

帳戶及服務條款

TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

Version 1.0
12 Apr 2011

1. 本條款

存戶開立及(或)維持本行帳戶並使用本行提供之服務時,即同意受本條款約束。存戶於本行開戶或使用本行服務前(含),應詳閱本條款。本條款適用存戶於本行目前申請開立之帳戶、已開立且目前仍維持之帳戶,以及將來開立或開設之帳戶,不論屬個別或聯名帳戶。本條款亦適用本行提供之服務。

本行可能就部份帳戶和(或)服務隨時訂定特定條款(下稱「特定條款」),該等條款應連同本條款詳閱之,並視為本條款之一部份。本條款與特定條款有不符之處時,以特定條款為準。本行將依下列第28條規定之方式將特定條款通知存戶。

1. These Conditions

In opening and/or maintaining any Account with the Bank and by utilising any Service provided by the Bank, the Customer agrees to be bound by these Conditions. The Customer should read these Conditions carefully before or upon opening any Account with the Bank or utilizing any Service provided by the Bank.

These Conditions shall apply to and govern Account(s) currently requested for, all Accounts opened and currently maintained, as well as all Accounts subsequently opened or established with the Bank, whether the Account is a single or joint account, and all Services provided by the Bank.

Specific terms and conditions ("Specific Terms") may be prescribed by the Bank from time to time in respect of certain Account and/or Services and shall be read together with these Conditions and shall be considered an integral part of these Conditions. In the event of inconsistencies between these Conditions and the Specific Terms, the Specific Terms shall prevail. Such Specific Terms will be made known to the Customer in accordance with the manner set out in Clause 28 below.

2. 存款

2.1 各類帳戶之最低開戶存款金額及最低餘額,如本條款附錄1至4特定條款之規定,本行得隨時通知存戶修改特定條款,修改版本於存戶接獲通知後即生效。

2.2 存款僅得依本行規定之方式存放本行。所有存款,尤其外幣現金存款,皆須經過驗鈔後為之。

2.3 本行得隨時不具理由拒絕任何幣別之支票、現金或金融票據之存入(包括但不限於)受款人姓名或名稱與存戶不相同等情形)。

2.4 存入本行之支票(包括保付支票)、匯票及其他票據,須待本行收到已結算妥當之有關款項後,始得提款。如該等支票、匯票及票據遭拒付,本行有權自帳戶扣除相關金額。如本行就該等支票、匯票及票據所收受之款項少於存入帳戶之金額,本行得更正存入帳戶之金額。

2.5 本行僅以託收代理之身分收取存入之支票。如本行無過失或故意之行為,則本行因支票清算或託收之國家之付款限制或法規規定,或往來或付款銀行、金融機構、代理人或複代理人之罷工、違約、疏忽或無法償還等情事,或本行控制範圍以外之原因或其他原因,而無法辦理託收,致存戶遭受不給付或損失時,本行概不負責。被退之支票將退回存戶並由其承擔該項風險及費用。

2.6 如往來付款銀行、金融機構、代理人或複代理以何原因(不論遭爭執與否)為由,包括(但不限於)支票、匯票、電匯或其他付款指示或票據屬無效或記載不實,或其金額之一部或全部實際或可能遭他人請求還款或退款等其他任何事由,而請求退還或償付存入帳戶之金額時,縱本行已收受相關款項,本行仍有權自帳戶扣除該存入金額。

2.7 為避免疑義,本條款第2條規定適用以任何方式存入本行之存款,不論其係於本行分行櫃檯或利用本行提供之任何服務所存入者。

2.8 除經本行事先之書面同意外,存款不得移轉、轉讓、設定質權或抵押權或其他權利負擔,或擔保予本行以外之其他人。

2.9 本行僅於本行明確同意之情況下,始應就帳戶餘額支付利息。利息按本行營業廳廣告之利率及基準計算,但帳戶之每日餘額不得低於本行規定計付利息所需維持之最低帳戶餘額。利息得依本行訂定之任一日期存入帳戶。

2.10 如本行未於本行訂定之截止時間前收到帳戶匯入款(不論新台幣或其他幣別)之付款通知,則該筆匯款即無法於當日存入帳戶,且該筆匯款未確實存入帳戶前,概不計息。

2. Deposits

2.1 The minimum initial deposit amount and minimum balance for each type of Account are set out in the Specific Terms attached hereto as Appendices 1 to 4 which may be amended from time to time by the Bank by a notice to the Customer. Any amendment will take effect upon receipt of such notice by the Customer.

2.2 Deposits may only be placed with the Bank in such manner as may be determined by the Bank from time to time. All deposits, in particular cash deposits in foreign currency notes, are subject to verification.

2.3 The Bank may at any time without giving any reason refuse to accept any cheque, cash or financial instrument in any currency for deposit (including without limitation in cases where the payee's name is not identical to the name of the Customer).

2.4 Funds represented by cheques (including marked cheques), drafts and all other instruments deposited with the Bank shall not be available for withdrawal until the proceeds thereof have been received by the Bank in cleared funds. The Bank reserves the right to debit such credited amount from the Account if the cheques, drafts and such other instruments are dishonoured, or to revise the amount credited into the Account in the event that the payment received by the Bank on such cheques, drafts and such other instruments is less than the amount credited into the Account.

2.5 All cheques deposited are received by the Bank solely as agent for collection and in the absence of negligence or wilful default on the part of the Bank, the Bank assumes no responsibility for any non-payment or losses to the Customer resulting from any inability on the Bank's part to collect, whether resulting from any payment restriction or any law or regulation of any country in which the cheques are cleared/ or collected, or any strikes, or any default, neglect or insolvency of any correspondent or paying bank or financial institution or any agent or sub-agent, or any cause(s) beyond the Bank's control, or otherwise. Dishonoured cheques may be returned by post to the Customer at his risk and expense.

2.6 The Bank reserves the right to debit any credited amount from the Account even after the Bank receives payment, if the corresponding paying bank, financial institution or any agent and sub-agent should at any time claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment instruction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment instruction or instrument or any part thereof being subject to an actual or potential claim for repayment or refund by any party.

2.7 For the avoidance of doubt, this Clause 2 shall apply to deposits placed with the Bank by any means, whether over the counter at the Bank branches or through the use of any Services as may be made available by the Bank from time to time.

2.8 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way of security to any party except in favour of the Bank or with the Bank's prior written consent.

2.9 The Bank shall pay interest on credit balance on an Account only where the Bank has expressly agreed to do so. Interest will be calculated at such rate and on such basis as provided in the form of a notice in the banking halls of the Bank from time to time, provided that the daily balance of the Account does not fall below such minimum balance as the Bank may require from time to time to be maintained in the Account to qualify for payment of interest. Such interest may be credited to the Account on any day of a calendar month as the Bank may determine from time to time.

2.10 An inward remittance (whether in New Taiwan Dollar or in any other currencies) to the Account may not be credited to the Account on the same day if the related payment advice is not received by the Bank before the cut-off time set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

3. 提款

- 3.1 存戶自任何種類之帳戶提款時，僅得以本行接受之支票或取款指示為之。為避免疑義，本行得依下列第28條規定通知存戶後，隨時變更或終止任何取款模式或方式。本行兌現之支票應以本行同意及各帳戶登記之格式為準。本行有權拒絕兌付以其他格式或以未就該帳戶登記之格式簽發之支票。
- 3.2 存戶應對其向本行發出提領帳戶款項之指示負責，不論該帳戶存有餘額與否，除另有明確之相反約定外，如帳戶存款不足，本行不負辦理取款指示之義務。本行若於帳戶存款不足之情況下仍決定准予取款，本行得不經取得存戶事先同意或事先通知存戶即逕行為之，存戶應支付因之所生之透支款項及利息與費用，本行行使該項權利後，將即時通知存戶。
- 3.3 本行基於任何指示所為之下列行為，包括：
- (1) 外觀上可認為與存戶或授權人員相似之簽名之支票或其他金融票據或取款單或適當表格，及(或)
 - (2) 外觀上可認為與存戶於本行留存之授權相符之其他形式之存戶授權，
- 以上對存戶皆屬有效且具拘束力之行為，並完全解除及免除本行對存戶和(或)其他人之任何責任，縱該等簽名、授權或指示可能屬偽造，以詐欺方式取得或未經授權。
- 3.4 除存戶或授權人員出示其身分證、護照或其他為本行接受之身分證明外，本行於不損及第3.3條規定之情況下，得拒絕辦理任何指示。
- 3.5 除本行另行同意外，以新台幣以外之幣別提領之款項，僅得以電匯或電子轉帳方式，轉入本行接受之帳戶，或以本行開出、經本行選定之銀行匯票支付。
- 3.6 轉帳指令經向本行發出後，除本行另行同意外，本行概不接受存戶取消、撤回或修改其指令。
- 3.7 如本行接獲超過單一取款指示且取款總額超出存戶帳戶之餘額者，本行有權自由選定其將辦理之指示，不受該等指示之所發出之日期或收受時間之限制。
- 3.8 存戶同意，轉帳時應完全由其承擔各方面之風險，且本行倘無故意或過失，對傳送訊息過程或自郵件、電報、有線電報、無線電報、電報技術或電傳公司、網路提供者或本行、本行之往來銀行、代理、複代理或上述之員工之誤解所生，或本行所無法控制之原因造成之毀損、中斷、遺漏、誤差、疏忽、違約、錯誤或延誤，概不負責。
- 3.9 本行有權以相同幣別、不同幣別或混合幣別，按下列方式償付存戶所有存款連同任何累計利息：
- (1) 按該帳戶之幣別以現金支付之；
 - (2) 向存戶開立本行簽發、由任何國家任何銀行以規定之幣別付款之支票，並向存戶收取本行所規定之服務費；
 - (3) 按本行當時之匯率轉換為新台幣後，以現金或本行之本票支付，並向存戶收取本行所規定之服務費；或
 - (4) 以上任何方式之組合。
- 3.10 本行有權(但無義務)行使客戶帳戶存款之貨幣兌換，以清償目前或將來為存戶完成交易時所生之相關負債或本行對存戶之債務，其兌換費用由存戶負擔。
- 3.11 對於下列原因所造成支票之仿造、毀損、變造和(或)偽造，本行於不損及第25.1條規定之情況下，不負責付款：使用可擦墨水、筆、打字機或其他具有內置擦除或其他功能之設備；使用支票機或郵戳機；該仿造、變造和(或)偽造不易察覺；因存戶之作為或不作為，致促使該支票之變造或偽造或仿造或毀損支票之使用。
- 3.12 本行得將支票標示為「保證付款」交付其他銀行，支票經標示「保證付款」後，其金額應立即自帳戶扣除，付款作業即不得中止。本行有權但無義務代存戶向付款行提示支票保付。

3. Withdrawals

- 3.1 Withdrawals from each type of Account may only be made by cheques or withdrawal Instructions satisfactory to the Bank, as the case may be. For the avoidance of doubt, any particular mode or manner of withdrawal may be changed or terminated by the Bank at any time, upon notice to the Customer in accordance with Clause 28 below. Cheques drawn on the Bank shall be on the forms approved by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account.
- 3.2 With respect to withdrawals from each Account made with withdrawal Instructions to the Bank, the Customer shall be liable for all such Instructions irrespective of whether the relevant Account is in credit or otherwise. However, in the absence of any express agreement to the contrary, the Bank is not bound to honour any withdrawal instruction if there are insufficient funds in the Account. If the Bank shall decide to permit a withdrawal notwithstanding the insufficiency of funds in the relevant Account, the Bank may do so without seeking the Customer's prior approval or giving prior notice to the Customer. The Customer shall pay to the Bank the resulting overdraft and all interest and charges incurred and the Bank will inform the Customer promptly after exercising such right.
- 3.3 Any action taken by the Bank on the basis of any Instruction, including:
- (a) a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on the face of it appear to be similar to that of the Customer or an Authorised Person; and/or
 - (b) other form of authorization of the Customer which on the face of it appears to conform with the authorization registered with the Bank;
- shall be effective and valid and binding on the Customer, and shall completely discharge and absolve the Bank from any liability to the Customer and/or other parties, notwithstanding that the signature(s), or authorization(s) or Instruction(s) may have been forged or obtained fraudulently or without authority.
- 3.4 Without prejudice to Clause 3.3, the Bank may refuse to act on any Instruction unless the Customer or the Authorised Person produces his identity card, passport or other evidence of identity satisfactory to the Bank.
- 3.5 Withdrawal in a currency other than New Taiwan Dollar shall, unless the Bank otherwise agrees, only be payable by means of cable payments or by telegraphic or electronic transfer to an account acceptable to the Bank, or by issuing drafts on a bank selected by the Bank.
- 3.6 Once a transfer order has been delivered to the Bank no subsequent request by the Customer for cancellation, withdrawal or amendment of the order will be accepted unless the Bank in its discretion agrees otherwise.
- 3.7 In the event that the Bank receives more than one Instruction for the withdrawal of funds which in aggregate would exceed the amount standing to the credit of the Customer's Account, the Bank shall be entitled at its absolute discretion to select which Instructions shall be executed, without reference to the date of dispatch or time of receipt of such Instructions.
- 3.8 The Customer agrees that in respect of a transfer of funds, such funds are sent entirely at the sole risk of the Customer in every respect and the Bank shall not, in the absence of negligence or wilful default on the part of the Bank, be liable for any mutilation, interruption, omission, error, neglect, default, mistake or delay which may occur in the transmission of any message or arise from misinterpretation by any mail, telegram, cablegram, wireless, telegraphy or telex company, internet service provider or by the Bank, the Bank's correspondent, agent or sub-agent or any employee of the aforesaid or through any other cause beyond the Bank's control.
- 3.9 The Bank is entitled to repay the Customer in full satisfaction of the Customer's deposit or any part thereof together with any accrued interest thereon in any of the following manner, either in the same currency or different currency or in any combination of currencies:
- (a) by cash in the currency of the relevant Account;
 - (b) by issuing to the Customer a cheque drawn by the Bank on any bank in a country payable in the required currency whereupon the Customer shall pay to the Bank its prescribed service charge;
 - (c) by cash or the Bank's cashier's order in New Taiwan Dollar after converting the amount equivalent at the Bank's prevailing buying rate at the relevant time, whereupon the Customer shall pay to the Bank its prescribed service charge; or
 - (d) by a combination of any of the above.
- 3.10 The Bank is authorized (but is not obliged) to arrange currency conversions of amounts in any Account in order to settle any liability incurred or to be incurred in connection with transactions effected or to be effected for the Customer or any obligation of the Bank to the Customer and the Customer shall bear the cost of such conversion.
- 3.11 Without prejudice to Clause 25.1, the Bank shall not be liable for paying on counterfeit, mutilated, altered and/or forged cheques whether due to the use of erasable ink, pens or typewriters or any other equipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit, alterations and/or forgery cannot be easily detected or otherwise where the Customer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.
- 3.12 The Bank may mark cheques as "good for payment" to another bank, in which case, the Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.

