



開戶總約定書

General Agreement for Deposit Account

B321-110-10 版本

Version B321-110-10

壹、 通則.....	01
I. Terms and Conditions	
貳、 新臺幣各項存款特別約定事項.....	06
II. Special Provisions for Deposits in NTD	
參、 存款往來項目特別約定事項.....	09
III. Special Provisions for Deposit Transactions	
肆、 證券交割委託約定事項.....	58
IV. Provisions for Security Transactions and Settlement	
伍、 外匯活/定期/綜合存摺存款特別約定事項.....	58
V. Special Provisions for Foreign Exchange Demand/Time/Composite Passbook Deposits	
陸、 特定金錢信託投資國內外有價證券信託約定事項.....	66
VI. Provisions for Non-Discretionary Money Trust Investments in Domestic and Foreign Securities	
柒、 黃金存摺約定事項.....	80
VII. Provisions for Gold Passbook	
捌、 財富管理帳戶約定事項.....	86
VIII. Provisions for Wealth Management Accounts	
玖、 綜合對帳單約定事項.....	87
IX. Provisions for Comprehensive Statements	

合作金庫商業銀行
Taiwan Cooperative Bank

開戶總約定書
General Agreement for Deposit Account

立開戶總約定書人（以下稱存戶/持卡人/委託人）茲向 貴行申請開戶往來，於各適用之範圍內，同意遵守下列各項約定：

The undersigned (hereinafter referred to as the depositor/cardholder/settlor) establishing an account with the Taiwan Cooperative Bank, hereby agrees as follows:

壹、通則：

I. General Terms and Conditions:

- 一、本帳戶一切事務（包括委託他人代為處理本帳戶事務時之委託行為）之處理，若簽蓋本帳戶約定印鑑，即視同本存戶親自辦理。但印鑑之掛失、變更等其他貴行認為必要之事項，仍得要求本存戶提示身分證後親自簽名。

All transactions related to the account (including entrusting others for any transactions of the account on behalf of the account holder), bearing the original seal, are regarded to be accomplished by the depositor personally. For any changes in any authorized seal or signatory of the depositor, or any other situation deemed necessary by the Bank, the depositor shall submit proof of identity and duly sign the documents in person as required by the Bank.

- 二、本存戶之存款存摺、存單、留存印鑑如遺失或被竊、密碼若有遺忘或遭他人冒用等情事時，應即向貴行辦理掛失止付手續（含營業單位櫃檯、電話語音、網路銀行及電話等掛失）並確認，在貴行辦妥掛失止付手續以前所支付之款項，對本存戶仍生清償之效力；在未向貴行辦理掛失止付手續前，若遭他人冒領存款或消費扣款者均視為存戶本人之提款或消費扣款，貴行概不負賠償責任。貴行一切資料之通知或寄發，除另有約定外均以本存戶印鑑卡背面留存之電話、住址為準，倘存戶之地址變更，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；如存戶未以書面或依約定方式通知變更地址時，貴行仍以印鑑卡中存戶載明之地址或最後通知貴行之地址為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。

In case the depositor's passbook, certificate of time deposit, and/or the original seal are lost or stolen, or if the password is forgotten or been fraudulently used by others, etc. the depositor shall immediately register a lost written notice with the Bank in accordance with the applicable rules and regulations (such as via a branch counter, telephone banking, online banking, or phone call in person registration). The Bank will not be responsible for any fraudulence or possible losses unless and until the written registration is completed. If the deposits are withdrawn before completing a written registration of loss to the Bank, regardless of whether the withdrawal was fraudulent or not, the depositor shall bear the full responsibility. Any communication or notice from the Bank shall be sent to the depositor's telephone number and address as indicated on the back of the depositor's signature card, unless otherwise stipulated. The depositor shall promptly notify the Bank of any address changes in writing or with a previously agreed method. If the depositor fails to notify the Bank, the mailing address in the specimen of the signature card or the last notified address will be used as the address for delivery. The notice or letter from the Bank to the depositor shall be deemed to have been delivered to the address if the mail was not returned during the normal postal period.

- 三、本存戶存入票據須俟貴行收妥入帳後始可領用，並於入帳日起息，倘發生退票或其他情事，貴行得逕自本帳戶如數扣除。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 貴行或付款行代理本存戶辦理掛失止付及聲請公示催告、除權判決等事宜，並同意於發票人帳戶內足付票面金額時，經取得票款後，其餘權判決書由付款行作為沖銷帳款之憑證。

The deposited checks in the account will not be available until the money have been received by the Bank, and the value date will be the date when the Bank received the money. For circumstances such as dishonored checks, the bank will deduct the value from the account. **If the checks are stolen, lost, or disappear during the transportation, the depositor agrees to authorize the Bank to stop payment and declare a public notice and the judgment of exclusion, as well as to use the written judgment of exclusion as the certificate of offsetting the account upon the receipt of the money if the amount in the account is sufficient to pay off the denomination.**

- 四、新台幣活期性存款起息點、計息方式

The minimum deposit amount of an NTD demand deposit account and the basis required for accumulating interest:

(一) 本存戶同意活期(儲蓄)存款按每日存款餘額，依貴行牌告利率按日(除以365)計息，活期存款計息之起息點為新臺幣壹萬元，活期儲蓄存款計息之起息點為新臺幣伍仟元，並以元為計息單位，均計算至元為止，元以下四捨五入。利息於每年六月二十日、十二月二十日結算一次，並於結算日之次一營業日滾入本金。

The depositor agrees that the interest of the demand (savings) deposit is calculated according to the daily balance (divided by 365 days). The minimum deposit amount of a demand deposit account required for accumulating interest is NT\$10,000, and the minimum deposit amount of a demand deposit savings account for accumulating interest is NT\$5,000. The calculation unit is NT dollars, and the number will be rounded off to the nearest integer in dollars. The interest will be settled on June 20 and December 20 of each year, and it will be rolled into the principal on the next business day of the settlement date.

(二) 各種存款計息期間為自存款日起算至提款日之前一日止。

The calculation period of interest for various deposits is calculated from the date of deposit until the day before the deposit is withdrawn.

(三) 起息點、計息方式如有修改時公告於網站及各分行營業場所，不另行通知。

The Bank may, from time to time, adjust the minimum deposit amount and the basis required for accumulating interest without notice; such changes are available at branches or on the website of the Bank.

五、本帳戶如開戶未滿三個月即結清或與貴行其他往來業務，經貴行訂定須繳付工本費、手續費者，本存戶同意依貴行收費標準繳付相關費用或由貴行逕自存款帳戶內扣取。前項收費標準經貴行調整後，同意貴行於營業場所或合庫網站公告後生效。

If the account is closed within three months after opening or has other business transactions with the Bank, the depositor agrees to pay the relevant fees and service charges stipulated by the Bank or deduct the fees from the deposit account. The depositor also agrees that the adjustment of the aforementioned fees will take effect after the announcement at the branches or on the website of the Taiwan Cooperative Bank.

六、本存戶授權貴行無須事先通知而逕自本帳戶內扣帳抵付本存戶應付貴行之各項本金、利息、違約金、手續費、郵電費、承兌費、逾期息、退票違約金、退票清償註記手續費及其他應付款項。

The depositor authorizes the Bank to debit the amount of the following from the depositor's account at any time without prior notice: the principal, interest, penalty, service charge, postage and telecommunications charges, acceptance fees, overdue interest, penalty of a dishonored check, service charge for settlement notes of a dishonored check and other payables to the Bank.

七、本存戶使用自動化服務系統之帳務劃分時間：以日曆日為帳務劃分點，前述帳務劃分點貴行得視需要隨時調整，不再另行通知。存戶同意於營業時間（星期一至星期五（例假日除外）上午九時至下午三時三十分）後，所轉入貴行之款項，僅得使用自動化服務系統提領或轉帳，轉入其他金融機構者，依其規定。The accounting cutoff time for the automated service system: the aforementioned accounting cutoff time is subject to adjustment at any time without further notice and it is based on the calendar days. The depositor agrees that the money transferred to the account after business hours (Monday to Friday from 9:00 am to 3:30 pm, excluding holidays) can only be withdrawn or transferred by the automated service system; the use of the money transfer to other financial institutions will be based on their regulations.

八、本存戶使用自動化服務系統之轉帳交易是否係逾時交易，以貴行系統接獲交易資料之時間為準。存戶利用自動化服務系統將款項轉入支票存款帳戶，應於營業時間點（星期一至星期五下午三點三十分）前完成轉入手續並經查詢確定，如因轉帳程序，未能完成而遭致退票，除能證明貴行有可歸責之事由外，應由存戶負責。

Whether or not the transaction made by the depositor using the automated service system is an overdue transaction will depend on the time the transaction data is received by the system of the Bank. When the depositor uses the automated service system to transfer money to a checking account, the transaction should be completed and confirmed before the end of the business hours (3:30 pm, Monday to Friday). If the transfer procedure is not completed resulting in dishonored check, the depositor should be fully responsible unless the depositor has a proof that it was due to causes attributable to the Bank.

九、使用自動化服務系統辦理轉帳之金額不得超逾本存戶轉出帳戶轉帳當時之可用餘額，若轉出帳戶為支票存款或綜合存款帳戶，且存款餘額不足支付時，授權貴行得在本存戶支票存款透支額度或綜合存款項下

之定期（儲蓄）存款金額範圍內質借陸續支用，其超過存款餘額之轉出金額即為向貴行之借款，不另立借據。每次最高轉帳金額及每日累計最高轉帳金額之限制暨透支或質借計息方式，均依貴行相關規定辦理。

The transfer amount for the account using the automated service system service shall not exceed the available balance of the account at the time when the transaction is made. If the Bank balance is insufficient for the depositor's withdrawal or payment from a deposit checking account or a composite deposit account, the Bank is authorized and may advance the insufficient sums within the coverage of the pledge guarantee in the time deposit (savings) account. These advances are deemed as the depositor's debit which is owed to the Bank even though a loan contract is not issued. The principal and interest of the time deposit are fully pledged to the Bank as collaterals. The maximum amount of transfer, the limit of accumulated daily deposit amount, and the interest of overdraft and pledge shall be conducted in accordance with the relevant regulations of the Bank.

- 十、貴行、國際組織資訊系統或金融資訊系統等自動化服務系統如因停電、斷線、電腦系統故障或其他原因致無法操作時，得暫時停止服務，如本存戶因此遭致遲延損失，本存戶同意無條件免除貴行之遲延損失賠償責任，惟如有可歸責貴行之事由者，則不在此限。

If the automated service system in the Bank, the information technology system of international organizations or financial information system is unable to operate due to power shortage, disconnection, malfunctions of the computer system or other causes, the Bank may temporarily suspend the service. Any delayed loss of the depositor due to such incidents, the depositor agrees to unconditionally waive any delayed loss or responsibility of the Bank, unless the incident is due to causes attributable to the Bank.

- 十一、本存戶因使用金融卡存款、提款、轉帳或消費，或使用語音服務、網路銀行所取得之資料，如因貴行電腦系統故障或誤入帳而致帳務不正確時，本存戶同意以沖正後之正確資料為準。

If the depositor obtains incorrect account information due to malfunctions of the computer system, when using the ATM card for deposit, withdrawal, transfer, or purchase, telephone banking services or online banking, the depositor agrees for the Bank to make corrections for the incorrect information.

- 十二、本存戶瞭解並同意貴行有權於其營業目的或其他法令許可範圍內，得依主管機關規定或核准將本約定書有關之各項業務，委託適當之第三人或與其他機構合作辦理，並得將本存戶之個人資料提供第三人為蒐集、處理、利用及國際傳輸，惟該第三人仍應依法保守秘密。

The depositor hereby acknowledges and agrees that the Bank, for business purposes and in accordance with the laws and regulations from the competent authorities, may outsource a third party for internal operating systems and procedures related to all business mentioned in this agreement. The depositor further acknowledges and consents that the Bank may disclose information regarding the depositor to any third party in charge of such related business under a strict code of secrecy, and that the Bank may, retain a third party to collect, process, use, and internationally transmit information within the scope and purpose hereof.

- 十三、本存戶/持卡人/委託人如有下列之情形，貴行得為下列之處理：

If the depositor/cardholder/settlor is in the following circumstances, the bank will take the following corresponding measures:

- (一)受經濟制裁、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者，貴行得拒絕業務往來或逕行關戶。

Upon discovery that the depositor is a terrorist or terrorist group subject to economic sanctions or identified or tracked by foreign governments or international organizations against money laundering, the Bank may suspend all transactions or close the account.

- (二)如有不配合貴行審視、拒絕提供實際受益人或對本存戶行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明之情形，貴行得暫時停止交易、暫時停止或終止業務關係或採行其他必要之措施。

For the depositor such as unwilling to coordinate with the routine review, refuse to provide actual beneficiaries or information about exercising the control over the depositor, or unwilling to explain the nature and purpose of the transaction and sources of the funds, and so on, the Bank may temporarily suspend or terminate business relationship with the depositor or take other necessary measures.

- (三)本存戶申請使用（含以後申請）金融卡、語音轉帳、網路轉帳及其他電子支付之轉帳，如經貴行認為帳戶有疑似不當使用之情事時，貴行得逕自終止本存戶使用前述各項服務。

If the bank suspects the depositor is improperly using the ATM card (including the application of a new

card in the future), telephone banking transfer, online transfer, and other electronic payment transfer, the bank may terminate the depositor's use of the preceding services.

- 十四、本存戶於貴行辦理存、提款或貴行受託代發（扣）款項，如因貴行電腦系統故障或誤入帳而致帳務不正確時，本存戶同意貴行得逕予辦理更正。

If the depositor's account information is incorrect due to malfunctions of the computer information system or an accounting mistake, including the depositor's deposit, withdrawal, and trustee withdrawal or payment, the depositor agrees to authorize the Bank to correct the information.

- 十五、本存戶寄存於貴行之存款，如遭法院或法務部行政執行署等強制執行時，除執行之案款外，本存戶並同意貴行得逕自本帳戶扣抵相關手續費用。

If the depositor's deposit in the Bank is enforced (including preserved or conclusively enforced) by a court or the Administrative Enforcement Agency of the Ministry of Justice, the depositor agrees to authorize the Bank to debit the enforced payment and relevant service charges from the account.

- 十六、本存戶所提出之身分證明文件或登記證照或核准成立（備案）等證件，經貴行查證與該證件主管機關所載資料不符且本存戶未補正相關資料時，同意貴行得暫停本帳戶所有存取款業務。

The identity documents, registration certificates, or supporting documents of establishment approval (alternative) submitted by the depositor will be verified by the Bank. If the information contained in the supporting documentation does not conform to the depositor after verifying with the competent authority and the depositor does not resubmit the relevant information required, the depositor agrees to authorize the Bank to suspend all the business transactions of the account.

- 十七、本存戶同意存入或提取臺、外幣現鈔或旅行支票達等值新臺幣 50 萬元以上時，應提供本存戶(或代理人)身分證明文件供貴行查驗登記，前述金額將依主管機關之規定調整。本存戶存入或提取外幣現鈔以貴行經售幣別為限，並同意按貴行當日牌告即期匯率與外幣現鈔匯率之差額依貴行規定計收手續費。

The depositor agrees to provide the depositor's (or an agent's) identity document to the Bank for identity verification when depositing or withdrawing amounts equivalent to NT\$500,000 or more to/from the account, including cash in NTD / foreign currency, or traveler's checks. The aforementioned amount is subject to adjustment by the competent authority. The depositor's deposit or withdrawal of foreign currency shall be restricted to the Bank's prevailing currencies and the depositor agrees to pay the service charge for the difference between the spot exchange rate and the cash exchange rate of foreign currency according to the regulations of the Bank.

- 十八、存摺記載之金額：本存款存摺金額與貴行相關帳載金額不相符時，本存戶同意以貴行帳載金額為準。惟本存戶對交易內容或帳載金額如有疑義，應即向貴行查證，如係貴行記載錯誤者，貴行應即更正。存摺存款之交易明細，如達 100 筆未及登錄於存摺時，本存戶同意貴行得將未登摺之各筆彙總為一筆逕行補登，並於本存戶申請時，另發給未登摺部份之往來明細，前述未登摺筆數，本存戶同意貴行得依業務需要隨時調整之。

The amount recorded in the passbook: If the account balance does not match the Bank's internal record, the depositor shall agree and certify that the Bank's internal record is deemed correct. However, if the depositor has doubts about the transaction records or the amount in the account, the depositor should immediately check with the Bank. The Bank shall make the correction if there is a mistake in the record. If there are more than 100 un-updated transaction records in the passbook, the depositor agrees to authorize the Bank to summarize all un-updated transaction records in one lump sum record for the passbook. The depositor can also apply for the details of these un-updated transaction records. The depositor agrees to authorize the Bank to change the aforementioned number of un-updated transaction records at any time according to business purposes.

- 十九、本存戶如有依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所通知拒絕往來、停止營業、清理債務、受強制執行、假扣押、假處分或其他保全處分等情事時，本存款項下之存、借款均得視為全部到期，本存戶並喪失一切期限利益，由貴行依法行使質權或主張抵銷。

If the depositor is subject to petition for bankruptcy, application for declaration of bankruptcy, reorganization, suspension of business, liquidation, compulsory execution, provisional attachment, provisional injunction or any other similar administrative punishment, all the deposits and loans under the account shall be deemed matured. The depositor loses all the rights of the deposit and loan, and the Bank may exercise set-off rights according to relevant laws or regulations.

- 廿十、本存戶同意依貴行訂定『存匯款業務各項服務手續費收費標準表』(如附件)及『合作金庫商業銀行外匯匯兌業務收費標準』(如附件)之收費標準繳納相關費用。
The depositor agrees to pay the relevant service fees and charges according to the “Table of Service Charges for NTD Deposit and Remittance Services” (see attachment) and the “Service Charges for Foreign Exchange and Remittance Services of the Taiwan Cooperative Bank” (see attachment).
本存戶同意貴行得依業務需要，修改本約定書或調整本存款之相關服務內容，或修正前項收費標準表，並在貴行營業處所明顯處或網站上公告，以代通知，本存戶同意適用修改後之本約定書及異動後之服務內容或收費標準，並受其約束。
The depositor agrees that the Bank may amend any service terms and conditions and/or service fees and charges in the aforementioned table hereof, such amendment shall be notified at the branches or on the website of the Bank. The Depositor shall be deemed to agree and thus be subject to the amendment to this Agreement thereof.
前項變更或調整收取費用，貴行應至少於生效日 60 日前公告，但有利於本存戶者不在此限。
The Bank shall announce the amendments to the aforementioned service charges at least 60 days prior to the effective date; however, this limit is not applicable to the circumstances that are beneficial to the depositor.
- 廿一、本約定書準據法，依中華民國法律。因本約定書而涉訟者，以貴行或本存款開戶之分支機構所在地為履行地，並以該所在地之地方法院為管轄法院。但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。
The governing law for this Agreement is based on the laws of the R.O.C. Any dispute arising therefrom shall be subject to the jurisdiction of the District Court governing the original branch of the account, and the prescribed location shall be based on the Bank or where the original branch of the account is located. However, the regulations in Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure shall be applied to the small-claim proceedings in the jurisdiction court.
- 廿二、本約定書未盡事宜，本存戶同意依中華民國相關法令辦理，並得經雙方協議，以書面補充或修正之。
This Agreement, any terms and regulations not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C. and applicable rules and regulations. Any amendment or modification made in writing with agreement by the depositor and the Bank shall be binding upon both parties.
- 廿三、本存款屬存款保險條例規定之標的，受存款保險之保障，但信託本金及黃金存摺不受存款保險之保障。
The deposit defined as insured subjects in the provisions of the Deposit Insurance Act is protected by the deposit insurance, but the principal of the trust and the gold passbook are not protected by the deposit insurance.
- 廿四、申訴專線：電話：04-2227-3131、0800-033175。
Complaint hotline: Tel: 04-2227-3131; 0800-033175.
電子信箱(E-MAIL)：e_bank@tcb-bank.com.tw。
E-mail: e_bank@tcb-bank.com.tw
- 廿五、本約定書壹式貳份，由貴行及本存戶各執壹份為憑。
This Agreement is made in duplicate. The depositor and the Bank shall, respectively, both keep a copy of the Agreement.
- 廿六、本合約中，除非合約本文另有約定，下開名詞之意義如下：
In this agreement, except as otherwise expressly provided herein or unless the context herein otherwise requires, the following terms have the respective meanings stated below:
1.原開戶單位：存戶開立帳戶之分行。
The original branch: the branch where the depositor opens an account at.
2.代理單位：開戶分行以外之所有分行。
The business branch: all the branches of the bank other than the original branch.
3.原留印鑑：留存與本行之約定印鑑。
The original seal: the signature/seal which matches the specimen kept in the bank’s file.
- 廿七、英文翻譯僅供參考，若中文與英文之內容不一致時，以中文為準。
The English translation is only for reference, in the event of any discrepancy between the Chinese and English texts hereof and thereof, the Chinese version shall govern.

貳、新臺幣各項存款特別約定事項

II. Special Provisions for Deposits in NTD

一、聯行代付款約定事項：

Provisions for interbank payment:

- (一) 本存戶同意每次在貴行各營業單位提款時，應憑存摺、原留印鑑、存摺提款密碼及取款憑條辦理，否則貴行得拒絕付款；但委託貴行扣繳借款本息、代繳公用事業費用及以取款憑條繳納所得稅或依其他約定方式撥轉支付者，不在此限。

The depositor agrees that withdrawals at the branches of the Bank shall be permitted only by the presentation of the passbook, the original seal, the passbook password for withdrawals and a written withdrawal slip in the form and substance satisfactory to the Bank; otherwise, the bank may refuse the withdrawal. However, this limit is not applicable to the withholding payment for the principal and interest of loans, payment of utility services, income tax payment with a withdrawal slip and transferred payment based on previously agreed upon methods.

- (二) 貴行電腦連線作業系統故障時，本存戶之提款應向原開戶單位辦理，在該期間內如向貴行申請掛失補發存摺時，貴行得暫停補發新存摺。

During the time of the Bank's computer operating system malfunction, the depositor shall withdraw money at the original branch of the account. During this period, if the depositor applies for issuance of a new passbook due to lost passbook, the Bank may suspend the issuance process of a new passbook.

- (三) 本存戶之存摺提款密碼（不得均為同一數字）應妥善保密，如因遺忘或擬變更，得向各營業單位申請辦理。

The depositor is responsible for the confidentiality of the passbook password (it cannot all be in the same numbers) for withdrawal. If the depositor forgets the password or wishes to change this password, the depositor may visit any branches of the Bank to change the password.

- (四) 本存戶在貴行各代理單位存入之交換票據若遭退票時，應於退票後三個營業日內憑原留印鑑至存入該張票據之代理單位領回退票，逾時則應回原開戶單位辦理領回。

If the exchange bill is returned when depositing it at the business branch of the Bank, the depositor shall collect the returned bill with the original seal for the account within three business days, otherwise the depositor will have to go back to the original branch of the account to collect the returned bill.

- (五) 本存戶申請停用存摺提款密碼後，限在原開戶單位辦理提款。

After applying for the cancellation of the passbook password for withdrawal, the depositor can only withdraw money at the original branch of the account.

二、綜合存款約定事項：

Provisions for deposit in the composite deposit account:

- (一) 本存款項下分設活期存款或活期儲蓄存款、定期存款或定期儲蓄存款及擔保放款（以下簡稱活存、活儲、定存、定儲及借款），本存戶應憑存摺與存款憑條、取款憑條辦理存、取款及借款。

The composite deposit account includes demand deposit, demand savings deposit, time deposit, and time savings deposit, and secured loan. The depositor is permitted to deposit, withdraw, and loan money from the Bank only by the passbook and a written deposit or withdrawal slip.

- (二) 本存款項下之定存或定儲，同意悉數設定質權予貴行，以擔保本存戶在本存款項下之全部借款，貴行就該定存或定儲部份，不另開立存單，併同存摺交由本存戶保管；本存戶並同意不將本存款轉讓或設定質權予第三人，嗣後貴行行使質權時，本存戶亦表同意。

The time deposit or time savings deposit under this composite deposit account shall be fully pledged to the Bank as collaterals for all the loans under this deposit account. For time deposit or time savings deposit under this composite account, the bank will not issue any certificate and the related transactions details will be record in the passbook kept by the depositor. The depositor agrees not to transfer or pledge the deposit to a third party. The depositor agrees and authorizes the Bank to exercise the pledge.

- (三) 本存款項下之活存或活儲，其餘額如不足支付本存戶取款金額或其他約定之代扣款項時，則由貴行自動就本存款之定存、定儲總額九成限度內墊付，墊付金額即為本存戶向貴行之借款，不另立借據。前項借款之期間，不得超過借款當時本存款項下各筆定存或定儲之最後到期日

If the bank balance of the demand deposit or demand savings deposit under this composite deposit

account is insufficient for the depositor's withdrawal or other payments, the Bank may advance the insufficient sums within the coverage of pledge guarantee, a maximum amount of 90% of the principal. These advances are deemed the depositor's debit which is owed to the Bank even though a loan contract is not issued. The expiry date of the aforementioned loan may not be later than the maturity date of any time deposit or time savings deposit under this composite deposit account.

- (四) 前項借款之本息，由貴行就本存戶日後存入本存款項下之活存、活儲，或定存、定儲經中途解約或到期解約之款項自動抵償，無須貴行另行通知。

Deposit under this account will be automatically made as repayment to the principal and interest of the abovementioned loan in the preceding paragraph; the Bank may, at any time, debit the demand deposit, demand savings deposit, or the early withdrawal or matured of the time (savings) deposit under this account without prior notice.

- (五) 本存款項下各種存款之利息，按貴行牌告利率計息，採機動利率者，依照貴行牌告利率調整幅度隨時調整；定存或定儲計息方式，足月部分按月計息，即本金乘月利率（年利率除以 12），再乘月數即得利息額。不足月之畸零天數部分，按日計息，即乘年利率再除以 365 即得每日利息額。借款利息除另有約定外，按定存或定儲之利率加 1.5%計息，如有多筆定存或定儲且利率不一時，則按各定存或定儲利率依序由低至高分別加計，並就各筆定存或定儲得質借限額分段計算借款利息。

The interest of the account shall be calculated with the prevailing interest rate. The interest rate on a floating basis will be adjusted according to the adjustment of the interest rate by the Bank. The interest calculation for the time deposit or time savings deposit: the interest can be calculated by multiplying the principal by the monthly interest rate (dividing the annual interest rate by 12) and the number of full deposited month; the rest of the days will be calculated on a daily basis, which is multiplying the principal by the daily interest (dividing the annual interest rate by 365) and the number of days. The interest on the loan shall be calculated as adding 1.5% to the interest rate of the time deposit or time savings deposit, unless otherwise stipulated. If the time deposit or time savings deposit consists of different interest rates, the time deposit or time savings deposit will be chosen as collateral according to the interest rates thereof in ascending order and the loan interest will be calculated, respectively, for each of the time deposit or time savings deposit.

- (六) 本存款項下各種存款利息計算方法，除依照貴行之規定辦理外，其利息由貴行自動轉帳存入活存或活儲內。借款之利息比照貴行透支計息規定辦理，惟一律按每日最終餘額計算，每月月底結息一次，由貴行逕入活存或活儲帳之借方，如尚未動用之借款額度不足墊付利息時，不足部分本存戶應於結息日以現金存入。

The interest of deposit under this deposit account shall be conducted according to the regulations stipulated by the Bank, and the interest shall be credited to the demand deposit or demand savings deposit. The interest on the loan is calculated in accordance with the regulations of the overdraft interest of the Bank. However, it will be calculated on the basis of the final balance of each day and the interest is settled at the end of each month. The Bank may debit the demand deposit or a demand savings deposit account for interest payable without prior notice to the depositor. If the unused loan facility amount is insufficient for the repayment amount, the depositor should repay the amount in cash no later than the monthly accrual interest date.

- (七) 貴行對本存戶墊付之金額如超過本約定事項（三）所載之最高限額時，如經貴行通知後一個月內，本存戶仍未以現金清償超過之部分，貴行得將本存款項下之定存或定儲中途解約並抵償之。

If the Bank's advance exceeds the maximum amount stipulated in the preceding Point (3) of this Agreement, the depositor shall repay the excess amount in cash thereof within one month after the receipt of the Bank notice. Should the depositor fail to do so, the Bank may, at any time, debit the time deposit or time savings deposit under this account for repayment without prior notice.

- (八) 本存款項下之定存或定儲到期時未申請自動轉存者，除本存戶另有約定外，同意於到期日由貴行自動將該筆定（儲）存金額轉入綜合活期（儲）存款帳戶。

If the depositor does not apply for automatic renewal for the time deposit or time savings deposit, the depositor shall agree that the amount of time deposit or time savings deposit, at the maturity date, will be transferred to this composite demand deposit (savings) account, unless otherwise stipulated.

- (九) 本存款項下之定存或定儲於到期日前中途解約者，應於七日以前通知貴行，如未能於七日以前通知者，

經貴行同意亦得辦理。

The depositor may terminate a time (savings) deposit under this account prior to the maturity date by giving 7-day prior notice to the Bank. In case no notice is given 7 days before the termination, the Bank's consent is needed for an early withdrawal.

1. 中途解約時，應將存款全部一次結清，其利息係依存款實際存儲期間，按其存入當時貴行相當期別定期存款牌告利率單利八折計息，若貴行無該期別之牌告利率時，則以最接近之較低期別牌告利率計息；惟未存滿一個月者不計息。

For an early withdrawal, the amount of deposit should be settled at once and the Bank shall pay the depositor 80% of the accrued interest calculated with the prevailing interest rate of an identical term. If such interest rate is not applicable, the interest shall be calculated with the prevailing interest rate of a shorter term. However, interests will not be accumulated if the actual deposit period in the account is less than one month.

2. 中途解約時，若存戶依原存單利率按月領取之利息已超過貴行應付之利息時，貴行有權就該溢付之利息數額，自應返還予存戶之存款本金中逕行扣回。

For an early withdrawal, in case the interest payable resulting from the early withdrawal is less than the interest paid by the Bank, the Bank retains the right to debit the depositor's account or the principal of the deposit for the difference.

三、無摺提款服務約定事項：

Provisions for withdrawal without a passbook:

辦理無摺提款交易時，須由存戶本人（法人、團體為其代表人）親赴原開戶單位憑原留印鑑及提款密碼辦理。

The transaction of withdrawal without a passbook must be conducted by the depositor in person (or a legal entity or organization that is the depositor's legal representative) at the original branch of the account along with the original seal and the password for money withdrawal.

四、代繳公用事業或其他事業費用約定事項：

Provisions for the payment of public utility services or other expenses:

- (一) 本存戶向貴行申請代繳公用事業或其他費用服務，請自接受委託之事業單位同意之月起開始辦理，在未洽妥同意前，各月份之費用仍由本存戶自行繳納。

Upon the application of direct debit service for the payment of public utility services or other expenses, the Bank will start the direct debit service from the month on which the entrusted institution agrees; the fees and expenses before the month shall be paid by the depositor.

- (二) 如本帳戶因存款不足、存款遭法院扣押、未中止委託前自行結清帳戶或其他非可歸責於貴行之原因，致無法代繳者，貴行得逕自終止代繳之委託，若因此所造成之損失或責任，概由本存戶負責。

If the direct debit cannot be conducted due to insufficient amount in the account, a court attachment, closing the account before canceling the direct debit, or other reasons that are not attributable to the Bank, the Bank is authorized to cancel the direct debit service for the account and the depositor will be responsible for any loss or liability.

五、無卡存款服務約定事項

Provisions for Cardless Deposit

- (一) 存款人得於貴行自動櫃員機輸入其本人所持有之行動電話號碼(該行動電話號碼毋須與貴行約定)及欲存入之貴行活期性存款帳號，再輸入手機所收到之交易驗證碼並驗證無誤後，即可進行存款交易。

Depositors can use TCB's ATM to deposit money by entering the mobile phone number, the current account number, and the transaction verification code which the mobile phone received (The mobil phone number doesn't have to designated with the bnak).

- (二) 上述存款方式限存入設於貴行之活期性存款帳戶，且每一活期性存款帳戶單筆最高限額及每日累計最高限額均為新臺幣 3 萬元。

Cardless Deposit can only deposit money into TCB's current deposit account. The maximum amount for both single transaction and daily accumulation are NTD30,000.

參、存款往來項目特別約定事項

Special Provisions for Deposit Transactions

(存戶如申請 Combo 信用卡，須另簽訂信用卡約定條款)

(When depositors apply for a Combo credit card, they will also need to sign a credit card agreement.)

一、金融卡約定事項

Provisions for ATM cards

一之一、金融卡一般功能（存款、提款、轉帳、繳稅、繳費、密碼變更、查詢餘額之功能）：

1-1. General functions of ATM cards (including deposit, withdrawal, transfer, paying taxes, making payment, password change and checking account balance):

(一) (領取、啟用及作廢)

(Receive, activate and terminate)

存戶如領取金融卡、基碼通知書及辦理啟用登錄手續者，應依下列方式辦理。(若無勾選，則視為親自領取)：

The depositor shall follow one of the procedures below for activating the ATM card with the initial PIN notification letter. (If none of the following is checked, it is deemed to pick up relevant documents in person):

□親持身分證明文件及原留印鑑至貴行自行領取

Pick up the ATM card and initial PIN notification letter at the Bank in person with identification documents and the original seal.

□委託他人代為領取（存戶須填寫「金融卡領取（啟用）委託書」）。

Authorize others to pick up relevant documents on the behalf of the depositor (the depositor shall fill out the letter of authorization for receiving and activating the ATM card)

存戶自申請日起算逾六個月未領取者，貴行得將金融卡及基碼通知書逕行作廢。

If the ATM card has not been picked up by the depositor for more than six months from the date of application, the Bank may cancel the ATM card and the initial PIN notification letter.

採預製金融卡（含密碼）者，存戶於辦妥開戶及填具本約定書後，即可領取金融卡及基碼通知書，並辦理啟用登錄手續。

If the ATM card (including PIN) is pre-made for the depositors, they can pick up the ATM card and the initial PIN notification letter upon completing the account opening procedures and signing this Agreement, and then proceed to activate procedure.

(二) (密碼變更)

(Password change)

存戶如欲變更密碼者，得利用自動化服務設備自行更改密碼，其次數不受限制。

The depositor must use the automated service equipment for a password change, and there is no restriction on the number of times a password can be changed.

惟存戶應熟記使用之密碼，絕對保密，並妥善保管金融卡，以確保存款安全。

The depositor **should memorize the password and keep it confidential; the depositor shall also keep the ATM card in a safe place to ensure the safety of his/her deposit.**

(三) (轉帳功能之申請)

(Application for account transfer)

本帳戶金融卡不主動提供非約定帳戶轉帳功能，惟本存戶得親自辦理申請非約定帳戶轉帳，亦得親自辦理申請約定帳戶轉帳。

The default function of the ATM card does not include the transferring of money to a non-designated account. Applying for transferring of money to a non-designated account or a designated account, must be done by the depositor in person.

(四) (一卡多帳號功能申請及限制)

(Application and restrictions of linked accounts)

1. 存戶領取之金融卡晶片得存放 8 個交易帳號。存戶同意申請金融卡之存款帳號為金融卡之主帳號，另存戶可依需求向貴行申請將本人活期性新臺幣存款帳號約定為金融卡附屬帳號，每一金融卡至多

約定 7 個附屬帳號。

The IC chip of the ATM card is allowed to store 8 accounts. The depositor agrees that the deposit account to apply for the card is the primary account. The depositor should apply to the Bank for designating demand deposit NTD accounts as linked accounts to the ATM card if needed. An ATM card can be designated with 7 linked accounts at most.

2. 存戶使用金融卡進行磁條交易時，僅限使用主帳號。

The transactions with magnetic stripe is only available for the primary account of the ATM card.

3. 存戶同意同一金融卡內帳號之交易限額合併計算並共用金融卡約定轉入帳號。

The depositor agrees to a combined transaction amount limit for linked accounts to an ATM card. The designated accounts of the ATM card is available for linked accounts.

(五) (存款金額之限制)

(Restrictions on deposit amount)

存戶使用金融卡於貴行自動化服務設備存入現金，於存入非本人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入本人之帳戶者則不受金額之限制。

When using ATM card and automated service equipment to deposit money into an account that does not belong to the depositor, the restriction on the amount of money depositing to a non-designated account shall apply to such deposits; however, the restriction on the amount of money does not apply to money depositing into the depositor's account.

(六) (存款、提款及轉帳金額之限制：單位為新臺幣萬元)

(Restrictions on deposits, withdrawals, and transfer amount; unit: NTD10,000)

交易類別 Transaction Type		單筆最高 限額 Maximum amount for single transaction	每日累計 最高限額 Maximum accumulated daily amount	每日限額併計說明 Combined daily limit and description	一卡多帳號 限額併計說明 Combined limit for Card
國內提款 Domestic withdrawal	自行 The Bank	3	15	國內與國際提款金額 併計 Combined amount of domestic and international withdrawals	每卡每日累計最高 30 萬元。 Maximum accumulated daily amount is 30 per card.
	跨行 Interbank	2			
國際提款 International withdrawal		2	15		
本行 ATM 存款 Deposit at the Bank	本行本人帳戶 Other account of the depositor at the Bank	10	無限額 No limit	無限額 No limit	
	本行他人帳戶/ 他行帳戶 Others' account at the Bank/account at another bank	3	3	存款存入本行他人帳 戶/他行帳戶、消費扣 款、非約定帳戶轉帳 (ATM、eATM 及跨境 匯出)併計 A total of deposit into others' account at the Bank/account at another bank, Smart Pay, and transferring of money to a non- designated account (at ATM, eATM, and transnational remittance)	存款存入本行他人帳戶/他 行帳戶、消費扣款、非約定 帳戶轉帳(ATM、eATM 及 跨境匯出)併計，每卡每日 累計最高 20 萬元。跨境匯 出每卡每月累計最高 30 萬 元。 Maximum daily total amount of deposit into others' account at the Bank/account at other bank, Smart Pay, and transferring of money to a non-designated account (at ATM, eATM, and transnational remittance) is 20 per card.
消費扣款 Smart Pay		10	10		
非約定 帳戶轉 帳 Transferrin g of money to a non-designa ted account	實體 ATM At ATM	Including transactions of the	3		
	eATM		10		
	跨境匯出 Transnational remittance	10	30/月 per month		

						Maximum monthly total amount of transnational remittance is 30 per card.
約定帳戶轉帳 Transferring of money to a designated account		200	200	約定帳戶轉帳、繳費、繳稅併計 A total of transferring of money to a designated account, payments, and to pay taxes		
繳費 Payments		200	200			
繳稅 Pay taxes		200	200			

(七) (存摺補登)

(Update of passbook)

存戶使用金融卡連續提款、轉帳或進行非約定帳戶轉帳不受需補登存摺方可繼續使用金融卡之限制。

The depositors can continuously use the ATM card to withdraw, transfer or make money transfer to a non-designated account and the passbook is not required to be updated before the next transaction.

(八) (存款、提款及轉帳限額之調整及其揭示)**(Adjustment of deposit, withdrawal and transfer limit and disclosures)**

前二條所定之金額及次數，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貴行網站公開揭示之，不需另行通知及簽署約定書。

The amount and number of times prescribed in the preceding two articles may be amended at any time depending on the needs of the Bank. The Bank shall announce the amendment at least 30 days prior to the effective date at its business premises or on its website, **without further notice to the depositor and signing of an agreement.**

(九) (存戶轉帳錯誤，貴行協助事項)**(The Bank's assistance on the depositor's error transfer)**

存戶使用金融卡辦理轉帳交易，應仔細檢核轉入帳戶之金融機構代號、帳號與金額，倘因存戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經存戶通知貴行，貴行應即辦理以下事項：

When conducting account transfer with a ATM card, the depositor shall carefully verify the account's financial institution code, account number and the transfer amount; however, if the money is transferred to a wrong account or the transfer amount is incorrect due to the depositor's error such as incorrect input for the financial institution code, deposit account number or transfer amount, the Bank shall conduct the following matters upon notification by the depositor.

1、依據相關法令提供該筆交易之明細及相關資料。

Provide details of the transaction and related information in accordance with relevant laws and regulations.

2、協助通知轉入行處理。

Notify the transfer corresponding bank for assistance.

3、回報處理情形。

Report the status of progress.

(十) (自行或跨行交易之行為效力)

(Validity on transactions of the Bank or interbank transactions)

存戶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，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。

The validity on transactions via the Bank or interbank which are conducted with a ATM card and password in an automated service equipment or other device of a financial institution connecting to a financial information system, is deemed to have the equivalent validity on transactions conducted by a passbook and a seal.

(十一) (交易時點之認定)

(The accounting cutoff time for transactions)

跨行交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。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。超逾帳務劃分點之存入款項僅能利用自動化服務設備提取，但不得支付當日應付交換票據款項、股款交割及臨櫃提領。

Interbank transaction accounting cutoff time: The accounting cutoff time for Monday to Friday is at 3:30 pm. The transactions conducted after the accounting cutoff time and on non-business days will be treated as transactions conducted on the next business day. Whether or not the transaction made by the depositor is an overdue transaction will depend on the time of the transaction data is received by the system of the Bank. The deposit conducted after the accounting cutoff time can only be withdrawn by the automated service equipment, but it cannot be withdrawn via a bank teller, pay to the payable bill on the day or payable settlement amount of stock.

