



## 全球金融網服務申請書暨約定書(授權戶)

## Global e-Banking Service Application Form and Service Agreement (Authorized User Account)

授權人基於業務需求茲授權被授權人之全球金融網用戶管理中心者代為設定授權人網路銀行授權使用者之各使用者交易權限，並同意由該授權使用者以被授權人名義之電子憑證/動態密碼卡透過兆豐國際商業銀行(以下簡稱銀行)全球金融網辦理授權人與銀行間之交易，與被授權人之關係茲聲明如下：(可複選)

To accommodate business requirements, the Appointer grants the Authorized, administration access to the Global e-Banking Access Management function. The Authorized will configure the access rights of the Appointer's authorized Internet banking users on behalf of the Appointer, and allow authorized users to carry out transactions between the Appointer and Mega International Commercial Bank (hereinafter referred to as the "Bank") via Global e-Banking services using electronic certificates/dynamic password tokens under the name of the Authorized. The relationship between the Appointer and the Authorized are as follows: (multi-select)

- 被授權人與授權人為同一自然人或同一法人。  
 The Authorized Person and Appointer are the same natural person or corporate entity.
- 被授權人與授權人互為配偶、二親等以內之血親。  
 The Authorized Person and Appointer are spouses or relatives within the second degree or closer.
- 被授權公司與授權公司之負責人為本人或互為配偶。  
 The Authorized Company's representative is the same as, or the spouse of the Appointer's representative.
- 被授權公司持有授權公司有表決權之股份或出資額，超過授權公司已發行有表決權之股份總數或資本總額半數者。  
 The Authorized Company holds more than half the Appointer's outstanding voting rights, or contributes more than half of the Appointer's capital.
- 被授權公司直接或間接控制授權公司之人事、財務或業務經營者。  
 The Authorized Company directly or indirectly controls human resource, financial, or business decisions of the Appointer.
- 被授權公司與授權公司之執行業務股東或董事有半數以上相同者。  
 More than 50% of executive stockholders or board of directors of the Authorized Company are common to those of the Appointer.
- 被授權公司與授權公司之已發行有表決權之股份總數或資本總額有半數以上為相同之股東持有或出資者。  
 Both the Authorized Company and Appointer have more than 50% of voting interest or capital held or contributed by the same stockholder or entrepreneur.
- 被授權公司與授權公司相互投資各達對方有表決權之股份總數或資本總額三分之一。  
 The Authorized Company and Appointer have investments with each other totaling more than one third of the investee's voting interest or capital.
- 授權公司董事長(或代表公司董事、執行業務股東)或總經理與被授權公司之董事長(或代表公司董事、執行業務股東)或總經理為同一人或具有配偶關係。  
 The Appointer's Chairman (or director/stockholder who represents the company) or President is the same person as, or a spouse of, the Authorized Company's Chairman (or director/stockholder who represents the company) or President.
- 授權人為被授權人之董事長、總經理、代表法人之董事或執行業務股東。  
 The Appointer is the Chairman, President, a director representing the company, or executive stockholder of the Authorized Company.
- 其他，請詳述原因：  
 Others; please explain in details:

本次申請 / 變更授權範圍如下表 Application/modification of authority will be made as follows :

一、授權服務項目 Authorized service categories 【0643】：

(全球金融網各項交易功能仍需搭配相對業務額度及限制 Global e-Banking services are subject to the limits and restrictions of each function)

新增 Add	刪除 Delete	功能項目 Function	新增 Add	刪除 Delete	功能項目 Function	備註 Remarks
<input type="checkbox"/>	<input type="checkbox"/>	1. 帳戶查詢 Accounts	<input type="checkbox"/>	<input type="checkbox"/>	5. 約定轉出帳戶間皆可互轉 Fund transfer between designated payer accounts	1. 約定轉出及轉入帳號會自動配對。 Designated payer and payee accounts are matched automatically.
<input type="checkbox"/>	<input type="checkbox"/>	2. 收付款 Payment & Collection	<input type="checkbox"/>	<input type="checkbox"/>	6. 約定帳號自動配對*1 【064C】 Auto-matching for designated accounts*1	
<input type="checkbox"/>	<input type="checkbox"/>	3. 進出口業務 Trading	<input type="checkbox"/>	<input type="checkbox"/>	7.	

<input type="checkbox"/>	<input type="checkbox"/>	4.查詢所有存款帳戶	<input type="checkbox"/>	<input type="checkbox"/>	8.
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、授權約定轉出帳戶 Authorized designated payer account 【B140】：

(轉帳限額：臺幣帳戶以新臺幣表示，外幣帳戶以原幣或美元表示；單位：萬元，限額若設為零，表示僅可查詢)

(fund transfer limit: express NTD accounts in NTD currency, and foreign currency accounts in the original currency or US\$; Unit: \$10,000; a limit of zero indicates that the account is only available for enquiry)

新增 Add	刪除 Delete	銀行代號 Bank code (國內 7 碼代號或國外 SWIFT Code) (the 7-digit domestic bank code or the international SWIFT Code)	幣別 Currency	轉出帳號 Payer's account	約定轉帳限額 Fund transfer limit from designated accounts			臺幣非約定轉帳限額 Fund transfer limit from NTD non-designated accounts		
					每筆 Per transaction	每日 Per day	每月 Per month	每筆 Per transaction	每日 Per day	每月 Per month
<input type="checkbox"/>	<input type="checkbox"/>									
<input type="checkbox"/>	<input type="checkbox"/>									
<input type="checkbox"/>	<input type="checkbox"/>									

說明 Note：

1. 臺幣約定轉帳：單筆、每日及每月限額未填寫者，預設各為 NT\$ 2 仟萬元。Transfers from NTD designated accounts: limits per transaction, per day, and per month are preset at NTD20 million if not specified.
2. 臺幣非約定轉帳：單筆最高限額為 NT\$ 2 佰萬元，單筆、每日及每月限額未填寫者，預設各為 NT\$ 0 元。Transfers from NTD non-designated accounts: capped at NTD2 million per transaction; limits per transaction, per day, and per month are preset at NTD0 if not specified.
3. 外幣約定轉帳：每筆、每日及每月限額未填寫者，預設各為等值 US\$ 1 佰萬元，外幣綜合存款帳戶各幣別設定之轉帳限額，以該帳戶約定之單一幣別最高限額為準，異動時亦同。Transfers from designated foreign currency accounts: limits per transaction, per day, and per month are preset at US\$1 million or its equivalent if not specified. Fund transfers between the various currencies under a comprehensive foreign currency deposit account are subject to the designated single currency cap; the same applies to all subsequent changes.
4. 轉入帳號請另填轉入帳戶約定申請書[A2 表]，或使用全球金融網約定帳戶管理功能線上設定(須申請電子憑證安控)。Please complete an Application Form for Fund Transfer to Designated Account [Form A2], or use the Global e-Banking designated account online management function (must apply for electronic certification) to configure payee information.

三、申請 Apply 刪除全球金融網授權服務 to remove Global e-Banking authorization services

(僅須填寫授權人資料 only the Appointer's information is required)。

請銀行依有關規定辦理，授權人並同意遵守被授權人簽署之全球金融網服務約定事項條款。

The Appointer agrees for the Bank to process the application in accordance with the relevant rules. The Appointer also agrees to comply with the terms and conditions of Global e-Banking Services signed by the authorized party.

