

法國巴黎銀行網路銀行業務服務契約

BNP PARIBAS

Digital Banking Terms and Conditions

本契約規定立約客戶（下稱「客戶」）與法國巴黎銀行經由其台北分行、台中分行、高雄分行、國際金融業務分行及 / 或任何其他法國巴黎銀行將在中華民國設立之分行（以下總稱「本行」）之網路銀行業務服務相關事宜。

This Agreement (as defined below) shall govern the digital banking services related matters of the client (the "Client") with BNP PARIBAS, acting through its Taipei branch, Taichung branch, Kaohsiung branch, offshore banking branch and/or any other branch of BNP PARIBAS which may be established in the Republic of China ("R.O.C.") (collectively, the "Bank").

第一條 （本行資訊）

Article 1 Bank Information

- 一、本行名稱Bank name：法商法國巴黎銀行在台各分行暨國際金融業務分行
BNP Paribas, acting through its branches in Taiwan
- 二、申訴及客服專線Complaint and customer service hotline: +886 2 8758 3101
- 三、網址Website: <https://www.bnpparibas.com.tw/cn/>
- 四、地址Address：臺北市信義區信義路5段7號71樓、72樓及72樓之1
71F, 72F and 72F-1 of No. 7, Section 5, Xinyi Road, Xinyi District, Taipei City
- 五、傳真號碼Fax：+886 2 8758 3102
- 六、電子信箱Email：wm.tw.ebanking.support@asia.bnpparibas.com

第二條 （契約之適用範圍）

Article 2 Applicable Scope of this Agreement

- 一、本契約適用於本行不時提供之網路銀行服務。本契約須與網路銀行服務申請表、使用條款、相關網路銀行服務平台上顯示之所有通知、免責聲明和其他使用條款，以及適用於網路銀行服務之所有補充表格和文件一併閱讀和解釋。本契約連同網路銀行服務申請表、使用條款、相關網路銀行服務網站上顯示的所有通知、免責聲明和其他使用條款，以及所有補充表格和文件總稱為「本契約」（包括其不時之修訂與增補）。
 1. This Agreement shall apply to Digital Banking Services provided by the Bank from time to time. This Agreement is to be read and construed in conjunction with the Application Form, Terms of Use, all notices, disclaimers and other terms of use appearing on the relevant Digital Banking Services platform and all supplemental forms and documents applicable to the Digital Banking Services. These terms and conditions, together with such Application Form, Terms of Use, all notices, disclaimers and other terms of use appearing on the relevant Digital Banking Services platform and all supplemental forms and documents, are collectively referred to as "this Agreement" (which expression shall include this Agreement as amended, supplemented or otherwise modified from time to time).
- 二、本契約係對「客戶往來總約定書」（下稱「總約定書」）之增補及修訂。倘若本契約條文與總約定書有任何歧異，悉以本契約為主。本行提供網路銀行服務未使本行負有向客戶或任何其他人士提供信用或本行貸款之任何義務。
 2. This Agreement is the Addendum and amendment to the Master Relationship Agreement (the "Master Agreement"). If there is any conflict or inconsistency between the provisions in this Agreement and the Master Agreement, this Agreement shall prevail. The provision of the Digital Banking Services by the Bank shall not place the Bank under any obligation to provide credit or other banking facilities to the Client or to any other person.
- 三、本契約係本行網路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。
 3. This Agreement is the general and common provision for Digital Banking Services, and this Agreement shall prevail unless otherwise stipulated in another individual agreement.
- 四、個別契約不得抵觸本契約。但個別契約對客戶之保護更有利者，從其約定。
 4. The provisions prescribed in the individual agreement shall not contradict with this Agreement. However, if the provisions prescribed in the individual agreement is more favorable to the Client, the individual agreement shall prevail.
- 五、本契約條款如有疑義時，應為有利於消費者之解釋。
 5. If there is any doubt about this Agreement, the interpretation in favor of the Client shall prevail.

- 六、本行網路銀行服務僅限客戶及 / 或被授權使用者存取和使用。您不得透過本行並非提供予您使用之任何方式，獲取或試圖獲取未經授權之網路銀行服務或任何其他受保護資訊之存取權。倘若您並非客戶及 / 或被授權使用者，或倘若您不同意接受本契約，請勿存取及 / 或使用本行網路銀行服務。
6. Access to and use of the Digital Banking Services provided by the Bank are restricted to Clients and/or Authorized Users only. You may not obtain or attempt to obtain unauthorized access to the Digital Banking Services, or to any other protected information, through any means not provided by the Bank for your specific use. **If you are not a Client and/or Authorized User, or if you do not agree to this Agreement, do not access and/or use the Digital Banking Services provided by the Bank.**

第三條 (名詞定義)

Article 3 Definitions

在本契約中，除非文義另有所指，否則下列名詞具有以下涵義：

In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings:

