

## 玉山個人網路銀行暨行動銀行服務約定條款

### E.SUN Bank Personal Internet Banking and Mobile Banking Services Agreement

立約人茲為個人網路銀行暨行動銀行業務服務之使用，經與貴行協議，並經立約人攜回審閱條款內容並充份了解後（審閱期間至少五日），同意簽訂下列條款，俾資遵守。未來如有增減服務項目或分階段提供既定項目時，悉依貴行當時之規定辦理。貴行可直接於自動化服務系統上宣傳，無須另行通知立約人，亦無須另立書面約定。

Personal Internet Banking and Mobile Banking services. After consulting the Bank, the Applicant agrees to the following terms and conditions, which the Applicant has reviewed thoroughly and understands completely (at least five days have been granted for review). Future adjustments of service items or phased introduction of certain items are subject to the Bank's regulations at the time. The Bank will announce such information directly on the automated service system, without additional notice to the Applicant nor additional written agreements.

#### 第1條 (銀行資訊)

##### Article 1 (Banking Information)

##### 一、銀行名稱：玉山銀行

##### I. Name of bank: E.SUN Bank

##### 二、24 小時客服專線：(02)21821313

##### II. 24-hour customer service hotline: (02)21821313

##### 三、網址：<https://ebank.esunbank.com.tw>

##### III. Website: <https://ebank.esunbank.com.tw>

##### 四、地址：臺北市松山區 105 民生東路三段 115 號

##### IV. Address: No. 115, Sec. 3, Minsheng East Road, Songshan District 105, Taipei

##### 五、傳真號碼：(02)27126613

##### V. Fax number: (02)27126613

##### 六、銀行電子信箱：即立約人於玉山銀行官網之「訪客留言板」線上留言。

##### VI. Bank e-mail: The message left by the Applicant on the Visitor Message Board on E.SUN Bank official website.

#### 第2條 (契約之適用範圍)

##### Article 2 (Applicability)

一、本契約係個人網路銀行暨行動銀行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。

I. The Agreement serves as a common agreement for Personal Internet Banking and Mobile Banking services in general. It applies to all services offered under the Agreement unless specifically arranged otherwise.

二、個別契約不得抵觸本契約。但個別契約對立約人之保護更有利者，從其約定。

II. No other service agreements separately arranged between the Applicant and the Bank shall

contradict the terms of the Agreement. However, special arrangements that offer more protection to the Applicant may supersede the terms and conditions stated herein.

三、本契約條款如有疑義時，應為有利於立約人之解釋。

III. Any ambiguities conveyed by the terms of the Agreement shall be interpreted in the way that best reflects the Applicant's best interests.

### 第3條 (名詞定義)

#### Article 3 (Definitions)

一、「個人網路銀行暨行動銀行服務」(下稱本服務):指立約人端電腦或行動裝置經由網路與貴行電腦連線，無須親赴貴行櫃台，即可直接取得貴行所提供之各項金融服務。

I. "Personal Internet Banking and Mobile Banking services" (hereinafter referred to as the "Services"): Various financial services offered by the Bank that the Applicant can access from the Applicant's computer or mobile device through an Internet connection with the Bank, without visiting the Bank in person.

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

II. "Electronic documents": Any text, audio, image, video, symbol, or other type of data transmitted by the Bank or by the Applicant over the Internet, which has been arranged in electronic or other not directly recognizable format, but that can be processed electronically to convey meaning.

三、「數位簽章」:指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。

III. "Digital signature": The process of converting electronic documents into a certain length of digital information using mathematical algorithms or other methods, and encrypting them with the signatory's private key. The digitally signed message can be authenticated using a public key.

四、「憑證」:指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。

IV. "Certificate": Electronic data that contains information of how a digital signature is to be validated; used to verify the signatory's identity and qualification.

五、「私密金鑰」:係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。

V. "Private key": The part of paired digital data retained by the signatory; this digital data is used for producing digital signatures.

六、「公開金鑰」:係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者

VI. "Public key": The part of paired digital data that is public; this digital data is used to validate digital signatures.

七、「簡訊密碼」:指當立約人進行特定交易或申請設定時，貴行系統將自動透過簡訊發送「一次性密碼 (One Time Password; 下稱 OTP)」(內含交易驗證碼及交易訊息)至立約人所設定的手機門號，確保網路交易之安全性(每次傳送之交易驗證碼皆為亂數產生，且僅當次有效)，有關 OTP 之交易機制，以貴行網站所載規定為準。

VII. "SMS OTP": When the Applicant makes a specific transaction or applies for settings, the Bank's system will automatically send a One Time Password (OTP) via SMS (text message) (hereinafter,

“SMS OTP”) to the Applicant’s mobile phone number, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time). The SMS OTP transaction mechanism shall be based on the regulations on the Bank’s website.

八、「語音 OTP」：指當立約人進行特定交易或申請設定時，貴行系統將自動撥打電話或其他方式以語音提供「一次性密碼」至立約人所設定的手機門號，確保網路交易之安全性（每次傳送之交易驗證碼皆為亂數產生，且僅當次有效）。

VIII. "Voice OTP": When the Applicant makes a specific transaction or applies for settings, the Bank's system will automatically send a One Time Password via a phone call (hereinafter, "Voice OTP") or other methods to the Applicant’s registered mobile phone number, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time).

九、「行動裝置」：係指包含但不限於智慧型手機、平板電腦等具通信及連網功能之設備。

IX. "Mobile device": Includes but is not limited to equipment with telecommunications and Internet access functions, such as smart phones and tablet PCs.

十、「行動應用程式」(Mobile Application；下稱 APP)：係指安裝於行動裝置上之應用程式。

X. "Mobile application" (hereinafter “app”): Refers to apps installed on mobile devices.

十一、「快速登入」：係指立約人與貴行完成行動裝置綁定並藉由簡易密碼、圖形密碼或指紋、人臉辨識等行動裝置內建驗證方式（依立約人所持有之行動裝置與系統版本適用不同之登入方式），登入行動銀行。

XI. "Fast login": Refers to the Applicant's use of built-in verification methods for a bound mobile device, such as numeric passwords, graphical passwords, fingerprints, or facial recognition (applicable login method depending on Applicant's mobile device and OS version), to log into Mobile Banking.

十二、「玉山行動銀行認證」：係指立約人持已綁定行動裝置之玉山行動銀行完成身分驗證。

XII. "E.SUN Mobile Banking verification": Refers to the Applicant completed identity verification with binding mobile devices.

十三、「數位存款帳戶」：係指以網路方式受理立約人申請所開立之新臺幣及外匯存款帳戶。

XIII. "Digital Account": Refers to the TWD and foreign currency accounts opened online by the Applicant.

十四、「臨櫃/ATM 驗證碼」：係指立約人親赴貴行櫃台完成身分驗證後由立約人自行設定之驗證碼，或至貴行自動櫃員機憑晶片金融卡驗證後，由立約人自行設定之驗證碼，或透過自動櫃員機顯示之 QR Code 驗證碼。該組驗證碼可用於啟動貴行線上服務，僅單次有效。

XIV. "At the counter/ ATM verification PIN": Refers to the verification PIN set by the Applicant after the Applicant completes identity verification at the counter of the Bank in person, or the verification PIN set by the Applicant after the Applicant completes verification with an IC ATM card at a Bank ATM, or the verification PIN as a QR Code shown at a Bank ATM. The verification PIN may be used to activate the online services of the Bank, but is limited to one use only.

十五、「視訊服務」：係指立約人利用行動裝置(包含但不限於智慧型手機、平板電腦等具通信及連網功能之設備)，透過網路連線方式，經貴行以視訊會議與立約人進行身分驗證及提供金融服務。

XV. "Video Conference Service": Refers to the Applicant using mobile devices (including but not limited to devices with communications and Internet connections, such as smartphones or tablet computers) to establish a connection with the Bank over the Internet, and the Bank verifies the identity of the Applicant and provides financial services via video conferencing.

十六、「SIM 卡認證」：係指當立約人進行特定交易或申請設定時，貴行透過 4G/5G 網路連線方式，驗證立約人留存貴行之簡訊密碼手機門號與立約人持有之行動裝置 SIM 卡手機門號一致性。

XVI. "SIM card verification": When the Applicant makes a specific transaction or application, the Bank will verify the consistency of the SMS OTP provided to the Bank by the Applicant and the phone number of the SIM card in the mobile device held by Applicant over the internet with 4G/5G signal.

十七、「行動銀行驗證碼」：係指當立約人進行特定交易或申請設定時，貴行系統將自動發送一組「一次性密碼」至立約人已綁定行動裝置之玉山行動銀行，確保網路交易之安全性(每次傳送之交易驗證碼皆為亂數產生，且僅當次有效)。

XVII. "Mobile Banking OTP": When the Applicant makes a specific transaction or application, the Bank's system will automatically send a One Time Password via mobile devices which have been bound, ensuring the safety of online transactions (the transaction authentication code is randomly generated every time and only effective for one time).

十八、「金融 Fast-ID」：係指當立約人進行特定交易或申請設定時，用以驗證身分之顧客身分識別機制。

XVIII. "Financial Fast-ID": When the Applicant makes a specific transaction or application, "Financial Fast-ID" verifies the identity of the Applicant.

#### 第4條 (網頁及 APP 之確認)

##### Article 4 (Website and App Verification)

一、立約人使用本服務前，應先確認本服務之正確網址：<https://ebank.esunbank.com.tw> 無誤或確認於貴行官網揭露之正確位置下載「玉山行動銀行」無誤，才使用本服務；如有疑問，請致電玉山客服中心 (02)21821313 詢問。

I. The Applicant shall verify the correct URL of the webpage for the Services: <https://ebank.esunbank.com.tw>, or that the E.SUN Mobile Banking app is downloaded from the correct location on the Bank's official website before using the Services. For inquiries, please call the E.SUN Customer Service Center: (02) 21821313.

二、貴行應以一般民眾得認知之方式，告知立約人本服務應用環境之風險。

II. The Bank shall inform the Applicant of the risk of using the Services in a way that the average person can understand.

三、貴行應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，並注意有無偽造之網頁或 APP，以避免立約人之權益受損。

III. The Bank shall exercise due diligence in managing the correctness and security of website information. The Bank shall also be on the lookout for fake webpages and apps to prevent losses to the Applicant.

## 第5條 服務項目

### Article 5 (Service Items)

一、立約人同意本服務項目，包含但不限於存款、信用卡、貸款、財富管理、外匯與個人化服務等產品之查詢、交易、設定或變更等相關服務，服務內容以貴行網站公告為準；貴行於本服務提供之服務項目應確保訊息之正確性，其對立約人所負之義務不得低於本服務之內容。

I. The Applicant agrees that the Services include but are not limited to inquiries, transactions, settings, and changes relating to deposits, credit cards, loans, wealth management, foreign exchange, and customized services, and that service content shall be based on announcements on the Bank's website. The Bank shall ensure the correctness of information on specific services provided within the Services. The Bank's obligations to the Applicant shall be no less than these services.