(十二) (國內提領外幣)

(Domestic withdrawal of foreign currency)

存戶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（手續費詳如十六）。

The depositor who is an adult and have a national I.D. card or an alien residence certificate can use an ATM card to withdraw foreign currency. The foreign currency received is calculated according to the Bank's prevailing rate of foreign currency and deducting the amount in NTD from the account after currency rate conversion (please refer to clause 16 for details of service charge).

(十三) (外幣交易授權結匯)

(Settlement of foreign currency exchange and transaction)

存戶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。

When conducting foreign currency transactions with an ATM card, the depositor authorizes the Bank to be the agent for the settlement of foreign currency exchange in the territory of the R.O.C in accordance with the relevant regulations of the Central Bank of the Republic of China (Taiwan) and the agreement between the two parties.

(十四) (契約終止或暫停提供金融卡功能)

(Contract termination or suspension on using the ATM card)

存戶得隨時終止本契約，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。

The depositor may terminate this contract at any time, in person or entrusting others with the letter of authorization to conduct relevant matters at the Bank. The ATM card shall be returned to the Bank, unless it is lost.

如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供金融卡之功能：

The Bank may terminate the contract at any time or temporarily suspend the ATM card for any of the following circumstances:

1、金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。

The ATM card is forged, altered or used for illegal money laundering or fraud.

2、存戶之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。

The account of the depositor is identified as payment suspension, warning or control account according to the laws.

3、存戶違反法令規定損及貴行權益或有其他不法行為。

The depositor violates the provisions of the laws and regulations, and affects the rights and interests of the Bank.

(十五) (誠信經營原則)

(Ethical corporate management)

任何一方知悉有人員違反禁止收受佣金、回扣或其他不正當利益之契約條款時，應立即據實將此等人員之身分、提供、承諾、要求或收受之方式、金額或其他不正當利益告知他方，並提供相關證據且配合他方調查。一方如因此而受有損害時，得向他方請求損害賠償，並得自應給付之契約價款中如數扣除。

Any party who discovers a person violating the contractual terms such as receiving commission, rebate, or

other improper benefits shall immediately inform the other party about the person's identity, supply, promise, request or the way of acceptance, amount or other improper benefits, as well as relevant evidence and cooperate with other parties for investigation. If a party suffers loss or damage based on the incident, the party may request compensation from the other party, and may make deductions from the payable payment in the contract.

(十六) (密碼使用錯誤次數及卡片留置、鎖卡之處理)

(The number of times an incorrect password can be input, and handling of card retention and card lock)

存戶使用金融卡進行交易，如輸入密碼錯誤連續達 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，存戶應親持身分證明文件及原留印鑑（被鎖碼時應併攜帶金融卡）分別依下列方式辦理：

When using the ATM card to conduct a transaction, if the depositor incorrectly inputs the password for three consecutive times, the depositor forgets to take the ATM card back, a lost ATM card is used, or other reasons that result in the card is locked or retained by the ATM. The depositor shall bring his/her identity document and the original seal (the ATM card is also required when the card is locked) to conduct the following:

- 1、金融卡遭鎖卡時，得至貴行任一營業單位辦理解鎖重設密碼。

When the ATM card is locked, it is required to visit any business premises of the Bank to apply for unlocking and resetting the password.

- 2、金融卡遭留置時，應自留置之次日起算一個月內至原開戶行取回或換發新卡，逾期未取回貴行得將金融卡註銷作廢。

When the ATM card is retained, the depositor needs to visit the original branch to retrieve the card or renew the card within one month from the next day of card retention. If the card is not retrieved within the designated time, the ATM card will be void.

(十七) (費用計收、調整及揭示)

(Transaction fees, adjustment and disclosure)

存戶使用金融卡所為各項交易或服務所生之工本費項目及金額如下：

The handling lists and fees for using the ATM card in the transactions or services contemplated herein are as follows:

1、交易手續費類：

Transaction handling fees:

- (1) 國內跨行提款:每筆為新臺幣（以下同）5 元。

Domestic interbank withdrawal: Each transaction costs NTD5 (the same below).

- (2) 國內跨行轉帳(自然人帳戶):交易金額為 1 至 500 元者，每日第一筆手續費 0 元(免費)，第二筆起每筆 10 元；交易金額為 501 至 1,000 元者，每筆 10 元；交易金額為 1,001 元以上者，每筆 15 元。

Domestic interbank transfer (natural person's account): For the transaction amount of NTD1 to NTD500: the first transaction of each day is free, the second transaction costs NTD10 and so on; for the transaction amount of NTD501 to NTD1,000, each transaction costs NTD10; for transaction amount more than NTD1,000: each transaction costs NTD15.

- (3) 國內跨行轉帳(非自然人帳戶):每筆 15 元。

Domestic interbank transfer (non-natural person's account): NTD15 per transaction.

- (4) 跨境匯出 Outbound 業務(跨境購物消費): 每筆交易金額 1%。

Transnational remittance of outbound business (transnational shopping expenses): 1% of each transaction amount.

前述交易手續費雙方同意自存戶帳戶扣繳。

Both parties agrees that the aforementioned transaction fees can be charged as direct debits from the deposit account of the depositor.

2、服務費用類：

Service charges:

- (1) 卡片解鎖或重設密碼：每次為 50 元。

Card unlocking or password re-setting: NTD50 each time.**(2) 補/換發新卡：每次為 100 元。****Replace/renew the card: NTD100 each time.**

前述服務費用雙方同意依下列方式繳納（若無勾選，則視為臨櫃辦理繳納）：

Both parties agree that the aforementioned service charges can be paid via the following (if none is selected, it will be deemed to pay through a bank teller at the Bank):

□臨櫃辦理繳納。

Pay through a bank teller at the Bank.

□自存戶帳戶扣繳。

Debit from the deposit account of the depositor.

□其他約定方式：

Other previously agreed method:

前項費用之公告及調整，貴行應以顯著方式於營業場所及貴行網站公開揭示。

The depositor agrees that the Bank may make adjustments on the charging standard in the preceding paragraph, and the Bank will make announcements at its business premises or on its website.

服務費用類非經貴行證明卡片須解鎖或補、換發係因可歸責於存款人之事由所致者，不得收取之。存戶因卡片須解鎖或補、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。

The Bank will not charge the depositor for card unlocking or replace/renew the ATM card unless the Bank can prove that it is due to causes attributable to the depositor. The Bank shall be liable for compensation on any losses caused by card unlocking or replace/renew the ATM card of the depositor; unless the Bank can prove otherwise that the card unlocking or replace/renew the ATM card is not attributable to the Bank.

(十八) (金融卡遺失、滅失、被竊或其他喪失佔有)**(In case the ATM card is lost, missing, stolen, or loses possession of it)**存戶應妥善保管金融卡，如有遺失、滅失、被竊或其他喪失占有等情形時，應即依下列方式向貴行辦理掛失手續：**Depositors shall keep their ATM cards in a safe place. If the card is lost, missing, stolen, or loses possession of it, the depositor should report to the Bank in the following ways:****1、電洽本行客服中心辦理掛失。(04-2227-3131 或 0800-033175)****Call the customer service center of the Bank to report a card loss. (04-2227-3131 or 0800-033175)****2、於營業時間內洽本行各營業單位辦理掛失。****Contact any business premises of the Bank during the business hours to report a card loss.****3、已申請電話語音服務之存戶，可自行透過本行電話語音系統辦理掛失。****The depositors who have applied for telephone banking service can report a card loss via the telephone banking system of the Bank.****4、透過本行網路銀行網站辦理掛失（須輸入金融卡帳號）。****Report a card loss via the Bank's online banking website (the ATM card number is required).**未辦理掛失手續前而遭冒用，貴行已經付款者，視為對存戶已為給付。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，致存戶密碼被冒用或盜用者，仍應由貴行負責。**If the ATM card was used by others and the Bank has already made the payment before the card was reported loss, it will be deemed as payment by the depositor. However, if the fraudulent use of the depositor's password is attributable to the automated service equipment operated by the Bank or other financial institutions as the information system is not managed through the exercise of the reasonable care of a good administrator, the Bank shall be responsible for such incidents.****(十九) (出借、轉讓或質押之禁止)****(Prohibition of card lending, transferring or pledge)**存戶應自行保管使用金融卡，如有出借、轉讓或質押者，存戶應自負其責。**Depositors should keep their cards in a safe place, and they should be solely responsible for any card lending, transferring, or pledge.****(二十) (複製或改製之禁止)**

(Prohibition of card duplication or remake)

存戶不得有複製或改製金融卡之行為。

Depositors must not duplicate or remake their ATM cards.

(二十一) (個人資料之使用)

(Use of personal data)

存戶因使用金融卡提款、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行政院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、國際傳遞及利用其個人資料。貴行非經存戶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。

Depositors agree that the Bank, the transaction involved financial institutions, Joint Credit Information Center, the Financial Information Service Co., Ltd., and other institutions authorized or established by the Financial Supervisory Commission of the Executive Yuan and the agricultural finance competent authority, to collect, process, and internationally transmit their personal data in accordance with laws and regulations during the business transactions, from the depositors' use of their ATM card for withdrawal, money transfer, foreign currency exchange, pay tax, payment, Smart Pay, account inquiry and other interbank business services. The Bank shall not furnish the aforementioned depositors' data and/or any information to a non-relevant third party without the consent of the depositors or other applicable laws.

(二十二) (申訴管道)

(Complaint channels)

本行申訴專線：

The Bank's complaint direct line:

免付費服務專線：0800-033175。

Free service line: 0800-033175.

電話：04-2227-3131。

Tel: 04-2227-3131.

傳真：04-2227-9191。

Fax: 04-2227-9191

電子信箱(E-MAIL)：e_bank@tcb-bank.com.tw。

E-mail: e_bank@tcb-bank.com.tw.

(二十三) (其他)

(Others)

本存戶變更身分證件統一編號，應親持晶片金融卡、身分證件及原留印鑑至本行辦理晶片更新資料；未辦理前述更新事項，所致金融卡交易功能喪失，概由存戶本人負責。

If the depositors change their national ID card number, they shall bring their IC-ATM card, the identity certificate and the original seal to the Bank to update their personal information; if the transaction function of the ATM card is disabled due to the aforementioned information is not updated, the depositors shall be fully responsible for it.

(二十四) (金融消費爭議)

(Disputes of financial consumption)

立約人對貴行除下列情事外，因商品或服務所生之民事爭議得適用金融消費者保護法之爭議處理程序，貴行對於財團法人金融消費評議中心所作應向金融消費者給付每一筆金額或財產價值在一定額度以下之評議決定，應予接受；評議決定超過一定額度，而立約人表明願意縮減該金額或財產價值至一定額度者，亦同。

Except for the following circumstances, the civil dispute arising out of the products or services shall be conducted in accordance with the dispute handling procedures in the Financial Consumer Protection Act. The Bank shall accept the Financial Ombudsman Institution's resolution on consumers' payment amount or property value. If the resolution exceeds a certain amount, and the contractor agrees to reduce the amount or the value of property to a certain amount, the same rule shall apply.

1、經法院判決確定，或已成立調處、評議、和解、調解或仲裁。

The case was determined by the judgment of the court, or it is in mediation, resolution,

settlement, mediation or arbitration.

2、純屬債務協商、投資表現或定價政策之範圍者。

It is purely under the scope of debt negotiation, investment performance or pricing policy.

3、其他爭議處理機構不予受理之情事。

Other disputes not accepted by the dispute handling institutions.

前項所稱之「一定額度」，就投資型金融商品或服務係指新臺幣 100 萬元，非投資型金融商品或服務則為新臺幣 10 萬元。

The term "a certain amount" as mentioned in the preceding paragraph refers to NTD1 million for the investment-type financial products or services and NTD100,000 for non-investment-type financial products or services.

前述一定額度之金額由財團法人金融消費評議中心擬訂，報請金融監督管理委員會核定後公告，嗣後調整時以金融監督管理委員會公告為準。

The aforementioned certain amount shall be stipulated up by the Financial Ombudsman Institution and submitted to the Financial Supervisory Commission for approval and announcement. The subsequent amendment shall be subject to the announcement of the Financial Supervisory Commission.

一之二、國際提款功能（一般晶片及感應式金融卡無跨國提款功能）

1-2. International money withdrawal function (IC-ATM card and contactless ATM card do not have this function)

(一) (國際提款功能使用說明)

(Instructions of international money withdrawal)

1、具 CIRRUS、PLUS 國外提款功能之金融卡可至國外貼有 CIRRUS 或 PLUS 之自動化服務機器，透過金融卡磁條密碼驗證提領當地貨幣。金融卡磁條密碼須於貴行自動化服務機器變更後，始開啟該項功能。

The ATM card with CIRRUS and PLUS international withdrawal function can be used at any overseas automated teller machine that displays the CIRRUS or PLUS logo, to withdraw local currency through the magnetic stripe password verification. This function can be activated by changing the card's magnetic stripe password at the automated teller machine of the Bank.

2、晶片金融卡可於國外貼有金融資訊系統跨行業務標章之自動化服務機器提款，並於該設備同意啟用跨國提款服務功能者，則視為立約人同意申請啟用當次「跨國提款」功能。

The IC-ATM card can be used to withdraw money at any overseas automated teller machine that displays the financial information system logo for interbank business transaction. The depositor who activates the international money withdrawal function at the ATM is deemed to apply for the current "international money withdrawal" function.

(二) (申請及限制)

(Application and restriction)

1、存戶須年滿十五歲其所持有之金融卡始可具備國外提款功能。凡未滿十五歲之存戶，其所領用之卡片雖有國外提款 CIRRUS 或 PLUS 及金融資訊系統跨行業務標章，仍不具國外提款功能。

The depositors must be at least fifteen years old before they can activate the international money withdrawal function on their ATM card. For depositors under the age of fifteen, their ATM card does not have the international money withdrawal function although the card displays the CIRRUS or PLUS logo for interbank business transaction.

2、年滿 15 歲之存戶欲使用國外提款功能，應向貴行提出申請。

Depositors who are over 15 years of age and wish to use the international money withdrawal function should apply to the Bank.

(三) (國際提款金額之限制)

(Restriction on the amount of international money withdrawal)

同金融卡約定事項一之一、(五)存款、提款及轉帳金額之限制表

Same as the provisions for ATM cards: 1-1 (5) Table of restrictions on deposits, withdrawals, and transfer amount.

(四) (卡片留置之處理)

(Card retention)

本存戶於國外使用金融卡，若卡片因故被自動化服務機器留置時，應於二十四小時內向自動化服務機器所屬當地金融機構出示護照洽詢取回；對交易帳款有疑義時，應於國際組織或財金資訊股份有限公司規定期限內，持該交易憑證向原開戶單位辦理相關手續。

For any reason, if the card is retained in the automated teller machine when using the ATM card abroad, the depositor shall retrieve the card from the local financial institution of the automated teller machine with his/her passport within 24 hours; if there is any doubt about the transaction, the depositor shall contact the original account opening unit to process relevant procedures with the transaction certificate within the time limit prescribed by the international organization or the Financial Information Service Co., Ltd.

(五) (國際提款手續費計算方式)(Fees for international money withdrawal)

- 1、本存戶使用 CIRRUS 或 PLUS 國外提款功能於國外提領當地貨幣時，先按國際清算中心所公告之匯率折算為美元，並同意依清算中心標準加收手續費 1.5%，再按貴行當日之美元現鈔掛牌匯率折算為新臺幣，加收手續費新臺幣 75 元後自帳戶內扣除。

When the depositor uses the CIRRUS or PLUS international money withdrawal function to withdraw foreign currency, the currency will be converted to US dollars first according to the exchange rate announced by the international clearance center and the depositor agrees to pay 1.5% for the service charge based on the standard of the clearance center, and then it will be converted to NTD according to the exchange rate of the USD cash of the Bank's prevailing currency exchange rate on the day; in addition, a handling fee of NTD75 will be debited from the account.

- 2、本存戶於日本使用晶片金融卡跨國提款功能，同意按提領日圓金額之 0.8% 加計 150 日圓計收（最低收取手續費為 390 日圓），依結算代理銀行當日公告匯率換算新臺幣後授權貴行自存款帳戶內扣除。

When using the IC-ATM card for international money withdrawal in Japan, the depositor agrees that there will be an additional 150 Japanese yen on top of the 0.8% service charge based on the withdrawal Japanese yen (the minimum service charge is 390 Japanese yen). The amount will be debited from the depositor's deposit account in the Bank according to the settlement bank's prevailing currency exchange rate on the day.

- 3、本存戶於港、澳地區使用晶片金融卡跨國提款功能，同意按提領金額依結算代理銀行當日公告匯率換算新台幣，加收手續費新臺幣 100 元後自帳戶內扣除。

When using the IC-ATM card for international money withdrawal in Hong Kong and Macao, the depositor agrees that an additional NTD100 service charge will be debited from the depositor's deposit account in the Bank according to the settlement bank's prevailing currency exchange rate on the day.

- 4、上述國際提款手續費金額，貴行得視實際需要隨時調整，貴行應於調整 60 日前，以顯著方式於營業處所及貴行網站公開揭示之，不需另行通知及簽署約定書，如調整有利於申請人之約定事項不受調整六十日前須於營業處所及貴行網站公告之限制。

The aforementioned fees for international money withdrawal may be changed at any time depending on the Bank's needs. The Bank shall announce the amendment at least 60 days prior to the effective date at its business premises or on its website, without further notice to the depositor and signing of an agreement. However, the restriction of the announcement at least 60 days prior to the effective date at the business premises or on the website of the Bank shall not apply if the amendment is in favor of the applicant.

(六) (外幣匯率授權結算)(Settlement of foreign currency exchange rate)

本存戶使用金融卡於國內、外提款總金額每日不得逾新臺幣壹拾伍萬元或等值外幣，惟提領外幣時，應自行控管不得超過中央銀行規定之外匯額度，並授權貴行為中華民國境內之結匯代理人，依據中央銀行有關規定辦理持卡交易之結匯手續。如本存戶已超出得使用之外匯額度時，應即依貴行之要求以外幣支付超額部分。

The total amount of domestic and overseas money withdrawal made by the depositor with the ATM card shall not exceed NTD150,000 or equivalent in foreign currency per day. However, when withdrawing foreign

currency, the depositor shall be aware of the foreign exchange limit prescribed by the Central Bank of the Republic of China (Taiwan), and authorizes the Bank to be the agent of foreign currency exchange settlement in the territory of the R.O.C to conduct relevant procedures for the settlement of transactions with the ATM card in accordance with the relevant provisions of the Central Bank. If the depositor has exceeded the quota of foreign currency exchange, the excess amount shall be paid in foreign currency according to the request of the Bank.

(七) (其他)

(Others)

- 1、本存戶使用金融卡自國際組織資訊系統及金融資訊系統之自動化服務機器提款，貴行得逕行扣帳及扣繳手續費。

When using the ATM card to withdraw money from the automated teller machine of the information technology system of international organizations and financial information system, the depositor acknowledges that the Bank will debit the amount and service charges from the depositor's account.

- 2、本存戶使用金融卡除應依本約定書及貴行有關規定辦理外，並依金融資訊系統跨行業務參加規約及業務處理規則辦理。另國外使用需遵照當地自動化服務機器相關規定辦理。

The relevant matters regarding the depositor's use of the ATM card shall be conducted in accordance with the relevant regulations of the Bank, the rules and provisions for interbank business of the financial information system, and the rules for conducting business transactions. In addition, the overseas use of the Bank should also be conducted in accordance with relevant local regulations regarding automated teller machine.

一之三、晶片金融卡消費扣款功能

The IC-ATM card Smart Pay function

(一) (晶片金融卡消費扣款功能說明)

(Description for Smart Pay function of an IC-ATM card)

- 1、憑晶片金融卡及密碼進行消費扣款交易，均視為本存戶所為，與憑存摺及填具取款憑條加蓋原留印鑑之提款具同等效力。

The Smart Pay transaction with an IC-ATM card and password is deemed as the transaction conducted by the depositor, which has the equivalent validity on transactions conducted with a passbook and by filling out the withdrawal slip with the stamp of original seal.

- 2、具晶片金融卡消費扣款之晶片金融卡可於國內、外貼有金融資訊系統跨行業務標章之實體或網路特約商店，透過晶片密碼驗證購買/取消商品或服務。本存戶進行上述交易時，應自行留存交易單據或電子訊息。（此功能於國外交易僅限於日本地區使用）

The IC-ATM card with the Smart Pay function can be used at the domestic or overseas physical or online stores with the financial information system interbank business service, through the IC chip password verification for purchase/cancellation of products and services. When the depositor conducts the aforementioned transaction, he/she shall keep the transaction receipt or electronic receipt. (The overseas use of this feature is only available in Japan)

(二) (申請及限制)

(Application and restriction)

- 1、存戶所領用之金融卡具有晶片金融卡消費扣款功能，欲使用此功能，應向貴行提出申請。

The ATM card used by the depositor is equipped with the Smart Pay function, the depositor shall apply to the Bank for using this function.

- 2、存戶須年滿十五歲其所持有之金融卡始可具備國外交易功能。凡未滿十五歲之存戶，其所領用之卡片雖已申請晶片金融卡消費扣款，仍無法於國外執行消費扣款交易。

The depositors must be at least fifteen years old before they can activate the international transaction function on their ATM card. For depositors under the age of fifteen, their ATM card does not have the international Smart Pay function although the card has applied for the Smart Pay function.

- 3、持卡人於國內、外金融卡指定商店（貼有台灣金融卡、金融卡及 SMART PAY 標誌）進行消費扣款交易，經使用金融卡並輸入約定密碼後，視為同意啟用當次消費扣款服務功能以完成交易。

The cardholder makes a transaction at the domestic and foreign designated store (display the Taiwan ATM card, ATM card and SMART PAY logo) is deemed to agree to apply for the current

Smart Pay service after using the ATM card and entering the password.

- 4、持卡人透過行動網銀掃描 QR Code 進行消費扣款交易，依行動網銀安控機制完成交易。
When the cardholder scans the QR Code and conduct the expense debit through online banking, the transaction will be conducted according to the security control mechanism of mobile online banking.

(三) (消費扣款金額之限制)**(Restriction on the amount of Smart Pay)**

- 1、**同金融卡約定事項一之一、(五)存款、提款及轉帳金額之限制表。**
Same as the provisions for ATM cards: 1-1 (5) Table of restrictions on deposits, withdrawals, and transfer amount.
- 2、**行動網銀 QR Code 消費扣款每筆最高限額新臺幣 5 萬元，每日累計最高限額新臺幣 10 萬元（與 ATM 存款及 ATM、eATM 非約定帳戶轉帳併計），每月累計最高限額新臺幣 20 萬元。**
The expense debit via the mobile online Banking of QR Code is limited to NTD50,000 per transaction, the maximum accumulated daily amount is NTD100,000 (it will be calculated along with ATM deposits and the non-designated account transfer of ATM and eATM), and the accumulated monthly amount is NTD200,000.

(四) (消費限額及外幣匯率授權結算)**(Consumption limit and settlement of foreign currency exchange rate)**

- 1、本存戶於國內、外使用晶片金融卡消費扣款總金額每日不得逾新臺幣壹拾萬元或等值外幣。
The total debit amount of domestic and overseas use of IC-ATM card by the depositor shall not exceed NTD100,000 or equivalent in foreign currency per day.
- 2、本存戶進行跨國交易時，應自行控管不得超過中央銀行規定之外匯額度，並授權貴行為中華民國境內之結匯代理人，依據中央銀行有關規定辦理持卡交易之結匯手續。如本存戶已超出得使用之外匯額度時，應即依貴行之要求以外幣支付超額部分。
When conducting transnational transactions, the depositor shall be aware of the foreign exchange limit prescribed by the Central Bank of the Republic of China (Taiwan), and authorizes the Bank to be the agent of foreign currency exchange settlement in the territory of the R.O.C to conduct relevant procedures for the settlement of transactions with the ATM card in accordance with the relevant provisions of the Central Bank. If the depositor has exceeded the quota of foreign currency exchange, the excess amount shall be paid in foreign currency according to the request of the Bank.

(五) (其他)**(Others)**

- 1、本存戶與貴行間具有委任契約之性質，本存戶持晶片金融卡於特約商店端輸入消費扣款指示時，為委託貴行自本存戶帳戶內扣款，並將消費款項即時轉入指定帳戶之行為。
The agreement between the depositor and the Bank is an entrusted contract. When the depositor uses the IC-ATM card for Smart Pay at a designated store, it entrusts the Bank to debit the expense amount from the depositor's account and immediately transfers the expense amount to a designated account.
- 2、**本存戶明確瞭解金融卡及基碼，於特約商店進行消費扣款交易，與現金交易並無不同，如與特店發生相關爭議（包括但不限於商品或服務之品質、數量、金額等），皆應向特店尋求解決，不得以此作為向貴行請求返還帳款之依據。本存戶亦不得以與特約商店間銷售交易所生之糾紛對抗貴行。**
The depositor fully understands that using the ATM card and the entry code for the transaction of Smart Pay is deemed as cash transaction. Any dispute between the depositor and the designated store (including but not limited to the quality, quantity, amount of money of the products or services) should be resolved by the two parties, and the depositor should not use this as a reason to retrieve the debit amount. The depositor shall also not utilize the dispute of sales transactions with the designated store to against the Bank.

一之四、感應式消費扣款功能**The contactless Smart Pay function**

- (一) 持卡人申請感應式金融卡時即已同意開啟「消費扣款」功能，方可於特約商店以感應式交易進行付款。

When the cardholder applies for a contactless ATM card, he/she has agreed to activate the "Smart Pay"

function to use the contactless Smart Pay function at the designated store.

(二) 感應式交易金額之限制：

Restriction on amount of the contactless Smart Pay transaction:

- 1、持卡人所持感應式金融卡僅得於國內特約商店進行消費，倘單筆消費金額於新臺幣三千元（含）以下者，免插卡輸入密碼，即可以感應式交易付款；若逾新臺幣三千元以上，應以插卡輸密碼方式進行交易。

The cardholder's contactless ATM card can only be used at domestic designated stores. If the purchase amount is NTD3,000 or less, the payment can be made via contactless transaction without inputting the password. If the purchase amount is more than NTD3,000, the password is required for the transaction.

- 2、持卡人進行感應式交易付款金額累計將逾新臺幣三千元以上時，應先以插卡輸密碼方式進行交易後，始得繼續以感應式交易付款，其後再逾新臺幣三千元以上時亦同。

When the accumulated amount of the contactless Smart Pay transaction is more than NTD3,000, it is required to enter the password for the transaction before the cardholder can continue to make payment via the contactless Smart Pay transaction, and thus the cardholder is required to enter the password for every accumulated amount of NTD3,000 for the contactless Smart Pay transaction.

- 3、持卡人進行感應式交易付款金額與金融卡消費扣款、ATM 存款（存入非本人帳戶）及 ATM、eATM 非約定帳戶轉帳等金額併計，每日累計最高限額不得逾新臺幣十萬元。

The daily limit of cumulative transaction amount for the cardholder is NTD100,000, including the contactless Smart Pay transaction, Smart Pay, ATM deposit (deposit into an account that is not belong to the cardholder) and the non-designated account transfer of ATM and eATM.

(三) 感應式金融卡遺失、被竊、滅失或其他喪失占有：

In case the contactless ATM card is lost, stolen, missing or loses possession of it:

- 1、感應式金融卡係屬貴行所有，持卡人應盡善良管理人之注意使用並保管該卡，避免卡片遺失、滅失、詐取、被竊或遭第三人占有，若有前述情形發生，應儘速通知貴行辦理卡片掛失停用手續。惟如貴行認有必要時，應於受理掛失手續日起十日內通知持卡人，要求於受通知日起五日內向當地警察機關報案或以書面補行通知貴行。持卡人辦理掛失停用手續時起，被冒用消費所發生之損失概由貴行負擔。但有下列情形之一者，持卡人仍應負擔辦理掛失停用手續後被冒用之損失：

The contactless ATM card is a property of the Bank and the cardholder should use it with care and keep it in a safe place, to avoid loss, disappearance, fraud acquisition, stolen or possessed by a third party. If any of the aforementioned circumstances occur, the cardholder should notify the Bank as soon as possible to report a loss of the card. However, if necessary, the Bank shall notify the cardholder within 10 days from the date of accepting the loss report of the card, to report to local police authority within five days from the date of notification or to inform the Bank with a written notice. The loss incurred by any fraudulent use after the cardholder has completed the loss report, will be borne by the Bank. However, for any of the following circumstances, the cardholder should also bear the loss of fraudulent use after the loss report and procedures are completed:

- (1) 第三人之冒用為持卡人容許或故意將感應式金融卡交其使用者。

The cardholder intentionally hands over the contactless ATM card to a third party for fraudulent use of the card.

- (2) 持卡人故意或重大過失將使用之交易密碼使第三人知悉者。

The transaction password was obtained by a third party due to the cardholder's intention or major negligence.

- (3) 持卡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。

The cardholder and a third party or a designated store counterfeit the transaction, or conspire to a fraud.

- (四) 未辦理掛失手續前遭冒用，貴行已經付款者，視為對持卡人已為給付，但感應式交易付款（不含插卡輸密碼後繼續進行之交易），持卡人遭冒用金額之自負額以新臺幣三千元為上限。

If the card was used by others and the Bank has already made the payment before the card was reported loss, it will be deemed as payment by the cardholder. However, the cardholder's responsible amount for fraudulent use in the contactless Smart Pay transaction (excluding the transactions done by the card with the password) is capped at NTD3,000.

(五) 疑義帳款之處理程序：

Procedures for handling doubtful accounts:

- 1、持卡人明確瞭解於特約商店進行感應式交易付款與現金交易並無不同，如與特約商店發生相關爭議(包括但不限於商品或服務之品質、數量、金額等)，皆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。持卡人亦不得以與特約商店間銷售交易所生之糾紛對抗貴行。

The cardholder fully understands that conducting the contactless Smart Pay transaction at designated stores is deemed as cash transaction. Any disputes between the depositor and the designated store (including but not limited to the quality, quantity, amount of money of the products or services) should be resolved by the two parties, and the depositor should not use this as a reason to retrieve the debit amount. The depositor shall also not utilize the dispute of sales transactions with the designated store to go against the Bank.

- 2、持卡人於消費日起三十日內，如對交易明細有疑義，得敘明理由及貴行要求之證明文件(如簽單或退款單收執聯等)通知貴行協助理。

If the cardholder has any doubts about the transaction details, he/she can notify the Bank for assistance within 30 days from the consumption date, with description of reasons and the documents required by the Bank (such as the signed receipt or refund certificate).

(六) 除本約定條款另有規定者外，持卡人應一併遵守貴行金融卡消費扣款功能及金融卡約定事項之相關規定。

The cardholder shall abide by the relevant agreement of Smart Pay function of ATM card and provisions for the ATM card of the Bank, unless otherwise stipulated in the regulations of this Agreement.

三、VISA 金融卡約定事項

Provisions for VISA ATM card

(一) 定義(本契約所用名詞定義如下)：

Definition (The terms used in this contract are defined as follows):

- 1、「VISA 金融卡」：指貴行與 VISA 國際組織合作，發行載有 VISA 標誌之金融卡，該卡片外觀近似 VISA 信用卡，不但可供持卡人於國內外自動櫃員機提領現金，更可於全世界 VISA 特約商店以簽名認證方式刷卡消費，且刷卡消費當時貴行即自持卡人指定轉帳付款帳戶保留消費款項，俟特約商店向貴行請款後，貴行將帳款直接轉帳付款；該卡片並得依金融卡契約為一般金融卡之使用。

“VISA ATM card”: It refers to the cooperation between the Bank and the Visa Inc. for issuing an ATM card labeled the VISA logo. The card looks similar to the VISA credit card. The cardholder can use the card to withdraw cash at domestic or overseas ATMs, and the card can also be used at the VISA designated stores around the world by signature authentication. At the time of using the card, the expense amount will be retained in the specified account for payment transfer by the cardholder. The Bank will directly transfer the payment to the designated store upon its request for payment. The card can also be used as a regular ATM card following the provisions for ATM cards.

- 2、「持卡人」：指經貴行同意並核發 VISA 金融卡之人。

“Cardholder”: It refers to a person who has been approved by the Bank for issuing a VISA ATM card.

- 3、「收單機構」：指經 VISA 國際組織授權辦理特約商店簽約事宜，並於特約商店請款時，先行墊付持卡人交易帳款予特約商店之機構。

“Acquirer”: It refers to an institution that has authorized the Visa Inc. to sign the contract with the designated store, and the institution will advance the cardholder's transaction amount to the designated store upon the request for payment by the designated store.

- 4、「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 VISA 卡(包括 VISA 信用卡及 VISA 金融卡)交易之商店。

"Designated store": A store that signs the designated store contract with the acquirer and accepts VISA card payment (including VISA credit cards and VISA ATM cards) under the contract.

- 5、「每日刷卡消費限額」：係指貴行規定持卡人每日累計使用 VISA 金融卡刷卡消費之最高限額。

“Daily credit card expense limit”: It refers to the maximum daily amount of the VISA ATM card's cumulative expense by the cardholder.

- 6、「扣款日」：指貴行依約自持卡人指定之存摺存款帳戶轉帳支付消費款之日。

"Debit date": It refers to the date on which the Bank pays the expense amount by debiting the passbook deposit account specified by the cardholder.

7、「結匯日」：指持卡人於國外持卡消費後，由貴行或貴行授權之代理人依 VISA 國際組織所約定之匯率，將持卡人之外幣應付帳款折算為新臺幣結付之日。

“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 the overseas expense debit by the cardholder, at the prescribed exchange rate by the Visa Inc.

(二) 申請

Application

VISA 金融卡申請人應將個人、財務資料及其他相關資料據實填載於申請表格各欄，並依貴行要求提出真實及正確之有關資料或證明文件；並於貴行依規定及程序開立存摺存款帳戶，指定為 VISA 金融卡帳款直接轉帳付款之帳戶(以下簡稱「VISA 金融卡帳戶」)。

The VISA ATM card applicants should fill out the personal, financial and other relevant information in the application form as well as other relevant information or supporting documents as requested by the Bank; the applicants also need to establish a passbook deposit account in accordance with the regulations and procedures of the Bank, and the account shall be the designated account (hereinafter referred to as "VISA ATM card account") for the direct transfer payment of the VISA ATM card.

VISA 金融卡持卡人於原申請時填載資料之聯絡地址、電話、職業或對帳單寄送方式有所變動時，應通知貴行。

The VISA ATM cardholder shall notify the Bank for any changes in the contact address, telephone number, occupation or the delivery method of account statement.

(三) 每日刷卡消費限額

Daily expense limit of the card

貴行 VISA 金融卡持卡人每日累計消費金額不得超過新台幣六萬元，不併入自動櫃員機提款及轉帳之日限額內。前述金額貴行得視需要隨時調整，不需另行通知及簽署約定書。

The daily cumulative expense amount of the VISA ATM cardholders of the Bank is limited to NTD60,000, not including the amount of withdrawals and transfers with ATM. The aforementioned amount is subject to adjustment at any time depending on the Bank's needs, without further notice and signing of an agreement.

持卡人「VISA 金融卡帳戶」之存款餘額如有高於貴行規定之「每日刷卡消費限額」者，持卡人仍不得超過貴行前項規定之消費限額使用 VISA 金融卡。但持卡人對超過「每日刷卡消費限額」及「VISA 金融卡帳戶存款餘額」使用之帳款仍應負清償責任。

The cardholder is not permitted to use the VISA ATM card exceeding the daily expense limit stipulated in the preceding paragraph, even if the balance in the cardholder's "VISA ATM card account" is more than the "daily expense limit of the card" stipulated by the Bank.

However, the cardholder shall be fully liable for the payment of the amount that exceeds the "daily expense limit of the card" and the balance of the VISA ATM card account.

(四) 契約雙方之基本權利義務

Basic rights and obligations of both parties

貴行應以善良管理人之注意為持卡人處理合法使用 VISA 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持卡人使用 VISA 金融卡交易。

Through the exercise of the reasonable care of a good administrator, the Bank shall pay attention to the cardholder's legal use of the VISA ATM card and payment of the VISA ATM card transaction, at the designated store provided by the acquirer.

持卡人之 VISA 金融卡屬於貴行之財產，持卡人應妥善保管及使用 VISA 金融卡。貴行僅授權持卡人本人在 VISA 金融卡有效期限內使用，且持卡人不得讓與、轉借、提供擔保或以其他方式將 VISA 金融卡之占有轉讓予第三人或交其使用。

The VISA ATM card is a property of the Bank and the cardholder should use it with care and keep it in a safe place. The Bank only authorizes the cardholder to use the VISA ATM card within the validity period, and the cardholder cannot give away, lend, pledge guarantee or transfer the possession of the card to a third party.

持卡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 VISA 金融卡簽帳方式或其他方式折換金錢或取得利益。

The cardholders cannot counterfeit transactions with a third party or a designated store, or conspire to commit fraud in order to obtain benefits through VISA ATM card payment transaction or any other means.

持卡人不得以 VISA 金融卡向第三人直接或間接取得資金融通。

The cardholders cannot use the VISA ATM card to directly or indirectly obtain any funds from a third party.

持卡人違反第二項至第四項約定致生之應付帳款，亦應對之負清償責任。

The cardholders are responsible for the payment resulted in the violations of Paragraph 2 to 4.

貴行應確保廣告內容之真實，對持卡人所負之義務不得低於廣告之內容。但貴行提供予信用卡之各項活動、服務或約定，如無特別註明，則專屬信用卡持卡人，VISA 金融卡持卡人不適用之。

The Bank shall ensure the truthfulness of the advertisement and the obligations to the cardholders shall not be any less than the advertisement. However, the events, services or agreements provided by the Bank to the credit cardholders are exclusively for the credit cardholders only, the VISA ATM card holders are not applicable unless otherwise stipulated.

(五) 一般交易

General transactions

申請人收到 VISA 金融卡後，應立即在 VISA 金融卡上簽名，以降低遭第三人冒用之可能性。 持卡人使用 VISA 金融卡交易時，於出示 VISA 金融卡刷卡後，經查對無誤，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。

The applicant should immediately sign the VISA ATM card upon receiving the card, to reduce the possibility of fraudulent use by a third party. When using the VISA ATM card for debit transaction, the cardholder shall verify the correctness of the receipt before signing, and the receipt shall be properly kept for verification in the future.

持卡人於特約商店同意持卡人就原使用 VISA 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。但經持卡人及特約商店同意，得以特約商店自行確認，並以持卡人保留退貨憑證或其他足資證明文件之方式代之。

When conducting product return, transaction cancellation, service termination, change the product or its price with the VISA ATM card at the designated store, the cardholder shall verify the refund receipt before signing, and the refund receipt shall be properly kept for future verification. However, it can be replaced with the cardholder's refund certificate or other supporting document, with the consent of the cardholder and the designated store.

特約商店於下列情形得拒絕接受持卡人使用 VISA 金融卡交易：

The designated store may refuse to accept the VISA ATM card transaction in the following circumstances:

- 1、VISA 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形者。
The VISA ATM card is forged, remade or damaged, broken, bent, hole punched, blurry signature, or the signature is altered.
- 2、VISA 金融卡有效期限屆至、業依第十二條第一項辦理掛失、或本契約已解除或終止者。
The VISA ATM card is expired, a loss card reported in accordance with the first paragraph of Article 12, or the contract has been void or terminated.
- 3、貴行已暫停持卡人使用 VISA 金融卡之權利者。
The Bank has suspended the cardholder's right to use the VISA ATM card.
- 4、持卡人在簽帳單上之簽名與 VISA 金融卡上之簽名不符，或得以其他方式證明持卡人非貴行同意核發 VISA 金融卡之本人者。
The cardholder's signature on the signature slip does not match the signature on the VISA ATM card, or any other way to prove that the cardholder may not be the person who was issued the card by the Bank.
- 5、持卡人累計本次交易後，已超過貴行「每日刷卡消費限額」。
The cardholder has exceeded the "daily expense limit of the card" prescribed by the Bank, including the current transaction.

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

For any of the circumstances in sub-paragraph 1, 2 or 4 of the preceding paragraph, the designated store may refuse to return the VISA ATM card.

持卡人如遇有特約商店依第四項各款以外之事由拒絕持卡人使用 VISA 金融卡交易，或以使用 VISA 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，貴行應自行或轉請收單機構查明後，將處理情形告知持卡人。如經查明特約商店上述情事，貴行有故意或重大過失者，應對持卡人負損害賠償責任。

If the designated store refuses to the cardholder's use of VISA ATM card for any reasons not listed in the Paragraph 4, or requests to increase the price of the products or services for the use of VISA ATM card, the cardholder may appeal the case to the Bank. The Bank or the acquirer shall investigate the case and inform the cardholder about the process of investigation. If it is found that the abovementioned circumstances at the designated store is attributable to the Bank or the Bank has major negligence, the Bank shall be responsible for the loss of the cardholder.

(六) 特殊交易

Special transactions

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 VISA 金融卡付款等情形，貴行得以密碼、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持卡人意思表示之方式代之，無須使用簽帳單或當場簽名。

On the basis of general trading or the special nature of transaction, if the VISA ATM card is used for product ordering, obtaining services, or debiting payment through mail order, telephone order, fax, or other similar methods, the Bank may verify the person's identity and confirm with the cardholder by password, telephone confirmation, signature on the receipt, postal receipt, etc., instead of signing on the signature slip on the spot.

