

# 開戶總約定書

2025.01

## 第六章 晶片金融卡服務約定條款

### 一、活期(儲蓄)存款契約附屬金融卡約款(2025.01版)

雙方嗣後往來願遵守下列各約定條款：

#### 第1條(領取、啟用及作廢)

- 一、立約人如領取金融卡、密碼函及辦理啟用登錄手續者，除雙方另有約定方式外，應親持身分證明文件至貴行，自然人憑本人親簽，非自然人憑負責人親簽及原留印鑑辦理。
- 二、立約人自申請日起算逾三個月未領取者，貴行得將金融卡及密碼函逕行作廢，但立約人如有需要得另為申請。
- 三、採預製金融卡(含密碼)者，立約人於辦妥開戶及填具本約定書後，即可領取金融卡及密碼函，並辦理啟用登錄手續。
- 四、金融卡如有誤發之情事，應由貴行自行負責。
- 五、立約人結清帳戶、移存貴行其他營業單位往來或不再繼續使用金融卡時，除晶片金融卡預付功能未使用之餘額，由持卡人繼續使用外，均應將金融卡繳還貴行作廢，否則因此而發生糾葛或損失，概由立約人自行負責。貴行對繳回之金融卡應即註銷，否則因而發生之糾葛，概由貴行負責。

#### 第2條(密碼變更)

- 一、立約人如欲變更密碼者，得利用自動化服務設備自行更改密碼，其次數不受限制。
- 二、立約人除妥善保管金融卡外，應自行牢記密碼並絕對保密，貴行亦不得以任何方式洩露立約人自行設定之密碼，否則應由有疏失之一方各負其責。立約人領卡後未予變更密碼，貴行認為安全有虞時，得逕為終止金融卡之啟用，但立約人得再為啟用之申請。

#### 第3條(存款金額之限制及費用)

- 一、立約人使用貴行金融卡以貴行自動化服務設備存入現金。
  - (一)本行存款：存入本行且非本人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入本人之帳戶者則不受金額之限制。
  - (二)跨行存款：存入非本行帳戶時，每日上限3萬元。手續費每筆內扣15元。
- 二、立約人以無卡交易模式，於貴行自動化服務設備存入現金，存入帳號每日限額為新臺幣三萬元。

#### 第4條(貴行提款及轉帳金額之限制)

- 一、立約人使用金融卡在貴行自動服務設備提款時，其上限如下：
  - (一)依機種之不同，每次最高限額為新臺幣(以下同)3萬元或5萬元。
  - (二)每日最高限額為15萬元(與國內提領外幣現鈔、國外提款、國內外消費扣款、簽帳消費限額合計)。註：國內外消費扣款係指立約人於國內特約商店使用晶片金融卡/QRCode或於國外特約商店使用QRCode進行扣款消費。
- 二、立約人於約定帳戶轉帳時，其上限如下：
  - (一)每次最高限額為200萬元。
  - (二)每日最高限額為200萬元。(自動櫃員機、MOD及WebATM限額合計)
- 三、立約人於非約定帳戶轉帳時，其上限如下：
  - (一)使用自動櫃員機每次最高限額為3萬元。
  - (二)使用自動櫃員機每日最高限額為3萬元(自動櫃員機、MOD及WebATM限額合計)。
- 四、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晶片金融卡於自動化服務設備(含實體/網路ATM)進行轉帳及提領交易。
- 五、立約人使用金融卡，於國內自動化機器上存款或提款時，金額以佰元倍數為單位。
- 六、立約人(限自然人)得使用金融卡及晶片密碼至國內各營業單位臨櫃辦理提款，經貴行同意後以原留印鑑或本人攜帶身分證件憑親簽辦理。臨櫃使用金融卡提款無金額限制。
- 七、立約人利用自動櫃員機辦理約定轉帳業務須事先與貴行約定帳號，俾憑辦理約定帳戶間之轉帳；惟立約人如擬利用自動櫃員機辦理非約定帳戶之轉帳業務，須事先於網路銀行使用晶片金融卡及晶片卡讀卡機或登入行動銀行進行裝置綁定並經「間接驗證生物特徵技術」(如手機生物辨識)或「玉山人臉辨識」驗證後開啟非約定帳戶之轉帳功能，或以書面向貴行申請提供非約定帳戶之轉帳功能，立約人並得隨時透過網路銀行或已進行裝置綁定之行動銀行取消非約定帳戶之轉帳功能，或向貴行以書面申請取消非約定帳戶之轉帳功能。立約人利用自動櫃員機辦理非約定帳戶之轉帳時，得在自動櫃員機上自行輸入存入帳號以完成轉帳，惟立約人應自行負責檢核入戶之銀行代號、帳號與金額，始得按鍵確認，倘因誤入他人帳戶，致發生損失時，貴行概不負責賠償，立約人絕無異議。立約人使用自動櫃員機轉帳納稅，無須事先約定。
- 八、立約人可憑晶片金融卡辦理提款、繳稅、查詢等交易，並於約定後辦理非約定帳戶之小額轉帳及相關交易，並得與貴行約定至多八個提款/轉出帳號儲存於晶片金融卡上，各轉出帳號得再作相關轉入帳號之約定；惟子帳戶金融卡不得新增約定或取消轉入帳戶，於主帳戶金融卡申請相關轉入帳號之約定時視為子帳戶金融卡亦作相同約定。