此致 To:

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

立約人特此聲明已於合理期間詳閱約定書全部條款並充分解及遵守其內容，且使用全球金融網各項交易功能均無涉及洗錢或不法交易之情事後始簽章。

**The Customer signs and declares to have thoroughly read and understood all terms and conditions of the agreement within the reasonable period, agrees to comply with such terms and conditions, and ensures that Global e-Banking services will not be used for money laundering or any illegal conduct.**

授權人 Appointer

戶名 Account name : \_\_\_\_\_

負責人 Representative : \_\_\_\_\_

證照號碼 ID No. : \_\_\_\_\_

聯絡電話 TEL : \_\_\_\_\_

被授權人 The Authorized

戶名 Account name : \_\_\_\_\_

負責人 Representative : \_\_\_\_\_

證照號碼 ID No. : \_\_\_\_\_

聯絡電話 TEL : \_\_\_\_\_

西元            年(YYYY)            月(MM)            日(DD)

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

**A2**



兆豐國際商業銀行  
Mega International Commercial Bank

**全球金融網轉入帳戶約定申請書**

**Global e-Banking Service Application Form and Service Agreement**

- 一、本約定書為立約人與兆豐國際商業銀行(以下簡稱「銀行」)所簽「全球金融網服務申請書暨約定書」之附約。  
This addendum of the Global e-Banking Service Application Form and Service Agreement is entered between the Customer and Mega International Commercial Bank (hereinafter referred to as the "Bank").
- 二、立約人為使用全球金融網約定帳戶轉帳服務，茲申請 / 變更約定轉入帳戶如下【B130】：  
To facilitate the use of Global e-Banking designated account transfer, the Customer seeks to apply/modify designated payee accounts as follows 【B130】：

新增 Add	刪除 Delete	約定轉入帳戶資料 (限活期性存款，臺幣帳戶請填 <span style="border: 1px solid black; padding: 0 2px;">  </span> 內資料)			
		Particulars of designated payee accounts (for demand deposits only; for NTD accounts, please provide information inside the black frame)			
<input type="checkbox"/>	<input type="checkbox"/>	戶名 Account name:		帳號 Account No.:	
				證號 ID No.:	
		銀行代號 Bank code: <small>(或 or Swift Code)</small>		銀行名稱 Name of bank:	
		幣別 Currency:	收款國別 Destination country:	身分別 identity type:	帳戶別名 Account alias:
		中間銀行代號 Intermediate bank's code: <small>(或 or Swift Code)</small>		中間銀行 Intermediate bank:	
		傳真 Fax:	Email:	類別 Type:	
<input type="checkbox"/>	<input type="checkbox"/>	戶名 Account name:		帳號 Account No.:	
				證號 ID No.:	
		銀行代號 Bank code: <small>(或 or Swift Code)</small>		銀行名稱 Name of bank:	
		幣別 Currency:	收款國別 Destination country:	身分別 identity type:	帳戶別名 Account alias:
		中間銀行代號 Intermediate bank's code: <small>(或 or Swift Code)</small>		中間銀行 Intermediate bank:	
		傳真 Fax:	Email:	類別 Type:	
<input type="checkbox"/>	<input type="checkbox"/>	戶名 Account name:		帳號 Account No.:	
				證號 ID No.:	
		銀行代號 Bank code: <small>(或 or Swift Code)</small>		銀行名稱 Name of bank:	
		幣別 Currency:	收款國別 Destination country:	身分別 identity type:	帳戶別名 Account alias:

		中間銀行代號 Intermediate bank's code: (或 or Swift Code)	中間銀行 Intermediate bank:	
		傳真 Fax:	Email: 類別 Type:	
<input type="checkbox"/> <input type="checkbox"/>		戶名 Account name:	帳號 Account No.:	
			證號 ID No.:	
		銀行代號 Bank code: (或 or Swift Code)	銀行名稱 Name of bank:	
		幣別 Currency:	收款國別 Destination country:	身分別 identity type:
			帳戶別名 Account alias:	
		中間銀行代號 Intermediate bank's code: (或 or Swift Code)	中間銀行 Intermediate bank:	
		傳真 Fax:	Email: 類別 Type:	

註：「身分別」：1-民間，2-政府，3-公營事業。「類別」：1-一般帳戶，2-薪資帳戶，3-二者皆是，以上未填列者，預設值皆為 1。  
 Note: "Identity type": 1-Private enterprise, 2-Government, 3-Public enterprise. "Type": 1- General account, 2-Salary account, 3-Both of the above. The default value is 1 if unspecified.

**【上表如不敷使用，請另列清單浮貼於此處，並於騎縫處加蓋下列印鑑參照帳號之原留印鑑】**  
 (If the spaces provided in this form fall short of your requirements, please attach a separate list to where it says "Attach here", and affix the original specimen seal indicated by the seal number below across both pages)

**三、對應之轉出帳戶 Corresponding payer's account (2 選 1 choose 1 out of 2) :**

<input type="checkbox"/>		立約人在銀行所有約定轉出帳戶 All designated payer accounts held by the Customer under the Bank (含未來新增之約定轉出帳戶【須申請 <b>A1</b> 表「轉入帳號自動配對所有約定轉出帳戶」功能】)。 (Including all designated payer accounts added in the future; the Customer must also apply for the "Auto-Matching Payee Accounts to all Designated Payer Accounts" function in Form <b>A1</b> ).	
<input type="checkbox"/>	指定立約人在銀行約定轉出帳戶 Specify Customer's designated payer account held under the Bank	1.帳號 Account No. _____ 幣別 Currency: _____	3.帳號 Account No. _____ 幣別 Currency: _____
		2.帳號 Account No. _____ 幣別 Currency: _____	4.帳號 Account No. _____ 幣別 Currency: _____

此致 To:

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

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

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

立約人(戶名) Customer : \_\_\_\_\_  
 負責人 Representative : \_\_\_\_\_  
 證照號碼 ID No. : \_\_\_\_\_  
 立約人如為授權戶，請填主用戶證號 : \_\_\_\_\_ If the Customer is acting as a delegate, please provide ID number of the principal account.

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

西元 年(YYYY) 月(MM) 日(DD)

建檔分行 Branch	經襄副理 Manager/Assistant Manager	覆核 Verifier	經辦 Clerk
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2013 年 7 月版  
Version dated Jul 2013