4. 授權及指示

- 4.1 存戶得隨時按本條款或特定條款(如適用)以及本行要求之其他文件或資料之規定,指示本行開立帳戶或申請本行提供之服務。
- 4.2 本行有權依照各帳戶授權書所發出之指示行事。
- 4.3 本行於下列情況有權拒絕接受指示或按指示行事,不論該指示為提款或其他交易或有關帳戶或服務事宜之指示:
- (1) 本行無法驗證存戶或其授權人員身分之交易;
 - (2) 本行對該指示之真實性、清楚性或完整性有疑義;
 - (3) 該指示之形式或內容不符本行規定之要求、政策或慣例;
 - (4) 該指示不符合帳戶授權書或存戶已簽訂且當時仍具有效力之書面授權;
 - (5) 本行執行該指示前,曾接獲相牴觸之指示;及
 - (6) 該指示之執行不符各管理單位或主管機關有關洗錢防制、恐怖分子融資活動或向受制裁人員提供服務之法律、規則、規定、準則、要求或建議;且本行不須因拒絕指示而對存戶負責。
- 4.4 縱有第4.3條之規定且於不損及該條規定之情況下,本行均得按其本於誠信原則認為屬於存戶或授權人員發出之任何指示行事,無需查詢發出或擬發出該指示之人之身分或權限或該身分或權限之真實性,不論該指示可能與存戶或授權人員向本行發出之其他指示相牴觸與否,亦不論該指示有無錯誤、誤解、誤傳、欺詐、偽造、欠缺授權或條款不清之情事。
- 4.5 存戶確認,本行得隨時實施其認為適當和(或)必要之安全程序與措施,以核對存戶和(或)授權人員之身分及確認有關交易係經存戶授權為之。本行並得(但無義務)於不損及前開規定之情形下,要求存戶或授權人員以本行認為適當之形式或方式確認該指示。
- 4.6 如存戶或授權人員欲變更其簽名式樣或帳戶指示之方式,存戶應即時以書面通知本行,本行享有合理期間(接獲通知後7日或以上)處理該變更通知,本行尚未更新其紀錄前,得依據其當時之紀錄兌付存戶任何支票或其他票據或辦理存戶之指示。
- 4.7 本行尚未接獲存戶或授權人員之身故通知以前,得兌付或辦理經存戶或授權人員簽名但於其身故後始提出之支票、其他票據或指示。
- 4.8 存戶同意,存戶(如其為公司,其亦同意對其職員施予適當之監督及控管,以確保其職員)尚未事先通知本行並按本行要求訂定有關協議以前,於簽發支票、為其他形式之提款或與本行通訊時,不得利用傳真簽章或其他任何印章或印信。本行得(但無義務)按照存戶之傳真印鑑核對傳真簽章之真偽。存戶(如其為公司,則其職員)如違反本條款而於簽發支票、為其他形式之提款或於任何通訊利用傳真簽章或其他任何印章或印信:(i)本行有權不經事先通知存戶即拒絕支付該支票和(或)不予理會提款要求或其他通訊;及(ii)本行對於因兌付、准許或辦理具有不易辨識之傳真簽名或其他印章或印信之支票、提款或指示致生之損失,概不負責。「傳真簽名」包括以橡皮圖章或其他工具加蓋之任何傳真簽名。
- 4.9 存戶應負責確保所有指示之準確性及完整性,本行對於不完整、竄改或不準確之指示所引起之後果,概不負責。
- 4.10 本行接獲指示後,不負取消或更改指示之義務,亦不負接受取消或更改指示之要求之義務。本行向存戶發出書面確認後,始視為接獲存戶撤銷指示之通知。本行依取消或更改指示之要求行事後,不視為放棄其得不依該要求行事之權利。
- 4.11 書面指示應以正本並經存戶或授權人員以其留存於本行之相同印鑑或簽名簽署為之。
- 4.12 除本行另行同意外,本行於其公佈之正常銀行營業時間後接獲之指示,僅於次一營業日處理。

4. Mandate and Instructions

- 4.1 The Customer may at any time open an Account(s) with the Bank or apply for Services provided by the Bank by giving an Instruction to the Bank in accordance with these Conditions or the Specific Terms (as applicable) together with such documents or information as may be requested by the Bank.
- 4.2 The Bank is authorized to act on the Instructions given in accordance with each Account mandate.
- 4.3 The Bank shall be entitled to refuse to accept or act on any Instruction, whether for a withdrawal or any other transaction or any matter relating to the Account or Service if:
- (a) the Bank is unable to verify the Customer's or an Authorized Person's identity to its satisfaction;
 - (b) the Bank has any doubt on the authenticity, clarity or completeness of the Instruction;
 - (c) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by the Bank from time to time;
 - (d) the Instruction is not in accordance with the Account mandate(s) (if any) or the written authorization of the Customer for the time being in effect in respect of the operation of such Account;
 - (e) the Bank has received conflicting Instructions before executing the first such Instruction; and
 - (f) the execution of the Instruction could be inconsistent with the laws, rules, regulations, guidelines, requests or recommendations of public or regulatory authorities in different jurisdictions relating to prevention of money laundering, terrorist financing or provision of Services to persons subject to sanctions;
- and the Bank shall not be liable to the Customer as a result of such refusal.
- 4.4 Notwithstanding and without prejudice to Clause 4.3, the Bank may act upon any Instruction which the Bank believes in good faith to be given by the Customer or an Authorized Person, without inquiry as to the identity or authority of the person giving or purporting to give such Instruction or the authenticity thereof and notwithstanding that such Instruction may conflict with other Instruction(s) given by the Customer or the Authorized Person to the Bank, or any error, misunderstanding, error in transmission, fraud, forgery, lack of authority or lack of clarity in the terms of such Instruction.
- 4.5 The Customer acknowledges that the Bank may implement whatever security procedures and features it deems appropriate and/or necessary from time to time to verify the identity of the Customer and/or the Authorized Person and that the transaction has been authorized by the Customer. Without prejudice to the foregoing, the Bank may, but shall not be obliged to, require confirmation of any Instruction from the Customer or the Authorized Person in any form or manner as it deems appropriate before acting on the relevant Instruction.
- 4.6 The Customer shall notify the Bank promptly in writing of any change of specimen signatures of the Customer or any of the Authorized Persons or the manner of giving Instructions. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. Before the Bank has updated its record, the Bank shall be entitled to honour any cheque or other instrument or act on any Instruction given by the Customer or an Authorized Person based on its then current record.
- 4.7 The Bank may honour any cheque or other instrument, or act on any Instruction, signed by the Customer or an Authorized Person but presented after his death, before the Bank has received actual notice of his death.
- 4.8 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to exercise proper supervision and control over its staff so as to ensure that they do not make use of facsimile signature stamps or any other chop or seal in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first notifying the Bank and entering into such arrangements as the Bank may require. The Bank may (but is not obliged to) verify a facsimile signature stamp against the specimen facsimile signature stamp of the Customer. Where the Customer or the Customer's staff in the case of a corporate Customer, makes use of facsimile signature stamps or any other chop or seal in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Conditions: (i) the Bank reserves the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to the Customer; and (ii) the Bank shall not be liable for any loss howsoever arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature or any other chop or seal which is not easily identifiable as such. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other instrument.
- 4.9 The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instruction being incomplete, garbled or inaccurate.
- 4.10 The Bank is not obliged to cancel or amend or accept any request to cancel or amend an Instruction once received by the Bank. The Bank shall not be taken to have received or have notice of any countermand from the Customer until the Bank confirms its receipt of the same in writing to the Customer. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted upon such request on any previous occasion.
- 4.11 Instructions in writing shall be in original, and shall be signed by the Customer or the Authorized Persons using the signature(s) which closely resembles the specimen signature of the Customer or the Authorized Person (as the case may be) kept by the Bank.
- 4.12 Unless otherwise agreed by the Bank, any Instruction received by the Bank after its usual banking hours announced by the Bank from time to time will only be processed the next Business Day.

5. 聲明與保證

5.1 存戶茲聲明、保證及承諾如后：

- (1) 存戶係以本人身分(除另以書面通知本行外, 非以他人之代理人身分)為之, 並全權接受及同意本條款、開立及維持其於本行開立之帳戶、使用其申請之服務, 及所發出之指示;
- (2) 為接受及同意本條款、開立及維持本行帳戶、使用申請之服務, 及向本行發出之指示而依相關法律或其他規定須取得之授權、同意、許可或核准, 存戶已全部取得, 且將維持完全效力;
- (3) 除設定予本行之擔保品外, 存戶以外之第三者就任何帳戶或就本行或存戶指定之人持有之現金或資產, 過去或將來皆無法取得任何實質權益或其他利益或擔保或其他權利, 但經本行事先之書面同意者, 則不在此限;
- (4) 存戶將取得推薦人之事先同意後, 始向本行提供推薦人姓名及其他個人資料;
- (5) 存戶向本行提供之所有資料皆係自願提供, 且於各方面皆屬真實、正確及完整; 及
- (6) 本條款之履行及本條款所載之義務目前或將來皆:
 - (i) 未違反約束存戶之既有法規、條例、規則、規定、判決、裁定或許可, 或存戶組織章程、公司章程或規則之規定; 和(或)
 - (ii) 就存戶為當事人或約束存戶或其財產之協議或其他文書, 未與其規定牴觸或導致或構成其規定之違反。

5.2 於存戶向本行發出指示時, 或本行代存戶成立或開立帳戶或存入或收受現金、資產或票據時, 或存戶使用服務時, 皆應視為再次聲明、保證及承諾本條所載事項。

5. Representations and Warranties

5.1 The Customer hereby represents, warrants and undertakes that:

- (a) the Customer is acting as principal (and is not trading on behalf of any other person unless the Bank is notified otherwise in writing) and has full capacity and authority to accept and agree to these Conditions, to open and maintain all Account(s) from time to time opened with the Bank, to utilize the Services applied for by the Customer from time to time, and to give the Bank any Instruction that may be given from time to time;
- (b) all authorisations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and consent to these Conditions, to open and maintain all Account(s) from time to time opened with the Bank, to utilize the Services applied for by the Customer from time to time, and to give the Bank any Instructions that may be given from time to time have been obtained and would be maintained in full force and effect;
- (c) except for any security or encumbrance created in favour of the Bank, no person other than the Customer has or will have acquired any beneficial or other interest in or security or other rights over any Account or over any cash or assets held by the Bank or any of its nominees for the Customer without the prior written consent of the Bank;
- (d) the Customer will obtain the prior consent of the Customer's referees before giving their names and other personal data to the Bank;
- (e) all information provided by the Customer to the Bank is provided voluntarily and that such information is true, correct and complete in all respects; and
- (f) these Conditions and their performance and the obligations contained herein do not and will not:
 - (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which the Customer is subject or any provisions of the Customer's memorandum and articles of association or bye-laws (if applicable); and/or
 - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound.

5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed to be repeated whenever any Instruction is given to the Bank, any Account of the Customer is established or opened and any cash, asset or instrument is deposited or received by the Bank for the Customer or any Service is utilized.

6. 帳戶及服務之結束或終止

6.1 除本條款另有規定外, 本行在事前通知客戶後得:

- (1) 結束帳戶, 和(或)
 - (2) 終止、撤回或撤銷部分或全部之服務,
- 存戶不得要求本行對所衍生之損失或損害負責。

6.2 發生下列情況之一時, 本行得經事先通知即結束帳戶或終止、撤回或撤銷部分或全部之服務且無須對存戶因所衍生之損失或損害負責, 包括(但不限於)支票退票所致之損失或損害:

- (1) 存戶未償付到期之負債本金;
- (2) 存戶停業或歇業;
- (3) 存戶無力償債, 或存戶聲請或遭他人聲請破產、破產管理、重整或重組;
- (4) 存戶停業、解散或清算, 或採取停業、解散或清算之程序;
- (5) 票據交換所宣布不予兌付或承兌存戶簽發之匯票、票據或支票;
- (6) 存戶身故而任何繼承人限制或拋棄繼承;
- (7) 存戶因刑事控罪致其主要資產遭沒收; 或
- (8) 存戶以本行之帳戶或服務從事非法或洗錢活動, 或未按本行要求提供透過帳戶或服務所進行之可疑或不尋常交易之相關資料或合理解釋。

6.3 帳戶結束或服務終止後:

- (1) 存戶就該帳戶之所有應付款項將立即到期;
 - (2) 將視為存戶取消該帳戶及服務未完成之指示;
 - (3) 就本行於帳戶結束或服務終止後對存戶之付款義務, 如以現金、匯票、本票或本行認為適當之其他方式付款予存戶, 即視為有效且充分償付;
 - (4) 除本行特別同意外, 任何帳戶皆不累計利息, 已結束或靜止帳戶之未提取餘額亦不計息;
 - (5) 存戶應立即向本行歸還屬本行所有之財產, 包括(但不限於)該結束之帳戶或終止之服務所未使用之支票及存摺;
 - (6) 本行得按其認為適當之方式, 將帳戶結束或服務終止後之款項或存款餘額或股票退還存戶, 以履行其對存戶之相關責任, 包括按存戶於本行登記之最新地址、以一般郵寄方式寄發支票、匯票或股票予存戶, 風險由存戶承擔; 及
 - (7) 本行得(但無義務)按其認為適當之價格及條款出售、變賣或清算該帳戶之投資或剩餘部位, 如本行無過失或故意之情事, 即無須對存戶負責。
- 以上相關費用由存戶負擔。

6.4 存戶就帳戶結束或服務終止或撤銷前之費用、支出及款項所負有之給付義務, 於帳戶結束或服務終止或撤銷後仍持續有效。

6.5 因帳戶結束所生之款項, 屬存戶對本行之欠款, 應立即償付。

6.6 本行隨時有權通知存戶後轉換帳戶種類, 並將帳戶轉移至本行於中華民國或國外其他分行。

6. Closure/Termination of Account and Service

6.1 Unless otherwise provided herein, the Bank may:

- (a) close the Account; and/ or
 - (b) terminate, withdraw or revoke any Service, in whole or in part,
- with prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.

6.2 If any of the following events occur, the Bank may without prior notice, close the Account, terminate, withdraw or revoke any Service, in whole or in part, without liability to Customer for any loss or damage caused thereby including without limitation, any loss or damage resulting from any returned cheque:

- (a) the Customer fails to make payment of the principal of any indebtedness when due;
- (b) the Customer suspends or ceases its business;
- (c) the Customer becomes insolvent or any petition for insolvency, bankruptcy, administration, reorganisation or reconstruction has been filed by or against the Customer;
- (d) the Customer is wound-up, dissolved, liquidated or takes any step towards winding-up, dissolution or liquidation;

- (e) any clearing house declares not to or does not honour or accept bills, drafts or cheques drawn by the Customer;
- (f) the Customer passes away and any successor limits or waives inheritance;
- (g) the major assets of the Customer become subject to confiscation by reason of a criminal charge; or
- (h) the Customer uses the Account or Services in connection with illegal activities or money laundering or the Customer fails to provide information or reasonable explanation upon the Bank's request with respect to suspicious or unusual transactions conducted through the Account or use of the Services.