#### 第5條(跨行提款及轉帳金額之限制)

- 一、立約人使用金融卡在參加金融資訊系統跨行連線金融單位設置之自動化服務設備提款時，其上限如下：
  - (一)每次最高限額為2萬元。
  - (二)每日最高限額為15萬元(與國內提領外幣現鈔、國外提款、國內外消費扣款、簽帳消費限額合計)。註：國內外消費扣款係指立約人於國內特約商店使用晶片金融卡/QRCode或於國外特約商店使用QRCode進行扣款消費。
- 二、立約人於約定帳戶轉帳時，其上限如下：
  - (一)每次最高限額為200萬元。
  - (二)每日最高限額為200萬元。
- 三、立約人於非約定帳戶轉帳時，其上限如下：
  - (一)每次最高限額為3萬元。
  - (二)每日最高限額為3萬元。

#### 第6條(金融卡使用次數)

立約人得使用金融卡連續存款、提款及轉帳，次數不限。

#### 第7條(提款、轉帳限額之調整及其揭示)

- 一、前三條所定之金額及次數，貴行得視實際需要隨時調整，除法令或主管機關另有規定者外，貴行應於調整三十日前，以顯著方式於營業處所及貴行網站公開揭示之。
- 二、立約人得與貴行約定，在貴行或參加財金資訊系統跨行連線轉帳金融單位之自動櫃員機上提領款項並將之轉入貴行或跨行活期性存款帳戶，其得轉帳之戶數依貴行規定辦理，惟立約人每日以金融卡在自動櫃員機/WebATM/MOD轉帳金額逾貴行非約定轉帳限額時，同日欲再提款轉入貴行或跨行任何活期性存款帳戶，應以立約人與貴行約定帳戶為限。
- 三、本晶片金融卡之功能種類及立約人使用晶片金融卡所為各項交易之限制、幣別、貨幣單位、次數暨應付之手續費用標準等由貴行訂定，除第一項規定外，得視實際需要隨時調整，且於營業場所顯著方式公告。立約人自調整之日起願依調整後新規定使用晶片金融卡。

#### 第8條(立約人轉帳錯誤，貴行協助事項)

- 一、立約人使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因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：
  - (一) 依據相關法令提供該筆交易之明細及相關資料。
  - (二) 協助通知轉入行處理。
  - (三) 回報處理情形。
- 二、為協助立約人得以清查轉帳錯誤或被冒領之情事，貴行對所屬之自動櫃員機均應存證每日提領情形，並依 貴行訂定期限保存。
- 三、立約人持晶片金融卡辦理提款/轉帳交易，應確實檢核轉入帳號、金額及所選擇之提款/轉出帳戶，倘因立約人申請、填寫或操作錯誤，致誤轉入他人名義之帳戶或誤轉金額，或選擇非所欲轉出之帳號等非歸咎於 貴行責任之情事者，其一切損失概由立約人自行負責，貴行不負轉正或追還之責。

#### **第 9 條 (本行或跨行交易之行為效力)**

- 一、立約人如以金融卡及密碼在 貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。
- 二、本約款所稱晶片金融卡主帳戶即為磁條帳戶(勞動保障卡磁條帳號係為勞動保障卡金融帳號)，立約人於使用自動化服務設備(如網路/電話銀行、自動櫃員機、WebATM 等)進行交易時，若無選擇其他約定帳號，則視為憑主帳戶提款(轉帳)；任一存款帳戶，可同時約定為數張晶片金融卡之約定提款/轉出帳號，交易發生即視同對立約人為給付，生清償效力。
- 三、立約人使用晶片金融卡於各種 貴行提供或認可之電子化設備、WebATM、網路應用設備申請各項業務往來或進行各項往來約定，經 貴行確認及同意後，立約人亦確認及同意產生申請及約定效力，並負相關之責任與義務。
- 四、立約人使用金融卡密碼所申請、約定之各項服務，其效力均視同立約人親至 貴行辦理。
- 五、所有以金融卡存款、提款或轉帳之交易，均視為立約人自行存提，立約人於帳載記錄日起算二個月內(國外交易四個月內)舉證有誤，貴行應即更正。

#### **第 10 條 (逾時交易之責任)**

立約人於已逾票據交換退票時間，始為金融卡存款、轉帳交易時，有關退票事件，概由立約人自行負責。

#### **第 11 條 (國內提領外幣)**

- 一、立約人為領有國民身分證或外僑居留證之個人得使用 貴行金融卡於 貴行外幣提款機以新臺幣或外幣帳戶領取外幣，選擇新臺幣帳戶提領，所領取之外幣金額按交易當時 貴行掛牌外幣現鈔賣出匯率為基準折合新臺幣金額扣帳。
- 二、立約人提領外幣現鈔單筆等值限額依機種之不同，每次最高限額為新臺幣 3 萬元或 5 萬元，每日最高限額合計數併同第 4 條及第 5 條之約定，但 貴行得視實際情形隨時調整，並依有關央行外匯法令之規定處理。

#### **第 12 條 (跨國交易功能)**

- 一、立約人申請開放磁條跨國交易，於國外自動櫃員機提款時，每日提領併同第五條約定之限額內，但 貴行得視實際情形隨時調整，美元匯率依當日 貴行之掛牌計算，其他外幣則先依國際金融卡清算中心所公布之匯率兌換為美元後再計算(簽帳金融卡以收單行請款當日之掛牌匯率計算)。
- 二、立約人得持晶片金融卡於國外各地設置且貼有「財金公司」識別標誌之自動櫃員機、或其他通路設備輸入晶片密碼，進行提款或餘額查詢等各種交易時，應遵照當地相關規定辦理並依該系統及該機器設備所提供之服務項目及營業時間為限。其因而衍生之各項費用，同意由 貴行逕自立約人存款帳戶內扣取之。
- 三、立約人使用晶片金融卡於國外貼有「財金公司」識別標誌之自動化服務機器提領外幣現鈔時，授權 貴行按結算代理銀行依約所列之結匯日匯率處理及轉換為新臺幣結付，並支付 貴行跨國交易手續費。立約人每日提領併同第五條約定之限額內，但 貴行得視實際情形隨時調整，並依有關央行外匯法令之規定處理。
- 四、跨國交易手續費內含 貴行需給付國內外相關機構及 貴行自身作業所需之費用。前述費用，立約人同意 貴行得視需要隨時調整，貴行得不再另行通知。