# 兆豐國際商業銀行全球金融網服務約定事項

## Terms and Conditions of Mega International Commercial Bank Global e-Banking Services

- 第一條 契約之適用範圍**  
Article 1. Applicability  
本契約係兆豐國際商業銀行全球金融網業務服務之一般性約定。  
This Agreement shall constitute the general terms and conditions for Mega International Commercial Bank Global e-Banking Services.
- 第二條 名詞定義**  
Article 2. Definitions
- 一、「網路銀行業務」(Internet Banking)：指立約人端電腦經由網際網路與銀行電腦連線，無須親赴銀行櫃台，即可直接取得銀行所提供之各項金融服務。  
1. "Internet Banking": refers to the financial services provided by the Bank to its Customers over computer terminals connected to the Internet, without the Customer having to approach bank counters personally.
  - 二、「電子訊息」(Electronic Message)：指銀行或立約人經由電腦及網路連線傳遞之訊息。  
2. "Electronic Message": refers to a message transmitted by the Bank or the Customer via computers and the Internet.
  - 三、「數位簽章」(Digital Signature)：除法律另有規定外，指銀行及立約人將傳送電子訊息所附經雙方認同之電子識別碼或符號視為當事人一方之簽名，用以確認訊息發送者之身分。  
3. "Digital Signature": except as otherwise specified by law, the Bank and the Customer will identify the sender's identity by recognizing the electronic identification codes or symbols carried within the Electronic Messages as the sender's signature.
  - 四、「私密金鑰」(Private Key)：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。  
4. "Private Key": refers to the piece of a paired digital data retained by the signature producer; this digital data is used for decrypting and producing digital signatures.
  - 五、「公開金鑰」(Public Key)：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。  
5. "Public Key": refers to the piece of a pair digital data used to encrypt Electronic Messages or verify the signatory's identity and the authenticity of the digital signature
  - 六、「憑證」：指由憑證機構以數位簽章方式簽署之資料訊息，用以確認憑證申請者之身分，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。  
6. "Certificate": refers to the Electronic Message signed digitally by a certificate issuer; this is a digital proof of the applicant's identity, as well as the applicant's possession of a paired public and private key.
  - 七、「服務時間」：指週一至週五上午九點至下午三點三十分，惟銀行對外停止營業之日除外。但如因服務項目之特殊性，銀行得另行約定或公告服務時間。  
7. "Service Hours": 9:00 a.m. to 3:30 p.m. from Monday to Friday, except non-banking business days. However, the Bank can make other arrangements or announcements with regards to service hours, depending on the distinctiveness of the services provided.
  - 八、「帳戶」：指訂約雙方以書面約定，作為立約人支付相關款項之指定活期性或支票存款帳戶。  
8. "Account": refers to the savings and demand deposits account which the Customer had designated to make payments from, as agreed in writing by both counterparties to the Agreement.
  - 九、管理中心：立約人可向銀行申請管理中心用以設定內部使用者之權限及交易簽核流程等功能。管理中心之使用者，分為管理主管及管理經辦，立約人得僅申請管理主管，由其完成各項管理中心設定，或申請經由管理經辦編輯，送呈管理主管覆核。管理主管與經辦一般不得於線上從事各項交易行為，惟立約人因實際作業需要，得於申請書上另外加蓋原留印鑑，聲明立約人已審慎評估，並充分瞭解交易風險後，申請管理主管、管理經辦可兼具交易權限。  
9. Administrative Center: the Customer may apply for the Bank's Administrative Center services to configure the access rights of its internal users and set up transaction approval procedures etc. Users of Administrative Center services include the Access Administrator and the Access Operator. The Customer may choose to apply for the Access Administrator role only and have the administrator complete all Administrative Center settings, or choose to have the Access Operator edit settings then submit to the Access Administrator for approval. Generally speaking, Access Administrators and Operators are not permitted to conduct online transactions. However, the Customer may choose to grant transaction authorities to administrators and operators for its practical needs, by signing on the application form to declare that the Customer has duly assessed and understood all risks involved.
- 第三條 網頁之確認**  
Article 3. Webpage verification  
立約人使用網路銀行前，應先確認網路銀行正確之網址「<https://www.global-ebanking.com>」，才使用網路銀行服務。  
Prior to using Internet Banking services, the Customer must verify and ensure to log on to the correct website at "<https://www.global-ebanking.com>".
- 第四條 連線所使用之網路**  
Article 4. Internet connection  
銀行及立約人同意使用約定之網路或網際網路進行電子訊息傳輸。  
The Bank and the Customer both agree to transmit Electronic Messages via the Internet.  
銀行及立約人應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。  
The Bank and the Customer shall establish service Agreements with their respective Internet service providers to secure their own rights and obligations; both parties will also bear their own expenses incurred for accessing the Internet.
- 第五條 電子訊息之接收與回應**  
Article 5. Receiving and responding Electronic Messages  
銀行接收含數位簽章或經銀行及立約人同意用以辨識身分之電子訊息後，應即進行檢核或處理，並將檢核或處理結果通知立約人。銀行或立約人接收來自對方任何電子訊息，若無法辨識其內容時，視為自始未傳送。但銀行可確定立約人身分時，應將內容無法辨識之事實通知立約人。  
Upon receiving Electronic Messages containing digital signatures or other symbols which both the Bank and the Customer had agreed to use as identification, the Bank shall proceed to verify or process and inform the Customer of the outcome immediately. In circumstances where the Bank or the Customer is unable to identify the contents of electronic messages sent by the other party, such Electronic Messages will be considered as never having been sent in the first place. However, whether it is possible for the Bank to confirm the Customer's identity, the Bank shall notify the Customer of the fact that the message contents were unidentifiable.
- 第六條 電子訊息不執行事由**  
Article 6. Non-execution of Electronic Messages  
如有下列情形之一，銀行將不執行任何接收之電子訊息：  
In the occurrence of any following events, the Bank may refuse to execute any Electronic Messages received:  
一、有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。  
1. When the Bank has substantiated reasonable doubt regarding the authenticity of the Electronic Message or the correctness of instructions carried within the message.  
二、銀行依據電子訊息處理，將違反相關法令之規定者。  
2. When the Bank is subject to violations against the law or regulations should it choose to process the Electronic Message.

三、銀行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

3. When the Bank is unable to debit the designated account for the amounts payable by the Customer, for reasons that are attributable to the Customer's conduct.

銀行不執前項電子訊息者，應同時將不執行之結果通知立約人，立約人受通知後得以電話向銀行確認。

The Bank shall notify the Customer immediately of the above circumstances if it is unable to process the Customer's instructions; the Customer may call to confirm with the Bank after receiving such notices.

第七條  
Article 7.

電子訊息交換作業時限

Timeframe for Electronic Message exchanges

電子訊息係由銀行電腦自動處理，立約人發出電子訊息傳送至銀行後即不得撤回、撤銷或修改。但未到期之預約交易在銀行規定之期限內，得撤回或撤銷。

All Electronic Messages are automatically processed by the Bank's computer. Customer's electronic messages can not be withdrawn, revoked, or edited once they reach the Bank's system. However, the Customer can withdraw or revoke scheduled transactions that are yet to mature, subject to the timeframe specified by the Bank.

若電子訊息經由網路傳送至銀行後，於銀行電腦自動處理中已逾銀行服務時間時，銀行應即以電子訊息通知立約人，該筆交易將依約定不予處理，或自動改於次一營業日處理。

If the Electronic Message reaches the Bank's system through the Internet after service hours, the Bank must notify the Customer via Electronic Message that the transaction will not be processed or will be posted to the following business day.

第八條  
Article 8.

費用

Fees

立約人自使用本契約服務日起，願依約定收費標準繳納服務費、手續費、電報費及郵電費，並授權銀行自立約人之帳戶內自動扣繳。

The Customer shall pay service fees, handling charges, cable charges and postage according to the standard rates stipulated by the Bank, and authorizes the Bank to collect all fees and charges from the Customer's account.

前項收費標準於訂約後如有調整，銀行應於調整日六十日前於銀行之網站上明顯處公告其內容，同時告知立約人得於該期間內終止契約，逾期未終止者，視為承認該調整。

The Bank shall notify the Customer by means of visible website announcements for any subsequent changes to the standard rates mentioned above, at least 60 days in advance. The Customer will also be informed of the option to terminate the service Agreement within a specified timeframe. The Customer will be deemed to have consented to the rate adjustment if services are not terminated after the timeframe.

立約人應繳納之稅捐，應依稅捐法令規定辦理，並授權銀行自立約人帳戶內自動扣繳。

Taxes payable by the Customer are governed by the relevant tax laws; the Customer authorizes the Bank to collect such amounts from the Customer's bank account.

第九條 立約人軟硬體安裝與風險

Article 9

Customer's software and hardware installation, and the risks involved

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

The Customer shall install all computer software, hardware, and other security-related equipment required to access the contracted services. The Customer will also bear all costs and risks associated with the installation.

