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兆豐國際商業銀行
Mega International Commercial Bank

全球金融網「境外當地服務」業務申請暨服務約定書
Global e-Banking 「Selected Location Services」
Service Application Form and Service Agreement

立約人_____ (以下簡稱「申請人」) 茲為向「兆豐國際商業銀行股份大眾有限公司」(以下簡稱「銀行」) 申請使用下列勾選之全球金融網「境外當地服務」服務(共_____項), 同意遵守相關服務契約約定條款:
The Applicant _____ (hereinafter referred to as the "Applicant") hereby applies for the following selected Global e-Banking「Selected Location Services」 Services (_____service(s) in total) with Mega International Commercial Bank Public Company Limited (hereinafter referred to as the "Bank") and agrees to comply with the following terms and conditions in connection with Global e-Banking 「Selected Location Services」 Services.

申請服務項目

Selective Service Item

1.使用者代號 Username : _____ (6-10 位英數字 Must consist of six up to ten alphabets and/or digits.)

申請 Apply 修改 Modify 重設密碼 Reset Password

2.全球金融網「境外當地服務」服務 Global e-Banking 「Selected Location Services」 Service :

申請各項功能 Apply all functions (本功能限泰國子行申請人申請, 需續填以下資料 For Mega International Commercial Bank Public Company Limited Applicant only ,fill in the following information.)

僅申請查詢功能 Apply only for inquiry function (僅填第 7,8,9,10,11 項 only item No. 8,9,10,11 are required to be filled-in.)

註銷 Cancel

3.約定轉出帳號 Currency Designated accounts for transfer outwards (限泰國子行申請人使用 For Mega International Commercial Bank Public Company Limited Applicants use only.) :

申請 Apply 註銷 Cancel, 共新增/刪除 Add/Cancel _____個約定轉出帳號 designated accounts for transfer outwards.

約定轉出帳號 Designated accounts for outward transfer		幣別 Currency
A		泰銖 THB
B		
C		
D		
E		

4.約定轉入帳號 Designated Account for Inward Transfer :

申請 Apply 註銷 Cancel (須勾選配對之轉出帳號, 限泰國子行及分行帳號 must be selected for corresponding account for outward transfer, Inward Transfer accounts must be the Mega International Commercial Bank Public Company Limited and its' branch account only.)

共新增/刪除 Apply/Cancel _____個約定轉入帳號 designated account for Inward Transfer.

約定轉入帳號 Designated Account for Inward Transfer	收款人戶名 Account Name of Payee	轉出帳號(可複選) Account for Outward Transfer (May select more than one)
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E
		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E

5.轉入申請人本人於泰國子行其他帳戶 Transfer into Applicant's other Mega International Commercial Bank Public Company Limited account : 申請 Apply 註銷 Cancel

6. 安控機制 Security Mechanism :

安控機制 Security Mechanism	設定 Setting
e 碼寶貝 One Time Password	<input type="checkbox"/> 申請 Apply <input type="checkbox"/> 掛失 Report Loss <input type="checkbox"/> 掛失恢復 Restore the Report Loss <input type="checkbox"/> 同步 Synchronization <input type="checkbox"/> 註銷 Cancel

申請人願遵守上列、背面服務附約所勾選之所有服務項目及全球金融網「境外當地服務」業務服務契約約定條款。

The Applicant agrees to comply with the relevant terms and conditions in connection with all selected service items indicated on the above as well as the attached supplemental Service Contract and Global e-Banking 「Selected Location Services」 Services Contract.

7. 印鑑參照帳號： No. of the Specimen Seal Account	
8. 身分證號 (統一編號)： Applicant's ID No. (URI No.):	
9. E-mail :	10. 連絡電話： TEL :

申請人茲聲明已據實填寫本申請書暨約定書所載事項，且已於合理期間詳閱並充分明瞭本申請書暨約定書全部內容(包括但不限於「全球金融網「境外當地服務」業務申請約定書」第 31 條所定履行個人資料保護法告知義務之內容)。為此，申請人同意、允許銀行於各該特定目的之必要範圍內，得蒐集、處理或利用申請人之個人資料，並願遵守本申請書暨約定書全部內容，以利銀行提供相關服務。申請人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。

The Applicant hereby declare that I have truthfully fill the matters contained in this application and Service Agreement, and has a reasonable period of read and understood the entire contents of this application and Service Agreement (including but not limited to the Global e-Banking 「Selected Location Services」 Service Agreement of the matters agreed "to fulfill the obligation to inform the contents of the personal Data Protection Act). To this end, the Applicant agreed to allow banks for the particular purpose to the extent necessary, in the collection, processing or use of the personal data of the Applicants, and is willing to comply with the application of Agreement to provide related services of the banking business.