二、立約人瞭解本服務係屬一經提供即為完成之線上服務，不適用消費者保護法第十九條第一項解除權之規定。

II. The Applicant understands that the Services are online services that are completed once provided, and that Article 19, Paragraph 1 of the Consumer Protection Act on rescinding the contract is not applicable.

三、部分服務項目立約人應另向貴行申請並經立約人同意始得使用。

III. The Applicant must submit a separate application to the Bank and give his/her approval before using certain services.

## 第6條 (連線所使用之網路)

### Article 6 (Internet Connection)

一、貴行及立約人同意使用網路進行電子文件傳送及接收。

I. The Bank and the Applicant both agree to transmit and receive electronic documents over the Internet.

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

II. The Bank and the Applicant shall establish service agreements with their respective Internet service providers to secure their own rights and obligations; both parties shall bear their own expenses incurred for accessing the Internet.

## 第7條 (電子文件之接收與回應)

### Article 7 (Receiving and Responding to Electronic Documents)

一、貴行接收電子簽章或經貴行及立約人同意用以辨識身分之電子文件後，除查詢之事項外，貴行應提供交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以電子文件方式通知立約人。

I. Upon receiving the electronic signature or electronic document agreed upon by the Bank and the Applicant as a proper means of identification, the Bank shall prompt for the Applicant's confirmation by displaying key information on the webpage (except for inquiries) before proceeding with

verification and execution. The results of the verification and execution shall be notified to the Applicant by e-mail.

二、貴行或立約人接收來自對方任何電子文件，若無法辨識身分或內容時，視為自始未傳送。但貴行可確定立約人身分時，應立即將內容無法辨識之事實，以用電子郵件、電話或其他方式通知立約人。

II. In circumstances where the Bank or the Applicant is unable to determine the identity or the content of electronic documents sent by the other party, the electronic documents shall be considered to have never been sent in the first place. However, if the Bank is able to confirm the identity of the Applicant, the Bank shall notify the Applicant, by e-mail, phone call, or other methods, of the fact that the content cannot be identified.

#### 第 8 條(電子文件之不執行)

##### Article 8 (Non-execution of Electronic Documents)

如有下列情形之一，貴行得不執行任何接收之電子文件：

The Bank may refuse to execute an incoming electronic document if it meets any one of the following descriptions:

一、有具體理由懷疑電子文件之真實性或所指定事項之正確性者。

I. Where the Bank has reasonable doubt as to the authenticity of the electronic document or the correctness of the instructions.

二、貴行依據電子文件處理，將違反相關法令之規定者。

II. Where the Bank might be at risk of violating laws or regulations should it choose to process the electronic document.

三、貴行因立約人之原因而無法於帳戶扣取立約人應支付之費用者。

III. Where the Bank is unable to debit from the Applicant's account for the amount payable, for reasons that are attributable to the Applicant.

貴行不執行前項電子文件之指示者，應同時將不執行之理由及情形，以電子文件通知立約人，立約人受通知後得以用電子郵件、電話或書面方式向貴行確認。

If the Bank refuses to execute instructions on the aforesaid electronic documents, the Bank shall notify the Applicant via electronic document immediately of the reasons and circumstances of refusal. The Applicant may verify with the Bank, by e-mail, phone call, or other methods in written format, after receiving the notice.

#### 第 9 條(電子文件交換作業時限)

##### Article 9 (Timeframe for Electronic Document Exchanges)

一、立約人瞭解其發出之電子文件係由貴行電腦自動處理；立約人發出電子文件，經立約人依第七條第一項貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定之期限內，得撤回、修改。

I. The Applicant understands that the electronic documents submitted by the Applicant will be automatically processed by the Bank's computer. The Applicant cannot recall a submitted electronic document once it has been confirmed by the Applicant according to the method described in Article

7, Paragraph 1. However, the Applicant can recall or amend scheduled transactions that are yet to fall due, subject to the deadlines specified by the Bank.

二、若電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行營業時間（所有項目之服務時間依貴行網頁公告時間為準）或其他不可抗力之因素而無法當天完成交易時，貴行應以電子文件通知立約人，該筆交易將改於次一營業日處理或依其他業務約定方式處理。

II. If an electronic document is delivered via the Internet to the Bank and arrives in the Bank's computer systems after business hours (service hours of all items are subject to the announcement on the Bank's website) or the transaction cannot be completed on the same day due to force majeure, the Bank shall immediately notify the Applicant by electronic document that the transaction will be automatically arranged to be processed on the next business day or by other agreed methods.

三、立約人同意貴行因電腦系統暫停或於結帳期間，得暫停提供立約人本服務。

III. The Applicant agrees that the Bank may suspend the Services when the Bank's computer systems are suspended or during account settlement.

#### 第 10 條(費用)

#### Article 10 (Charges)

一、立約人自使用本服務之日起，願依約定收費標準繳納服務費、手續費及郵電費(相關費用詳見開戶總約定書之收費標準)，並授權貴行自立約人之帳戶內自動扣繳。如未記載者，貴行不得收取。

**I. Beginning with the first day of using the Services, the Applicant agrees to pay service fees, handling charges, and Swift / Mail fees according to the standard rates stipulated by the Bank, (All related fees please refer to the standard rates on "General Agreement for Account Opening") and authorizes the Bank to collect all fees and charges from the Applicant's account. The Bank may not collect any charges it has not advised the Applicant of.**

二、前項收費標準於簽約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並以電子郵件或其他方式使立約人得知（以下稱通知）調整之內容。

**II. Any subsequent change to the standard rates mentioned above must be published on the Bank's website in a clear, visible manner, and notified to the Applicant via e-mail or other methods (referred to as "Notice" below).**

三、第二項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用本服務一部分或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應立即恢復本服務契約相關服務。

**III. If the adjustment described in Paragraph 2 results in a higher rate, the Bank shall provide the Applicant with the option to agree or disagree with the higher rate on its website. If the Applicant does not advise its agreement before the effective date of adjustment, the Bank may suspend part or all of the Services offered to the Applicant on the date the adjustment takes effect. If the Applicant agrees to the rate adjustment after the effective date, the Bank shall immediately restore the Applicant's access to the Services in accordance with the Agreement.**

四、前項貴行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

**IV. The Bank shall issue the above-mentioned announcements and notices at least 60 days prior to the effective date of the adjustment, which shall not be earlier than the beginning of the year following the announcements/notices.**

第 11 條(立約人軟硬體安裝與風險)

Article 11 (Installation of Software/Hardware at the Applicant's Side and Associated Risks)

一、立約人申請使用本服務，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由立約人自行負擔。立約人切勿與他人共用行動裝置、於行動裝置儲存他人之指紋或臉部辨識資訊、任意破解行動裝置（如越獄或 Root），並慎防駭客攻擊，以確保行動裝置及帳戶安全。

I. The Applicant shall install all the computer software, hardware, and security-related equipment required to access the Services. **The Applicant shall bear all costs and risks associated with the installation.** The Applicant shall not share mobile devices with others, save the fingerprints or facial recognition information of others on mobile devices, or arbitrarily breach the security of mobile devices (such as jailbreaking or rooting), and shall be cautious of hacker attacks to ensure the security of the mobile devices and account.

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

II. Where the software, hardware and documents in Paragraph 1 are provided by the Bank, the Bank agrees only to use by the Applicant within the scope of the Services, and such software, hardware and documents shall not be transferred, loaned, or in any other way given to a third party. The Bank should also describe on its website and in the packaging of the provided software/hardware the minimum system requirements for running the Services, as well as risks associated with the software/hardware provided.

三、立約人於契約終止時，如貴行要求返還前項之相關設備，應以契約特別約定者為限。

III. The Bank may request that the Applicant return the supplied equipment mentioned above upon termination of the Agreement, but only if it has been separately arranged under special terms and conditions.

第12條 (立約人連線與責任)

Article 12 (Applicant's Connection and Responsibility)

立約人使用本服務提供之相關服務，同意悉依貴行下列規定辦理：

The Applicant agrees to comply with the Bank's regulations below when using services related to the Services:

一、立約人可依以下任一方式申請使用本服務：

I. The Applicant may apply for access to the Services using any of the following methods:

(一) 如立約人為存戶，得於線上以臨櫃/ATM 驗證碼、語音 OTP 或憑晶片金融卡及晶片

卡讀卡機申請/重設一般版個人網路銀行服務，或透過玉山行動銀行認證重設一般版個人網路銀行服務。

(I). If the Applicant is the depositor, he/she may directly apply for / reset the general version of Personal Internet Banking services via at the counter / ATM verification PIN, Voice OTP or an IC ATM card and an IC ATM card reader, or reset to the general version of Personal Internet Banking services through the E.SUN Mobile Banking verification.

(二) 如立約人為信用卡友，得以信用卡資料申請信用卡版個人網路銀行服務，於完成使用者名稱及密碼之設定後，至線上使用本服務或其他所約定之服務。

(II). If the Applicant is a credit card holder, he/she may use his/her credit card information to apply for the credit card version of Personal Internet Banking services, and may only use the Services or other agreed services after setting his/her username and password.