#### **第 13 條 (外幣交易授權結匯)**

- 一、立約人依前條持金融卡進行外幣交易時，授權 貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續，絕無異議。
- 二、立約人使用金融卡於國外提領現金時，應自行核算並控制央行所准之外匯額度。

#### **第 14 條 (契約終止或暫停提供金融卡功能)**

- 一、立約人得隨時終止本契約，但應親自或以書面委託代理人至 貴行辦理。
- 二、如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供金融卡之功能：
  - (一) 金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
  - (二) 立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
  - (三) 立約人違反法令規定損及 貴行權益或有其他不法行為。
- 三、貴行因作業需要得於網站或其他方式公告以代通知立約人終止本晶片金融卡全部功能或部分功能之使用，經公告後立約人仍繼續使用晶片金融卡者，視為承認該增修條款。爾後金融卡功能、服務或約定事項有變動時，除相關主管機關或 貴行認定需另為申請或約定外，立約人對於該變動之項目無需另外申請或約定，一經使用即同意適用變更後之各項功能及服務。
- 四、立約人領卡滿一年未使用者，貴行有權註銷使用，嗣後立約人並得至各營業單位再申請啟用登錄。
- 五、貴行自動化機器因電腦系統暫停服務及結帳時間，得暫停立約人在自動化機器之各項服務。

#### **第 15 條 (密碼使用錯誤次數及卡片留置、鎖卡之處理)**

- 一、立約人使用金融卡進行交易，如輸入密碼錯誤連續達三次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，除雙方另有約定外，立約人應親持身分證明文件自本人親簽，非本人憑負責人親簽及原留印鑑分別依下列方式辦理：
  - (一) 金融卡遭鎖卡時，得至原開戶單位或 貴行指定處所辦理解鎖；若於國外輸入磁條密碼錯誤連續三次，請至國內 貴行自動櫃員機進行變更磁條密碼。
  - (二) 金融卡遭留置時，應自留置之次日起算 14 個營業日內至 貴行各營業單位洽詢取回或換發新卡，逾期未取回，貴行得將金融卡註銷(若在国外，應請當地金融機構作即時處理或於回國後至 貴行辦理補發新卡)。
- 二、若金融卡遭留置時，應即刻向 貴行通知，除雙方另有約定方式外，立約人應親持身分證件至 貴行各營業單位，自本人親簽，非本人憑負責人親簽及原留印鑑辦理解除留置，避免該金融卡於留置期間遭不肖人士盜用。

#### **第 16 條 (費用計收、調整及揭示)**

- 一、立約人使用金融卡所為各項交易或服務所生之工本費如下：
  - (一) 交易手續費類：
    - 1. 國內跨行提款: 每次為 5 元。
    - 2. 國內跨行轉帳：
      - (1) 轉帳金額伍佰元(含)以下者，每日每帳戶享有一次免收手續費之優惠。
      - (2) 轉帳金額壹仟元(含)以下者，每次為 10 元。
      - (3) 轉帳金額壹仟元以上者，每次為 15 元。
  - (二) 服務費用類：
    - 1. 卡片解鎖: 每次為 50 元。
    - 2. 補/換發新卡: 每卡為 100 元。
  - (三) 其他未列舉之交易或服務所生之工本費，詳依開戶總約定書附件「存匯業務各項服務收費標準」為準。

本項費用雙方同意除另有約定外，貴行得於受理立約人申請服務時收取或授權貴行得自立約人於貴行開立之任一帳戶扣取。

二、第一項費用應以顯著方式於營業場所及貴行網站公開揭示。

三、第一項第二款之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由所致者，不得收取之。立約人因卡片須解鎖或補、換發，而發生損害者，貴行應負賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。

四、前項歸責事由，應由貴行負舉證責任。

五、立約人使用提款卡查詢、提款、轉帳、國內外特約商店轉帳消費或其他服務項目時，所需支付之手續費用，同意貴行得依貴行、財金資訊公司等有關機構所訂標準收取，貴行得自立約人於貴行開立之任一帳戶扣取。

六、立約人使用提款卡查詢、提款、轉帳、國內外特約商店轉帳消費或其他服務項目時，所需支付之手續費用，同意貴行得依貴行、財金資訊公司等有關機構所訂標準收取，貴行得自立約人於貴行開立之任一帳戶扣取。

七、立約人遺忘密碼或金融卡毀損不堪使用，除雙方另有約定方式外，應即親持金融卡、身分證件，至各營業單位，自然人憑本人親簽，非自然人憑負責人親簽及原留印鑑依貴行有關規定辦理。

八、立約人使用貴行與參加財金資訊系統之行庫所屬自動化服務設備、WebATM或晶片卡共用系統端末設備時，願遵守該等服務系統有關規定，並同意貴行自指定帳戶逕行扣取應付之跨行服務及掛失等費用。

#### **第 17 條(預付款項)**

一、預付款項於撥轉時，即自立約人帳戶扣除，不再計付存款利息，其未使用之餘額立約人不得主張退還或掛失。

二、立約人得隨時向貴行申請停用晶片金融卡，並將晶片金融卡交回貴行，終止本約定，惟對卡片內尚有預付餘額者，可繼續使用預付功能，無須繳回卡片，俟款項用完卡片即自動作廢。但於終止前立約人對消費帳款及其他衍生債務仍應負清償之責。