6.3 Upon closure of any of the Accounts or termination of any of the Services:

- (a) all amounts payable by the Customer in connection with the relevant Account will become due immediately;
- (b) all outstanding Instructions in relation to the relevant Account and Service will be deemed to have been cancelled by the Customer;
- (c) any payment obligation by the Bank to the Customer after closure of the Account or termination of any of the Services shall be deemed good and sufficiently discharged if paid to the Customer in cash, draft or cashier's order or in such other manner as the Bank deems fit;
- (d) interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaimed balance on a closed or dormant Account;
- (e) the Customer shall immediately return the properties belonging to the Bank (including without limitation unused cheque form(s) and passbook(s) relating to the closed Accounts or terminated Services) to the Bank;
- (f) the Bank may discharge its liability to the Customer for any money or credit balance in the closed Account or terminated Services by returning the monies or share certificates to the Customer in such manner as the Bank may deem fit, which includes sending a cheque or draft or share certificates by ordinary post to the last known address of the Customer in the Bank's record, at the Customer's own risk; and
- (g) the Bank may (but is not obliged to), sell, realize or liquidate any investments or outstanding position in the relevant Account at such price and on such terms as the Bank may deem fit without any liability to the Customer in the absence of negligence or wilful default on the part of the Bank.

The Customer shall bear the cost thereof.

6.4 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to the date of closure of the Account or termination or revocation of the Service shall survive such closure or termination or revocation.

6.5 If for any reason payments are effected after closure of the Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.

6.6 The Bank reserves the right at any time to convert one type of Account into another with notice and transferring the Account to any other branch of the Bank in the Republic of China or abroad.

7. 帳戶及服務之使用及變更

7.1 帳戶和(或)服務提供之營業時間或時段可能會發生變更, 本行應努力確保帳戶和(或)服務於本行指定之時間內皆可供使用, 惟本條款之規定不應視為本行對該帳戶和(或)服務於指定時間內皆可供使用或不受中斷之保證。縱有相反之聲明, 本行有權依其裁量不經事先通知即中止帳戶和(或)服務之運作, 以進行更新、維護及升級作業或本行認為適當之其他作業, 無須對存戶負責。

7.2 本行得因任何理由(包括但不限於)不可抗力、工業行動、斷電、電腦故障)或於本行之存戶紀錄、帳戶或服務無法供使用或其使用遭受妨礙之情形下限制、取消或中止帳戶和(或)部份或全部之服務, 無須承擔任何責任。本行並得(但無義務)按第23條規定之方式將該限制、取消或中止情事通知存戶。

7.3 除本條款另有規定外, 本行有權決定或變更存戶使用帳戶和(或)本行向存戶提供服務之次數及方式, 包括(但不限於)帳戶和(或)服務之交易種類、提款或交易額度、服務項目、特性、產品及設施。

7.4 本行得隨時就既有帳戶和(或)服務提供全新、額外或增強之交易種類、服務項目和(或)產品。存戶於全新、額外或增強之交易種類、服務項目和(或)產品可供使用之情況下予以使用時, 即受適用該等交易種類、服務項目和(或)產品之有效條款約束。

7. Availability and Variation of Accounts and Services

7.1 The operating hours of or the time period during which any Account and/or Service may be available is subject to change. The Bank shall use reasonable endeavors to ensure that such Accounts and/or Service will be available during the times specified by the Bank from time to time provided that nothing herein shall be considered or be deemed as a warranty by the Bank that such Account and/or Service will be available (whether uninterrupted or available at all) during such specified times. Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and without prior notice, be entitled to temporarily suspend the operations of any Account and/or Service for updating, maintenance and upgrading purposes, or any other purposes whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable to anyone.

7.2 The Bank may without incurring any liability, limit, cancel or suspend the operation or use of any Account and/or Service in whole or in part for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), or if the Bank's Customer records, Accounts or Services are not available or access to such records, Accounts or Services is hindered. The Bank may, but shall not be obliged to, give notice of such limitation, cancellation or suspension to the Customer in the manner set out in Clause 23.

7.3 Unless otherwise provided herein, the Bank may determine or vary the frequency or manner of the use of any Account of the Customer and/or Service offered by the Bank to the Customer including but not limited to the transaction types, withdrawal or transaction limits, services, features, products and facilities available through or under the Account and/or Service.

7.4 The Bank may make available new, additional or enhanced transaction type(s), service(s) and/or product(s) through or under any of the existing Account and/or Services at any time. By utilizing such new, additional or enhanced transaction type(s), service(s) and/or products(s) as and when such transaction type(s), service(s) and/or product(s) become available, the Customer shall be bound by the terms and condition in force governing such new transaction type(s), service(s) and/or product(s).

8. 帳戶合併

8.1 存戶如持有本行多個帳戶, 本行認為適當時, 得依其裁量將其指定得以合併之帳戶相合併, 俾以利用全部服務和(或)出具反映該等帳戶往來之合併對帳單。

8.2 於不損及上述第8.1條規定之情形下: (i) 單一簽名授權之聯名帳戶得相合併, (ii) 聯合簽名授權之聯名帳戶不得相合併, 但本行得准許資金依指示經由服務存入或轉入該等聯名帳戶。本行有權拒絕接受或辦理聯合簽名授權之合併聯名帳戶之指示, 包括(但不限於)自該等帳戶提款或轉帳之指示, 無須對其拒絕行為負責。

8. Linking of Accounts

8.1 If the Customer has more than one Account with the Bank, the Bank may at its discretion link such Accounts that are specified by the Bank to be eligible to be linked for the purposes of utilisation of the full range of Services and/or statement of account to be issued in a consolidated format reflecting transactions for such Accounts as the Bank may deem appropriate.

8.2 Without prejudice to Clause 8.1 above: (i) joint account with single signing authority may be linked, and (ii) no joint account with joint signing authority shall be linked save that the Bank may allow funds to be credited to or transferred into such joint accounts by way of the Services as instructed. The Bank shall be entitled to refuse to accept or act on any Instructions whatsoever in respect of linked joint account with joint signing authority (including but not limited to any Instructions to withdraw or transfer funds out of such Accounts) and shall not be under any liability whatsoever for refusing.

9. 聯名帳戶 / 公司帳戶

9.1 聯名帳戶之存戶同意連帶受本條款約束, 並對本條款、帳戶和(或)服務之所有相關協議、義務、權力、權限及責任負連帶責任。

9.2 就聯名帳戶或國內外企業、社團或公司之帳戶(意指存戶為獨資事業、合夥事業或其他企業實體、公司或團體、社團或協會之帳戶), 本行應依其授權書行事, 但應以下列規定為限:

- (1) 如存戶未指定帳戶之簽名規定, 則對於該帳戶之運作, 任何聯名存款戶或授權人員之單一簽名即足夠;
- (2) 除本條款另有明確規定外, 本行有權按任何聯名存款戶或授權人員之口頭或書面指示行事。於不損及上述概括規定之情形下, 為避免疑義, 本行有權按其自聯名存款戶或授權人員接獲有關取消或止付之指示和(或)變更通訊地址之指示行事; 及
- (3) 本行於(i)接獲不明確或相抵觸之帳戶指示; (ii)接獲結束帳戶之指示; (iii)獲悉任何爭議之發生; 或(iv)其認為適當之其他任何情形時, 有權拒絕或堅持僅依全部帳戶存款戶或全部授權人員之指示行事, 或要求提出其接受之其他公司或組織授權之證明, 屆時, 本行有權撤回其所採之行動

，俾該等帳戶得以恢復本行未採該行動以前之原狀態。本行於本條規定所載之任何情況下，就其行為或拒絕行為，對於任何聯名存款戶或存戶之合夥人、授權人員、成員、股東或董事，概不負責。

- 9.3 本行有權將屬於一名或多名聯名存款戶之資金存入聯名帳戶。聯名帳戶終止後，本行有權以其餘額抵付其所生之欠款，不論該欠款到期與否，並有權於抵付後簽發銀行支票予所有聯名存款戶，以退還該金額或其餘額（不論有權取得該資金之人之身分為何）。
- 9.4 聯名存款戶身故後（指定為信託或遺囑執行人帳戶之聯名帳戶除外），該帳戶、帳戶金額及所有投資及資產應由遺囑為其自身利益持有（不論該帳戶授權書之條款為何），但仍應以本行因留置權、抵押、質權、抵銷或其他負擔或任何請求或反請求（不論屬實際發生、或有或其他）而就該等資金、投資或資產享有之權利以及本行就信用餘額得採取其認為合宜之行動（包括向具有管轄權之法院付款）之權利為限。本行向上述遺囑或具有管轄權之法院付款後，即構成本行債務之全部清償，對所有存款戶及其個人代表及繼承人均具有約束力。
- 9.5 本行如接獲有關任何存戶成員已破產、無力償還、精神失常或有其他精神障礙或進入停業或清算程序之通知，本行有權凍結或暫停有關帳戶之運作，並拒絕使用該帳戶和（或）其存款餘額，本行於決定具有操作該帳戶合法權限之人和（或）收到帳戶之新授權書（形式以本行規定為準）以前，無須對存戶負責。
- 9.6 帳戶授權書規定帳戶應由所有存款戶共同操作時，如任一聯名存款戶或授權人員破產、無力償還、精神失常或有其他精神障礙，具有代表該存款戶之合法權限之人應與該帳戶之其他聯名存款戶共同操作該帳戶。

9. Joint Account/Corporate Account

- 9.1 The Customers of a joint account agree to be jointly and severally bound by these Conditions and to be jointly and severally liable for all agreements, obligations, powers, authorities and liabilities in connection with these Conditions, and the Accounts and/or Services.
- 9.2 In relation to joint accounts or business, club or corporation (whether local or foreign) accounts (being account(s) where the Customer is a sole proprietorship, partnership or other business entity, a corporation or an association, club or society) the Bank shall act in accordance with its written mandate subject to the following:
- (a) where Customer does not specify the signing requirement on any Account, a single signature of any one of the joint account holders or an Authorised Person shall suffice for the operation of the Account;
- (b) unless specifically provided for in these Conditions, the Bank shall be entitled to act on the Instructions (whether oral or written) of any one of the joint account holders or an Authorised Person. Without prejudice to the generality of the foregoing and for the avoidance of doubt, the Bank shall be entitled to act on the countermand or stop payment Instructions and/or Instructions in connection with change of mailing address, which it receives from any one of the joint account holders or an Authorised Person; and
- (c) in the event that the Bank: (i) receives ambiguous or conflicting Instructions in connection with the Account; (ii) receives Instructions in connection with the closure of such Account(s); (iii) becomes aware of any dispute; or (iv) in any other circumstances as the Bank may deem appropriate, the Bank shall be entitled to decline to act and to insist that it acts only on the Instructions of all the account holders or all the Authorised Persons, or require evidence of such other corporate or organizational authorizations as are satisfactory to the Bank. If the Bank has so acted, the Bank is entitled to retract any action that the Bank has taken so that the Account(s) are put in the original position they were in before the Bank took such action. In all and any of the cases set out in this clause, the Bank shall have no liability to any joint account holders or to the partners, Authorised Person(s), members, shareholders or directors of the Customer for so acting or refusing to act.
- 9.3 The Bank is authorized to credit joint accounts with funds belonging to or purporting to belong to any one or more joint account holders. Upon termination of a joint account, the Bank shall have the right to apply any amount remaining in the joint account towards discharging any debt incurred on the joint account whether due or not. The Bank shall have the right to refund such amount or any balance thereof after such application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the person(s) who are entitled to the funds).
- 9.4 In the event of death of a joint account holder (except in the case of joint accounts designated as trust or executors' accounts), the Account and its amount and all investments and assets standing to the credit of the joint account shall be held for the benefit and to the order of the survivor(s) (regardless of the terms of the Account mandate). This is however subject to the rights of the Bank in respect of such funds or investments or assets arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or counterclaim, actual or contingent or otherwise, as well as to take such steps as it deems desirable (including making payment(s) into a court of competent jurisdiction) in relation to the credit balance. Any payment made by the Bank to such survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of the Bank's obligations binding on all the account holders and their personal representatives and successors.
- 9.5 If the Bank receives notice that any person constituting the Customer has become bankrupt, insolvent, insane or otherwise mentally disabled or goes into winding up or liquidation, the Bank shall be entitled to freeze or suspend operations of the Account(s) and refuse access to the Account and/or any credit balance therein, without liability to the Customer pending determination by the Bank of the person(s) who have the legal authority to operate the Account(s) and/or the receipt by the Bank of a fresh Account mandate (in such form as the Bank may from time to time prescribe).
- 9.6 Where the Account mandate provides for the operation of the Account(s) by all the account holders jointly, then if any one of the joint account holders or Authorised Persons becomes bankrupt or insolvent or insane or mentally disabled, the person(s) who has legal authority to represent the joint account holder who is bankrupt, insolvent, or has a mental disorder or is otherwise mentally disabled, shall operate the account with the other joint account holder(s) jointly.

10. 適用公司行號之條款

- 10.1 公司行號組織因任何原因（包括但不限於合夥人身故、請辭、更換、增加、破產或其他原因）發生變動時，如本行未接獲相反之書面通知，得將其他或新任合夥人視為具有辦理公司行號業務及處理帳戶之全部權力，如同該公司行號組織未發生變動一般。
- 10.2 縱使公司行號組織變動（如以上第10.1條規定所述者）、合夥人姓名變更，或合夥人權力更動或終止，所有合夥人仍連帶受本條款約束。
- 10.3 獨資或合資事業之商號縱有變更，該獨資業者或合夥人仍受本條款約束。
- 10.4 公司行號組織或名稱變更時，存戶應即時以書面通知本行。

10. Provisions for Firms

- 10.1 Upon any change of the firm's constitution for any reason whatsoever (including without limitation by death, resignation, replacement, addition, bankruptcy or otherwise of a partner), the Bank may, in the absence of written notice to the contrary, treat the remaining/new partner(s) as having full power to carry on the business of the firm and to deal with the Account as if there had been no change in the firm's constitution.
- 10.2 Notwithstanding any change in the firm's constitution (as described in Clause 10.1 above) or name, or modification/termination of any power of any partner, these Conditions shall bind all partners jointly and severally.
- 10.3 Notwithstanding any change in the trading name of the sole proprietorship or partnership, these Conditions shall be binding on the sole proprietor or the partners.
- 10.4 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of the firm.

11. 信託帳戶

本行不負承認存戶以外之人享有帳戶利益之義務。本行以存戶之名義開立「信託」帳戶或按名義存款戶之身分或類似名稱以存戶之名義開戶，不論帳戶係為特定第三人所開立與否，本行僅接受存戶所簽發之支票及其他付款通知及其他指示，無須取得任何人之同意或為任何人辦理信託執行。

11. Accounts in Trusts

The Bank is not obliged to recognize any person other than the Customer as having any interest in the Account. If the Bank opens the Account in the Customer's name "in trust" or "as nominee" or using some similar designation, whether or not for a specific third party, the Bank may accept cheques and other payment orders and other Instructions relating to the Customer only and will not be required to obtain any consent from or see to the execution of any trust for any person.