二、如立約人為存戶時，立約人申請一次性密碼（如：簡訊密碼、語音 OTP 或行動銀行驗證碼），依下列規定辦理：

II. If the Applicant is a depositor, the Applicant may apply for a One Time Password (SMS OTP、Voice OTP or Mobile Banking OTP) using one of the methods:

(一) 立約人得以下列方式申請簡訊密碼：**本國人應親自憑國民身分證，外籍人士應親自持有效期限內之居留證正本至貴行辦理**，如非自然人者還須憑原留印鑑辦理；或立約人憑晶片金融卡於貴行自動櫃員機申請、或於網路銀行憑晶片金融卡及晶片卡讀卡機申請；或持國民身分證於行動銀行視訊服務申請。

(I). **The Applicant who applies for SMS OTP must approach the bank in person with ID card (foreign applicants shall present a valid Alien Resident Certificate (ARC), and non-natural persons must additionally present an authorized seal); or the Applicant may use an IC ATM card to apply on the Bank's ATM, or use an IC ATM card and an IC card reader to apply via Internet Banking; or the Applicant may use an ID card to apply via Video Conference Service of Mobile Banking app.**

(二) 立約人得以下列方式申請行動銀行驗證碼：於行動銀行完成裝置綁定後，以簡訊密碼搭配 SIM 卡認證，或以玉山銀行人臉辨識申請。

(II). **The Applicant may apply for Mobile Banking OTP in the following ways: After completing Mobile Devices Binding, the procedure may be done through SMS OTP with SIM card verification, or by applying through E.SUN Bank Facial Recognition.**

(三) 立約人經第(一)款簡訊密碼申請完成，將同步開啟語音 OTP 服務。

(III). **Upon successful completion of the application for the SMS OTP by the Applicant, Voice OTP will also be automatically activated.**

(四) 立約人約定接收簡訊密碼或語音 OTP 之行動電話號碼如有更動、第三人冒用或盜用或其他未經立約人合法授權使用之情形時，應臨櫃辦理變更或註銷，或於網路銀行以晶片金融卡及晶片卡讀卡機辦理變更、停用或註銷，或以貴行同意方式通知貴行，在貴行完成變更、停用或註銷手續以前，所有使用本服務所為之交易，概由立約人負責。

(IV). **If the Applicant changes the telephone number specified for the SMS OTP or Voice OTP service, fraudulently used, stolen or any unauthorized conduct by a third party,**

**the Applicant shall apply for a change, stop or cancellation with the Bank or via Internet Banking using a bank card and card reader, or notify the Bank by any other method as agreed to by the Bank. Prior to the completion of processing of such application, the Applicant is held accountable for all transactions using the Services during the period.**

(五) 為保護立約人帳戶安全，本服務輸入簡訊密碼及語音 OTP 合併計算連續錯誤 5 次，系統將自動註銷簡訊密碼及語音 OTP 使用權限，立約人須向貴行重新申請簡訊密碼服務後始得繼續使用。

(V). **After five consecutive incorrect entries of the SMS OTP and Voice OTP for the Services, the system will automatically terminate the user's authority to use SMS OTP and Voice OTP. The Applicant must then re-apply to the Bank for the SMS OTP service.**

(六) 語音 OTP 每日僅進行 5 次認證，如使用達 5 次將暫停本服務，請於隔日重試。

(VI). **Voice OTP may only be used for authentication for up to five times per day. In the event the maximum use per day is reached, the system will automatically suspend the user's access to the Services, and the user will need to wait until the next day to regain access.**

三、SIM 卡認證每日僅得進行 5 次認證，如使用達 5 次將暫停本服務，請於隔日重試。

III. **SIM card verification may only be used for authentication for up to five times per day. In the event the maximum use per day is reached, the system will automatically suspend the user's access to the Services, and the user will need to wait until the next day to regain access.**

四、立約人經由連結網際網路登入本服務時，須輸入正確的身分證字號/統一編號、使用者名稱及使用者密碼或採其他貴行所提供之登入方式，方得使用本服務。

IV. **When the Applicant logs into the Services via the Internet, the Applicant must enter the correct ID Number/Unified Business Number, username and user password, or other login methods provided by the Bank to use the Services.**

五、本服務使用者密碼由立約人自設 6 至 15 碼之英文字母與數字混合，不得與立約人之身分證字號/統一編號、使用者名稱、出生月日四碼或電話末四碼相同，亦不得為 3 個相同之英數字/連續英文字/連號數字，並建議避免以其他顯性資料作為唯一之識別，另立約人得隨時不限次數變更密碼，惟不得與變更前之原密碼相同。

V. **The Applicant shall set a 6-15 digit alphanumeric user password for the Services. The password may not be the same as the Applicant's ID Number/Unified Business Number or username and may not include the last four digits of the Applicants' phone number or birthday (month and day). It also cannot be 3 identical English numbers/continuous English characters/serial numbers. The password may be changed an unlimited number of times, but may not be the same as the original password.**

六、登入本服務之使用者名稱連續錯誤 5 次使用者密碼連續錯誤 5 次或臨櫃申請隔日起 180 天內未線上啟用，系統將自動暫停本服務使用權限。倘立約人欲重新使用，需依貴行網站公告之方式申請本服務。

- VI. **After five consecutive incorrect entries of the username or user password for the Services, or when the service is not activated within 180 days after the counter application, the system will automatically suspend the user's access to the Services. If the Applicant intends to use the Services again, the Applicant must apply for the Services using the method announced on the Bank's website.**
- 七、登入行動銀行之圖形密碼或簡易密碼連續錯誤 3 次，系統將自動註銷該密碼。倘立約人欲重啟圖形密碼或簡易密碼登入方式，需以立約人之身分證字號/統一編號、使用者名稱及密碼登入，並重新設定。
- VII. **If wrong graphical password or numeric password for logging into Mobile Banking is entered for three consecutive times, the system will automatically cancel the password. To reactivate the graphical password or numeric password, the Applicant must login using his/her ID number, username and password to reset it.**
- 八、立約人對於貴行所提供或自行設定之網路銀行暨行動銀行使用者代號、密碼、憑證、私密金鑰、軟硬體及其他足以辨識身分之工具（如指紋驗證、臉部辨識等），應負保管及保密之責；使用行動裝置內建登入驗證方式（包括但不限於指紋驗證、臉部辨識），登入限制及重新啟用方式依照行動裝置作業系統或設備廠商與使用者約定辦理，且立約人應妥善保管行動裝置並僅於該裝置設定本人資訊。立約人倘有未盡上述保管及保密責任而發生遭盜用所生之損害，由立約人自行負擔，貴行不負任何賠償責任。
- VIII. **The Applicant is responsible for the safekeeping and confidentiality of self-defined username, password of Personal Internet Banking and Mobile Banking services, certificates, private keys, software/hardware, and other tools sufficient for identification (such as fingerprint recognition, facial recognition, etc.) provided by the Bank or by the Applicant. In using the built-in login verification methods of the mobile devices (including but not limited to fingerprint recognition and facial recognition), the login restrictions and reactivation methods shall be based on the mobile device's operating system and manufacturer and the user agreement. The Applicant shall keep the mobile device safe and only enter his/her information in the device. The Applicant shall bear all damage by stolen if the Applicant fails to fulfill the responsibilities mentioned above for custody and confidentiality, and the Bank shall not be liable for any compensation.**
- 九、立約人登入後，若超過五分鐘未執行任何操作時，本服務將自動將立約人自系統登出，以避免為他人所使用。立約人如需繼續使用本服務，必須重新登入後才能執行。
- IX. **Once the Applicant logs in, if the Applicant does not take action for more than five minutes, the Services will automatically log him/her Applicant out. This is to prevent use by another person. The Applicant must then log in again to continue using the Services.**
- 十、本服務同一時間內只允許同一身分證字號/統一編號登入使用一個連線 (Session) 控制之系統，故同一時間有二人以上以同一身分證字號/統一編號使用一個連線 (Session) 控制之系統，立約人同意貴行可讓第二位登入者決定是否要將第一位登入者自動登出。
- X. **The Services only allow one ID Number/Unified Business Number to establish one session during the same period of time. Hence, when a second person attempts to use the same ID Number/Unified Business Number to establish a session, the Applicant agrees that the Bank may allow the second person logging in to decide whether or not to automatically log the first person**

out.

十一、立約人須先登入行動銀行，始得開始綁定行動裝置。相關作業事項悉依貴行下列規定辦理：

XI. The Applicant must first log into Mobile Banking before binding it to a mobile device. Other operational matters should be in accordance with the following rules:

(一) 立約人僅可綁定至多 1 個行動裝置 (合併計算 Android 及 iOS 作業系統之行動裝置)。

(I). **The Applicant may bind a maximum of one mobile device (total count of Android and iOS mobile devices).**

(二) 每支裝置僅可綁定一個身分證字號/統一編號。

(II). **Each device may be bound to a maximum of one ID Number/Unified Business Number.**

(三) 綁定行動裝置須透過使用語音 OTP 驗證、ATM 驗證碼、金融 Fast-ID 驗證或簡訊 OTP 並採加強防護機制(如 SIM 卡認證)，完成後始得使用行動銀行所提供之各項服務，包含但不限於快速登入、推播通知、非約定轉帳、預約無卡提款交易、申請玉山銀行 IXML 憑證與執行外幣累計超額之簽驗章等相關服務；如立約人取消行動裝置綁定，貴行將暫停本項行動銀行所提供之各項服務，如欲重新使用，須重新綁定行動裝置。

(III). The services provided via mobile banking may only be used after binding a mobile device, which is verified with voice OTP, ATM verification PIN as a QR Code shown at a Bank ATM, Financial Fast-ID or SMS OTP with enhanced protection mechanism (such as SIM card verification). Such services include but are not limited to fast login, push notifications, non-designated account transfer, reservation for cardless withdrawal transaction, application for E.SUN Bank IXML certificates, and signatures and verification for foreign currency transactions exceeding the limit. If the Applicant cancels binding to a mobile device, the Bank will suspend services provided by mobile banking; the Applicant must then bind the mobile device again to re-access the services.

十二、立約人如使用行動銀行通知服務，相關作業事項悉依貴行下列規定辦理：

XII. If the Applicant uses Mobile Banking notification services, the relevant operational matters shall be handled in accordance with the following rules:

(一) 本服務使用前須先綁定裝置，立約人僅可綁定至多 1 個行動裝置、每支裝置僅可綁定一個身分證字號/統一編號，以維護帳戶安全。

(I) **The Services may only be used after binding a mobile device. The Applicant may bind a maximum of one mobile device, and each device may be bound to a maximum of one ID number/Unified Business Number for account safety.**

(二) 通知服務僅為提醒之用，須開啟網路且網路為正常連線狀態才可收到推播通知。若因任何設備、網路設定或其他貴行不可或難以預期之問題導致無法收受通知，立約人應以其它方式 (如網路銀行、電話銀行、自動櫃員機等)查詢所需服務。

(II) Notification services only serve as a reminder, and push notifications will only be received when Internet access is enabled and the connection is normal. If notifications cannot be received due to any equipment or network settings, or due to any other issues unforeseeable

by the Bank, the Applicant shall inquire regarding needed services via other methods (e.g., Internet Banking, Phone Banking, or ATM).

(三) 如立約人遺失裝置、或欲將裝置贈送他人、或欲刪除行動銀行時，立約人應自行透過網路銀行或行動銀行取消綁定。

(III) If the Applicant loses a device, intends to give a device to another as a gift, or intends to delete Mobile Banking, the Applicant shall cancel the binding via Internet Banking or Mobile Banking.

十三、本服務經註銷後，若日後仍有需要，應於線上重新申請本服務，或依貴行另行公告之方式申請使用之。

XIII. After the Services is terminated, the Applicant must re-apply for the Services online, or according to other methods announced by the Bank.