持卡人所持 VISA 金融卡為無凸字卡號之卡片，如特約商店以人工手動壓印卡面凸字方式進行刷卡交易時，因無法拓印出卡號，將無法進行交易。

The VISA ATM card is not a card with embossed number and thus if the designated store manually imprints the card for the transaction, the embossed number cannot be imprinted and the transaction cannot go through.

自助加油交易，因屬特殊授權交易，貴行得先自持卡人「VISA 金融卡帳戶」內之可用餘額(不包含綜合活期儲蓄存款項下定期(儲蓄)存款)內圈存保留款項(目前為新臺幣 1,500 元，每日交易次數限 3 次)，持卡人無法提領或動用該保留款項，俟特約商店或收單機構於扣款日向貴行請款時，將解除該圈存保留款項後，再按實際應付消費款項扣款支付之。前揭圈存固定金額及交易次數，貴行得基於風險考量調整之。

The self-service gasoline refueling transactions are special authorized transactions, the Bank will first reserve the amount (NTD1,500, and limit of daily transactions is 3 times) from the balance in the cardholder's "VISA ATM card account" (not including the time (savings) deposit under the composite demand savings deposit). The cardholder cannot withdraw or use the reserved amount in the account, and after the designated store or acquirer debits the amount from the Bank, the reserved amount will be released after the actual expense amount is debited. The reserved amount and the daily limit number of transactions may be adjusted by the Bank according to its risk considerations.

(七) 交易爭議之處理程序

Processing procedures for transaction disputes

持卡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。

Any disputes between the cardholder and the designated store regarding the quality, quantity, or amount of money should be resolved by the two parties, and the depositor should not use this as a reason to retrieve the debit amount.

持卡人使用 VISA 金融卡時，如符合各國國際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，應於當期消費明細對帳單寄送日起三十日內，檢具貴行要求之相關證明文件，請求貴行就該筆交易以第九條帳款疑義處理程序辦理。

For the circumstances that meet the operating regulations of international organizations when using the VISA ATM card, such as the reserved products not handed over by the designated store, the quantity is not correct, or the service of reservation is not provided, the cardholder should try to

resolve the issue with the designated store. If the issue cannot be resolved, the cardholder shall provide relevant supporting documents required by the Bank to conduct relevant matters, within 30 days from the date of delivery of the detailed account statement, in accordance with the regulations stipulated in Article 9: handling procedures for doubtful transaction amount.

持卡人使用 VISA 金融卡進行郵購買賣或訪問販賣交易，並依消費者保護法第十九條規定向特約商店解除契約者，準用前項之約定。

If the cardholder uses the VISA ATM card for mail order trading or solicitation transaction, and cancels the contract with the designated store in accordance with Article 19 of the Financial Consumer Protection Act, the regulations stipulated in the preceding paragraph shall apply.

(八) 消費明細對帳單

Detailed account statement

貴行應定期提供電子帳單或網路查詢 VISA 金融卡消費明細對帳單。

The Bank should provide the electronic billing or allow the cardholders to online check the detailed account statement of VISA ATM card on a regular basis.

(九) 帳款疑義之處理程序

Procedures for the doubtful accounts

持卡人於當期消費明細對帳單寄送日起三十日內，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國國際組織之作業規定，向收單機構或特約商店主張扣款。

If the cardholders have any doubt about the items listed in the detailed account statement, they shall provide the document required by the Bank (such as a receipt or refund certificate) and notify the Bank within 30 days from the date of delivery of the current detailed account statement; they may also request the Bank to review the receipt or refund certificate from the acquirer, or claim the return of the charged amount from the acquirer or the designated store in accordance with the operation rules of the international organizations.

持卡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。

The cardholder did not notify the Bank according to the provisions in the preceding paragraph will be deemed as agree with the detailed account statement.

貴行依第一項後段規定向收單機構或特約商店主張扣款，經貴行證明無誤或非可歸責於貴行之事由而不得扣款時，如該款項已暫時先行返還持卡人，貴行經通知持卡人後，得於通知之扣款日自持卡人「VISA 金融卡帳戶」扣除該款項支付之，不足部份，持卡人仍應負清償責任。

If Bank returns the charged amount from the acquirer or the designated store in accordance with the agreement of the first paragraph and the Bank proves that the transaction is correct or it is not attributable to the Bank, the Bank will debit the amount from the "VISA ATM card account" after notifying the cardholder, for the payment that has been returned to the cardholder, and the cardholder shall be liable for the any insufficient debit amount from the account on the deduction date.

如有申請複查，或請求貴行向收單機構調閱簽帳單或退款單時，應給付貴行調閱簽帳單手續費，每筆為新台幣壹佰元，惟調查結果發現持卡人確係遭人盜刷或為疑義帳款且非可歸責於持卡人之事由所致時，其調閱簽帳單手續費由貴行負擔。

For the request of review application, or the review of receipt or refund certificate from the acquirer, the applicant should pay NTD100 per transaction of service charge to the Bank; however, if the investigation results confirm that it is a fraudulent transaction or if it is due to causes not attributable to the cardholder, the service charge for the transaction shall be borne by the Bank.

(十) 付款

Payment

持卡人同意於刷卡消費時，貴行得先至持卡人「VISA 金融卡帳戶」將該應付消費款項暫時保留（持卡人無法提領該保留款項，亦即持卡人消費後，實際可提款或轉帳餘額將會小於該帳戶帳上餘額），俟特約商店或收單機構向貴行請款後，貴行始於次一營業日（即扣款日）將該應付消費款項自持卡人「VISA 金融卡帳戶」扣繳之。但如特約商店或收單機構自持卡人刷卡消費日起一定期限內仍未向貴行請款，貴行即應解除該保留款項。

The cardholder agrees that the Bank will temporarily retain the transaction amount of the expense in the cardholder's "VISA ATM card account" when the cardholder uses the card for a transaction (the cardholder cannot withdraw the retained amount, which means that the amount can be withdrawn or transferred will be less than the balance on the account after using the card for an expense transaction). When the designated store requests for the payment, the Bank will debit the payment amount from the cardholder's "VISA ATM card account" on the next business day (i.e. the debit date). However, if the designated store or acquirer does not request for the payment for a certain period of time, the Bank shall cancel the retained amount in the account.

前項繳款截止日，如遇銀行未對外營業之日，得延長至次一營業日。

The deadline for debit payment in the preceding paragraph shall be deferred to the next business day for the days that the Bank is not open for business.

持卡人應於接獲扣款不足通知後，儘速將不足之款項存入該「VISA 金融卡帳戶」，如消費帳款仍有不足扣款者，貴行得於消費款項自「VISA 金融卡帳戶」內所有可用之存款餘額全數予以扣除（若有透支額度，繼續動用）。

For any insufficient amount of the transaction, the cardholder should make a deposit to the "VISA ATM card account" as soon as possible after receiving the insufficient notice. If the amount remains insufficient for debit deduction, the Bank will debit the expense amount from any available deposits in the "VISA ATM card" (any overdraft amount will be used for the debit deduction).

(十一) 國外交易授權結匯

Foreign transactions authorized to settle foreign exchange

持卡人所有使用 VISA 金融卡交易帳款均應以新臺幣結付，如交易（含辦理退款）之貨幣非為新臺幣時，則授權貴行依據財金資訊股份有限公司或貴行與各國際組織所約定之匯率折算為新臺幣，並加收國際清算手續費（約 1.5%）後結付。

All transactions conducted by the cardholders using VISA ATM card should be settled in NTD. If the currency for the transaction (including refund) is not in NTD, the Bank is authorized to convert the currency to NTD in accordance with the Financial Information Service Co., Ltd. or the exchange rate agreed between the Bank and the international organizations, and the depositors shall pay about 1.5% for the service charge of international clearance.

持卡人授權貴行為其在中華民國境內之結匯代理人，辦理 VISA 金融卡在國外交易之結匯手續，但持卡人應支付之外幣結匯金額超過法定限額者，持卡人應以外幣支付該超過法定限額之款項。

The cardholder authorizes the Bank to be 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 VISA ATM card; however, if the payable settlement amount of foreign currency exceeding the legal limit, the cardholder shall pay the exceeding amount in foreign currency.

(十二) 卡片被竊、遺失或其他喪失占有

In case the card is lost, stolen, or loses possession of it

持卡人 VISA 金融卡如有遺失、被竊被搶、詐取或其他遭持卡人以外之第三人占有之情形（以下簡稱遺失或被竊等情形），應儘速通知貴行辦理掛失停用手續，並繳交掛失手續費新臺幣壹佰元，如掛失係卡片資料疑遭竊取之情形，能繳回舊卡者，免收掛失手續費。惟如貴行認有必要時，應於受理掛失手續日起十日內通知持卡人，要求於受通知日起三日內向當地警察機關報案或以書面補行通知貴行。

If the cardholder's VISA ATM card is lost, stolen, robbed, fraud acquired or possessed by a third party other than the cardholder (hereinafter referred to as lost or stolen), the cardholder should immediately notify the Bank for a card loss. The cardholder shall pay for the loss handling fee of NTD100. If the report of a card loss is due to information leak or stolen of the card, the old card can be returned and the loss handling fee will be waived. If necessary, the Bank shall notify the cardholder within 10 days from the date of accepting the loss report of the card, to report to local police authority within three days from the date of notification, or to inform the Bank with a written notice.

持卡人辦理掛失停用手續時起，被冒用簽帳消費所發生之損失概由貴行負擔。但有下列情形之一者，持卡人仍應負擔辦理掛失停用手續後被冒用之損失：

The loss incurred by any fraudulent debit or use after the cardholder has completed the loss report, will be borne by the Bank. However, for any of the following circumstances, the cardholder should also bear the loss of fraudulent use after the loss report and procedures are completed:

- 1、第三人之冒用為持卡人容許或故意將 VISA 金融卡交其使用者。

The cardholder intentionally handed over the VISA ATM card to a third party for fraudulent use of the card.

- 2、持卡人故意或重大過失將使用自動化設備提領現金或進行其他交易之密碼或其他辨識持卡人同一性之方式使第三人知悉者。

The password for withdrawing money from ATM or for other transactions was obtained by a third party due to the cardholder's intention or major negligence.

- 3、持卡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。

The cardholder and a third party or a designated store counterfeit the transaction, or conspire to a fraud.

辦理掛失手續前持卡人被冒用之簽帳消費（不含 ATM 交易）自負額以新臺幣參仟元為上限。但有下列情形之一者，持卡人免負擔自負額：

Before the card was reported lost and relevant procedure is completed, the cardholder's responsible amount for fraudulent use in the expense of a debit transaction (excluding the ATM transactions) is capped at NTD3,000. However, the cardholder is exempt from the debit amount for any of the following circumstances:

- 1、持卡人於辦理 VISA 金融卡掛失手續時起前二十四小時內被冒用者

The fraudulent transaction of the VISA ATM card was conducted within 24 hours prior to the card was reported lost by the cardholder.

- 2、冒用者在簽單上之簽名，以肉眼即可辨識與持卡人簽名顯不相同或以善良管理人之注意而可辨識與持卡人簽名不相同者。（惟在自動化設備各項交易部份，持卡人辦理掛失手續前被冒用之損失，由持卡人自行負擔）。

The signature of the fraudulent transaction on the signature slip can be clearly identified that is not the same as or there is a difference from the signature of the cardholder through the exercise of the reasonable care of a good administrator. (However, the cardholder shall be responsible for the loss of all transactions conducted via the automated equipment before the card was reported lost).

持卡人有本條第二項但書及下列情形之一者，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：

If the *proviso* in the paragraph 2 of this article and one of the following circumstances are applicable to the cardholder and the Bank can prove that it has fulfilled its duty through the exercise of the reasonable care of a good administrator, the aforementioned deductible for fraudulent transaction shall not apply:

- 1、持卡人得知 VISA 金融卡遺失或被竊等情形而怠於立即通知貴行，或持卡人發生 VISA 金融卡遺失或被竊等情形後，未通知貴行者。

If the cardholder knows that the VISA ATM card is lost or stolen but does not immediately notify the Bank, or the cardholder has been lost or the VISA ATM card stolen without informing the Bank.

- 2、持卡人違反第五條第一項約定，未於 VISA 金融卡簽名致第三人冒用者。

The cardholder violates the agreement in the first paragraph of Article 5 and fails to sign on the VISA ATM card that resulted in a third party using the card.

- 3、持卡人於辦理 VISA 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。

After the cardholder has reported the loss of the VISA ATM card, he/she does not submit the documents requested by the Bank, refuses to assist in the investigation or commits other acts that violate the principle of integrity.

(十三) 補發新卡、換發新卡、屆期續發新卡及屆期不予換發新卡

Re-issue a card, issue a new card, issue a new card upon expiration or not issue a new card upon expiration

持卡人發生 VISA 金融卡遺失或被竊等情形，並依第十二條規定辦理掛失停用手續後，或因污損、消磁、刮傷或其他原因致令 VISA 金融卡不堪使用時，貴行得依持卡人申請補發新卡。

If the card is lost or stolen and the card was reported lost by the cardholder in accordance with the provisions of Article 12, or if the card cannot be used due to damage, de-gaussing, scratching or other reasons, the Bank will issue a new VISA ATM card upon the cardholder's application.

貴行於 VISA 金融卡有效期間屆滿時，如未依第十七條終止契約者，應續發新卡供持卡人繼續使用，惟貴行基於風險、安全、持卡人之財務、信用、消費及卡片使用狀況的考量，本存戶同意於 VISA 金融卡卡片期限屆至時，得不續發新 VISA 金融卡予持卡人，其舊卡於有效期限屆至後，將停止 VISA 金融卡刷卡簽帳及國外提領現金功能，惟一般金融卡國內存、提及轉帳等功能仍可繼續使用，如持卡人欲使用 VISA 金融卡刷卡消費或國外提款功能，應向貴行申請重發新卡。

Upon expiration of the VISA ATM card, the Bank shall issue a new card to the cardholder if the cardholder does not terminate the contract in accordance with Article 17; however, on the basis of considerations such as risk, safety, the cardholder's finance status, credit, consumption and the use of the card, the depositor agrees that the Bank may not issue a new VISA ATM card to the cardholder upon expiration of the card; upon expiration of the VISA ATM card, the old card can no longer be used for the debit transaction and money withdrawal in foreign countries, but the cardholder can continue to use the general ATM card functions such as domestic money deposit, withdraw and transfer. If the cardholder intends to use VISA ATM card's Smart Pay or overseas money withdrawal function, he/she can apply with the Bank to re-issue a new card.

(十四) 抵銷及抵充

Offset and cancel out

持卡人經貴行依第十七條主張視為全部到期或終止契約時，貴行得將持卡人寄存於貴行之各種存款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持卡人對貴行所負之債務。

If the cardholder's contract is deemed to have expired or terminated in accordance with Article 17, the Bank may settle all the deposits of the cardholder in the Bank and use the settled amount to offset the cardholder's debt to the Bank.

貴行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時貴行發給持卡人存摺、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持卡人對貴行所負之全部債務者，依民法第三百二十一條至第三百二十三條規定抵充之。但貴行指定之順序及方法較民法第三百二十三條之規定更有利於持卡人者，從其指定。

The meaning of reserved offset refers to the offset that shall take effect at the time of debit deduction. Within the scope of the offset, the passbook, deposit slip and other credit certificates issued by the Bank to the cardholder will be void at the same time. If the reserved offset amount is insufficient to compensate for all debts of the cardholder, it shall be offset by the provisions of Articles 321 to 323 of the Civil Code. However, the order and method appointed by the Bank is more favorable to the cardholder than the provisions of Article 323 of the Civil Code, it shall follow the Bank's appointment.

(十五) 契約之變更

Amendment to the contract

本契約條款如有修改或增刪時，貴行於營業場所或貴行網站公告後，持卡人繼續使用 VISA 金融卡消費者，即視為同意修改或增刪條款。持卡人如對修改或增刪條款不同意者，得於公告後七日內以書面通知並將卡片折斷交還，或書面切結自行承擔未繳回卡片被冒用之風險，經貴行認可後終止本約，但於終止前對貴行所積欠之應付款項及其衍生債務仍應負清償之責。

In the event of any additional or deleted terms or amendment to the contract, the Bank will make announcements at its business premises or on its website. The cardholder is deemed to agree to any announced additional or deleted terms, or amendment to the contract if the cardholder continues to use the VISA ATM card. If the cardholder disagrees with the announced additional or deleted terms or amendment to the contract, he/she may notify the Bank with a written notice within seven days after the announcement and destroy and return the card; or the cardholder may submit a written notice to the Bank to acknowledge the risk of fraudulent uses of the unreturned card. The cardholder shall be responsible for all payments or debts owed to the Bank before the termination of the contract.

下列事項如有變更，貴行應於變更前六十天於營業場所或貴行網站，以顯著明確文字載明其變更事項、新舊條款內容，暨告知持卡人得於變更事項生效前表示異議，及持卡人未於該期間內異議者，視同承認該修改或增刪條款；並告知持卡人如有異議，應於前項得異議期間內通知貴行終止契約。 For any amendments to the following matters, the Bank shall make announce at its business premises or on its website 60 days prior to the amendment and with clear wording indicate the contents of the changes, the contents of old and new terms, and notify the cardholder that any objections shall be proposed before the change takes effect; if the cardholder fails to propose any objections within the time limit, it shall be deemed that the cardholder has acknowledged the announced additional or deleted terms or amendments to the contract; and the cardholder will also be informed that the contract can be terminated for any objections of the cardholder.

1、增加向持卡人收取之手續費及可能增加負擔之一切費用。

Increase the service fees and other expenses charged to the cardholder.

2、VISA 金融卡發生遺失、被竊等情形或滅失時，通知貴行之方式。

The way of reporting a loss of the VISA ATM card due to the card is lost or stolen, lost, or disappeared.

3、持卡人對他人無權使用 VISA 金融卡後發生之權利義務關係。

The rights and obligations that the cardholder over the right of using the VISA ATM card by others.

4、有關 VISA 金融卡交易帳款疑義之處理程序。

The handling procedures for any doubts regarding the transaction amount of the VISA ATM card.

5、其他經金管會規定之事項。

Other matters stipulated by the Financial Supervisory Commission.

(十六) VISA 金融卡使用之限制

Restrictions on the use of VISA ATM card

持卡人如有下列事由之一者，貴行無須事先通知或催告，得暫停持卡人使用 VISA 金融卡之權利：

For any of the following circumstances, the Bank may suspend the cardholder's use the VISA ATM card without prior notice or reminder:

1、持卡人違反第二條第一項、第四條第二項或第三項或第四項者。

The cardholder violates the regulations of Paragraph 1 in Article 2, or Paragraph 2, 3 or 4 in Article 4.

2、持卡人「VISA 金融卡帳戶」存款餘額自扣繳日起連續二個月不足支付應付消費帳款時。

The balance of the cardholder's "VISA ATM card account" is insufficient for the payable expense payment for two consecutive months from the payment deduction date.

3、持卡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。

If the depositor is subject to a petition for settlement, petition for bankruptcy, reorganization, discredit sanction from a clearing house, suspension of business or liquidation.

4、持卡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。

The cardholder is a legal person or a legal representative, representative or manager of a non-legal-person group and the legal person or non-legal-person group is notified as a discredited sanction from a clearing house.

5、持卡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。

The cardholder who has been sentenced to punishment of imprisonment or the main property confiscated.

持卡人如有下列事由之一者，經貴行事先通知或催告，得暫停持卡人使用 VISA 金融卡之權利：

For any of the following circumstances, the Bank may suspend the cardholder's right to use the VISA ATM card with a prior notice or reminder:

1、持卡人違反第二條第二項，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。

If the cardholder violates the second paragraph of Article 2, and the Bank is unable to get in touch with the cardholder based on the contact address and telephone number on the original application.

2、持卡人「VISA 金融卡帳戶」存款餘額自應扣繳日起連續一個月不足支付應付消費帳款時。

The balance of the cardholder's "VISA ATM card account" is insufficient for the payable expense payment for one consecutive months from the payment deduction date.

3、持卡人存款不足而退票，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。

If the cardholder has a returned check due to insufficient deposits or the cardholder is a legal person or a legal representative, representative or manager of a non-legal-person group and the legal person or non-legal-person group has a returned check due to insufficient deposits.

4、持卡人遭其代發卡機構暫停使用 VISA 金融卡之權利或終止 VISA 金融卡契約者。

The cardholder is suspended by the card issuer for the use of the VISA ATM card or the contract for the VISA ATM card is terminated.

5、持卡人受強制執行或假扣押、假處分、或其他保全處分者。

The cardholder is subject to compulsory execution, provisional attachment, provisional injunction or any other similar administrative punishment.

6、持卡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。

The cardholder is prosecuted due to a debt or is involved in a criminal investigation or prosecution.

7、對貴行（包括總機構及分支機構）其他債務有遲延不償還，或其他債務有遲延繳納本金或利息者。

The cardholder has delayed payment to the debt owed to the Bank (including the head office and its branches) or delayed payment to the principal or interest on other debts.

8、持卡人依約定負有提供擔保之義務而不提供者。

The cardholder is obliged to provide a guarantee but fails to do so.

貴行於第一項或第二項各款事由消滅後，或經貴行同意持卡人釋明相當理由，或持卡人清償部份款項或提供適當之擔保者，得恢復持卡人使用 VISA 金融卡之權利。

The Bank may resume the cardholder's right of using the VISA ATM card after the circumstances in the first or second paragraph has been eliminated, the Bank has accepted the cardholder's explanation or reason, or the cardholder had paid off some debt or provided the suitable guarantee.

（十七）喪失期限利益及契約之終止

Loss of term interest and termination of contract

持卡人如有前條第一項各款事由之一或本契約終止者，貴行無須事先通知或催告，得隨時視為全部到期。

If one of the circumstances in the first paragraphs of the preceding article is applicable to the cardholder or the contract is terminated, all may be deemed to have expired at any time without a prior notice or reminder from the Bank.

持卡人如有前條第二項各款事由之一或持卡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，得隨時視為全部到期。

If one of the circumstances in the second paragraph of the preceding article is applicable to the cardholder or the cardholder dies and the inheritor declares to renounce the inheritance, all may be deemed to have expired with a prior notice or reminder from the Bank.

貴行於第一項或第二項之事由消滅後，或經貴行同意持卡人釋明相當理由，或持卡人清償部分款項或提供適當擔保者，得恢復持卡人使用 VISA 金融卡。

The Bank may resume the cardholder's use of the VISA ATM card after the circumstances in the first or second paragraph has been eliminated, the Bank has accepted to the cardholder's explanation or reason, or the cardholder had paid off some debt or provided the suitable guarantee.

持卡人得隨時以本條第三項所定之方式通知貴行終止契約，並交回卡片，或書面切結自行承擔未繳回卡片被冒用之風險方式終止契約，並一次繳清全部應付款項。

The cardholder may notify the Bank to terminate the contract at any time in accordance with the method specified in paragraph 3 of this Article, and return the card to the Bank, or the cardholder may submit a written notice to the Bank to acknowledge the risk of fraudulent uses of the unreturned card. The cardholder shall be responsible to pay a lump sum for all payables.

持卡人如有前條第一項或第二項之事由，或 VISA 金融卡有效期限屆至者，貴行得以書面通知持卡人終止契約。

If one of the circumstances in the first and second paragraphs of the preceding article is applicable to the cardholder or the VISA ATM card has expired, the Bank may notify the cardholder with a written notice to terminate the contract.

持卡人因第十五條或本條第一項之事由或終止或解除本契約時，應親至貴行辦理 VISA 金融卡停止使用之手續，繳回卡片註銷後，始生終止或解除之效力。

If the cardholders void or terminate the contract due circumstances in Article 15 or first paragraph of this Article, they shall visit the Bank to apply for a termination of the VISA ATM card and the effect of termination or cancellation will not take place until the card is returned and voided.

持卡人「VISA 金融卡帳戶」契約如終止時，本契約亦同時終止。

If the cardholder's contract for the "VISA ATM card account" is terminated, this contract will also be terminated.

本契約終止或解除後，持卡人不得再使用 VISA 金融卡（含有效期限尚未屆至者）。

Upon the termination or cancellation of this contract, the cardholder is not permitted to use the VISA ATM card (including the card that has not expired).

持卡人欲將 VISA 金融卡帳戶結清銷戶、存摺移管或停止使用，應於一個月前以書面通知停止或終止契約。

If the cardholders intend to settle the VISA ATM card account, transfer the passbook or stop using it, they should terminate the contract one month in advance with a written notice.

(十八) 業務委託

Business entrustment

持卡人同意貴行之交易帳款收付業務、電腦處理業務或其他與本契約有關之附隨業務，於必要時得委託適當之第三人或與各國際組織之會員機構合作辦理。

The cardholder agrees and authorizes the bank, if necessary, to entrust an appropriate third party or cooperate with the member institutions of the international organizations, for business such as payable and receivable transaction payments, computer processing or other business related to this contract.

(十九) 悠遊 Debit 卡特別約定條款

Special provisions for the Debit EasyCard

持卡人茲向「合作金庫商業銀行股份有限公司」（以下簡稱貴行）申辦具有 VISA 金融卡及悠遊卡功能之悠遊 Debit 卡，有關悠遊 Debit 卡之使用，願遵守以下各約定條款：

The cardholders hereby apply to the "Taiwan Cooperative Bank" (hereinafter referred to as "the Bank") for the Debit EasyCard with VISA ATM card and EasyCard function. The applicant of the Debit EasyCard agrees to abide by the following terms and conditions:

1. 名詞定義

Term definitions

(1) 悠遊 Debit 卡：指 貴行與「悠遊卡股份有限公司」（以下簡稱悠遊卡公司）合作發行具有 VISA 金融卡及悠遊卡功能之晶片卡；悠遊卡功能為記名式悠遊卡，提供掛失退費之服務；持卡人需同意 貴行在核發卡片時提供個人基本資料予悠遊卡公司，以提供持卡人相關服務。

“Debit EasyCard” shall mean the Bank cooperates with “The EasyCard Corporation” to issue an IC-ATM card with a VISA ATM card and EasyCard function. The function of the EasyCard is registered under the cardholder’s name and it provides refund service for loss of card. The cardholders shall agree to provide basic personal information to the EasyCard Corporation prior to the issuance of the card.

(2) 悠遊卡：指悠遊卡公司發行以「悠遊卡」為名稱之電子票證，持卡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；悠遊 Debit 卡所具有之「悠遊卡」票種為普通卡，之後如有發行其他票種，相關申請規定，悉依悠遊卡公司及 貴行所訂標準及最新公告辦理。

“EasyCard” shall mean the e-ticket issued by EasyCard Corporation under the name of “EasyCard”. The cardholders may pay for the transportation, parking fees and other services or expenses with the money stored in the card; the e-ticket used in the "EasyCard" under the Debit card is a regular e-ticket. If any other type of tickets is available in the future, the relevant application and requirements will be conducted in accordance with the standards and latest announcements of the Bank.

(3) 「VISA 金融卡」：指貴行與 VISA 國際組織合作，發行載有 VISA 標誌之金融卡，該卡片外觀近似 VISA 信用卡，不但可供持卡人於國內外自動櫃員機提領現金，更可於全世界 VISA 特約商店以簽名認證方式刷卡消費，且刷卡消費當時貴行即自持卡人指定轉帳付款帳戶保留消費款項，俟特約商店向貴行請款後，貴行將帳款直接轉帳付款；該卡片並得依金融卡契約為一般金融卡之使用。

“VISA ATM card” shall mean the cooperation between the Bank and the Visa Inc. for issuing an ATM card labeled the VISA logo. The card looks similar to the VISA credit card. The cardholder can use the card to withdraw cash at domestic or overseas ATMs, and the card can also be used at the VISA-designated stores around the world by signature authentication. At the time of using the card, the expense amount will be retained in the specified account for payment transfer by the cardholder. The Bank will directly transfer the payment to the designated store upon its request for payment. The card can also be used as a regular ATM card following the ATM card agreement.

- (4)自動加值 (Autoload)：指持卡人與 貴行約定，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新臺幣 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，自動加值一定之金錢價值至悠遊卡內；自動加值之效力與持卡人之 VISA 金融卡一般消費交易相同。

“Autoload” shall mean the agreement between the cardholder and the Bank that the cardholder can use the online Autoload equipment (the EasyCard add value machine (AVM) and the small-cost terminal equipment; the offline devices in the MRT, Maokong Gondola, the Taiwan Railway and the parking lot: they don't have the automatic value added function; any modification or additional area will be based on the announcement on the EasyCard Corporation's website) to automatically add a certain amount of money to the EasyCard while automatically debiting from the specified account of the Debit EasyCard, when the money is not enough to pay for the current expense transaction or when the stored amount is less than NTD100; the effect of the automatic value added is the same as the Smart Pay transaction of the cardholder's VISA ATM card.

- (5)餘額轉置：係指將悠遊 Debit 卡中「悠遊卡」餘額結清，並轉置至持卡人指定帳戶中，但若餘額為負值時，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取；餘額轉置之工作時間約需 40 個工作日。

“Balance transfer” shall mean that the balance of the “EasyCard” in the Debit EasyCard is settled and transferred to the cardholder's specified account; if the balance is negative, the cardholder agrees to the debit the negative amount from the specified account of the cardholder, which is deemed as a regular expense amount; the working time of the balance transfer is about 40 working days.

- (6)特約機構：指與悠遊卡公司訂定書面契約，約定持卡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。

“Designated institution” shall mean the institution signing a written contract with the EasyCard Corporation, which allows the cardholder to use the EasyCard to pay for products, services, various payments of government agencies and other funds approved by the competent authority.

- (7)遞延性商品或服務：係指交易時允諾在特定期間內，提供完成主要給付義務，而非一次性給付之商品或服務。

“Deferred products or services” shall mean offering primary products or services within the specified period of time, rather than a one-time offer of products or services.

2.悠遊卡之使用

Use of EasyCard

- (1)開始使用：

Activation

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；持卡人如欲使用自動加值服務時，應先完成 VISA 金融卡啟用及自動加值功能開啟作業，自動加值功能一經開啟後，持卡人嗣後即不得再要求關閉。

The EasyCard function of the Debit EasyCard can be used without activation. The available amount of a new/renewed/replaced Debit EasyCard is 0 dollar. If the cardholder wants to use the Autoload service, the cardholder needs to activate the VISA ATM card and enable and Autoload function. Once the Autoload function is enabled, the cardholder can no longer request to disable this function.

- (2)使用範圍：

Scope of use

悠遊卡之使用功能由悠遊卡公司提供，持卡人得憑悠遊卡內儲值之金錢價值，依悠遊卡公司之「悠

遊卡約定條款」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。

The function of the EasyCard is provided by the EasyCard Corporation. The cardholder can use the money stored in the card for expenses specified in the “Provisions for the EasyCard” of the EasyCard Corporation or the scope of use announced by the EasyCard Corporation. For details, please refer to the website: www.easycard.com.tw.

(3) 加值方式與限額：

Value added method and limit

悠遊卡可重複加值使用，每卡最高加值限額以悠遊卡公司公告為準（目前每卡最高儲值餘額以新臺幣 10,000 元為上限），持卡人得以下列方式進行加值：

The EasyCard can be repeatedly adding value to it and the maximum amount per card is subject to the announcement of the EasyCard Corporation (currently the maximum amount that can be stored in the card is NTD10,000). Cardholders can add value in the following ways:

甲、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新臺幣 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)，自持卡人指定帳戶中自動加值新臺幣 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、悠遊卡公司及貴行所訂標準及最新公告辦理。悠遊卡自動加值免手續費。

Autoload: The Debit EasyCard with the enabled Autoload function can be used for expense debits. The cardholder can use the online Autoload equipment (the EasyCard value added machine (AVM) and the small-cost terminal equipment; **the offline devices in the MRT, Maokong Gondola, the Taiwan Railway and the parking lot: they don't have the automatic value added function**; any modification or additional area will be based on the announcement on the EasyCard Corporation's website) to automatically add NTD500 or a multiple amount, to the EasyCard while automatically debiting from the specified account of the Debit EasyCard, when the stored money is not enough to pay for the expense transaction or when the stored amount is less than NTD100. The scope, amount and limit of the Autoload shall be in accordance with the requirements of the laws and regulations, the standards set by EasyCard Corporation and the latest announcements of the Bank. The use of Autoload is free of charge.

乙、人工加值：持卡人得於悠遊卡公司指定之特約機構或交通運輸服務詢問處或其他地點以現金加值方式進行悠遊卡加值，每次加值金額為新臺幣 100 元或其倍數。

Manually add value: The cardholder may add value to the EasyCard in cash at the designated institutions of the EasyCard Corporation or at the transportation service inquiry office or other place. The cardholder can add NTD100 or of a multiple amount of 100 to the card.

丙、機器加值：持卡人得於悠遊卡公司設置於指定地點（包括，但不限於捷運車站、公民營停車場）之悠遊卡加值機（AVM）及悠遊卡售卡／加值機進行現金加值，每次加值金額為新臺幣 100 元或其倍數。

Value added machine: The cardholders can use the EasyCard add value machine (AVM) and the EasyCard card vendor/add value machine at the designated locations (including but not limited to the MRT station, the public/private parking lot) to add value to the card. The cardholder can add NTD100 or of a multiple amount of 100 to the card.

(4) 卡片效期：悠遊卡與 VISA 金融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。

Card validity: The validity of the EasyCard is same as the VISA ATM card. When the Debit EasyCard expires, the function of the EasyCard and the Autoload function will be terminated.

(5) 悠遊卡儲值餘額不計利息，並由悠遊卡公司全數辦理信託，保障持卡人權益。

The balance stored in the EasyCard is not subject to interest accumulation and the trust is conducted by the EasyCard Corporation to ensure the rights and interests of the cardholder.

(6) 悠遊卡儲值餘額不可移轉性：VISA 金融卡卡片效期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，僅得將等值之金額轉計入持卡人指定帳

戶中。

The balance stored in the EasyCard is not transferable: If the VISA ATM card expires or if it is damaged, the balance stored in the EasyCard cannot be transferred to a new card or a replaced card. However, the equivalent amount stored in the card can be transferred to the cardholder's specified account.

- (7) 悠遊卡於特約機構扣款消費時，單筆交易金額以新臺幣 1,000 元為上限，每卡每日交易金額上限為新臺幣 3,000 元，惟繳納政府部門規費及支付公用事業服務費、學雜費、醫藥費、公共運輸（含纜車、公共自行車）、停車等服務費用，或配合政府政策且具公共利益性質經主管機關核准者，交易時無單筆交易金額及單日累積交易金額之上限規定。

When the EasyCard is used for expense debit at designated institutions, the single transaction amount is capped at NTD1,000. The maximum daily transaction amount per card is capped at NTD3,000; however, such single transaction limit and maximum daily transaction amount is not applicable to the following: pay the government department fees, public utilities, tuitions, medical expenses, public transportation (including cable cars and public bicycles), parking and other service charges, or other fees that are in accordance with government policies and approved by the competent authority.

- (8) 持卡人不得以任何方法自行或容許任何人擅自變造悠遊 Debit 卡，包括但不限於擅自拆解悠遊 Debit 卡摘取晶片、天線或竄改、干擾悠遊 Debit 卡上所儲存的軟體及資料。如因可歸責於持卡人之事由而有違反前開約定之情事，致 貴行或悠遊卡公司蒙受或產生任何費用、支出、損失或損害者， 貴行或悠遊卡公司有權向持卡人請求合理之費用及／或賠償。

The cardholder shall not, in any way, allow any person to make changes to the Debit EasyCard, including but not limited to the unauthorized disassembly of the Debit EasyCard's IC chip and antenna, and modify or interfere with the software and data stored on the Debit EasyCard. For any expenses, costs, losses or damage to the Bank or EasyCard Corporation that are attributable to the cardholder due to the aforementioned violations of the card, the Bank or the EasyCard Corporation has the right to request the cardholder for reasonable fees and/or compensation.

- (9) 悠遊 Debit 卡持卡人於 貴行之申請書所載之連絡地址或其他連絡方式有所變更而未通知者，則以持卡人最後通知之連絡地址或申請表格上所載連絡地址為 貴行或悠遊卡公司應為送達之處所。 貴行或悠遊卡公司將業務上有關文書或應為之通知，向持卡人最後通知之連絡地址或申請書所載連絡地址發出後，經通常郵遞之期間，即推定已合法送達。

If the contact address or other contact methods in the application of the Debit EasyCard is changed without notifying the Bank, the contact address of the last notice for the cardholder or the contact address on the application form will be used as the contact by the Bank or the EasyCard Corporation. The Bank or EasyCard Corporation will mail the relevant documents or notice to the cardholder at the cardholder's last address of notice or the contact address in the application form.

3. 悠遊 Debit 卡遺失、被竊、滅失或其他喪失占有

In case the Debit EasyCard is lost, stolen or loses possession of it

- (1) 悠遊 Debit 卡係屬 貴行所有，持卡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，並應防止他人獲悉持卡人卡片相關資訊。

The Debit EasyCard is a property of the Bank and the cardholder should use it with care and keep it in a safe place, to avoid loss, stolen, fraud acquisition, missing or possession by a third party. The cardholder should prevent others from getting the relevant information stored in the card.

- (2) 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），持卡人應儘速通知 貴行或向其他經 貴行指定機構辦理卡片掛失停用手續，並繳交掛失停用手續費，停止悠遊卡之自動加值功能。有關 VISA 金融卡掛失停用權益及自負額相關權利義務，悉依 貴行 VISA 金融卡約定條款之規範辦理。

If the Debit EasyCard is lost, stolen or has lost the possession (hereinafter referred to as the lost circumstances), the cardholder shall notify the Bank immediately or report the loss of the card at the designated places of the Bank, and pay the service fee to stop the Autoload function of the EasyCard. The relevant rights and obligations regarding the loss of the VISA ATM card and the deductible shall be handled in accordance with the provisions for the VISA ATM card.

- (3) 悠遊 Debit 卡完成前項掛失手續前二十四小時至掛失手續後三小時間，遭冒用自動加值之損失

由 貴行負擔，掛失手續完成後三小時內，悠遊卡扣款被冒用所發生之損失，由持卡人自行負擔，完成掛失手續後三小時起，悠遊卡扣款被冒用所發生之損失由悠遊卡公司負擔。掛失手續後三小時儲值餘額將於完成掛失手續後約 40 個工作日內，按悠遊卡公司掛失後三小時系統紀錄之儲值餘額，扣除由 貴行負擔遭冒用自動加值之金額（該款項將返還予 貴行），如有剩餘餘額，將退還至持卡人指定帳戶中，但若餘額為負值時，不論自動加值功能是否已開啟，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取。

If the Debit EasyCard is reposted lost, the loss due to Autoload during the period from 24 hours prior to the completion of the loss procedure to three hours after the completion of the loss procedure will be borne by the Bank. The loss due to fraudulent use within three hours from the completion of the loss procedure will be borne by the cardholder. The loss due to fraudulent use after three hours from the completion of the loss procedure will be borne by the EasyCard Corporation.

4. 悠遊 Debit 卡補發、換發及屆期續發

Re-issue a card, issue a new card or issue a new card upon expiration

- (1) 悠遊 Debit 卡發生遺失之情形，貴行得依持卡人之申請，補發具有相同功能而悠遊卡餘額為零之新卡供持卡人使用。

In case the Debit EasyCard is lost, the Bank may re-issue a card to the cardholder upon the cardholder's application.

- (2) 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，舊卡之自動加值功能與悠遊卡功能亦隨之終止。持卡人應保持卡片及其上晶片之完整性，並將卡片掛號寄回 貴行。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 貴行於收到卡片後約 40 個工作日內，轉撥入持卡人指定帳戶，但若餘額為負值時，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取。

If the Debit card is damaged, degaussed, scratched, faulty, malfunctions or for other reasons that cause the card to be unusable, the Bank will issue a new card upon the cardholder's application. The Autoload and the EasyCard functions of the old card will be terminated. The cardholder should retain the entire card including the chip on it and send it by a registered mail to the Bank. The balance on the EasyCard of the reissued card will be 0. The balance stored on the old card will be transferred to the cardholder's specified account within 40 working days after receiving the old card from the cardholder. If the balance is negative, the cardholder agrees to the debit the negative amount from the specified account of the cardholder, which is deemed as a regular expense amount.

- (3) 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，貴行同意續發具有相同功能而悠遊卡儲值餘額為零之新卡供持卡人繼續使用。到期舊卡之悠遊卡儲值餘額，將於卡片到期日後約 40 個工作日內，轉撥入持卡人指定帳戶中，但若餘額為負值時，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取。

When the Debit EasyCard expires, the EasyCard and the Autoload function will also be terminated. Other than any circumstances that cause the contract to be terminated, the Debit EasyCard contract, the Bank agrees to issue a new card with similar functions and zero balance on the EasyCard to the cardholder. The balance stored on the old card will be transferred to the cardholder's specified account within 40 working days after receiving the old card from the cardholder. If the balance is negative, the cardholder agrees to debit the negative amount from the specified account of the cardholder, which is deemed as a regular expense amount.