12. 透支

- 12.1 存戶未經事先安排及取得同意前，帳戶不得透支。如支票或委託按期付款持續因存款不足遭退票或拒絕，本行得經事先通知後結束帳戶。帳戶透支時，存戶應就透支金額按本行規定之利率支付利息。負債餘額之利息應逐日累計，按月結算，判決後之計息與判決前相同。所有透支款項、費用及應付利息均應依要求清償。
- 12.2 除帳戶存款足額外，存戶不得使用或試圖使用付款、轉帳或提款服務。

12. Overdrafts

- 12.1 In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. The Bank may with prior notice close the Account if cheques or standing order payments continue to be returned/rejected due to insufficient funds. If the Account is overdrawn, the Customer shall pay interest on the overdrawn amount at such rate as prescribed by the Bank from time to time. Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment. All amounts overdrawn, charges and interests payable shall be repaid on demand.
- 12.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals unless there are sufficient available funds in the Account.

13. 對帳單 / 確認通知書及其核對

- 13.1 本行得按月或按本行訂定之其他期間以一般郵寄、電子郵件或由本行決定並通知存戶之其他方式寄送對帳單或確認通知書予存戶，下列情況則不予寄發對帳單予存戶：
- (1) 已提供其他往來紀錄；
 - (2) 最近一期對帳單後該帳戶並無進行任何往來；或
 - (3) 最近一期對帳單後該帳戶已無餘額。
- 13.2 存戶負有以下義務：
- (1) 查明對帳單和(或)確認通知書之記載；
 - (2) 對帳單和(或)確認通知書之內容或記載如有異常、不一致或遺漏，或不正確之分錄或錯誤，或未經授權之交易，或不準確之處，存戶應即時通知本行；
 - (3) 簽署並攜回確認書回條，包括供查核用之確認書回條；及
 - (4) 如存戶未接獲應向其寄發之對帳單和(或)確認通知書，應於本行規定之時間內即時以書面通知本行。
- 13.3 如本行於發出對帳單或確認通知書後30日內未接獲存戶以書面表示反對：
- (1) 存戶即應視為：(i) 已接受對帳單和(或)確認通知書所列交易或記載及餘額之效力、正確性及準確性，並受其約束；及(ii) 核准或確認對帳單和(或)確認通知書所記載之每筆交易；
 - (2) 該對帳單或確認通知書應視為證明存戶已授權本行進行其所載交易之確定證明，並得對抗存戶；及
 - (3) 無論係因該對帳單或確認通知書所列交易或記載所生或與之相關者，存戶對本行均不享有任何請求權。
- 13.4 本行有權調整帳戶以更正確或遺漏記載，亦得隨時更正對帳單和(或)確認通知書之錯誤或遺漏之處，經更正之對帳單和(或)確認通知書即對存戶具有約束力，但應以上述第13.3條規定為限。如存戶於本行之帳戶因該等錯誤或遺漏造成溢存，本行有權撤銷任何一筆記載、要求退款和(或)自該帳戶扣款。
- 13.5 存戶同意，除有明顯錯誤外，其將按所有目的接受本行之所有紀錄以及該金融或非金融機構之紀錄，並將該等紀錄視為確定並受其約束。
- 13.5A (1) 本行得(但無義務)按存戶要求於實際收訖款項之前，自存戶帳戶中支付、轉入或提領款項。
- (2) 倘本行事後因故未即時收訖已結算且不附條件之全額資金，本行有權依其絕對裁量採取下列任一行動：
- (i) 撤銷存戶帳戶之入帳記載；
 - (ii) 自存戶帳戶扣款；
 - (iii) 使任何款項無法自存戶帳戶提領；
 - (iv) 要求存戶立即返還自其帳戶支出之款項；且
 - (v) 將存戶自該帳戶支出超出當時餘額之款項視為透支，並適用第12條規定。
- (3) 本行如須返還來自他行交易對手所收受之資金或有合理理由者，得依其絕對裁量採取第13.5A(2)條規定所列之一項或多項行動。
- (4) 本行採取第13.5A(2)條或第13.5A(3)條規定之行動時，無須對存戶負責，亦無須事先將該行動通知存戶。

13. Account Statements/Confirmation Advice and Verifications

- 13.1 Statements of account or confirmation advices may be sent by the Bank to the Customer by ordinary post, email or such other means as the Bank may from time to time determine upon notice to the Customer at monthly intervals or such other intervals as the Bank may from time to time determine. No statement of account will be sent to the Customer if:
- (a) other record of transactions is provided;
 - (b) there has been no transaction on the Account since the last statement of account; or
 - (c) there is no outstanding balance on the Account since the last statement of account.
- 13.2 The Customer is under a duty:
- (a) to check all entries in the statement of account and/or confirmation advices;
 - (b) to report promptly to the Bank any irregularities, discrepancies or omission, incorrect entries, errors, or unauthorized transactions or inaccuracies in the contents or entries therein;
 - (c) to sign and return any confirmation slips, including those for auditing purpose; and
 - (d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if he does not receive any statement or confirmation advice that is due to be sent to him.
- 13.3 If the Bank does not receive from the Customer a written objection within thirty (30) days of the date of such statement or confirmation advice:
- (a) the Customer shall be deemed conclusively (i) to have accepted, and shall be bound by, the validity, correctness and accuracy of the transaction(s)/entries and the balance set out in the statement and/or confirmation advice; and (ii) to have ratified or confirmed each and every one of the transactions represented by the entries set out therein;
 - (b) the statement or confirmation advice, as the case may be, shall as against the Customer be deemed conclusive evidence of the Customer's authorization to the Bank to effect the transaction(s)/entries set out therein; and
 - (c) the Customer shall have no claim against the Bank however arising from, in connection with or as a result of any transaction/entry referred to therein.
- 13.4 The Bank has the right to adjust the Account to correct any erroneous entry or omission. The Bank may at any time rectify errors or omissions in any statement and/or confirmation advice and subject to Clause 13.3 above, any statement and/or confirmation advice so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer with the Bank for any overpayment into the Account(s) arising from such errors or omissions.
- 13.5 The Customer agrees to accept all records of the Bank and, in addition, the records of the financial or non-financial institution, as conclusive and binding against the Customer for all purposes unless there are obvious errors.
- 13.5A (a) At the Customer's request, the Bank may (but is not obliged to) pay, credit to or make available for withdrawal, from the Customer's Account any sum in advance of actual receipt of funds by the Bank.
- (b) If the Bank subsequently does not receive clear and unconditional funds promptly and in full for any reason, the Bank shall be entitled, at its sole and absolute discretion, to take any one or more of the following actions:
- (i) reverse any credit entry in the Customer's Account;
 - (ii) debit the Customer's Account;
 - (iii) cause any sum to be unavailable for withdrawal from the Customer's Account;
 - (iv) demand immediate refund by the Customer of any sum paid from the Customer's Account; and
 - (v) treat the Customer's Account as overdrawn for any sum paid from that Account which is in excess of the balance of funds for the time being in that Account, in which case Clause 12 shall apply.
- (c) The Bank may also take any one or more of the actions stated in Clause 13.5A(b) above at its sole and absolute discretion, if the Bank is required to return any funds received by the Bank from any party, or if the Bank has reasonable grounds to take such action(s).
- (d) In taking any action under Clause 13.5A(b) or (c) above, the Bank shall have no liability whatsoever to the Customer and shall not be required to give any prior notice to the Customer in respect of any such action taken.

14. 存戶之義務

14.1 存戶負有下列義務：

- (1) 發給支票簿之帳戶：
 - (i) 如支票或支票簿遺失、遺失或失竊，存戶應立即通知本行、採取所有合理行動協助恢復該遺失或失竊之支票或支票簿之使用、提供本行所需有關該支票或支票簿之資料和(或)文件，及配合本行於該支票或支票簿所生或與之相關之調查或訴訟；
 - (ii) 採合理注意及預防措施防止支票或支票簿之遺失或失竊；
 - (iii) 如存戶未於兩週內收到其要求本行向其寄發之支票簿，應立即以書面通知本行；及
 - (iv) 不得以可能利於偽冒變造或偽造之方式簽發支票、保存支票簿或操作帳戶，並應遵守有關支票或支票簿及本行服務契約所載之條款規定。存戶未遵守上述義務時，風險應自行承擔。
- (2) 所有帳戶：
 - (i) 隨時檢查帳戶餘額，如帳戶有未經授權之扣款或提款，應立即以書面通知本行；及
 - (ii) 提供本行所有必要之資料和(或)協助(包括提供身分文件)，俾本行得以遵守其於防制洗錢及抵制恐怖分子融資活動之相關法律、規則及規定下之義務。

14 Customer's Duty

14.1 The Customer is under a duty, in respect of:

- (a) Accounts for which cheque books are issued:
 - (i) to immediately notify the Bank if any cheque or cheque book is mislaid, lost or stolen, to take all reasonable steps to help recover the use of any lost or stolen cheque or cheque book, to provide the Bank with any information and/or documentation it may require from time to time relating to the cheque or cheque book and to co-operate with the Bank in any investigation or litigation arising from or in connection with the cheque or cheque book;
 - (ii) to take all reasonable care and precaution to prevent loss or theft of any cheque or cheque book;
 - (iii) to immediately notify the Bank in writing if the Customer does not receive his cheque book(s) (which the Customer has requested to be dispatched to him) within two (2) weeks from the date of such request; and
 - (iv) not to draw cheques, keep cheque books or operate the Account in a manner which may facilitate fraudulent alterations or forgery and to comply with all terms and conditions relating to cheques or cheque books and in agreements for Services provided by the Bank.
Failure to do so is at the Customer's own risk.
- (b) All Accounts:
 - (i) to monitor the balance of the Account at all times and to notify the Bank in writing immediately of any unauthorized debits or withdrawals from the Account; and
 - (ii) to provide the Bank with all such information and/or assistance as may be necessary (including, where relevant, the provision of identification documents) to enable the Bank to comply with its obligations under all applicable laws, rules and regulations for anti-money laundering and countering of terrorism financing purposes.

15. 債務及債務憑證

15.1 如本行因需採取維護其於本條款下之地位之行動致產生費用及其他款項以及任何損失或支出，存戶就該等費用、款項、損失或支出應按本行訂定之利率繳付利息，該利率將於本行營業廳廣告或於交易文件公告之。應計利息應計入當時積欠本行之數額並計付利息，至存戶對本行之全部欠款及其利息全部付清為止(含法院判決前及判決後)。

15.2 由本行向存戶發出、內容詳載存戶應付本行之款項、利率及匯率之證明，就任何目的而言(包括法律程序之目的)，皆屬最終及確定之證明。

15.3 本行得委託債務催收代理催收存戶積欠本行之債務，本行因此所生之費用及支出概由存戶賠償本行。

15 Indebtedness and Certificate of Indebtedness

15.1 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine on all charges and other sums due and owing to the Bank and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Such interest rate(s) are provided in the form of a notice in the banking halls of the Bank or in the relevant transaction documents. Accrued interest exceeding one year shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and the interest thereon are fully repaid, both before as well as after judgment.

15.2 A certificate issued by the Bank stating the amount due and payable by the Customer to the Bank, interest rates and exchange rates at any particular time shall be final and conclusive for all purposes including for the purposes of legal proceedings.

15.3 The Bank may commission a debt collection agency to collect any overdue amount owed by the Customer to the Bank. The Customer shall indemnify the Bank for all costs and expenses incurred in connection with the same.

16 資訊揭露

16.1 在不減損本行按任何適用法律與根據本條款得享有揭露權利之前提下，存戶同意本行、其經理人、員工、代理人或基於其能力或職務而存取本行紀錄、資訊、通訊或與存戶或帳戶相關任何資料的任何其他人，得處理(包括蒐集、輸入、儲存、編輯、修正、製作索引、刪除、輸出和傳送)、揭露、公開或釋出與存戶和(或)帳戶及任何授權人員、帳戶之資金與其他細目相關之任何紀錄、資訊、通訊或任何資料(包括但不限於個人、財務與信用資料)，用於本行認為適當、必要或有意達成之目的(包括但不限於行銷、推廣和(或)交叉銷售目的，或任何計劃出售本行資產或任何部分資產，或本行之任何計劃合併)，或為遵守法律、法規、作業要點、規則、命令和(或)主管機關之任何其他規定，或基於當時中華民國法律或法院規定獲得授權可要求取得資訊或資料者之任何法規或規定，包括：

- (1) 主管機關要求者；
- (2) 向對本行提供電子或其他服務之任何人或組織，無論位於中華民國境內或其他任何地方，目的為提供、更新、維持與升級帳戶，包括調查帳目之不一致、錯誤或請求；
- (3) 向位於中華民國境內或其他任何地方，受本行聘任以執行或有關執行本行任何事項或服務或營運功能(而相關服務或營運功能已由本行外包或轉包給外部第三人)的任何人或組織；
- (4) 向警方或依當時有效之中華民國法律執行刑事案件調查之任何政府官員；
- (5) 依法院發出之命令而向中華民國法官；
- (6) 向信用卡公司、聯合信用卡處理中心和有關信用卡查詢之金融機構；
- (7) 向本行之分行、代表處、附屬、關係和相關企業(包括其各自之經理人、僱員、代理人或(或)顧問，無論所在地為何(分別稱為「新加坡大華銀行(United Overseas Bank Limited)集團成員」))；
- (8) 在不妨礙前文(6)項之前提下，向任何其他銀行、金融機構、信用合作社或信用查詢機構、財團法人金融聯合徵信中心、信用保險機構、清算機構；
- (9) (i) 於任何下列相關司法程序中向法院或其他司法單位：(A)有關存戶、存戶之帳戶或向存戶之授信；或(B)本行或任何其他新加坡大華銀行(United Overseas Bank Limited)集團成員為該司法程序之當事人，而帳戶和(或)帳戶相關交易可能與該爭議相關；和(或)
(ii) 向任何機關，無論是政府或半政府機關或法定委員會，或向本行或任何新加坡大華銀行(United Overseas Bank Limited)集團成員依命令應接任何司法管轄區法律規定揭露之人員；
- (10) 向本行之代理人以列印個人支票、對帳單、通知書、通訊或任何其他文件為目的；
- (11) 向依法律、法規、作業要點、規則被認定或准許之人員；
- (12) 向本行指定之催收代理人(應收帳款)；
- (13) 向任何評等機構、信用合作社、企業聯盟夥伴、保險公司、保險業者或保險經紀人或信用保障之直接或間接提供者；
- (14) 向任何就本行於其與存戶間銀行合約下之義務為參加或次參加或為潛在參加或次參加之人，或本行之受讓人、承受債務人或受移轉人(或以上之人之經理人、員工、代理人或顧問)；
- (15) 向本行之專業顧問；和

(16) 向本行認為必要、有意或方便之任何人，無論是否係為向存戶提供帳戶相關或其他服務。

於法律准許之最大範圍內，存戶放棄並同意不主張銀行法第48條、個人資料保護法或其他與此等揭露相關之類似法律、規定或規則之規定。

- 16.2 任何經銀行核准給予客戶或由其要求之銀行額度，或如本行經存戶要求而接受或產生任何債務，存戶亦同意本行得隨時且不經事前通知即可將存戶、任何授權人員、帳戶資金或其他細目之相關資訊，揭露予任何擔保人或已就存戶之帳戶承擔責任或提供擔保之任何其他人士(包括任何保證人、抵押人、擔保人或出賣人)，和(或)本行於保全和(或)強制執行該等擔保品過程中，或本行經存戶要求而行為過程中，本行認為有必要向其提供相關資訊之任何其他人士。
- 16.3 在不妨礙前述約定一般性之前提下，同意本行、其主管、員工、代理人或任何其他人士得於伴隨匯款之付款指示中揭露下列資訊：
- (1) 存戶之姓名；
 - (2) 存戶之帳號 / 獨立之編號；
 - (3) 存戶之地址、獨立之識別號碼，及(如有時)設立、成立或出生日期與地點；和(或)
 - (4) 本行認為適當之其他資訊。