十四、為保護立約人帳戶安全，立約人逾 18 個月未登入本服務，應依貴行申請流程重新驗證身分，始得繼續使用本服務。

**XIV. In order to protect the security of the Applicant's account, if the Applicant does not log in to the Services for over 18 months, he/she shall re-verify his/her identity in accordance with the Bank's application process to continue using the Services.**

十五、為降低風險，立約人應不定期變更密碼。立約人對貴行所提供之相關文件及自行設定之使用者名稱、使用者密碼、接收簡訊密碼 (含語音 OTP) 之專屬行動電話號碼及其他足以識別身分之工具或其他與貴行約定之登入方式，應負保管以及防止第三人冒用或盜用或其他未經立約人合法授權使用之責。

**XV. To minimize risks, the Applicant shall make timely password changes. The Applicant is responsible for safekeeping of the relevant documents, the self-defined username and password, telephone number specified for receiving SMS OTP (including Voice OTP), and other identification tools and other login methods agreed upon with or provided by the Bank. The Applicant is also responsible for preventing any of such identification tools and login methods from being fraudulently used or stolen, or in any other way used by any third party without the Applicant's authorization.**

十六、立約人瞭解並保證其與貴行約定留存、變更之電子郵件信箱確實為立約人所使用，相關作業事項悉依貴行下列規定辦理：

XVI. The Applicant acknowledges and guarantees that the email address provided to the Bank is used by the Applicant. The relevant operational matters shall be handled in accordance with the following rules:

(一) 為保障立約人權益，貴行得檢視電子郵件信箱是否有與他人留存於貴行之電子郵件信箱相同之情形，並得向立約人關懷後留存相關紀錄。

(I) To protect the interest and rights of the Applicant, the Bank may check if the email address provided is the same as the email address provided by others to the Bank. The Bank may make inquiries with the Applicant and keep relevant records thereafter.

(二) 為確保立約人與貴行約定留存、變更之電子郵件信箱可正常接收電子文件及通知，立約人瞭解並同意配合，須點選貴行發送之電子郵件驗證連結，始完成電子郵件信

箱之留存、變更程序，如未於一定期間內完成前述驗證機制，並願重新進行電子郵件信箱之留存、變更。

(II) To ensure that the email address provided by the Applicant to the Bank is able to receive electronic documents and notifications, the Applicant understands and agrees to click on the email verification link sent by the Bank in order to complete the procedures to save or update his/her email address, and to undergo the procedures again to save or update his/her email, if the aforesaid verification mechanism is not completed before the specified time period.

#### 第 12-1 條 (視訊服務)

#### Article 12-1 (Video Conference Service)

立約人使用貴行視訊服務時，同意依下列規定辦理：

The Applicant agrees to comply with the regulations below when using the Video Conference Service of the Bank:

- 一、立約人聲明並確認未以錄製影片、製作面具或模擬影像等機制偽冒身分，且係於接受充足之資訊及未受脅迫或操控之情形下使用貴行視訊服務。如不同意貴行以視訊服務方式進行身分核驗，關閉或立即中止該視訊服務功能。
  - I. The Applicant declares and confirms that no identity falsification through mechanisms such as pre-recorded videos, constructed masks, or simulated images occurred during video conferencing, and that he/she is using the Video Conference Service of the Bank after receiving sufficient information and without being coerced or manipulated. The Applicant who does not agree to verify his/her identity via the Video Conference Service shall close or immediately terminate the Video Conference Service.
  - 二、立約人須先登入行動銀行，並上傳身分證件影像檔，以提供貴行身分證明文件。貴行將依據立約人留存於貴行之資料進行身分核驗，完成身分驗證後，始得進入貴行所提供之視訊服務。
    - II. The Applicant must log into Mobile Banking and upload an image file of his/her ID card in order to provide identification document to the Bank. The Bank will verify the identity of the Applicant based on the information provided to the Bank by the Applicant. The Applicant could use the Video Conference Service of the Bank after the completion of the identity verification.
  - 三、立約人瞭解並同意進行視訊服務流程時，貴行得全程以拍照、錄音、錄影等電子方式記錄立約人進行視訊服務流程所產生之所有照片、音檔、影像等影音資料，貴行所留存之影音內容即代表立約人本人之意思表示，對立約人具有拘束力。
    - III. The Applicant understands and agrees that the Bank may record the process of the Video Conference Service via methods such as photography, voice recording and video recording, and that the photos, voice recordings and videos represent the Applicant's expressed intentions and therefore are bound to the Applicant.
  - 四、立約人如因行動裝置網路訊號或連線品質不佳，導致視訊服務中斷或無法順利連線，立約人應自行負擔使用視訊服務設備及產生之網路傳輸費用，如可歸責於貴行系統之事由而發生錯誤，貴行應協助立約人更正，並提供其他必要之協助。
    - IV. If the Video Conference Service is disconnected or the service connection cannot be established

due to bad network service signals or poor connection quality of the Applicant's mobile devices, the Applicant shall be responsible for all network transmission charges generated for using the video conference equipment. However, if the Bank's system is responsible for such errors, the Bank should assist the Applicant to correct the errors and provide any other necessary assistance.

- 五、立約人使用視訊服務如遇爭議處理時，以貴行電腦系統留存紀錄為準，貴行有權進行事後查驗及稽核作業。
- V. Should disputes occur during Video Conference Services, the Bank will address the disputes based on the records saved by the Bank computer system, and the Bank reserves the right to investigate and audit after the incident.

#### 第 12-2 條 (玉山銀行人臉辨識)

##### Article 12-2 (E.SUN Bank Facial Recognition)

立約人向貴行申請玉山銀行人臉辨識時，應以立約人本人之人臉特徵資料於綁定之行動裝置進行設定，且同一身分證字號僅限註冊一組人臉辨識，並同意悉依貴行下列規定辦理：

When applying to the Bank for E.SUN Bank Facial Recognition, the Applicant shall use his/her own facial features to set up the bound mobile device. Each ID Number may only be registered for the facial features of one person. The Applicant agrees to comply with the following regulations of the Bank:

- 一、立約人於行動銀行進行玉山銀行人臉辨識註冊時，同意貴行透過行動裝置(如：前置相機鏡頭等)或其他外接設備(如攝影裝置、掃描器等)，以拍照錄存方式蒐集立約人之人臉特徵資料及照片，並於通過貴行檢測條件後，完成人臉辨識註冊。
- I. When registering for E.SUN Bank Facial Recognition through Mobile Banking APP, the Applicant agrees that the Bank may collect the Applicant's facial features and photos through the mobile device (e.g., front camera, etc.) or other external devices (e.g., cameras, scanners, etc.) by means of photographic recording. The applicant shall meet the detection requirements before completing the registration of E.SUN Bank Facial Recognition.
- 二、立約人於完成人臉辨識註冊後，得使用於貴行身分驗證服務，且同意貴行使用人臉特徵資料及照片，作為精進人臉辨識技術之用。
- II. Upon completion of the E.SUN Bank Facial Recognition registration, the Applicant may use the identity verification service of the Bank; in addition, the Applicant allows the Bank to use his/her facial features and photos for the purpose of enhancing facial recognition performance.
- 三、為保障立約人之人臉辨識使用權益，立約人保證於綁定之行動裝置係以立約人本人之人臉特徵資料進行設定，且於完成註冊並啟用人臉辨識後，限立約人本人使用。立約人同意綁定之行動裝置使用人臉辨識時，即視為係立約人本人或立約人合法授權所執行之行為，倘立約人有違反本條約定致生任何損害者，立約人應自負其責。
- III. In order to protect the rights and interests of the Applicant in the use of E.SUN Bank Facial Recognition, the Applicant guarantees that the bound mobile device has been set up with the Applicant's own facial features and that the use of E.SUN Bank Facial Recognition is restricted to the Applicant after the completion of the registration and activation of E.SUN Bank Facial Recognition. When the Applicant agrees to the use of E.SUN Bank Facial Recognition on the

bound mobile device, it shall be deemed to be the Applicant's own act or his/her legally authorized act. The Applicant shall be liable for any damage caused by his/her violation of this Article.

- 四、立約人同意配合 貴行基於業務狀況要求更新人臉特徵資料，或自行於行動銀行以重新註冊方式更新人臉特徵資料。
- IV. The Applicant agrees to cooperate with the Bank's request to update his/her facial features based on business conditions or to update the facial features by re-registering through Mobile Banking APP.
- 五、立約人使用人臉辨識時，如因故(包括但不限於立約人無法提供清晰之臉部特徵、人臉特徵資料設定後臉部特徵改變、非以設定之人臉特徵資料進行辨識等)無法辨識人臉次數連續達 5 次，系統將自動停止立約人使用人臉辨識，如欲恢復使用則應重新註冊，貴行將提供重新註冊管道，以重新蒐集人臉特徵資料。
- V. **When using E.SUN Bank Facial Recognition, if, for any reason (including but not limited to the inability of the Applicant to provide clear facial features, change of facial features after setting them, or recognition not based on the facial features set by the Applicant, etc.), the Applicant's face cannot be recognized for five consecutive times, the system will automatically terminate the use of E.SUN Bank Facial Recognition by the Applicant. If the Applicant wishes to resume the service, he/she will have to re-register. The Bank will provide the relevant channel to re-collect his/her facial features.**
- 六、立約人於行動銀行重新註冊人臉辨識時，如因故無法辨識人臉致無法重新註冊次數連續達 5 次，應至個人網路銀行以本人晶片金融卡進行驗證後，始得再行重新註冊。
- VI. **When re-registering for E.SUN Bank Facial Recognition through Mobile Banking APP, if, for any reason, the Applicant is unable to re-register for five consecutive times due to the failure of facial recognition, he/she shall log into Personal Internet Banking for verification with his/her IC ATM card before registering again.**

### 第13條 (轉帳約定、提款與限額)

#### Article 13 (Designated Account Transfer, Withdrawal, and Amount Limits)

- 一、立約人使用本服務新臺幣轉帳功能須先至「臨櫃」或「線上」申請開通，並分為「約定轉帳」與「非約定轉帳」兩類。
- I. The Applicant shall activate via counter application or online before using TWD transfer function of the Services, which are divided into those to designated and those to non-designated accounts.
- 二、約定轉帳之轉入帳號應於「臨櫃」或「線上」事前逐戶約定完成後始可轉帳。
- II. Designated accounts for transfers must be individually designated at the counter or online in advance before transfer may be made.
- (一) 如首次「線上」新增約定之轉入帳號非為立約人同戶名帳戶者，須事先於臨櫃開通線上新增約定轉入帳號功能方能線上約定。
- (I) If the designated transfer account added online for the first time is an account in another person's name, the Applicant must activate the function via counter prior to add transfer

accounts online.