#### **第 18 條(金融卡遺失、滅失、被竊或其他喪失占有)**

一、立約人應妥善保管金融卡，如有遺失、滅失、被竊或其他喪失占有等情形時，應即利用電話語音專線(02) 2182-1313 或登入個人網路銀行、行動銀行或至貴行各營業單位依約定方式向貴行辦理掛失手續(惟簽帳金融卡辦理掛失後不得解除)。

二、除雙方另有約定方式外，若欲補發新卡，立約人得登入行動銀行於線上申請補發，或攜帶身分證件至貴行各分行辦理；若欲換發新卡，立約人得登入個人網路銀行或行動銀行於線上申請換發，或攜帶身分證件至貴行各分行辦理。至分行辦理者，自然人須憑本人親簽，非自然人憑負責人親簽及原留印鑑申請新卡。新卡號將與原卡號不同。

三、未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由貴行負責。

四、立約人申請掛失或註銷卡片後逾三個月，貴行得逕為註銷原晶片金融卡之約定事項，嗣後立約人如有需要得辦理補發或換發新卡，應向貴行提出申請或約定晶片金融卡之功能、服務或約定事項。

#### **第 19 條(出借、轉讓或質押之禁止)**

立約人應自行保管使用金融卡，如有出借、轉讓或質押者，立約人應自負其責。

#### **第 20 條(複製或改製之禁止)**

立約人不得有複製或改製金融卡之行為如有複製或改製之行為，應負偽造、變造或行使之刑責，並賠償貴行因而所遭致之損失。

#### **第 21 條(個人資料之使用)**

立約人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳遞及利用其個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。

#### **第 22 條(申訴管道)**

免付費服務專線：0800-30-1313 電話：02-21821313 傳真電話：02-25869413 訪客留言板：<https://www.esunbank.com/zh-tw/about/services/customer/message-board>

#### **第 23 條(文書之送達)**

立約人同意以本契約所載之地址/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，倘立約人或其聯絡人之地址/電子郵件信箱變更，立約人應即以書面或其他約定方式通知貴行，並同意改依變更後之地址/電子郵件信箱為送達處所；如立約人未以書面或依約定方式通知變更地址/電子郵件信箱時，貴行仍以本契約所載之地址/立約人留存於貴行之電子郵件信箱或最後通知立約人之地址/立約人留存於貴行之電子郵件信箱為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。

#### **第 24 條(其他約定事項)**

一、立約人使用金融卡消費扣款功能，應依貴行之「開戶總約定書-晶片金融卡消費扣款約定條款」規定辦理。

二、立約人申請簽帳金融卡應遵循「使用說明暨約定條款」辦理。

三、立約人行為若有違反誠信原則或有下列情形之一者，相關損失由立約人自行負擔：(一)未依約定方式申請掛失手續者；(二)立約人就本晶片金融卡之使用顯有詐欺之事實者；(三)遺失被竊之晶片金融卡係由立約人之配偶、家屬、與其同住之人、受僱人、代理人、直系血親或四親等內旁系血親、三親等內姻親冒用者，但立約人證明已對其提出訴追者，不在此限；(四)晶片金融卡被冒用後，拒絕接受調查或提出訴追。

四、立約人使用金融卡在財金資訊系統跨行連線金融單位設置之自動櫃員機提款、轉帳，除應依本約款及貴行有關規定辦理外，並依財金資訊系統跨行業務參加規約及業務處理規則辦理。

五、立約人如為公司、機關、團體組織時，金融卡之使用、保管及其他衍生之行為，均視為立約人及其負責人之行為，餘比照本約款其他各條款辦理。

六、立約人如為外國人，其法律行為之成立要件、效力及方式等均應適用中華民國之法律。

七、本約款若有未盡事宜，悉依有關法令及一般銀行慣例辦理。

#### **第 25 條(契約之交付)**

本契約一式二份，由貴行與立約人雙方各執一份，以資信守。

#### **第 26 條(管轄法院)**

立約人同意因本契約所生之爭議，除法律另有規定外(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。

## **Chapter 6 Terms and Conditions of IC ATM Card Services**

### **I. Terms and Conditions of Demand (Savings) Deposit-attached ATM Cards (2025.01 Version)**

Both parties have agreed to the following terms:

#### **Article 1 (Collection, activation and cancellation)**

I. Unless otherwise agreed upon by the parties, the Principal must approach the bank in person with ID card to collect ATM card and password slip, natural persons by their signature and non-natural persons by the signature of the responsible person, and complete activation procedures.

II. If the Principal does not collect ATM card within 3 months after the application date, the bank may void ATM card and the password slip at its discretion. However, the Principal is still able to make another application if required.

III. If the Principal applies to use pre-made ATM cards (including password slips), the ATM card and password slip will be immediately available for collection

- and activation after the Principal has completed the account opening procedure and signed this agreement.
- IV. The Bank shall be solely responsible for any ATM cards issued in error.
- V. Once the Principal has closed the account, switched service to another department of the Bank or discontinued use of the IC ATM card, the Principal should return the card back to the Bank where it can be voided, unless the card still has prepaid balances in it which the cardholder may continue using. The Principal shall be solely responsible for any disputes or losses that arise because of non-return. Any ATM card returned to the Bank must be voided instantly, otherwise the Bank will be responsible for any disputes arising as a result.

#### **Article 2 (Password change)**

- I. The Principal should use the automated service equipment to make password changes. There are no restrictions to the maximum number of changes.
- II. In addition to keeping proper custody of the ATM card, the Principal is also responsible for memorizing and maintaining secrecy of the password. The Bank can not reveal the Principal's passwords in any way. The two parties shall be responsible for the consequences of their own faults. If the Principal does not make a password change after collecting the ATM card, the Bank may de-activate the card on the grounds of security concerns. However, the Principal is still allowed to re-activate the card on a later date.