16 Disclosure of Information

16.1 Without detracting from the Bank's rights of disclosure under any applicable law and under these conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank's records, information, correspondence or any material relating to the Customer or the Account, to process (including collect, input, store, edit, correct, index, delete, output, and transmit), disclose, release or make known any and all records, information, correspondence or material whatsoever (including but not limited to personal, financial and credit data and information) relating to the Customer and/or the Account and any authorised person, the money and other particulars of the Account for any purpose which the Bank considers appropriate, necessary or desirable, (including but not limited to, marketing, promotional and/or cross-selling purposes, or any intended sale of the Bank's assets or any part thereof, or any intended merger by the Bank) or towards compliance with law, regulations, guidelines, directives, order and/or such other requirements of the Authority or any directive or requirement of a person authorised to require the information or data under any law for the time being in the Republic of China or a court of law, including :-

- (a) to the Authority on request by the Authority;
- (b) to any person or organization providing electronic or other services to the Bank whether in the Republic of China or elsewhere, for the purpose of providing, updating, maintaining and upgrading the Account, including investigating discrepancies, errors or claims;
- (c) to any person or organization whether in the Republic of China or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of any matter or services or operational functions of the Bank where such services or operational functions have been out-sourced or subcontracted by the Bank to an outside third party;
- (d) to the police or any public officer conducting a criminal investigation under any law for the time being in force in the Republic of China;
- (e) to a judge of a court in the Republic of China on issuance of a court order;
- (f) to credit card companies, national credit card center and financial institutions in connection with credit card enquiries;
- (g) to the Bank's branches, representative offices, affiliated, related and associated companies (including their respective officers, servants, agents and/or advisors) wherever situated (each a "UOB Group Member");
- (h) without prejudice to sub-clause (f) above, to any other banks, financial institutions, credit bureau or credit reference agents, joint credit information centers, credit insurance agencies, clearing houses;
- (i) (i) to the courts or other judicial bodies in any judicial proceedings (A) concerning the Customer, the Customer's Accounts or facilities granted to the Customer, or (B) to which the Bank or any other UOB Group Member is a party where the Account and/or transaction(s) pertaining to the Account may be a relevant issue; and/or
(ii) to any authority, whether governmental or quasi-governmental or statutory board or to such person(s) as the Bank or any UOB Group Member may be ordered to disclose under the laws of any jurisdiction;
- (j) to the Bank's agents for the purpose of printing personalized cheques, statements, advices, correspondence or any other documents;
- (k) to such persons as may be referred to or permitted by law, regulations, guidelines, directives and/or regulatory authorities;
- (l) to the Bank's appointed collection agents (debt receivables);
- (m) to any rating agency, credit bureau, business alliance partner, insurance company, insurer or insurance broker or direct or indirect provider of credit protection;
- (n) to any actual or potential participant or sub-participant in relation to any of the Bank's obligations under the banking agreement between the Bank and the Customer, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them);
- (o) to the Bank's professional advisors; and
- (p) to anyone whom the Bank considers necessary, desirable or expedient, whether in order to provide the Customer with services in connection with the Account or otherwise.

To the greatest extent permitted by law, the Customer waives and agrees not to assert the provisions of Article 48 of the Banking Law, Personal Data Protection Law or other like laws, regulations or directives as may be relevant to such disclosures.

- 16.2 Where any banking facility has at any time been granted to or requested by the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer also consents to the Bank disclosing at any time and without prior notice, information concerning the Customer, any Authorised Person, the money or other relevant particulars of the Account to any surety or other person who has undertaken liability or provided security for the Account of the Customer (including any guarantor, mortgagor, charger or pledgor), and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security or in the course of the Bank acting on the Customer's request.
- 16.3 Without prejudice to the generality of the foregoing, consent is given to the Bank, its officials, employees, agents or any other persons to disclose the following information in the payment instruction accompanying wire transfers:
- (a) the Customer's name;
 - (b) the Customer's Account number/unique reference number;
 - (c) the Customer's address, unique identification number and if any, the date and place of incorporation, establishment or birth (as applicable); and/or
 - (d) such other information as deemed appropriate by the Bank.

17. 本行之代理人

本行得使用其認為適當，與任何存戶催收或存戶其他銀行業務相關，位於任何地點之任何銀行或代理人之服務。該等銀行或代理人視為存戶之代理人，且本行於任何情況下均毋須因任何該等銀行或代理人之任何行為或不行為，或因任何文書於傳送途中或於該等銀行或代理人持有期間滅失、遭竊、損毀或延遲交付而負責或承擔義務。本行產生之全部費用均應由存戶負擔。

17. Bank's Agents

The Bank may use the service of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Customer by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank shall be borne by the Customer.

18. 費用、收費和扣帳權 (請參考本行網頁所載之收費明細)

- 18.1 本行得按費率表依現行規定費率，就本行所維持之任何帳戶或提供之任何服務隨時收取相關服務收費、費用或佣金。
- 18.2 由本行、任何銀行、金融機構、非金融機構、代理人或承包商收取或產生因帳戶進行之任何交易或指示、任何債務之償付，或提供與帳戶相關之任何服務而收取之所有銀行收費、佣金、行政管理費、利息或任何性質之費用(包括但不限於任何郵資、電信、支票相關收費)，均應由存戶負擔。
- 18.3 存戶同意承擔本行收取之全部行政管理費，及本行因處理第三債務人命令、扣押或與帳戶或其中資金相關之其他法院命令 / 程序而產生之全部費用和支出(含法律費用)。

- 18.4 存戶同意將負擔透過或以其他方式使用任何服務或存取帳戶所產生之全部收費(包括但不限於任何電話費用和網路服務供應商費用)。
- 18.5 存戶按本條款應付之任何款項,支付時均應無任何稅務或稽徵相關之任何扣減或扣繳。若存戶按任何相關法律規定必須執行該等扣減或扣繳,則向本行到期應付之金額應增加同樣金額,以使本行收受之金額等於無該等扣減或扣繳時原本應可收受之金額。
- 18.6 存戶應就所有服務費用、本行全權決定而授予信用限額之支用金額,和到期欠付本行之其他金額,以及本行因必須採取任何行動以維護其按本約規定之狀況而蒙受或產生之任何損失或支出,按本行得隨時決定之利率支付利息,該等利率之提供方式為隨時公告於本行營業大廳,或刊載於相關交易文件中。累計利息應加計至當時欠付本行之總額中,且應按相關約定計算利息,計息期間計算至全額清償欠付本行之全部金額及其利息為止。
- 18.7 在不妨礙本行對存戶或任何第三人行使之權利或賠償下存戶授權本行得於任何時候自帳戶扣付對本行到期應付或應向存戶索償全部款項之利息,且儘管存戶可能會產生任何利息收益損失或因銀行收費和(或)匯率變動損失而導致原始本金金額減少。
- 18.8 存戶應按本行通知相關帳戶之貨幣及到期金額向本行支付所有應付款。
- 18.9 本行得將其費用或收費包含於本行向存戶報價之投資價格或費率中。存戶同意本行可向任何人接受本行為存戶帳戶執行交易相關之退佣、費用、佣金支付或其他利益。
- 18.10 若目前或本約簽訂後依法應就按本約支付之任何款項收取任何銷售稅或服務稅或任何其他稅(下稱「稅金」),則除按本約或與本約相關應付之全部其他金額外,存戶應按依法隨時規定之費率支付該等稅金。若本行依法應收取或支付該等稅金,存戶同意應向本行補償該筆稅金。

18. Fees, Charges and Right to Debit (Please refer to the Bank's website for detail fee table)

- 18.1 The Bank may impose from time to time such service charge, fee and commission at its prevailing prescribed rate for any Accounts maintained with or any Services provided by the Bank in accordance with the Schedule of Terms and Conditions.
- 18.2 All bank charges, commission, administrative charges, interest and fees of any nature (including without limitation any postage, telecommunication, cheque-related charges), that may be levied by or incurred by the Bank, any banks, financial institutions, non-financial institutions, agents or contractors in connection with any transaction or Instruction on the Account, performance of any obligation or provision of any of the services relating to the Account, shall be borne by the Customer.
- 18.3 The Customer agrees to bear all administrative charges imposed by the Bank and all costs and expenses (including legal costs) incurred by the Bank for handling garnishee orders, injunctions or other court orders/proceedings relating to the Account or money therein.
- 18.4 The Customer agrees to be responsible for all charges incurred in accessing the Account through or otherwise using any of the services (including but not limited to any telephone charges and internet service provider's charges).
- 18.5 Any payment by the Customer under these Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law to effect such deductions or withholdings, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.
- 18.6 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine, which rate(s) are provided in the form of notice in the banking halls of the Bank from time to time or on the relevant transaction documents, on all service charges, the utilized amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Accrued interest shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full.
- 18.7 The Customer authorizes the Bank to debit the Account at any time with interest for all amounts due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any third party and notwithstanding that the Customer may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/or adverse exchange rate movements.
- 18.8 The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts as the Bank may notify the Customer.
- 18.9 The Bank may include its fees or charges in the price or rate for the investment quoted by the Bank to the Customer. The Customer consents to the Bank's acceptance of rebates, fees, soft dollars or other benefits from any person in connection with transactions effected by the Bank for the Account of the Customer.
- 18.10 In the event that any sales tax or services tax or any other tax ("Tax") is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such Tax, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment of such Tax, the Customer agrees to indemnify the Bank against the same.

19. 本行之擔保權

存戶同意,當本行按存戶要求接受或產生任何債務時,或當帳戶透支時,或當應付本行任何利息、服務費、稅款或其他金額到期時,本行以存戶名義持有或代其持有之任何存款、資金、文件、文書、動產、債券、信用債券、股票或其他證券,及任何其他有價物品(以下稱「擔保品」),包括寄存保管之擔保品,於法律許可範圍內,均應視為已質押和(或)抵押且構成對本行之持續擔保,以履行該等債務並償付該等透支,且本條款第19條應成為本行與存戶間之質押和(或)抵押協議。存戶應為、准許或致使他人行為並授權本行以存戶名義而為本行得隨時需為之行為,以達成或完成質押和(或)抵押。本行應有權可置留該等擔保品(縱如此必須使存戶之支票遭到退票)或其任何部分,直到債務、透支和(或)欠付總額已清償和(或)償付。

19. Bank's Security Rights

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, tax or other sum is due and payable to the Bank, any deposits, funds, documents, instruments, chattels, bonds, debentures, shares or other securities, and any other valuables held by the Bank in the name of, or on behalf of, the Customer (hereinafter called "Collateral") including Collateral in safe custody, shall to the extent permitted by law, be deemed pledged and/or charged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft and this Clause 19 shall serve as agreement of pledge and/or charge between the Bank and the Customer. The Customer shall do, permit or procure to be done, and authorise the Bank to do in the name of the Customer, everything which the Bank may from time to time require to be done for the purpose of perfecting or completing the pledge and/or charge. The Bank shall have the right to retain such Collateral (even if this necessitates the dishonouring of the Customer's cheques) or any part thereof, until the liability, overdraft and/or sum owing is discharged and/or repaid.

20. 抵銷權和帳戶合併

- 20.1 在不妨礙本行依法和基於公平得有權利之前提下,本行應有權(但應無義務)隨時經通知而合併或綜理存戶或存戶之任何一位或多位存款戶(無論係單獨或與任何其他共同持有和(或)以任何方式、名稱或形式持有,包括獨資事業之營業名稱)之全部或任何帳戶,並抵銷任何一個或數個該等帳戶(無論所在何處,包括海外分行之帳戶)中的任何信用餘額(無論到期與否),用以扣抵存戶或任何一位或多位存款戶就任何帳戶之任何債務,或以任何方式、名稱或形式而有任何相關,無論該等債務為目前或未來債務、實際或或有債務、主要或附帶債務、連帶債務。此外,儘管存戶對本行之任何債務為或有或未來債務,但本行對存戶應負而支付任何存戶帳戶信用既有之任何款項,於支付該等債務所需範圍內,均應暫停,直到發生或有或未來事件為止。若存戶違約不清償存戶對本行之任何債務,或存戶因任何理由而違反或威脅將違反本約任何條款時,本行應有權可行使第20條賦予本行之權利。本行將於行使本約賦予其之任何權利後立即向存戶通知。
- 20.2 本行亦應有權可置留存於本行或由本行以其他方式持有,或以存戶或一位或多位存戶名義持有(無論係以寄存保管或其他理由持有)全部或任何擔保品、有價物品或任何其他財產(無論何種財產且無論位於何處),並有權得將前述項目或其任何部分以本行認定之價格出售,無論以公開拍賣、財產出讓契約或招標,且本行得聘任相關代理人或經紀人並將其收益用於抵銷存戶按本行與存戶間進行任何交易和(或)因其所生而存戶應向本行支付之任何或全部款項,但首先應扣除全部成本和費用。

20. Right of Set-Off and Combination of Accounts

- 20.1 Without prejudice to the rights which the Bank may be entitled in law and in equity, the Bank shall be entitled (but shall not be obliged) at any time with notice, to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly with any other person(s) and/or under whatever style, name or form (which include trade name of sole-proprietorships), and to set-off any credit balances, whether matured or not, in any one or more such Accounts wherever situate including those in overseas branches, against any liabilities of the Customer or of any one or more of account holders on any Account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint. Further, insofar as any liability of the Customer to the Bank are contingent or future, the Bank's liability to the Customer to make payment of any sums standing to the credit of any of the Customers' Accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall be entitled to exercise the rights conferred under this Clause 20 to the Bank if the Customer defaults in discharging any of the Customer's liabilities to the Bank or if any term herein is breached or threatened to be breached by the Customer for whatever reason. The Bank will inform the Customer promptly after exercising any right conferred herein.

20.2 The Bank shall also be entitled to retain all or any securities, valuables or any other property whatever and wherever situate which may be deposited with or otherwise held by the Bank or in the name of the Customer or any one or more of them whether for safe custody or otherwise and to sell the same or any part thereof at such price as the Bank shall determine whether by public auction, private treaty or tender and the Bank may engage such agent or broker therefore and apply the proceeds thereof to set off any or all sums owing from the Customer to the Bank under and/or arising out of any transaction entered into between the Bank and the Customer after first deducting all costs and expenses.