(二) 如新增之約定轉入帳號為貴行同戶名帳戶者，該約定完成後立即生效；非為貴行同戶名帳戶者，該約定於申辦日次兩日生效；若約定之轉入帳號為警示帳戶等異常狀態者，貴行得拒絕受理申請。

(II) If the added designated account for transfer has the same name as the account with the Bank, the designation will immediately become effective. **If such an account does not have the same name as the account with the Bank, the designation will become effective on the second following day. If the designated transfer account is in an abnormal state such as a warning account, the Bank may refuse the application.**

(三) 每一轉出帳戶每日最高轉出限額為新臺幣貳佰萬元整（與自動化轉帳合併計算）；如擬約定轉出限額超逾新臺幣貳佰萬元整，其約定之轉入帳戶為貴行同戶名帳戶者，得於線上約定辦理，惟其約定之轉入帳戶為貴行不同戶名帳戶者，則須於臨櫃辦理。

(III) The maximum daily outward transfer to each outward-transfer account shall be NT\$2 million (inclusive of automatic transfers). If the agreed outward transfer limit exceeds NT\$2 million, such arrangements may be made online where the designated receiving account is in the same name as the account with the Bank. However, such arrangements must be made at the counter where the designated receiving account is in a different name from the account with the Bank.

三、線上使用非約定轉帳服務須事先申請簡訊密碼服務或透過貴行晶片金融卡及晶片卡讀卡機或其他與貴行約定之驗證方式後始可轉帳。

III. **Online access to non-designated transfer service must apply the SMS OTP, through the Bank's bank card and card reader or other verification method agreed with the Bank to process the transfer.**

(一) 如立約人帳戶為透過「臨櫃」申請之帳戶，非約定轉帳每一轉出帳戶單筆轉帳最高限額為新臺幣伍萬元整，每日累積轉帳最高限額為新臺幣壹拾萬元整，每月累積轉帳最高限額為新臺幣貳拾萬元整。

(I) **If the Applicant's account is applied via counter application, the limits for "non-designated account transfers" from a specific account are NT\$50,000 per transaction, NT\$100,000 for the combined transfer amount per day, and NT\$200,000 for the combined transfer amount per month.**

(二) 如立約人帳戶為數位存款帳戶，非約定轉帳限額詳見數位存款帳戶開戶特別約定條款。

(II) **If the Applicant's account is a Digital Account, the limits for "non-designated account transfers" please refer to "Digital Account Opening Special Agreement".**

(三) 如立約人欲提高非約定轉帳限額，可另行於線上申請提升限額。

(III) **If the Applicant intends to increase the transfer limit for "non-designated account transfers", the Applicant may submit an application online to increase the limit.**

四、立約人使用行動銀行預約無卡提款交易進行無卡提款，每一帳號單筆提款最高限額為等值新臺幣參萬元整，每一帳號每日累計提款最高限額為等值新臺幣參萬元整，每一帳號每月累計提款最高限額為等值新臺幣貳拾萬元整；每一帳號每日累計提款最高限額為等

值新臺幣壹拾伍萬元整(國內提領外幣現鈔、國內外提款、國內外消費扣款、簽帳消費限額合計)，如立約人帳戶為數位存款帳戶，每日最高限額詳見數位存款帳戶開戶特別約定條款。每一帳號每月累計提款最高限額為等值新臺幣貳拾萬元整。

- IV. **Where the Applicant uses mobile banking to reserve a cardless withdrawal transaction for cardless withdrawal, the limit on a single withdrawal from each account is the equivalent of NT\$30,000. The daily combined limit for withdrawals from each account is the equivalent of NT\$30,000. The monthly combined limit for withdrawals from each account is the equivalent of NT\$200,000. Combined with IC ATM card withdrawal, the daily limit from each account is the equivalent of NT\$150,000 (aggregate sum for Domestic withdrawal in foreign currency, domestic/overseas withdrawals, domestic/overseas Smart Pay, and debit card transactions). If the Depositor's account is a Digital Account, the maximum daily transaction limit shall be as specified in the Special Terms and Conditions for Opening a Digital Account. The monthly combined limit for withdrawals from each account is the equivalent of NT\$200,000.**

第13-1條 (QRCode 消費扣款)

Article 13-1 (QR Code Smart Pay)

立約人與貴行申請 QRCode 消費扣款功能，願遵守下列事項：

The Applicant agrees to comply with the following terms and conditions of the Bank to apply for the QR code Smart Pay function:

- 一、本服務僅限提供自然人使用。
  - I. These services are only available to natural persons.
- 二、立約人使用 QRCode 消費扣款服務，每一帳戶每日消費金額最高限額為等值新臺幣 15 萬元 (國內提領外幣現鈔、國內外提款、國內外消費扣款、簽帳消費限額合計)；如立約人帳戶為數位存款帳戶，每日最高限額詳見數位存款帳戶開戶特別約定條款。
  - II. The spending limit of the QR Code Smart Pay service for the bank card per day per account shall not exceed the equivalent of NT\$150,000 (aggregate sum for Domestic withdrawal in foreign currency, domestic/overseas withdrawals, domestic/overseas Smart Pay, and debit card transactions). If the Depositor's account is a Digital Account, the maximum daily transaction limit shall be as specified in the Special Terms and Conditions for Opening a Digital Account.
- 三、立約人同意本條約定條款後，即視為立約人同意使用 QRCode 消費扣款功能，立約人得於貼有台灣 Pay 或 TWQR 標示之特約商店內，出示帳戶付款碼進行 QRCode 消費扣款。
  - III. Agreeing to the terms and conditions of the Agreement shall be deemed as the Applicant agreeing to use the QR code Smart Pay function, and as the Applicant agreeing to present the account payment code to process QR code Smart Pay at merchants accepting Taiwan Pay or "TWQR" signage.
- 四、立約人欲關閉 QRCode 消費扣款功能，得於行動銀行設定功能進行關閉，如之後欲重新啟用，亦得於設定功能啟用服務。
  - IV. The Applicant may deactivate the QR Code Smart Pay function via Mobile Banking settings, and may activate the function in the same place when later needing to use the service.

## 五、使用者須知

### V. Notice for Users

- (一) 鑒於 QRCode 消費扣款功能連結貴行存款帳戶進行扣款，連結之帳戶狀態發生停用、凍結、帳戶餘額不足等，本服務亦將無法進行消費。
- (I) As the QR Code Smart Pay function is linked to a deposit account with the Bank, if the linked account is suspended, frozen, or has an insufficient balance, the Services cannot be used.
- (二) QRCode 消費扣款功能所產出之 QRCode 需於 5 分鐘內由特店完成收款流程，如超逾時限，將無法付款成功。
- (II) The QR code generated by the QR code Smart Pay function must be used to complete the payment process at the merchant within five minutes; payment will be unsuccessful if this time limit is exceeded.
- (三) 立約人需自行至財政部電子發票整合服務平台申請手機條碼載具，並確認於行動銀行設定時輸入正確載具資訊。立約人得於支援之特店出示付款碼時同時於電子發票載具儲存交易資訊，或另外出示電子發票載具條碼供特店掃描以儲存電子發票載具。如需查詢中獎之載具，請自行至財政部電子發票整合服務平台查詢與領獎。倘若發生立約人因手機條碼載具操作錯誤致無法領獎而致損失，由立約人自行負責。
- (III) The Applicant must apply for a mobile phone barcode on the e-Invoice Platform, and confirm that the correct device information is entered in the Mobile Banking interface. The Applicant may present the payment code and simultaneously store the transaction information via e-invoice at the supporting merchant, or present an e-invoice barcode for the merchant to scan and store the e-invoice. When inquiry into uniform invoice lottery winnings is needed, please go to the e-Invoice Platform to make such inquiries and to collect any prizes. The Applicant shall be responsible for any losses from not being able to collect prizes due to incorrect use of the mobile phone barcode.
- (四) 立約人了解並同意貴行得視業務需要及實際情形調整、變更服務內容或約定條款，若立約人於貴行調整服務內容或約定條款後，仍繼續使用 QRCode 消費扣款功能，將視為同意前揭調整；如不同意本條款內容時，請關閉該服務。
- (IV) The Applicant understands and agrees that the Bank may adjust or change the content of services or terms and conditions based on business needs and actual circumstances. If the Applicant continues to use the QR Code Smart Pay function following the Bank making any adjustment or change to the content of services or terms and conditions, such usage shall be deemed as agreeing to the adjustment. The Applicant must deactivate the service if he/she does not agree to the terms and conditions.

六、立約人了解並同意如欲進行 QRCode 消費扣款功能，貴行得蒐集、處理、利用個人資料（包含但不限於使用者身分識別、交易金額及繳款帳號等帳務資訊），於合理及必要之範圍內將前述資料提供予財金資訊股份有限公司等。貴行依個人資料保護法第八條及貴行個資告知事項履行個資告知義務。

VI. The Applicant understands and agrees that the Bank may collect, process, and use personal information (including but not limited to user identity verification, transaction amounts, and

payment account) obtained from the QR Code Smart Pay function, and may provide the above-mentioned data to the Financial Information Service Co., Ltd. within the reasonable and necessary scope. The Bank shall fulfill its notification obligation in accordance with Article 8 of the Personal Data Protection Act and the Bank's personal information notifications.

七、立約人如與特約商店發生交易糾紛，應向特約商店機構尋求紛爭解決機制。不得以此作為向貴行請求返還帳款之依據。立約人亦不得以其與特約商店間交易所生之糾紛對抗貴行。

VII. In the event of any dispute between the Applicant and merchant, the Applicant shall seek resolution via the merchant's dispute settlement mechanisms. The Applicant may not use this as cause to request that the Bank return the paid proceeds. Also, the Applicant may not claim against the Bank for any transaction-related disputes with the merchant.

### 第 13-2 條 (獨資企業帳務連結服務)

#### Article 13-2 (Sole Proprietorship Account Linking)

一、立約人若為獨資企業之負責人(以下簡稱負責人)，得於其行動銀行設定連結獨資企業之帳務資料，設定完成後即可於負責人之個人行動銀行查看已連結獨資企業之帳務資料。

I. If the Applicant is the Representative of the sole proprietorship (hereinafter referred to as the "Representative"), the Applicant may set up the linking of the sole proprietorship's account details to the Representative's account through the Mobile Banking app. After the setup is complete, the Representative can log into their personal account to view the linked sole proprietorship account details.

二、負責人設定獨資企業帳務連結時，應以該獨資企業所留存於貴行之手機門號進行簡訊密碼驗證。

II. To link a sole proprietorship account, the Representative must verify their identity by entering the SMS OTP to the mobile phone number that the sole proprietorship provided to the Bank.

三、負責人之行動銀行至多得連結三家獨資企業之帳務資料。若已設定連結帳務資料之獨資企業銷戶或該獨資企業留存於貴行之負責人變更，貴行將自動解除其已設定之獨資企業帳務資料連結。

III. The Representative may link up to three sole proprietorship accounts to their personal account. If the linked sole proprietorship's account is closed or the Representative information provided to the Bank is changed, the Bank's system will automatically unlink the accounts.