第一項軟硬體設備及相關文件如係由銀行所提供，銀行僅同意立約人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。

Should the Bank agree to offer the aforementioned hardware and documents to the Customer, the Bank only agrees for them to be used within the boundaries of the contracted services; they may not be transferred, loaned, or in any other way given to a third party.

因立約人之行為侵害銀行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。

The Customer will be solely responsible for any damages caused by own mishandling; the Customer will also be held accountable for any conduct that violates the intellectual property rights or other rights of the Bank or any third party.

立約人如因電腦操作需要而安裝其他軟硬體，有與銀行所提供之軟硬體設備併用之必要者，應遵守銀行所提供安裝之相關資料，並自行負擔其費用及風險。

If the Customer needs to install additional software or hardware that work conjointly with the software and hardware offered by the Bank, the Customer must ensure compliance to the Bank's installation notices and bear all costs and risks.

第十條

Article 10

立約人連線與責任

Customer's connection and responsibility

銀行與立約人有特別約定者，必須與銀行為必要之測試後，始得連線。

Where any special arrangements exist between the Bank and the Customer, connection may commence only after the necessary tests are completed.

立約人對銀行所提供之使用者代號、密碼、憑證、軟硬體及相關文件，應負保管之責。

The Customer is responsible for safekeeping the username, PIN code, certificate, software, hardware, and all relevant documentation provided by the Bank.

立約人輸入前項密碼連續錯誤達三次時，銀行電腦即自動停止立約人使用本契約之服務。立約人如擬恢復使用，應重新辦理申請手續。

If the Customer enters incorrect PIN code in three consecutive attempts, the Bank's system will automatically suspend the Customer from using the contracted services. Once suspended, the Customer must raise a new application to resume use of the contracted services.

立約人並應於契約終止時，即返還銀行所提供之設備及相關文件。

The Customer will also be required to return all equipment and documentation offered by the Bank upon contract termination.

第十一條

Article 11

交易核對

Transaction verification

銀行於每筆交易指示處理完畢後，以電子訊息或銀行與立約人約定之方式通知立約人。立約人應於每次使用服務後，核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內通知銀行查明。銀行應依立約人之選擇，每月由立約人蒞行領取或以傳真或平信或電子郵件方式寄送立約人上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有誤時，應於收受之日起四十五日內通知銀行查明。

After processing a transaction, the Bank will notify the Customer of the outcome using Electronic Message or other agreed methods. The Customer should verify the correctness of the transaction outcome after each use. Any inconsistency must be reported to the Bank within 45 days after the transaction is completed; the Bank will then conduct the necessary investigations. The Bank shall compile a statement of transactions conducted during the previous month. At the option of the Customers, the said statement of transactions may be picked-up by the Customer or faxed, delivered on a monthly basis by ordinary mail or e-mail (no statements will be delivered for months where no transactions took place). The Customer should verify all items disclosed in the transaction statement, and report to the Bank all errors found within 45 days after receiving the statement.

銀行對於立約人之通知，應即進行調查，並於通知到達銀行之日起三十日內將調查之情形或結果覆知立約人。

The Bank shall conduct immediate investigation upon receiving the Customer's report, and inform the Customer the outcome of the investigation within 30 days after receiving Customer's report.

第十二條

Article 12

電子訊息錯誤之處理

Responses to errors in Electronic Messages

立約人利用本契約之服務，如其電子訊息因不可歸責於立約人之事由而發生錯誤時，銀行應協助立約人更正，並提供其他必要之協助。前項服務因可歸責於銀行之事由而發生錯誤時，銀行應於知悉時，立即更正，並同時以電子訊息或銀行及立約人約定之方式通知立約人。

Should errors occur to the Customer's Electronic Messages while using the contracted services, that are not attributable to the Customer's conduct, the Bank shall help the Customer rectify and offer other assistance as deemed necessary. If the above service errors are attributable to the Bank's conducts, the Bank shall rectify immediately once informed, and notify the Customer of such errors

	using Electronic Messages or other agreed methods.
第十三條 Article 13	<p>電子訊息之合法授權與責任 Authorization and responsibilities associated with Electronic Messages</p> <p>雙方同意確保所傳送至對方之電子訊息均經合法授權。雙方同意於發現有第三人冒用或盜用授權使用者代號、密碼或憑證申請識別碼、私密密鑰，或其他任何未經合法授權之情形，應立即以電話或書面通知他方停止使用該服務並採取防範之措施。銀行接受通知前，對第三人使用該服務已發生之效力，除非銀行因故意或重大過失而不知係未經合法授權之電子訊息外，銀行不負責任。立約人如因自己之故意或過失致他人知悉密碼並因之獲取立約人於網路銀行中之各種資料，或第三人冒用、盜用立約人密碼，或由於電信線路或第三人之行為導致之遲延、錯誤或損失，立約人應自負其責。</p> <p>Both parties hereto agree that all Electronic Messages sent to the counterparty are legally authorized. Should the Bank and the Customer discover any misuse or theft of username, PIN code, certificate, or private key, or any other unauthorized conducts by a third party, the Bank and/or the Customer shall notify the other party by telephone or by writing to suspend the use of contracted services and to take the necessary precautions. The Bank will not be held accountable for services rendered to the third party before it is informed of the misuse, unless the failure to identify unauthorized electronic message is caused by the Bank's intentional or negligent mistakes. The Customer shall be solely responsible for any delays, errors, or losses caused by the Customer's intended or negligent behaviors giving rise to the disclosure, theft, and misuse of password or any information from Internet Banking; the Customer will also be solely responsible for delays, errors, or losses caused by disruptions in telecommunication services, or as a result of a third party's conduct.</p>
第十四條 Article 14	<p>資料安全 Data security</p> <p>雙方應確保電子訊息安全，防止非法進入系統、竊取、竄改或損毀業務記錄及資料。</p> <p>Both parties hereto shall ensure the security of their Electronic Messages, shall prevent any illegal access to the Internet Banking system, theft, falsification, or destruction of business records and information.</p> <p>因第三人破解授權使用者代號或密碼而入侵網路系統（駭客行為）所發生之損害，如非可歸責於立約人者，由銀行依第十六條之規定負賠償之責。</p> <p>Except under circumstances that are attributable to the Customer's own conducts, the Bank will compensate the Customer according to Article 16 of the Agreement for any losses caused by attacks against the Internet Banking system (hacking), which may involve decrypting the Customer's username and PIN code.</p>
第十五條 Article 15	<p>保密義務 Obligations to confidentiality</p> <p>雙方同意遵守菲律賓政府既有之法令，如：R.A. 1405(Secrecy of Bank Deposits)；R.A. 6456(FCDU Law)；R.A. 8791(General Banking Law)及菲律賓中央銀行規定之相關規則與條例。</p> <p>Both parties agree to comply with the existing laws such as R.A. 1405(Secrecy of Bank Deposits)；R.A. 6456(FCDU Law)；R.A. 8791(General Banking Law) as well as rules and regulations being imposed by the Bankgo Sentral ng Philipinas (BSP).</p> <p>雙方應確保所交換之電子訊息或一方因使用或執行本契約服務而取得他方之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經他方同意告知第三人時，應使第三人負本條之保密義務。</p> <p>Both parties hereto must ensure that the Electronic Messages exchanged between them and information obtained while using the contracted services are not disclosed to any third party, and nor can they be used for purposes unrelated to the Agreement. If the owner of the information has given consent to disclose such information to a third party, the third party must be made to comply with this confidentiality clause.</p>
第十六條 Article 16	<p>損害賠償責任 Damage compensation</p> <p>雙方同意依本契約傳送或接收電子訊息，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人僅就他方之積極損害（不包含所失利益）及其利息負賠償責任。</p> <p>Both parties hereto agree that any delays, omissions, or errors in transmitting or receiving Electronic Messages which give rise to the losses of any particular party shall be compensated by the party to which the cause is attributable to; compensations shall only be made for the direct damages (excluding future gains lost) plus interest only.</p>
第十七條 Article 17	<p>不可抗力 Force majeure</p> <p>一方於發生不可抗力情事時，無法履行本契約所生義務或遲延履行者均不視為違約，亦無須負任何賠償責任。</p> <p>Any failures or delays to fulfill obligations by any party under this contract due to force majeure will not be considered as a contract breach; as a result, the party who is unable to fulfill contractual obligations will not be held liable for compensations.</p>
第十八條 Article 18	<p>紀錄保存 Record retention</p> <p>雙方應保存所有含數位簽章之電子訊息及經由網路所提供相關電子訊息之記錄，並應確保紀錄之真實性及完整性。立約人如未保存者，推定以銀行所保存之紀錄為真正。</p> <p>Both parties hereto must retain all electronic messages containing digital signatures, as well as records of relevant electronic messages provided over the Internet. Both parties must also ensure the authenticity and integrity of retained records. If the Customer does not retain records, the records retained by the Bank shall prevail.</p> <p>銀行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年。</p> <p>The Bank shall exercise its duties as a prudent manager to maintain the aforementioned records. These records are to be retained for at least five years.</p>
第十九條 Article 19	<p>電子訊息之效力 Effectiveness of electronic messages</p> <p>銀行及立約人同意依本契約交換之電子訊息，其效力與書面文件相同。</p> <p>The Bank and the Customer agree that the validity and effect of an Electronic Message exchanged hereunder shall be the same as a written document.</p>
第二十條 Article 20	<p>文書送達 Service of documents</p> <p>立約人同意以訂約時所指明之地址為相關文書之送達處所，倘立約人之地址變更，應即以書面或其他約定方式通知銀行，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，銀行仍以訂約時所指明之地址或最後通知銀行之地址為送達處所。銀行對立約人所為之通知發出後，經通常之郵遞期間，即視為已送達。</p> <p>The Customer agrees to have all relevant documents served to the address specified in this Agreement. The Customer must inform the Bank of any changes of address in writing or other agreed methods, and consent to have all subsequent documents served to the new address. If the Customer does not inform the Bank of the address change in writing or any other agreed methods, the Bank will still serve documents to the address specified in this Agreement, or to the Customer's last notified address. Notices sent by the Bank to the Customer are deemed served after the passage of a normal mailing period.</p>
第二十一條 Article 21	<p>網路銀行簽入密碼 Internet Banking login PIN code</p> <p>銀行提供予管理中心及授權交易放行者之密碼僅限於首次「更改密碼」之用，管理中心及授權交易放行者須自列印密碼單日期起一個月，執行首次變更密碼交易，否則需重新申請，此後並得隨時自行變更密碼，自行妥為保密。管理中心及授權交易放行者忘記密碼或密碼連續輸入錯誤三次，須至櫃檯重新申請。為降低密碼被人竊取之風險，管理中心、授權交易放行者及全球金融網設定使用者每年至少須變更全球金融網密碼乙次。</p>