#### **Article 3 (Deposit amount restrictions and fees)**

- I. The Principal use our bank IC card deposit cash by our bank ATM.
- (I) Intra-bank deposit: When depositing cash into other people's account, the limit on non-designated account transfers by ATM Card shall apply if the deposit is made to a third party account; deposits to the Principal's accounts are not subject to such limitations.
- (II) Interbank deposit: When depositing cash into a non-bank account, the maximum of depositing is NT\$30 thousand per day and a handling fee of NT\$15 must be deducted from the transaction amount.
- II. The Principal may deposit up to NT\$30,000 without using an ATM card each day on any ATM of the Bank.

#### **Article 4 (The Bank's withdrawal and fund transfer limits)**

- I. The following caps apply when withdrawing cash using an ATM card on the Bank's automated service equipment:
- (I) Depending on the type of equipment, the maximum is NT\$30,000 or NT\$50,000 per transaction.
- (II) Maximum NT\$150,000 per day (aggregate sum for Domestic withdrawal in foreign currency, overseas withdrawals, Smart Pay, and debit card transactions).
- Note: domestic/overseas Smart Pay refers to the use of IC ATM card/QRCode in domestic and overseas designated merchant or QRCode in foreign designated merchant for deduction and consumption.
- II. Transfers to designated accounts are subject to the following limits:
- (I) Maximum NT\$2 million per transaction.
- (II) Maximum NT\$2 million per day. (aggregate sum for transactions made through automated teller machines, MOD and WebATM)
- III. Transfers to non-designated accounts are subject to the following limits:
- (I) Maximum NT\$30,000 per transaction when using automated teller machines.
- (II) Maximum NT\$30,000 per day when using automated teller machines (aggregate sum for transactions made through automated teller machines, MOD and WebATM).
- IV. 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 opened account uses the ATM card to transfer and withdraw funds at automated service equipment (including physical/online ATMs) from the principal in accordance with relevant laws and regulations.
- V. The amount of withdrawal or deposit made through domestic automated teller machine using an ATM card must be in multiples of NT\$100.
- VI. The Principal (only for natural persons) can use the ATM card and the IC password to make withdrawals over the counter of the Bank. After subjecting to the Bank's approval, the Principal can use authorized seal or present his/her ID card, and provide a signature to make a withdrawal. There is no limit on the amount of cash withdrawal over the counter through an ATM card.
- VII. Before making ATM fund transfers to a preset payee, the Principal must approach the Bank to add the payee into the designated account list. Before making ATM fund transfers to any non-designated account, the Principal must use an effective physical IC ATM card issued by the Bank and card reader to apply via Internet banking, through indirect identification (e.g. biological identification) or Bank Facial Recognition to apply via mobile banking which were binding to a mobile device, or apply in writing to activate this functionality. The Principal may also request to deactivate transfers to non-designated accounts at any time via Internet banking, mobile banking, or apply in writing the application. When making ATM fund transfers to non-designated accounts, the Principal may complete transactions by inputting the payee's account number. However, the Principal shall be solely responsible for verifying the payee's bank ID, account and amount before pressing Confirm. The Bank will not be liable for any losses due to incorrect entries. No prior agreement is required for the Principal to use an ATM for tax payment via account transfer.
- VIII. The Principal may use an IC ATM card for withdrawal, tax payment, and inquiry, and make transfers of small amounts and related transactions to non-designated accounts. The Principal may designate up to eight withdrawal/outward transfer accounts on the IC ATM Card, and outward transfer accounts may also be designated as payee accounts. However, the ATM card for sub-accounts may not designate new or cancel payee accounts. Payee accounts designated using the ATM card of the master account will automatically apply to ATM cards of all sub-accounts under it.

#### **Article 5 (Interbank withdrawal and fund transfer limits)**

- I. The following caps apply when withdrawing cash using an ATM card on automated service equipment established by a financial unit that is part of the financial information system interbank connection:
- (I) Maximum NT\$20,000 per transaction.
- (II) Maximum NT\$150,000 per day (aggregate sum for Domestic withdrawal in foreign currency, overseas withdrawals, Smart Pay, and debit card transactions).
- Note: domestic/overseas Smart Pay refers to the use of IC ATM card/QRCode in domestic and overseas designated merchant or QRCode in foreign designated merchant for deduction and consumption.
- II. Transfers to designated accounts are subject to the following limits:
- (I) Maximum NT\$2 million per transaction.
- (II) Maximum NT\$2 million per day.
- III. Transfers to non-designated accounts are subject to the following limits:
- (I) Maximum NT\$30,000 per transaction.
- (II) Maximum NT\$30,000 per day.

#### **Article 6 (ATM card usage)**

There is no limit on the number of times the Principal may use the ATM card for deposit, withdrawal, and transfer.

#### **Article 7 (Adjustment and announcement of withdrawal and transfer limits)**

- I. The amounts and number of times specified in the preceding three articles are subject to change by the Bank according to actual requirements. Unless otherwise stipulated by laws or regulations promulgated by the competent authority, the Bank shall announce the changes in a prominent manner at business locations and on the Bank's website 30 days prior to the changes.
- II. The Principal agrees that, when making fund transfers using one of the Bank's ATMs or one that is owned by another participant of the interbank financial network, the number of accounts that the Principal may transfer to/from shall comply with the Bank's policies. Once the Principal has reached the daily maximum limit on non-designated account transfers using an ATM/WebATM/MOD, any further fund transfers for the day shall be limited only to designated accounts.
- III. Functionalities of the IC ATM card and any terms of usage such as currency, amount, frequency, fees etc shall be determined by the Bank. In addition to Paragraph 1, the Bank may also adjust these details at any time deemed necessary, and publish them in a visible manner at its place of business. The Principal agrees to use the IC ATM card according to the new rules from the day the adjustment is made.