- 一、「網路銀行服務」：指本行向客戶及 / 或被授權使用者不時給予或提供的及（若本行認為必要）客戶及 / 或被授權使用者透過申請表申請或獲得存取權限之任何電子、線上或行動銀行服務、產品和設施（包括線上平台、網站、行動應用程式和軟體應用程式），包括（但不限於）線上銀行服務，但不包括任何自動櫃員機（ATM）或電話銀行服務。
1. “Digital Banking Services” : refer to any electronic, internet or mobile banking services, products and facilities, including the digital platforms, websites, mobile applications and software applications, offered or made available by the Bank to the Client and/or its Authorized User(s) from time to time and (where deemed necessary by the Bank) applied to or gained access to by the Client and/or Authorized User(s) via an Application Form, and shall include (without limitation) the Internet Banking Service, but shall not include any Automatic Teller Machine (ATM) or telephone banking services.
- 二、「電子文件」：指本行或客戶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。
2. “eDocuments” : refer to words, sounds, pictures, images, symbols or other information transmitted via the network by the Bank or the Client, which are records capable of presenting its intention by electronic means or other means not directly recognizable by human senses, for the purpose of electronic processing.
- 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。
3. “Digital Signature” : refers to turning an eDocument into a digital data in certain length by mathematical algorithm or by other means, and then to create an electronic signature by encrypting with the signatory’s Private Key on such digital data, which can be verified by a Public Key.
- 四、「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。
4. “Private Key” : refers to the digital data with a pairing relation which is kept by the signatory for generating the Digital Signature.
- 五、「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。
5. “Public Key” : refers to the digital data with a pairing relation which is publicly disclosed for verifying the Digital Signature.
- 六、「生物特徵身分驗證法」：指由本行或代表本行為在本行指定之行動裝置上使用生物特徵憑證（定義如下）之目的而發佈或規定的任何和所有方法及程序。
6. “Biometric Authentication Method” : refers to any and all methods and procedures issued or prescribed by or on behalf of the Bank for the use of Biometric Credentials (as defined below) on mobile devices prescribed by the Bank.
- 七、「生物特徵憑證」：指由本行或代表本行為驗證客戶或被授權使用者存取及 / 或使用網路銀行服務的權限之目的而不時蒐集和儲存的生物特徵資訊，或由第三方識別功能在指定裝置上註冊之生物特徵數據。
7. “Biometric Credentials” : refers to biometric data which is collected and stored by or on behalf of the Bank from time to time for the purposes of authenticating the Client’s or its Authorized User(s)’ access and/or use of the Digital Banking Services, or biometric data which is enrolled by a Third Party Recognition Feature on a Prescribed Device.
- 八、「相關帳戶」：指客戶現時或不時在本行開立之（任何類型和幣別的）任何帳戶，可透過本契約規定的網路銀行服務存取。
8. “Account(s)” : refers to any account (of any type and currency whatsoever) held now or from time to time by the Client with the Bank, which may be accessed via the Digital Banking Services as provided in this Agreement.

- 九、「申請表」：指客戶及／或被授權使用者就客戶或被授權使用者為申請及／或存取所有或任何網路銀行服務之目的而簽署或以其他方式同意接受之申請及授權表，或本行可接受之其他文件或紀錄（如包含接受勾選框的線上頁面或彈出簡訊），包括所有相關補充申請表、文件或紀錄。
- 9 “Application Form” : refers to an application and authorization form or such other document or record (such as a digital page or pop-up message containing a tick box for acceptance) acceptable to the Bank which is signed or otherwise agreed to by the Client or its Authorized User(s), for the purposes of the Client and/or its Authorized User(s) applying for and/or accessing all or any of the Digital Banking Services, and shall include all supplemental application forms, documents or records thereto.
- 十、「被授權使用者」：指經本行接受，已接受本契約並且獲客戶在申請表或本行可接受之有關其他文件或紀錄中授權以「被授權使用者」身分存取和使用網路銀行服務之人士。
10. “Authorized User(s)” : refers to, subject to acceptance by the Bank, a person who has accepted this Agreement and has been Authorized by the Client in the Application Form or such other document or record acceptable to the Bank, to access and use the Digital Banking Services as an “Authorized User” .
- 十一、「相關通訊」：指本行向客戶寄送之任何性質（包括但不限於與客戶在本行開立的相關帳戶有關之聲明、意見、通函、要求和通知）之所有通訊。
11. “Correspondence” : refers to all correspondence of whatever nature (including without limitation, statements, advices, circulars, demands and notices relating to the Account(s) of the Client with the Bank) addressed to the Client by the Bank.
- 十二、「線上銀行服務」：指本行透過本行可能不時指定的網站、通路或其他電子方式不時向客戶及／或被授權使用者給予或提供的電子或線上銀行服務、產品及設施。
12. “Internet Banking Service” : refers to the electronic or internet banking services, products and facilities offered or made available by the Bank to the Client and/or its Authorized User(s) from time to time, through such website, channel, or other electronic means as the Bank may prescribe from time to time.
- 十三、「動態密碼產生器」：指由本行或代表本行不時為驗證客戶及／或被授權使用者存取及／或使用網路銀行服務之目的而發放的任何硬體裝置或動態密碼產生器。
13. “Internet Banking Token” : refers to any hardware device or token that may be issued by or on behalf of the Bank from time to time for the purpose of authenticating the Client’s and/or its Authorized User(s)’ access and/or use of the Digital Banking Service.
- 十四、「惡意軟體」：指旨在允許未經授權存取、封鎖、除去、損壞或以其他方式損害或破壞軟體、硬體或數據的任何和所有形式之惡意、隱密、毀滅性或破壞性代碼、代理程式、巨集或任何其他程式；或以允許規避軟體正常安全性或包含該代碼的系統為預期目的之任何裝置、方法或動態密碼產生器。
14. “Malware” : refers to any and all forms of malicious, surreptitious, destructive or corrupting code, agent, macro or any other program which is designed to permit unauthorized access, to disable, erase, corrupt or otherwise harm or damage software, hardware or data; or any device, method, or Internet Banking Token whose apparent or intended purpose is to allow circumvention of the normal security of software or the system containing the code.
- 十五、「動態密碼」：指對一段使用時段或交易有效之動態密碼，該密碼將發送至客戶或被授權使用者之指定手機號碼或動態密碼產生器中，或透過本行隨時決定之其他方式發送，目的是驗證存取及／或使用網路銀行服務之客戶或被授權使用者之身分。
15. “OTP” : refers to a one-time password valid for one session or transaction which will be sent either to the Client’s or Authorized User’s designated mobile number or Internet Banking Token or via other means as determined by Bank from time to time for the purpose of authenticating the Client’s or its Authorized User(s)’ access and/or use of the Digital Banking Services.
- 十六、「PIN」：指本行不時提供予各客戶及被授權使用者，並可根據本行之指示、程序及指令不時修訂之個人識別碼或密碼，目的是驗證存取及／或使用網路銀行服務之客戶或被授權使用者之身分。
16. “PIN” : refers to the personal identification number or password assigned by the Bank to each of the Client and its Authorized User(s) from time to time for the purpose of authenticating the Client’s or its Authorized User(s)’ access and/or use of the Digital Banking Services, as may be amended from time to time in accordance to the Bank’s instructions, procedures and directions.
- 十七、「個人資料」：指任何可從(a)該資料；或(b)從該資料及本行已經或可能有權存取之其他資訊，識別出個人之任何資料，無論是否屬實，包括可能不時更新之本行紀錄中之資料。為避免疑義，「個人資料」包括生物特徵憑證。
17. “Personal Data” : refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to the Bank has or is likely to have access, including data in the Bank’s records as may be updated from time to time. For the avoidance of doubt, “Personal Data” includes Biometric Credentials.