21. 存戶賠償 / 貨幣兌換

21.1 存戶應向本行與本行所有僱員、職員、名義行為人、董事和代理人全額賠償所有損失、費用、損害、請求和支出，包括法律費以及本行因任何理由而蒙受或產生之成本，包括但不限於：

- (1) 本行行使或執行據稱為向本行做成之任何指示，無論該等指示是否未取得授權、不正確或不完整；
- (2) 於向存戶提供任何服務及以銀行業者角色向存戶履行其功能時，包括但不限於擔任催收或付款銀行機構，對支票、票據、本票、匯票、股息證或為催收而提示之其他文書，做成任何背書或償付保證，且該等保證應視為經存戶要求即可做成保證；和(或)於任何支票、票據、本票、匯票、股息證或為催收而提示之其他文書之催收或付款時；
- (3) 有關本行保留或強制執行其按本條款得有或因存戶未遵守本條款任何約定所生之權利；
- (4) 有關任何人基於任何理由(包括但不限於任何違法、詐欺、疏忽或未經授權即使用任何帳戶和(或)服務)對存戶或任何帳戶提起之任何訴訟；
- (5) 與保護或與任何帳戶和(或)服務相關之任何性質的程序；
- (6) 有關本行遵守任何既有或未來制定有關任何帳戶和(或)服務或本條款任何約定之法令規範；
- (7) 因使用銀行服務所致；及
- (8) 因本條款(包括但不限於第22條)所生或與其相關之事項。

21.2 本賠償約定應持續有效，儘管帳戶或服務或本條款有任何終止或關戶情事。

21.3 存戶同意因包括但不限於下列理由而將一種貨幣兌換為另一種貨幣：

- (1) 將存戶任何帳戶中現有之存款餘額或本行應向存戶支付之任何其他款項兌換為任何其他貨幣，以執行任何指示、評估存戶之債務，或強制行使按本條款規定本行得有之權利或本行得有與任何服務或帳戶相關之權利(包括本行執行帳戶之任何抵銷或合併)；
- (2) 於任何帳戶之餘額或餘額之任何部分(並依本行選擇，連同兌換金額所累計之利息)，於該等餘額或餘額之任何部分到期應由本行償付時，兌換為本行所選擇之任何其他貨幣，且以該貨幣償付即應構成全部完整解除本行有關應償付款項之義務；或
- (3) 將本行收受之任何金額(無論係為計入任何帳戶之信用或償付應向本行支付之任何金額)兌換為帳戶之貨幣或付款貨幣(視情況而定)，兌換均得以本行當時之匯率為之。存戶同意因該等貨幣兌換所生之全部損失、費用與風險，均應由存戶自行承擔。

21.4 本行應有權決定凍結帳戶(包括存戶與其他人共同持有之帳戶)之款項，作為賠償本行可能蒙受、產生或有義務應代表存戶支付和(或)與任何帳戶和(或)服務相關之任何損失、成本、損害、請求與支出所需。

21. Indemnity by Customer/Currency Conversion

21.1 The Customer shall fully indemnify the Bank and all the Bank's servants, employees, nominees, directors and agents for all losses, costs, damages, claims and expenses, including legal fees and costs howsoever suffered or incurred by the Bank including but not limited to:

- (a) the Bank acting or carrying out any Instruction purportedly given to the Bank whether or not such Instructions are unauthorized, inaccurate or incomplete;
- (b) in the provision of any service to the Customer and the performance of its function as banker to the Customer including but not limited to acting as collecting or paying banker, guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Customer's request; and/or in the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument presented for collection or payment;
- (c) in connection with the Bank's preservation or enforcement of its rights under these Conditions or as a result of non-compliance of any of these Conditions by the Customer;
- (d) in connection with any action taken by any party against the Customer or any Account for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorized use of any Account and/or Service;
- (e) in connection with any proceeding of whatever nature for the protection of or in connection with any Account and/or Service;
- (f) in connection with the compliance by the Bank with any existing or future law or regulation or official directive in respect of any Account and/or Service or any of these Conditions;
- (g) as a result of the use of the Services; and
- (h) arising out of or in connection with these Conditions (including without limitation Clause 22).

21.2 This indemnity shall continue notwithstanding any termination or closure of the Account(s) or Service(s) or these Conditions.

21.3 The Customer agrees that any conversion from one currency into another for whatever reason, including without limitation the following:

- (a) conversion of an amount standing to the credit in any of the Customer's Accounts or any other amount due by the Bank to the Customer to any other currency for the purpose of carrying out any instruction, assessing the Customer's liability or enforcing the Bank's rights under these Conditions or in relation to any Service or Account (including to effect any set-off or consolidation of Accounts by the Bank);
- (b) conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together with the interest accrued on the amount so converted) into another currency selected by the Bank at the time such balance or part thereof becomes due to be repaid by the Bank and repayment in such currency shall constitute full and complete discharge of the Bank's obligations with respect thereto; or
- (c) conversion of any sum received by the Bank (whether for credit into any Account or in payment of any sum due to the Bank) to the currency of the Account or the currency in which payment is to be made, as the case may be,

may be effected by the Bank at its own rate of exchange then prevailing. The Customer agrees that all losses, costs and risks resulting from such currency conversion shall be borne solely by the Customer.

21.4 The Bank shall be entitled to reserve such sums in the Account(s) (including Accounts held jointly by the Customer with other person(s)), as it may determine to be required to indemnify the Bank for any loss, cost, damage, claim and expense which it may suffer, incur or be liable to pay on behalf of the Customer and/or in connection with any Account and/or Service.

22. 口頭 / 電傳指示

22.1 本行得依客戶授權(但無義務)執行其帳戶進出交易，包括但不限於將帳戶資金移轉至任何人(包括但不限於同為帳戶共同持有人之存戶或任何授權人員)：

- (1) 此等指示得隨時以口頭作成或以口頭表明，無論係透過電話或其他方式(簡稱為「口頭指示」)；或
- (2) 此等指示得隨時以電傳或類似方式向本行傳送，並含授權簽署人授權或表明為授權發出該等指示之簽名(簡稱為「傳真指示」)，毋需存戶或任何授權人員之任何其他授權，亦毋需向存戶或任何授權人員另行通知或再收到其通知，毋需本行就做成或授權或表明為做成或授權該等指示人員之授權或身分或其真實性為任何詢問，無論該等指示依當時一般情況或交易性質為何，且儘管該等指示有任何錯誤、誤解、詐欺或不清楚，亦無論該等口頭指示或電傳指示係有或無存戶授權而做成或提出。

22.2 在不妨礙前款規定之前提下，存戶同意本行毋需就存戶可能因本行按前文第22.1條行為(包括但不限於並非存戶或授權人員者做成之任何口頭指示，或按前文所述傳送之任何電傳指示，其中載有任何偽造簽名或因其他理由該等簽名並未獲授權)而蒙受之任何損失負責。

22.3 存戶茲同意，本行任何經理人(或視實際情況，本行位於全球任何地方之任何分行或關係企業之任何經理人)所為之任何口頭指示註記，或視實際情況任何傳真指示之副本，均應為該等口頭指示或傳真指示(視實際情況)之確定具約束力證明，但本行絕無義務須使其任何經理人或該等分行或關係企業之相關經理人為任何口頭指示之任何註記，且未為任何相關註記絕不影響本約所載之授權，亦不妨礙本行依本條款得行使之權利。

22. Oral/Telefax Instructions

22.1 The Bank is hereby authorized (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account including without limitation making transfers of funds from the Account to any person (including without limitation any Customer who is a joint account holder or any Authorised Person):

- (a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an “oral instruction”); or
- (b) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorized signatory authorizing or purporting to authorize its issue (each a “telefacsimile instruction”),

without any further authority from the Customer or any Authorised Person, or having further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority or identity of the person giving or authorizing or purporting to give or authorize such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such Instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instruction, and whether or not such oral instruction or telefacsimile instruction was made or given with or without the authority of the Customer.

- 22.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 22.1 above including without limitation on any oral instruction of a person who is not the Customer or an Authorised Person, or any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has been forged or is otherwise unauthorized.
- 22.3 The Customer hereby agrees that a note made by any of the Bank’s officers (or, as the case may be, any of the officers of any of the offices in any part of the world or affiliate companies of the Bank) of any oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note of any oral instruction and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank under these Conditions.

23. 通訊

- 23.1 存戶應於存戶和(或)任何授權人員原先向本行提供之詳細資料有任何變更時, 立即通知本行, 例如姓名、職業、地址、身分文件、電話、傳真或其他聯絡號碼、合夥人(如為合夥帳戶)、董事和備忘錄與組織章程(如為公司帳戶), 以及章程和(或)規則(如為會社、社團和其他非公司團體)。
- 23.2 來自本行或由本行發出, 所有向存戶發出之通知和通訊, 包括任何對帳單、確認通知、文件、其他任何文書(包括支票簿)和(或)個人識別密碼(以下合稱「通訊」), 均得以郵件、傳真或其他電子傳送、專人親送或本行認為適宜之其他方式, 交送至存戶於本行紀錄中留存之最後地址、傳真或其他相關號碼, 且應視為(即使無法交付或傳送或之後因無法交付而被退回):
 - (1) 於相關郵寄後兩日, 或於傳真或其他電子傳送或專人親送派送當日已由存戶收受; 且
 - (2) 以服務生效的目的而言, 此通訊已有效送達。所有通知和其他通訊均得於本行之分行或新聞發布方式(一(1)份日報)或於本行全權決定所選擇之任何其他媒體發布方式提供, 而於該等公告當日即視為存戶已收受。
- 23.3 如任何通訊於交送、傳送或派送途中延遲、遭攔截、遺失和(或)無法送達存戶, 或若相關通訊之內容於傳遞過程中向任何第三人揭露, 存戶均不應要求本行負責。
- 23.4 存戶同意, 於相關法律准許範圍內, 按現行法令和(或)子法規定應由專人親送之任何文件, 得以掛號郵件寄送至本行紀錄中最後知悉之存戶地址, 並同意該等送達於相關文件按前述以掛號郵件方式郵寄後四日時(即使無法交付或因無法投遞而退回), 即視為有效之親自送達。
- 23.5 本行經理人之書面聲明, 確認本行任何通訊之投遞均應為此一事實對存戶具約束力且確定之證明。
- 23.6 如本行接獲指示要求保留任何通訊由存戶領取, 而非該項指示, 本行將逕向存戶發送, 此時該等通訊均應視為於其一開始可供存戶領取時即已向存戶派送並已由存戶收訖。
- 23.7 任何已由本行載明收件人並已寄送、派送或交付予存戶之一之任何人之通訊, 均應視為已向存戶全體寄送、派送或交付(視實際情況), 且本條第23條應適用任何該等通訊之送達、派送或交付(視實際情況), 又, 若任何該等人員已收到或視為已收到任何該等通訊, 視為存戶全體均已收到同樣通訊。
- 23.8 在不妨礙第25.1條一般性之前提下, 本行對於無論因任何原因(包括電腦服務或郵政服務發生障礙)所導致之任何延遲、未收到、錯誤或遺漏(有可能是在訊息傳送過程中或以電子付款、電傳、郵寄、快遞等方式或其他方式傳遞之任何通訊中發生), 均不負責任。本行或存戶所為之全部通訊, 其風險全部由存戶承擔。

23. Communication

- 23.1 The Customer shall notify the Bank immediately upon any change of particulars of the Customer and/or any Authorized Person previously provided to the Bank, such as names, occupations, addresses, identification documents, telephone, facsimile or other contact numbers, partners (for partnership Accounts), directors and memorandum and articles of association (for corporate Accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).
- 23.2 All notices to and communications with the Customer, including any statement of account, confirmation advice, document, other instrument whatsoever (including cheque books) and/or PIN (hereinafter collectively called “Communications”) from or issued by the Bank may be sent by post, facsimile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the last known address, facsimile or other relevant number of the Customer in the Bank’s records and shall be deemed (even if they could not be delivered or transmitted or were subsequently returned undelivered):
 - (a) to have been received by the Customer two days after such posting, or on the day the facsimile or other electronic transmission or hand-delivery is despatched; and
 - (b) to be effective service for the purpose for which such Communications was sent.All notices and other communications may also be given in the Bank’s branches or in the press (in one (1) daily newspaper) or any other media chosen by the Bank in its absolute discretion and the Customer shall be deemed to have received the same on the date of such publication.
- 23.3 The Customer shall not hold the Bank liable in the event any Communications is delayed, intercepted, lost and/or failed to reach the Customer during delivery, transmission or despatch, or if the content in such Communications is disclosed to any third party during transit.
- 23.4 The Customer consents, to the extent permitted by the applicable laws, to the effecting of personal service of any document which is required by any prevailing legislation and/or subsidiary legislation to be personally served, by way of registered post to the last known address to the Customer in the Bank’s records and also consents to such service being deemed as effective personal service four days after such document was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered.
- 23.5 A written statement by an officer of the Bank confirming the posting of any Communications whatsoever by the Bank shall be binding and conclusive evidence of this fact against the Customer.
- 23.6 Where any Instruction is given to the Bank to retain for collection by the Customer any Communications which but for the Instruction the Bank would dispatch to the Customer, each of such Communication shall be deemed to have been dispatched and received by the Customer at the time when it first becomes available for collection by the Customer.
- 23.7 Any Communications addressed and sent, despatched or delivered by the Bank to any one person constituting the Customer shall be deemed to have been addressed and sent or delivered, as the case may be, to all the persons constituting the Customer and this Clause 23 shall apply to the service, despatch or delivery, as the case may be, of any such Communications and where any such person shall have received or is deemed to have received any such Communications, all the persons constituting the Customer shall be deemed to have received the same.
- 23.8 Without prejudice to the generality of Clause 25.1, the Bank shall not be liable for any delay, non-receipt, error or omission howsoever caused including breakdown in computer services or postal services, which may occur in the transmission of messages or in any of its Communications made by means of electronic payments, telegraphic transfer, post, courier or other means. All Communications made by the Bank or the Customer shall be at the Customer’s sole risk.