#### **Article 8 (Assistance required from the Bank for transfers to wrong account by the Principal)**

- I. When using the ATM card for fund transfers, the Principal shall verify details such as the beneficiary bank code, account number, and the amount to be paid. If the Principal enters an incorrect receiving bank ID, account number, or amount by mistake and results in the funds being transferred into another individual's account or in the wrong amount, the Bank shall immediately perform the following matters after the Principal notifies the Bank:

- (I) Provide details relating to the transaction in accordance with the law.
  - (II) Request assistance from the receiving bank.
  - (III) Report the results.
- II. The Bank shall keep records of withdrawals at ATMs and retain the records for a specified period to help the Principal clarify incorrect transfers or fraudulent withdrawals.
- III. When using the IC ATM card for withdrawals/fund transfers, the Principal has the responsibility to verify details such as payee's account number, the amount to be paid, and the account from which funds are withdrawn/debited. In the event that the Principal makes an incorrect entry and results in the funds being transferred into someone else's account or in the wrong amount or from the wrong account, the Principal shall be solely liable for such consequences and the Bank has no obligations to reverse or recover the transaction that is not caused by its errors.

#### **Article 9 (Effect of the Bank or interbank transactions)**

- I. If the Principal uses an ATM card and password for transactions at an ATM or other equipment of the Bank or financial institutions with interbank connection within the financial information system, the transactions shall have equal validity as the transactions conducted with the passbook and registered seal.
- II. The master account of IC ATM Cards referred to in this provision is the magnetic stripe account (the magnetic stripe account of a Labor Pension Card is the Labor Pension Card bank account). When using automated service equipment (such as Internet/phone banking, ATM, WebATM, etc.) for transactions, withdrawals (fund transfers) are debited from the Principal's master account if no other accounts have been specified. One deposit account can be specified as the withdrawal/payer account for multiple IC ATM cards at the same time, and payments would be considered to have been authorized by the Principal once they are made using the card.
- III. When requesting services using the IC ATM card on any electronic equipment, WebATM or Internet applications offered or recognized by the Bank, the Principal agrees to be bound by the terms and obligations of the applied services once they have been confirmed and approved by the Bank.
- IV. When the Principal applies for or agrees to services using the ATM Card password, the effect is the same as the Principal applying in person at the Bank.
- V. All deposits, withdrawals, or transfers using the ATM card are deemed to be made by the Principal. The Principal must provide evidence of any errors within two months (or four months for overseas transactions) of the transaction date, and the Bank shall immediately correct the error.

#### **Article 10 (Responsibility for overdue transaction)**

The Principal shall be solely responsible for bounced checks that occur due to the Principal's failure to transfer funds via ATM before the due time.

#### **Article 11 (Foreign currency withdrawal in Taiwan)**

- I. Where the Principal has a national identity card or a foreign national or overseas Chinese alien resident certificate, the Principal may use the ATM card issued by the Bank to withdraw cash in foreign currencies from an TWD or foreign currency account at the Bank's foreign currency ATM. When foreign currency is withdrawn from an TWD account, the foreign currency shall be converted to TWD based on the Bank's announced foreign currency banknote selling price at the time of the transaction, and the amount in TWD will be deducted from the account.
- II. Depending on the type of equipment, the maximum amount of foreign currency the Principal may withdraw is NT\$30,000 or NT\$50,000 per transaction, the maximum amount per day shall be in accordance with Article 4&5, subject to adjustment by the Bank at any time based on actual requirements, and will be handled in accordance with regulations on foreign currency of the Central Bank.

#### **Article 12 (Cross-border transaction functions)**

- I. The Principal may activate cross-border functions on the magnetic stripe to make cash withdrawals from an overseas ATM. These withdrawals are subject to the daily limits described in Article 5, which the Bank may adjust at any time deemed necessary. USD withdrawals are converted using the Bank's board rate quoted on the day of transaction; withdrawals of other foreign currencies are first converted into USD at the rate published by the international ATM clearing center before calculating TWD-equivalents (calculated using the board rate of the acquiring bank on the day the claim is made for debit cards).
- II. The Principal may make withdrawals, or inquire the balance of the IC ATM Card at an overseas ATM with the logo of the Financial Information Service CO., LTD, or other channel by entering the IC password, and shall comply with local regulations. The service items and business hours are limited to those provided by the system and equipment. The Principal agrees that the Bank may directly deduct payable expenses derived from such usage from the Principal's deposit account.
- III. When the Principal uses the ATM card to withdraw cash at an overseas ATM with the logo of the Financial Information Service CO., LTD. In which case, the Principal shall authorize the Bank to settle transactions in TWD by converting the amount at the rate quoted by the clearing agent on the settlement date. The Principal also agrees to pay the Bank additional fees on cross-border transactions. The Principal's withdrawals each day are subject to the limits described in Article 5, subject to adjustment by the Bank at any time based on actual requirements, and will be handled in accordance with regulations on foreign currency of the Central Bank.
- IV. Cross-border transaction fees include payments the Bank must make to related domestic and foreign institutions, and expenses required for the Bank's own operations. The Principal agrees that the Bank may make necessary adjustments to the expenses above at any time as needed without notifying the Principal.

#### **Article 13 (Authorization for foreign currency settlement)**

- I. When using the ATM Card for foreign currency transactions according to the preceding article, the Principal authorizes the Bank to serve as the settlement agent within the boundaries of Taiwan (Taiwan), whose duty involves settling foreign currency transactions according to Central Bank policies and the terms agreed between the Principal and the Bank.
- II. The Principal shall be responsible for calculating and controlling the amount of cash withdrawn made using the ATM Card overseas within the limit allowed by the Central Bank.