The Applicant hereby declares the use of the Global e-Banking 「Selected Location Services」 of the transaction functions are not involved in money laundering or any illegal transactions.

11. 申請人簽蓋原留印鑑： Applicant's Signature/Seal with the specimen seal :	領取簽收 Sign for Receipt of :	經副 襄理 Manager/ Assistant Manager	覆核 Verify	經辦 Person-in-charge	驗印 Specimen seal authenticated by
	<input type="checkbox"/> 契約副本 Contract Duplicate <input type="checkbox"/> e 碼寶貝 One Time Password	Date: 年(YYYY) 月(MM) 日(DD)	2013 年 1 月版 Jan. 2013 version		
(請簽蓋原留印鑑) (Seal with the specimen seal)					

全球金融網「境外當地服務」業務服務約定書

Global e-Banking「Selected Location Services」

Service Agreement

第一條 契約之適用範圍

本契約係全球金融網「境外當地服務」之一般性共同約定，除個別契約另有約定外，悉依本契約之約定。個別契約不得抵觸本契約。但個別契約對申請人之保護更有利者，從其約定。申請書及其附件為本契約之一部分，與本契約有同一效力。

Article 1 Scope

This Agreement shall constitute the general terms and conditions for Global e-Banking「Selected Location Services」. Unless it is otherwise stated in other individual agreement, the terms and conditions of this agreement shall be applicable. No other individual agreement shall contradict this agreement except that the content of any other agreement which is more beneficial to the Applicant shall prevail. The Application Form and its attachment, supplement service contract constitute as a part of this Agreement, and have the same effect as this Agreement.

第二條 名詞定義

- 一、「全球金融網「境外當地服務」業務」：指申請人端電腦經由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。
- 二、「電子訊息」：指銀行或申請人經由網路連線傳遞之訊息。
- 三、「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。
- 四、「帳戶」：指訂約雙方以書面約定，作為申請人支付相關款項之指定活期存款帳戶。

Article 2 Definitions

1. "Global e-Banking「Selected Location Services」" means that the Applicant may directly access the various financial services provided by the Bank without going to the bank counter personally once the Applicant's computer terminal connects with the Bank's computer via the internet.
2. "Electronic Message" means the message transmitted by the Bank or the Applicant via the internet.
3. "Service hours" mean 9:00 a.m. to 3:30 p.m. from Monday to Friday, exclusive of the dates when the Bank suspends from doing business. However, the Bank may agree on or publish the service hours separately to meet the special requirements of services.
4. "Account" means the demand deposit account designated to make the relevant payment on behalf of the Applicant as agreed by both parties in writing.

第三條 網頁之確認

申請人使用全球金融網「境外當地服務」前，請先確認全球金融網「境外當地服務」正確之網址，才使用全球金融網「境外當地服務」服務；並同意事先詳讀銀行公告或約定，及依照網路指示步驟操作，如因操作不當或其他任何非可歸責於銀行之事由，致有損及申請人權益情事發生時，申請人應自行負責。如有疑問，請洽往來分行詢問。

Article 3 Identification of WebPages

Prior to using the Global e-Banking「Selected Location Services」 Services, the Applicant shall verify and ensure the correct Global e-Banking「Selected Location Services」 website is being used, where the Applicant shall also agree to read the announcement by the Bank or the terms and conditions of this Agreement in advance, and then operate according to the instructions given on the internet. If an incident arises due to improper operation or other reason which is not imputed to the Bank, and subsequently infringes the right/interests of the Applicant, the Applicant shall bear the responsibility thereof solely. If there is any question, please contact our branch for enquiry.

第四條 連線所使用之網路

銀行及申請人同意使用約定之網路進行電子訊息傳輸。

銀行及申請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。

Article 4 Internet Connection

The Bank and the Applicant agree to transmit the electronic messages via the internet as agreed.

The Bank and the Applicant shall enter into service agreements with the internet provider with respect to their rights and obligations respectively, and shall bear the fees for accessing to the internet respectively.