5. 悠遊卡功能停用及悠遊卡餘額處理

Disable of EasyCard function and handling of balance on the EasyCard

悠遊卡功能停用時，悠遊卡自動加值功能亦隨之終止，持卡人可透過下列管道辦理悠遊卡全部餘額退還作業：

When the EasyCard function is disabled, the Autoload function of the EasyCard will also be terminated, and the cardholder can apply for the full refund of the balance stored on the EasyCard through the following:

- (1) 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，VISA 金融卡功能仍維持有效。

Bring the card and personal ID documents to the EasyCard service center to apply for card refund. The balance of the EasyCard will be returned in cash and a service fee for the termination of contract will be charged. The function of VISA ATM card remains valid.

- (2)至捷運各車站之悠遊卡充值機（AVM）執行退卡交易，餘額透過 貴行返還至持卡人指定帳戶中，VISA 金融卡功能仍維持有效。

Use the add value machine (AVM) at MRT stations for the card refund, and the balance of the card will be returned to the cardholder's specified account in the Bank; the function of VISA ATM card remains valid.

- (3)將卡片保持完整並以掛號寄回 貴行辦理「餘額轉置」作業。

Send the card back to the Bank by registered mail, for the operation of a "balance transfer."

6.交易紀錄及儲值餘額疑義之處理

Handling of transaction records and balance on the card

- (1)持卡人得將卡片置於「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）

The cardholder may place the card on the "EasyCard enquiry machine" or visit the enquiry office at MRT stations to check the balance of the EasyCard and the last six transaction records on the card. Any questions regarding the transactions on the card, the cardholder can contact the EasyCard Corporation's customer service hotline: 412-8880 (please dial 02-412-8880 with a mobile phone or if you are located in Kinmen and Matsu)

- (2)貴行應於持卡人的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。

The Bank shall display the date and amount of the Debit EasyCard's Autoload in the passbook and the account statement of the cardholder's account.

- (3)持卡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「聲明書」及 貴行要求之文件通知 貴行查證處理。

If the cardholder has doubts about the balance of the abovementioned transactions, he/she may request the Bank for verification, with a "declaration form" and the documents required by the Bank within 60 calendar days after the transaction.

- (4)持卡人以悠遊卡向特約機構進行遞延性商品或服務之交易，發生未收到商品或服務之消費糾紛，並向特約機構求償無門時，經持卡人檢附交易憑證（如遞延性商品或服務之訂貨單正本、發票正本或其他足以有交易事實之憑證等）及原購貨卡片，且經悠遊卡公司查證無誤後，由悠遊卡公司負責返還持卡人相關款項。

If the cardholder uses the EasyCard to conduct transactions for deferred products or services at a designated institution and has not received the products or services, the consumer dispute may be resolved by providing the EasyCard Corporation with the transaction certificate (such as the original copy of the order form, the original invoice or other supporting documents for the transaction of the deferred products or services) and the original purchase card, and the EasyCard Corporation will be responsible for returning relevant amount to the cardholder upon verification of the transaction.

7.終止事由

Termination

持卡人有下列情形或其他違反本約定條款之情事時， 貴行得逕行暫停或終止持卡人使用悠遊卡，自動加值功能將隨之終止：

For any of the following circumstances or other violations of the provisions of this Agreement, the Bank may suspend or terminate the cardholder's use of the EasyCard, and the Autoload function will also be terminated:

- (1)持卡人以所持悠遊 Debit 卡至「悠遊卡」之營運範圍及特約機構或 貴行指定之地點，進行非法之商品或勞務之消費或交易。

The cardholder uses the Debit EasyCard to conduct transaction of illegal products or services within the operating scope of the "EasyCard" at the designated institution or at a designated place of the Bank.

- (2)持卡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。

The cardholder and a third party or a designated store counterfeit the transaction, conspire to a fraud, or to exchange for money, funds or obtain illegal benefits in any way.

- (3) 持卡人違反 貴行 VISA 金融卡約定條款或遭 貴行暫時停止持卡人使用 VISA 金融卡之權利、逕行終止 VISA 金融卡契約或強制停卡。

The cardholder violates the provisions for the VISA ATM card of the Bank or was suspended from using the VISA ATM card by the Bank, terminated the contract of the VISA ATM card by the Bank, or the card was compulsorily suspended.

8. 應付費用處理

Payable expenses

持卡人依本約定條款應付之作業處理費、手續費及其他費用等，將列入持卡人悠遊 Debit 卡應付帳款中併同請款。

The payable handling fees, service charges and other fees of the cardholder in accordance with the regulations of this Agreement will be included in the payable amount of the cardholder's Debit card.

惟當持卡人自行向悠遊卡公司申請以下作業時，悠遊卡公司得向持卡人收取以下費用或逕自悠遊卡之儲值餘額中扣抵：

However, when the cardholder applies for the following operations to the EasyCard Corporation, the EasyCard Corporation may charge the cardholder the following fees or directly deduct the fees from the EasyCard

- (1) 終止契約作業手續費：持卡人向悠遊卡公司申請全部儲值餘額退費時，應支付終止契約作業手續費新臺幣 20 元。(卡片使用滿 5 次(含)以上且滿 3 個月(含)，免收 20 元手續費)

Contract termination fee: When the cardholders applies to the EasyCard Corporation for the refund of money in the card, they shall pay the contract termination fee of NTD20. (If the card has been used for 5 times or more and for 3 months or more, the fee of NTD20 will be waived)

- (2) 交易紀錄查詢手續費：持卡人除得於悠遊卡公司所提供自動化服務機器免費查詢悠遊卡最近六筆交易紀錄及儲值餘額外，得依下列收費標準，親自向悠遊卡公司申請提供 5 年內之書面悠遊卡交易紀錄，收費標準為第一頁之工本費新臺幣 20 元，第二頁起每頁加收新臺幣 5 元。(例一：小悠申請書面查詢 8 月 1 日至 8 月 5 日悠遊卡交易紀錄，經列印後共一頁，需支付工本費新臺幣 20 元。例二：小遊申請書面查詢 8 月 1 日至 12 月 25 日悠遊卡交易紀錄，經列印後共三頁，需支付工本費第一頁 20 元+第二頁 5 元+第三頁 5 元，共計 30 元。)

Transaction record inquiry fee: In addition to the free inquiry service of the automated machine provided by the EasyCard Corporation, which allows the cardholder to check the last six transactions records and the balance of the card, the cardholder can apply to the EasyCard Corporation for the written transaction records in the last 5 years of the EasyCard, in accordance with the following charging standards: the fee is NTD20 for the first page and NTD5 for the second page and so on. (Example 1: Xiaoyu applied for a written transaction records of the EasyCard from August 1 to August 5 and a total of one page is printed, and thus the cost will be NTD20. Example 2: Xiaoyu applied for a written transaction records of the EasyCard from August 1 to December 25 and a total of three pages is printed, and the cost will be: NTD20 for the first page + NTD5 for the second page + NTD5 for the third page, for a total of NTD30.)

9. 約定條款之變更

Amendment to the terms in the agreement

本特別約定條款如有增刪或修改時，依 貴行 VISA 金融卡約定條款規定辦理。

In the event of any additional or deleted terms, or amendment to the agreement, it shall be conducted in accordance with the provisions for the VISA ATM card of the Bank.

10. 其他約定事項

Other provisions

本悠遊 Debit 卡，除本約定條款另有規定者外，悉依 貴行 VISA 金融卡約定條款與悠遊卡公司之「悠遊卡約定條款」及其他相關公告規定等辦理。

The relevant matters regarding the Debit EasyCard shall be conducted in accordance with the provisions for the VISA ATM card of the Bank and the "Provisions for the EasyCard" of the EasyCard Corporation,

unless otherwise stipulated in the Agreement.

四、電話語音服務約定事項：(註：僅適用於國內營業單位之存戶)

Provisions for telephone banking service: (Note: only for domestic depositors)

- (一) 本存戶申請使用貴行電話語音服務(以下簡稱語音服務)，其服務範圍包括查詢帳戶餘額、傳真交易明細資料、電話語音轉帳及其他貴行依法另得提供之服務等，上述服務除法令另有規定外，應以本存戶本身之帳戶為限。

The depositor can apply for telephone banking service (hereinafter referred to as "voice service") and its service scope includes checking account balance, faxing the details of transaction records, money transfer over the phone and other services provided by the Bank according to the laws and regulations. The abovementioned services shall be limited to the account of the depositor, unless otherwise stipulated in the laws and regulations.

- (二) 本存戶同意於申請本項服務時立即於貴行櫃台以密碼輸入器輸入語音識別碼(以下簡稱識別碼)，並正式啟用貴行各項語音服務，該識別碼本存戶同意自行負責保密，本存戶並得隨時利用語音服務自行變更識別碼，其變更次數不受限制。

The depositor agrees to input a password for the voice personal identification number (hereinafter referred to as the voice PIN) at the counter of the Bank when applying for the service, to officially activate the various voice service of the Bank. The depositor shall be responsible for the confidentiality of the voice PIN. The depositor can change the voice PIN with the voice service at any time, and there is no restriction on the number of times the voice PIN can be changed.

- (三) 本存戶使用與帳戶有關之語音服務項目時，應輸入帳號及自行設定之識別碼，經貴行電腦自動檢核相符後始得辦理，如輸入之識別碼連續錯誤達三次時，貴行有權暫時停止本存戶使用語音服務。

When the depositor uses the voice service for the account, the depositor should input the account number and the voice PIN for automatic verification. If the depositor inputs incorrect voice PIN for three times, the Bank has the right to temporarily suspend the voice service.

- (四) 本存戶輸入識別碼連續錯誤達三次或遺忘識別碼時，應親持身分證件暨原留印鑑，向貴行任一營業單位辦理重設識別碼手續，始得恢復使用語音服務，至於原指定之傳真機號碼及約定帳號如有異動時，亦得向貴行任一營業單位辦理變更。

If the depositor inputs incorrect voice PIN for three times or if the depositor forgets the voice PIN, he/she should bring the ID documents and the original seal to any business premises of the Bank for the application of voice PIN re-set. If there are any changes in the depositor's fax number or the specified account, the depositor must apply for changes at any business premises of the Bank.

- (五) 本存戶申請語音轉帳服務，限於本存戶本身帳戶及事先與貴行約定之第三人帳戶間之移轉，且以主管機關核准貴行辦理之項目為限。本存戶以語音轉帳轉入第三人帳戶及跨行本存戶帳戶，除另有約定外，其金額每日累計不得超過新臺幣貳佰萬元，該金額限制貴行得視需要隨時調整之。

The voice transfer service for the depositor is limited to the transfer between the account of the depositor and a designated third party account, and the transfer is limited to the matters approved by the competent authority. The cumulative transfer amount to a third party account and an interbank account of the depositor via the voice transfer service shall not exceed NTD2 million per day, unless otherwise stipulated, and the daily limit of the depositor may be adjusted by the Bank at any time.

- (六) 貴行憑本存戶識別碼指示辦理之語音服務，均視為本存戶本人親自辦理。本存戶所指示辦理之語音服務如依貴行規定尚需補填書面申請資料時，本存戶同意應儘速至貴行補辦有關手續。

The voice service conducted by the depositor with the identification code is deemed as a transaction done by the depositor. If the voice service conducted by the depositor required a written application according to the regulations of the Bank, the depositor agrees to complete the relevant procedures at the Bank as soon as possible.

- (七) 本存戶使用語音服務之聯行間語音轉帳服務免計收手續費，惟跨行轉帳每筆交易由貴行扣取手續費新臺幣 15 元，貴行得逕自本存戶帳戶扣收，本存戶絕無異議，惟日後如有調整收取費用，貴行應於生效日 60 日前，於貴行營業處所明顯處或網站上公告，不需另行通知及簽署約定書(有利於本存戶者，不受公告 60 日之限制)。

The interbank voice transfer service of the depositor is free of charge, but the transaction fee of NTD15 for interbank transfer will be directly debited from the account of the depositor by the Bank. This

depositor has no objection on the fee; however, if there is any fee change in the future, the Bank should make an announcement on its website or at the business premises of the Bank 60 days prior to the effective date, without further notice and signing of an agreement (this 60-day notice in advance is not applicable to the circumstances that are beneficial to the depositor).

(八) 語音轉帳服務帳務劃分點：

The accounting cutoff time for voice transfer service:

1、星期一至星期五以下午三時三十分為帳務劃分點。

The accounting cutoff time is at 3:30 pm, Monday to Friday.

2、超過帳務劃分點暨非營業日之轉帳交易均併入次一營業日之帳務處理。

The transactions conducted after the accounting cutoff time and on non-business days will be treated as transactions conducted on the next business day.

(九) 本存戶辦理語音轉帳服務時，得同時以語音指示貴行傳真交易明細資料，否則貴行應於交易完成後寄送交易明細資料予本存戶，本存戶亦得隨時至貴行對帳或要求發給交易明細資料。

When the depositors conduct voice transfer service, they can also request to fax the transaction details via the voice service, or the Bank shall send the transaction details to the depositor after the transaction is completed. The depositors can also check the transaction details at the Bank or request the Bank to send the transaction details at any time.

(十) 本存戶申請語音服務指定轉入之銀行代號、帳號金額應由本存戶自行核對及確認，倘因本存戶申請指定或操作轉入之銀行代號、帳號或金額等錯誤，致誤轉入他人帳戶或誤轉金額時，概由本存戶自行負責，貴行不負轉正或追還之責。

The depositor shall verify and confirm the designated account's bank code and account number for the voice service. If the input bank code, account number or transfer amount are incorrect and the amount is transferred to an incorrect account via the voice transfer service, the depositor is responsible for the incorrect transfer and the Bank will not be responsible for the reverse of transaction or recovery of the amount.

(十一) 貴行語音服務系統如因**停電、斷線、電腦系統故障或其他原因致無法操作時，得暫時停止服務**，如本存戶因此遭致任何遲延損失，本存戶同意無條件免除貴行之遲延損失賠償責任，惟如有可歸責貴行之事由者，則不在此限。

If the Bank's voice service system is unable to operate due to **power shortage, disconnection, malfunctions of the computer system or other causes, the Bank may temporarily suspend the service.**

Any loss of the depositor due to such incidents, the depositor agrees to unconditionally waive any delayed loss or responsibility of the Bank, unless the incident is due to causes attributable to the Bank.

(十二) 本存戶使用語音服務所取得之資料，如因**貴行電腦系統故障或誤入帳而致帳務不正確時，本存戶同意以沖正後之正確資料為準。**

When the depositor uses the voice service and obtains **incorrect accounting information due to malfunctions of the computer system, the depositor agrees for the Bank to make corrections for the incorrect information.**

(十三) 本存戶如有下列情形之一者，貴行得終止提供語音服務：

For any of the following circumstances, the Bank may terminate the voice service for the depositor:

1、本存戶之語音申請帳戶結清銷戶支票存款經列為拒絕往來戶者

This depositor's check deposit for the settlement account of the voice service application is listed as **discredit sanction.**

2、本存戶不當使用語音服務不能履行債務**或涉及不誠信行為**或有其他違約等情事者。

The depositor improperly uses the voice service, **involves dishonest activities** or other matters that **breach the contract.**

3、經貴行研判有疑似不當使用之情事者。

The Bank suspects the improper use by the depositor.

(十四) **誠信經營原則**

Ethical corporate management

任何一方知悉有人員違反禁止收受佣金、回扣或其他不正當利益之契約條款時，應立即據實將此等人員之身分、提供、承諾、要求或收受之方式、金額或其他不正當利益告知他方，並提供相關證據

且配合他方調查。一方知因此而受有損害時，得向他方請求損害賠償，並得自應給付之契約價款中如數扣除。

Any party who discovers a person violating the contractual terms such as receiving commissions, rebates, or other improper benefits shall immediately inform the other party about the person's identity, supply, promise, request or the way of acceptance, amount or other improper benefits, as well as relevant evidence and cooperate with other parties for investigation. If a party suffers loss or damage based on the incident, the party may request compensation from the other party, and may make deductions from the payable payment in the contract.

(十五) 存戶亦得隨時憑原留印鑑以書面通知貴行終止使用語音服務。

The depositors may notify the Bank in writing to terminate the voice service, with the original seal at any time.

(十六) 本行 24 小時客戶服務專線：04-22273131、0800-033175。

The Bank's 24-hour customer service hotline: 04-22273131; 0800-033175.

五、網路銀行服務約定事項

Provisions for online banking services

(一) 銀行資訊

Bank information

1、銀行名稱：合作金庫商業銀行

Bank name: Taiwan Cooperative Bank

2、申訴及客服專線：04-2227-3131、0800-033-175

Customer complaint and customer service hotline: 04-2227-3131; 0800-033-175

3、網址：<http://www.tcb-bank.com.tw>

Website: <http://www.tcb-bank.com.tw>

4、地址：臺北市松山區長安東路二段 225 號

Address: No.225, Sec. 2, Chang'an E. Rd., Songshan Dist., Taipei City 105, Taiwan (R.O.C.)

5、傳真號碼：04-2227-9191

Fax number: 04-2227-9191

6、銀行電子信箱：e_bank@tcb-bank.com.tw

Bank e-mail: e_bank@tcb-bank.com.tw

(二) 約定事項之適用範圍

Scope of applications

本約定事項係網路銀行業務(含行動網銀)服務之一般性共同約定，除個別約定事項另有約定外，悉依本約定事項之約定。個別約定事項不得牴觸本約定事項。但個別約定事項對存戶之保護更有利者，從其約定。本約定事項如有疑義時，應為有利於存戶之解釋。

The terms and conditions are general agreements for online banking services (including mobile online banking). Unless otherwise stipulated in the individual agreement, the relevant matters shall be conducted in accordance with this Agreement. The provisions prescribed in the individual agreement shall not contradict this Agreement. However, if the provisions prescribed in the individual agreement is in favor of the depositors, the individual agreement shall prevail. If there is any uncertain interpretation in the provisions, the interpretation in favor of the depositors shall prevail.

(三) 名詞定義

Term definitions

1、「網路銀行業務」：指存戶端設備經由網際網路或行動網路與貴行電腦連線，無須親赴銀行櫃台，即可直接取得貴行所提供之各項金融服務。

"Online banking": It means that the depositor connects to the Bank's computer systems for various financial services provided by the Bank via the Internet or mobile network.

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

"Electronic documents" shall mean the words, sounds, pictures, images, symbols or other information

transmitted via the Internet by the Bank or depositor, which are the information presented in the form of electronic files for electronic processing and records.

- 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。

"Digital signature": It refers to an electronic file with digital data based on the calculation of mathematical algorithm, which is encrypted by the signer's private key to create the electronic signature, and it can be authenticated by a public key.

- 4、「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。

"Certificate": It refers to an electronic certificate containing the signature and authenticated information for verifying the signer's identity and qualification.

- 5、「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。

"Private Key": It is owned by the signer for generating a digital signature through digital data with the pairing relation.

- 6、「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。

"Public Key": It is for the public authentication of digital signature through digital data with the pairing relation.

- 7、SSL (Secure Socket Layer, 安全電子資料傳輸協定)：係指資料以 SSL 通訊協定在網際網路傳輸，確保訊息之隱密性及訊息之完整性。

SSL (Secure Socket Layer): It refers to the data transmission using the SSL protocol on the Internet, to ensure the confidentiality and completeness of the messages.

- 8、憑證轉帳：身分電子憑證，交易訊息格式及處理流程係由銀行依業務需求自行規劃，制定之交易訊息標準適用於付款訊息的傳送，符合訊息隱密性、完整性、來源辨識、不可重複性、接收及傳送不可否認性的要求。本行網路銀行憑證轉帳作業，採用 FXML 憑證，提供電子數位簽章功能，可確保交易資料之不可否認性及完整性，安全性高，機制嚴謹，憑證內容係以身分證字號或統一編號為主，每位客戶只需要申請一張 FXML 憑證，即可管理所有帳戶與使用本行所提供之金融服務。

Certificate transfer: It is an electronic certificate and the format of transaction message and the process flow are planned by the Bank according to its business needs. The formulated transaction message standard is for the transmission of payment messages, which shall comply with the requirements of message confidentiality, completeness, source identification, non-repeatability, and non-repudiation for reception and transmission. The Bank's online banking certificate transfer uses FXML certificate for offering an electronic digital signature function to ensure the transaction data's non-repudiation and completeness; its security level is high and the mechanism is robust; its certificate content is based on the ID card number or the unified business number; the customer only has to apply for one FXML certificate to manage all of his/her accounts and use the financial services provided by the Bank.

- 9、一次性動態密碼(One Time Password,OTP)安全機制：立約人於執行交易或設定服務使用 OTP 機制時，系統將自動發送一組簡訊 OTP 密碼至立約人所設定的手機門號，或以推播方式發送至立約人已完成授權認證綁定之行動裝置，為確保網路交易安全，每次傳送 OTP 密碼皆為亂數產生，且僅限當筆交易有效之安全交易機制。

One Time Password (OTP) security mechanism: When the transaction is conducted using the OTP mechanism to execute or set up services, the system will automatically send a set of text message/push notification OTP password to the contractor's mobile phone designated by the contractor to ensure the safety of the transaction. The transmitted OTP password will be regenerated each time, and it is limited to the use of current transactions only.

- 10、裝置綁定服務：立約人透過行動網銀進行行動裝置綁定，授權認證成功後（至多綁定 5 組裝置），搭配本行網路交易安全認證機制(如憑證、SSL 或 OTP)，始得進行轉帳或設定服務。

Device authentication service: The mobile device is authorized and authenticated on the mobile banking, and it is paired to the operating service (with 5 devices at most).The service operation must work under the Bank's security authentication mechanism of online transactions (such as certificate, SSL or OTP) to conduct a transfer or set up services.

- 11、管理中心：本存戶可向銀行申請管理中心用以設定內部使用者之權限及交易簽核流程等功能。管理中心之使用者，本存戶得僅申請由管理主管完成各項管理中心設定，或申請經由管理經辦編輯，送呈管

理主管核定。

Management center: The depositor can apply for a management center to the Bank for setting the authority of the internal users and the transaction registration process. As for the users of the management center, the depositor can only apply for the services set up by the manager of the management center or submit the application to the manager through the management office for verification.

(四) 網頁之確認

Confirmation of webpage address

存戶使用網路銀行前，請先確認網路銀行正確之網址(<https://cobank.tcb-bank.com.tw/>)，才使用網路銀行服務；如有疑問，存戶應洽詢貴行客服專線。

Please confirm the website address for online banking before using the online banking service (<https://cobank.tcb-bank.com.tw/>); for any doubts, the depositors should contact the customer service hotline.

貴行應以一般民眾得認知之方式，告知存戶網路銀行應用環境之風險。

The Bank should inform the depositors about the risks of the online banking application in a way that the general public can understand.

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，以避免存戶之權益受損。

The Bank should maintain the correctness and security on the website through the exercise of reasonable care of a good administrator, and always be aware of whether or not there is a phishing website to ensure the rights of the depositors.

(五) 服務項目

Service content

貴行應於本約定事項載明提供之服務項目，如於網路銀行網站呈現相關訊息者，並應確保該訊息之正確性，其對存戶所負之義務不得低於網站之內容。

The Bank shall stipulate the services content in this Agreement and make sure of the correctness of relevant information provided on the online banking website; the obligations to depositors in this Agreement shall not be less than the content posted on the website.

(六) 連線所使用之網路

The network for online connection

存戶與貴行同意使用網路進行電子文件傳送及接收。雙方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約定事項，並各自負擔網路使用之費用。

The depositors and the Bank agree to use the Internet for the transfer and reception of electronic files. The two parties shall sign the network service agreement with their network service operators for the rights and obligations, and they shall be responsible for the expenses of their network services.

(七) 電子文件之接收與回應

Reception and response of electronic documents

貴行接收含數位簽章或經貴行及存戶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存戶再次確認後，即時進行檢核及處理，並將檢核及處理結果，以雙方約定之方式通知存戶。貴行或存戶接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但貴行可確定存戶身分時，應立即將內容無法辨識之事實，以雙方約定之方式通知存戶。

After receiving the electronic files containing the digital signatures or the electronic documents agreed upon by the depositors and the Bank, the Bank shall provide the webpage address for the important information in the electronic documents for the depositors for re-confirmation before processing; the Bank shall notify the depositors about the processing results with a previously agreed method by both parties. If the Bank or depositors receive any electronic file from the other party that is unable to identify the sender's identity or the content, the electronic file will be deemed to have not been transmitted. However, if the Bank can determine the identity of the depositor, the Bank should immediately notify the depositor of the content that cannot be recognized with a previously agreed upon method by both parties.

(八) 電子文件之不執行

Not processing the electronic documents

如有下列情形之一，貴行得不執行任何接收之電子文件：

The Bank may not process any electronic documents received for any of the following circumstances:

(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。

It is suspicious with specific reasons for the truthfulness of the electronic document or the correctness of the specified matter.

(二) 貴行依據電子文件處理，將違反相關法令之規定者。

If the Bank will violate the provisions of relevant laws and regulations if the Bank processes the electronic documents.

(三) 貴行因存戶之原因而無法於帳戶扣取存戶所應支付之費用者。

The Bank is unable to deduct the payable fees from the depositor's account due to reasons attributable to the depositor.

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存戶，存戶受通知後得以電話或雙方約定方式向貴行確認。

If the Bank decides not process the electronic documents in the preceding paragraph, the Bank should notify the depositor about the reason for not processing the electronic documents with a previously agreed upon method by both parties, and the depositor can confirm with the Bank by telephone or with a previously agreed upon method by both parties upon receiving the notice.

(九) 電子文件交換作業時限

Time limit for electronic document exchange operations

電子文件係由貴行電腦自動處理，存戶發出電子文件，經存戶依第七條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（營業時間：為星期一至星期五（例假日除外）上午九時至下午三時三十分），貴行應即以電子文件通知存戶，該筆交易將改於次一營業日處理或依其他約定方式處理。

The electronic documents are automatically processed by the Bank's computer system. The depositor sends an electronic file to the Bank upon verifying the correctness of the content according to the re-confirmation mechanism prescribed in article 7, and the file cannot be retrieved after being sent to the Bank. However, an unexpired preserved transaction may be retrieved or modified within the time limit set by the Bank. If the electronic file has been sent to the Bank after the Bank's business hours according to the time of the Bank's computer system (business hours: 9:00 am to 3:30 pm; Monday to Friday (except for holidays)). The depositor should be notified by the Bank that the electronic documents will be processed on the next business day or it shall be handled according to the prescribed provisions.

(十) 網路轉帳(含行動網銀轉帳)服務帳務劃分點、限制、交易限額及未補登摺次數

Online transfer's (including mobile online transfer) accounting cutoff time, restrictions, transaction limits and number of un-updated transactions in the passbook

1、同幣別外匯存款轉帳，營業時間限為星期一至星期五（例假日除外）上午九時至下午三時三十分。臺外幣存款轉帳及不同幣別外匯存款轉帳，營業時間限為星期一至星期五（例假日除外）上午九時十分至下午三時三十分，透過網路銀行進行基金下單之服務時間，依網頁公告及貴行特定金錢信託投資國內外有價證券信託約定事項相關規定辦理。

The transfer of foreign currency deposits in the same currency: business hours are from 9:00 am to 3:30 pm, Monday to Friday (not including holidays). The transfer of NTD and foreign currency deposits, and the transfer of foreign currency deposits in different currencies: business hours are from 9:10 am to 3:30 pm, Monday to Friday (not including holidays). The service time for fund ordering via online banking is based on the announcement on the website and the "Provisions for Non-Discretionary Money Trust Investments in Domestic and Foreign Securities" prescribed by the Bank.

2、轉帳交易是否係逾時交易，以貴行系統接獲檔案資料之時間為準，存戶利用網路轉帳交易將款項轉入支票存款帳戶，應於帳務劃分點前完成轉入手續並經查詢確定，如因轉帳程序，未能完成而遭致退票，除能證明貴行有可歸責之過失外，應由存戶負責。

The transfer time of the transaction is based on the systematic time of the Bank when the system receives the file. When the depositor uses the online transfer to transfer the money to a checking deposit account, he/she should verify whether or not the transaction is completed before the accounting cutoff time. If the fund was bounced due to the incomplete transfer, the depositor should be fully responsible for the loss unless the depositor has proof that it was due to causes attributable to the Bank.

- 3、存戶同意貴行於服務時間後，所接受之付款指示訊息或入帳訊息，得於次營業日入帳，惟轉入其他金融機構者，依其規定。

The depositor agrees that the payment or credit transaction conducted after the service time will be processed on the next business day; however, the money transfers to other financial institutions shall be based on its regulations.

- 4、使用本項系統辦理轉帳之金額不得超逾本存戶轉出帳戶轉帳當時之可用餘額，若轉出帳戶為支票存款或綜合存款帳戶，且存款餘額不足支付時，授權貴行得在本存戶支票存款透支額度或綜合存款項下之定期（儲蓄）存款金額範圍內質借陸續支用，其超過存款餘額之轉出金額即為向貴行之借款，不另立借據。每次最高轉帳金額及每日累計最高轉帳金額之限制暨透支或質借計息方式，均依貴行相關規定辦理。

The transfer amount for the account using this service system shall not exceed the available balance of the account at the time when the transaction is made. If the Bank balance is insufficient for the depositor's withdrawal or payment from a deposit checking account or a composite deposit account, the Bank is authorized and may advance the insufficient sums within the coverage of the pledge guarantee in the time deposit (savings) account. These advances are deemed as the depositor's debit which is owed to the Bank even though a loan contract is not issued. The principal and interest of the time deposit are fully pledged to the Bank as collaterals. The maximum amount of transfer, the limit of accumulated daily deposit amount, and the interest of overdraft and pledge shall be conducted in accordance with the relevant regulations of the Bank.

- 5、存戶利用網路銀行辦理轉帳轉出交易限額：(單位：新臺幣萬元，已標示幣別者依標示幣別)

The depositor's transfer limit for the transaction via online banking: (Unit: 10,000 in NTD, or according to the indicated currency)

個人網路銀行：

Personal Internet Banking

每日限額	SSL 轉帳		當日總限額	憑證轉帳(使用載具憑證)				OTP 轉帳			當日總限額 SSL+ 憑證轉帳 +OTP 轉帳	
	約定 (與行動網銀約定併計)			約定		非約定		非約定	總限額(與行動網銀非約定併計)			
	單筆	單日累積		單筆	單日累積	單筆	單日累積	單筆	單日	單月		
自行同 ID 轉帳(含外幣間)	200	200	200 (SSL 自行同 ID 約定轉帳不計入)	不限	不限	200	1,000 (憑證自行同 ID 約定轉帳不計入)	5	10	50	1,000 (SSL 及憑證自行同 ID 約定轉帳不計入)	
自行不同 ID(含外幣間) 及臺幣跨行轉帳	200	200		200	1,000	200		500				5
臺幣轉外幣(限本人)	50 (不含 50)	50 (不含 50)		USD50 萬 (不含 50 萬)	USD50 萬 (不含 50 萬)			USD50 萬 (不含 50 萬)				USD50 萬 (不含 50 萬)
外幣轉臺幣(限本人)	50 (不含 50)	50 (不含 50)		USD50 萬 (不含 50 萬)	USD50 萬 (不含 50 萬)			USD50 萬 (不含 50 萬)				USD50 萬 (不含 50 萬)

外幣匯出匯款 (含本行 DBU 與 OBU 間匯款)	200	200	200	1,000	1,000	200	500	1,000				1,000
-------------------------------	-----	-----	-----	-------	-------	-----	-----	-------	--	--	--	-------

Daily limit	SSL Transfer		Daily limit	Certificate Transfer (Using certificate of a carrier)				Daily limit	OTP Transfer			Daily limit
	(Combined with mobile online banking)			Designated		Non-designated			non-designated	Total limit (combined with non-designated of mobile online banking)		
	Single transaction	Daily accumulation		Single transaction	Daily accumulation	Single transaction	Daily accumulation			Single transaction	Daily	
Transfer under the same ID in the Bank (including foreign currency)	200	200		No limit	No limit	200		1,000 (Certificate transfer under the same ID, not including the designated account)	5			1,000 (SSL and certificate transfer under the same ID, not including the designated account)
Transfer under different ID in the Bank (including foreign currency) and NTD interbank transfer	200	200	200 (SSL transfer under the same ID, not including the designated account)	200	1,000	200	500		5	10	50	
NTD transfer to foreign currency (limited to the same person)	50 (excluding 50)	50 (excluding 50)		USD 500,000 (excluding 500,000)	USD 500,000 (excluding 500,000)			USD 500,000 (excluding 500,000)				USD 500,000 (excluding 500,000)
Foreign currency transfer to NTD (limited to the same person)	50 (excluding 50)	50 (excluding 50)		USD 500,000 (excluding 500,000)	USD 500,000 (excluding 500,000)			USD 500,000 (excluding 500,000)				USD 500,000 (excluding 500,000)

<u>Foreign currency remittance (including the remittance between the Bank's DBU and OBU)</u>	<u>200</u>	<u>200</u>	<u>200</u>	<u>1,000</u>	<u>1,000</u>	<u>200</u>	<u>500</u>	<u>1,000</u>			<u>1,000</u>
--	------------	------------	------------	--------------	--------------	------------	------------	--------------	--	--	--------------

企業網路銀行：

Corporate Internet Banking

每日限額	使用載具憑證				當日總限額
	約定		非約定		
	單筆	單日累積	單筆	單日累積	
自行同 ID 轉帳	不限	不限	不限	不限	不限
自行不同 ID 及 臺幣跨行轉帳	5,000	5,000	10	10	5,000
外幣匯出匯款 (含本行 DBU 與 OBU 間匯款)	5,000	5,000	10	10	5,000

Daily limit	Use certificate of a carrier				Daily limit
	Designated		Non-designated		
	Single transaction	Daily accumulation	Single transaction	Daily accumulation	
Transfer under the same ID in the Bank	No limit	No limit	No limit	No limit	No limit
Transfer under different ID in the Bank and NTD interbank transfer	5,000	5,000	10	10	5,000
Foreign currency remittance (including the remittance between the Bank's DBU and OBU)	5,000	5,000	10	10	5,000

行動網銀：

Mobile Banking

每日限額	單筆	累計最高限額		說明
		單日	單月	
約定帳戶轉帳	<u>200</u>	<u>200</u>		與個人網路銀行 SSL 約定轉帳併計
非約定帳戶轉帳	<u>5</u>	<u>10</u>	<u>50*</u>	與個人網路銀行 OTP 之非約定轉帳併計 *憑證非約定帳戶轉帳不計入單月累計限額
繳費稅	<u>200</u>	<u>200</u>		與個人網路銀行之繳費稅併計
消費扣款	<u>5</u>	<u>10</u>	<u>20</u>	每日限額與 ATM 存款及 ATM、eATM 非約定帳戶
跨境匯出	<u>10</u>	<u>10</u>	<u>30</u>	轉帳併計

Daily limit	Single transaction	Maximum of accumulation		
		Daily	Monthly	Description
Designated account transfer	<u>200</u>	<u>200</u>		Combined with the SSL designated account

				<u>transfer of Personal Internet Banking</u>
<u>Non-designated account transfer</u>	<u>5</u>	<u>10</u>	<u>50*</u>	<u>Combined with the OTP non-designated account transfer of Personal Internet Banking</u> <u>*Certificate non-designated account transfer is not included in the monthly cumulative limit</u>
<u>Taxes and expenses payments</u>	<u>200</u>	<u>200</u>		<u>Combined with the taxes and expenses payments of Personal Internet Banking</u>
<u>Expense debit</u>	<u>5</u>	<u>10</u>	<u>20</u>	<u>The daily limit is combined with ATM deposit and non-designated account transfer of ATM and</u>
<u>Overseas remittance</u>	<u>10</u>	<u>10</u>	<u>30</u>	<u>eATM and overseas remittance</u>

※ 有關個人網路銀行(含行動網銀)交易限額，實行如有調整，存戶不另行簽署約定書，以貴行網站公告為準；SSL 轉帳-自行同 ID 轉帳(含外幣間)單筆及單日累積限額得透過個人網路銀行調高為等值新臺幣 500 萬元或調降為等值新臺幣 200 萬元。

Any amendments regarding the transaction limit of personal online banking (including mobile banking) shall be based on the announcement of the Bank's website and the depositor does not have to sign an agreement; SSL transfer – transfer under the same ID in the Bank (including foreign currency), the single transaction and daily cumulative limit can be raised to the equivalent of NTD5 million or reduced to the equivalent value of NTD2 million through personal online banking.

※ 有關企業網路銀行交易限額，申請人如因業務需要，並經審慎評估安全後，得向貴行申請調整（請另填「企業網路銀行轉帳限額調整申請書」）。

If necessary, the applicant can apply to the Bank for adjustment of the corporate online banking transaction limit upon safety evaluation (please fill out the “Corporate Internet Banking Transfer Limit Application Form”).

※ 個人網路銀行繳費稅額度，每日單筆等值新臺幣 200 萬、每日累積等值新臺幣 200 萬元(併計於當日總限額 SSL+ 憑證轉帳+OTP 轉帳-自行同 ID、自行不同 ID 及臺幣跨行轉帳)；企業網路銀行繳費稅額度，單筆及每日累積併計於非約定-自行不同 ID 及臺幣跨行轉帳額度。

Personal online banking tax payment limit, the daily single transaction is NTD2 million or equivalent, daily accumulated amount is NTD2 million or equivalent (combined with the daily limit of SSL + certificate transfer + OTP transfer – transfer under the same ID in the Bank, transfer under different ID in the Bank, and NTD interbank transfer); corporate online banking expenses and taxes payment limit, single transaction and daily accumulated amount is combined with the amount of non-designated account transfer under different ID in the Bank and the NTD interbank transfer.

※ 線上申請約定轉入帳號，其交易額度限定為每日單筆等值新臺幣 5 萬、每日累積等值新臺幣 10 萬元、每月累積不超過等值新臺幣 20 萬元。

For online application for transferring to a designated account, the daily single transaction limit is NTD50,000 or equivalent, the daily accumulated amount is NTD100,000 or equivalent, and monthly accumulated amount is NTD200,000 or equivalent.

※ 企業網路銀行之臺幣轉外幣及外幣轉臺幣每日限額除依「自行同 ID 轉帳」約定限額外，另每日最高限額：公司、行號等值 100 萬美元；團體及個人等值 50 萬美元（網路與臨櫃交易併計；臺幣轉外幣與外幣轉臺幣分別累計）。

In addition to the limit of transfer under “the same ID in the Bank”, the daily limit of transferring NTD to foreign currency and foreign currency to NTD for corporate online banking is capped at: 1 million USD or equivalent for companies and business vendors; 500,000 USD or equivalent for groups and individuals (including the transactions done via Internet and at the counter; the amount of transferring NTD to foreign currency and foreign currency to

NTD will be calculated separately).

※外幣綜活存轉綜定存之交易金額不限制。

There is no restriction on the transaction amount of foreign currency composite demand deposit transferring to composite time deposit.

※匯往大陸地區外幣匯出匯款，每筆交易限額：公司、行號等值 100 萬美元；團體及個人等值 50 萬美元。

The single transaction limit for remittances of foreign currencies to the mainland China: 1 million USD or equivalent for companies and business vendors; 500,000 USD or equivalent for groups and individuals.

※網路基金下單之交易限額以貴行公告或網頁說明為準，不適用網路銀行轉帳交易限額規定。

The transaction limit for online fund orders is based on the announcement of the Bank or the description on its website and the online banking transfer limit is not applicable.

※行動網銀非約定帳戶轉帳限額 3 萬元係併入個人網路銀行憑證非約定轉帳限額 500 萬元中計算。

The non-designated account transfer limit for mobile online banking is NTD30,000 and it is included in the personal online banking certificate non-designated transfer limit of NTD5 million.

6、SSL、憑證及 OTP 轉帳無未補登存摺次數限制。

There is no restriction on the number of un-updated transactions in passbooks for SSL, certificate and OTP transfer.

(十一) 費用

Fees

存戶自使用本約定服務之日起，願依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自存戶之帳戶內自動扣繳；如未記載者，貴行不得收取。

Upon the service date subscribed in the Agreement, the depositor agrees to pay the service fee, handling fee, postage and telecommunications charges according to the standards of service charges, and authorizes the Bank to automatically debit from the account of the depositor; for any fees that are not specified in the standard of service charges, the Bank may not collect it.

網路銀行及行動網銀交易之費用金額如下：

The fees for online banking and mobile online banking transactions are as follows:

1、個人銀行跨行轉帳：每筆為新臺幣（以下同）15 元。

Interbank transfer of personal banking: Each transaction is NTD15.

2、企業銀行跨行轉帳：200 萬元(含)以下每筆為 15 元，200 萬元以上，每增加 100 萬元加收 10 元，不足 100 萬元以 100 萬元計。使用國內臺幣跨行匯款手續費：200 萬(含)以下每筆為 30 元，每增加 100 萬元加收 10 元，不足 100 萬元以 100 萬元計。

Interbank transfer of corporate banking: Each transaction is NTD15 for transfer amounts of NTD2 million (inclusive) or less; an additional transaction fee of NTD10 will be added for every additional transfer amount of NTD1 million (less than NTD1 million, the fee will be calculated as NTD1 million).

NTD domestic interbank remittance fee: Each transaction is NTD30 for transfer amount of NTD2 million (inclusive) or less; an additional transaction fee of NTD10 will be added for every additional transfer amount of NTD1 million less than NTD1 million, the fee will be calculated as NTD1 million.