- 十八、「指定裝置」：指由已註冊生物特徵身分驗證法並啟用第三方識別功能之客戶及／或被授權使用者藉助其存取或使用網路銀行服務之電腦、行動裝置或其他電子裝置。
18. “Prescribed Devices”：refers to the computers, mobile or other electronic devices registered for the Biometric Authentication Method and enabled with the Third Party Recognition Features on which the Client and/or its Authorized User(s) accesses or uses the Digital Banking Services.
- 十九、「安全憑證」：指由本行或代表本行為客戶及／或被授權使用者存取網路銀行服務而發放或指定之使用者ID、PIN、動態密碼產生器、動態密碼、生物特徵憑證及任何其他形式之識別或驗證裝置。
19. “Security Credentials”：refers to the User ID, PIN, Internet Banking Token, OTP, Biometric Credentials and any other forms of identification or authentication device, issued or prescribed by or on behalf of the Bank for use by the Client and/or its Authorized User(s) in accessing Digital Banking Services.
- 二十、「使用條款」：指本行就網路銀行服務提供之所有和任何現行使用條款、使用者指南、免責聲明、指示、程序、指令和陳述（無論是透過網路銀行服務、以電子方式、在唯讀光碟上、在數據存儲裝置中、以印刷形式或本行選擇之任何其他媒介提供），包括對其進行之任何更新和更改以及所有相關補充。
20. “Terms of Use”：refers to all and any current terms of use, user guides, disclaimers, instructions, procedures, directions and presentations provided by the Bank (whether made available electronically via the Digital Banking Services, on CD Rom, data storage devices, in printed form or any other medium selected by the Bank) in relation to the Digital Banking Services, including any updates and changes and all related supplements thereto.
- 二十一、「第三方識別功能」：指本行不時為驗證客戶或被授權使用者存取及／或使用網路銀行服務之目的而指定之第三方功能，包括（除非本行另行通知）Apple指定的Apple iOS指紋識別功能（即「Touch ID」）或其他智慧型手機上之其他類似指紋識別功能。
21. “Third Party Recognition Feature”：refers to such third party features designated as such by the Bank from time to time for the purpose of authenticating the Client’s or its Authorized User(s)’ access and/or use of the Digital Banking Services including (unless otherwise notified by the Bank) the fingerprint recognition feature of Apple’s iOS designated by Apple as “Touch ID” or other similar fingerprint recognition features found on other smartphones.
- 二十二、「使用者」：指網路銀行服務之任何使用者。
22. “User”：refers to any user of the Digital Banking Services.
- 二十三、「使用者ID」：指本行向每位客戶及被授權使用者發放，並可根據本行之指示、程序及指令不時修訂之使用者識別碼。
23. “User ID”：refers to the user identification code issued by the Bank to each of the Client and its Authorized User(s), as may be amended from time to time in accordance to the Bank’s instructions, procedures and directions.
- 二十四、「使用者資訊」：指使用者為透過網路銀行服務納入及／或發佈之目的而提交之任何資訊、文字、圖形、照片及／或其他資料或內容。
24. “User Materials”：refers to any information, text, graphics, photographs and/or other materials or content submitted by a User for inclusion and/or posting through the Digital Banking Services.
- 二十五、「您」：指客戶或被授權使用者，以及包括任何使用者。
25. “You”：refers to the Client or Authorized User and includes any User.

第四條 （存取和使用網路銀行服務之條款）

Article 4 Access and Use of the Digital Banking Services

- 一、使用條款詳細列明存取和使用網路銀行服務之條款。使用條款說明您可如何使用和存取網路銀行服務，且您同意嚴格遵守使用條款及本契約，使用和存取網路銀行服務。
1. The terms of access to and use of the Digital Banking Services are more particularly set out in the Terms of Use. The Terms of Use sets out how the Digital Banking Services may be utilized and accessed by you and you agree to comply with and to only use and access the Digital Banking Services strictly in accordance with the Terms of Use and this Agreement.
- 二、本行保留隨時決定是否提供網路銀行服務或其任何部分供使用的權利。本行亦保留隨時升級、修改、更改、撤銷、暫停或終止提供網路銀行服務或其任何部分的權利，而毋須向您或您的被授權使用者發出事前通知，且本行概不就此承擔任何法律責任。特別是，在不損害前文之一般性原則下，本行完全保留因安全理由拒絕存取網路銀行服務或其任何部分之權利。本行進一步保留暫時停止存取網路銀行服務或其任何部分之權利，以進行維護工作、更新提供或促進提供網路銀行服務之資源或系統，或進行系統復原。此外，本行有權利（但無義務）為以下事項：

2. The Bank reserves the right to determine whether the Digital Banking Services or any part thereof may be utilized at any time. The Bank also reserves the right to upgrade, modify, alter, withdraw, suspend or discontinue the provision of the Digital Banking Services or any part thereof at any time without prior notice to you or your Authorized User(s) and without any liability on the part of the Bank in respect thereof. In particular but without prejudice to the generality of the foregoing, the Bank fully reserves the right to refuse access to the Digital Banking Services or any part thereof for security reasons. The Bank further reserves the right to temporarily prevent access to the Digital Banking Services or any part thereof in order to carry out maintenance work, to update the resources or system that provides or facilitates the provision of the Digital Banking Services or for system recovery. In addition, the Bank reserves the right, but shall not be obliged to:

(一) 監察、篩選或以其他方式控制透過網路銀行服務交付或交換之任何活動或內容；

(1) monitor, screen or otherwise control any activity or content delivered or exchanged through the Digital Banking Services;

(二) 調查任何違反本契約、使用條款之行為，並採取其認為適當之任何行動；

(2) investigate any violation of this Agreement, Terms of Use and take any action it deems appropriate;

(三) 刪除、封鎖、拒絕或重新安置在網路銀行服務中顯示或透過網路銀行服務提供之任何使用者資訊；及 / 或

(3) remove, block, reject or relocate any User Material appearing on or made available through the Digital Banking Services; and/or

(四) 向相關主管機關報告其懷疑違反任何適用法律或法規之任何活動，並與相關主管機關合作。

(4) report any activity it suspects to be in violation of any applicable law or regulation to the appropriate authorities and to cooperate with such authorities.