第五條 電子訊息之接收與回應

銀行接收含數位簽章或經銀行及申請人同意用以辨識身分之電子訊息後，應即時進行檢核或處理，並將檢核或處理結果通知申請人。銀行或申請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。但銀行可確定申請人身分時，應立即將內容無法辨識之事實通知申請人。

Article 5 Receipt of and response to electronic message

Upon receipt of the electronic message containing digital signature or other symbols agreed by the Bank and the Applicant for verification of identity, the Bank shall proceed to verify or process it immediately, and inform the Applicant of the verification or processing result.

Where it is impossible for the Bank or the Applicant to identify the contents of any electronic message from the other party, the electronic message will be deemed never transmitted. However where the Bank is able to identify the Applicant's identity, the Bank shall notify the Applicant the facts that contents therein are not identifiable.

第六條 電子訊息之不執行

如有下列情形之一，銀行得不執行任何接收之電子訊息：

- 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。
- 二、銀行依據電子訊息處理，將違反相關法令之規定者。
- 三、銀行因申請人之原因而無法於帳戶扣取申請人所應支付之費用者。

銀行不執行前項電子訊息者，應同時將不執行之理由及情形通知申請人，申請人受通知後得以電話向銀行確認。

Article 6 Non-execution of electronic message

In the occurrence of any of the following circumstances, the Bank may refuse to execute any electronic message it receives:

1. Where the Bank has substantive reason to doubt the authenticity of electronic message or the accuracy of matters instructed herein;
2. Where the Bank will violate laws and/or regulations should the Bank process the electronic message;
3. Where it is unable for the Bank to debit the fees payable by the Applicant from the Applicant's account due to causes attributable to the Applicant.
4. If the Bank will not execute the electronic message due to any of the foregoing paragraphs, the Bank shall concurrently notify the circumstances and the reason for non-execution to the Applicant. The Applicant may then make enquiries with the Bank by phone after receipt of the Bank's notice.

第七條 電子訊息交換作業時限

電子訊息係由銀行電腦自動處理，申請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、撤銷或修改。

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申請人，該筆交易將依約定不予處理，或自動改於次一營業日處理。

網路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，若於銀行營業時間結束後繼續操作者，則視為次一營業日帳。

Article 7 Time limit for electronic message exchange operation

The electronic message will be processed by the Bank's computer automatically. The Applicant shall not withdraw, cancel or modify the electronic message after the message is transmitted to the Bank. However, the Applicant may withdraw or cancel the scheduled transactions which date has not yet arrived within the time limit specified by the Bank.

Where the electronic message is transmitted to the Bank via internet and the Bank's service hours has passed while the electronic message is being automatically processed by the Bank's computer, the Bank shall immediately notify the Applicant by electronic message that the said transaction will not be processed as agreed, or the transaction will be automatically processed on the following business day.

For internet transfer, the Bank will provide 24 hours service despite whether the transaction occurs during the business day provided that for the transaction that operates after the end of the Bank's business hours, the transaction shall be deemed to take effect on the following business day. If the Applicant wishes to restore the services mentioned above, the Applicant shall proceed to the Bank counter and file for a written application.

The application for inward transfer account will enter into effect on the following day after the application with the Bank.

第八條 費用

申請人使用本契約服務，同意依銀行所訂定之收費標準繳納各項交易處理服務費及安控設備費。

前項交易處理服務費授權銀行於交易時自申請人之帳戶內自動扣除，安控裝備費則應於申請時或展期時繳納。

銀行之收費標準（詳如附件「兆豐國際商業銀行電子金融業務收費標準一覽表」），於銀行網站上公告，訂約後如有調整，銀行應於調整前十五日以上時間進行公告，同時告知申請人得於該期間內終止契約，逾期未終止者，視為承認該調整，但收費標準調整有利於申請人者不在此限。

申請人應繳納之稅捐，應依本契約交易申請人應繳納之稅捐法令規定辦理，並授權銀行自申請人帳戶內自動扣繳。

Article 8 Fees

When using the contracted services, the applicant agrees to pay the various transaction processing service fees, and security charges at the rate specified by the bank service.

The applicant authorizes the bank to collect the abovementioned transaction processing service fees from the applicant's account at the time of occurrence, and collect security charges at the time of application.