3、傳真服務：即時交易每筆 3 元，預約交易每筆 5 元。

Fax service: NTD3 for each instant transaction and NTD5 for each reserved transaction.

4、行動網銀跨行轉帳：每筆為 15 元。

Mobile online banking interbank transfer: NTD15 per transaction.

5、個人/企業銀行外幣匯款：

Foreign currency remittance for personal/corporate banking:

匯款種類	費用別	一般用戶	OBU 國際金融業務分行用戶
一般匯出款 (每筆匯出款費用為 右列手續費、郵電費及 全額匯出費用之合計 數)	手續費	依匯款金額 0.025%計收，最低 NTD130，最高 NTD600。	依匯款金額 0.025%計收，最低 USD10，最高 USD40。
	郵電費	依該筆匯款指示拍發電報筆數計收，一通電報 NTD220，二通電報 NTD440。	依該筆匯款指示拍發電報筆數計收，一通電報 USD10，二通電報 USD20。
	全額匯出費用	如網頁端選擇全額匯出者，每筆依匯款幣別另加收費用如下： USD：每筆 USD20 HKD：每筆 HKD250 GBP：依匯款金額 0.1%計收，最低 GBP35	

		EUR：依匯款金額 0.1%計收，最低 EUR40 JPY：依匯款金額 0.05%計收，最低 JPY5,000	
大陸中文匯出款	手續費	每筆 NTD600	每筆 USD25
匯出款改匯或退匯 (網銀交易已完成，另 臨櫃申請匯款資料修 改或退匯者方需支付 本費用)	手續費	每筆 NTD300	每筆 USD10
一般匯入款	手續費	依匯款金額 0.05%計收，最低 NTD200，最高 NTD800。	依匯款金額 0.05%計收，最低 USD10，最高 USD40。

Remittance type	Fees	General Users	OBU Offshore Banking Unit Users
General remittance (The cost for each remittance is the total amount of service charge, postage and telecommunications charges, and fee for full remittance)	Handling fee	0.025% of the remittance amount with a minimum charge of NTD130 and a maximum charge of NTD600.	0.025% of the remittance amount with a minimum charge of USD10 and a maximum charge of US \$40.
	Postage and telecommunications charges	The number of telegram required is based on the remittance; NTD220 for one telegram and NTD440 for two telegrams.	The number of telegram required is based on the remittance; US \$10 for one telegram and USD20 for two telegrams.
	Fee for full remittance	If the full remittance is chosen online, additional service charges for the remittance based on different currencies are as follows: USD: USD20 per transaction HKD: HKD 250 per transaction GBP: 0.1% of the remittance amount with a minimum charge of GBP 35 EUR: 0.1% of the remittance amount with a minimum charge of EUR40 JPY: 0.05% of the remittance amount with a minimum charge of JPY 5,000	
Mainland Chinese remittance	Handling fee	NTD600 for each transaction	USD25 for each transaction
Amendment or cancellation of remittance (handling fee is only applicable to: online banking transaction has been completed, but apply for amendment or cancellation of the remittance at the counter)	Handling fee	NTD300 for each transaction	USD10 for each transaction
General remittance	Service charges	0.05% of the remittance amount with a minimum charge of NTD200 and a maximum charge of NTD800.	0.05% of the remittance amount with a minimum charge of USD10 and a maximum charge of US \$40.

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存戶得知（以下稱通知）調整之內容。

Any amendment to the charging standard listed in the preceding paragraph, the Bank will make the announcement on Bank's website and notify the depositor about the amendment (hereinafter referred to as the notification) with a previously agreed upon method by both parties.

第三項之調整如係調高者，貴行應於網頁上提供存戶表達是否同意費用調高之選項。存戶未於調整生效

日前表示同意者，貴行將於調整生效日起暫停存戶使用網路銀行一部或全部之服務。存戶於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行契約相關服務。

If the amendment to paragraph 3 is an increased fee, the Bank should offer the depositor with options for the agreement to the increased fee. If the depositor does not agree to the amendment before the effective date of the amendment, the Bank will suspend the depositor from using partial or all online banking services from the effective date of the amendment. After the depositor has agreed to the amendment, the Bank shall immediately resume the related online banking services.

前項貴行之公告及通知應於調整生效日六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

The announcements and notifications in the preceding paragraph shall be made at least 60 days prior to the effective date of the amendment and the effective date of the amendment shall not be earlier than the initial date of the following year, after the announcement and notification.

(十二) 存戶軟硬體安裝與風險

The installation and risks of software and hardware

存戶申請使用本約定事項之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由存戶自行負擔。

When applying for the services of this Agreement, the depositors shall install the required computer software, hardware and other security-related devices. The costs and risks of the installation will be borne by the depositors.

第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意存戶於約定服務之範圍內使用，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服務之最低軟硬體需求，且負擔所提供軟硬體之風險。

If the software and hardware equipment mentioned in the first paragraph and related documents are provided by the Bank, the Bank only agrees that the depositor can use them within the scope of the agreed services and they may not transfer, lend or deliver to a third party in any way. The Bank shall also indicate the minimum software and hardware requirements for the service on its website and on the package of the supplied hardware and software, and be responsible for the risk of the provided hardware and software.

存戶於約定事項終止時，如貴行要求返還前項之相關設備，應以約定事項特別約定者為限。

If the Bank requests the depositor to return the relevant provided equipment in the preceding paragraph due to termination of the provision, it shall be limited to those with special agreements.

(十三) 存戶連線與責任

Depositor's connection and responsibility

貴行與存戶有特別約定者，必須為必要之測試後，始得連線。

If the Bank and the depositor have a special agreement, a necessary test is required prior to the connection.

存戶對貴行所提供之授權使用者代號、密碼、憑證申請密碼、裝置認證密碼及其它足以識別身分之工具，應負保管之責。

The depositor shall be responsible for the authorized user code, password, password for application of certificate, device authentication password and other tools for identity authentication provided by the Bank.

存戶輸入前項密碼連續錯誤達規定次數（註 1）或未於登入密碼有效期限（註 2）內登入網路銀行或行動網銀時，貴行電腦即自動停止存戶使用本約定事項之服務。存戶如擬恢復使用，應依約定辦理相關手續。

When the depositor continuously inputs the incorrect password more than the specified number of times (Note 1) or fails to log into the online banking or mobile online banking service within the specified validity period (Note 2), the Bank will automatically terminate the service for the depositor. If the depositor intends to resume the service, he/she shall follow the relevant procedures in accordance with the provisions.

註 1：登入密碼連續錯誤達規定五次、SSL/憑證保護密碼、FXML 憑證申請密碼及裝置認證密碼連續錯誤達規定三次，或 OTP 密碼輸入錯誤或未輸入連續達五次時，或憑證載具密碼連續錯誤達規定十次，電腦即自動停止存戶使用本約定事項之服務。

Note 1: For any of the following, computer system will automatically terminate the service for the depositor: the depositor continuously inputs the incorrect login password for five times; continuously inputs the incorrect SSL/certificate protection password, the FXML certificate application password or the device authentication password for three times; inputs the incorrect OTP password or does not input a password for five consecutive times; continuously input the incorrect password for a certificate carrier for ten times.

註 2：登入密碼有效期限為自申請日起 1 個月，逾期未登入網路銀行/行動網銀，或裝置認證密碼逾 24 小時未進行裝置綁定作業，電腦即自動停止存戶使用本約定事項之服務。

Note 2: The login password is valid for one month from the date of application. If the depositor does not login to the online banking/mobile banking service, or the device authentication password has not been paired with the device for more than 24 hours, the computer system will automatically terminate the service for the depositor.

(十四) 交易核對

Transaction verification

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存戶，存戶應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以電話或雙方約定之方式通知貴行查明。

After processing the transaction, the Bank will notify the depositor by electronic file or with a previously agreed method by both parties. The depositor should verify whether the result is correct, if not, the depositor should notify the Bank to find out by phone or with a previously agreed method by both parties, within forty-five days from the date of completion of the transaction.

貴行應於每月對存戶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）。存戶核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電話或雙方約定之方式通知貴行查明。貴行對於存戶之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查之情形或結果以書面方式覆知存戶。

The Bank shall send the transaction statement of the previous month to the depositor on a monthly basis (no transaction statement will be sent if there is no transaction in the previous month). If the depositor believes that there is an error in the transaction statement, he/she shall notify the Bank by telephone or with a previously agreed upon method by both parties, within 45 days from the date of statement acceptance.

The Bank shall review and investigate the depositor's notice and shall notify the depositor in writing of the investigation status or results within 30 days upon the date of the notice.

(十五) 電子文件錯誤之處理

Handling of errors in electronic file

存戶利用本約定事項之服務，其電子文件如因不可歸責於存戶之事由而發生錯誤時，貴行應協助存戶更正，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存戶。

When using the services of this agreement, if the depositor's electronic document is incorrect due to the fact not attribute to the depositor, the Bank shall assist the depositor to correct the document and provide any necessary assistance. If the aforementioned service error is due to causes attributable to the Bank, the Bank shall immediately correct it and notify the depositor by electronic file or with a previously agreed upon method by both parties.

存戶利用本約定事項之服務，其電子文件因可歸責於存戶之事由而發生錯誤時，倘屬存戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經存戶通知貴行，貴行應即辦理以下事項：

When using the services of this agreement, if the depositor's electronic document is incorrect as attribute to the depositor and if the money is transferred to a wrong account or the transfer amount is incorrect due to the depositor's transfer error such as incorrect input for the financial institution code, deposit account number or transfer amount, the Bank shall conduct the following matters upon notification by the depositor.

1、依據相關法令提供該筆交易之明細及相關資料。

Provide details of the transaction and related information in accordance with relevant laws and regulations.

2、通知轉入行協處理。

Notify the transfer corresponding bank for assistance.

3、回報處理情形。

Report the status of progress.

(十六) 電子文件之合法授權與責任**Legal authorization and responsibility for electronic files**

存戶與貴行應確保所傳送至對方之電子文件均經合法授權。

Both the depositors and the Bank should make sure that the electronic file transmitted to the other party is legally authorized.

存戶與貴行於發現有第三人冒用或盜用授權使用者代號、密碼、憑證、憑證申請密碼、私密金鑰，或其他任何未經合法授權之情形，應立即以電話或書面或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。

For any found fraudulent use of the authorized user's code, password, certificate, password for application of certificate, private key, or any other unauthorized authorization by a third party, the depositor and the Bank shall immediately notify the other party to stop using the service and take response measures as soon as possible by telephone or in writing or with a previously agreed upon method by both parties.

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：

If the use of the service by a third party already took effect before the Bank was notified according to the preceding paragraph, the Bank shall be responsible for the incident. However, this is not limited to any of the following circumstances:

1、貴行能證明存戶有故意或過失。

The Bank can prove that the depositor acted intentionally or was negligent.

2、貴行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟存戶有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。

It has been over 45 days since the Bank notified the depositor about the verification of transaction information or statement with a previously agreed upon method by both parties. However, if the depositor has a special reason (such as long-distance travel, hospitalization, etc.) that cannot be notified, the period is 45 days from the end date of the special reason, but this is not limited to the Bank's intentional action or due to a fact attributable to the Bank.

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。

The forensic expenses from the investigation of fraudulent use in the second paragraph shall be borne by the Bank.

第三項及第四項之約定，企業網銀用戶不適用之。

The provisions in the third and fourth paragraph are not applicable to corporate online banking.

貴行於接受企業網銀用戶第二項通知前，對第三人使用該服務已發生之效力，不負責任。但貴行因故意或重大過失而不知係未經合法授權之電子文件者，不在此限。

If the use of the service by a third party already took effect before the Bank was notified by the corporate online banking user according to the second paragraph, the Bank shall not be responsible for the incident. However, this is not limited to the Bank's intentional action or the Bank has major negligence when using an electronic file that has legally authorized.

企業網銀用戶如因自己之故意或過失致他人知悉使用者代號、密碼並因之獲取存戶於網路銀行中之各種資料，或由於電信線路或第三人之行為導致之遲延、錯誤或損失，貴行不負責任。

If the corporate online banking user's code and password were obtained by others, due to the user's intentional action or is negligent, that resulted in a leak of the online banking information of the depositor or the delay, error or loss caused by the behavior of a third party or the delay of telecommunication line, the Bank shall not be responsible for such incidents.

(十七) 資訊系統安全**Security of information system**

存戶與貴行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、毀損業務記錄或存戶個人資料。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存戶所造成之損害，由貴行負擔。

Both the depositors and the Bank should verify the security of the information systems to prevent illegal

intrusion, acquisition, alteration, and damage of business records or the depositor's personal data. For the dispute that a third party cracking the Bank's information system or taking advantage of the information leak, the Bank have to provide proof of denying the incident. The damage or loss of the depositors caused by a third party invading the information system of the Bank shall be borne by the Bank.

(十八) 保密義務

Obligation of confidentiality

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約定事項服務而取得存戶之資料，不洩漏予第三人，亦不可使用於與本約定事項無關之目的，且於經存戶同意告知第三人時，應使第三人負本條之保密義務。

Except as provided by other laws, the Bank shall ensure that the electronic files containing the information of the depositors, for the implementation of the service in this agreement, shall not be disclosed to a third party, nor may it be used for other purposes that are not relevant to the agreed upon terms. In addition, if the depositor agrees to notify a third party regarding the information, the third party shall be obliged to the confidentiality in this article.

前項第三人如不遵守此保密義務者，視為本人義務之違反。

If the third party mentioned in the preceding paragraph fails to comply with the confidentiality obligation, it will be deemed a violation of obligation by the depositor.

(十九) 損害賠償責任

Liability for damages

存戶與貴行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。

Both the depositor and the Bank agree that any delay, missing or error in the transmission or receipt the electronic files according to the agreed provisions, if it was due to causes attributable to the one of the parties and resulted in a loss to the other party, the attributable party shall be liable for the loss of the other party.

(二十) 誠信經營原則

Ethical corporate management

1、任何一方知悉有人員違反禁止收受佣金、回扣或其他不正當利益之契約條款時，應立即據實將此等人員之身分、提供、承諾、要求或收受之方式、金額或其他不正當利益告知他方，並提供相關證據且配合他方調查。一方如因此而受有損害時，得向他方請求損害賠償，並得自應給付之契約價款中如數扣除。

Any party who discovers a person violating the contractual terms such as receiving commissions, rebates, or other improper benefits shall immediately inform the other party about the person's identity, supply, promise, request or the way of acceptance, amount or other improper benefits, as well as relevant evidence and cooperate with other parties for investigation. If a party suffers loss or damage based on the incident, the party may request compensation from the other party, and may make deductions from the payable payment in the contract.

2、任何一方於商業活動如涉有不誠信行為之情事，他方得隨時無條件終止或解除契約。

Either party may request for unconditional termination or rescission of the contract at any time should there be any incidents regarding dishonesty in business affairs.

(二十一) 紀錄保存

Record retention

存戶與貴行應保存所有交易指示類電子文件之紀錄，並應確保其真實性及完整性。

The depositor and the Bank shall both keep records of all electronic files for transactions and ensure the correctness and completeness of the records.

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

The Bank shall retain the records mentioned in the preceding paragraph through the exercise of the reasonable care of a good administrator. The retention period shall be more than five years, or if a longer retention period is stipulated in other laws, the Bank shall also follow the regulations.

(二十二) 電子文件之效力

The validity of electronic documents

存戶與貴行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。

The depositor and the Bank agree to use electronic documents for information notification. The electronic documents used for communication in accordance with the provisions of the agreement shall have the same effect as the written documents, unless otherwise stipulated in other laws and regulations.

(二十三) 存戶終止約定事項

Termination by the depositor

存戶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。

The depositor may terminate this agreement at any time, but it shall be conducted in person, with a written notice or with a previously agreed upon method by both parties.

(二十四) 銀行終止約定事項

Termination by the Bank

貴行終止本約定事項時，須於終止日三十日前以書面通知存戶。存戶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存戶終止本約定事項：

If the Bank intends to terminate this agreement, the Bank must notify the depositor in writing 30 days prior to the termination date. However, the Bank may notify the depositor to terminate the agreement at any time in writing or with a previously agreed upon method by both parties, if one of the following circumstances is applicable to the depositor:

1、存戶未經貴行同意，擅自將約定事項之權利或義務轉讓第三人者。

The depositor transfers the rights or obligations stipulated in the agreement to a third party without the consent of the Bank.

2、存戶依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。

The depositor is subject to petition for bankruptcy or petition for rehabilitation or liquidation process based on the regulations for consumer's debt clearance.

3、存戶違反本約定事項第十六條至第十八條之規定者。

The depositor violates the provisions stipulated in Articles 16 to 18 of this agreement.

4、存戶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。

The depositor violates other provisions stipulated in the agreement and fails to improve before the deadline upon a notice or reminder.

5、如經貴行研判帳戶有疑似不當使用之情事時，貴行得逕行終止客戶使用網路轉帳。

The Bank suspects the improper use of an account and the Bank terminates the customer's use of online transfer.

6、如屬資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體者。

The depositor is an individual, legal person or groups subject to sanctions under the Terrorism Prevention Act, or a terrorist or terrorist group identified or tracked by foreign governments or international organizations.

7、如有不配合貴行審視、拒絕提供實際受益人或對存戶行使控制權之人等資訊、對交易性質與目的或資金來源不願配合說明之情形。

For circumstances such as unwillingness to coordinate with a routine review of the Bank, refuse to provide actual beneficiaries or information about exercising the control over the depositor, or unwilling to explain the nature and purpose of the transaction and sources of the funds.

(二十五) 外匯業務附加條款

Additional terms and clauses for foreign exchange business

1、存戶辦理結購（售）之限額，悉依中央銀行有關規定辦理。

The depositor's limit for the purchase or sale shall be conducted in accordance with the relevant regulations stipulated by the Central Bank of the Republic of China (Taiwan).

2、申請外匯轉帳業務或涉及外匯結匯申報之業務者，限為依我國法令在我國設立登記之公司或辦理分公司登記之外國公司、行號或團體領有主管機關核准設立統一編號者、領有國民身分證之個人、領有臺灣地區居留證或外僑居留證證載有效期限一年以上之個人。

The applicants apply for transfer of foreign exchange or who are in the business of foreign exchange

settlement and declaration are **limited to the companies registered in Taiwan based on the domestic laws and regulations, a registered branch company of a foreign company**, business vendors or groups with the unified business number issued by competent authority, an individual with an national ID card, or an individual with residence permit in Taiwan or an alien residence certificate with a validity period of more than one year.

- 3、存戶應審慎據實填報匯款性質，如有未據實填報者，依據管理外匯條例第二十條第一項規定，將處以新臺幣三萬元以上，六十萬元以下之罰鍰；且日後辦理新臺幣結匯申報時，應至貴行櫃檯辦理。

For any untruthful remittance report or declaration, the depositor may have to pay a fine of NTD30,000 or up to NTD600,000 in accordance with the provisions of Paragraph 1 of Article 20 of the Foreign Exchange Regulation Act. In addition, the depositor will need to go to the Bank in person to apply for the NTD settlement in the future.

- 4、存戶同意貴行逕依外匯法令之規定，依照存戶所提供之基本資料將水單或交易憑證彙報，存戶悉數承認，絕無異議。

The depositor agrees the Bank to report the bill or the transaction certificate based on the basic information provided by the depositor in accordance with the provisions of the Foreign Exchange Regulation Act, and the depositor shall fully acknowledge it without any objection.

- 5、存戶辦理結匯或匯款，若該交易依主管機關規定必須檢附核准函或交易文件，或該匯款分類未列入貴行選單，或雖已入貴行選單惟經貴行電腦依身分別檢核，排除於網路申報者，或提示核准函或交易文件得免計入累計結匯額度者，存戶同意不利用網路進行交易，改洽貴行櫃檯辦理。

When the depositor conducts settlement or remittance and if the transaction is required to attach approval letter or transaction document by the competent authority, or the remittance category is not in the list of the Bank, or it is in the list of the Bank but identified by the computer system that online declaration is not applicable or prompting that the approval letter or transaction document are not included in the accumulated settlement amount of foreign exchange, the depositor agrees not to use the Internet for the transaction and will have to conduct relevant matters via a bank teller at the Bank.

- 6、有關外匯匯率之折算：

Conversion of foreign exchange rates

- (1)交易匯率：存戶同意於執行各項網路外匯業務交易時，以貴行服務時間中轉帳當時之牌告即期匯率或與貴行約定之匯率為適用匯率。

Exchange rate: The depositor agrees to use the Bank's prevailing spot exchange rate at the time of the transaction or the specified exchange rate of the Bank when conducting the foreign exchange transactions.

- (2)預約臺外幣間轉帳之交易匯率：依轉帳日上午 9:30 貴行牌告即期匯率或貴行指定之匯率為適用匯率。

Reservation on the transaction for the exchange between NTD and foreign currency: the applicable current exchange rate is based on the Bank's prevailing spot exchange rate at 9:30 am on the transfer date or the exchange rate appointed by the Bank.

- (3)如遇外匯市場波動劇烈時，貴行得視需要，暫停臺外幣間及不同幣別網路外匯轉帳交易及其他涉及外匯結匯之業務。

In the event of rapid fluctuation in the foreign exchange market, the Bank may suspend foreign exchange transaction between NTD and other foreign currencies, and other business related to foreign exchange settlement.

- 7、存戶與貴行議定匯率後，如未依約定完成交易或要求取消交易，致貴行受有損失時，貴行得向存戶酌收違約金。

After the exchange rate negotiation and resolution between the depositor and the Bank, if the transaction is not completed according to the agreement or the depositor request to cancel the transaction that results in loss of the Bank, the Bank may charge a breach penalty on the depositor.

- 8、存戶先於本行臨櫃辦理未達等值新臺幣五十萬元之結匯交易，但加計網路銀行交易後累計達等值新臺幣五十萬元者，事後須洽本行補填寫臨櫃交易申報書。

If the depositor conducts foreign exchange settlement of less than NTD500,000 or equivalent at the Bank, but the total accumulative amount reaches NTD500,000 after online banking transaction, the depositor is required to contact the Bank afterwards to fill out the declaration form of the transaction via a bank teller at

the Bank.

9、開發或修改信用狀約定：

Issuance of letter of credit/amendment to the letter of credit:

(1)立約人(即存戶)申請本服務，限為貴行授信戶並同意遵守與貴行辦理開發信用狀額度所簽定之「進口遠期信用狀借款契約」或「企業授信綜合額度契約書」等授信相關約據之規定。

The contractor (*i.e.* the depositor) who applies for the service is limited to the credit account of the Bank and agrees to abide by the relevant regulations such as the “import issuance of a letter of credit loan contract” or “corporate credit consolidated quota contract” for the issuance of a letter of credit by the Bank.

(2)立約人同意貴行依立約人傳送之申請指示辦理開發或修改信用狀，並同意遵守國際商會現行適用之信用狀統一慣例(UCP)、電子信用狀統一慣例(eUCP)、逐筆申請時貴行網頁揭示之「開發及修改信用狀約定條款」及其他相關規定。

The contractor agrees to the conduct issuance of letter of credit or amendment to the letter of credit, and agrees to abide by the Uniform Customs and Practice for Documentary Credits (UCP) and electronic Uniform Customs and Practice for Documentary Credits (eUCP), as well as to apply one by one according to the “Issuance and Amendment of Letter of Credit Agreement” and other relevant regulations disclosed on the website of the Bank.

(3)立約人同意並瞭解辦理網路信用狀開發或修改申請，如其條款不為貴行所接受時，貴行得不經申請人同意退回該申請。

The contractor agrees and acknowledges that if the application for the issuance of letter of credit or amendment to the letter of credit is not accepted by the Bank, the Bank may reject the application without the consent of the applicant.

(4)立約人授權貴行於核准開發或修改信用狀時，自立約人指示之帳戶內扣繳與貴行約定之保證金、相關手續費及郵電費，若貴行發現保證金或相關費用有錯誤時，立約人同意授權貴行逕行更正。

The contractor authorizes the Bank to directly debit the deposit, relevant handling fee, and postage and telecommunications charges from the specified account of the contractor; if the Bank discovers that the deposit or related fees are incorrect, the contractor agrees and authorize the Bank to make the correction.

10、匯入解款約定：

Remittance agreement:

(1)存戶同意辦理網路匯入解款，限為貴行同意且入帳帳號已事先洽本行辦理轉入約定，並經貴行註記得於網路解付之交易。

The depositor agrees to apply for online Inward Remittance Payment, which requires the Bank's consent and the account has been specified as the inward transfer account in advance for the inward remittance payment, and the transaction will be remarked by the Bank for online cash remittance transaction.

(2)存戶同意於貴行網路銀行辦理匯入解款時，應俟貴行收到該筆款項，並依約定收費標準扣除相關費用後，始得解款存入匯款人指示之帳號，如有未獲匯出行補償、錯誤解款或任何糾紛，存戶同意於接獲貴行通知後，立即退還該筆款項。

When the depositor agrees to apply for online Inward Remittance Payment, the Bank shall deduct the relevant fee based on the agreed charging standard upon receiving the payment and then deposit the payment into the account specified by the remitter. If the Bank has not received compensation from the outward remittance unit, or if there is any error in the payment or any dispute, the depositor agrees to return the payment immediately upon receiving the notice from the Bank.

(二十六) 特定金錢信託投資國內外有價證券業務特別條款

Special Provisions for Non-Discretionary Money Trust Investments in Domestic and Foreign Securities

辦理本項業務相關事宜，悉依特定金錢信託投資國內外有價證券信託約定事項、信託資金投資標的經理公司公開說明書、投資人須知、受託人與基金公司有關約定、受託人有關規章、國內外金融慣例等辦理。

The relevant matters regarding this business shall be conducted in accordance with the “Provisions for Non-Discretionary Money Trust Investments in Domestic and Foreign Securities,” the management company’s prospectus of the trust fund investment, investor brochure, the relevant provisions between the trustee and the fund company, the relevant regulations of the trustee and domestic and foreign financial practices.

(二十七) 行動網銀附加條款**Additional terms for mobile online banking**

- 1、存戶申請行動網銀服務，除查詢交易外可申請 SSL 轉帳或 FXML 憑證或 OTP 密碼進行轉帳或設定服務，其中 FXML 憑證須與網路銀行憑證分開獨立申請，該憑證不可匯出，具唯一性。

As for the mobile online banking service, in addition to the transaction inquiry function, the depositor can apply for SSL transfer or FXML certificate or OTP password to transfer or set up the service. The FXML certificate must be applied for individually and separately from the application of online banking certificate. The certificate is unique and cannot be exported.

- 2、本項業務之轉帳等帳務性交易，採用 FXML 憑證，提供電子數位簽章功能，可確保交易資料之不可否認性及完整性，安全性高，機制嚴謹，憑證內容係以身分證字號或統一編號為主。

The certificate transfer of this service uses FXML certificate for offering an electronic digital signature function to ensure the transaction data's non-repudiation and completeness; its security level is high and the mechanism is robust; its certificate content is based on the ID card number or the unified business number.

- 3、本項業務目前提供存戶得使用作業平台為 iOS (iPhone/iPad) 及 Android (GPhone) 之智慧型手機 (或行動設備) 登入使用，嗣後貴行如有調整適用之手機作業平台，存戶不另行簽署約定書，以貴行網站公告為準。

This service currently provides depositors using the smart phones (or mobile devices) with the operating platform of iOS (iPhone/iPad) and Android (GPhone). If the Bank makes changes to the applicable operating platform of mobile phones, which will be based on the announcement of the Bank's website and the depositor is not required to sign another agreement.

(二十八) 約定事項修訂**Amendments to the agreed upon terms**

本約定事項條款如有修改或增刪時，貴行以書面或雙方約定方式通知存戶後，存戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知存戶，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、新舊條款內容，暨告知存戶得於變更事項生效前表示異議，及存戶未於該期間內異議者，視同承認該修改或增刪約款；並告知存戶如有異議，應於前項得異議時間內通知貴行終止契約：

In the event of any additional or deleted terms, or amendment to the contract, the Bank shall notify the depositor in writing or with a previously agreed upon method by both parties. The cardholder is deemed to agree to any announced additional or deleted terms, or amendment to the contract if the cardholder does not have any objections within seven days. For any amendments to the following matters, the Bank shall notify the depositor in writing or with a previously agreed upon method by both parties 60 days prior to the amendment, with clear wording indicates the contents of the changes, the contents of old and new terms, and notify the cardholder that any objections shall be proposed before the change takes effect; if the cardholder fails to propose any object within the time limit, it shall be deemed that the cardholder has acknowledged the announced additional or deleted terms or amendment to the contract; and the cardholder will also be informed that the contract can be terminated for any objections of the cardholder.

- 1、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，貴行或存戶通知他方之方式。

Any found fraudulent use of the user's code, password, certificate, private key, or any other unauthorized authorization by a third party, the method of the depositor or the Bank notify the other party.

- 2、其他經主管機關規定之事項。

Other matters that are prescribed by the competent authority.

(二十九) 轉出帳戶約定**Provisions for the outbound account**

存戶同意於申請書所填列之約定轉出帳戶僅限於原立約單位所開設之各活期性存款帳戶，該等帳戶之原留印鑑樣式即若與本申請書加蓋之代表印鑑有所不同，存戶均予承認並遵守本約定事項所載事項。

The depositor agrees that the designated account for transfer listed in the application is limited only to the demand deposit accounts opened at the original contractual unit. If the specimen of the seal impression is different from the seal stamped in this application, the depositor shall acknowledge and abide by the regulations stipulated in the agreement.

(三十) 標題**Title**

本約定事項各條標題，僅為查閱方便而設，不影響約定事項有關條款之解釋、說明及瞭解。

The titles of articles in this agreement are only for the convenience of reading, and they do not affect the interpretation, explanation and understanding of the relevant terms and clauses stipulated in the agreement.

肆、證券交割委託約定事項**IV. Provisions for Security Transactions and Settlement**

茲因委託人在證券商買賣證券（含信用交易）、委託申購證券等，特委託貴行辦理證券買賣款項、申購處理費用及認購價款等各項款項之劃撥收付。

The Bank was entrusted by the settlors to process the book-entry transfer for the purchase of securities, processing fees, and the subscription price, as a service for the settlors who engaged in security transactions (including credit transactions) or purchased securities in the securities firms.

- 一、委託人同意以貴行開立之存款帳戶，為辦理各項證券相關費用、款項之劃撥收付帳戶。委託人於同一日買賣證券金額相抵後，應繳付證券商之款項，由貴行於該劃撥帳戶內逕行代為撥付；應向證券商收取之款項，由貴行逕行撥存至該劃撥帳戶。委託人參加公開申購之申購處理費用、認購價款等款項，由貴行於規定扣款日逕自委託人約定之劃撥帳戶內交付與證券商，並於規定退款日將款項轉存於委託人約定之劃撥帳戶。

The settlor agrees to use the deposit account for processing the money receivable or payable of various expenses and payments regarding securities. After offsetting the amount of securities purchased on the same day, the amount that the settlor should pay to the securities firm will be deducted from this giro account on behalf of the account holder; the amount collected from the securities firm will be transferred to this giro account by the Bank. The processing fees for the purchase of securities and the amount of the subscription price will be deducted from this giro account and paid to the securities firm on the specified payment date. The amount collected from the securities firm will be transferred to this giro account by the Bank on the specified reimbursement date.

- 二、委託人帳戶因前述扣款不足時，貴行得暫時停止任何提款之要求（包括各項委託代扣款項），委託人絕無異議。

If the amount in the settlor's account is insufficient for the abovementioned payment, the client has no objection that the Bank may temporarily suspend any money withdrawal transactions (including any entrusted withholding payments).

- 三、委託人聲明該存款帳戶為單一證券商款項劃撥帳戶，不得重複作為其他證券商扣款使用。

The settlor declares that the deposit account is a dedicated account for one securities firm only and it cannot be used for other securities firms.

- 四、委託人應收或應付各項款項之金額，以證券商所編製之電腦媒體檔案及交割憑單（或明細表）所記載之金額為準，內容倘有錯誤而導致委託人有所爭議時，願由委託人負責與證券商處理，概與貴行無涉。

The amount of the money receivable or payable to the settlor shall be based on the amount recorded in the computer file and the settlement voucher (or the recorded details) provided by the securities firm. In case of any disputes due to incorrect information, it will be the settlor's responsibility to deal with the securities firm and the Bank shall not be liable for the matter.

- 五、委託人同意除非變更款項劃撥帳戶，於證券帳戶未銷戶前，不得要求結清本帳戶。

The settlor agrees not to close the account before the securities account is closed, unless the settlor provides confirmation of a book-entry transfer account change for the payments.

- 六、委託人同意其他依法令或經主管機關核定之業務，與證券商之間得以劃撥方式收付之款項，均委託貴行依相關規定辦理。

The settlor agrees to entrust the Bank for other receivable or payable payment with the securities firm in accordance with the relevant laws and regulations or the approved businesses by the competent authority.

伍、外匯活／定期／綜合存摺存款特別約定事項**V. Special Provisions for Foreign Exchange Demand/Time/Composite Passbook Deposits**

一、外匯存款共同約定事項

Provisions for foreign exchange deposits

- (一) 存戶執行本帳戶有關交易事項時，倘涉及須向中央銀行申報外匯情事，存戶依相關法令規定，據實申報並填寫於外匯申報書，倘因法令規定限制或因存戶用滿相關外匯額度致不能結匯，由存戶自行負責。貴行有權逕依相關外匯法令規定，據實代存戶結匯申報，存戶應悉數承認。如貴行獲悉存戶已超出其得使用外匯額度或依法不得辦理時，貴行得拒絕受理。

For any transaction in the account that is required to declare foreign exchange to the Central Bank of the Republic of China (Taiwan), the depositor shall declare and fill in the foreign exchange declaration form in compliance with the relevant laws and regulations. If the foreign exchange cannot be settled due to restrictions in the laws and regulations or over the limit of foreign exchange, the depositor shall bear the full responsibility. The depositor hereby acknowledges and agrees that the Bank has the right to settle foreign exchange for the depositor in accordance with the relevant foreign exchange laws and regulations. If the Bank is aware that the depositor has exceeded the foreign exchange quota or the application may not be in compliance with the relevant laws and regulations, the Bank may refuse to accept the application for foreign exchange.

- (二) 外匯存款具有匯率變動及發行國家停止兌換之可能風險，存戶已有認知並願自負其責。

The depositor hereby acknowledges and shall bear the full responsibility of the risks in the floating exchange rate and the issuing country may not continue to offer the exchange services.

- (三) 倘因天災、地變、戰亂等不可抗力情事或外匯管制、原幣別喪失流通效力等其他不可歸責於貴行因素影響，致無法以約定外幣給付存戶時，存戶同意貴行得以其他外幣或新台幣給付。

If the Bank cannot pay the agreed foreign currency to the depositor due to *force majeure* such as natural disasters, earthquakes and wars or factors not attributable to the Bank such as the control of foreign exchange and the loss of circulation of the original currency, the depositor agrees to authorize the Bank to pay with other foreign currency or NTD.

- (四) 匯入款如因貴行電腦系統故障或誤入帳而致帳務不正確時，或發生誤入存戶帳戶內或溢付情事者，授權貴行得隨時、一次或分次於存戶帳戶之存款內扣還並更正帳戶紀錄，如存款已不足扣還，一經貴行通知，存戶應即返還之。

If the amount of remittance is incorrect due to malfunctions of the Bank's computer systems or an accounting mistake, including erroneous depositing to an account or overpaid amount of remittance, the depositor agrees to authorize the Bank to correct the incorrect account record at any time, and deduct the overpaid amount from the account in one or more occasions. If the deposit is insufficient for the deduction of overpaid amount of remittance, the depositor should return the overpaid amount immediately once being notified by the Bank.

- (五) 存戶同意貴行得修訂各項服務相關規定，包含各項交易金額、次數限制、貨幣單位及應付費用、並依本約定書壹、通則之約定辦理。

The depositor agrees that the Bank may amend the relevant regulations of various services, including the amount of transaction, number of transactions, currency unit and the payable fees, and they shall be conducted according to Chapter I. Terms and Conditions of this Agreement.

- (六) 外匯活期存款起息點、計息單位：

The minimum deposit amount of foreign exchange demand deposit for accumulating interest and the interest unit:

- 1、本存款限為本行存款利率掛牌之幣別，外匯活期存款依貴行牌告利率按日計息，英鎊、新加坡幣、港幣、南非幣及泰銖為 365 天計息，其餘幣別則為 360 天。

The deposit is restricted to the Bank's prevailing currencies. The interest of foreign exchange demand deposit shall be accumulated with the prevailing interest rate on a daily basis. The interest of British pound, Singapore dollar, Hong Kong dollar, South African rand and Thai baht shall be calculated as 365 days while the remaining currency is based on 360 days.

- 2、本存戶同意外匯活期存款按每日存款最終餘額(未達起息點、未達計息單位金額不予計息；日圓以仟元、其他幣別以佰元整數為計息單位，整數以下均不計入)乘以貴行牌告利率，再除以 360 或 365 天計算，逢閏年亦同。利息於每年六月二十日、十二月二十日結算一次，並於結算日之次一營業日滾入本金。

The depositor agrees that the foreign exchange demand deposit will be calculated on the basis of the

outstanding balance of each day (interests will not be accumulated if the deposit is less than the minimum deposit amount for accumulating interest, and the amount less than the interest unit will not be calculated; the Japanese yen uses one thousand yens and other currencies use one hundred dollars as the interest unit, and the number less than a whole number will not be calculated) by multiplying the prevailing interest rate of the Bank and then divided by 360 or 365 days (the same calculation applies for leap years). The interest is settled on June 20 and December 20 of each year and it will be rolled into the principal on the next business day of the settlement date.

3、各種存款計息期間為自存款日起算至提款日之前一日止。

The calculation period of interest for various deposits is calculated from the date of deposit until the day before the deposit is withdrawn.

4、各幣別起息點、計息單位金額請參照下表：

Please refer to the following table for the minimum deposit of each currency for accumulating interest and the interest unit:

單位:元

幣別	起息點	計息單位	幣別	起息點	計息單位
USD 美元	200	100	JPY 日圓	20,000	1,000
HKD 港幣	2,000	100	SEK 瑞典克朗	2,000	100
GBP 英鎊	200	100	EUR 歐元	200	100
AUD 澳幣	200	100	NZD 紐西蘭幣	200	100
SGD 新加坡幣	200	100	THB 泰銖	10,000	100
CHF 瑞士法朗	200	100	ZAR 南非幣	3,000	100
CAD 加幣	200	100	CNY 人民幣	1,000	100

Unit: single unit of per currency

Currency	Min. deposit	Interest unit	Currency	Min. deposit	Interest unit
USD	200	100	JPY	20,000	1,000
HKD	2,000	100	SEK	2,000	100
GBP	200	100	EUR	200	100
AUD	200	100	NZD	200	100
SGD	200	100	THB	10,000	100
CHF	200	100	ZAR	3,000	100
CAD	200	100	CNY	1,000	100

5、起息點、計息單位、計息方式如有修改時，公告於網站及各分行營業場所，不另行通知。

The Bank may, from time to time, adjust the minimum deposit amount and the basis required for accumulating interest without notice; such changes are available at branches or on the website of the Bank.

(七)、本存戶知悉辦理人民幣業務，應注意下列事項風險並同意自負其責：

The depositor acknowledges the following risks may be involved when conducting business transactions regarding Renminbi (RMB):

- 1、存戶應注意其原持有人民幣資產或負債可能因兩岸法令之變更，導致必須改以其他貨幣作為收、付之工具。

The depositors should be aware that their RMB-denominated assets or debts may need to be settled in other currency due to the changes in cross-strait laws and regulations.

- 2、存戶應充分瞭解人民幣進出大陸地區時將受到當地法令限制。

The depositors should understand that inward and outward remittances of RMB from or into mainland China will be subject to the restrictions of local laws and regulations.

- 3、存戶應充分瞭解人民幣因受匯率波動影響，可能衍生交易風險及評價損失。

The depositors should fully understand that RMB may be affected by fluctuations of the exchange rates, which may result in the transaction risks and valuation losses.

- 4、存戶應注意人民幣業務因涉及流動性、信用、匯率、法律及政治等風險，進行相關交易可能產生損失

及費用。

The depositors should be aware of the risk associated with RMB-related transactions (e.g., liquidity, credit, exchange rate, laws and political risks) and the potential loss and expenses that may arise therefrom.

- 5、存戶辦理人民幣跨境貿易交易，經中央銀行發現有交易不實或虛偽情事，情節重大之客戶，中央銀行得要求貴行拒絕受理其人民幣跨境貿易相關交易，並依相關罰則處罰。

Where there is any severe manipulation or misstatements in the RMB cross-border trading discovered by the Central Bank of the Republic of China (Taiwan), the Bank may cease providing relative service at any time. The Depositor may face disciplinary action in case of non-compliance with the relevant laws and regulations.