三、網路銀行服務（或其任何部分）僅在可合法提供和存取之司法管轄區，於可合法提供和存取之時提供及存取。於存取網路銀行服務時，您必須瞭解及完全遵循任何適用法律、法規及限制。就任何非法目的或活動而言，或於違反任何適用法律、法規或指令之情況下，您不得使用並須促使您的被授權使用者不使用網路銀行服務，亦不得故意允許或授權或促使任何人士存取或使用網路銀行服務。除非您另行通知本行，否則本行有權假設您是從您的居住地存取網路銀行服務。因任何不當使用或非法使用網路銀行服務而導致本行可能蒙受之一切損失、成本及損害，您承諾將會賠償本行。

3. The Digital Banking Services (or certain parts thereof) are offered and accessible only in jurisdictions where and when they may be lawfully offered and accessed. In accessing the Digital Banking Services you must be aware of and fully observe any applicable laws, regulations and restrictions. You shall not use, and shall procure your Authorized User(s) not to use, or knowingly allow or authorize or cause any person to access or use the Digital Banking Services for any illegal purpose or activity or in contravention of any applicable law, regulation or directive. Unless you inform the Bank otherwise, the Bank shall be entitled to assume that you are accessing the Digital Banking Services from your country of residence. You undertake to indemnify the Bank for all losses, costs and damages the Bank may incur as a result of any inappropriate use or illegal use of the Digital Banking Services.

第五條 （網頁之確認）

Article 5 Confirmation on the Webpage

一、客戶使用網路銀行前，請先確認網路銀行正確之網址，才使用網路銀行服務；如有疑問，請電客服電話詢問。

1. The Client shall first confirm the correct website address for digital banking before using the Digital Banking Services; for any questions, please contact the customer service hotline.

二、本行應以一般民眾得認知之方式，告知客戶網路銀行應用環境之風險。

2. The Bank shall inform the Client about the risks of surroundings of the digital banking application in a way that the general public can understand.

三、本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，並隨時注意有無偽造之網頁，以避免客戶之權益受損。

3. The Bank shall maintain the correctness and security of the website through the exercise of due care as a good administrator, and always be aware of whether or not there is a forged website so as to prevent the Client from damages to its rights and interests.

第六條 （服務項目）

Article 6 Service Scope

一、客戶及被授權使用者可使用之網路銀行服務為：

1. The Client(s) and Authorized User(s) may use the Digital Banking Services as follows:

(一) 非電子轉帳及交易指示類之查詢及通知服務：利用網路銀行服務平台查詢客戶在本行同名帳戶資產總覽，包括台、外幣活期存款、交易明細、持有投資部位、投資部位市值、投資資產比重、定期存款總額、匯率與投資資訊查詢。查詢及通知項目悉依本行平台所提供者而定，客戶無須逐項申請，嗣後本行若新增查詢或通知服務項目，除法令或本行另有規定外，客戶亦無須另外申請。

- (1) The inquiry and notification services of non-electronic transfer and non-transaction instructions: refers to utilizing the Digital Banking Services platform to inquire the asset overview of the Client's accounts in the Bank, including the inquiry of NTD or foreign currency demand deposits, transaction details, investment positions, market value of the investment positions, ratio of the investment assets, amount of time deposits, exchange rate and investment information. The items of inquiry and notification shall be determined by the services provided by the platform of the Bank, and the Client need not apply for item by item. If the Bank adds the items of inquiry and notification services hereafter, unless otherwise provided under the laws and regulations or prescribed by the Bank, the Client need not apply for such services separately.
- (二) 申請類、密碼變更服務以及主管機關頒訂之網際網路低風險性交易，實際項目悉依本行網路銀行服務平台目前所提供及嗣後所新增之服務為準。
- (2) For the application, password changes and other low risk internet transactions stipulated by the competent authority, the actual services are subject to the services currently provided by the Bank's Digital Banking Service platform and the services newly added hereafter.

二、嗣後如本行開辦其他網路銀行服務（包括但不限於電子轉帳及交易指示類服務項目），本行將以書面或電子郵件通知客戶，客戶得向本行以書面申請或其他約定之方式啟用。

2. If the Bank commences other Digital Banking Services (including but not limited to the services of electronic transfer and transaction instructions) afterwards, the Bank will notify the Client in writing or by email, and the Client may apply for in writing and activate the use of the services by other means agreed upon with the Bank.

三、本行應於本契約載明提供之服務項目，如於網路銀行網站呈現相關訊息者，並應確保該訊息之正確性，其對消費者所負之義務不得低於網站之內容。

3. The Bank shall specify its services in this Agreement. If relevant information appears on the Bank's website, the Bank shall ensure the accuracy of such information and the Bank's obligations to consumers shall not be less than those stated on its website.

第七條 （連線所使用之網路）

Article 7 Internet Used for Digital Connection

一、本行及客戶同意使用網路進行電子文件傳送及接收。

1. The Client and the Bank agree to use the internet for the transfer and reception of eDocuments.

二、本行及客戶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。

2. The Client and the Bank shall enter into an internet service agreement with their own internet service provider respectively in terms of the rights and obligations thereof, and shall each be responsible for their own expenses for using the internet.