The bank's rates (please refer to "Mega International Commercial Bank Standard E-Banking Rates" for details) will be published on the bank's website. The bank shall announce all subsequent changes at least 15 days in advance, and notify the applicant the right to terminate the applicant during this period, except for adjustment of the bank's rates advantageous to the applicant. The applicant will be deemed to have acknowledged the adjustment if no termination request is raised at the end of the period.

The applicant is subject to taxation in accordance with the relevant tax laws. The applicant also authorizes the bank to collect tax payments from the applicant's account.

第九條 申請人軟硬體安裝與風險

申請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，由申請人自行負擔。

前項軟硬體設備及相關文件如係由銀行所提供，銀行僅同意申請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。

因申請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。

申請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及規定，並自行負擔其費用及風險。

Article 9 Applicant's installation of software and hardware, and risks

The Applicant applying to use the services provided under this Agreement shall himself/herself install computer software, hardware and other equipments related to security. The expenses for installation and risks shall be borne by the Applicant solely.

If the software and hardware as stipulated in the preceding paragraph and related documents are provided by the Bank, the Bank only agrees that the Applicant may use them within the scope of service as agreed herein, and the Applicant is prohibited from transferring, lending them or delivering by any means whatsoever to any third party.

Where the Applicant's act infringes upon the Bank's or a third party's intellectual property right or other rights and interests, or any damage is caused due to inappropriate use, the Applicant shall be solely liable for the damages. Where it is necessary for the Applicant to install other software and hardware and to use them together with the software and hardware provided by the Bank to meet the operation needs, the Applicant shall follow the relevant information and requirements for the installation provided by the Bank and bear the expenses and risk thereof solely on his/her own.

第十條 申請人連線與責任

銀行與申請人有特別約定者，必須與銀行為必要之測試後，始得連線。

申請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。

銀行提供予申請人之密碼僅限於首次「更改密碼」之用，申請人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。

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

申請人於一年內如未曾使用本約服務，須再重新申請全球金融網「境外當地服務」密碼。

為降低密碼被人竊取之風險，申請人每年至少須變更密碼乙次。

申請人應於本契約終止時，即返還銀行所提供之設備及相關文件。

Article 10 Applicant's connection and responsibility

Where the Bank and the Applicant have any special agreement, the Applicant shall be required to complete the necessary tests instructed by the Bank before connection with the Bank's terminal is permitted.

The Applicant shall be responsible for maintaining the username, PIN code, certificate, software, hardware and related documents provided by the Bank.

The password provided by the Bank to the Applicant is only for the first time "change of password" and the Applicant shall, within one month from the date of printing out the password slit, execute the first change of password; failing which, the Applicant will need to re-apply for the password.

Where the Applicant enters the PIN Code in error for consecutive three times, the Bank's computer will immediately suspend the Applicant from using the services under this Agreement automatically. Where the Applicant wishes to restore the use of services, the Applicant shall make a new application again.

If the Applicant does not use the services stipulated in this Agreement within one year from last use of the service provided in this Agreement, the Applicant is required to apply for a new set of password.

In order to reduce the risk of password being stolen, the Applicant should change the password at least once every year.

The Applicant shall return the equipment and related documents provided by the Bank immediately upon termination of this Agreement.

第十一條 交易核對

銀行應於存款對帳單：每月第七個營業日前以電子郵件(E-MAIL)方式將申請人之帳單送至申請人所填寫之 E-MAIL ADDRESS 中，如因有非可歸責於銀行之事由致無法遞送時，該月即不再重送，但申請人得經由全球金融網「境外當地服務」自行查詢。

銀行於每筆交易指示處理完畢後，以電子郵件(E-MAIL)通知申請人，申請人應核對其結果有無錯誤。如有不符，應於使用完成之日起三十日內，通知銀行查明。

銀行對於申請人之通知，應即進行調查，並於通知到達銀行之日起七日內，將調查之情形或結果覆知申請人。

Article 11 Verification of transactions

The Bank shall email the Applicant the relevant statements to the email address provided by the Applicant as follows: statements for the saving accounts: no later than the 7th business day of each month. If the Bank fails to send the above statements due to the reason not imputed to the Bank, the Bank will not send the statement of that month, but the Applicants may log in the Global e-Banking 「Selected Location Services」 and check for the statement on his/her own.