The PIN code given by the Bank to Administrative Center and authorized transaction approvers are valid only for "initial PIN code change". The Administrative Center and the authorized transaction approvers must complete the initial PIN code change within one month from the date the PIN code slip was printed; otherwise a new PIN code request must be raised. After the initial PIN code change, the user may change PIN code at any time and will be responsible for the secrecy of the PIN code. If the PIN code is forgotten or input incorrectly in three consecutive attempts, the Administrative Center and the authorized transaction approvers will be required to apply for new PIN codes at the bank counter. To minimize the risks of PIN codes being known to outsiders, Administrative Center, authorized transaction approvers, and all Global e-Banking users must change their Global e-Banking PIN codes at least once a year.

第二十二條

網路銀行雙重簽入驗證

Article 22

Two-factor authentication for Internet Banking

立約人得申請使用動態密碼卡或電子憑證作為登入網路銀行時進行雙重簽入驗證程序；若立約人已開立有新加坡分行帳戶者，則該企業用戶之所有內部使用者均須以動態密碼卡進行雙重簽入驗證程序始得登入網路銀行。

The Customer may apply to use One Time Password or electronic certificate as part of the two-factor authentication when logging into Internet Banking. If a corporate customer holds an account under the Singapore Branch, all internal users will be required to complete the two-factor authentication when logging into Internet Banking using One Time Passwords.

第二十三條

新臺幣轉帳交易

Article 23

NTD fund transfer

一、開立新臺幣活期性存款帳戶（含支票存款）之立約人，須事先以書面申請為轉出帳號，並得以書面或於線上約定轉入帳號，或辦理國外匯款，轉入帳號如為銀行同業帳號，或辦理國外匯款時，有關之手續費同意銀行逕自立約人帳戶內扣取。

1. Customers with NTD demand deposit accounts (including check deposit) must designate the account as a payer account in writing. Customers may then designate payee accounts or conduct overseas remittance, either online or in writing. For overseas remittance or transfers into a other bank accounts, the Customer agrees to have the Bank collect all handling charges up front from the Customer's account.

二、立約人得視各帳戶實際需要，分別訂定各帳戶每筆轉出最高限額，每日及每月累計轉出最高限額。約定帳戶轉帳部分，如立約人未約定轉帳金額，則每戶每筆轉出金額及每日累計轉出金額最高均設定為新臺幣二千萬元。非約定帳戶轉帳部分，每戶每筆轉出金額最高不得逾新臺幣二百萬元。

2. The Customer may prescribe limits on outward transfers per transaction, per day, and per month for every account to accommodate practical needs. Transfers from any designated payee accounts will be capped at NTD20 million by default, per transaction, per day if the Customer does not specify any limits. Transfers from any non-designated accounts are capped at NTD2 million per transaction.

三、新臺幣轉帳交易時間，不論是否為銀行營業日，銀行均提供二十四小時服務，若於銀行營業時間（週一至週五下午）結束後操作者，則視為次一營業日帳。立約人請儘量避免集中在尖峰時間使用網路跨行轉帳，以免因匯款數量太大時發生網路擁塞現象，致影響立約人權益。

3. The Bank offers 24-hour services for NTD fund transfers, regardless of whether it is a banking business day. Transaction requests that are received after banking hours (Monday to Friday afternoon) are posted to the following business day. Customers should avoid making inter-bank transfers during peak hours, thereby avoiding network congestions caused by excessive transaction volume, which may be detrimental to the Customer's interests.

第二十四條

菲幣及其他外幣轉帳交易

Article 24

Peso and Foreign currencies transfer

一、開立菲幣或其他外幣存款帳戶之立約人，須事先以書面申請為轉出帳號，並得以書面或於線上約定轉入銀行之國內其他存款帳戶或轉入銀行已開辦全球金融網的分行或國外分行（如：泰國子行/春武里分行/挽那分行/萬磅分行、紐約分行、阿姆斯特丹分行、東京分行、新加坡分行、香港分行、胡志明市分行、巴黎分行、矽谷分行、金邊分行及蘇州分行等）之存款帳戶，或前述已開辦全球金融網之國外子行/分行間相互轉帳，或轉匯國內他行，或辦理國外匯款。

1. Customers with peso and foreign currencies deposits accounts must designate the account as a payer account in writing. Customers may also designate other domestic deposit accounts or deposit accounts held under the bank overseas subsidiary/branch which launched Global e-Banking Services, such as Mega Bank Public Co. Ltd. Head Office / Chonburi / Bangna / Ban Pong, New York Branch, Amsterdam Branch, Tokyo Branch, Singapore Branch, Hong Kong Branch, Ho Chi Min Branch, Paris Branch, Silicon Valley Branch, Phnom Penh Branch, Suzhou Branch, etc., as payee accounts, or transfer funds between the bank overseas subsidiary/branch which launched Global e-Banking Services, remit to other domestic banks, or conduct international remittance either online or in writing.

