank to discontinue the relevant acts in case the Bank violates the PDPA to collect, process or utilize the Client's personal data.**
 - (4) In accordance with Paragraph 2, Article 11 of the PDPA, in case of controversies regarding the accuracy of personal data, the Client may request the Bank to discontinue processing or using his/her personal data, provided that the above does not apply if it is necessary for the performance of business duties by the Bank and the controversies have been remarked, or the Client has agreed in writing to continue the processing and use of the personal data.**
 - (5) In accordance with Paragraph 3, Article 11 of the PDPA, the Client may request the Bank to delete, discontinue processing or using his/her personal data when the specific purpose for collection of personal data no longer exists or the term expires, provided that the above does not apply if it is necessary for the performance of business duties by the Bank, or the Client has agreed in writing.**
- 4. Please refer to the client service center of the Bank (02)2181-0101 or the Bank's website (<http://www.hncb.com.tw/>) for enquiry of the methods to exercise the Client's rights prescribed under Article 3 of the PDPA aforementioned.**
 - 5. The Client may decide whether to provide personal data and the classification of personal data to be provided at his/her own discretion. However, if the personal data and its classification Client refuses to provide are required for business review or operation, please accept our sincere apology for the inconvenience that the Bank may not be able to provide Client-related services or provide better services due to failure to perform the necessary business review or operation. In addition, if the Client refuses to provide the personal information required by the Bank to comply with the FATCA and IGA agreements, or subsequently withdraws or revokes consent, the Bank may still be required to report account information of the Client to the IRS and the ROC authorities.**