#### **Article 14 (Termination of this agreement or suspension of ATM card functions)**

- I. The Principal may terminate this Agreement at any time, but must do so either personally or through an agent (authorized in writing) at the Bank's premise.
- II. In the event of one of the following activities listed below, the Bank may terminate this Agreement or suspend ATM card services at any time:
  - (I) The ATM card has been counterfeited, remade, or used for illegal actions such as money laundering, fraud, etc.
  - (II) The Principal's account is listed as "temporarily suspended" or designated as a "warning account" in accordance with the law.
  - (III) The Principal has violated laws, compromised the Bank's interests, or is found to have been involved in other illegal activities.
- III. The Bank may terminate part or all functionalities of the Principal's IC ATM card for operational purposes by way of announcements on its website or by other means, and may amend or introduce supplementary clauses to the existing agreement following such announcements. After such changes have been notified or announced, the Principal will be deemed to have acknowledged the new terms if the Principal continues to use the IC ATM card. Where subsequently there are other changes to the IC ATM card's functionalities, services or agreed items, then save where the competent authority or the Bank deems that separate application or agreement is necessary, the Principal shall not be required to make separate application or enter into separate agreement for such amended functionalities. In such a case, the Principal will be deemed to have acknowledged the new terms and services if the Principal continues to use the IC ATM card.
- IV. **If the Principal does not use the ATM card after one year of receiving the card, the Bank has the right to cancel the card, and the Principal must submit an application to a branch to reactivate the card.**
- V. The Bank may suspend ATM services provided to the Principal during account settlement or due to service suspension of its computer systems.

#### **Article 15 (Number of consecutive incorrect password attempts, card retained by ATM, and card locked)**

- I. If the Principal inputs the incorrect password 3 consecutive times, or forgets to retrieve the card after use, or uses an ATM card which had been reported lost, or if the ATM card is retained or locked by the automated service equipment for any other reasons, the Principal must approach the Bank in person and bring along proof of identity and the original authorized seal to perform the following actions, natural persons by their signature and non-natural persons by the signature of the responsible person, unless otherwise agreed between the two parties:
  - (I) If the ATM card is locked, the ATM card may be unlocked by the original account opening unit or a location designated by the Bank. If an incorrect password is entered for the magnetic stripe three consecutive times overseas, please change the password for the magnetic stripe at one of the Bank's domestic ATMs.
  - (II) If the ATM card is retained by the machine, the Principal shall retrieve or replace the ATM card by proceeding to a branch of the Bank within 14 business days of the retention. If the Principal fails to retrieve the card within this period, the Bank may cancel the card (if the Principal is overseas, the Principal must request the local financial institution to immediately handle the situation or apply to the Bank for reissuance after returning).

- II. If the ATM card is retained by the machine, the Principal shall immediately notify the Bank. Unless otherwise agreed upon by the parties, the Principal must bring his/her ID card to a branch of the Bank to cancel the retention, natural persons by their signature and non-natural persons by the signature of the responsible person and authorized seal, so as to prevent the ATM card from being fraudulently used.

**Article 16 (Fee collection, adjustment, and announcement)**

- I. The Principal is subject to the following ATM card transaction or handling fees:

(I) **Transaction handling fees:**

- A. **Domestic interbank withdrawals: NT\$5 per transaction.**  
B. **Domestic interbank transfers:**  
(A) **Each account is exempted from the service fee for one transfer of NT\$500 (inclusive) or under each day.**  
(B) **NT\$10 per transfer of NT\$1000 (inclusive) or under.**  
(C) **NT\$15 per transfer of more than NT\$1000.**

(II) **Service fees:**

- A. **NT\$50 per instance for unlocking a card.**  
B. **NT\$100 per card for replacing/reissuing a new card.**

(III) Other charges refer to the Bank's "Deposit/Exchange Service Fee Standards".

Unless otherwise agreed upon by the parties, the Bank may collect service fees when it receives the Principal's application for services, or is authorized to debit the amount from any one of the Principal's accounts at the Bank.

- II. The fee in Paragraph 1 shall be publicly disclosed in a prominent manner within the Bank's business locations and on its website.  
III. If the Bank fails to prove that the card must be unlocked or replaced for reasons attributable to the Principal, the service fee specified in Subparagraph 2 of Paragraph 1 cannot be collected. Where the Principal suffers damage because the card must be unlocked or replaced, the Bank shall bear responsibilities for compensation. However, this restriction shall not apply if the Bank proves that it is not responsible for the reason that requires the card to be unlocked or replaced.  
IV. The Bank shall be responsible for providing the necessary evidence for the attributable cause in the preceding paragraph.  
V. When the Principal submits an application to the Bank for a new card or replacement card, for a card to be unlocked, or to reset the password, the Bank may collect a fee specified by the Bank from the Principal to produce the card or perform other actions. Unless otherwise agreed upon by the parties, the Bank may debit the service fee from any one of the Principal's accounts at the Bank.  
VI. The Principal agrees that the service fees required for inquiry, withdrawal, transfer, making purchases from domestic merchants, or other services using the ATM card may be collected by the Bank according to standards established by the Bank or the Financial Information Service Co., Ltd., and that the Bank may debit the service fee from any one of the Principal's accounts at the Bank.  
VII. If the Principal forgets the password or the ATM card becomes unusable due to wear and tear, unless otherwise agreed upon by the parties, the Principal must approach the bank in person with the ATM card and ID card, natural persons must provide their signature and non-natural persons the signature of the responsible person and authorized seal, to handle the situation in accordance with the Bank's regulations.  
VIII. When using automated service equipment, WebATM or EDC offered by the Bank or by any participant of the interbank financial network, the Principal shall agree to comply with the terms of service and authorize the Bank to collect fees for interbank services delivered from the designated account.