第八條 （電子文件之傳輸、接收與回應）

Article 8 Transmission, Reception and Response of eDocuments

一、若客戶要求透過網路銀行服務平台接收本行發送之相關通訊，以取代實體相關通訊，則客戶於本行在網路銀行服務平台上或透過網路銀行服務平台發佈或傳輸相關通訊、以供客戶或被授權使用者存取時，客戶應被視為已接獲相關通訊，無論該等電子文件是否實際被客戶及 / 或被授權使用者接獲、存取或閱讀。

1. Where the Client has requested to receive Correspondence from the Bank via the Digital Banking Services platform in lieu of physical Correspondence, the Client shall be deemed to have received the correspondence upon the posting or transmission by the Bank of the Correspondence onto or via the Digital Banking Services platform for the Client or its Authorized User(s) to have access to, regardless of whether the eDocuments are actually received, accessed or read by the Client and/or its Authorized User(s).

二、本行接收含數位簽章或經本行及客戶同意用以辨識身分之電子文件後，除查詢之事項外，本行應提供該交易電子文件中重要資訊之網頁供客戶再次確認後，即時進行檢核及處理，並將檢核及處理結果，以雙方約定之方式通知客戶。

2. After receiving the Digital Signatures or the eDocuments agreed upon by the Client and the Bank for identity check, the Bank shall provide with the Client the webpage address which contains the important information in the eDocuments of the subject transaction for the Client's re-confirmation before immediate verification and processing; the Bank shall notify the Client about the verification and processing results by means agreed upon by both parties.

三、本行或客戶接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送。但本行可確定客戶身分時，應立即將內容無法辨識之事實，以雙方約定之方式通知客戶。

3. If the Bank or the Client receives any eDocument from each other which is unable to recognize the identity or the content, the eDocument will be deemed to have not been transmitted. However, if the Bank can determine the identity of the Client, the Bank shall immediately notify the Client that the content cannot be recognized by means agreed upon by both parties.

四、客戶有責任（並要求被授權使用者）定期查閱網路銀行服務平台中之電子文件。客戶或被授權使用者延遲或遺漏查閱均應由客戶自行承擔風險和責任。

4. It is the Client's duty to (and to ask its Authorized User(s) to) regularly consult the eDocuments available in the Digital Banking Services platform. Any delay or omission on the Client's or its Authorized User(s)' part to do so shall be solely at the Client's own risk and responsibility.

五、儘管客戶已授權本行透過網路銀行服務平台向客戶發送所有相關通訊、以替代紙本形式之實體相關通訊，本行保留經全權決定後隨時向客戶發送實體相關通訊之權利，無論是附加於電子文件還是替代電子文件。對於本行根據本項採取之任何行動，本行不會客戶或任何其他人士或實體承擔任何法律責任。

5. Notwithstanding the Client's authorization for the Bank's transmission of all Correspondence to the Client via the Digital Banking Services platform in lieu of physical Correspondence in paper form, the Bank reserves the right at its sole discretion to send to the Client physical Correspondence at any time, whether in addition to or in replacement of eDocuments. The Bank shall not be liable to the Client or any other person or entity in any manner whatsoever for any action taken by the Bank pursuant to this provision.

第九條 （電子文件之不執行）

Article 9 Non-execution of eDocuments

一、如有下列情形之一，本行得不執行任何接收之電子文件：

1. In the event of any of the following situations, the Bank may choose not to execute any received eDocuments:

(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。

(1) It is suspicious with specific reasons for the truthfulness of the eDocument or the correctness of the specified matter.

(二) 本行依據電子文件處理，將違反相關法令之規定者。

(2) The Bank will violate applicable laws and regulations if the Bank processes the eDocuments.

(三) 本行因客戶之原因而無法於帳戶扣取客戶所應支付之費用者。

(3) The Bank is unable to debit the fees payable from the Client's account due to reasons attributable to the Client.

二、本行不執行前項電子文件者，應同時將不執行之理由及情形，以雙方約定之方式通知客戶，客戶受通知後得以雙方約定方式向本行確認。

2. If the Bank decides not to process the eDocuments in the preceding paragraph, the Bank shall simultaneously notify the Client about the situation of and reason for not processing the eDocuments by means agreed upon by both parties, and the Client may confirm with the Bank by means agreed upon by both parties after receiving the notice.

第十條 （電子文件交換作業時限）

Article 10 Time Limit for eDocument Exchange Operations

一、電子文件係由本行電腦自動處理，客戶發出電子文件，經客戶依第八條第二項本行提供之再確認機制確定其內容正確性後，傳送至本行後即不得撤回。但未到期之預約交易在本行規定之期限內，得撤回、修改。

1. The eDocuments are automatically processed by the Bank's computer system, and the eDocuments sent by the Client to the Bank may not be withdrawn after being sent to the Bank following the verification of the correctness of the content according to the re-confirmation mechanism provided by the Bank under Paragraph 2, Article 8. However, an unexpired scheduled transaction may be withdrawn or amended within the time limit set by the Bank.

二、若電子文件經由網路傳送至本行後，於本行電腦自動處理時已逾本行營業時間時（轉帳作業為下午3:30，其他有價證券交易可能因有價證券種類而有所不同），本行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他約定方式處理。

2. If the eDocument has been sent to the Bank by internet and is under automatic processing in the Bank's computer after the Bank's business hours (3:30 p.m. for account transfer business; the business hours for other securities transactions may vary due to the kinds of securities), the Bank shall immediately notify the Client by eDocuments that the transaction will be processed on the next business day or will be handled by other means as agreed upon.

三、網路銀行服務各項交易之服務時間悉依本行各項服務受理時間為準。

3. The business hours of transactions for Digital Banking Services shall be subject to the acceptance hours of services for the Bank.