After completing the processing of each transaction, the Bank will inform the Applicant by email. The Applicant shall verify whether the result is in error after each transaction. In case of any inconsistency, the Applicant shall inform the Bank within 30 days from the date of completion of the subject transaction for the Bank to verify the same.

Where the Applicant finds any error in the statement of account after verification, he/she shall inform the Bank to verify it within 30 days upon receipt of the statement of account.

The Bank shall conduct investigation immediately upon receipt of the Applicant's notice, and shall inform the Applicant of the investigation development or result within 7 days upon receipt of the Applicant's notice.

第十二條 網路轉帳交易

網路轉帳交易之金額以「元」為單位。申請人轉帳至其在銀行其他泰幣帳戶無金額限制，轉帳至銀行第三人特定帳戶部份，每日及每月累計轉帳限額，每筆轉帳限額，由銀行以顯著方式於網路上公開揭示，銀行並得隨時調整或訂定之。

開立活期性存款帳戶之申請人得申請以網路轉帳方式將該帳戶存款轉入申請人本人在銀行開立之其他帳戶，亦得事先以書面約定轉入第三人在銀行開立之帳戶。

預約轉帳可預約十二個月內之轉帳交易。付款日若非為銀行營業日得順延至次一營業日執行。預約交易可於到期日前一日，透過全球金融網「境外當地服務」取消先前之預約交易。

Article 12 Internet Transfer

The funds for the internet transfer use the unit of a "dollar". There is no limit for fund transfer to Applicant's other THB accounts in the Bank. For transfer to a third party account in the Bank. In opening a demand account, the Applicant may apply for internet transfer in order to transfer from the said account into the Applicant's other account in the Bank. Also, the Applicant may apply to transfer to the account in other banks or the third party's account in the Bank by signing a written agreement with the Bank in advance.

Scheduled transfer to designated account can be set for 12 months ahead. If the effective date of transfer does not fall on the business day, the transfer will take effect on the following business day. The scheduled transaction can be cancelled a day before the scheduled date through Global e-Banking 「Selected Location Services」. The service for scheduled foreign currency transfer is only limited to the same currency of the account.

第十三條 電子訊息錯誤之處理

申請人利用本契約之服務，如其電子訊息因不可歸責於申請人之事由而發生錯誤時，銀行應協助申請人更正，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申請人約定之方式通知申請人。

Article 13 Response to error in electronic messages

Where the Applicant's electronic message is in error due to causes not attributed to him/her when using the services under this Agreement, the Bank shall assist the Applicant to make correction and provide other necessary assistance.

Where the services referred to in the preceding paragraph are in error due to causes attributed to the Bank, the Bank shall make

correction immediately upon having knowledge thereof and inform the Applicant by electronic message or in other manners agreed by the Bank and the Applicant.

第十四條 電子訊息之合法授權與責任

銀行及申請人應確保所傳送至對方之電子訊息均經合法授權。

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

銀行接受通知前，對第三人使用該服務已發生之效力，除非銀行能證明申請人有故意或過失者外，銀行仍負責任。

Article 14 Lawful Authorization of electronic messages and Responsibilities

The Bank and the Applicant shall ensure that all electronic messages transmitted to each other have been legally authorized.

Where the Bank and the Applicant discover that any third party has misused or stolen the username, PIN code, or any other circumstances where there is no lawful authorization, the Bank and/or the Applicant shall notify the other party to suspend the use of the services and to take preventative measures by telephone or in writing or in other agreed methods.

The Bank shall be liable to the Applicant for any effect caused by the services herein used by third party before the Bank has received the notification, unless the Bank can prove that the Applicant maliciously known or had negligence in the above matter.

第十五條 資料安全

銀行及申請人應各自確保電子訊息安全，防止非法進入系統、竊取、竄改或毀損業務紀錄及資料。

第三人破解使用電腦之保護措施或利用電腦系統之漏洞爭議，由銀行就該事實不存在負舉證責任。駭客入侵銀行之電腦或相關設備者所發生之損害，由銀行負擔。

Article 15 Data Security

The Bank and the Applicant shall ensure the security of each other's electronic messages to prevent illegal access to the system, theft, alteration or destruction of business record and data.

When disputes arise from the third party's act of decoding the safety measure of the computer or using the loopholes of the computer system, the Bank shall bear the burden of proof that the above situation does not exist. All damages caused by the intrusion of the hackers to the Bank's computer or any related equipments shall be borne by the Bank.