**Article 17 (Advance payment)**

- I. Advance payments shall be deducted from the Principal's account upon transfer, and interest shall not be calculated for the amount. The Principal may not claim the refund of balance that has not been used, or report loss.  
II. The Principal has the right to stop using the IC ATM card and terminate this agreement at any time by returning the card back to the Bank. The Principal needs not return the card and instead may continue using if it still has prepaid balances remaining. Once the prepaid balances have depleted, the card will be automatically voided. However, where the Principal has outstanding purchase debits or other derived debts, it shall remain liable for full repayment.

**Article 18 (Misplacement, damage, theft, damage and loss of the ATM card)**

- I. The Principal shall keep the ATM card safe, and immediately handle loss reporting via the hotline (02)2182-1313, logging into online banking, mobile banking, or using the agreed method at the Bank's business locations if the ATM card is lost, destroyed, stolen, or loss of possession (debit cards may not be canceled after being reported as lost).  
II. Unless otherwise agreed upon by the parties, if the Principal wishes to apply for a reissued card, he/she may log into the mobile banking to apply online or bring his/her ID card to a branch of the Bank. If the Principal wishes to apply for a replacement card, he/she may log into online banking or mobile banking to apply online or bring his/her ID card to a branch of the Bank. For applications at the branch, natural persons must provide their personal signature, while non-natural persons must provide the signature of the responsible person along with the original authorized seal. However, the card number of the new card will be different from the old card.  
III. Where the card is used fraudulently before the Principal completes the loss report and the Bank has completed payment, the Bank shall be deemed as having made the payment to the Principal. However, if the Principal's password is misused or stolen due to the Bank or other ATM provider's failure to exercise the duty of care as a prudent manager with regard to the IT system, or for other reasons attributable to the Bank or such provider, the Bank shall still be liable for such losses.  
IV. Three months after the Principal has reported the loss or voided the card, the Bank may cancel the IC ATM card agreement without further notice. Should the Principal require new or replacement cards to be issued beyond that time, a separate application or agreement for IC ATM card functions, services and terms needs to be signed with the Bank.

**Article 19 (Prohibition of lending, transferring, and pledging the ATM card)**

The Principal is responsible for safekeeping of the ATM card, and shall be solely liable for any consequences if it is lent, transferred or pledged to others.

**Article 20 (Prohibition of reproduction or altering)**

The Principal may not reproduce or alter the ATM card. In the event of any violation, the Principal shall be liable for forgery, altering, or use of a forged or altered ATM card, and shall compensate the Bank for any damages sustained by the Bank.

**Article 21 (Use of personal information)**

Where the Principal uses the ATM card for withdrawal, fund transfer, foreign exchange, tax payments, fee payments, purchase debits, financial account information inquiries, and other interbank business services, it agrees that the Bank, the respective counterparty, Joint Credit Information Center, Financial Information Service Co., Ltd., and any institutions incorporated under the approval of the Financial Supervisory Commission or the agricultural financing authority may collect, process, transmit across borders, and make use of the Principal's personal information to the extent permitted by law and deemed necessary to carry out the abovementioned services. The Bank shall not reveal the Principal's information to any third party other than the institutions mentioned above without the Principal's permission or mandate of relevant regulations.

**Article 22 (Grievance channels)**

Toll-free customer service hotline: 0800-30-1313 Tel: 02-21821313 Fax: 02-25869413 Visitor message board: <https://www.esunbank.com/tw/about/services/customer/message-board>

**Article 23 (Delivery of correspondence)**

The Principal agrees to use the address specified in this agreement/the e-mail address provided to the Bank as the means of delivery for future correspondences. The Principal is required to notify the Bank in writing or in other methods acceptable for any changes in the physical/e-mail address of the Principal or his/her contact person. The Principal also agrees for the Bank to deliver future correspondences to the newly updated physical/e-mail address. If the Principal does not notify the Bank of the change in physical/e-mail address in writing, the Bank may still deliver future correspondences to the Principal's existing or last known physical/e-mail address, and regard them as received after the usual time of delivery has elapsed.

**Article 24 (Other agreed matters)**

- I. Uses of Smart Pay service are subject to comply with the Bank's "General Agreement for Account Opening - Terms and Conditions of Smart Pay Services."  
II. To apply for a debit card, the Principal must comply with the terms and conditions and notes of the service.  
III. The Principal will be solely responsible for losses caused by lack of good faith and in any of the following situations: (I) Failure to report losses according

to the terms of the agreement. (II) Use of IC ATM card for fraudulent purposes. (III) The lost or stolen IC ATM card is misused by the Principal's spouse, family member, person living in the same house, employee, agent, direct blood relative, collateral relative of fourth degree or closer, or relative by affinity of third degree or closer, except where the Principal is able to prove that legal actions have been taken against the offender. (IV) Refusal to assist in the investigation or take legal actions after the IC ATM card is found to have been misused.

- IV. When withdrawing cash or transferring funds using the ATM card on any automated teller machine owned by the Bank or by any participant of the interbank financial network, the Principal agrees to obey not only the terms of this agreement and the Bank's relevant policies, but also the rules of the interbank financial network.
- V. Where the Principal is a corporate entity, an institution or an organization, the use and custody of ATM card and any conducts arising from which shall be treated as actions of the Principal and its person-in-charge.
- VI. Where the Principal is a foreigner, the constitution, efficacy and interpretation of the Principal's actions shall be governed by the laws of Taiwan.
- VII. Matters not addressed in the agreement shall be governed by relevant laws and regulations and general banking practices.

**Article 25 (Delivery of this agreement)**

This agreement is prepared in two copies; the Bank and the Principal shall each retain one copy.

**Article 26 (Court of jurisdiction)**

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.