24. 資金減少或無法使用

- 24.1 本行於發生下列任何情況時均毋需對存戶負責:
 - (1) 因稅款、貶值或匯率浮動以致帳戶資金價值有任何減少;
 - (2) 任何其他分行(無論在中華民國境內或其他地方)無法履行按任何帳戶或服務而應履行之任何義務, 包括但不限於向存戶支付帳戶資金或給付資金利息; 或
 - (3) 因下列任一事件而無法使用資金:
 - (i) 法律、法規、規定之頒定或變更, 或任何國家之政府或主管機關任何有關外匯管制、貨幣轉換限制、凍結、延期償還、徵收、徵用、某國貨幣因任何理由變更、非自願移轉或任何類型之財產扣押相關之行為;
 - (ii) 不可抗力、天然災害、罷工、戰爭、恐怖活動、內亂、暴動, 或任何國家出現政府或經濟動亂狀態;

- (iii) 超出本行控制範圍之任何其他情況，無論在中國境內或其他地方。
- 24.2 若發生第24.1條中提及之任何事件，本行應有權可全權決定並向存戶事前通知而將存款貨幣轉換為任何其他貨幣，並追索替換資金成本和(或)本行產生之任何其他成本與費用。
- 24.3 若因任何其他理由本行無法配置資金，本行得全權決定並向存戶事前通知而於該期間內暫緩支付資金之利息和(或)按其認為適當而修訂配置期間。
- 24. Diminution or Unavailability of Funds**
- 24.1 The Bank shall not be liable to the Customer in any of the following events:
- (a) any diminution in the value of funds in the Account due to taxes, depreciation or fluctuation in exchange rates;
- (b) the inability of any other branch (whether in the Republic of China or elsewhere) to perform any of its obligations under any Account or Service including but not limited to paying the Customer the funds in the Account or paying interest on the funds; or
- (c) the unavailability of funds due to any of the following events:
- (i) enactment or change in laws, rules, regulations, or any acts of a government and regulatory authorities in any country relating to exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes in a country's currency for any reason, involuntary transfers or restraints of any kind;
- (ii) force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state of political or economic chaos in any country; or
- (iii) any other circumstances beyond the Bank's control whether in the Republic of China or elsewhere.
- 24.2 If any such event mentioned in Clause 24.1 occurs, the Bank shall have the right in its absolute discretion and with prior notice to the Customer to convert the currency of deposit into any other currency and to recover the costs of replacing funds and/or any other costs and expenses incurred by the Bank.
- 24.3 If for any other reason the Bank cannot deploy the funds, the Bank may in its absolute discretion and with prior notice to the Customer suspend the payment of interest on funds for such period and/or revise the placement period as it deems fit.
- 25. 責任與賠償之排除**
- 25.1 在不妨礙本約其他條款一般性之前提下，本行毋需就非因本行過失之任何其他理由而蒙受或導致之任何損失、損害或支出負擔責任，包括但不限於下列各項：
- (1) 本行任何帳戶之操作和任何服務之提供；
- (2) 因任何理由或基於任何原因使任何服務之使用受到限制或影響；
- (3) 任何通匯行、經紀人、代理人、保管人或涉及任何交易之其他人之行為、不行為、疏失或違約；
- (4) 本行按本條款基於善意認為係由存戶或授權人員做成之任何指示，儘管該等指示有任何錯誤、誤解、詐欺或不清楚；
- (5) 更動指示和(或)偽造存戶或任何授權人員之簽名；
- (6) 任何電腦或系統病毒干擾、破壞或任何其他理由而可能曾干擾到本行任何營運和(或)服務，或因任何理由而導致電腦軟體或設備(無論是否屬於本行，用以連結本行之營運和(或)服務提供)出現損壞或故障；及
- (7) 銀行紀錄之任何損失、損壞或錯誤，無論原因為何。
- 25.2 除本行以書面另行明示同意外，本行不對存戶承擔任何顧問責任、忠實義務或類似義務或其他責任。本行假設並依賴此假設，即存戶已取得必要之獨立法律、稅務、財務和其他意見，以進行有關本行與存戶間任何帳戶或服務交易或本行按指示而執行之任何相關交易。
- 25.3 就存戶之所失利益、間接、特別或附隨損害，本行毋庸負責。
- 25.4 基於本條款或本條款所生或與本條款相關之任何損失、損害、費用或請求，或因未履行或延遲履行任何指示(包括特定指示或常態指示)、任何通訊系統故障或失去功能，或任何超出本行控制範圍或期望而發生之任何損失、損害、費用或請求，本行均不負責。
- 25. Exclusion of Liability and Indemnity**
- 25.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the Bank, including but not limited to the following:
- (a) the operation of any Accounts and the provision of any Services by the Bank;
- (b) the availability of any Services being restricted or affected by any cause or for whatever reason;
- (c) the acts, omission, negligence or default of any correspondent, broker, agent, custodian or other parties involved in any transaction;
- (d) the reliance upon any Instruction by the Bank in accordance with these Conditions which the Bank believes in good faith to be given by the Customer or an Authorized Person notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instructions;
- (e) alteration of Instruction and/or forgery of the Customer's or any Authorized Person's signature;
- (f) any computer or system virus interference, sabotage or any other causes whatsoever which may interfere with any of the Bank's operations and/or services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's operations and/or services; and
- (g) any loss of, destruction to or error in the Bank's records howsoever caused.
- 25.2 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Customer. The Bank assumes, and relies on the assumption, that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to any Account or Service transaction between the Bank and the Customer or effected by the Bank pursuant to an Instruction.
- 25.3 In no event shall the Bank be liable for the Customer's loss of profit, indirect, special or consequential damages.
- 25.4 The Bank shall not be liable for any losses, damages, costs or claims of any nature whatsoever and however arising under or in connection with these Conditions, or resulting from failure or delay in the execution of any instruction (including Instructions and standing instruction), breakdown or failure of any communication system or any cause beyond the control or anticipation of the Bank.
- 26. 第三人權利**
- 除本條款中有明示相反約定外，非屬本條款當事人之人員均無權行使本條款之任何約定。儘管本約中有任何約定，但本約當事人間後續對修訂或變更(包括任何債務之解除或和解)或終止本條款均毋需任何第三人同意。若第三人按本條款約定而被賦予權利，該等權利不可轉讓或移轉。
- 26. Rights of Third Parties**
- Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right to enforce any terms of these Conditions. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate these Conditions. Where third parties are conferred rights under these Conditions, those rights are not assignable or transferable.
- 27. 不同司法管轄區之請求權**
- 27.1 在不妨礙第32條之前提下，本行基於存戶之任何帳戶和(或)任何跟單信用狀、保證、賠償、定存或基於任何其他貸款協議而應付和(或)到期之任何金錢，均應完全由本行獨自於中華民國境內支付，且該等支付應受中華民國法律管轄，除書面另行明示者外。為追索主張本行應付之任何金錢和(或)指控本行之付款義務而提起之任何訴訟，均限由存戶於中華民國法院提起，除非本行另行同意外，且不利本行之任何判決或命令均不應對新加坡大華銀行(United Overseas Bank Limited)和其於中華民國境外之任何分行強制執行或行使。
- 27.2 本約之條款絕不以任何方式妨礙或影響本行於任何司法管轄區追索存戶基於任何帳戶或與本行之任何協議而應向本行支付之任何債務之權利，亦不妨礙或影響於任何司法管轄區對本行強制執行存戶提出之任何擔保之權利。
- 27. Claims in Different Jurisdictions**
- 27.1 Without prejudice to Clause 32, any monies payable and/or due from the Bank under any Account of the Customer whatsoever and/or any documentary credit, guarantee, indemnity, time deposit or under any other facility agreement whatsoever is payable solely and exclusively by the Bank in the Republic of China from

which payment of the monies is due and shall be governed exclusively by the laws of the Republic of China unless expressly stated otherwise in writing. Any proceedings whatsoever for the recovery of any monies claimed to be due from the Bank and/or any alleged payment obligations of the Bank shall be instituted by the Customer exclusively in the courts of the Republic of China unless the Bank otherwise agrees in writing, and any judgment or order made against the Bank shall not be enforceable or executed against United Overseas Bank Limited and any of its other branches outside the Republic of China.

27.2 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any debt due to it by the Customer under any Account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the Bank.

28. 修訂與特定條款

28.1 本行得向存戶發出合理通知而隨時修訂、刪除、替換或新增本條款和(或)特定條款之任何條款。

28.2 本條款和(或)特定條款之修訂通知得由本行以書面或以下列任一公告方式提出，並於本行公告當時即視為存戶已收到通知：

- (1) 新聞媒體廣告；
- (2) 於本行營業大廳明顯公告週知；和
- (3) 於本行網站張貼通知。

28.3 若存戶於收到或視為收到通知告知修訂、刪除、替換或新增通知後使用帳戶，即應視為已同意並接受前述各項，且前述各項即因而對存戶具約束力。

28.4 若存戶不同意對本條款和(或)特定條款之修訂，存戶得於修訂和(或)特定條款公告日期起〔三十(30)〕日內向本行發出書面通知而將全部帳戶或受影響帳戶結清關閉、終止服務或終止本條款和特定條款。

28.5 本行未行使或延後行使按本條款和(或)特定條款或基於其他理由而得之任何權利、權力或特權，均不構成棄權，且單次或部分行使、強制執行或棄權任何前述權利、權力或特權亦不排除本行再次行使或強制執行同樣權利、權力或特權，或行使或強制執行任何其他權利、權力或特權。

28. Amendments and Specific Terms

28.1 The Bank may at any time amend, delete, replace or add to, any term of these Conditions and/or Specific Terms by giving reasonable notice to the Customer.

28.2 Notice of amendment of these Conditions and/or Specific Terms may be given by the Bank in writing or by any one of the following methods of publication, which will be deemed to have been received by the Customer at the time of publication by the Bank:-

- (a) press advertisement;
- (b) prominent display of notice in the banking halls of the Bank; and
- (c) notice posted on the website of the Bank.

28.3 If the Customer utilises the Account after receipt or deemed receipt of the notice informing of the amendment, deletion, replacement or addition, the Customer shall be deemed to have agreed to and accepted the same and it shall bind the Customer accordingly.

28.4 If the Customer does not agree with the amendment to these Conditions and/or Specific Terms, the Customer may close all Accounts or affected Accounts, terminate the Services or terminate these Conditions and Specific Terms, by giving written notice to the Bank within [30] days from date of publication of the amendments and/or Specific Terms.

28.5 The Bank's failure or delay in exercising any rights, power or privilege under these Conditions and/or Specific Terms or otherwise shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude the Bank's further exercise or enforcement, or the exercise or enforcement of any other right, power or privilege.

29. 轉讓 / 移轉

29.1 本條款應拘束本行與存戶、其各自之繼承人與准許受讓人，並由其為權利之主張。

29.2 本條款應持續對存戶具約束力，儘管有以下情況：

- (1) 本行之名稱或組成有任何變動；或
- (2) 本行與其他機構合併或併入其他機構，該機構應就本條款取代並執行本行已向當時所有存戶提供之帳戶及服務項目，且本條款對存戶與該機構持續有效。

29.3 存戶未取得本行事前書面同意，不應以第三人為受益人轉讓帳戶或本行或其帳戶名義人持有之任何投資或資產(包括但不限於全部存戶之擔保品、單位信託、共同信託或集合投資計畫之其他利益)或對其中之任何權利、所有權或利益設定任何負擔、抵押、第三人利益或留置權。

29.4 存戶同意，本行得不經存戶事前書面同意，將本行按本條款或基於本行所維持之全部或任何存戶帳戶而有之權利、利益與義務全部或部分轉讓或移轉，並向任何可能之受讓人或被轉讓人或提議與本行就前述事項簽訂契約協定之任何其他人士揭露本行認為就該等契約協定而言屬適當之存戶相關資訊。但未經本行事前書面同意，存戶不得將按本條款或基於本行所維持之全部或任何存戶帳戶而有之權利、利益與義務之全部或一部轉讓或移轉。

29. Assignment/Transfer

29.1 These Conditions shall enure to the benefit of and be binding on the Bank and the Customer, their respective successors and permitted assigns.

29.2 These Conditions shall continue to be binding on the Customer notwithstanding:

- (a) any change in the name or constitution of the Bank; or
- (b) the consolidation or amalgamation of the Bank into or with any other entity; and in such event, such entity shall thereupon substitute for the Bank in relation to these Conditions, all Accounts and all Services made available at that time by the Bank to the Customer and these Conditions shall continue in force as between the Customer and such entity.

29.3 The Customer shall not, without the prior written consent of the Bank, assign or create any charge, mortgage, third party interest or encumbrance over any right title or interest in any of the Account(s) or any investment or assets (including but not limited to all the Customer's securities, unit trusts, mutual funds and other interest in collective investment schemes) held by the Bank or its nominee for the Account(s) in favour of any third party.

29.4 The Customer expressly consents that the Bank may assign or transfer all or part of the Bank's rights, benefits and obligations under these Conditions or under all or any of the Customer's Accounts maintained with the Bank without the Customer's prior written consent and disclose to any potential assignee or transferee or any other person proposing to enter into contractual arrangements with the Bank in relation to the same such information about the Customer as the Bank may think fit for the purposes of such contractual arrangements. The Customer, however, may not assign or transfer all or part of his/her/its rights, benefits and obligations under these Conditions or under all or any of the Customer's Accounts maintained with the Bank without the Bank's prior written consent.

30. 可分割性

若本條款所載之任一或多項約定於任何方面按任何相關法律規定應屬無效、違法或無法執行時，則其中所載其餘約定之效力、合法性與可執行性均毫不受影響或妨礙。

30. Severability

If any one or more of the provisions contained in the Conditions shall be invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein/therein shall not in any way be affected or impaired.

31. 違法性

儘管本條款有任何其他約定，若因任何相關法律或法規規定(無論是否有法律效力)或因其中任何變更或因與其相關之司法裁判或其解釋、施行或適用而應構成(或本行認為已經或即將構成)違法或本行因其他理由而被禁止繼續履行本條款之義務時，則本行應將該效力通知存戶，存戶應於收到通知時，應立即向本行支付未付之款項。

31. Illegality

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or shall appear to the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligations herein, the Bank shall thereupon notify the Customer to that effect, whereafter, the Customer shall immediately upon receipt of such notification from the Bank pay any money owing to the Bank by the Customer.

32. 適用法律與程序

- 32.1 本條款與因本條款所生或與之相關之任何爭議(包括有關其存在或效力之爭議)(下稱「爭議」)之解決,均應受中華民國法律管轄,存戶且不可撤銷地呈交中華民國台灣台北地方法院之一審專屬管轄。於法律准許之最大範圍內,存戶同意本行得將本條款與任何爭議相關程序提交任何司法管轄區之法院,且得於一個或數個之司法管轄區同時提起訴訟程序,此時,存戶同意不可撤銷地呈交任何該等法院之管轄。於法律准許之最大範圍內,存戶同意該等法院做成之全部判決均應為確定判決,對存戶具約束力,並得於對存戶具管轄權或不具管轄權之任何其他司法管轄區行使之。
- 32.2 存戶與本行間任何解除、和解、轉讓、支付或清償均應以下列為先決條件:有關存戶之債務或義務或任何人之擔保、處分或應向本行之付款不應因解散、財務困難、債務和解或償債協議之任何當時生效法律或基於任何其他理由而避免或擱置或遭命令應放棄、支付、退款或減少給付,且本行應有權可向存戶或任何其他相關人員索償本行就該擔保或處分而應有之價值或該付款金額,如同該等解除、和解、轉讓、支付或清償未曾發生。

32. Applicable Law and Proceedings

- 32.1 These Conditions and the settlement of any dispute arising out of or in connection with these Conditions (including a dispute regarding its existence or validity) ("Dispute") shall be governed by the laws of the Republic of China and the Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of the Republic of China with the Taipei District Court as the court of first instance. To the greatest extent permitted by law, the Customer agrees that the Bank may bring proceedings with respect to these Conditions and any Dispute in the courts of any jurisdiction and may take concurrent proceedings in more than one jurisdiction, in which case, the Customer hereby irrevocably submits to the jurisdiction of any such courts. To the greatest extent permitted by law, the Customer agrees that all judgments from such courts shall be conclusive and binding upon the Customer and may be enforced in any other jurisdiction to which the Customer is or may be subject.
- 32.2 Any release, settlement, assignment, payment or discharge between the Customer and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of the Customer's liabilities or obligations or any other person being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from the Customer or any other relevant person the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

33. 安全程序

本行得按其認為適當和(或)必要而隨時執行、修改或變更安全程序與功能,以確認存戶和(或)授權人員之身分和(或)簽名,並確認交易是否獲得適當授權,且存戶與授權人員應遵守前述各項。

33. Security Procedures

The Bank may, from time to time, implement, modify or change such security procedures and features it deems appropriate and/or necessary to verify the identity and/or signature of the Customer and/or Authorised Person, and that the transaction has been properly authorized, and the Customer and the Authorised Person shall comply with the same.