第十六條 保密義務

除法律另有規定外，銀行及申請人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。

前項第三人如不遵守此保密義務者，視為本人違反保密義務。

Article 16 Non-disclosure Obligation

Unless otherwise stated in the law, the Bank and the Applicant shall ensure that electronic messages exchanged between the parties or information obtained from the other party in the course of use or performance of services under this Agreement will not be disclosed to a third party or be used for any purposes not related to this Agreement. The information should be disclosed to a third party with the other Party's approval, the party disclosing the information to the third party should ensure the third party to comply with the same non-disclosure obligation as prescribed in this Article.

If the third party mentioned above violates the non-disclosure obligation, it shall be considered as the violation of the party disclosing the subject information to that third party.

第十七條 損害賠償責任

銀行及申請人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。但銀行或其履行輔助人有故意或重大過失時，仍應就申請人所失利益負賠償責任。

Article 17 Damages

The Bank and the Applicant agree that where there is any delay, omission or error in the electronic messages transmitted or received under this Agreement due to causes attributed to either party resulting in damages to the other party, the attributed party shall only be liable for the direct damages (exclusive of loss in profit) suffered by the other party and interest accruing thereon. However, if the Bank or its performance assistant has deliberately or gross negligence to cause substantial damages, the Bank shall then compensate the Applicant for the loss in profit suffered by the Applicant.

第十八條 不可抗力

除本契約另有約定外，銀行或申請人就本契約所生義務之不履行或遲延履行，而致他方受有損害時，應負損害賠償責任。但因不可抗力所致者，不在此限。

Article 18 Force majeure

Unless otherwise stated in this Agreement, either party of this Agreement shall be liable for damages suffered by the other party due to one party's non-performance or delay in performing the obligation under this Agreement. However, the above is not applicable if the non-performance or delay is caused by force majeure.

第十九條 紀錄保存

銀行及申請人應保存所有交易指示類電子訊息紀錄，並應確保其真實性及完整性。

申請人如未保存者，推定以銀行所保存之紀錄為真正。

銀行對第一項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為五年。

Article 19 Maintenance of record

The Bank and the Applicant shall maintain all electronic messages records related to transaction instruction, and shall ensure the authenticity and comprehensiveness of the records.

If the Applicant fails to maintain the above records, the records maintained by the Bank shall be presumed to be authentic.

The Bank shall maintain the records referred to in the preceding paragraph with due care as a bona fide administrator for at least five years.

第二十條 電子訊息之效力

銀行及申請人同意依本契約交換之電子訊息，其效力與書面文件相同。

Article 20 Effect of electronic message

The Bank and the Applicant agree that the electronic messages exchanged under this Agreement have the same effect as

documents in writing.

第二十一條 申請人終止契約

申請人得隨時終止本契約，但應親自或以其他約定方式辦理。

Article 21 Applicant's termination of this Agreement

The Applicant may terminate this Agreement at any time, provided that he/she terminates this Agreement personally or in other manners as agreed.

第二十二條 銀行終止契約

銀行終止本契約時，須於終止日三十日前以書面通知申請人。但申請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申請人終止本契約：

- 一、申請人未經銀行同意，擅自將契約之權利或義務轉讓第三人者。
- 二、申請人受法院破產或重整宣告者。
- 三、申請人違反本契約第十六條之規定者。
- 四、申請人違反本契約之其他約定，經催告改善或限期請求履行未果者。

Article 22 Bank's termination of this Agreement

1. Where the Bank wishes to terminate this Agreement, it shall give a written notice to the Applicant 30 days prior to the termination. However where the Applicant is subject to any of the following circumstances, the Bank may inform the Applicant to terminate this Agreement in writing or in other manners as agreed:
2. where the Applicant transfer the right or obligation under this Agreement to a third party without the Bank's consent;
3. where the Applicant is declared bankrupt or reorganization by a court;
4. where the Applicant violates Articles 16 herein;
5. where the Applicant breaches other articles of this Agreement and fails to rectify his/her default or to perform this Agreement within specified time limit upon been notified by the Bank.

第二十三條 契約修訂

本契約如有未盡事宜，得經銀行及申請人協議，並應於 15 天前通知並以書面補充或修正。

Article 23 Amendments

Any matters not addressed herein may be supplemented or amended in writing, subject to both parties' Agreement, shall be informed of such revision at least 15 days in advance.