### 第 13-3 條 (海外帳戶連結)

#### Article 13-3 (Overseas Account Linking)

一、立約人若同時持有貴行國內與海外帳戶，得於其行動銀行設定連結海外帳戶，設定完成後即可於立約人之行動銀行查看已連結海外帳戶之帳務資料。

I. If the Applicant has both domestic and overseas accounts with the Bank, the Applicant may set up the linking of their overseas accounts through Mobile Banking. After the setup is complete, the Applicant can log into Mobile Banking to view the linked overseas account details.

二、立約人設定海外帳戶連結時，應以立約人所留存於貴行國內帳戶之手機門號進行簡訊密

碼或語音 OTP 驗證。

II. To link overseas accounts, the Applicant must verify their identity by entering the SMS OTP or Voice OTP to the mobile phone number that the Applicant provided to the Bank's domestic account.

三、若已設定連結帳務資料之貴行海外帳戶銷戶，貴行將自動解除其已設定之海外帳戶連結。

III. If the overseas account that has been linked is closed, the Bank's system will automatically unlink accounts.

#### 第14條 (洗錢防制法規範)

##### Article 14 (Money Laundering Control Act)

立約人如因違反洗錢防制法第十五條之二第一項規定，經直轄市、縣（市）政府警察機關裁處告誡之裁罰處分時，貴行將依相關法令規定限制立約人於貴行開立之帳號使用本服務。

If the principal violates the provisions of Article 15-2, Paragraph 1 of the Money Laundering Control Act and is reprimanded by the police authorities of the relevant municipalities, counties (cities), the Bank will restrict the account opened uses the Services from the principal in accordance with the provisions of the aforementioned law.

#### 第15條 (外匯交易服務)

##### Article 15 (Foreign Exchange Trading Services)

一、立約人使用本服務轉帳功能均應臨櫃事前逐戶約定轉出帳號及轉入帳號，同一存戶同一營業日之申辦金額上限，依貴行規定辦理。

I. The Applicant accepts that each credit/debit accounts for foreign exchange transactions via the Services shall be specified at the counter prior to such transactions. The daily transaction limit of each individual account is subject to the Bank's regulations.

二、約定轉入帳號為貴行同戶名帳戶者，該約定完成後立即生效；非為貴行同戶名帳戶者，該約定於申辦日次兩日生效。

II. If an account designated for transfer has the same name as an account with the Bank, the designation will become effective immediately. If such an account does not have the same name as an account with the Bank, the designation will become effective on the second following day.

三、立約人接受申辦限額及承作時間如下：

III. The Applicant accepts the following transaction limits and service hours:

(一) 交易額度以營業日劃分。

(I) The transaction amounts are cumulated on daily (business day) basis.

甲、同一存戶同一營業日辦理涉及新臺幣結匯，結購(以新臺幣存款兌換外幣並存入外幣帳戶、新臺幣存款兌換外幣辦理行內轉帳及匯出匯款)、結售(以外幣存款兌換新臺幣存入新臺幣帳戶、外幣匯入匯款兌換存入新臺幣帳戶、提領 PayPal 款項存入新臺幣帳戶)之交易額度為分別計算，計入當日結購、結售額度；非營業日計入次一營業日結購、結售額度。

1. Foreign exchange transactions involving TWD settlement, purchased with TWD (buying foreign currency using TWD deposits and crediting the proceeds to a foreign

currency account, intra-bank transfer and outward remittance of foreign currency settled using TWD deposits) and sold for TWD (selling foreign currency using foreign currency deposits and crediting the proceeds to a TWD account, inward remittances in foreign currency sold and deposited in a TWD account, withdrawal of PayPal funds for deposit in a TWD account) conducted by the same depositor on the same business day are separately calculated, and the amounts will be accrued to the transaction limits on foreign exchange purchases and sales involving TWD settlement on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accrued to the transaction limits on foreign exchange purchases and sales involving TWD settlement on the next business day.

乙、同一存戶同一營業日辦理未涉及新臺幣結匯，原幣交易(行內轉帳、匯出匯款及匯入解款)、幣別轉換交易(外幣兌換外幣、行內轉帳、匯出匯款)額度為分別計算，計入當日原幣交易、幣別轉換交易額度；非營業日計入次一營業日原幣交易、幣別轉換交易額度。

2. Foreign exchange transactions not involving TWD settlement, foreign currency transfers (intra-bank transfer, outward remittance, and inward remittance) and foreign currency exchange (buying foreign currency using foreign currency deposits and crediting the proceeds to a foreign currency account, intra-bank transfer, outward remittance) conducted by the same depositor on the same business day are separately calculated, and the amounts will be accrued to the transaction limits on foreign currency transfers and foreign currency exchange (excluding TWD) on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accrued to the transaction limits on foreign currency transfers and foreign currency exchange (excluding TWD) on the next business days.

(二) 涉及新臺幣結匯交易額度為臨櫃及電子化通路交易金額合併計算；未涉及新臺幣結匯交易額度為電子化通路合併計算，交易限額依附錄說明，超過限額之外匯交易可逕洽各營業櫃檯辦理。如有調整時，悉依貴行於電子化服務系統上之說明辦理。

(II) The limit on foreign exchange transactions involving TWD settlement is total calculated for transactions conducted at the counter and through digital channels. The limit on foreign exchange transactions not involving TWD settlement is total calculated for transactions conducted through digital channels. The transaction limits shall be in accordance with the appendix. Foreign exchange transactions exceeding the limits may be directly applied for at the counter. Any adjustments shall be handled according to the Bank's explanations within the automated service system.

(三) 以新臺幣存款兌換外幣並存入外幣帳戶、以外幣存款兌換新臺幣存入新臺幣帳戶、外幣兌換外幣及行內轉帳交易承作時間為全日 24 小時，匯出匯款及匯入解款交易營業日當日承作時間為 09：00-17：00，外幣定存交易營業日當日承作時間為 02：00-23：55。除匯入解款交易，若超逾上述時間視為預約交易，待預約付款日執行交易。

(III) Transactions of buying foreign currency using TWD deposits and crediting the proceeds to a foreign currency account, selling foreign currency using foreign currency deposits and

crediting the proceeds to a TWD account, buying foreign currency using foreign currency deposits and crediting the proceeds to a foreign currency account, and foreign currency intra-bank transfer (excluding TWD) can be conducted 24/7. Outward remittance and inward remittance can be conducted from 09:00 to 17:00 on business days, while foreign currency time deposit can be conducted from 02:00 to 23:55 on business days. Except for inward remittance, any other transactions applied outside the said period will be regarded as scheduled transactions and be conducted on scheduled date.

- 四、未滿十八歲領有中華民國國民身分證之自然人(未成年人)，同一存戶同一營業日，累積結購/售金額限未達等值新臺幣五十萬元；於年滿十八歲，則依貴行之本國自然人限額辦理。
- IV. When a minor, a natural person under the age of 18 bearing National Identification Card of R.O.C., applies for foreign exchange service through the Services, the cumulated amount of foreign exchange purchases and sales involving TWD settlement should be less than NT\$500,000 in a single business day. Once such an Applicant turns 18, amount limits are subject to the Bank's regulations for Taiwan natural persons.
- 五、立約人線上申辦匯出匯款業務悉依貴行匯出匯款約定條款辦理，且同意貴行於申請當日採用 SWIFT 電匯方式匯至立約人本人所事先約定之指定收款人帳號。
- V. When applying for outward remittance services online, the relevant operational matters shall be handled in accordance with the following rule of “Application for Outward Remittance”, and the Applicant agrees to the Bank's use of SWIFT to transfer the remittance to the designated credit account on the application date.
- 六、立約人同意本項業務之承作匯率，一律以貴行即時牌告匯率為準，貴行得視外匯市場實際情況機動調整牌告匯率，或暫時取消匯率掛牌；網銀優惠得視市場波動情況、台北/國際匯市休市或貴行政策取消優惠。
- VI. The Applicant agrees that the exchange rate applied to this transaction will be subject to the Bank 's real-time quoted rate. The Bank may, depending on the actual market status, adjust or temporarily cancel the quoted exchange rate; Internet banking discounts may be canceled due to market fluctuations, Taipei or international market(s) closure, or Bank's policy.
- 七、立約人於進行本服務外匯交易時將逐筆如實申報結匯及匯款性質，個人網路銀行暨行動銀行若單日累積結匯金額達新臺幣五十萬元或預約交易執行日達一定金額，需使用電子簽章進行申報。倘若發生申報不實或填寫不正確情事，概由立約人負責。
- VII. The Applicant must truthfully declare the amounts and nature of each foreign exchange transaction using the Services, and must use electronic signatures for declaration if the cumulative amount of foreign exchange transactions via Personal Internet Banking and Mobile Banking reaches NT\$500,000 or a scheduled transaction reaches a certain amount. The Applicant shall be responsible for any false declarations or incorrect information.
- 八、立約人同意使用行動裝置進行本服務外匯交易後，嗣後如擬查詢或列印交易憑證、外匯收支或交易申報書，應經由電腦版網路銀行為之。
- VIII. The Applicant agrees that after using a mobile device for foreign exchange transactions, the computer version of the Internet banking shall thereafter be used for inquiries and printing out transaction certificates or Declaration Statement of Foreign Exchange Receipts and

## Disbursements or Transactions.

- 九、貴行對未依程序傳送之資料訊息無依其行事之義務，且貴行對於立約人之錯誤、漏失或資料訊息重覆傳送之情事亦無需負責。
- IX. The Bank is not responsible for information which is sent without following the required procedures. Moreover, the Bank is not liable for any errors, omissions, or repeated delivery of information caused by the Applicant.
- 十、貴行因執行本項業務產生需另外補收取由立約人負擔之費用時，立約人於接獲貴行通知後應立即補繳該費用，不得異議。
- X. The Bank may charge the Applicant any additional fees incurred when executing this service and the Applicant shall pay such fees immediately upon receiving the Bank's notification, and shall raise no objection.
- 十一、立約人同意若於線上申辦涉及大陸地區之匯出匯款悉依主管機關規定辦理。
- XI. The Applicant agrees that when applying online for outward remittance to/from mainland China, the application shall be processed in accordance with the regulatory requirements of the competent authority.