第十一條 (費用)

Article 11 Fees

一、客戶自使用本契約服務之日起，應依約定收費標準向本行支付客戶及被授權使用者網路銀行服務之使用費、服務費、手續費及郵電費（本行目前並未收取），並授權本行自客戶之帳戶內自動扣繳；如未記載者，本行不得收取。本行保留通知客戶後隨時修改此收費之權利。本條訂明之收費應為對本行費用表（經隨時修訂、補充或修改）中訂明之費用和收費之補充。

1. The Client shall pay the usage fee, service fee, handling fee and postal fee (which are not charged by the Bank currently) for the Client's and Authorized User(s)' use of the Digital Banking Services according to the agreed fee standard as from the date of using this service under this Agreement, and hereby authorizes the Bank to automatically debit such fees to the Client's account; the Bank shall not charge any fees not specified herein. The Bank reserves the right to amend the fee standards from time to time after notifying the Client. The fees set out in this provision shall be in addition to the fees and charges set out in the Bank's Fee Schedule as amended, supplemented or modified from time to time.

二、第一項收費標準於訂約後如有調整者，本行應於本行網站之明顯處公告其內容，並以雙方約定之方式使客戶得知（下稱「通知」）調整之內容。

2. In case of any adjustment to the fee standards in the Paragraph 1, the Bank shall announce the contents in an obvious place on the Bank's website, and shall make the Client aware of the adjusted contents by means agreed upon by both parties (the "Notice").

三、前項之調整如係調高者，本行應於網頁上提供客戶表達是否同意費用調高之選項。客戶未於調整生效日前表示同意者，本行將於調整生效日起暫停客戶使用一部或全部之網路銀行服務。客戶於調整生效日後同意費用調整者，本行應立即恢復本契約相關服務。

3. If the adjustment in preceding paragraph is an increase, the Bank shall provide the Client with an option to express whether the Client agrees to increase the fee on the webpage. If the Client does not agree before the effective date of the adjustment, the Bank will suspend the Client's use of part or all of the Digital Banking Services from the effective date of the adjustment. If the Client agrees to the fee adjustment after the effective date of the adjustment, the Bank shall immediately resume the relevant services under this Agreement.

四、前項本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。

4. The announcements and notices of the Bank in the preceding paragraph shall be made sixty (60) days before the adjustment takes effect, which shall not be earlier than the start of the following year after the announcement and notice.

第十二條 (客戶軟硬體安裝與風險)

Article 12 Client's Installation of Software/Hardware and Risks

一、您申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備及資源（包括但不限於電腦或行動裝置、數據機或路由器、電信網路連接及/或透過網際網路服務供應商（ISP）進行的網路存取），有關資源是支持您或您的被授權使用者連接至網路銀行服務的必要資源（總稱「有關係統」）。安裝所需之費用及風險，由您自行負擔。您應完全及全權負責確保有關係統的安全性，確保有關係統與網路銀行服務相容以便使用，在合理確實可行範圍內採取一切措施確保不使用任何未經授權的軟體，以及有關係統未超載，且不受通常可能影響網路銀行服務或本行系統的惡意軟體或缺陷影響。本行概不負責對有關係統中任何種類的任何不足或缺陷進行補救，或就有關係統提供任何維護。您應在合理確實可行範圍內採取一切措施，防止任何網路釣魚或社交工程攻擊。對於因有關係統直接或間接造成的影響網路銀行服務的任何故障、機能失靈或延誤或其他不利事件，而導致本行可能直接或間接蒙受或招致任何種類的一切損失、損害、請求、訴訟、法律程序、成本和支出（包括但不限於按全額賠償基準認定的法律費用）及其他法律責任，您須對本行為全額賠償。

1. You shall install your own computer software and hardware and other security-related equipment and resource required for using the services under this Agreement (including without limitation a computer or mobile device, a modem or router, connection to a telecommunications network and/or internet access through an internet service provider (ISP)) required for and to support your and/or your Authorized User(s)' connection to the Digital Banking Services (collectively, the "Relevant System"), and assume related installation expenses and associated risks. You shall be fully and solely responsible for ensuring the security of the Relevant System, ensuring that the same is compatible for use with the Digital Banking Services, taking all reasonably practicable measures to ensure that no unauthorized software is used and that the Relevant System is not overloaded and is free from Malware or defects which may affect the Digital Banking Services or the Bank's systems generally. The Bank will not be responsible for remedying any deficiency or defect of any kind in the Relevant System or providing any maintenance in relation to the same. You shall further take reasonably practicable measures to guard against any phishing or social engineering attacks. You shall fully indemnify the Bank from and against all losses, claims, demands, actions, proceedings, cost and expenses (including but not limited to legal fees on a full indemnity basis) and other liabilities whatsoever which the Bank may sustain or incur directly or indirectly arising from any breakdown, malfunction or delay in or other adverse events affecting the Digital Banking Services caused directly or indirectly by the Relevant System.