第二十四條 文書送達

申請人同意以契約中載明之地址為相關文書之送達處所，倘申請人之地址變更，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；如申請人未以書面或依約定方式通知變更地址時，銀行仍以契約中申請人載明之地址或最後通知銀行之地址為送達處所。銀行對申請人所為之通知發出後，經通常之郵遞期間，即推定為已送達。

Article 24 Service of documents

The Applicant agrees that the relevant documents shall be served to the address specified in this Agreement and he/she shall inform the Bank of any change in his/her address in writing or in other manners as agreed; thus the Applicant agrees that the document shall be served to such informed address thereafter. Where the Applicant fails to inform the changed address in writing or in the manners as agreed, the Bank shall serve the documents to the Applicant's address specified in this Agreement or the last address notified to the Bank. The notice sent by the Bank to the Applicant shall be deemed served after the normal mailing period.

第二十五條 法令適用

本契約準據法，依_____法律。

Article 25 Governing law

This Agreement shall be governed by the _____ laws.

第二十六條 法院管轄

因本契約而涉訟者，銀行及申請人同意以_____地方法院為第一審管轄法院。

Article 26 Jurisdiction

Both parties agree that any litigation arising out of and/or in connection with this Agreement shall be submitted to the jurisdiction of _____ District Court as the court of first instance.

第二十七條 標題

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

Article 27 Heading

The headings herein are provided for convenient reference only, which shall not affect the interpretation, construction and understanding of the relevant provisions herein.

第二十八條 不當使用之解約

如經銀行研判申請人帳戶有疑似不當使用之情事時，銀行得逕自終止申請人使用本全球金融網「境外當地服務」。

Article 28 Termination due to improper use of account

If the Bank determines that the Applicant's account demonstrates any circumstances that it may be improperly used, the Bank may at its sole discretion terminate the right of the Applicant to use Internet Banking.

第二十九條 契約分存

本契約壹式貳份，由銀行及申請人各執壹份為憑。

Article 29 Number of copies

This Agreement is made in duplicate, with each party retaining one respectively.

第三十條 履行個人資料保護法告知義務

兆豐銀行依據中華民國個人資料保護法（以下稱個資法）第八條第一項規定，謹向具中華民國國籍之申請人告知下列事項，請詳閱：

一、蒐集之目的：

（一）提供全球金融網「境外當地服務」及辦理全球金融網「境外當地服務」不定期舉辦之各項業務行銷活動。

（二）存款與匯款

- (三) 信託業務
- (四) 信用卡、現金卡、轉帳卡或電子票證業務
- (五) 授信業務
- (六) 行銷業務 (包含金控共同行銷業務)
- (七) 銀行其他經營合於營業登記項目或組織章程之業務
- (八) 依法令規定及金融監理需要, 所為之蒐集處理及利用
- (九) 內部統計、研究分析與管理需要。

二、蒐集之個人資料類別：

- (一) 姓名、身分證統一編號、聯絡方式及其他申請人填具「全球金融網「境外當地服務」業務申請暨服務約定書」載明項目及服務網頁列示項目 (網址：<https://www.global-ebanking.com>) 等資料類別。
- (二) 往來交易資料、信用資料、投資資料、保險資料。

三、個人資料利用之期間、地區、對象及方式：

- (一) 期間：個人資料蒐集之特定目的存續期間，或依相關法令所定 (例如商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以孰後屆至者為準)
- (二) 地區：下列揭示利用「對象」之國內及國外所在地。
- (三) 對象：銀行及受銀行委託處理事務之委外機構、依法令規定利用之機構 (例如：銀行所屬金融控股公司)、其他業務相關之機構【例如：銀行海外分支機構、通匯行 (含原始匯款行、解款行、中間銀行)、財團法人聯合徵信中心、財金資訊股份有限公司、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者】、依法有權機關或金融監理機關、臺端同意之對象 (例如銀行共同行銷或交互運用申請人資料之公司、與銀行合作推廣業務之公司等)。
- (四) 方式：符合個人資料相關法令以自動化機器或其他非自動化之利用方式。