## 第16條 (交易核對)

## Article 16 (Transaction Verification)

- 一、貴行於每筆交易指示處理完畢後，以電子文件通知立約人，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起四十五日內，以電子郵件、電話或其他約定方式通知貴行查明。
- I. For every instruction processed, the Bank shall notify the Applicant of the outcome via electronic documents. The Applicant shall verify whether such outcomes contain errors. Any inconsistencies must be reported to the Bank within 45 days after the transaction is completed, by e-mail, phone call, or by other method as agreed, for further investigation.
- 二、貴行應於每月對立約人以雙方約定之寄發方式提供立約人上月之交易對帳單（該月無交易時得不寄）：
- II. The Bank shall deliver a statement of transactions conducted in the previous month to the Applicant on a monthly basis using methods agreed upon by the two parties (The statement shall not be delivered for months where no transactions took place).
- (一) 若因不可歸責貴行或發生不可抗力因素以致無法營業、前置作業所需之工作日不足或因系統因素影響資料驗證所需時程，寄發日得往後遞延。
- (I) The delivery date may be pushed back further if the Bank is unable to operate due to reasons not attributable to the Bank or owing to force majeure, the working days required for preparation works are insufficient, or the schedule required for data verification is affected by system-related factors.
- (二) 立約人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電子郵件、電話或書面方式通知貴行查明；惟如對信用卡帳單之交易明細有疑問時，應依玉山銀行信用卡約定條款約定之時限與方式辦理。
- (II) The Applicant shall verify all items listed in the transaction statement and report any errors

found by e-mail, phone call, or by any other method in written format within 45 days after receiving the statement. If there are any doubts about the transaction details on the credit card statement, it should be handled according to the time limit and method specified in Terms and Conditions for E.SUN Bank Credit Cards.

- 三、貴行對於立約人之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查之情形或結果以電子文件方式通知立約人。
- III. The Bank shall immediately conduct an investigation upon receiving the Applicant's report. The Bank shall inform the Applicant of the outcome of the investigation via electronic document within 30 days after receiving the report.
- 四、立約人對於轉帳交易結果，同意採取自動櫃員機查詢對帳、電話銀行查詢對帳、傳真對帳單、網路查詢對帳、網路列印對帳單、至貴行補登存摺對帳，或由貴行以電子文件或依雙方約定方式通知立約人（若因有非可歸責於貴行之事由致無法遞送時，該月即不再重送）。
- IV. The Applicant agrees to receive or inquire about transaction results using the following methods: ATM inquiry, Telephone Banking inquiry, account statement via fax, Internet Banking inquiry, account statement printed online, passbook update with the Bank or electronic documents sent by the Bank (in cases where the causes of a delivery failure are not attributable to the Bank, the document will not be resent), or any method agreed upon by the two parties.

#### 第17條（電子文件錯誤之處理）

##### Article 17 (Responding to Errors in Electronic Documents)

- 一、立約人利用本服務，如其電子文件因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。
- I. If the Applicant encounters any errors in electronic documents that are not attributable to the Applicant, the Bank shall assist the Applicant in rectifying the error and offer other assistance as deemed necessary.
- 二、前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件、電話或簡訊等雙方約定之方式通知立約人。
- II. If the above errors are attributable to the Bank's mistakes, the Bank shall rectify such immediately upon being informed, and simultaneously notify the Applicant of such errors via electronic document, telephone, text message, or other agreed methods.
- 三、立約人利用本服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知貴行，貴行應即辦理以下事項：
- III. **In the event that, during use of the Services, the Applicant transfers funds into the wrong account or in a wrong amount, such as by entering an incorrect bank code, account number, or amount, the Bank shall provide the following assistance immediately on being notified by the Applicant:**
- (一) 依據相關法令提供該筆交易之明細及相關資料。
- (I) Provide details relating to the transaction to the extent permissible by law.**

(二) 通知轉入行協助處理。

**(II) Notify the receiving bank for assistance.**

(三) 回報處理情形。

**(III) Report the results.**

第18條 (電子文件之合法授權與責任)

Article 18 (Authorization and Responsibilities Associated with Electronic Documents)

一、貴行及立約人應確保所傳送至對方之電子文件均經合法授權。

I. The Bank and the Applicant shall ensure that all electronic documents transmitted to the other party are legally authorized.

二、貴行及立約人於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電子郵件、電話或書面方式通知他方停止使用該服務並採取防範之措施。

II. If the Bank or the Applicant discover any misuse or theft of username, password, certificate, private key, or any unauthorized conduct by a third party, the Bank and/or Applicant shall notify the other party by e-mail, phone call, or in writing to suspend the use of the service and take necessary precautions.

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

III. The Bank shall be responsible for the outcome of the third party's use of service before the notice is received. This however excludes any of the following circumstances:

(一) 貴行能證明立約人有故意或過失。

(I) The Bank is able to prove that the misuse is due to the Applicant's intentional or negligent act.

(二) 貴行依電子文件通知交易核對資料或帳單後超過四十五日。惟立約人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。針對第二項冒用、盜用事實調查所生之鑑識費用由貴行負擔。

(II) The misuse happens more than 45 days after the Bank transmits transaction data or an account statement in the form of an electronic document. However, special circumstances (e.g. long-distance travel, hospitalization, etc.) where the Applicant is unreachable for notification in time are excluded from the above rule; in such cases, the 45-day period begins from the day the special circumstances end, unless the delay in notification is caused by an intentional or negligent act of the Bank. The Bank shall bear the costs of investigation into the misuse and theft described in Paragraph 2.

第19條 (資訊系統安全)

Article 19 Article 18 (IT System Security)

一、貴行及立約人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或立約人個人資料。

I. The Bank and the Applicant must ensure the security of their own information technology

systems, and take appropriate measures to protect records and personal information from intrusion, illegal access, theft, alteration, or destruction.

- 二、第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任。
- II. Where there is a dispute over whether the Bank's protective measures have been breached or its security weaknesses have been exploited by a third party, the Bank is responsible for providing evidence proving that such incidents did not occur.
- 三、第三人入侵貴行資訊系統對立約人所造成之損害，由貴行負擔。
- III. The Bank is liable for compensation of the Applicant for any damages ensuing from third-party intrusion into its information systems.

#### 第20條 (保密義務)

##### Article 20 (Duty of Confidentiality)

- 一、除其他法律規定外，貴行應確保所交換之電子文件或執行本服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經立約人同意告知第三人時，應使第三人負本條之保密義務。
- I. Unless otherwise regulated by law, the Bank must ensure that the electronic documents exchanged with the Applicant and any information obtained while offering the Services under the Agreement 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 confidentiality requirements stipulated in this article.
- 二、前項第三人如不遵守此保密義務者，視為告知人義務之違反。
- II. A third party's failure to comply with the confidentiality requirements is considered a violation of the Bank's obligation to inform.

#### 第21條 (損害賠償責任)

##### Article 21 (Damage Compensation)

- 一、貴行及立約人同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。
- I. The Bank and the Applicant agree that any delays, omissions, or errors in transmitting or receiving electronic documents in accordance with the Agreement, which give rise to damages to the other party, shall be compensated by the party whom the cause is attributable to.
- 二、立約人同意憑正確密碼或立約人與貴行約定之方式登入本服務及因之而完成的所有操作，均係由立約人或經其授權之人所為。**貴行得執行任何使用正確密碼或立約人與貴行約定之方式所為之指示，而不須對該指示是否由本人親自或被授權人所為負任何責任。倘因他人詐欺、經授權或非經授權而使用貴行本服務之行為所導致立約人之損失，概與貴行無涉；**惟貴行對資訊系統之控管有未盡善良管理人注意義務，致密碼被冒用或盜用所發生之損害，應由貴行負責。

- II. The Applicant agrees that all the actions taken as a result of logging into the Services using the correct password or a method agreed to with the Bank shall be deemed to have been taken by the Applicant or a person authorized by the Applicant. **The Bank may execute any instructions given with the use of a correct password or a method agreed to with the Bank without having to make certain whether the password has been used by the Applicant or an authorized person. The Bank shall not be held liable for the Applicant's losses arising from fraud or authorized or unauthorized use of the Services.** The Bank shall be held liable for losses caused by unauthorized use of passwords as a result of the Bank failing to exercise due diligence in the management of its information system.
- 三、除因貴行之過失所致者外，貴行對因立約人所使用之設備及其系統、電信線路故障或第三人之行為或疏漏所致之錯誤或延誤，或對任何服務行為所生之直接、間接或其他損失均不負任何責任。
- III. Unless due to negligence attributable to it, the Bank shall not be held liable for mistakes or delays arising from the Applicant's use of equipment and its systems, telecommunications malfunction, or a third party's negligence, or for direct, indirect, or other losses caused by any Bank services.
- 四、若因系統暫停服務而無法辦理或查詢資料時，立約人應由其它方式如電話服務人員、電腦語音、自動櫃員機等查詢如何辦理所需之服務。立約人怠於行使此項查詢之權利者，不得以此為由拒絕履行使用金融卡、信用卡或貴行其他服務應負之義務。
- IV. If the system is temporarily out of service and the Applicant is unable to process or inquire about data, the Applicant shall inquire regarding how to access the required services via other methods, such as telephone, the Bank's voice portal or ATMs. If the Applicant fails to do so, the Applicant shall not refuse to fulfill his/her obligations arising from the use of the Bank's bank cards, credit cards, or other services using said temporary suspension of service as an excuse.
- 五、立約人同意必須由貴行[官方網站](#)之連結或貴行提供之軟體（如行動應用程式）進入本服務。**若立約人非經由上述貴行網站之連結或軟體使用服務，造成個人資料外洩，以及因該項資料外洩而造成之損失，概與貴行無涉。惟貴行同意提供必要之協助。**
- V. using the software it provides (e.g. apps). **The Bank shall not be held liable for losses sustained by the Applicant as a result of personal information leakage resulting from using the Services through means other than the Bank's official website or software. Nevertheless, the Bank agrees to provide necessary assistance.**
- 六、立約人同意應利用其私人行動裝置或其他可上網設備使用本服務。**立約人若因使用第三人或位於公共場所的設備 (wifi)而造成資料外洩，以及因該項資料外洩而造成之損失，概與貴行無涉。惟貴行同意提供必要之協助。**
- VI. The Applicant agrees to use a private mobile device or other Web-accessible device to use the Services. **The Bank shall not be held liable for losses sustained by the Applicant as a result of information leakage due to the use of third-party or public Wi-Fi. Nevertheless, the Bank agrees to provide necessary assistance.**

第22條 (不可抗力)

Article 22 (Force Majeure)

因不可抗力或不可歸責於貴行之事由所致貴行無法履行或遲延履行本服務均不視為違約，貴行亦無須負任何賠償責任。

前項所稱之不可抗力，指因天災、罷工、停工、政府法令限制、或其他任何貴行所不能控制之情事。

In the event of force majeure or a cause not attributable to the Bank, the Bank shall not be deemed to have breached the Agreement for non-performance or delayed performance of the Services, and therefore is not liable for any compensation.

Force majeure events refer to natural disasters, strikes, shutdowns, limitations imposed by government regulations, or any other events beyond the Bank's control.

#### 第23條 (紀錄保存)

##### Article 23 (Record Keeping)

一、貴行及立約人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

I. Both the Bank and the Applicant shall retain all electronic documents that contain trading instructions. Both parties shall also ensure the authenticity and integrity of the retained records.

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

II. The Bank shall exercise due diligence in managing the aforementioned records. The records shall be retained for at least five years, or for a longer duration if otherwise stipulated by law.