- 6、客戶應充分瞭解貴行所提供之人民幣服務及產品，均須受貴行與清(結)算銀行或代理人(不論其是否位於中華民國)間訂立之相關結算及交割契約所拘束，並受相關主管機關、政府機關、清(結)算銀行或其代理人或保管機構所頒布或實施之任何法律、規則、規章、政策、公告和作業規則之拘束。倘臺灣地區、大陸地區、香港地區當地金融監管機關或清(結)算行等相關單位，要求貴行提供跨境貿易之相關交易證明文件或資料時，貴行得逕予提供。

The depositors are reminded that the RMB services and products provided by the Bank are subject to the relevant clearing and settlement contracts between the Bank and the clearing bank, settlement bank, or agent (regardless of whether or not any such clearing bank, settlement bank, or agent is located in the R.O.C) and are subject to any laws, regulations, rules, policies, circulars and operating rules enacted by the relevant competent authorities, government agencies, clearing bank, settlement bank or its agents or custodians. The depositors understand and agree that if relevant parties, such as the financial supervisory authorities in Taiwan, mainland China, or Hong Kong, the clearing bank, or the settlement bank, request the Bank to provide transaction documents or remittance information related to cross-border trading, the Bank may provide such documents and information to the relevant parties.

二、外匯活期存款約定條款：

Provisions for foreign currency demand deposit

- (一) 開戶時應檢具開戶文件，並填具存入憑條、印鑑卡，連同款項由本存戶一併交與 貴行辦妥手續後，由貴行於存摺內蓋橢圓形行處章加有權人員私章及日期後交本存戶收執。

When opening a foreign currency demand deposit account, the applicant shall check the documents for account opening and fill in the deposit slip and signature card. The applicant shall also hand over the deposit to the Bank for processing. The Bank will stamp its oval-shaped bank seal and the representative will also put his stamp on the authorized signature area of the passbook, before the passbook is handed over to the applicant.

- (二) 初次存入金額至少壹佰美元或等值外幣，除另有約定外，嗣後再存入時，仍應將款項連同存摺一併交與貴行點收辦理。

The initial deposit amount of the account shall be at least USD 100 or equivalent amount of foreign currency. The depositors shall conduct the deposit transaction with their passbook, unless otherwise stipulated.

- (三) 本存戶提領款項時，除另有約定外，應持本存摺並填具取款條，經簽蓋原留印鑑後憑以辦理。取款條金額欄請以正楷大寫填妥幣別及金額，如有誤寫，應重新填寫。

When the depositors withdraw money from their accounts, unless otherwise stipulated, they shall bring their passbooks and fill in the withdrawal slip with the original stamp or signature matching the specimen kept in the Bank's file. Please fill in the withdrawal currency and amount in financial characters in the withdrawal slip. Please re-fill in the withdrawal slip if there is any writing mistakes.

- (四) 本存款存摺每頁均有號碼，存戶不得任意撕去，或自行填寫。

The deposit passbook has a page number on each of the pages. The depositors shall not tear the page off or write the page number by themselves.

- (五) 本存款(摺)不得轉讓、買賣及作質押之用，惟得設定質權予貴行。

The deposit or passbook shall not be transferred, traded or pledged, unless otherwise pledged to the Bank as collateral.

三、外匯綜合存款約定條款

Provisions for foreign currency composite deposit

- (一) 本存款項下分設外匯活期存款、外匯定期存款及定存質借放款（以下簡稱活存、定存及借款），存戶應憑存摺、本帳戶約定簽章、存款憑條、取款憑條，辦理存、取款及借款。
The deposit account includes foreign currency demand deposit, foreign currency time deposit, and time deposit pledge. The depositor is permitted to deposit, withdraw, and loan money from the Bank only by the passbook, appointed signature or seal, and a written deposit or withdrawal slip.
- (二) 本存款幣別限貴行存款利率掛牌之外幣，存款之開戶金額為等值美金壹佰元，計息單位各幣別為佰元，日幣為仟元。活存依貴行牌告利率採浮動計息，定存依貴行牌告利率採固定計息。
The deposit is restricted to the Bank's prevailing currencies. The initial deposit amount of the account shall be at least USD 100 or equivalent amount of foreign currency. **The Japanese yen uses one thousand yens and other currencies use one hundred dollars as the interest unit.** The interest of demand deposit shall be calculated with the prevailing interest rate on a floating basis and the interest of time deposit shall be calculated with the prevailing fixed interest rate.
- (三) 本存款項下之定存依照下列方式擇一轉存：
The time deposits under this deposit account can be automatically transferred with one of the following methods:
- 1、本帳戶不辦理自動轉存，由存戶逐筆通知貴行轉存定存。
This account will not be automatically transferred, and thus the depositor shall notify the Bank for each of the time deposit transaction.
 - 2、本存款項下之活存餘額達各幣別約定酌留額以上時，其超過部份授權貴行以下列方式轉存定存，惟不得低於本行最低酌留額。
The Bank is authorized to transfer the amount exceeds the specified retained amount of each currencies from demand deposit into time deposit without prior notice. However, the minimum specified retained amount shall not be lower than the minimum retained amount of the Bank.
- 轉存期別：一星期、一個月、三個月、六個月、九個月、十二個月，擇一。
Automatic transfer period: Choose one of the following: one week, one month, three months, six months, nine months, and twelve months.
 - 轉存方式：定額轉存、倍數轉存擇一
Automatic transfer type: Choose one of the following: fixed amount transfer and multiple times transfer.
- 註：最低酌留額及轉存金額請參照下表 單位：元

幣別	最低金額		
	酌留額	自動轉存	逐筆轉存
美元 (USD)	100	3,000	1,000
港幣 (HKD)	800	23,500	7,900
英鎊 (GBP)	60	1,600	600
澳幣 (AUD)	150	3,900	1,300
新加坡幣 (SGD)	150	5,000	1,600
瑞士法郎 (CHF)	150	3,600	1,200
加幣 (CAD)	150	3,800	1,300
日圓 (JPY)	10,500	320,000	106,000
瑞典克朗 (SEK)	700	22,500	7,500
歐元 (EUR)	80	2,300	800
紐西蘭幣 (NZD)	150	4,200	1,400
泰銖 (THB)	4,000	120,000	40,000
南非幣 (ZAR)	700	20,000	7,000

人民幣 (CNY)	700	20,000	7,000
-----------	-----	--------	-------

Note: Minimum retained amount and automatic transfer amount Unit: single unit of per currency

Currency	Minimum Amount		
	Retained Amount	Automatic Transfer Amount	Transfer as Instructed
USD	100	3,000	1,000
HKD	800	23,500	7,900
GBP	60	1,600	600
AUD	150	3,900	1,300
SGD	150	5,000	1,600
CHF	150	3,600	1,200
CAD	150	3,800	1,300
JPY	10,500	320,000	106,000
SEK	700	22,500	7,500
EUR	80	2,300	800
NZD	150	4,200	1,400
THB	4,000	120,000	40,000
ZAR	700	20,000	7,000
CNY	700	20,000	7,000

上述授權貴行之轉存，並於存款到期日依原幣別、期別辦理自動轉期，自動轉期方式如下：
The aforementioned “automatic transfer” authorized by the depositor will be automatically renewed on the maturity date. The currency and the term of the deposit for the renewal period shall be the same as that for the original deposit. The types of automatic transfer are as follows.

(a) 本金自動轉存，轉期次數不限，其利息轉入本存款項下之活存。

Automatic principal renewal: Unlimited times for renewal. When the deposit is renewed, the interest will be transferred to the deposit account.

(b) 本息自動轉存，轉期次數不限。

其後如不作續存，存戶應通知貴行將該筆定存轉存入本存款項下之活存帳戶中。

Automatic principal and interest renewal: Unlimited times for renewal. If the depositor wants to terminate the automatic renewal, the depositor shall notify the Bank to transfer the time deposit into the demand deposit under this deposit account.

(四) 本帳戶有關質借事項依下列方式擇一辦理：

The relevant matters regarding pledge under this account shall be conducted in one of the following ways:

1、不辦理質借。本帳戶所有支出交易均以外匯活期存款餘額為限，貴行不得就其外匯定期存款額度內墊付。

De-activate the pledge function. All withdrawals and/or payments are limited to the Bank balance of foreign currency demand deposit. The foreign currency time deposit cannot be advanced under this deposit account.

2、本存款項下之定存需辦理質借。本存款項下之活存，如餘額不足支付本存戶取款金額時，由貴行自動就該各幣別存款項下之定存總額九成額度內墊付(限同幣別)，墊付金額即為本存戶向貴行之借款，不另立借據。該定存悉數設定質權予貴行，以擔保本存戶在本存款項下之全部借款。

Activate time deposit pledge function under the deposit. If the Bank balance is insufficient for the withdrawal and/or payments under the deposit, the Bank may advance the insufficient sums within the

coverage of pledge guarantee, a maximum amount of 90% principal in the same currency. These advances are deemed the depositor's debit which is owed to the Bank even though a loan contract is not issued. The principal and interest of the time deposit are fully pledged to the Bank as collaterals.

- (五) 前條借款本息之抵償：由貴行就本存戶日後存入本存款項下之活存或定存經中途解約或到期解約之款項自動抵償，如定存約定自動轉存者，由貴行於轉存日逕行解約抵償本息，無需貴行另行通知。

Re-payment to principal and interest of the preceding loan hereof: Deposit under this deposit account will be made as re-payment to the loan automatically without prior notice at maturity date of time deposit, at termination date of time deposit, or at the automatic renewal date.

前條借款期限：不得超過借款當時本存款項下該幣別定期存款之最後到期日。

Period of the preceding loan hereof: The expiry date of such loan may not be later than the maturity date of the time deposit with the relevant currency.

前項借款利率：按本存款項下該幣別定存利率加年率 1.5% 計息，採用當日最終餘額法計算之，於每月月底結息，由貴行逕入活存帳之借方，如尚未動用之借款額度不足墊付利息時，不足部份本存戶應於結息日存入補足。

Loan interest rate of the loan mentioned in the preceding paragraph: The accrual loan interest rate shall be calculated in accordance with the interest rate of time deposit with relevant currency plus 1.5 % annual rate. The loan interest payment shall be calculated on the basis of outstanding balance of each day. The interest is settled at the end of each month. The Bank may debit the account for interest payable without prior notice to the depositor. If the unused loan facility amount is insufficient for repayment amount, the depositor should repay the full amount no later than the monthly accrual interest date.

- (六) 本存款項下之定存不另開立存單，僅記載於存摺封底頁。該定存不得設定質權或轉讓予第三人，於存入時同時設定質權予貴行。其中有關定存中途解約利息計算方式，則依貴行外匯定期存款相關規定辦理。

The time deposit under this deposit account will not issue any certificate of time deposit and will only record the time deposit on the back of the passbook. The time deposit established with the Bank may not be assigned, transferred or pledged to any third party, but the deposit shall be pledged to the Bank. The interest calculation of early withdrawal will be subject to the relevant terms and conditions of foreign currency time deposit of the Bank.

- (七) 本存款項下各種存款之利息，除本約定條款第（三）條第 2 點（b）者外，由貴行自動轉帳存入活存內。如有多筆同一幣別定存且利率不一時，則按該同幣別定存利率依序由低至高分別加計，並就各筆該同幣別定存得質借限額分段計算借款利息。

The interest of deposit under this deposit account, excluding Point 2 (b) of Article 3 in this Agreement, shall be credited to the demand deposit. If the time deposit with the same currency consists of different interest rates, the time deposits will be chosen as collateral according to the interest rates thereof in ascending order and the loan interest will be calculated respectively for each of the deposits with the same currency.

- (八) 貴行對本存戶墊付之金額如超過本約定條款第（四）條第 2 點所載之最高限額時，如經貴行通知後一個月內，本存戶仍未以現金清償超過之部份，貴行得將本存款項下之定存中途解約並抵償之。

If the Bank's advance exceeds the maximum amount stipulated in Point 2 of Article 4 in this Agreement, the depositor shall repay the excess amount in cash thereof within one month after the receipt of Bank notice. Should the depositor fail to do so, the Bank may, at any time, debit the time deposit under this account for repayment without prior notice.

- (九) 外匯綜合定期存款約定事項

Provisions for foreign currency composite time deposit

- 1、本存款得依種類特性，約定到期一次提領本息或按月支付利息到期提領本金，利息按固定利率以單利支付之，本存款之最低起存額依各幣別最低逐筆轉存金額規定。計息方式：足月部分按月計息(本金乘年利率乘月數，再除以 12 即得利息額)；遇有不足一月之畸零天數部分，則按日計息(本金乘年利率乘天數，再除以 360 或 365 天(註))。

The deposit may be specified to withdraw the principal and interest in a lump sum, or pay the interest on a monthly basis and withdraw the principal on the maturity date, depending on the characteristics of the deposit. The interest is accumulated at a fixed simple interest rate. The minimum deposit amount for

accumulating interest of this deposit is based on the regulations of **minimum amount for each of the deposit transactions in various currencies**. The interest calculation: the interest can be calculated by multiplying the principal by the monthly interest rate (dividing the annual interest rate by 12) and the number of full deposited month; the rest of the days will be calculated on a daily basis, which is done by multiplying the principal by the number of days and the daily interest (dividing the annual interest rate by 360 or 365 days (Note)).

註：英鎊/港幣/新加坡幣/南非幣/泰銖等幣別為 365 天，餘為 360 天。

Note: The interest of British pound, Hong Kong dollar, Singapore dollar, South African Rand and Thai baht shall be calculated as 365 days while the others are based on 360 days.

- 2、本綜合定期存款於到期日中途中途解約，應依規定於七日以前通知貴行；如未於七日前通知貴行，經貴行同意後亦得辦理。**中途解約時，該筆綜合定期存款轉入綜合活期存款，依綜合定期存款訂約日(轉存或續存時，則為轉存日或續存日)貴行當時同幣別牌告利率，按實際存款期間(包含不足月及零星日數)依下列規定計息：**

For the composite time deposit, no early withdrawal is allowed unless the depositor serves notice on the Bank at least seven days prior to the maturity date thereof. If not, the Bank's consent is needed for an early withdrawal. **For an early withdrawal, the composite time deposit will be transferred into the deposit demand deposit, and the interest is calculated with the prevailing interest rate of the same currency according to the composite time deposit contract date (or the transfer date or renewal date for transfer or renewal) and the actual deposit period (including the number of days that are less than a month) based on the following regulations:**

- (1)、未滿一個月，不予計息。

No interest is accumulated for depositing less than one month.

- (2)、存滿一個月，未滿三個月，依貴行一個月牌告利率八折計息。

Depositing for more than one month but less than three months, the interest will be calculated with 80% of the Bank's prevailing interest rate for one month.

- (3)、存滿三個月，未滿六個月，依貴行三個月牌告利率八折計息。

Depositing for more than three months but less than six months, the interest will be calculated with 80% of the Bank's prevailing interest rate for three months.

- (4)、存滿六個月，未滿九個月，依貴行六個月牌告利率八折計息。

Depositing for more than six months but less than nine months, the interest will be calculated with 80% of the Bank's prevailing interest rate for six months.

- (5)、存滿九個月，未滿一年，依貴行九個月牌告利率八折計息。

Depositing for more than nine months but less than one year, the interest will be calculated with 80% of the Bank's prevailing interest rate for nine months.

中途解約時，若存戶依原定存利率按月領取之利息已超過貴行應付之利息時，貴行有權就該溢付之利息數額，自應返還予存戶之存款本金中逕行扣回。

For an early withdrawal, in case the interest payable resulting from the early withdrawal of time deposit is more than the interest paid by the Bank, the Bank retains the right to debit the depositor's account or the principal of the deposit for the difference.

- 3、綜合定期存款到期且未申請自動轉存時，除存戶另有約定外，同意於到期日由貴行自動將該筆綜合定期存款轉入綜合活期存款帳戶，綜合定期存款自動轉期次數不限。

If the deposit does not apply for automatic transfer for composite time deposit, the depositor shall agree that the amount of composite time deposit, at the maturity date, will be transferred to this composite demand deposit account, unless otherwise stipulated. There is no limit on the number of times for automatic transfers of the composite time deposit.

- 4、指定到期日之綜合定期存款不得辦理自動轉期。

The automatic transfer is not permitted for composite time deposit with a specified maturity date.

四、外匯存摺存款聯行代理付款服務約定事項

Provisions for interbank payment service of foreign currency passbook deposit

- (一) 本存戶申請聯行代理付款服務後，貴行各營業單位得受理本帳戶提款（聯行代理付款）服務，惟主管機關或貴行另有規定者從其規定。

After the depositor applies for the interbank payment service of the Bank, the business units of the Bank may accept the withdrawal (interbank payment) service of the account, unless other stipulated by the competent authority or the Bank.

(二) 本存戶同意每次在貴行各外匯指定單位提款時，應憑存摺、簽蓋存款約定簽章之取款憑條及提款密碼辦理，否則貴行得拒絕付款，但委託貴行扣繳借款本息或依其他約定方式撥轉支付者，不在此限。The depositor agrees that money withdrawals at the business branches of the Bank is permitted only by the presentation of the passbook, withdrawal slip with signature or stamp, the passbook password for withdrawals; otherwise, the Bank may refuse the money withdrawal. However, this limit is not applicable to the withholding payment for the principal and interest of loans, or transferred payment based on previously agreed methods.

(三) 貴行電腦連線作業系統故障時，本存戶之提款應向原開戶單位辦理，在該期間內如向貴行申請掛失補發存摺，貴行得暫停補發新存摺。

During the time of the Bank's computer operating system malfunction, the depositor shall withdraw money at the original branch of the account. During this period, if the depositor applies for the issuance of a new passbook due to lost passbook, the Bank may suspend the issuance process of a new passbook.

(四) 本存戶申請停用存摺提款密碼後，限在原開戶單位辦理提款。

After applying for the cancellation of the passbook password for withdrawal, the depositor can only withdraw money at the original branch of the account.

(五) 本存戶之存摺(印鑑)掛失止付、印鑑更換、存摺提款密碼變更及停用等，得向貴行各外匯指定單位申請並依有關規定辦理。

The depositor may apply to the designated foreign exchange units of the Bank for loss of passbook or seal, change of seal and change and de-activation of passbook password for withdrawals and de-activation.

陸、特定金錢信託投資國內外有價證券信託約定事項

VI. Provisions for Non-Discretionary Money Trust Investments in Domestic and Foreign Securities

委託人兼受益人(以下簡稱委託人)以特定用途信託之方式，委託合作金庫商業銀行(以下簡稱受託人)以受託人名義投資運用信託資金，雙方瞭解並同意遵守以下各約定條款：

The Settlor and the beneficiary (hereinafter referred to as the Settlor) hereby authorize Taiwan Cooperative Bank (hereinafter referred to as the Trustee) to invest in and utilize non-discretionary money trust funds in the Trustee's name as directed by the Settlor. Both Parties hereby understand and agree to comply with the terms and relevant provisions as below:

一、信託投資標的

Trust investment objects

本信託投資標的係指由委託人自行衡酌判斷且經受託人同意後投資於主管機關核准之國內外有價證券。又本信託資金投資國內外有價證券之信託資金幣別得為新台幣(新台幣信託)或外國貨幣(外幣信託)。

The trust investment object refers to the domestic and foreign securities approved by the competent authority that are subject to the self-judgment of the Settlor and consent of the Trustee. **In addition, the trust investments in the domestic and foreign securities may be in NTD (NTD trust) or foreign currency (foreign currency trust).**

二、信託期間

The period of existence of trust

信託期間自訂約日起或委託人辦理全部賣出或贖回申請後五年以上未有任何交易時，受託人得終止契約。信託期間，委託人或受託人任一方均得以書面向他方為終止信託之意思表示。

The term of the trust is from the date of contract or the Trustee may terminate the contract providing that there was no transaction for more than five years from the date when the Settlor sold or redeemed all of the funds. During the term of the trust, either the Settlor or the Trustee can notify the intention of trust termination in writing to the other party.

三、信託資金及費用之收付

Collection and payment of trust funds and fees

(一)委託人依本契約書所交付之信託資金及相關費用，以受託人所指定或同意之幣別為之；信託本金及收益

之返還，新台幣信託以新台幣為之，外幣信託則依返還時信託標的之計價幣別為之；但法令另有規定者，不在此限。

The trust funds and related fees delivered by the Settlor in accordance with this Agreement shall be in the currency specified or agreed by the Trustee; the returned trust principal and profit shall be in NTD for the NTD trust, and the returned trust principal and profit shall be based on the denominated currency for the foreign currency trust; unless otherwise stipulated by the laws and regulations.

- (二) 委託人依本契約書所交付之信託資金最低金額，悉依受託人相關規定辦理。

The minimum amount of trust funds delivered by the Settlor in accordance with this Agreement shall be conducted following the relevant provisions stipulated by the Trustee.

- (三) 受託人同意收付之幣別或法令所規定收付之幣別與投資標的所規定之幣別不同時，其不同幣別間之匯兌交易，委託人同意授權由受託人全權處理，並同意得與受託人銀行業務部門處從事幣別兌換交易行為。If the currency that the Trustee agrees to accept or the currency specified in the laws and regulations is different from the currency specified in the investment object, the Settlor agrees to authorize the Trustee to conduct the currency exchange transaction between the different currencies at the Trustee's banking units.

- (四) 委託人以定期定額/定期不定額信託投資者：

The Settlor's dollar-cost averaging/value averaging trust investment:

- 1、定期定額：以授權扣帳方式，於**指定委託扣款日**自存款帳戶內扣取固定金額投資於委託人指定之基金商品。

Dollar-cost averaging: Through the pre-authorized direct debit method, a fixed amount will be deducted from the deposit account on the **specified debit date** and created in the fund specified by the Settlor.

定期不定額：以授權扣帳方式，於**指定委託扣款日**自存款帳戶內扣取不固定金額投資於指定之基金商品，其每次投資金額將隨著委託人選定之評價公式所計算之評價結果，並依評價結果對應委託人原預設加減碼金額扣款。

Value averaging: Through the pre-authorized direct debit method, an unfixed amount will be deducted from the deposit account on the specified debit date and created in the specified fund. The deduction amount will be calculated according to the evaluation formula chosen by the Settlor, and the deduction will be conducted based on the pre-set increased or decreased deduction amount by the Settlor.

- 2、應以書面或其他經雙方事先約定之方式，並經受託人同意後申請辦理。定期定額/定期不定額信託投資並應指定於受託人處所開立之委託人本人存款帳戶為扣款帳戶。

The application shall be conducted in writing or other way agreed by both parties in advance and the Trustee's consent is needed. In addition, the dollar-cost averaging/value averaging trust investment shall specify a Settlor's deposit account opened at the Trustee's business premises as the debit account for the trust investment.

- 3、同一交易編號於例假日逢一次以上之扣款日，則順延至次營業日扣款，受託人將依該交易編號應扣款金額逐筆扣款（如：委託人指定某筆基金每月 15、16、17 日扣款 3,000 元，現 2/15、2/16、2/17 分別為星期六、日、一，則受託人將於 2/17 逐筆扣款 3 次 3,000 元）。

If one or more direct debits under the same transaction number shall be deducted during a holiday, the deduction will be deferred to the next business day and the Trustee will deducted the transaction amount one by one according to the transaction number (for example: the Settlor specifies a fund deduction of NTD 3,000 on the 15th, 16th and 17th of each month. If 2/15, 2/16, and 2/17 are Saturday, Sunday and Monday, respectively, then the Trustee will deduct NTD 3,000 one by one for 3 times, respectively, on 2/17).

- 4、同一交易編號指定之扣款日，若當月無該扣款日，受託人將以當月最後日曆日為扣款日，若該日適逢例假日則遞延至次營業日。（如：委託人指定 31 日為扣款日，現 4 月日曆日無 31 日，扣款日將為 4 月 30 日；如 4 月 30 日為假日時，將自動順延至次營業日。）

If the designated deduction date under the same transaction number is invalid, the Trustee will take the last day of the month as the deduction day. If the day is a holiday, the deduction will be deferred to the following business day. (for example: the Settlor specifies a fund deduction on the 31st of each month. There is no 31st on the April calendar day, and the deduction day will be April 30; if April 30 is a holiday, it will be deferred to the following business day.)

- 5、除投資標的或基金經理公司另有規定外，委託人信託投資標的之單位數均以扣款當日之淨值計

算，遇例假日順延至次營業日扣款之情形亦同。

The number of investment unit of the Settlor's investment object is calculated based on the net value of the direct debit date or deferred to the next business day on holidays, unless otherwise stipulated by the fund management companies regarding the investment object.

- 6、委託人應於指定委託扣款日之前一日，於指定扣款帳戶內留存足額信託款項(含依定期不定額條件增減額後之信託資金及申購手續費)，並授權受託人於指定委託扣款日(遇例假日順延)自動扣繳信託款項，不須另行開具取款憑條；若未依約留存足額信託款項致扣款失敗，以扣款失敗筆數分次計算(含例假日順延之失敗扣款)，並視為該日不委託投資；連續扣款失敗六次，視同委託人終止於指定委託扣款日繼續扣款投資指定投資標的之委託。

The Settlor shall retain a sufficient amount of money for the trust (including the funds for the increased or decreased deduction amount of value averaging trust investment and the subscription fees) one day prior to the specified direct debit date, and authorize the Trustee to automatically deduct the amount of trust on the specified direct debit date (it will be deferred if it is on a holiday) without issuing a withdrawal slip; if the direct debit failed due to insufficient retained amount for the trust fund in the account, the number of failed direct debit will be counted separately (including the deferred amount deduction due to holidays), and it is deemed that there is no trust investment on the day; if the direct debit continuously fails for six times, the Settlor' entrustment of direct debit for the specified investment object on the specified deduction date will be terminated.

- 7、倘因委託人同時有二筆以上之信託投資扣款或有其他委託代扣繳款項時，受託人得指定扣款之先後順序，如扣款帳戶餘額不足時，委託人同意受託人得不予扣款，並視為扣款失敗。

If the Settlor has two or more direct debits of trust investment or other entrusted direct debit payments, the Trustee may appoint the order of direct debit payments. If the outstanding balance of the account is insufficient, the Settlor agrees and authorizes the Trustee not to make the payment deduction and the deduction will be deemed as a failure.

- 8、委託人於信託期間內，得以書面或其他經雙方事先約定之方式，辦理暫停(恢復)扣款投資，變更委託扣款日期、信託金額、扣款帳戶等投資設定異動事項。

During the term of the trust, the Settlor may apply to suspend (continue) the direct debit, change the direct debit date, trust amount, and the debit account for the investment in writing or other way agreed by both parties in advance.

- 9、委託人申請辦理定期定額/定期不定額信託投資或投資設定異動事項時，最遲應於指定委託扣款日之前一營業日申請並經受託人受理完成後，當次扣款或異動始生效力。

When the Settlor applies for dollar-cost averaging/value averaging trust investment or changes in the investment setting, the application process shall be conducted and accepted by the Trustee at least one business day prior to the direct debit date, and the application will take effect for the current direct debit transaction.

- 10、因電腦系統故障或其他不可抗力事由致未能進行扣款作業時，委託人同意將順延至障礙事由排除後進行扣款。

If the direct debit transaction cannot be conducted due to malfunctions of the computer system or other force majeure factors, the Settlor agrees to postpone the direct debit transaction until the causes are removed.

四、運用之指示

Directions for utilization of trust funds

- (一)委託人就信託資金為運用、變更及異動等指示時，應依受託人規定填寫相關申請文件，或以其他經雙方事先約定之方式辦理。

The Settlor shall fill in the relevant application documents in writing or use other ways agreed to by both parties in advance, in accordance with the regulations stipulated by the Trustee such as the directions for utilization, alteration, modification of trust funds.

- (二)受託人係以委託人留存於本行之任一存款印鑑作為供受託人接受委託人以書面為申購指示時核對印鑑之認證依據；委託人以書面為贖回、轉換或異動等之指示時，受託人係以委託人指示該筆交易編號之現金收益存入帳號存款印鑑為核對印鑑之認證依據，委託人可至受託人之任一分行指示前開事項。

The Trustee will use the Settlor's specified seal of a deposit account in the Bank to verify the Settlor's application in writing; when the Settlor applies in writing for redemption, conversion or modification, the Trustee will use the Settlor's specified seal of the deposit account for the cash profit deposit to conduct the seal verification. The Settlor may visit any of the Trustee's branches to conduct the aforementioned transactions.

五、信託資金管理、運用

Management and utilization of trust funds

- (一)委託人就信託資金之管理及運用，除另有約定外，包括申請結匯、買賣外幣、時間、期間、買賣、交割之執行，參與投資標的本身有關之各權利、義務之行使及其他相關事項等，同意授權受託人全權處理，委託人不另行指示或干預。

For management and utilization of the Settlor's trust funds, including application for settlement of foreign exchange, trading of foreign currency, time, term, trade, execution of settlement, the rights and obligations of the investment object and other relevant matters, etc., the Settlor agrees to fully authorize the Trustee to handle these matters and the Settlor will not intervene the Trustee or give any instructions, unless otherwise stipulated.

- (二)委託人與受託人應共同遵守投資標的本身相關規定及適用之法令。該投資標的為共同基金時，基金經理公司所訂相關規定，包括申購、贖回、轉換等之價格、時間、方式、淨值計算、收益分配、費用負擔及其他基金營運上有關事項，雙方亦應遵守。

The Settlor and the Trustee shall both follow the relevant regulations regarding the investment object and the applicable laws and regulations. If the investment object is a mutual fund, both parties shall also comply with the investment regulations stipulated by the fund management companies, including the price, time, method, calculation of the net value, distribution of proceeds and cost allocation of subscription, redemption and conversion and other matters regarding the fund operations.

- (三)受託人得於合理期間內，單獨運用或彙集相同投資標的之信託資金共同運用。

The Trustee may independently or jointly use the trust funds with the same investment object within a reasonable period of time.

- (四)受託人於接獲投資標的有關增(減)資、清算、變更(包括名稱、計價幣別、計算方式、投資數額等)、合併、解散、暫停交易、暫停交割、營運困難或其他不得已事由等通知時，或投資標的因法令限制或其發行機構之規定(包括投資對象限制、未達法定最低募集規模而被撤銷、已達法定最高募集規模、短線交易等因素拒絕受理申購或其他法定禁止投資事由)，致受託人不能依委託人指示投資時，委託人同意配合辦理相關事務或終止該項投資，且承受其所生之一切損益、稅捐、費用、或負擔之債務。

Where the Trustee receives notifications of capital increase or decrease, liquidation, modification (including change of name, denominated currency, valuation method, investment amount etc.), merger, dissolution, suspension of trading or settlement, difficulty in operation, or other compelling factor concerning the investment object, or is prevented by legal restrictions or requirements of the issuer (including restrictions on the investors, where the revocation due to the failure to reach the legally required minimum offering amount, where the legally required maximum offering amount is reached, subscription refusal due to short-term trading, or other legally required factor warranting a ban on investment) from utilizing the investment object as instructed by the Settlor, the Settlor agrees to handle the relevant matters or terminate the investment and to bear all gains and losses, taxes, costs or obligations arising therefrom.

- (五)投資標的為國內、境外共同基金者，委託人同意遵守其公開說明書及相關投資規定定義之短線交易(或其他類似名稱)限制，並接受如基金管理公司認定委託人涉及相關限制，而收取額外之費用，或限制、拒絕或取消申購、轉換或贖回之權利(包括受託人已接受申購、轉換或贖回之交易)。委託人並同意，於涉及違反共同基金所定之短線交易規範時，受託人得依金管會所規定之格式，提供委託人之相關資料予該基金管理公司或其指定之代理機構。

Regarding to the investment objects of domestic and foreign mutual funds, the Settlor agrees to comply with the restrictions of the prospectus or investment laws and regulations on the short-term trading (or other similar name), and accepts the extra fees for the Settlor's involvement in relevant restrictions determined by fund management company, or to limit, refuse or cancel the subscription, conversion or redemption right (including the subscription, conversion or redemption transaction already accepted by the Trustee). The Settlor also agrees that in the event of violation of the short-term trading

regulations of the mutual funds, the Trustee may provide the relevant information of the Settlor to the fund management company or its appointed institution in the form specified by the Financial Supervisory Commission.

(六)、委託人同意受託人得運用信託資金於下列範圍：

The Settlor agrees to authorize the Trustee to utilize the trust funds in the following areas:

- 1、受託人銀行業務部門經紀之有價證券或票券。
The securities or bills of the Trustee's banking business department.
- 2、存放於受託人銀行業務部門或其利害關係人處作為存款。
As a deposit in the banking business department of the Trustee or its interested parties.
- 3、與受託人或其利害關係人為信託業法第二十五條第一項以外之其他交易。
The transactions conducted by the Trustee or its interested parties other than Paragraph 1 of Article 25 in the Trust Enterprise Act.
- 4、受託人之利害關係人所承銷之有價證券或票券。
The securities or bills undertaken by the Trustee's interested parties.
- 5、其他經主管機關規定之行為。
Other acts that are prescribed by the competent authority.

六、信託交易確認

Trust transaction confirmation

- (一)受託人於接獲投資標的之交易確認通知後，應憑以製發交易確認單或表彰信託資金權益之相關表報，以書面或經雙方事先約定方式交付委託人，受託人不另行製發信託憑證。

Upon receiving the transaction confirmation notice of the investment object, the Trustee shall generate and deliver the transaction confirmation form or relevant report that indicates the rights and interests of the trust fund to the Settlor in writing or by mutually agreed method in advance. The Trustee will not issue the trust certificate.

- (二)信託交易確認單或相關表報上所記載信託資金權益內容與受託人信託資金帳載資料或相關紀錄不符時，應由雙方共同確認實際交易及帳載資料後修正。倘受託人所接獲投資標的的經理公司之交易確認通知有誤或因受託人作業疏失致記載錯誤，於不影響客戶權益之情形下，受託人得更正錯誤後再行通知委託人。

When the transaction confirmation form or the rights and interests written in the content of the trust fund are different from the account information of Trustee's trust fund or related records, both parties shall jointly correct the information after verifying the actual transaction and account information. If the Trustee receives the incorrect transaction confirmation notice from the management company of the investment object or the incorrect record is due to the Trustee's operational error, the Trustee will correct the error and then notify the Settlor, provided that the customer's rights and interests are not affected.

- (三)受託人以信託資金所能購得投資標的之數額，按各委託人信託資金佔彙集信託資金之比例，分配予委託人受益權單位數或股份，其分配得計算至投資標的的發行機構規定之小數點位數，倘有餘額時，該餘額部分，委託人同意受託人得選擇分配予任一委託人。

The amount of the investment object that the Trustee can purchase with the trust funds is distributed to the units with beneficiary rights or shares of the Settlor according to the proportion of each of the Settlor's trust fund to the total trust funds. The distribution is calculated to decimal places specified by the issuing institution of the investment object. If there is an outstanding balance, the Settlor agrees that the Trustee assigns it to one of the Settlers.

七、信託投資標的的賣出或贖回

Sale or redemption of trust investment objects

- (一)委託人於投資標的的單位數或股份確認後，得以書面或其他經雙方事先約定之方式，指示受託人就投資標的的全部辦理賣出或贖回，或經受託人同意後辦理部分賣出或贖回，但投資標的或受託人另有規定者，從其所定；受託人依投資標的的經理公司規定辦妥相關手續，並於收到賣出或贖回款項，於合理作業期間內，扣除信託管理費及其他相關費用後，存入委託人指定其於受託人處所開立之存款帳戶；前述款項無法存入委託人所指定之存款帳戶時，由受託人代為保管，保管期間不計付利息。

After the confirmation on the number of units or shares of the investment object, the Settlor may

instruct the Trustee to sell or redeem all of the investment objects or part of the investment objects with the consent of the Trustee, in writing or other way agreed by both parties in advance; unless otherwise stipulated by the investment object or the Trustee. The Trustee shall conduct the relevant procedures in accordance with the regulations of the investment management companies. After receiving the sale or redemption amount, the Trustee shall deduct the trust management fee and other related expenses before depositing it into the deposit account, within the reasonable operation period, specified by the Settlor at the business premises of the Trustee; if the aforementioned amount cannot be deposited into the deposit account specified by the Settlor, the Trustee shall retain the amount for the Settlor and no interest shall be accumulated during the retention period.

- (二) 委託人申請共同基金部分賣出或贖回之信託金額限制，悉依受託人、投資標的或基金經理公司相關規定辦理。

The restrictions on the trust amount for the Settlor's application for selling or redeeming part of the mutual funds shall be conducted in accordance with the relevant provisions of the Trustee, the investment object or the fund management companies.

- (三) 定期定額/定期不定額共同基金原扣款投資標的申請全部贖回時，除另有約定外，委託人同意受託人得終止嗣後之扣款投資。

If the dollar-cost averaging/value averaging mutual fund of the original investment object applies to be fully redeemed, **unless otherwise stipulated**, the Settlor shall agree for the Trustee to terminate the subsequent debit investment.

- (四) 因投資標的經理公司之規定或其他不可抗力事由發生時，受託人得強制或限制或暫停委託人賣出或贖回投資標的，惟贖回標的若遇有損失，概與受託人無涉。

The Trustee may force or limit or suspend the Settlor to sell or redeem the investment object due to the regulations stipulated by the investment management companies or other *force majeure* factors; however, the loss due to the redemption of the investment object is not related to the Trustee.

八、共同基金轉換

Conversion of mutual funds

- (一) 委託人投資標的為共同基金時，於投資標的單位數或股份確認且經受託人同意後，得以書面或其他經雙方事先約定之方式，指示受託人就投資標的之全部或部分辦理轉換，委託人並同意支付申請轉換相關費用；惟其轉換以同一基金經理公司所發行且為受託人公開受理轉換之投資標的為限；但如投資標的的經理公司或受託人另有規定不得轉換者，從其所定。

After the confirmation on the number of units or shares of the investment object with the consent of the Trustee, if the investment object is a mutual fund, the Settlor may instruct the Trustee to convert all or part of the investment objects, in writing or other way agreed by both parties in advance; the Trustee shall pay the relevant expense for the conversion. However, the conversion is limited to the investment object issued by the same fund management company and is an open investment object for conversion by the Trustee; unless otherwise stipulated by the investment management company or the Trustee.

- (二) 委託人申請共同基金部分轉換之信託金額限制，悉依受託人、投資標的或基金經理公司相關規定辦理。後收型基金只接受全部轉換。

The restriction on the trust amount for the Settlor's application for partial conversion of the mutual funds shall be conducted in accordance with the relevant provisions of the Trustee, the investment object or the fund management companies. **Back-end load funds only accept all conversions.**

- (三) 委託人同意定期(不)定額共同基金扣款投資標的申請全部轉換或部分轉換時，仍以原扣款投資標的為繼續扣款標的。

When applying for all or partial conversion of the investment object for the dollar-cost averaging/value averaging mutual funds, the Settlor agrees to use the original debit investment object for the debit deduction.

九、信託報酬及各項費用之負擔依投資標的種類不同，委託人應負擔之費用亦有不同。

The fees of trust compensation and various expenses for the Settlor are different, which depend on the type of the investment object

- (一) 如委託人信託資金投資於國內共同基金時：

For the Settlor's trust investment in domestic mutual fund:

1、申購手續費**Subscription fee**

- (1) 報酬標準：費率 0% 至 5%，依受託人所訂費率計收。

Fee schedule: The rate is from 0% to 5%, and it is calculated according to the rate stipulated by the Trustee.

- (2) 計算方法：以信託本金乘上費率計算之。

Calculation: The principal of the trust multiplied by the applicable rate.

- (3) 支付時間及方法：單筆信託投資於申購時交付，定期定額/定期不定額信託投資於每次扣繳信託金額時一併計付。定期定額/定期不定額信託投資國內共同基金，每次申購手續費最低為新台幣伍拾元(或等值外幣)。

Payment schedule and terms: A single trust investment is delivered at the time of subscription, and the dollar-cost averaging/value averaging trust investment will be paid at the time the trust amount is debited. The minimum fee for the subscription of dollar-cost averaging/value averaging trust investment in domestic mutual funds is NTD 50 (or equivalent in foreign currency).

2、轉換手續費**Conversion fee**

- (1) 報酬標準：於每次轉換時，除依各投資標的經理公司約定方式收取外，受託人另按每筆轉換計收新台幣貳佰元。

Fee schedule: In addition to the fee schedule prescribed by the management company of the investment object, the Trustee will be charged NTD200 for each of the conversion.

- (2) 計算方法：於每次基金轉換時逐次收取。

Calculation: Charged upon each conversion.

- (3) 支付時間及方法：由委託人給付予受託人，於轉換時一次給付。

Payment schedule and terms: Payable in a lump sum upon conversion, by the Settlor to the Trustee.

3、信託管理費**Trust management fee**

- (1) 報酬標準：費率 0.2%。

Fee schedule: The rate is 0.2%.

- (2) 計算方法：自申購日後滿一年起，以信託本金乘上費率乘上持有期間計算之。

Calculation: One year after the subscription date, the principal of the trust multiplied by the applicable rate and the period the trust is held.

- (3) 支付時間及方法：由受託人於返還信託本益中扣收，惟每筆最低收取新台幣貳佰元(或等值外幣)。

Payment schedule and terms: Payable by the Settlor to the Trustee by deduction from the trust benefit to be returned; however, the minimum payable amount is NTD200 (or equivalent in foreign currency).

4、申購時之通路服務費**Subscription service fee upon subscription**

- (1) 報酬標準：費率 0% 至 5%。

Fee schedule: The rate is from 0% to 5%.

- (2) 計算方法：以信託本金乘上費率計算之。

Calculation: The principal of the trust multiplied by the applicable rate.

- (3) 支付時間及方法：由交易對手或基金經理公司於申購時給付予受託人。此服務費如係已包含於基金公開說明書所規定之費用，將由基金公司逕自各基金之每日淨資產價值中扣除。

Payment schedule and terms: Payable by the trading counterpart or fund management company to the Trustee in a lump sum upon subscription. If the service fee is included in the fund's prospectus, it will be deducted from the daily net asset value of the fund by the fund company.