- 二、您須全權負責承擔網路及電話通訊、硬體、安全軟體之成本；與安裝、使用、維護或操作任何其他裝置有關之成本；以及與您使用網路銀行服務有關之所有其他成本和支出。
2. You shall be solely responsible for the cost of internet and telephone communications, hardware, security software, costs relating to the installation, use, maintenance or operation of any other equipment and all other costs and expenses relating to your use of the Digital Banking Services.
- 三、第一項及第二項軟硬體設備及相關文件如係由本行所提供，本行僅同意客戶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。本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。
3. If the hardware and software equipment and related documents in Paragraphs 1 and 2 hereof are provided by the Bank, the Bank agrees that the Client may only use them within the agreed service scope, and may not transfer, lend or deliver them to any third party by any means. The Bank shall also set out the minimum software and hardware requirements for this service on its website and the packaging of the hardware and software provided, and shall bear the risks of the hardware and software provided.
- 四、客戶於契約終止時，如本行要求返還前項之相關設備，應以契約特別約定者為限。
4. Upon the termination of this Agreement, the Bank may only request the return of the relevant equipment in the preceding paragraph to the extent that there is any special agreement between the parties.
- 五、只有依照本行之最新指示、程序及指令，透過使用安全憑證，本行才可以向客戶及／或被授權使用者授予存取和使用網路銀行服務或其任何部分之權利。例如，本行將向每位被授權使用者發放一個「**網路連接套件**」，當中包含使用者ID、PIN、動態密碼產生器及／或動態密碼，目的是用以驗證客戶及／或被授權使用者之身分，以存取及／或使用線上銀行服務。為了使用及／或存取線上銀行服務，被授權使用者必須在電子資料處理系統中，輸入其使用者ID、PIN及動態密碼產生器上顯示之數字或動態密碼。
5. Access to and the use of the Digital Banking Services or any part thereof may be granted by the Bank to the Client and/or its Authorized User(s) only through the use of Security Credentials in accordance with the Bank's latest instructions, procedures and directions. For instance, the Bank will issue to each Authorized User, an "**Internet Connection Kit**" consisting of a User ID, PIN, Internet Banking Token and/or OTP for the purposes of authenticating the Client's and/or Authorized User's access and/or use of the Internet Banking Service. In order to use and/or access the Internet Banking Service, an Authorized User will be requested to input its User ID, PIN and number shown on the Internet Banking Token or OTP in the electronic data processing system.
- 六、本行有權在不說明任何原因的情況下，隨時拒絕提供資訊和通訊，並要求使用者透過任何其他或替代方式識別自身身分。
6. The Bank has the right, at any time and without giving any reason, to refuse to provide information and communications and to require that the User identifies itself by any other or alternative means.
- 七、本行須按照本契約及申請表中所載之方式，向客戶及被授權使用者發送安全憑證。安全憑證之使用必須符合本契約和使用條款。客戶須全權負責確保所有被授權使用者遵循本契約（包括使用條款）。
7. The Bank shall send the Client and the Authorized User(s), the Security Credentials in the manner set out in this Agreement and the Application Form. The Security Credentials must be used in accordance with this Agreement and the Terms of Use. The Client shall be solely responsible for the compliance by all Authorized Users with this Agreement (including the Terms of Use).
- 八、一旦系統基於肯定驗證獲得獲授權之存取，以進一步使用安全憑證，本行有權將存取系統之人士視為客戶或被授權代表並獲授權使用網路銀行服務，因此本行允許就相關帳戶使用網路銀行服務。客戶了解，本行並無責任進行身分檢查，並有權毫無保留地接受利用客戶及／或被授權使用者安全憑證透過網路銀行服務所為之所有行為。客戶同意並接受，本行並無責任檢查透過網路銀行服務作出之任何指示之可信性、來源或真實性，亦無責任檢查發出或看來是發出該等指示之人士之授權或權利。透過網路銀行服務傳輸或發出並由本行接收之與客戶或被授權使用者安全憑證相關之所有指示、通訊、數據或資訊應被視為不可撤銷，本行有權根據任何該等指示行事，毋須獲得進一步同意。儘管如此，本行有權依第九條之規定拒絕就任何該等指示採取行動或不及時採取行動。
8. Once the system has authorized access on the basis of a positive authentication further to the use of the Security Credentials, the Bank is entitled to consider the person accessing the system as the Client or its authorized representative and thus as authorized to use the Digital Banking Services and the Bank may therefore allow the use of the Digital Banking Services in relation to the Account(s). The Client acknowledges that the Bank is not in a position to carry out identification checks, and is entitled to accept without reservation all actions carried out through the Digital Banking Services with the Client's and/or Authorized User's Security Credentials. The Client agrees and accepts that the Bank will not be in a position to examine the plausibility, origin or authenticity of any instruction given through the Digital Banking Services or the authority or entitlement of the persons who issue or purport to issue such instructions. All instructions, communication, data, or information transmitted or issued through the Digital Banking Services and received by the Bank which are referable to the Client's or its Authorized User(s)' Security Credentials shall be deemed to be irrevocable and the Bank is entitled to act upon any such instructions without requiring any further consent. Notwithstanding this, the Bank is entitled to decline to act or refrain from acting promptly upon any such instructions in accordance with Article 9.

- 九、存取和使用網路銀行服務之條款及條件可隨時根據第二十八條規定之程序予以更改。特別是，本行保留更改或增補安全憑證、用於連接目的數據或安全功能、程序或系統之權利，而毋須向您為任何事先通知。
9. The terms and conditions for access to and use of the Digital Banking Services may be changed at any time in accordance with the procedure set out in Article 28. In particular, the Bank thus reserves the right to change or supplement the Security Credentials, the data used for connection purposes or the security features, procedures or system without any prior notice to you.
- 十、本行向您提供之與安全憑證相關或作為安全憑證一部分使用之所有資源、裝置或其他工具，依然是本行之獨有及專屬財產。
10. All resources, devices or other means provided by the Bank to you for use in relation to or as part of Security Credentials shall remain the sole and exclusive property of the Bank.

第十三條 (生物特徵身分驗證法)

Article 13 Biometric Authentication Method

- 一、若客戶及 / 或被授權使用者已註冊生物特徵身分驗證法，本行可透過驗證生物特徵憑證（可能涉及使用第三方識別功能），來驗證客戶及 / 或被授權使用者對某些網路銀行服務（或其若干部分）之存取或使用。
1. Where a Client and/or Authorized User is registered for the Biometric Authentication Method, the Bank may authenticate the Client and/or Authorized User's access or use of certain Digital Banking Services (or certain parts thereof) through the verification of Biometric Credentials, which may involve use of Third Party Recognition Features.
- 二、若使用第三方識別功能以驗證生物特徵憑證，則本行並無責任驗證該等生物特徵憑證實際上是否屬於客戶或被授權使用者。
2. Where the verification of Biometric Credentials utilizes Third Party Recognition Features, the Bank owes no duty to verify whether such Biometric Credentials actually belong to the Client or its Authorized User.
- 三、若客戶或被授權使用者需要在指定裝置上註冊其生物特徵數據以存取網路銀行服務，則客戶及每位被授權使用者均不得或不被允許在該等指定裝置上註冊任何第三方生物特徵數據。此舉可能會使這些第三方能夠不經授權而存取網路銀行服務。在啟動該等指定裝置存取或使用生物特徵身分驗證法之前，客戶及每位被授權使用者均須刪除在指定裝置上註冊的任何第三方生物特徵數據。
3. Where the Client or its Authorized User(s) are required to enroll their biometric data on the Prescribed Devices to access the Digital Banking Services, the Client and each Authorized User shall not enroll or permit the enrolment of any third party biometric data on such Prescribed Devices. Doing so might enable such third parties to gain unauthorized access to the Digital Banking Services. The Client and each Authorized User shall delete any third party biometric data enrolled on the Prescribed Devices prior to activating such Prescribed Devices for the purposes of accessing or using the Biometric Authentication Method.
- 四、第三方識別功能屬於第三方所有。使用該等第三方識別功能須符合該等第三方識別功能之第三方供應商之適用條款及條件。對於因使用該等第三方識別功能並結合生物特徵身分驗證法而直接或間接引起之任何損失、損害或支出，本行概不承擔任何法律責任或責任。
4. The Third Party Recognition Features are proprietary to third parties. The use of such Third Party Recognition Features shall be in accordance with the applicable terms and conditions of the third party provider of such Third Party Recognition Feature. The Bank shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of such Third Party Recognition Features in conjunction with the Biometric Authentication Method.