#### 第24條 (資料之提供及保密約定)

##### Article 24 (Supply of Information and Confidentiality Agreement)

本網站上之所有著作及資料，包括但不限於文字、圖片、檔案、影音等內容，著作權、專利權、商標、營業秘密、其他智慧財產權、所有權或其他權利，均為貴行所有。除本契約另有約定或經貴行事前書面合法授權者外，立約人均不得以任何形式或方式重製、傳輸、改作、編輯、登載或利用，否則應負所有法律責任，倘有造成貴行損失者(包含律師費或商譽損失等)，立約人應賠償或補償貴行。

The Bank owns all works and data on the website, including but not limited to text, pictures, files, video, copyright, patents, trademarks, trade secrets, other intellectual property rights, ownership, and other rights. Unless otherwise agreed upon in the Agreement or written authorization is obtained from the Bank in advance, the Applicant may not reproduce, transmit, modify, edit, publish, or use the works or data in any form or way; otherwise, the Applicant shall be liable for compensating the Bank for any losses the Bank sustains (including attorney fees and business reputation damage).

#### 第25條 (電子文件之效力)

##### Article 25 (Efficacy of Electronic Documents)

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

The Bank and the Applicant agree to use electronic documents as a means of transmitting instructions. All electronic documents exchanged according to the terms of the Agreement are equivalent to

instructions issued in writing. This excludes any circumstance where laws have regulated otherwise.

第26條 (立約人終止契約)

Article 26 (Termination of the Agreement by the Applicant)

立約人得隨時終止本契約，但應親自或依雙方約定方式辦理。

**The Applicant may terminate the Agreement at any time, provided that the termination request is made in person or via any method agreed upon by the two parties.**

第27條 (貴行終止契約)

Article 27 (Termination of the Agreement by the Bank)

貴行終止本契約時，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，貴行得隨時以書面或電子郵件或依雙方約定方式通知立約人終止本契約：

The Bank shall notify the Applicant in writing at least 30 days prior to the termination of the Agreement. **However, in any of the following circumstances, the Bank may terminate the Agreement at any time in writing, by e-mail, or a method agreed to by the Applicant and the Bank:**

- 一、 立約人未經貴行同意，擅自將契約之權利或義務轉讓第三人者。
  - I. **The Applicant has assigned rights or obligations of the Agreement to a third party without the Bank's consent.**
- 二、 立約人意圖利用本服務處理他人資料或有不良使用紀錄，或有大額或大量異常交易或有使用模擬程式、木馬程式及病毒程式等任何破壞、不當行為者。
  - II. **The Applicant is found to have engaged in the following intents: using the Services to access data that is not owned by the Applicant, or other misuse of the Services abnormal transactions of substantial amounts or frequency, or destructive or inappropriate behavior involving the use of simulation programs, Trojan horse programs or virus programs.**
- 三、 立約人依破產法聲請或被聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
  - III. **The Applicant declares bankruptcy or is declared bankrupt according to the Bankruptcy Act, or undergoes debt rehabilitation or liquidation according to the Statute for Consumer Debt Reform.**
- 四、 立約人違反本契約第十七條至第十九條之規定者。
  - IV. **The Applicant violates Articles 17 to 19 of the Agreement.**
- 五、 立約人違反本契約之其他約定，經催告限期改善未果者。
  - V. **The Applicant is in violation of other terms of the Agreement, and has failed to rectify within the timeframe specified by the Bank after prompting by the Bank.**

第28條 (契約修訂)

Article 28 (Amendments)

本契約約款如有修改或增刪時，貴行以書面通知或以顯著方式於貴行營業場所或網站上公告後，立約人於通知送達或公告日起七日內 (孰早者為準) 不為異議者，視為同意該修改或增刪

**約款**。但下列事項如有變更，應於變更事項生效日六十日前以書面或電子郵件或其他雙方約定方式通知立約人，並於該書面或電子郵件或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容及生效期限，立約人得於變更事項生效期限前表示異議並通知貴行終止契約，倘立約人未於該期間內異議者，視同承認該修改或增刪約款：

**If any changes are made to the terms of the Agreement, the Bank shall notify the Applicant of such changes either in writing or in a prominent way at the Bank's place of business or on its website. After the notification of the Bank, the Applicant shall be treated as having consented to the change(s) if no objection is raised within seven days following the delivery of the written notification or the date the notification is made by other means, whichever is earlier. For the following changes, however, the Bank shall notify the Applicant in writing, by e-mail, or a method agreed to by both the Bank and the Applicant at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes, comparisons of the original and revised terms, and effective date in a clear manner, informing the Applicant of his/her right to object and notify the Bank to terminate the Agreement before the changes take effect. If no objection is raised by the Applicant before the effective date, the changes are considered accepted by the Applicant:**

- 一、第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。
  - I. Changes in the method of notifying the other party in cases of theft or misuse of username, password, certificate, private key, or any unauthorized conduct.
- 二、其他經主管機關規定之事項。
  - II. Other matters stipulated by the competent authority.

#### 第29條 (文書送達)

##### Article 29 (Delivery of Correspondence)

立約人同意以契約中載明之地址/立約人留存於貴行之電子郵件信箱為相關文書之送達處所，倘有變更者應以書面或依貴行電子文件設定方式通知貴行，並同意改依變更後之地址/電子郵件信箱為送達處所；如立約人未以書面或依貴行電子文件設定方式變更地址/電子郵件信箱者，其變更對貴行不生效力，貴行仍得以契約中立約人載明之地址/立約人留存於貴行之電子郵件信箱或最後通知貴行之地址/電子郵件信箱為送達處所。

The Applicant agrees to use the address specified in the Agreement and the e-mail address provided to the Bank as the mail/e-mail address for future correspondence delivery. If there are any changes, the Applicant is required to notify the Bank in writing or by the electronic document specified by the Bank. By sending this notification, the Applicant agrees to the use of the updated address/email address for future correspondence delivery. Up until the Applicant notifies the Bank of any change in the delivery addresses in writing or by the electronic document specified by the Bank, such change shall have no effect on the Bank, and the Bank may consider the address specified in the Agreement and the e-mail address provided to the Bank by the Applicant as the delivery addresses.

#### 第30條 (法令適用)

Article 30 (Applicable Laws)

本契約之解釋、效力、履行及其他未盡事宜，悉依中華民國法律為準。

The interpretation, validity, performance, and other matters not specified in the Agreement shall be governed by the laws of the Republic of China.

第31條 (法院管轄)

Article 31 (Jurisdiction)

立約人同意因本契約所生之爭議，除法律有規定之外（包括但不限於消費者保護法第四十七條、民事訴訟法第四百三十六條之九，或其他專屬管轄之規定），以臺灣臺北地方法院為第一審管轄法院。

The Principal agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

第32條 (標題)

Article 32 (Headings)

本契約各約款所使用之標題僅為方便之目的，其不應影響本契約各約款之實質意義及其解釋。

The headings used in the Agreement are only for convenience and do not affect the substantial meaning and interpretation of the terms.

第33條 (契約分存)

Article 33 (Agreement copies)

本契約壹式貳份，由貴行及立約人各執壹份為憑。

There are two copies of the Agreement, separately kept by the Bank and the Applicant.

## 附錄、個人網路銀行及行動銀行外幣交易限額說明

## Appendix: Foreign Currency Transaction Limits for Personal Internet Banking and Mobile Banking

一、涉及新臺幣結匯之交易限額：臨櫃及電子化業務通路交易金額合併計算，交易限額如下：

I. Transaction limits for foreign exchange transactions involving TWD settlement: The transaction limits below are the totals calculated for transactions at the counter and through digital channels:

Time 時間	營業日 Business day		非營業日 Non-business day
	9:00~15:30	00:00-09:00 15:30-24:00 (註 1) (Note 1)	00:00-24:00 (註 2) (Note 2)
身分別 Identity			
個人(含持居留證一年以上之非居民) Individual, including foreigners with	未達等值美金 50 萬元 Less than the equivalent of US\$500,000	未達等值新臺幣 50 萬元 Less than the equivalent of NT\$500,000	未達等值新臺幣 50 萬元 Less than the equivalent of NT\$500,000
公司、行號、團體 Companies and business firms	個人網路銀行： 未達等值美金 50 萬元 Personal Internet Banking: Less than the equivalent of US\$500,000	個人網路銀行： 未達等值新臺幣 50 萬元 Personal Internet Banking: Less than the equivalent of NT\$500,000	
	行動銀行：未達等值新臺幣 50 萬元 Mobile Banking: Less than the equivalent of NT\$500,000		
非居民 Non-resident	未達等值新臺幣 50 萬元 Less than the equivalent of NT\$500,000		
未成年人 Minor	未達等值新臺幣 50 萬元 Less than the equivalent of NT\$500,000		

(註1) 每營業日 00:00-09:00 或 15:30-24:00 之結購/售交易，併計當日臨櫃及電子化通路結購/售外幣交易額度，累計限未達等值新臺幣 50 萬元。

(Notes 1) “Less than the equivalent of NT\$500,000” applies to foreign exchange transactions involving TWD settlement which conducted within 00:00-09:00 or 15:30-24:00, the transaction amount will be accrued to the transaction limits on foreign exchange purchases and sales involving TWD settlement conducted at the counter or through digital channels on the same business day.

(註2) 非營業日 00:00-24:00 之結購/售交易，計入次一營業日臨櫃及電子化通路結購/售交易限額，累計限未達等值新臺幣 50 萬元。

(Notes 2) “Less than the equivalent of NT\$500,000” applies to foreign exchange transactions involving TWD settlement which conducted on non-business day, the transaction amount will be accrued to the transaction limits on foreign exchange purchases and sales involving TWD settlement conducted at the counter or through digital channels on the next business days.

- 二、未涉及新臺幣結匯之交易限額：電子化通路合併計算限額。營業日公司、行號、團體、個人(含未成年人與非居民)原幣交易(含行內轉帳、匯出匯款及匯入解款)、幣別轉換交易(含外幣兌換外幣、行內轉帳及匯出匯款)，分別累計限未達等值美金 25 萬元；非營業日交易金額，分別累積計入次一營業日原幣交易、幣別轉換交易限額。
- II. Transaction limits for foreign exchange transactions not involving TWD settlement: The transaction limits are the totals calculated for transactions through digital channels. The cumulative amount of foreign currency transfers (intra-bank transfer, outward remittance, and inward remittance) and foreign currency exchange (buying foreign currency using foreign currency deposits and crediting the proceeds to a foreign currency account, intra-bank transfer, outward remittance) conducted by the same company, business firm, group, or individual (including minors and non-residents) may not exceed the equivalent of US\$250,000 on the same business day. For the transactions conducted on non-business days, the transaction amounts will be accumulated to the limit on foreign currency transfers and foreign currency exchange (excluding TWD) on the next business day.