5、持有期間之通路服務費**Service fee for the holding period:**

- (1) 報酬標準：年費率 0% 至 5%。

Fee schedule: The annual rate is from 0% to 5%.

- (2) 計算方法：以受託人於交易對手或基金經理公司之淨資產價值乘上費率計算之。

Calculation: The net asset value of the Trustee in the trading counterpart or fund company multiplied

by the applicable rate.

- (3) 支付時間及方法：由交易對手或基金經理公司給付予受託人，支付方式依各基金公司而有所不同，可能採取月、季、半年、年度支付方式為之。此服務費如係已包含於基金公開說明書所規定之費用，將由基金公司逕自各基金之每日淨資產價值中扣除。

Payment schedule and terms: Payable by the trading counterpart or fund management company to the Trustee. The terms of payment vary among fund companies, which may be paid monthly, quarterly, bi-annually or annually. If the service fee is included in the fund's prospectus, it will be deducted from the daily net asset value of the fund by the fund company.

(二) 如委託人信託資金投資於申購時收取手續費之境外基金時：

For the Settlor's trust investment in offshore funds that charge a fee upon subscription:

1、申購手續費

Subscription fee

- (1) 報酬標準：費率 0% 至 5%，依受託人所訂費率計收。

Fee schedule: The rate is from 0% to 5%, and it is calculated according to the rate stipulated by the Trustee.

- (2) 計算方法：以信託本金乘上費率計算之。

Calculation: The principal of the trust multiplied by the applicable rate.

- (3) 支付時間及方法：單筆信託投資於申購時交付，定期定額/定期不定額信託投資於每次扣繳信託金額時一併計付。定期定額/定期不定額信託投資境外基金，每次申購手續費最低為新台幣伍拾元（或等值外幣）。

Payment schedule and terms: A single trust investment is delivered at the time of subscription, and the dollar-cost averaging/value averaging trust investment will be paid at the time the trust amount is debited. The minimum fee for the subscription of dollar-cost averaging/value averaging trust investment in offshore funds is NTD 50 (or equivalent in foreign currency).

2、信託管理費

Trust management fee

- (1) 報酬標準：費率 0.2%。

Fee schedule: The rate is 0.2%.

- (2) 計算方法：自申購日後滿一年起，以信託本金乘上費率乘上持有期間計算之。

Calculation: One year after the subscription date, the principal of the trust multiplied by the applicable rate and the period the trust is held.

- (3) 支付時間及方法：由受託人於返還信託本息中扣收，惟每筆最低收取新台幣伍佰元（或等值外幣）。

Payment schedule and terms: Payable by the Settlor to the Trustee by deduction from the trust benefit to be returned; however, the minimum payable amount is NTD500 (or equivalent in foreign currency).

- 3、轉換手續費及通路服務費之規定同國內共同基金相關規定辦理，惟轉換手續費每筆計收新台幣伍佰元。**

The provisions for conversion fee and subscription service fee are same as the domestic mutual fund; however, the Trustee will be charged NTD500 for each of the conversion.

(三) 如委託人信託資金投資於遞延至贖回時收取或其他收費方式之國內或境外基金時：

For the Settlor's trust investment in domestic or offshore funds that charge a fee or other expense deferred to redemption:

1、遞延申購手續費：

Deferred subscription fee:

- (1) 報酬標準：費率 0% 至 5%，依受託人及基金經理公司所訂費率計收。

Fee schedule: The rate is from 0% to 5%, and it is calculated according to the rate specified by the Trustee and the fund management company.

- (2) 計算方法：依贖回時市價與信託本金孰低者或贖回時市價乘以適用費率計算之。

Calculation: It is based on the lower value between the market price and the trust principal, or multiplied the market price at the redemption by the applicable rate.

(3) 支付時間及方法：於基金贖回時由基金經理公司自贖回總額中扣收。

Payment schedule and terms: It is deducted from the total amount of redemption from the fund management company at the time the fund is redeemed.

2、轉換手續費、信託管理費及通路服務費之規定準用前項（申購時收取手續費之境外基金）相關規定辦理。

The provisions for conversion fee, trust management fee and subscription service fee are based on the relevant provisions in the preceding paragraph (the offshore funds that charge a fee upon subscription).

3、委託人了解並同意所投資基金產品，基金經理公司需收取分銷費用，且該費用將由基金資產中支付。同時，基金在贖回時，基金經理公司將收取遞延申購手續費，該費用將自贖回總額內扣除。

The Settlor acknowledges and agrees that the fund management company will collect distribution fee for the investment fund, and the fee will be deducted from the fund assets. The fund management company will also charge a deferred subscription fee when the fund is redeemed and the fee will be deducted from the amount of redemption.

(四)如委託人涉及短線交易時，依投資標的公開說明書之規定收取相關費用。

If the Settlor is involved in a short-term trading, the relevant fees shall be charged according to the provisions prescribed in the prospectus of the investment object.

(五)如委託人信託資金投資於結構型商品(含連動債券)、境外債券及境外股票/ETF 時，受託人收取之信託報酬另依委託人與受託人之產品說明書與特約條款之約定為之。

If the Settlor trust funds are invested in structured commodities (including structured note), overseas bonds and overseas stocks/ETFs, the trust compensation for the Trustee shall be in accordance with the terms and conditions prescribed in the prospectus and special provisions for the Settlor and the Trustee.

(六)前項有關信託費用之約定，受託人得基於成本考量及基金經理公司/有關發行機構之規定隨時調整或變動該項收費標準，如有調整或變動，無需經委託人事先同意，惟受託人應揭露於受託人網站或其他依法規定之方式，並於委託人辦理信託交易前讓其知悉其最新收費標準或依法令規定辦理變動通知或公告。

For the provision regarding trust fees in the preceding paragraph, the Trustee may change the fee at any time based on its cost considerations and the regulations of the fund management companies or relevant fund issuers. For any such an adjustment or change, the consent of the Settlor is not required; however, the Trustee shall disclose the information on its website or via other method that is in accordance with the laws. The Settlor shall be notified of the latest fee prior to the transaction of the trust, or the Trustee shall conduct the notice or announcement of change in accordance with the laws.

(七)委託人瞭解並同意辦理本契約項下信託業務之相關交易時，自交易相對人取得之報酬、費用、折讓等各項利益，得作為受託人收取之信託報酬。

The Settlor acknowledges and agrees that the compensation, expenses and allowances obtained from the counterpart of related trust transactions under this contract, may be used as trust compensation for the Trustee.

(八)其他費用

Other expenses

有關投資標的所應支付或發生之賦稅、保管費、簽證費、會計師費用，及就本信託資金交易有不可歸責於受託人之事由，而與第三人為訴訟或提付仲裁或其他交涉時所發生之訴訟費、仲裁費、律師費及依慣例應由委託人負擔之其他費用等，悉數由委託人負擔。

The Settlor shall be responsible for the following fees: taxes, custodial fees, certification fees, accountant fees, and the costs of litigation, arbitration fees and fees of attorney derived in litigation, arbitration or other negotiation with a third party regarding the trust fund transactions that are not attributable to the Trustee, and other fees that are usually paid by the Settlor.

十、投資標的收益分配

Investment income distribution

信託資金所生收益之分配，悉依特定之投資標的規定辦理；信託投資標的無規定者，除經受託人同意將該收益全數繼續投資於同一投資標的外，委託人同意以現金方式分配收益，於扣除相關稅捐及費用後逕行存入委託人指定其於受託人處所開立之存款帳戶，收益無法存入委託人所指定之存款帳戶時，由受

託人代為保管，保管期間不計付利息。

The allocation of proceeds from the trust fund shall be conducted in accordance with the regulations for specific investment object; if such regulations are not applicable, the Settlor agrees to allocate the proceeds in cash, unless otherwise the Trustee agrees to continue investing all of the proceeds in the same investment object. The proceeds will be deposited, after deducting the applicable taxes and fees, into the deposit account specified by the Settlor at the business premises of the Trustee. If the proceeds cannot be deposited into the deposit account specified by the Settlor, the Trustee shall retain the amount for the Settlor and no interest shall be accumulated during the retention period.

十一、匯率計算

Exchange rate

- (一)信託資金之收受或返還，倘涉及幣別兌換時，除另有約定外，概以兌換當時受託人買賣外匯為依據。

The receipt or return of different currencies of trust funds will be exchanged at the buying rate or selling rate actually applied by the Trustee, unless otherwise is stipulated.

- (二)共同基金轉換時，其不同幣別間之兌換，係依基金經理公司之作業規則所訂匯率為準。

Different currencies involved in mutual fund conversion will be exchanged at the rate indicated in the operating rules of the fund management company.

- (三)本信託資金因兌換所生之匯率風險悉由委託人負擔。(已列入風險預告及承擔)。

The exchange rate risk arising out of the exchange of trust fund currencies shall be borne by the Settlor (included in the advance notice of investment risk and assumption).

十二、印鑑及異動事項之申請

Application for seal and change

- (一)委託人辦理信託開戶時，須先於受託人處開立臺(外)幣存款帳戶並留存印鑑，作為日後辦理信託業務往來各項文件簽署之憑據，若委託人為未成年子女或受監護/輔助宣告之人者，全體法定代理人或輔助人同意日後僅憑委託人所留存之印鑑辦理信託業務往來相關事宜，並視為全體法定代理人或輔助人允許委託人或代委託人辦理信託業務往來相關事宜。任一法定代理人代理委託人所為或所受之意思表示，風險承受等級評估、商品說明、權益告知等交易事項，視為對委託人及全體法定代理人均發生效力。

Before the Settlor opens a trust account, the Settlor must open a NTD (foreign currency) deposit account at the business premises of the Trustee and keep a specimen of the seal impression for verification when conducting trust businesses in the future. If the Settlor is an underaged child or a person who is under guardianship/curatorship, all statutory agents or curators agree to handle the matters regarding the trust business by verifying the specimen of the seal impression of the Settlor in the future, and it will be deemed as all statutory agents or curators agree or represent the Settlor to conduct matters regarding the trust business. Any matters acted by a statutory agent of the Settlor are deemed to be effective for all statutory agents of the Settlor, including transaction matters such as the assessment of risk tolerance, commodity description, and equity notification.

- (二)存款印鑑變更時，其變更效力及於信託事項。留存印鑑如有遺失或毀損等情事發生，委託人或其授權之人應以書面方式向受託人辦理掛失、停用或變更之申請。如因未完成掛失、停用或變更手續致發生損害者，受託人不負賠償責任。於完成掛失、停用或變更手續前，受託人依原留印鑑所為之指示或交易仍為有效之指示或交易。

When the seal for deposit is changed, it will also take effect for trust businesses. If the original seal is lost or damaged, the Settlor or the authorized person shall apply for loss, suspension or amendment to the Trustee in writing. The Trustee is not liable for any compensation due to incompleteness of application for the loss, suspension or amendment. Before the completion of application for loss, suspension or amendment, the transaction conducted by the Trustee based on the original seal is deemed as a valid transaction.

十三、信託受益權轉讓、設質及質借之禁止

Transfer, pledge and prohibition of beneficiary rights of the trust

委託人因本信託契約所生之信託財產權利，不得轉讓或設質予第三人，亦不得向受託人辦理質押借款。

The Settlor may not transfer or pledge any rights arising out of the trust contract to a third person, nor shall the Settlor pledge it to the Trustee.

十四、電子式交易約定

Provisions for electronic transaction

「電子式交易」係指委託人利用網際網路、數據通信傳輸及未來其他電子科技傳輸工具等方式，就特定金錢信託投資國內外有價證券之運用及其他相關事項指示受託人，並就所選定服務方式，同意下列各款：

The term "electronic transaction" refers to the Settlor's use of Internet, data communication and transmission, and other transmission tools of electronic technology in the future to instruct the Trustee for the utilization of non-discretionary money trust investments in domestic and foreign securities and other related matters, and the Settlor shall agree to the following for the chosen service method:

- (一) 委託人利用電子式交易指示投資標的之申購、賣出或贖回、轉換、異動或查詢等服務，須先與受託人簽訂相關書件暨其他相關契約，並取得授權密碼，始得進行交易。

The Settlor shall first sign relevant documents and contracts with the Trustee and obtain the authorized transaction password to use the electronic transaction for prescription, sale or redemption, conversion, amendment or inquiry of the investment object.

- (二) 委託人使用電子式交易時，應先以密碼證明其身分。委託人應負責密碼之保密，受託人係憑正確密碼之指示提供服務，倘有未經委託人合法授權之情形，委託人應以電話、書面或雙方約定方式通知受託人停止該服務。

When a Settlor uses electronic transactions, the Settlor's identity should be verified by the password. The Settlor shall be responsible for the confidentiality of the password and the Trustee shall provide services upon the verification of the password. For any unauthorized transaction from the Settlor, the Settlor shall notify the Trustee by telephone, in writing or by any mutually agreed method to stop the service.

- (三) 委託人如欲變更密碼，應以電子式交易或書面為之，但應以受託人確認完成相關手續後始生效力。

If Settlor intends to change the password, it shall be done via electronic transaction or in writing; however, it will not take effect until the Trustee confirms the relevant procedures.

- (四) 委託人以電子式交易指示有價證券之申購、賣出或贖回、轉換或異動時，應於受託人指定時間內為之，若因不可抗力或不可歸責於受託人之事由，如斷電、斷線、網路傳輸干擾、電信壅塞、第三人破壞等，致交易或其他指示遲延或無法完成時，受託人對該事由所致損失不負賠償責任。

The electronic transaction for prescription, sale or redemption, conversion or amendment of the securities, shall be conducted by the Settlor during the time specified by the Trustee. If the electronic transaction or other instructions are delayed or cannot be completed due to force majeure or factors not attributable to the Trustee such as power shortage, network disconnection, interference of network transmission, telecommunications congestion, or destruction done by a third party, etc., the Trustee shall not be liable for the loss caused by these factors.

- (五) 委託人及受託人應妥善保存本服務相關紀錄，並應確保紀錄之真實性及完整性。

The Settlor and the Trustee shall both keep the service records properly and shall ensure the correctness and completeness of the records.

- (六) 其餘事項悉依委託人與受託人簽訂之「開戶總約定書」相關約定事項、「網路銀行服務申請書」及「網路銀行服務約定事項」辦理。

The other matters shall be conducted in accordance with the relevant provisions prescribed in the "General Agreement for Account Opening" signed by the Settlor and the Trustee, the "Application of Online Banking Service" and the "Provisions for Online Banking Services."

十五、風險預告及承擔

Advance notice of risk and assumption

- (一) 委託人以信託資金交付受託人為投資標的指示運用前，已確實詳閱投資標的相關資料及規定（包括但不限於投資標的之公開說明書及投資人須知），並瞭解其所有可能風險（包含但不限於投資風險、信用風險、市場風險、流動性風險和匯兌風險）及最大可能損失為信託財產全部。委託人係基於獨立審慎之投資判斷後，決定各項投資指示。

The Settlor shall carefully read the relevant information and provisions of the investment object (including but not limited to the prospectus of the investment object and the investor brochure) before delivering the trust fund to Trustee for the investment object. The Settlor shall also acknowledge all possible risks (including but not limited to investment risk, credit risk, market risk, liquidity risk and foreign exchange risk) and the possible loss may be up to the entire trust property. The Settlor's investment decision is

based on the Settlor's independent and prudent investment judgment.

- (二) 本信託資金運用管理所生資本利得及其孳息收益、投資所生風險可能導致本金發生虧損、投資所生費用及賦稅等，悉數由委託人享有或負擔，受託人不為信託本金及投資收益之保證。

The capital gains and the derived proceeds from the utilization of the trust funds, the potential risk of the investment that may result in a loss of the principal, and the expenses and taxes generated by the investment, shall be borne by the Settlor and the Trustee do not guarantee the return on investment in trust funds.

- (三) 委託人已瞭解本信託資金並非一般銀行存款，非屬中央存款保險公司承保範圍。並瞭解投資標的以往績效不代表未來表現，亦不保證其最低收益。

The Settlor acknowledges that the trust fund is not a general deposit in the Bank and is not insured by the Central Deposit Insurance Corporation. The Settlor also acknowledges that the past performance of the investment object does not guarantee its performance or its minimum return in the future.

十六、受託人之責任範圍

Responsibilities of the Trustee

- (一) 受託人處理信託事務，應盡其善良管理人責任及忠實義務。

The Trustee shall manage and utilize trust property and trust affairs with the care of a good administrator and assume fiduciary duties.

- (二) 受託人因處理信託事務而得知委託人之相關資料應予保密。

The Trustee shall be responsible for the confidentiality of the relevant information of the Settlor.

- (三) 受託人應將信託資金與自有財產及其他財產分別管理，並獨立於自有財產之外。

The Trustee shall manage the trust fund separately from its own property or other property; the trust fund shall be independently separated from Trustee's property.

- (四) 受託人應自行處理本契約相關事務，惟必要時得委由第三人代為處理。

The Trustee shall solely conduct the affairs related to this contract; however, it may entrust a third party if necessary.

- (五) 受託人應就信託資金運用情形定期編製表報送交委託人。

The Trustee shall submit a report to the Settlor regarding the utilization of the trust funds on a regular basis.

- (六) 受託人之各級職員不得對投資標的有所推薦或對投資標的未來價格或匯率等漲跌有所預測。

The Trustee's staff at all levels may not recommend the investment object or predict the future price or foreign exchange rate of the investment object.

- (七) 委託人不得因受託人依指定投資標的之基金公司、保管機構、代理、投資顧問機構、簽證機構及會計法律機構等有關機構之任何作為或不作為所受損害，對受託人主張任何權利或要求損害賠償。

The Settlor shall not claim its right or compensation due to any loss caused by the Trustee's investment object, including the fund companies, custodian institutions, agencies, investment advisory institutions, certification agencies and accounting and legal institutions, etc.

- (八) 信託財產或信託受益權如遭法院或其他機關強制執行(包括保全或終局執行)或發生主管機關限制權利行使之情事時，受託人得逕將信託財產或信託受益權為部分或全部之扣押或依法院、其他機關之命令將信託受益權予以換價，並配合法院或其他機關之執行命令解送或移轉給法院、其他機關或債權人，或由債權人收取，並依法院或主管機關之命令或處分內容辦理，委託人、受益人均不得異議。

Where the trust property or beneficiary rights are enforced (including preserved or conclusively enforced) by court or other authority, or the supervisory authority has imposed limitation to the exercise of a right of the Agreement, the Trustee may directly attach said property or rights in whole or in part or sell said rights for consideration according to an order of court or other authority, and deliver or transfer the same to court, other authority or the creditor, or have the same received by the creditor, according to the enforcement order of court or other authority and do as it is ordered by the court or the supervisory authority, to which the Beneficiary may raise no objection.

十七、契約之變更、解除及終止

Amendment, rescission and termination of the Agreement

- (一) 本契約除因法令變更或依法院或主管機關之命令變更外，其變更均得以書面或其他當事人約定之方式為之。

Any amendment to this Agreement shall be in writing or otherwise in the manner agreed between the

Parties except amendments made in response to changes in laws and regulations or according to orders of court or the competent authority.

- (二)受託人將本契約之變更通知，以郵寄或其他方式送達委託人後，如委託人於十五日內未表示異議者，視為同意該契約書之變更。

The Trustee will deliver a notice of amendment to this Agreement to the Settlor by mail or other announcement. The Settlor is deemed to agree to the amendment if it makes no protest within fifteen days.

- (三)受託人於本契約簽訂且委託人交付信託資金後，如因新法令公布或法令修正或主管機關命令，致受託人無法依信託目的開始管理運用信託財產，任一方當事人均得以書面或其他當事人約定之方式通知他方解除本契約。

Either Party may give notice to the other of rescission of this Agreement in writing or in other manner agreed between the Parties if the Trustee is prevented by the promulgation of new laws and regulations, amendment to laws and regulations, or an order of the competent authority from commencing the management and utilization of the trust property according to the stated purpose of the trust after the execution of this Agreement and the delivery of the Settlor's trust fund.

- (四)除當事人另有約定外，本契約因下列事由之一終止：

Unless the Parties agree otherwise, this Agreement may be terminated under one of the following circumstances:

- 1、信託目的無法達成。

If the purpose of the trust cannot be accomplished.

- 2、法院或主管機關命令終止。

In accordance with an order of court or the competent authority.

- 3、任何一方當事人喪失行為能力、解散、進行重整、破產或停止營業時，他方得以書面或其他經雙方約定之方式通知終止。

Either party becomes deprived of legal capacity, dissolves, reorganizes, is bankrupt or ceases to operate, the other Party may give notice of termination in writing or in other manner agreed to between the parties.

- 4、本契約存續期間，委託人得於合理期限事前依受託人規定之方式通知終止。

The Settlor may give prior notice of termination in the manner prescribed by the Trustee within a reasonable period during the existence of this Agreement.

十八、委託人身分限制

Restrictions on the identity of the Settlor

依部分投資標的/境外基金公開說明書規定，投資人不得具有美國公民或居民身分，或其他身分限制；委託人茲聲明其已明瞭前開投資限制，就其投資標的已符合各該公開說明書或法令有關投資人身分相關之要求或限制；倘嗣後如持有美國公民或居民身分，或其他身分限制時，亦應主動書面通知本行並依本行要求辦理贖回；如有不實應自負其責，並應賠償受託人因此所受損害。

According to the prospectus of some investment objects/offshore funds, the investor may not be a U.S. citizen or resident, or other restrictions on its identity may apply. The Settlor hereby represents it understands the above investment restrictions and complies with the requirements or restrictions of the prospectus or laws and regulations on its identity in respect of the investment object. If the Settlor becomes a U.S. citizen or resident, or other restrictions on its identity in the future, the Settlor shall notify the Bank in writing and conduct the redemption as required by the Bank. The Settlor shall be solely liable and indemnify the Trustee against damage suffered in the event of misrepresentation.

十九、信託關係消滅時信託財產歸屬及交付方式

Ownership and delivery of the trust property upon expiration of the trust relationship

信託關係消滅時，受託人應將信託財產返回歸屬權利人，並就信託財產之管理做成結算書及報告書，取得歸屬權利人之承認。

Upon expiration of the trust relationship, the Trustee shall surrender the trust property to the right holder of the trust, prepare a statement of final accounts and report on the management of the trust property, and seek ratification from the right holder.

二十、信託財產之公示

Disclosure of trust property

(一)於法令許可範圍內，信託財產除受託人認為有必要外，得省略信託之登記、註冊或信託表示之記載。

To the extent permitted by laws and regulations, trust registration of trust property or recording of trust relationships may be waived unless the Trustee deems such registration or indication necessary.

(二)受託人為信託財產為信託之登記、註冊或信託表示之記載時，其所生之費用由信託財產中扣除支應或由委託人負擔之。

Where the Trustee registers a trust property or records a trust relationship, the costs thus arising will be deducted and paid out of the trust property or borne by the Settlor.

二十一、其他約定事項

Other agreed matters

(一)委託人同意以開戶綜合申請書所約定之寄送地址或電子郵件信箱為所有文書及表報送達之處所，如委託人約定之寄送地址或電子郵件信箱變更，應即以書面或其他經雙方約定之方式通知受託人，並同意改依變更後之寄送地址或電子郵件信箱為送達處所。如委託人怠於通知時，以開戶綜合申請書所約定之寄送地址或電子郵件信箱或最後約定之寄送地址或電子郵件信箱為送達處所。

The Settlor agrees to use the agreed address or e-mail address in the Account Comprehensive Application Form for the delivery of all documents and forms. The Settlor shall notify the Trustee of any agreed address or e-mail address change in writing, or in other agreed manner. If the Settlor fails to notify the Trustee, the agreed address or e-mail address in the Account Comprehensive Application Form or the last agreed address or e-mail address will be used as the address for delivery.

(二)受託人得對本信託業務增訂或修訂相關作業規則，並公告於受託人營業處所，委託人應遵守。委託人倘有異議，應以書面向受託人為終止信託之意思表示，並授權受託人得於終止之書面送達後賣出或贖回全部投資標的。

The Trustee may announce the additional or amendment to the relevant operating rules at the business premises of the Trustee, and the Settlor shall follow the new rules. Any objection from the Settlor shall be presented in writing to the Trustee to terminate the trust and authorize the Trustee to sell or redeem all investment object upon the receiving the termination notice.

(三)受託人就信託財產或處理信託事務所支出之稅捐、費用或負擔之債務或所受之損害，悉數由委託人負擔。委託人不負擔時，受託人得逕自就信託投資標的辦理賣出或贖回，扣除相關費用後交付信託資金。

The Settlor shall be solely responsible for the loss due to the cost of taxes, fees or liabilities incurred in the trust or processing the trust affairs. If the Settlor fails to do so, the Trustee may sell or redeem the trust investment object and deliver the trust fund after deducting the relevant expenses.

(四)委託人之投資交易確認單或其他表彰信託資金權益相關表報及定期報告書等，受託人於不損及委託人權益下得以委外處理。

The Trustee may outsource to process the Settlor's investment transaction confirmation sheet or other equity report and periodic report regarding the trust fund, provided that the Settlor's rights and interests are not affected.

(五)委託人投資之信託投資標的以受託人開辦者為限。

The trust investment object of the Settlor is limited to what the Trustee can offer.

(六)本契約書項下信託投資標的之種類、名稱、信託資金、信託期間等各項指示，悉依各個附屬契約（包括但不限於相關申請書表等）另行約定。

The types, names, trust funds and term of the trust investment object under this Agreement shall be in accordance with each of the subsidiary contracts (including but not limited to the relevant application forms).

(七)本契約書之效力及於各個附屬契約，且其內容為各個附屬契約之一部分。

The Agreement shall take effect on each of the subsidiary contracts, and its content is deemed as part of each subsidiary contracts.

(八)委託人同意於辦理基金交易時，有關公開說明書、投資人須知等相關文件自行至相關網站下載(國內基金為公開資訊觀測站(<http://mops.twse.com.tw/>)或基金公司網站；境外基金為境外基金資訊觀測站(<http://announce.fundclear.com.tw/>)或總代理人網站)。嗣後上開網站如有變更，受託人將於受託人營業場所或網站公告之方式告知。

The Settlor agrees that when conducting the fund transaction, the relevant documents such as the prospectus and investor brochure are available to download from the relevant websites (the Market

Observation Post System (<http://mops.twse.com.tw/>) for the domestic funds, or the website of the fund company; the overseas fund information observation website (<http://announce.fundclear.com.tw/>) for offshore funds, or the website of the sole agent). If there is any change to the aforementioned websites, the Trustee will make the announcement at the business premises or on its website.

- (九)委託人同意為符合美國當地法令之要求，申購或轉入之美國註冊基金交易符合基金公開說明書之短線交易認定標準時，受託人得依境外基金管理辦法、境外基金註冊地法令所要求之本人相關資料（包括但不限於身分證字號、交易資訊），提供予境外基金機構即其總代理人。

In accordance with the provisions of the local laws and regulations of the U.S., the Settlor agrees that the Trustee may provide relevant personal information (including but not limited to the I.D. number and transaction information) based on the Regulations Governing Offshore Funds and the registration laws for offshore funds, to the offshore fund institution and its sole agent for prescription or transfer of the registered funds in the U.S. that meet the short-term trading criteria prescribed in the fund prospectus.

- (十)任何一方知悉有人員違反禁止收受佣金、回扣或其他不正當利益之契約條款時，應立即據實將此等人員之身分、提供、承諾、要求或收受之方式、金額或其他不正當利益告知他方，並提供相關證據且配合他方調查。一方如因此而受有損害時，得向他方請求損害賠償，並得自應給付之契約價款中如數扣除。

Any party who discovers a person who violates the contractual terms such as prohibition of receiving commission, rebate or other improper benefits shall immediately inform the other party about the person's identity, supply, promise, request or the way of acceptance, amount or other improper benefits, as well as relevant evidence and cooperate with other parties for investigation. If a party suffers loss or damage based on the incident, the party may request compensation from the other party and it may deduct from the payable payment in the contract.

- (十一)任何一方於商業活動如涉有不誠信行為之情事，他方得隨時無條件終止或解除契約。

Any party may request for unconditional termination or rescission of the contract at any time if there is any circumstances regarding dishonesty in the business affairs.

- (十二)委託人同意信託憑證自簽訂本契約書之日起作廢，委託人應辦理信託開戶(委託人若未於本行開立存款帳戶者應併同開戶)，並自新開戶日起，信託憑證號碼更換為交易編號，原信託憑證作廢。

The Settlor agrees that the trust certificate shall become invalid from the date of signing this Agreement. The Settlor shall open a trust account (the Settlor shall also open a deposit account with the Bank if the Settlor does not have such an account with the Bank) and the trust certificate number will be replaced by the transaction number, and the original trust certificate will become invalid from the date of the new account is opened.

二十二、 紛爭處理

Dispute

- (一)委託人申訴專線如下：

The Settlor's complaint hotline is as follows:

申訴電話：0800-033-175。

Complaint hotline: 0800-033-175.

申訴電子信箱：<http://www.tcb-bank.com.tw>。

Complaint e-mail: <http://www.tcb-bank.com.tw>.

- (二)依據金融消費者保護法及本行紛爭處理程序等相關規定辦理。

The Bank will handle the dispute in accordance with the Financial Consumer Protection Act and the dispute resolution procedures prescribed by the Bank.

二十三、 適用法令及管轄法院

Governing laws and Jurisdiction

- (一)本契約書未盡事宜，悉依中華民國法令規章、信託資金投資標的經理公司公開說明書、投資人須知、受託人與基金公司有關約定、受託人有關規章、國內外金融慣例等辦理。

This contract, any terms and regulations not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C. and applicable rules and regulations, the management company's prospectus of the trust fund investment, investor brochure, the relevant provisions between the Trustee and the fund company, the relevant regulations of the Trustee, and domestic and foreign financial practices.

- (二)因本契約書涉訟時，雙方同意以台灣台北地方法院為第一審管轄法院。

Both parties agree to submit to the jurisdiction of Taipei District Court, Taiwan as the court of first

instance in the event of suit over a dispute arising out of this Agreement.

柒、黃金存摺約定事項

VII. Provisions for Gold Passbook

本存戶茲向貴行申請黃金存摺開戶往來，並同意遵守下列各項約定：

The depositor applies for a gold passbook account of the Bank and agrees to abide by the following provisions:

一、計價幣別：黃金存摺帳戶(以下稱本帳戶)內之交易得以新臺幣或美元計價，並各自分別登錄，不得跨原交易幣別買賣、轉帳或提領黃金現貨(美元計價交易登錄說明：其存摺支出、存入及結存欄位均登錄公克數，例如購買 1 英兩，存摺之存入欄位登錄 31.10 公克，結存欄位登錄美元計價購買的累計公克數；購買 2 英兩時，存摺之存入欄位登錄 62.20 公克，依此類推)。本存戶申辦以美元計價者，其買賣交易款項或手續費用(以美元計費者)之扣繳或存入，以透過本存戶開立於貴行之外匯活期存款或外匯綜合存款帳戶(含財富管理帳戶)為限。

Denominated currency: The transactions in the gold passbook account (hereinafter referred to as the Account) can be denominated in NTD or USD, and they can be registered separately. It is not permitted to buy, sell, transfer or withdraw the gold spot with a different currency other than the denominated currency. (Note for transactions denominated in USD: The withdrawal, deposit and outstanding balance of the passbook are all registered in grams; for example: purchase of 1 ounce will be registered as 31.10 grams in the deposit field of the passbook, and the accumulated grams will be registered in the balance field; purchase of 2 ounce will be registered as 62.20 grams, and so on.) For the depositor applies for transactions denominated in USD, the deduction or deposit of the transaction amount or service charge (denominated in US dollars) is limited to the holder of the foreign currency demand deposit account or foreign currency composite deposit account (including the wealth management account) of the Bank.

二、掛牌單位：新臺幣及美元計價黃金存摺，分別以 1 公克及 1 英兩(31.10 公克)黃金為基本掛牌單位，重量之換算計算至小數點第 2 位(以下四捨五入)，由貴行每一營業日訂定其買進和賣出價格並掛牌之，買進與賣出採記帳方式交易不以實體黃金交割，其價格亦有所不同，且其價差並非固定。

Units: The NTD and USD denominated gold passbooks use 1 gram and 1 ounce (31.10 grams) of gold as the basic unit respectively, and the weight conversion is calculated to the second decimal place (round up/off). On the business day, the Bank will list the buying and selling prices, and buying and selling transaction will be accounted and no physical gold will be delivered for the settlement. The price is also different from the price of physical gold, and the price difference is not constant.

三、開戶：本存戶申請開立黃金存摺帳戶時，須填具印鑑卡及設定全行通售密碼交付貴行，有關本約定書帳戶之回售、轉換及其他相關事宜，悉依印鑑卡上之留存印鑑為憑。

Account opening: When the depositor applies for a gold passbook account, he/she must fill in the specimen of seal impression card, set the general password to the Bank. The resale, conversion and other related matters of the account shall be conducted upon the verification of the specimen of seal impression.

四、買進：

Buy:

(一) 本存戶買進黃金存入本帳戶時，應填具黃金存摺買進憑條，並應按買進當時貴行掛牌賣出價格繳交買進黃金價款。

When buying gold into the account, the depositor should fill in the purchase slip of the gold passbook and pay the purchase price of gold at the listed price for sale at the time of purchase.

(二) 除定期定額投資外，每次買進黃金存入本帳戶之數量不得低於基本掛牌單位，並應為基本掛牌單位的整倍數。

In addition to the regular saving plan investment, the purchase amount shall not be less than the basic unit of gold and it shall be an integral multiple of the basic unit of gold.

(三) 本存戶以新臺幣計價買進黃金存入本帳戶時，應以現金或開立取款憑條由其新台幣活期(儲)、綜合活期(儲)、財富管理或支票存款帳戶內扣取價款；本存戶以美元計價買進黃金存入本帳戶時，以開立外幣取款憑條由外匯活期存款、外匯綜合存款或財富管理帳戶內扣取價款。

When buying the NTD denominated gold into the account, the depositor shall use cash or the amount shall be debited from the NTD demand (savings), composite demand (savings), wealth management or deposit checking account with a withdrawal slip. When buying the USD denominated gold into the account, the

amount shall be debited from the foreign currency demand deposit, foreign currency composite deposit or wealth management account with a foreign currency withdrawal slip.

- (四) 本存戶同意貴行得委請臺銀代為保管買進存入本帳戶之黃金。

The depositor agrees that the Bank may entrust the Bank of Taiwan for safekeeping of the purchased gold in the account.

- (五) 本存戶同意以定期定額投資或買進時若未持存摺辦理，應於嗣後辦理存摺補登，如累計未補登之交易筆數達 100 筆以上時，貴行有權將該等交易加總後以總數登載。

If the purchase was through the dollar-cost averaging investment or the transaction is conducted without the passbook, the depositor agrees to update the passbook afterwards. However, if there are more than 100 transactions that have not been updated in the passbook, the depositor agrees the Bank to update the passbook with a lump sum of these transaction records.

- 五、**定期定額投資**：本存戶辦理定期定額投資買進黃金存入本帳戶，以新臺幣計價之黃金存摺為限，各項事宜悉依黃金存摺定期定額投資約定條款辦理。

The regular saving plan investment: The regular saving plan investment for purchasing gold into the depositor's account is limited to the NTD denominated gold. All relevant matters shall be conducted in accordance with the provisions for the regular saving plan investment of gold passbook.

- 六、**回售**：

Sale:

- (一) 本存戶回售黃金時，應持存摺並填具黃金存摺回售憑條，簽蓋原留印鑑，按回售當時本行掛牌買進價格向本行任一營業單位辦理回售。

When reselling the gold, the transaction shall be conducted with the passbook and the depositor shall fill in the sale slip of gold passbook with signature/original stamp, at the listed price for purchase in any of the business premises of the Bank.

- (二) 本存戶每次回售黃金數量不得低於基本掛牌單位，並應為基本掛牌單位的整倍數，但將帳戶餘額全數回售或結清銷戶者，不在此限。

Except for resale the entire outstanding balance of the account or account settlement, the resale amount shall not be less than the basic unit of gold and it shall be an integral multiple of the basic unit of gold.

- (三) 本存戶以新臺幣計價回售黃金之價款得以存入本存戶開立於貴行之新台幣活期(儲)、綜合活期(儲)、財富管理帳戶或支票存款帳戶，或提領現金，本存戶回售黃金之價款為提領現金方式時，須依稅法相關規定繳納印花稅；本存戶以美元計價回售黃金之價款，以存入本存戶開立於貴行之外匯活期存款、外匯綜合存款或財富管理帳戶為限。

When reselling the NTD denominated gold, the amount can be deposited in the NTD demand (savings), composite demand (savings), wealth management or deposit checking account with a withdrawal slip or can be withdrawn in cash. If the amount is withdrawn in cash, the depositor shall pay the stamp tax in accordance with the relevant provisions of the tax law. When reselling the USD denominated gold, the amount shall be deposited into the foreign currency demand deposit, foreign currency composite deposit or wealth management account.

- 七、**提領黃金現貨**：

Withdrawal of physical gold:

- (一) 本存戶欲提領黃金現貨時，應親至貴行任一營業單位洽商欲提領之黃金規格、數量並約定提貨日期，俾憑備貨。

When withdrawing the physical gold, the depositor should contact any business premises of the Bank to notify the specifications of the gold, quantity to be withdrawn and the date of delivery.

- (二) 本存戶應按本帳戶內不同幣別計價之黃金存摺餘額，分別提領黃金現貨，不得以合計餘額提領；且提領之黃金現貨規格，限貴行提供之固定規格黃金條塊。

The depositor shall withdraw the physical gold according to the outstanding balance of the gold passbooks denominated in different currencies in this account separately, and the physical gold shall not be withdrawn with the total amount of the deposit in the account; and the specification of physical gold for withdrawal shall be limited to the standard gold bar provided by the Bank.

- (三) 本存戶提領黃金現貨時，應持印鑑及存摺，填具黃金存摺提領現貨申請書，向貴行任一營業單位辦理。

When withdrawing the physical gold, the transaction shall be conducted at any business premises of the Bank,

by the presentation of the gold passbook, the original seal of the depositor and a written application form for withdrawing the physical gold from the gold passbook.

- (四) 本存戶提領黃金現貨時，應補繳貨款差額，該項差額係按提領當時之黃金條塊賣出價格與等量之黃金存摺掛牌賣出價格計算之差額。

When withdrawing the physical gold, the depositor should pay the difference between the amounts of the commodities. The difference is calculated according to the difference between the selling price of the gold bar and the selling price for the gold passbook with the equivalent amount of gold.

- (五) 黃金條塊一經提領後不得再行存入。

The gold bars cannot be deposited again once they have been withdrawn.

- 八、**黃金轉帳：**本存戶憑存摺、原留印鑑，填具黃金存摺轉帳憑條，得將黃金轉帳至其他黃金存摺帳戶。

Transfer of gold: The depositor is permitted to transfer the gold to another gold passbook account with the passbook, the original seal and the transfer slip of gold passbook.

- 九、黃金存摺帳戶買進與賣出黃金變現所產生之損益，應依所得稅法辦理申報財產交易所得，惟黃金出售之成本認定係由本存戶自行選擇成本計算方式後始能計算損益，貴行無從製發報稅憑證供本存戶申報。

The gains and losses arising out of the purchase and sale of gold in a gold passbook account shall declare the property transaction income according to the income tax law. However, the depositor shall decide the way of calculating the selling cost of the gold, to calculate the gains and losses of the depositor, and the Bank will not be able to generate a tax return certificate for the declaration of the depositor.

- 十、**存摺、印鑑遺失或毀損：**本存戶更換印鑑，應向貴行任一營業單位辦理。本存戶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，如發生黃金已被回售、提領或其他處分時，其損失由本存戶自行負擔。但以電話掛失者，應儘速補辦書面文件。

Loss or damage of passbook and seal: The depositor can replace the seal at any business premises of the Bank. The depositor shall properly keep the passbook and the original seal. Any loss, disappearance, theft or other circumstances shall be reported to the Bank by telephone or in person during the business hours. If the gold has been sold, withdrawn or disposition before the depositor reports the loss of passbook or original seal, depositor reports shall be fully responsible for the loss. In addition, if the loss is reported via telephone, the depositor should submit the written documents as soon as possible.

- 十一、**手續費：**悉依貴行收費標準計收。手續費以美元計費者，僅限以本存戶開立外幣取款憑條由其於貴行之外匯活期存款、外匯綜合存款帳戶或財富管理帳戶扣取。本存戶並同意貴行得視業務需要調整收費標準或內容，逕公告於營業處所明顯處或於網站上公開揭示。

Service Fee: It is calculated according to the charging standard of the Bank. If the fee is calculated in US dollars, it is limited to debit from the depositor's foreign currency demand deposit, foreign currency composite deposit account or wealth management account of the Bank. The depositor also agrees that the Bank may make adjustment on the charging standard or content based on its business needs, and the Bank will make announcement at its business premises or on its website.

- 十二、**結清銷戶：**應由本存戶本人親自辦理；如無法親自辦理而委託代理人為之時，應出具授權書及可資確認本人及代理人身分之證明文件。

Close the account: It should be conducted by the depositor in person; or entrusting others with the letter of authorization and supporting documents for confirming the identity of the depositor and the agent.