二、立約人得視各外匯帳戶實際需要，分別訂定各帳戶每筆轉出最高限額，每日及每月累計轉出最高限額。如立約人未約定轉帳金額，則外幣轉帳每戶每筆轉出金額及每日累計轉出金額最高均設定為等值美金一百萬元，外幣綜合存款帳戶各幣別設定之轉帳限額，以該帳戶約定之單一幣別最高限額為準，異動時亦同。

2. The Customer may prescribe limits on outward transfers per transaction, per day, and per month for every foreign currency account to accommodate practical needs. If the Customer does not specify any transfer limits, outward foreign currency transfers will be capped at US\$1 million or its equivalent, per account, per transaction, per day. Fund transfers between the various currencies under a comprehensive foreign currency deposit account are subject to the designated single currency cap; the same applies to all subsequent changes.

三、外幣轉帳交易時間為本行營業日上午九時至下午四時。不同時區跨國轉帳以轉出當地營業日及轉入當地營業日孰晚為 VALUE DATE。

3. The foreign currency transfer service is available on the Bank's business days from 9:00 a.m. to 4:00 p.m. For fund transfers between countries located at different time zones, the VALUE DATE will be determined as the business day of the source country or the business day of the destination country, whichever is later.

第二十五條

國外分行轉帳交易

Article 25

Overseas branch fund transfer

國外分行轉帳交易須依當地主管機關之規定辦理。

Fund transfers between overseas branches are subject to the governance of local competent authorities.

第二十六條

服務項目附加功能：

Article 26

Supplementary services:

一、查詢所有存款帳戶：未約定者，存款帳戶查詢僅限約定轉出帳戶，不及於未約定之轉出帳戶。

1. Enquiry to all deposit accounts: if unrequested, deposit account enquiries will be limited to designated payer accounts only, and do not apply to non-designated payer accounts.

二、約定轉出帳戶間皆可互轉：約定轉出帳戶間自動配對，免逐一相互約定轉出、轉入帳號。

2. Fund transfer between designated payer accounts: auto-matching between designated payer accounts, thereby avoiding the trouble of assigning payer and payee accounts one by one.

三、約定帳號自動配對：立約人新增約定轉入帳號時，即會與立約人已設定之所有約定轉出帳號自動配對；如新增約定轉出帳號時，該轉出帳號即會與立約人之所有約定轉入帳號自動配對，如立約人刪除約定轉出或轉入帳號時，亦會自動更新配對關係，立約人無須逐一辦理帳號配對作業。

3. Auto-matching for designated accounts: whenever the Customer designates a new payee account, that account will be automatically associated with all existing designated payer accounts; whenever the Customer designates a payer account, that account will be automatically associated with all existing designated payee accounts; if the Customer removes a designated payer or payee account, the association will be updated automatically. The Customer needs not specify one-by-one.

四、辦理網路外匯申報：請參考第二十九條

4. Foreign exchange declaration: please refer to Article 29.

五、SWIFT「OUR」手續費負擔別：匯款人承諾負擔國外匯款收款人之匯入款各項手續費。

5. Bear SWIFT "OUR" commissions: the remittance applicant agrees to bear all inward remittance charges incurred on the payee.

六、書面指示付款：於國內分行，立約人須於指定付款當日將取款憑條送至付款分行辦理付款；預約交易得於付款到期日前七日內將取款憑條送交

付款分行辦理付款。

6. Payment against written instruction: the Customer will be required to make payment at the local branch on the payment date by presenting a properly completed withdrawal slip. For scheduled transactions, the Customer can make payments by presenting withdrawal slips to the local branch within 7 days before the payment date.
- 七、允許同一人連續執行交易：一般交易不允許同一名使用者連續執行編輯、核定及放行交易；立約人申請本功能者，須同時申請管理中心功能，即可設定特定使用者，連續執行編輯、核定及放行交易。
7. Permit continuous transaction authority to the same person: in an ordinary transaction process, one user is not permitted to continuously edit, verify, and approve the same transaction. Customers who wish to apply for this function must also apply for Administrative Center, therefore enabling the configuration of continuous editing, verifying, and approval to certain users.

第二十七條  
Article 27

預約交易

Scheduled transaction

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

Scheduled transactions must be made within the timeframe permitted by the Bank's system. The Bank will not process scheduled transactions that are arranged outside the permissible timeframe.

第二十八條  
Article 28

電子憑證

Electronic certificate

一、辦理電子憑證暫禁、暫禁恢復及註銷，於銀行受理完成電腦登錄時生效，立約人註銷電子憑證後如有需要，須重新申請。

1. The suspension, cancellation of suspension, and cancellation of electronic certificates are effected once the entry is made into the Bank's computer. Once an electronic certificate is canceled, the Customer must apply anew for subsequent uses.

二、電子憑證之有效期限依認證中心之規定，期限屆滿時須經由銀行網站重新向認證中心申請。

2. The expiries of electronic certificates are subject to the policies of the authentication center. Upon expiry, the Customer is required to apply for another certificate from the authentication center via Internet Banking.

三、銀行係指定台灣網路認證股份有限公司為憑證機構，凡立約人進行國內外網路交易行為，應向憑證機構取得電子憑證後始得辦理。

3. The Bank appoints TWCA as its authentication center. All customers who intend to use Internet Banking services for domestic/international transactions must obtain electronic certificates from the authentication center.

四、電子憑證密碼忘記者，須至櫃檯重新申請，電子憑證密碼連續輸入錯誤三次時，須至櫃檯或以電話申請鎖碼解除。

4. If the Customer forgets their electronic certificate PIN code, he/she must apply anew at the counter. If the electronic certificate PIN code is incorrectly entered in three consecutive attempts, the Customer must apply for a PIN code unlock either by phone or at the counter.

第二十九條  
Article 29

外匯交易

foreign exchange transaction

一、外匯交易係指銀行掛牌之外幣對非幣之當日即期外匯交易。

1. Foreign exchange transaction refers to the same-day spot exchange between the Bank's quoted currencies and PHP.

二、已成交之外匯交易，不得撤銷。立約人如有重大違約情形，銀行得取消立約人線上外匯交易資格。

2. Completed foreign exchange transactions cannot be revoked. The Bank may remove the Customer's entitlement to online foreign exchange services for committing major settlement defaults.

三、若立約人逾越菲律賓中央銀行規定之外匯交易額度或銀行核予之遠期外匯額度，致使已成交之交易必須反向結清，立約人應負擔因而所生之損失。

3. If the Customer transacts outside the foreign exchange limit imposed by the Central Bank, or the forward exchange limit approved by the Bank, and therefore forcing the Bank to square-off confirmed deals, the Customer will become liable for any losses incurred.