34. 適用語言

本條款與特定條款均以中英文兩種語文版本撰擬。若英文版與中文版有任何不一致時,應以中文版為準。

34. Prevailing Language

These Conditions and Specific terms are prepared in both English and Chinese versions. In the event of inconsistencies between the English and Chinese version, the Chinese version shall prevail.

35. 定義

「**帳戶**」意指存戶於本行開立之任何帳戶,包括但不限於活期存款或支票存款帳戶、儲蓄帳戶、定期存款帳戶,及基於服務目的而使用之任何其他帳戶,其中之資金得用於任何服務之使用,或用於本行得隨時提供之其他類型帳戶。

「**授權人員**」意指經存戶授權(無論單獨或與任何其他個人或多人共同授權)之人員,代表存戶做成任何指示和(或)執行或簽署任何指示,和(或)操作帳戶和(或)使任何交易生效或使用任何服務。

「**主管機關**」意指按中華民國銀行法第19條規定而指定之個人或法人。

「**本行**」意指新加坡大華銀行(United Overseas Bank Limited)台北分行,係按中華民國銀行法規定取得執照之銀行。

「**銀行營業時間**」意指本行隨時訂定以收受、處理和(或)執行指示或提供任何服務之時間。

「**營業日**」意指除星期六(若主管機關公告為營業日則不在此限)、星期日、國訂假日或銀行假日以外之任何營業日。外匯存款營業日意指本行與本行決定之任何相關營業中心就相關外幣交易均開放之營業日。

「**本條款**」意指帳戶及服務條款及其嗣後之變更、修訂或增補。

「**存戶**」意指本行帳戶之存款戶,和(或)使用任何服務之任何人,及其個人代理人或繼承人,視情況而定。

「**指示**」意指存戶對本行做成之任何要求、申請開立任何帳戶或提供任何服務,無論係依本行規定或可接受之形式、內容與方式,且無論係以何種方式寄送、給予或傳送(無論以郵件或透過網路、電傳、電腦或其他電子終端機、設備或系統或其他方式),無論任何時間,可以在本條款適用之前或之後,包括廢止、忽略或變更任何先前要求、申請、授權和指示之任何要求、申請、授權和指示,或本行經理人合理相信應係存戶之要求、申請、授權和指示者。

「**費率表**」意指向存戶提供有關本行就帳戶和服務所收取費用之書面費率表,及其嗣後之變更、修訂或增補。

「**服務**」意指本行隨時提供之一項或多項服務。

35. Definitions

"**Account**" means any account of the Customer with the Bank, including but not limited to Current or Checking Account, Savings Account, Fixed Deposit Account, and any other accounts used for the purposes of the Services and from which funds may be applied for the utilization of any Services, or such other types of accounts which may be made available by the Bank from time to time.

"**Authorised Person**" means a person authorized by the Customer (whether alone or jointly with any other person or persons) to give any Instruction and/or execute or sign any instrument and/or operate the Account and/or to effect any transaction or utilize any Service for and on behalf of Customer.

"**Authority**" means the person or corporation appointed under Article 19 of the Banking Act of the Republic of China.

"**Bank**" means United Overseas Bank Limited, Taipei Branch, a licensed bank under the Banking Act of The Republic of China.

"**Banking Hours**" means such hours stipulated by the Bank from time to time for receipt, processing and/or execution of Instructions or for the availability of any Service.

"**Business Day**" means any calendar day other than a Saturday (except when declared as a business day by the competent authority), Sunday, public holiday or bank holiday. Business Day for foreign currency deposits means a day when both the Bank and any relevant business centre as determined by the Bank for the relevant foreign currency transaction are open for business.

"**Conditions**" means these Terms and Conditions Governing Accounts and Services, as may be varied, amended or supplemented from time to time.

"**Customer**" means an account holder of an Account with the Bank, and/or any person utilizing any Services, and its personal representative(s) or successor(s), as the case may be.

"**Instructions**" means any requests, application for the opening of any Account or the provision of any Service, authorisation or instructions made to the Bank by the Customer, in whatever form, substance and manner as may be required by or otherwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the internet, telecommunication, computer or other electronic terminal, equipment or system or otherwise) at any time whether before or after these Conditions are applicable, including any requests, applications, authorisation and instructions to revoke, ignore or vary any previous requests, applications, authorization and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorization or instructions of the Customer.

"**Schedules of Terms and Conditions**" means the written schedule provided to the Customer regarding the charges levied by the Bank in connection with the Accounts and Services, as may be varied, amended or supplemented from time to time.

"**Services**" means the services provided by the Bank from time to time, and "Service" means any one of them.

附錄一
Appendix 1
支票存款帳戶特定條款
Specific Terms Applicable to Checking Accounts

1. 存戶同意遵照「支票存款戶處理規範」及「支票存款約定書補充條款」及其嗣後修正或補充之規定辦理。
The Customer agrees to comply with the “Checking Account Holder Regulations” and “Supplemental Provisions to Checking Account Agreement”, as may be amended or supplemented from time to time.
2. 支票存款概不付息。
No interest shall be paid on deposits in checking accounts.
3. 本行將每月寄發有關存戶存取數目之對帳單。如存戶發現對帳單上有何不符時，應於收到對帳單三十(30)日之內以書面通知本行，否則即視為核對無誤。
The Bank shall issue a monthly account statement in respect of the number of deposits and withdrawals made by the Customer. The Customer shall notify the Bank in writing of any discrepancy in the account statement within thirty (30) days of receiving the account statement, failing which the account statement shall be deemed verified as correct.
4. 存戶往來情形不佳時，本行得隨時停止發給支票簿或收回剩餘之空白支票，存戶結清銷戶時亦應立即將剩餘之空白支票繳還本行。
Where the Customer does not have good records of transaction, the Bank may cease issuing cheque books or recall any remaining blank cheques at any time. The Customer shall also immediately return remaining blank cheques to the Bank when closing an account.
5. 發票人對已為付款人所支付之票據，日後發現字跡有難於辨認或其他情形致發生糾紛時，概由發票人自行負責，本行不負任何責任。
In the event of a dispute concerning a bill where payment has already been made to the payee, due to the writing on such bill being difficult to identify or any other reason, the issuer of the bill shall be solely responsible for such dispute, which shall not concern the Bank.
6. 有關支票存款戶，存戶同意本行得將其開戶日期、法人之資本額與營業額、存款不足之退票紀錄、撤銷付款委託紀錄及是否被票據交換所列为拒絕往來戶等有關票據信用之資料提供予他人查詢。
The Customer agrees that the Bank may provide such bills credit information as the account opening date, capitalization and revenue amount of a legal person, record of dishonoured cheques due to insufficient deposit, record of cancelled payments, and whether the Customer has been blacklisted by a clearing house relating to a cheque account, for inquiry by other persons.
7. 支存每月平均餘額不得小於新台幣拾萬元正。不足時，本行將於次月自 貴帳戶內扣減新台幣壹仟元正之服務手續費。(靜止戶亦同。)
The monthly average balance in a checking account shall be no less than One Hundred Thousand New Taiwan Dollars (NT\$100,000). Where the balance is insufficient, the Bank shall deduct from the account a service charge of One Thousand New Taiwan Dollars (NT\$1,000) as of the following month. (The same applies to dormant accounts)
8. 存戶同意如連續半年末有任何交易紀錄者，本行有權將存戶轉為靜止戶或終止往來並將帳戶餘額返還予存戶，並且停止寄發該帳戶或存款之對帳單。
The Customer agrees that in the event there is no transaction in respect of an account for six (6) consecutive months, the Bank shall be entitled to convert the account into a dormant account or terminate the account, and return the balance in the account to the Customer. The Bank shall also cease issuing account statements in respect of said account or deposits.

附錄二
Appendix 2
活期存款帳戶特定條款
Specific Terms Applicable to Savings Accounts

1. 存戶於本行開立之帳戶，本行不會發給存摺，但本行將每月寄發有關存戶存取數目之對帳單。如存戶發現對帳單上有何不符時，應於收到對帳單三十(30)日之內以書面通知本行，否則即視為核對無誤。
With respect to accounts opened by the Customer with the Bank, the Bank will not issue passbook but the Bank shall issue a monthly account statement in respect of the number of deposits and withdrawals made by the Customer. The Customer shall notify the Bank in writing of any discrepancy in the account statement within thirty (30) days of receiving the account statement, failing which the account statement shall be deemed verified as correct.
2. 活期存款利息，每月結算一次滾入本金。存款利息以本行牌告利率計算，該項利率或有變動，存戶可向本行詢問現行利率。
Interest on savings account deposits shall be accrued on a monthly basis and rolled into the principal. The interest rate shall be the published interest rate of the Bank, which may change from time to time. The Customer may inquire with the Bank for the prevailing interest rate.
3. 存戶之存款利息應繳納利息所得稅，依法由本行代為扣繳，凡合乎免稅規定之存戶，應辦妥免稅手續，方可免扣。
The Customer shall be liable for interest income tax on interest accrued on deposits, which income tax shall be withheld and paid by the Bank according to law. Customer qualifying for any tax exemptions must first complete the tax exemption procedures before being exempt from such withholding.
4. 活存每月平均餘額不得小於新台幣拾萬元或同等值之外幣金額。不足時，本行將於次月自貴帳戶內扣減新台幣壹仟元正之服務手續費。(靜止戶亦同。)
The monthly average balance in a savings account shall be no less than One Hundred Thousand New Taiwan Dollars (NT\$100,000) or the equivalent in a foreign currency. Where the balance is insufficient, the Bank shall deduct from the account a service charge of One Thousand New Taiwan Dollars (NT\$1,000) as of the following month. (The same applies to dormant accounts)
5. 存戶同意如連續二(2)年未有任何交易紀錄者，本行有權將存戶轉為靜止戶或終止往來並將帳戶餘額返還予存戶，並且停止寄發該帳戶或存款之對帳單。
The Customer agrees that in the event there is no transaction in respect of an account for two (2) consecutive years, the Bank shall be entitled to convert the account into a dormant account or terminate the account, and return the balance in the account to the Customer. The Bank shall also cease issuing account statements in respect of said account or deposits.

附錄三
Appendix 3
定期存款帳戶特定條款
Specific Terms Applicable to Fixed Deposit Accounts

1. 定期存款開戶時，存戶可同時申請到期時自動轉期。開戶後，存戶亦可以書面申請到期時轉期續存。
When opening a fixed deposit account, the Customer may also apply for automatic renewal of the term of the deposit upon maturity. Alternatively, the Customer may apply in writing for renewal of the term upon maturity after the account has been opened.
2. 定期存款轉期續存，如逾期一個月以內時，得自原到期日起息，到期未提取之利息亦可一併轉存。
Where renewal of the term of a fixed deposit account occurs less than one (1) month after its maturity, interest may be accrued from the original maturity date, and interest not collected at the time of maturity may also be rolled over into the renewed term.
3. 定期存款到期後，超過一個月申請續存，自轉存之日起息，其原到期日至轉存前一日之逾期利息，照逾期提取之逾期利息計算。
Where renewal of the term of a fixed deposit account occurs more than one (1) month after its maturity, interest shall be accrued from the renewal date, and interest accrued from the original maturity date to the day before the renewal day shall be calculated at the delay interest rate applicable for delayed collection.
4. 定期存款到期前不得提取，但尚未到期前欲中途解約者，存戶須於七(7)日前通知，且將存款全部一次結清。中途解約其利息按現行法規辦理。
Withdrawals may not be made on a fixed deposit account before the maturity date. Where the Customer wishes to prematurely terminate the fixed deposit agreement before the maturity date, he/she shall notify the Bank seven (7) days in advance and must withdraw the balance of the account in full. Interest in respect of a prematurely terminated account shall be calculated in accordance with the prevailing laws and regulations.
5. 未經本行書面同意，存戶不得自行將存單質押或以其它方式轉讓予他人。
Except with the written consent of the Bank, the Customer may not pledge or otherwise assign a certificate of deposit to third party.

附錄四
Appendix 4
外幣存款帳戶特定條款
Specific Terms Applicable to Foreign Currency Accounts

1. 外幣帳戶之種類包括外幣活期存款及外幣定期存款。
A foreign currency account may be either a foreign currency savings account or foreign currency fixed deposit account.
2. 本帳戶得交易之幣別以本行牌告之貨幣為準，得由存戶自行選擇一種或多種幣別，並得於法令許可之範圍內隨時相互轉換，本行並得隨時更新之。
Currencies acceptable for the account shall be those published by the Bank. The Customer may choose one or more currencies, and may convert between currencies at any time to the extent permissible by law. The Bank may also update the account from time to time.
3. 進行本帳戶交易時，如需將款項自一種外幣兌換成另一種外幣時，應依交易當時本行牌告之即期匯率計算。就本帳戶之存款及交易，存戶應自行承擔各有關匯價波動、兌換限制及兌換損失之風險。
Where it is necessary to convert any sum from one currency to another when undertaking a transaction involving the account, the spot exchange rate published by the Bank at the time of the transaction shall apply. The Customer shall be solely liable for all risks involving exchange rate fluctuations, conversion restrictions and conversion loss in respect of deposits and transactions of this account.
4. 外幣活存每月平均餘額不得小於外幣金額同等值之新台幣拾萬元。不足時，本行將於次月自 貴帳戶扣減外幣金額同等值之新台幣壹仟元正之服務手續費。(靜止戶亦同)。
The monthly average balance in a foreign currency savings account shall be no less than an amount in the relevant foreign currency equivalent to One Hundred Thousand New Taiwan Dollars (NT\$100,000). Where the balance is insufficient, the Bank shall deduct from the account a service charge which is an amount of relevant foreign currency equivalent to One Thousand New Taiwan Dollars (NT\$1,000) as of the following month. (The same applies to dormant accounts)
5. 存戶瞭解其就本帳戶所為之各項交易，均須依其知識、經驗及獨立判斷為之，本行並無提供任何資訊之義務，縱本行或其職員、雇員等提供資訊，亦僅供參考，存戶仍須自行判斷而為交易，不得以本行或其職員提供之資訊為由而要求本行負任何責任。
The Customer understands that all transactions in respect of the account shall be undertaken by the knowledge, experience and independent judgment of the Customer. The Bank has no obligation to provide any information, and any information provided by the Bank or its employees or staff is for reference only; the Customer must exercise his/her independent judgment in any transaction. The Customer may not require the Bank to be responsible in any way by virtue of any information provided by the Bank or its staff.
6. 存戶應依外匯相關法令之規定進行本帳戶之各項交易及幣別轉換。
The Customer shall conduct all transactions and currency conversions in accordance with relevant provisions of foreign exchange laws and regulations.
7. 存戶瞭解本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 Customer acknowledges that foreign currency accounts are subject to potential risks of exchange rate fluctuations and non-conversion by the issuing country. The Customer understands the above and is willing to be responsible for any such risks.

同意並接受 CUSTOMER'S AGREEMENT:

我們接受並同意上述的所有條款。

We accept and agree to the foregoing terms and conditions.

日期 Date: _____

客戶名稱：

Customer Name: _____

客戶印鑑：

Customer Chop/Signature: _____