四、依據個資法第三條規定，申請人就銀行保有申請人之個人資料得行使下列權利：

- (一) 得向銀行查詢、請求閱覽或請求製給複製本，而銀行依法得酌收必要成本費用。
- (二) 得向銀行請求補充或更正，惟依法申請人應為適當之釋明。
- (三) 得向銀行請求停止蒐集、處理或利用及請求刪除，惟依法銀行因執行業務所必須者，得不依申請人請求為之。

五、申請人不提供個人資料所致權益之影響：

申請人得自由選擇是否提供相關個人資料，惟申請人若拒絕提供相關個人資料，銀行將無法進行必要之審核及處理作業，致無法提供申請人相關服務。

Article 30 Fulfillment of personal data protection laws to inform the parties of Others obligations

In accordance with the Article 8 of Personal Information Protection Act in Republic Of China ('Act') which stipulates that the following items should be notified expressly by the Bank. Please read the following items carefully.

1. Purpose of Collection:

- I. For the specific purpose of providing the service of Global e-Banking 「Selected Location Services」 and handle the marketing activities of Global e-Banking 「Selected Location Services」 held from time to time.
- II. Deposits and Remittances.
- III. Trust business.
- IV. Credit card, Cash card, Debit card or Electronic ticket business.
- V. Loan business.
- VI. Marketing business. (include cross-selling with the Mega Holdings)
- VII. Other bank businesses which conformed to commercial register items or articles of incorporation.
- VIII. Collection, processing, and use is made to fulfill the legal obligations, to comply with the relevant laws, and to meet the needs of financial supervision.
- IX. For internal statistical analysis, research, and management.

2. Type of Personal Information to be Collected:

- I. Name, national identification number (or other identification numbers), contact methods, other information specified in the "Global e-Banking 「Selected Location Services」 Application Form and Service Agreement of the project and the website list items (URL: <https://www.global-ebanking.com>) and other categories of information.
- II. Applicant's transactions information, credit information, investment information and insurance information.

3. Time Period, Area, and Manners of Use of Personal Information, and Entities that May Use the Personal Information:

- I. Time Period: The period of existence of the specific purpose for which the personal information is collected, or the period determined in accordance with the applicable laws (such as the Business Entity Accounting Act) or the information retention period necessary for the Bank to conduct its business or agreed in the respective contract (the latter will prevail).
- II. Area: Any domestic and overseas location where the "entities that may use the personal information" described in the following paragraph are situated.
- III. Entities that May Use the Personal Information: The Bank and any organizations entrusted by the Bank for the purpose of handling operational matters, institutions that use the information in accordance with the law (such as the financial holding company, with which the bank is affiliated), other business-related entities [such as overseas branches of the Bank, correspondent banks (including original remittance banks, paying banks and intermediary banks), the Joint Credit Information Center, the Financial Information Service Co., Ltd. and any recipients of internationally transmitted personal information not subject to restrictions imposed by the central industrial relevant authority], legally authorized organizations or financial supervisory authorities, and any entities approved by you (such as companies engaging in joint marketing activities or exchanges of Applicant information with the Bank, enterprises cooperating with the Bank to promote business, etc.)
- IV. Manners of Use: Personal information shall be used / processed by automatic machines or non-automatic measures in compliance with the relevant personal information protection laws and regulations.

4. The Applicant may exercise the following rights with regard to personal information of the Applicant kept by the Bank pursuant to Article 3 of the Act:

- I. Make inquiries, request a review or a duplicate copy of personal information from the Bank, and the Bank may charge a reasonable and necessary fee pursuant to the applicable laws.
- II. Request the Bank to supplement or rectify any error, provided that you must provide the Bank with the adequate

explanation pursuant to the applicable laws.

- III. Request the Bank to discontinue the collection, processing, or use of personal information and to delete it. However, the Bank may refuse your request if your information is necessary for the Bank to conduct its business pursuant to the applicable laws.
5. Applicant may freely choose whether or not to provide relevant personal information. However, if Applicant refuse to provide relevant personal information, the Bank will not be able to proceed with the necessary review or procedure and therefore will not be able to provide the Applicant of relevant services.

第三十一條 準據語言

本契約同條之中文及英文文義發生牴觸或疑義時，概以英文文義為準。

Article 31 Language

In the event of any conflict, dispute or inconsistency as to the meaning of any terms, conditions or provisions of this agreement, the English version shall in all events prevail for all purposes whatsoever. .