四、立約人得至銀行櫃檯領取外匯水單。

4. The Customer may collect foreign exchange memo from the Bank's counter.

第三十條  
Article 30

外匯申報

Declaration of foreign exchange

立約人操作網路外匯結購或結售交易限在銀行營業時間內辦理，並應依菲律賓中央銀行外匯買賣規定辦理外匯申報及交割等事宜，立約人申請利用網際網路以電子文件辦理外匯申報事宜，應遵守下列約定事項：

Online foreign currency purchases and sale must be made during banking hours; declarations and settlements of such transactions are subject to relevant foreign exchange regulations by the Bankgo Sentral ng Philipinas (BSP). Customers who wish to complete foreign exchange declarations in forms over the Internet must comply with the following terms:

一、立約人辦理網際網路外匯申報，應參考銀行網站提供之填寫申報書輔導說明，並就銀行網站提供之申報書樣式確實填報，再加簽章後傳送至銀行。

1. Customer's online declaration of foreign exchange shall be guided by the declaration form available on the Bank's website. Declarations must be made with honesty and accuracy in the prescribed format, signed and transmitted to the Bank.

二、銀行確認立約人電子簽章相符後，將立約人所填製之網路外匯交易清單暨媒體、中央銀行核准文件及其他規定文件，隨同外匯交易日報送中央銀行。

2. Once the Bank has correctly verified the Customer's digital signature, the Customer's list of foreign exchange transactions, all media, and the Central Bank's approval documents as well as other required documents will be submitted to the Central Bank along with the foreign exchange daily report.

三、立約人經由網際網路辦理外匯申報時，若憑主管機關核准文件辦理之結匯案件，其累計結匯金額不得超過核准金額，並應將與正本相符之相關外匯證明文件傳真/傳送至銀行。

3. If the Customer's foreign exchange transactions are made with the competent authority's approval, the amount of foreign exchange transactions declared online must not accumulate to more than the approved amount. The Customer must also fax/transmit in all relevant proofs of foreign exchange documents to the Bank.

四、立約人利用網際網路辦理外匯申報經查獲有申報不實情形者，其日後有關外匯申報事宜，應至銀行櫃檯辦理。

4. If the Customer is found to have incorrectly declared foreign exchange transactions over the Internet, all subsequent declarations of foreign exchange shall be made at the counter.

第三十一條  
Article 31

網路操作

Online operation

立約人應事先詳讀銀行公告或約定，及依照網路之指示步驟操作，如因操作不當或其他任何非可歸責於銀行之事由致有損及立約人權益情事發生時，立約人應自行負責，與銀行無涉。

The Customer shall thoroughly understand the Bank's announcements or Agreements in advance, and follow the step-by-step online instructions when using Internet Banking services. The Customer will be solely responsible for any losses or damages to the Customer's interests that are caused by improper handling or other reasons not attributable the Bank's conducts; the Bank will not be held accountable in any way.

第三十二條  
Article 32

非營業時間狀況處理

Processing outside business hours

營業時間外立約人發生任何線上交易無法處理時，不論是系統或業務上之問題，都須留待營業時間由人工處理。

Should the Customer encounter incidents where online transactions placed outside service hours cannot be processed, such incidents can only be resolved during the service hours that follow, regardless whether it is a system or a business issue.

第三十三條  
Article 33

電腦處理個人資料

Computer processed personal data

立約人同意銀行及財團法人金融聯合徵信中心於其各該特定目的範圍內，得蒐集、電腦處理、國際傳遞及利用立約人之個人資料。

第三十四條 Article 34	<p>The Customer consents to the Bank and Joint Credit Information Center to collect, computer-process, transmit cross-border, or use the Customer's personal information for specific purposes within their professional boundaries.</p> <p>異常帳戶處理 Response to extraordinary accounts</p> <p>如經銀行研判立約人帳戶有疑似不當使用之情事時，銀行得逕自終止立約人使用網路轉帳及其他電子支付之轉帳。</p> <p>If the Bank suspects that the Customer's accounts are being used for illicit purposes, the Bank may terminate the Customer's entitlement to Internet Banking, and other electronic payment services at its discretion.</p>
第三十五條 Article 35	<p>作業委外 Outsourcing</p> <p>立約人同意銀行為配合業務需要，得依金管會及菲律賓中央銀行規定，將可委託其他機構處理之業務項目，委託其他機構處理，立約人可向銀行洽詢有關委外作業所揭露於受委託機構之資訊種類及受委託機構之名稱等資料，立約人並同意銀行得將其資料提供予受委託機構，受委託機構於電腦處理及利用存戶資料時，仍應依法令規定及保守秘密。</p> <p>The Customer agrees that the Bank may outsource part of its business operations to outsiders to accommodate its business practices, subject to the governance of the Financial Supervisory Commission as well as Bangko Sentral ng Pilipinas. The Customer may enquire to the Bank with regards to the names and profiles of subcontractors, as well as the types of information outsourced to them. The Customer consents to the Bank for making data available to subcontractors, under the condition that the contractor is also bound by regulations to maintain secrecy while computer-processing and making use of the Customer's information.</p>
第三十六條 Article 36	<p>電子開狀 Electronic L/C</p> <p>立約人申請銀行開發信用狀，倘經銀行核准，立約人願遵守下列各條款：</p> <p>The Customer agrees to comply with the following terms and conditions once the application to issue letters of credit is approved by the Bank:</p> <ol style="list-style-type: none"> <li>一、關於信用狀下之匯票及(或)有關單據等，立約人一經銀行通知或提示匯票時，應立即贖單及付款或承兌並屆期照付。</li> <li>1. After the Banks has advised or presented bills of exchange and/or any relevant documents under the letter of credit, the Customer shall make immediate payments, or make acceptance and pay promptly upon maturity.</li> <li>二、上項匯票或單據等縱在事後證實其為非真實、或屬偽造、或有其他瑕疵，概與銀行或銀行代理行無涉，其匯票或有關債務仍應由立約人照付。</li> <li>2. Even if the aforementioned bills of exchange or any relevant documents are subsequently proven to be unauthentic, counterfeit, or flawed, the Bank and its agents will not be held accountable in any way; the Customer will still be required to make payments to the bill of exchange or to debt obligations.</li> <li>三、信用狀之傳遞錯誤、遲延或其解釋上之錯誤，及關於上述單據或單據所載貨物或貨物之品質或數量或價值等之全部或一部滅失、遲遞或未經抵達交貨地，以及貨物無論因在洋面、陸上運輸中，運抵後或因未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素各等情以致喪失或損害時，均與銀行或銀行代理行無涉，該匯票仍應由立約人兌付，所生一切債務仍應由立約人負責清償。</li> <li>3. The Bank and its agents will not be held accountable for any errors regarding the delivery, delay, or interpretation of L/C, partial or total loss of the aforementioned documents or the underlying goods, deterioration in quality, quantity, or value of the underlying goods, delays, non-delivery, irrecoverable losses or damages due to the absence of insurance or under-insurance at sea or on land, or losses or damages caused by obstructions, retentions, or other factors attributed to the undertaker or any third parties. The Customer is still required to accept the bill of exchange and pay all debts incurred.</li> <li>四、與上述匯票及與匯票有關之債務，及立約人對銀行不論其現已發生或日後發生，已到期或尚未到期之其他債務，在未清償以前，銀行得就信用狀項下所購運之貨物逕行處分，實得價金用以償還對銀行之債務。立約人所有其他財產，例如存在銀行及分支機構或銀行所管轄範圍內之保證金、存款等，均任憑銀行處分，用以清償票款及其他債務。</li> <li>4. The Bank is entitled to dispose all goods purchased under the letter of credit and use the sales proceeds to offset the aforementioned bill of exchange and any debt obligations arising from which, as well as the Customer's other debt obligations to the Bank, whether incurred or expected to incur, and whether matured or scheduled to mature at a later date. All other properties held by the Customer, such as cash margins and deposits etc., held under the Bank or any of its branches, and wherever the Bank has control over, are subject to the Bank's disposal at its discretion to offset outstanding bills and debt obligations.</li> <li>五、立約人並同意將信用狀項下之貨物單據返還請求權及結匯保證金未用款項返還請求權，設定質權予銀行，以擔保立約人依本約定書所負之一切債務。</li> <li>5. The Customer agrees to secure all debts arising from this Agreement by pledging the right to claim unused cash margins and the right to claim cargoes under the letter of credit to the Bank.</li> <li>六、如上述匯票或債務到期而立約人不能照兌或給付時，或銀行因保障本身權益認為必要時，銀行得不經通知，有權決定將上述財產(包括貨物在內)以公開或其他方式自由變賣，就其實得價金扣除費用後抵償既有借墊各款，毋須另行通知立約人，且債務之抵充方法及順序應依照民法之規定，但違約金之抵充順序應次於費用先於利息。</li> <li>6. If the Customer fails to accept the aforementioned bill or repay debt upon maturity, or whenever the Bank deems necessary to protect its own interests, the Bank may sell the above-mentioned properties (including the underlying goods) at its discretion without prior notice by way of public auction or any other methods. The sales proceeds net of all associated expenses will be used to offset existing loans and the Bank needs not inform the Customer. The method and priority at which the debt is offset are subject to the civil law, however, the offset of default charges is subordinated to expenses and senior to interests.</li> <li>七、立約人確認開狀申請書內容確與有關當局所發給之輸入許可證內所載各項條件及細則或有關交易文件絕對相符，倘因立約人疏忽，致信用狀未能如期開發，銀行概不負責，銀行且有刪改申請書內容，俾與輸入許可證所載者相符之權，此外，立約人應遵守國際商會最新修訂「信用狀統一慣例」之規定。</li> <li>7. The Customer ensures that all details stated in the L/C application are absolutely consistent with the terms of the import permit granted by relevant authorities, and consistent with all trade related documents. The Bank will not be held accountable for any delays in L/C issuance that is attributed to the Customer's negligence. The Bank also reserves the rights to rectify Customer's L/C application to conform to the import permit. Furthermore, the Customer must comply with the newly revised "Uniform Customs and Practice for Documentary Credits" set forth by The International Chamber of Commerce.</li> <li>八、信用狀如有展期或重開及修改任何條件之情事，立約人對於以上各款願絕對遵守，不因信用狀之展期重開或條件之修改而為任何異議。</li> <li>8. The Customer will fully comply with the above terms and conditions for any extensions, re-issuance, or amendments made to the letter of credit. The Customer shall not object on the basis that extensions, re-issuance or amendments had been made on the L/C terms.</li> <li>九、銀行為達成立約人之指示，得逕予指定另一銀行或金融機構為信用狀項下單據及/或匯票及有關各項應付款項之付款人，或利用另一銀行或金融機構之服務，如此辦理之費用及風險，均歸立約人負擔。如發生受益人或通知(押匯)銀行拒絕/未能支付信用狀規定由受益人負擔之銀行費用，立約人願無條件償付上述全部費用予銀行。</li> <li>9. In order to fulfill the Customer's instructions, the Bank may appoint another bank or financial institution as the payer for all amounts payable under the letter of credit and/or bill of exchange, or use the services provided by other banks or financial institution. The Customer shall bear all charges and risks involved in this arrangement. If the beneficiary or the advising (negotiating) bank rejects/fails to pay the bank charges which are supposedly borne by the beneficiary under the L/C terms, the Customer agrees to make such payments unconditionally to the Bank.</li> <li>十、立約人除得填具信用狀申請書申請開發信用狀外，亦得於銀行網站輸入開發信用狀申請書各項資料申請，其效力與書面申請相同；立約人並同意遵守電子簽章法及其他相關法令之規範。</li> <li>10. The customer can raise L/C issuance request by either completing L/C applications, submitting via the Bank's website. Electronic applications are just as effective as a written application. The Customer also agrees to comply with the Electronic Signatures Act and other relevant laws.</li> </ol>