- 十三、**更正：**本存戶領用之存摺每頁均有頁次，本存戶不得撕去或自行填寫塗改。存摺上支出存入明細或結存餘額或本存戶查詢所得之餘額如與貴行帳載資料不符時，以貴行帳載之記錄為準。但經核對貴行提出之交易紀錄，確為貴行作業錯誤致發生誤入黃金數量至本存戶黃金存摺帳戶或溢付回售之款項至本存戶與貴行約定入帳之存款帳戶或支票存款帳戶之情事者，並經貴行查證屬實，本存戶同意貴行應即更正之。

Correction: The deposit passbook has a page number on each of the pages. The depositors shall not tear the page off or write the page number by themselves. If the deposit or withdraw details, or the outstanding balance on the passbook are different from the information recorded in the account of the Bank, the records in the account of the Bank shall prevail. However, if it is indeed the case that the Bank has mistakenly deposit the gold into the depositor's gold passbook account or the overpayment of the resale amount to the specified deposit account or checking account of the depositor upon verification of the transaction records by the Bank, the depositor agrees the Bank to correct it immediately.

十四、存摺內所記載單價資料係每筆交易之價格，並不代表帳戶內黃金餘額之價值。
The unit price recorded in the passbook is the price for each transaction and thus it does not represent the value of outstanding balance of the gold in the account.

十五、本帳戶不計算利息。
There will be no interest accumulated in the account.

十六、本帳戶非屬存款保險條例規定之標的，不受中央存款保險公司存款保險保障。
This account is not applicable to the provisions of the Deposit Insurance Act and thus it is not insured by the deposit insurance of the Central Deposit Insurance Corporation.

十七、本帳戶表彰之權利不得轉讓或質押予第三者，且不得向貴行申辦質押借款。
 The rights under this account shall not be transferred or pledged to a third party, and the account **cannot apply for a pledged loan in the Bank.**

十八、美元計價黃金存摺買進交易所扣款之美元存款帳戶，如為外匯綜合存款(含活存、定存及定存質借放款)者，辦理美元計價黃金存摺買進交易時不提供定存質借功能。
 If the USD deposit account for the debit payment of the USD denominated gold passbook is a foreign currency composite deposit (including demand deposit, time deposit, and demand deposit for pledged loan), it does not provide pledged loan option for the purchase in the USD denominated gold passbook.

十九、本存戶辦理黃金存摺各項事宜，如有涉及贈與、繼承及應繳稅捐等情事，悉由本存戶或其繼承人自行申報與負擔。
 If matters such as gift, inheritance and tax payable are involved in the transactions of the gold passbook, the related matters shall be declared and burdened by the depositor or the inheritor.

二十、投資風險：國際黃金價格有漲有跌，投資黃金可能產生本金收益或損失，本存戶自行判斷投資時機並承擔投資風險，最大可能損失為投入之本金。
Investment risks: The international gold price may fluctuate and investment in gold may result in principal gain or loss. The depositor determines the investment opportunity and shall be fully responsible for the investment risks. The depositor shall understand that the maximum loss for the investment is the principal of the investment.

二十一、下列情況發生時，貴行得暫停黃金存摺之各項服務：

The Bank may suspend the service of the gold passbook for the following circumstances:

(一) 如因不可抗力事件、國際黃金市場價格或外匯市場匯率波動激烈時。

If the price in international gold market or the rate in foreign currency exchange market fluctuate rapidly due to force majeure factors or events.

(二) 本存戶之交易指定新臺幣/美元帳戶，如經法院、檢察署或司法警察機關通報為警示帳戶，或經貴行依據「銀行對疑似不法或顯屬異常交易之存款帳戶管理辦法」研判有疑似不法或顯屬異常交易者。

If the specified transaction NTD/USD account of this depositor is notified as a warning account by the court, the prosecutor's office, administration of justice or police, or the Bank suspects the account is involved in illegal or abnormal transaction according to the "Regulations Governing the Deposit Accounts and Suspicious or Unusual Transactions."

(三) 本存戶經金融監督管理委員會函轉外國政府所提供之恐怖分子或團體者，或國際洗錢防制組織認定或追查之恐怖組織者，或其交易指定新臺幣/美元帳戶疑似或有合理理由懷疑與恐怖活動、恐怖組織或資助恐怖主義有關聯者。

The depositor is a terrorist or in a terrorist group identified by a foreign government through the Financial Supervisory Commission, or a terrorist group identified or traced by international anti-money laundering organization, or its specified NTD/USD account is suspected of association with terrorist activities, terrorist organizations or related to the financing of terrorism.

二十二、本存戶與貴行往來期間，如貴行收到法院或行政執行機關對本存戶之黃金存摺帳戶之扣押命令、強制執行、假處分或其他保全處分或有疑似洗錢不法使用之情事時，貴行得逕行終止本約定或依相關命令或裁定辦理；如依強制執行命令須回售黃金存摺帳戶內之黃金時，貴行得逕行依回售當時貴行牌告買入價格辦理回售，並依該命令給付後賣得之價金，如有剩餘金額，貴行應將剩餘金額轉入本存戶於貴行開立之存款帳戶，若本存戶上述帳戶遭凍結無法存入時，貴行得將該剩餘金額存入貴行暫收帳戶，待本存戶依法得領取該款項時再向貴行領取。

During the business transaction period between the depositor and the Bank, if the Bank receives information

such as the attachment order, compulsory execution, provisional injunction, other security injunction, or suspected of money laundering, the Bank may terminate this Agreement or conduct matters in compliance with relevant orders or administrative adjudication. If it is required to resell the gold in the gold passbook account according to the compulsory execution order, the Bank will re-sell the gold at the prevailing purchase gold price of the Bank at the time and follow the order to repay the resale amount. If there is outstanding balance after the repayment, the Bank shall transfer the outstanding balance to the deposit account opened by the depositor in the Bank. However, if the account of the depositor is frozen and cannot receive a deposit, the Bank may deposit the outstanding balance to the Bank's temporary account and deliver the amount to the depositor when the depositor is able to receive the money in compliance with the laws.

二十三、本存戶同意以最近開設存款帳戶或本帳戶之印鑑卡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，倘本存戶之地址變更，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；如本存戶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。貴行對本存戶所為之通知或函件，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。

The depositor agrees to use the mailing address or e-mail address in the most recently opened deposit account or in the specimen of seal impression card as the address for the delivery of all documents and forms. The depositor shall notify the Bank of any mailing address or e-mail address change in writing, or in other agreed manner. If the depositor fails to notify the Bank, the mailing address or e-mail address in the specimen of seal impression card or the last notified address will be used as the address for delivery. The notice or letter from the Bank to the depositor shall be deemed to have been delivered to the address if the mail or e-mail was not returned or rejected during the normal postal period or e-mail retaining period in the Bank.

二十四、本存戶同意本約定書有異動時，貴行應以顯著方式於營業場所或網站公開揭示，本存戶如不同意異動條款時，得終止本約定書或部分服務項目。

The depositor agrees that the Bank may make amendment to the Agreement and make announcement at its business premises or on its website. If the depositor disagrees with the amended clause, the depositor may terminate the Agreement or part of the service items.

二十五、本存戶瞭解並同意貴行有權於其營業目的或其他法令許可範圍內，得依主管機關規定或核准將本約定書有關之各項業務，委託適當之第三人或與其他機構合作辦理，並得將本存戶之個人資料提供第三人為蒐集、處理、利用及國際傳輸，惟該第三人仍應依法保守秘密。

The depositor hereby acknowledges and agrees that the Bank, for business purposes and in accordance with the laws and regulations from the competent authorities, may outsource a third party for internal operating systems and procedures. The depositor further acknowledges and consents that the Bank may disclose information regarding the depositor to any third party in charge of such related business under a strict code of secrecy, and that the Bank may, retain a third party to collect, process, use, and internationally transmit information within the scope and purpose hereof.

二十六、本約定事項如有未盡事宜，悉依中華民國法令辦理。

The provisions, any terms and regulations not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C. and applicable rules and regulations.

二十七、本約定條款之準據法為中華民國法令，本存戶若因本約定條款涉訟時，同意以立約所在地之法院為第一審管轄法院，但法律有專屬管轄規定者，從其規定。

The governing law for the provisions is based on the laws of the R.O.C. The depositor agrees to submit to the jurisdiction of Taipei District Court, Taiwan as the court of first instance in the event of suit over a dispute arising out of the provisions, unless otherwise stipulated by the laws and regulations.

黃金存摺定期定額投資約定條款

Provisions for the regular saving plan investment in gold passbook

一、計價幣別：本存戶辦理定期定額投資買進黃金存入本帳戶，以新臺幣計價之黃金為限。

Denominated currency: The purchase of gold for the dollar-cost averaging investment of the depositor in this account is limited to the gold denominated in NTD.

二、申請：

Application:

(一) 本存戶應填具黃金存摺定期定額投資申請書，委由貴行於投資日自其指定之新臺幣存款帳戶（以下稱指

定帳戶)內扣取投資金額及手續費(以下合稱投資款項)。

The depositor shall fill in a regular saving plan investment application for god passbook and entrusts the Bank to direct debit the investment amount and handling fee (hereinafter referred to as the investment amount) from the NTD deposit account (hereinafter referred to as the specified account) specified by the depositor on the day of the investment.

- (二) 本存戶為自然人或非營利法人時，其指定帳戶應為本存戶本人於貴行開立之新臺幣活期、活期儲蓄、綜合存款帳戶或財富管理帳戶；本存戶為法人或機關團體時，指定帳戶以於貴行開立之新臺幣活期存款或綜合存款帳戶為限。

If the depositor is a natural person or a non-profit legal person, the specified account shall be the NTD demand, demand savings, composite deposit account or wealth management account opened by the depositor; if the depositor is a legal person or an institution, the specified account is limited to the new NTD demand deposit or composite deposit account opened by the depositor in the Bank.

三、買進：

Buy:

- (一) 本存戶得約定每月 6、16、26 日中任一或數日為投資日(遇假日則為次一營業日)，定期定額辦理投資，每次投資金額至少為新臺幣 3,000 元，並應為新臺幣 1,000 元之整倍數。

The depositor may specify one day or more on the 6th, 16th, and 26th day of every month to be the investment day (it will be deferred to the next business day if it is on holidays) for the **regular saving plan** investment; the amount of each investment shall be at least NTD 3,000 and it should be an integral multiple of NTD1,000.

- (二) 本存戶若於投資日或投資日以後始申請定期定額投資者，自下一投資日起開始扣款。

If the depositor applies for the **regular saving plan** investment on the investment day or after the investment day, the investment amount will be debited from the deposit's account from the next investment day.

- (三) 本存戶應於投資日前一營業日於指定帳戶留存足額投資款項(含手續費)，否則視為當次不委託辦理投資。

The deposit shall have sufficient investment amount (including the handling fee) in the specified account one business day before the investment day; otherwise it will be deemed as no entrusted investment at the time.

- (四) 本存戶同意倘投資日指定帳戶同時有數筆款項待扣，而存款餘額不敷時，以貴行執行扣款作業之先後次序為準，本存戶不得指定或有異議。

In the case of insufficient amount in the specified account due to multiple direct debits on the same investment day, the depositor agrees that the order of the debits will be based on the Bank's debit operations and the depositor shall not appoint the order of the debits or have any objections.

- (五) 貴行於扣款作業完成後，將投資金額依當日貴行基本掛牌單位第 1 次掛牌賣出價格買進黃金存入本存戶帳戶。

Upon the completion of the debit operations, the Bank will purchase the gold at the first listed price of the Bank's prevailing price on the day and deposit it into the depositor's account.

- (六) 如有下列情形之一者，貴行於投資日不辦理扣款投資：

Tour bank will not conduct the debit investment on the investment day for one of the following circumstances:

1. 本存戶申請暫停投資：本存戶得申請暫停投資，亦得於其後申請恢復投資。

The depositor applies for investment suspension: The depositor may apply for investment suspension and apply for reinstatement of the investment.

2. 指定帳戶餘額不足：本存戶如未依本條第(三)款規定留存足額投資款項，因而連續 3 次未能辦理投資者，貴行將停止扣款投資，但本存戶得以書面申請恢復投資。

Insufficient balance in the specified account: If the depositor fails to have sufficient investment amount according to Paragraph (3) of this Article for three consecutive times, the Bank will terminate the debit investment; however, the depositor can apply in writing for reinstatement of the investment.

- 四、變更約定條件：本存戶得向貴行申請變更指定帳戶、投資金額或投資日，並自次一投資日起生效。

Amendment to the terms and conditions: The depositor may apply to the Bank for the change of the specified account, investment amount or investment date; the change shall take effect from the next investment day.

- 五、手續費：悉依貴行收費標準計收。本存戶並同意貴行得視業務需要調整收費標準或內容，逕公告於營業處所明顯處或於網站上公開揭示。

Service Fee: It is calculated according to the charging standard of the Bank. The depositor also agrees that the

Bank may make adjustment on the charging standard or content based on its business needs, and the Bank will make announcement at its business premises or on its website.

六、本約定事項如有未盡事宜，悉依中華民國法令辦理。

The provisions, any terms and regulations not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C. and applicable rules and regulations.

捌、財富管理帳戶約定事項

VIII. Provisions for Wealth Management Accounts

一、本帳戶係整合新臺幣綜合存款、外幣綜合存款、黃金存摺及信託帳戶（特定金錢信託）等四種業務於同一帳戶內，存戶得依與貴行約定方式辦理新臺幣、外匯存款之存取、質借、國內外基金之申購、贖回、轉換及黃金存摺業務買入、回售及提領等業務。

This account includes NTD composite deposit, foreign currency composite deposit, gold passbook and trust account (non-discretionary money trust). In accordance with the regulations of the Bank, the depositor can conduct the following transactions: deposit, withdrawal and pledge for NTD and foreign exchange deposits; subscription, redemption, conversion of domestic and foreign funds; purchase, resale and withdrawal business for the gold passbook.

二、本帳戶開戶時，項下之新臺幣綜合存款、外幣綜合存款、黃金存摺及信託帳戶（特定金錢信託）等四項業務，必須同時一次開立，且一律申請聯行代付服務，並由存戶設定共用之交易（即提款、通售）密碼，惟嗣後存戶得申請取消信託帳戶（特定金錢信託）業務之聯行代付服務；開戶時若同時申辦網路銀行轉帳服務，存摺內不同業務間之網路銀行轉帳作業，於開戶時即預設為約定轉出、轉入帳號；本帳戶銷戶時，其項下之四項業務須同時辦理銷戶，需以信託帳戶、黃金存摺及外幣綜合存款等業務均無餘額後，方能辦理新臺幣綜合存款之銷戶。

All of the four businesses under such an account, including NTD composite deposit, foreign currency composite deposit, gold passbook, and trust account (non-discretionary money trust), must be activated when the account is opened. The interbank payment service is also required for the account and the depositor shall set the password for the common transactions (such as withdrawal and general sales); however, the depositor can apply to cancel the interbank payment service for the trust account (non-discretionary money trust). If the transfer service of online banking is also applied at the time when the account is opened, the transfer operations of online banking for different businesses in the account will use the account as the default account for transfer operations. Before the closing of the account, the four businesses under the account will have to be closed at the same time; the NTD composite deposit can be closed only if the trust account, gold passbook and foreign currency composite deposit have no outstanding balances.

三、本帳戶開戶之約定事項，係依貴行新臺幣綜合存款、外幣綜合存款、黃金存摺、信託帳戶及網路銀行服務之相關約定辦理。

The provisions for opening this account shall be in accordance with the relevant provisions for NTD composite deposit, foreign currency composite deposit, gold passbook, trust account and online banking services of the Bank.

四、本帳戶申請以無摺方式開立者，開戶申請人限自然人，其項下各業務應一律申請聯行代付服務、網路銀行轉帳作業及金融卡，各業務間之交易，原則皆應透過自動化服務設備辦理，對帳單之寄發亦一律以電子郵件方式辦理。除存款及買進黃金與基金交易以外，申請無摺帳戶之存戶若有需臨櫃辦理相關業務時，應由存戶本人親自憑身分證明文件（或出具授權書委託他人，營業單位應確認授權事項及代理人身分），填具本行相關業務憑條/單據並簽蓋原留印鑑後依相關規定辦理。

The no-passbook account is limited to natural person only and all businesses under this account shall apply for interbank payment service, transfer operations of online banking, and financial card. The transactions between different businesses under the account shall be based on automated transaction services and the account statement will be sent by email. Except for deposits and purchases of gold and funds, the no-passbook account holder shall present their identity document in person (or a person/agent with a letter of authorization, and the business unit shall verify the matter of authorization and the identity of the person/agent) for business transactions at the branches of the Bank along with a written slip or receipt regarding the business and the seal matching the specimen kept in the Bank's file.

五、其他未盡事宜悉依中華民國相關法令辦理。

Any terms and regulations not mentioned herein shall be governed by the relevant laws and regulations of the R.O.C.

玖、綜合對帳單約定事項

IX. Provisions for Comprehensive Statement

一、綜合對帳單係指貴行依本存戶之身分證(統一編號)歸戶後，提供予本存戶與貴行往來之帳戶總覽(本存戶與貴行另有約定不寄發對帳單者除外)、電子化轉帳交易明細(如網路銀行(含行動網銀)、電話語音及全國繳費非約定 ID+ACCOUNT 轉帳交易)及信託資產報告書暨結算書、投資型保單帳戶價值通知書、理財資訊或貴行金融商品活動訊息及重要訊息等資料。

The comprehensive statement refers to an overview statement of an account based on the national ID card number (unified business number) of the depositor (except for depositors that make an agreement with the bank not to send the statement), including electronic transfer details (such as online banking (including mobile online banking), telephone banking service and e-bill non-designated ID + ACCOUNT transfer transactions), The Trust Asset Report and the Settlement Book, and Notice of Investment-linked Insurance Policy Value, financial management information or information regarding financial products and activities and other important information, etc.

二、綜合對帳單寄發方式分為電子郵件或紙本郵寄，本存戶得擇一向貴行申請辦理寄發。本存戶如申請電子郵件寄發者，貴行將每月寄發電子綜合對帳單；如申請紙本郵寄者，則依法令規範或貴行內部管理需要抽樣寄發。

The depositor has two options for receiving the comprehensive statement, via e-mail or postal mail service. If the depositor applies for e-mail service, the bank will send an electronic copy of comprehensive statement every month. If the depositor applies for a postal mail service, the comprehensive statement will be mailed to the depositor according to the laws and regulations or the internal management requirements of the bank.

三、本存戶同意先行確認留存於貴行綜合對帳單之寄發地址或電子郵件信箱之正確性，並於變更時立即通知貴行。如因未及時通知貴行變更寄發地址或電子郵件信箱而產生之損害，應由本存戶自行負責，概與貴行無涉。

The depositor agrees to verify the mailing address or e-mail address recorded in the bank for comprehensive statement and the depositor shall immediately notify the bank upon any changes. Any loss due to failure to notify the bank of the change in mailing address or e-mail address, the depositor shall be fully responsible and the Bank shall not be liable for the matter.

四、本存戶收到綜合對帳單後應即核對內容。本存戶核對後如認為綜合對帳單所載之交易內容有錯誤時，應於收受之日起十日內以書面或其他雙方約定之方式通知貴行查明。

The depositor shall check the contents after receiving the comprehensive statement. If the depositor considers that there is any error in the transaction content contained in the comprehensive statement, the depositor shall notify the Bank in writing within 10 days from the date of receipt of the statement.

五、如有下列情形之一，貴行得暫停提供綜合對帳單服務，並視情況採取必要之補救措施：

For any of the following circumstances, the bank may temporarily suspend comprehensive statement service and take necessary response measures:

(一)發生天災等外力不可抗拒之因素。

Force majeure factors such as a natural disaster.

(二)發生突發性電子通訊設備或資訊軟硬體設備故障時。

An unexpected sudden malfunctions of the electronic communication device or information software/hardware device.

六、本存戶使用電子綜合對帳單服務所生之損害，除係因可歸責於貴行所致者外，貴行不負賠償責任。

Any loss or damage of the depositor caused by using the electronic comprehensive statement service shall not be liable for compensation except for the causes attributable to the bank.

七、本存戶同意貴行得將綜合對帳單相關作業，委任第三人辦理；若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，另行寄發。

The depositor agrees that the Bank may entrust a third party for the relevant operations of the comprehensive statement. If the comprehensive statement service is delayed or suspended due to force majeure factors, the Bank shall continue to provide the service after the force majeure incident.

附表：

Annex

存匯款業務各項服務手續費收費標準表

Table of Service Charges for Deposit and Remittance Services

編號 No.	服務項目 Services	摘要 Description	收費金額 Charge amount	備註 Remarks
1	領用空白票據 Apply for blank Check	支存三個月平均存款餘額達五萬元以上(或其活期性存款平均存款餘額達十萬元以上)者，得免收。 Those with an average of three-month deposit balance of more than NTD 50,000 or more (or an average demand deposit of more than NTD100,000), the charge will be waived.	每張 5 元 NTD5 each	
		對於使用票據有不正常現象之客戶，除應嚴格控管領用票據外，為反應成本，酌收工本費。 The customers who use the check improperly will be controlled on their use of checks with additional charges.	每張 20 元 NTD20 each	
		為瞭解客戶使用票據情形，本行對於請領空白票據之客戶須辦理第一類票據信用查詢並收取查詢費。 To understand customers' use condition of checks, the Bank will conduct type one of checking account credibility on customers who apply for a blank check and charge the inquiry fee.	每份 100 元 NTD100 each	左列收費含支付票交所 90 元費用 The charge in the left column includes a payment of NTD90 to the Clearing House.
2	票據掛失止付 Loss of Checks/Stop Payment	以發票人名義申請 Apply in the name of the drawer	每張 100 元 NTD100 each	左列收費含支付票交所 50 元費用 The charge in the left column includes a payment of NTD50 to the Clearing House.
		非發票人名義申請 Apply not in the name of the drawer	每張 200 元 NTD200 each	
3	申請票據撤銷付款委託 Application for withdrawal of check payment authorization		每張 150 元 NTD150 each	左列收費含支付票交所 50 元費用 The charge in the left column includes a payment of NTD50 to the Clearing House.
4	註銷票據撤銷付款委託 Cancellation of withdrawal of check payment authorization		每張 150 元 NTD150 each	左列收費含支付票交所 50 元費用 The charge in the left column includes a payment of NTD50 to the Clearing House.
5	拒往、結清銷戶後申請兌付票據 Application for withdrawal of check which account is closed or dishonored		每張 200 元 NTD200 each	

6	申請票據信用查詢 Application for checking account credibility enquiry	第一類票據信用查詢 Type 1 of checking account credibility enquiry	每份 100 元(申請一份以上，每份加收 20 元) NTD100 for one (NTD20 for each additional one)	左列收費含支付票交所(契約戶) 90 元/180 元 The charge in the left column includes a payment of NTD90/180 (contractor) to the Clearing House.
		第二類票據信用查詢 Type 2 of checking account credibility enquiry	每份 200 元(申請一份以上，每份加收 20 元) NTD200 for one (NTD20 for each additional one)	
7	存款不足退票違約金 Dishonored Check penalty for Insufficient deposit refund		每張 200 元 NTD200 each	左列收費含支付票交所 150 元費用 The charge in the left column includes a payment of NTD150 to the Clearing House.
8	申請註銷退票紀錄 Application for cancellation of dishonored check record		每張 150 元 NTD150 each	左列收費含支付票交所 112 元費用 The charge in the left column includes a payment of NTD112 to the Clearing House.
9	單摺、金融卡掛失補發印鑑掛失(更換) Passbook/ATM card/Seal loss report and replacement	補發單摺、金融卡每本(張) 100 元 印鑑掛失(更換) 每次 100 元 如同時申請存摺補發及更換印鑑兩項者收取 100 元 Reissuance of Passbook and ATM card:TWD\$100 per change.Loss Replacement for Seal: TWD\$100 per change.Loss Replacement for both passbook and Seal: TWD\$100 per change.	每本(張、次)100 元 NTD100 per change	
10	存摺工本費 Passbook fee	開戶未滿三個月結清銷戶 Close Account within 3 months after account opening.	每一帳戶 100 元 NTD100 each account	
11	申請存款餘(存)額證明或其他證明文件 Application for balance Certificate or other certificate		每份 50 元(申請一份以上，每份加收 20 元) NTD50 for one (NTD20 for each additional one)	
12	定存單設定質權予第三人 Deposit certificate pledged to the third party		每筆存單 100 元 NTD100 each certificate	
13	申請歷史交易明細資料 Application for historical transaction details	影印傳票：當年度 100 元/每張；非當年度 200 元/每張。須赴倉庫調閱者，另依所需人力、印製費或車資等成本加收最低每趟 200 元。 Copy of Historical Details e.g. Deposit Withdrawal Slip, Remittances, Check images etc.:TWD\$100 per copy for cureent year. If documents are in storage outside the Bank, actual costs occurred will be charged besides the above fees, minimum TWD\$200 per trip.	收費方式詳如左列說明 The details of charges are listed in the left column.	

		<p>※每一帳號視為一份。</p> <p>Historical Transaction Details Charged by account.</p> <p>1.列印 15 年內往來明細資料，頁數\leq20 頁者，100 元/份，頁數$>$20 頁者，每增加 1 頁加收 5 元。</p> <p>Details within 15 years :</p> <p>For pages \leq20 : TWD\$100 per account.</p> <p>For pages $>$20 : TWD\$5 every additional page.</p> <p>2.列印逾 15 年往來明細資料，頁數\leq20 頁者，200 元/每份，頁數$>$20 頁者，每增加 1 頁加收 5 元。</p> <p>Details beyond the 15 years :</p> <p>For pages \leq20 : TWD\$200 per account.</p> <p>For pages $>$20 : TWD\$5 every additional page.</p> <p>3.須赴倉庫調閱者，另依所需人力、印製費或車資等成本加收最低每趟 200 元。</p> <p>Copy of Historical Details e.g. Deposit Withdrawal Slip, Remittances, Check images etc.:TWD\$100 per copy for cureent year. If documents are in storage outside the Bank, actual costs occurred will be charged besides the above fees, minimum TWD\$200 per trip.</p>		
14	國內匯款 Domestic Remittance(Local Currency)	<p>票匯不限金額每筆手續費三十元</p> <p>Draft Remittance:TWD\$30/each regardless of the amount</p>	每筆 30 元 NTD30 each	左列收費含支付 財金公司費用 The charge in the left column includes a payment to the financial company
		<p>匯款人非本行存戶之現金匯款每筆在新台幣二百萬元以下者，收取匯款手續費 100 元，超過二百萬元者，每增加一百萬元加收 50 元(未滿一百萬元者以一百萬元計算)；匯款人為本行存戶者則依轉帳匯款收費標準計收。</p> <p>If the remitter is not a depositor of the bank: NTD100 for cash remittance under NTD2 million; an additional fee of NTD50 will be added for every additional remittance amount of NTD1 million (less than NTD1 million, the fee will be calculated as NTD1 million). If the remitter is a depositor of the bank: the charge is as below.</p>	每筆 100 元 加收 50 元 NTD100 each; Additional fee of NTD50.	
		<p>轉帳匯款每筆在二百萬元以下者，收取匯款手續費 30 元；超過二百萬元者，每增加一百萬元加收 10 元(未滿一百萬元者以一百萬元計算)</p> <p>Each transaction is NTD30 for transfer amount of NTD2 million or less; an additional transaction fee of NTD10 will be added for every additional transfer amount of NTD1 million (less than NTD1 million, the fee will be calculated as NTD1 million).</p>	每筆 30 元 加收 10 元 NTD30 each; Additional fee of NTD10.	
15	代收票據 Check Collections	<p>保管「未到期票據」及「外埠票據」</p> <p>Post-dated Check and Check collection for other clearing houses</p>	每張 5 元 NTD5 each	左列收費含支付 票交所 50 元費用 The charge in the left column includes a payment of NTD50 to the Clearing House.
		<p>撤票</p> <p>Withdrawal</p>	每張 50 元 NTD50 each	
16	支票存款 Check Account	<p>發票人申請聯行代理付款者，由發票人支付手續費</p> <p>The drawer who applies for the interbank agent payment, has to pay the handling fee.</p>	每張 30 元 NTD30 each	
17	申請本行支票 Issuance of	<p>存戶持取款憑條來行申請簽發本行支票</p> <p>The depositor applies for the issuance of the cashier</p>	每張 30 元 NTD30 each	

	Cashier Order	order with a withdrawal slip at the bank.		
		申請更改受款人名稱 Application to change the name of the payee	每張 30 元 NTD30 each	
18	申請台支 Application for Bank of Taiwan Check.	簽發金額未達一百萬元 The issued amount is less than NTD1 million	每張 430 元 NTD430 each	左列收費含支付 臺灣銀行 400/200 元費用 The charge in the left column includes a payment of NTD 400/200 to the Bank of Taiwan.
		簽發金額達新台幣一百萬元以上 The issued amount is NTD1 million or more	每張 230 元 NTD230 each	
19	至聯行臨櫃辦理 變更存摺提款密 碼 Change the passbook withdrawal password at the branch other than the account opening branch	於原開戶單位變更者免收 Free at the original account opening branch	每次 50 元 NTD50 each time	
20	依執行命令繳付 已扣押債務人存 款之款項 Debt payment of the attachment debtor in accordance with an court order	限 101.12.31 前已扣押案件 (含開立本行支票工本 費、郵電費及其他作業成本)。102 年 1 月 1 日起之 扣押案件, 依「中華民國銀行公會會員機構辦理公 務機關查詢及解繳扣押款收費作業要點」辦理。 The attachment case before 2012.12.31 (including the handling fee of issuing the Bank's check, postage and other operating costs). The case of attachment from January 1, 2013 shall be conducted according to the regulations for the costs of inquiries and public authorities' attachment case conducted by the Member of the ROC Banking Association.	每張 150 元 NTD150 each	左列收費含郵寄 費用 The charge in the left column includes the postage.
21	晶片金融卡密碼 重設/解鎖 ATM Card PIN Reset		每次 50 元 NTD50 each time	
22	黃金存摺臨櫃開 戶 Gold Account Opening		每戶 100 元 NTD100 each account	
23	黃金存摺轉帳 Gold Account Transfer	新臺幣計價： 依轉帳數量計算，每 1 公克 3 元，最低 100 元，最 高 2,000 元，轉出及轉入帳戶為同一人 (同一身分 證字號) 時，免收轉帳手續費。 NTD denominated: According to the transfer amount, NTD3 per gram, with a minimum charge of NTD100 and a maximum charge of NTD2,000 ; if the outbound transfer account under the same person (same ID card number), the charge will be waived.	每次 100~2,000 元 NTD100~2,000 each time	
		美元計價： 依轉帳數量計算，每 1 英兩 3 美元，最低 10 美元， 最高 200 美元，轉出及轉入帳戶為同一人 (同一身 分證字號) 時，免收轉帳手續費。 USD denominated: According to the transfer amount, USD3 per ounce, with a minimum charge of USD10 and a maximum charge of USD2,00; if the outbound transfer account	每次 10~200 美元 USD10~200 each time	

		under the same person (same ID card number), the fee will be waived.		
24	黃金存摺定期定額投資扣款 Gold Passbook Dollar-Cost Averaging Investment Debit Deduction	臨櫃約定扣帳金額及手續費 100 元足以扣帳時，視為扣帳成功，並收取 100 元；網路銀行約定扣帳金額及手續費 50 元足以扣帳時，視為扣帳成功，並收取 50 元。若扣帳金額或手續費不足時，視為扣帳失敗，免收扣款手續費。 When the deposit balance is enough for the debit amount and handling fee of NTD100 at the bank, it is deemed as a successful debit with a charge of NTD100; when the deposit balance is enough for the debit amount and handling fee of NTD50 at online banking, it is deemed as a successful debit with a charge of NTD50; if the deposit balance is not enough for the debit amount and handling fee, it is deemed as a failure transaction and there is no handling fee.	每次 100 元 NTD100 each time	
25	黃金存摺定期定額變更投資金額、變更指定帳戶、變更投資日 Changes in the Amount/Specified Account/Specified Deduction Day of Dollar-Cost Averaging Investment in Gold.	臨櫃每次申請任一項或數項收取 100 元，網路銀行申請免收手續費。 NTD100 for the amendment conducted at the bank; the amendment conducted via online banking is free of charge.	每次 100 元 NTD100 each time	
26	黃金存摺補發、更換印鑑 Gold passbook/seal lost report and replacement	每一項各收取 100 元；同時申請兩項收取 100 元。 NTD100 each time; Loss Replacement for both passbook and Seal: TWD\$100 per change	每次 100 元 NTD100 each time	
27	黃金存摺客戶申請查詢歷史交易資料明細 Gold passbook customer's application of historical transaction details		每份 50 元 NTD50 each	
28	集中保管有價證券提存法院作業處理服務費 Service charge for Certificates of Properties lodged at courts in Custody.	提存人辦理提存法院轉帳作業，每次計收新台幣 1000 元 The transfer of property lodged at courts will be charged NTD1,000 each time.	每次 1000 元 NTD1000 each time	

合作金庫商業銀行外匯匯兌業務收費標準

Service Charges for Foreign Exchange and Remittance Services of the Taiwan Cooperative Bank

業務項目 Business		收費標準 Fees	備註說明 Remarks
匯出匯款（網銀） Outward remittance (online banking)	一般電匯 General Remittance	手續費 Service charges	※以全額匯出者，每筆另外加收國外費用，費用與臨櫃辦理相同。 ※For each full payment transaction, there will be an additional foreign bank charge at the same amount of at-the-counter service per transaction.
		郵電費 Postage and telecommunications charges	
匯出匯款（臨櫃） Outward remittance (via a bank teller at the bank)	手續費 Service charges	一般匯出匯款 General outward remittance	每筆按 0.05% 計收； 最低 NTD200，最高 NTD800。 0.05% of the remittance amount, with a minimum charge of NTD200 and a maximum charge of NTD800.
			1. 匯往本行 OBU 案件：手續費同左，免收郵電費。 Remitted to the Bank's OBU: the fee is the same as on the left, and it is free of postage. 2. 以外幣現鈔匯出者，另按買入即期匯率與買入現鈔匯率之差額計收手續費，最低 NTD100。 For outward remittances with foreign currency cash, an additional service charge will be applied equivalent to the difference between the spot buying exchange rate and the cash buying exchange rate, with a minimum of NTD100 per transaction. 3. 以全額匯出者，每筆另外加收國外費用。 If it is a full remittance, there is

				an additional foreign service charge.
		改匯/退匯/匯票掛失 Amendment/Refund/Lost Draft	1. 每筆 NTD30。 NTD300 each. 2. 國外銀行費用：按國外銀行實際收取之費用補收。 Foreign bank fees: Will be charged as an amount equivalent to the actual amount of charges by the foreign bank.	
	郵電費 Postage and telecommunications charges	一般匯出匯款 General outward remittance	電報費：每通 NTD300。 Telegram fee: NTD300 each.	
		改匯/退匯/匯票掛失 Amendment/Refund/Lost Draft	郵費：每筆 NTD300。 Postage: NTD300 each.	
		查詢 Enquiry		國外銀行費用：按國外銀行實際收取之費用補收。 Foreign bank fees: Will be charged as an amount equivalent to the actual amount of charges by the foreign bank.
匯入匯款(網銀) Inward remittance (online banking)	手續費 Service charges		每筆按 0.025% 計收，最低 NTD130，最高 NTD600。 0.025% of the remittance amount, per transaction with a minimum charge of NTD130 and a maximum charge of NTD600.	
匯入匯款(臨櫃) Inward remittance (via a bank teller at the bank)	手續費 Service charges	一般匯入匯款 General inward remittance	每筆按 0.05% 計收；最低 NTD200，最高 NTD800。 0.05% of the remittance amount per transaction, with a minimum charge of NTD200 and a maximum charge of NTD800.	※ 提領外幣現鈔者，按賣出即期匯率與賣出現鈔匯率之差額計收手續費，最低 NTD100。 ※ For a cash withdrawal in foreign currency, an additional handling charge will be applied equivalent to the difference between

				the spot selling exchange rate and the cash selling exchange rate, with a minimum of NTD100 per transaction.
	電報費 Telegram fee:	查詢 Enquiry	NTD300 each.	國外銀行費用：按國外銀行實際收取之費用補收。 Foreign bank charge: Will be charged as an amount equivalent to the actual amount of charges by the foreign bank.
外幣現鈔 Foreign currency in cash	結購 Purchase settlement	手續費 Service charges	非本行客戶：每筆 NTD100。 Non-client: NTD100 per transaction.	
	結售 Sale settlement	手續費 Service charges	1. 本行賣出者：免收(以買賣水單為憑)。 Sale by the Bank: Free of charge (based on the purchase and sale slips). 2. 非本行賣出者：每筆按 0.5% 計收，最低 NTD100。 Not sale by the Bank: 0.5% of the transaction amount, with a minimum charge of NTD100.	
	現鈔託收 Cash collection	手續費 Service charges	每 1 等值美元計收 NTD0.3，最低 NTD100。 Service charges of NTD0.3 per 1 USD equivalent, with a minimum of NTD100.	
業務項目 Business	收費標準 Fees		備註說明 Remarks	
旅行支票 Traveler's check	結購手續費 Purchase settlement fee	美元及歐元 ：每筆按 0.05% 計收，最低 NTD100，最高 NTD800。 USD and EUR : 0.05% per transaction, with a minimum of NTD100 and a maximum of NTD800.	※ 以外幣現鈔購買者，另按買入即期匯率與買入現鈔匯率之差額計收手續費，最低 NTD100。 ※ For a purchase with foreign	

			currency cash, an additional handling charge will be applied equivalent to the difference between the spot buying exchange rate and cash buying exchange rate, with a minimum of NTD100 per transaction.
外匯存款 Foreign exchange deposit	手續費 Service charges	<p>1.新臺幣結購存入、提領結售：免收。 NTD deposit of purchase settlement, withdrawal of sale settlement: free of charge.</p> <p>2.外幣現鈔存入、提領：按買賣即期匯率與買賣現鈔匯率差額計收手續費，最低NTD100。 Deposit and withdrawal of foreign currency in cash: The difference between the spot buying/selling exchange rate and the cash buying/selling exchange rate, with a minimum of NTD100 each transaction.</p> <p>3.存摺摺及印鑑掛失補發(更換)、存摺工本費、存款餘額證明或其他文件、會計師函證：比照本行新臺幣「存匯款業務各項服務手續費收費標準表」計收。 Re-issuance of passbook due to loss of passbook and seal (replacement), passbook fee, proof of deposit, or other documents, accountant's letter of credit: According to the Bank's "Table of Service Charges for Deposit and Remittance Services."</p>	
	聯行存款/轉讓手續費 Inter-branch deposit/transfer fee	<p>1.存入本人帳戶：免收。 Deposit into an account under the same name: Free of charge.</p> <p>2.存入非本人帳戶(轉讓)：每筆NTD100。 Deposit into an account not under the same name (transfer): NTD100 per transaction.</p>	
光票買入/託收 (含旅支) Negotiation/Collection Of Clean Bills (including traveler's check)	手續費 Service charges	<p>1.按 0.05% 計收，最低 NTD200，最高 NTD800。 0.05% per transaction, with a minimum of NTD200 and a maximum of NTD800.</p> <p>2.代收國內付款之外幣票據每筆收手續費 NTD200。 Domestic payment collection of foreign currency bills has a handling fee of NTD200.</p>	<p>※提領外幣現鈔者，按賣出即期匯率與賣出現鈔匯率之差額計收手續費，最低NTD100。</p> <p>※For a cash withdrawal in foreign currency, an additional handling charge will be applied equivalent to the difference between the spot selling exchange rate and the cash selling exchange rate, with a minimum of</p>

			NTD100 per transaction.
買匯息 Purchase interest	<p>1. 美日港星為付款地之通用貨幣：按本行掛牌各該幣別之放款利率計收 12 天利息，最低 NTD100。 For payment place in US, Japan, Hong Kong and Singapore: 12 days of interest will be charged according to the Bank's prevailing loan rate, with a minimum of NTD100.</p> <p>2. 其他地區及非付款地之通用貨幣：按本行掛牌各該幣別之放款利率計收 21 天利息，最低 NTD100。 For other regional and non-payment places: 21 days of interest will be charged according to the Bank's prevailing loan rate, with a minimum of NTD100.</p> <p>3. 銷帳時應依實際入帳天數核實補收差額。 The difference from the actual billing days shall be paid at settlement.</p>	<p>※ 國外費用按國外代收銀行/或國外付款銀行實際收取之費用扣取。</p> <p>※ The foreign bank fee is based on the actual fee collected by foreign collection banks or foreign payment banks.</p>	
郵費 Postage	<p>每張 NTD300，惟旅行支票超逾 1 張以上，每增加 1 張，加收 NTD60。 NTD300 each; however, if there are more than one traveler's checks, each additional one costs NTD60.</p>		

以上為本行國外匯兌業務主要收費概況，如需辦理進、出口業務或須進一步瞭解其他詳細收費情形，請洽本行各營業單位外匯櫃台。

The above is an overview of charges for foreign exchange business of the Bank. Please contact the foreign exchange counter at the business premises of the bank for the fees required in your import/export businesses or the detailed charges.