	<p>十一、立約人向銀行申請開發信用狀即視為向銀行申請動用購料借款。 11. The Customer's L/C issuance application will also constitute an application for import loan.</p>
<p>第三十七條 Article 37</p>	<p>契約修訂 Amendments 本契約如有未盡事宜，得經銀行及立約人協議，以書面補充或修正之。 Any matters not addressed herein may be supplemented or amended in writing, subject to both parties' Agreement.</p>
<p>第三十八條 Article 38</p>	<p>立約人終止契約 Customer's termination of this Agreement 立約人得隨時終止本契約，但應親自或以其他經雙方約定方式辦理。 The Customer may terminate this Agreement at anytime, provided that the termination request is made in person or other methods agreed by both parties.</p>
<p>第三十九條 Article 39</p>	<p>銀行終止契約 Bank's termination of this Agreement 銀行終止本契約時，須於終止日三十日前以書面通知立約人。但立約人如有下列情事之一者，銀行得隨時以書面或其他約定方式通知立約人終止本契約：</p>
	<p>The Bank shall notify the Customer at least 30 days in advance when terminating this agreement. However, in any of the following circumstances, the Bank may terminate this Agreement in writing or using any other agreed methods at anytime:</p> <ol style="list-style-type: none"> <li>一、立約人未經銀行同意，擅自將契約之權利或義務轉讓第三人者。</li> <li>1. The Customer has assigned the rights or obligations hereunder to any third party without the Bank's consent.</li> <li>二、立約人聲請(或遭他人聲請)破產、和解、解散、重整、停止營業之情形(不問各該相關機關是否核准)或被任何金融機構列為拒絕往來戶之情形者。</li> <li>2. The Customer declares (or is declared) to file for bankruptcy, dispute settlement, liquidation, restructuring, or business suspension (whether or not approved by the authority), or becomes blacklisted by any financial institution.</li> <li>三、立約人違反本契約第十三條至第十五條之規定者。</li> <li>3. The Customer has violated Articles 13 to 15 of this Agreement.</li> <li>四、立約人違反本契約之其他約定，經催告限期請求改善或履行未果者。</li> <li>4. The Customer has violated any of the other terms and conditions of this Agreement, and fails to cure such violation before deadline noticed by the Bank.</li> </ol>
<p>第四十條 Article 40</p>	<p>法律適用 Governing law 關於本契約事項，除雙方有特別約定者外，適用菲律賓法律。 Unless otherwise agreed by both parties hereto, this Agreement shall be governed by the laws of Philippines.</p>
	<p>同一條款之中英文內容如有歧異，以英文版本為準 This Agreement is made in Chinese and English. The English version of this Agreement prevails if any discrepancy is found between the two versions.</p>
<p>第四十一條 Article 41</p>	<p>法院管轄 Jurisdiction 因本契約而涉訟者，雙方同意以_____法院為第一審管轄法院。 Both parties hereto agree to that _____ Court shall be the court of first instance to hear any dispute arising from this Agreement.</p>
<p>第四十二條 Article 42</p>	<p>標題 Heading 本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。 The headings in this Agreement are provided for reference purpose only, and have no effect on the interpretation, description, and understanding of the Agreement.</p>
<p>第四十三條 Article 43</p>	<p>契約分存 Agreement copies 本契約壹式貳份，由銀行及立約人各執壹份為憑。 This Agreement is made in duplicate; both the Bank and the Customer shall retain one copy of the Agreement.</p>