第十四條 (使用者之責任)

Article 14 Duty of User

- 一、您必須在收到本行向您發送之初始PIN、安全憑證及任何密碼後立即更改，並銷毀載有該等初始PIN、安全憑證及任何密碼之文件。您不應將您的安全憑證不加掩飾地寫下來，且不應使用相同之安全憑證來存取其他網路網站或數位服務。您不應使用易於存取之個人資料（例如電話號碼或出生日期）作為安全憑證或密碼。
1. You must change the initial PIN, Security Credentials and any secret code sent to you by the Bank immediately upon receipt and destroy the document containing such initial PIN, Security Credentials and any secret code. You should not write down your Security Credentials without disguising it and you should not use the same Security Credentials to access other internet websites or digital services. You should not use easily accessible personal information such as telephone numbers or date of birth as Security Credentials or passwords.
- 二、本行強烈建議定期更改PIN。不應選擇易於識別之PIN（例如出生日期、電話號碼等），亦不應把PIN寫下來。您全權負責保持並確保您的被授權使用者保持安全憑證之保密性、安全性及安全性，保持指定裝置之安全，並控制及確保您

的被授權使用者控制有關安全憑證和指定裝置之使用及網路銀行服務之一般使用。您亦應閱讀、瞭解並遵守本行不時指定或提供的有關網路銀行服務之安全建議及措施。建議您參考本行之安全指引，該等指引可查閱本行網站<https://wealth.bnpparibas.asia/ebanking/#/login/user>以及本行不時發佈之任何其他安全建議。

2. **The Bank strongly recommends that the PIN be changed regularly.** Easily identifiable PIN (such as birth dates, phone number etc.) must not be chosen and the PIN should never be put in writing. It is the sole responsibility of you to keep, and to ensure that your Authorized User(s) keep(s), the Security Credentials confidential, safe and fully secure, the Prescribed Devices safe and secure, and to control and ensure that your Authorized User(s) control(s) the use of the Security Credentials and Prescribed Devices and the use of the Digital Banking Services generally. You should also read, understand and comply with the security advice and measures regarding Digital Banking Services specified or provided by the Bank from time to time. You are advised to refer to the Bank's Security Guidelines which can be found on the Bank's website at <https://wealth.bnpparibas.asia/ebanking/#/login/user> and any other security advice issued by the Bank from time to time.

三、您必須保持安全憑證之保密性及安全性，並採取一切必要措施防止未經授權之人士使用安全憑證及指定裝置。於任何情況下，都不得將安全憑證或任何存取指定裝置之方式揭露或轉移給其他人士，包括任何表示其代表本行或法國巴黎銀行集團旗下任何組織之人士。您不得允許任何其他人士使用您的安全憑證或指定裝置。

3. You must keep confidential and secure the Security Credentials and take all necessary measures to prevent the use of Security Credentials and Prescribed Devices by unauthorized persons. Under no circumstances may the Security Credentials or any means to access the Prescribed Devices be disclosed or transferred to other person, including to any person presenting himself/herself as representing the Bank or any organization within the BNP Paribas group. You shall not allow any other person to use your Security Credentials or Prescribed Devices.

四、客戶承諾告知所有被授權使用者本條款，並監督被授權使用者遵循本條款並促使被授權使用者完全遵循本契約。

4. The Client undertakes to inform all Authorized User(s) this Article, to supervise compliance therewith and to procure the full compliance of this Agreement by all Authorized User(s).

五、若您的任何安全憑證或指定裝置有任何遺失、遭到揭露或盜竊或未經授權使用，或出現與網路銀行服務之任何存取或使用有關之任何違反或疑似違反安全性之行為或任何其他安全事件，客戶應立即以下列方式通知本行：

5. The Client must immediately report to the Bank any loss or disclosure or theft or unauthorized use of any of your Security Credentials or Prescribed Devices or any breach or suspected breach of security in relation to any access or use of the Digital Banking Services or any other security incidents by the following means:

(一) 通知您的客戶關係經理或業務助理；或

(1) notifying your Relationship Manager or Marketing Associate; or

(二) 撥打本行不時通知或在本行網站不時提供的其他電話號碼。

(2) dialing at such other numbers which are notified by the Bank or made available in the Bank's website from time to time.

六、本行網路銀行服務僅限客戶及被授權使用者存取。客戶承諾，若授予任何被授權使用者之任何授權終止，應立即告知本行。若本行收到撤銷被授權使用者之任何授權，本行將在合理可行範圍內盡快阻止有關該被授權使用者對網路銀行服務之存取。

6. Access to the Digital Banking Services shall be restricted solely to the Client and its Authorized User(s). The Client undertakes to immediately inform the Bank of any termination of authorization(s) granted to any Authorized User(s). In the event the Bank receives the withdrawal of any authorization of an Authorized User, access to the Digital Banking Services by such Authorized User(s) shall be prevented as soon as it is reasonably practicable for the Bank to do so.

七、於不抵觸第十九條第四項之範圍內，您對於因使用、遺失或濫用安全憑證或指定裝置而引起的一切後果，承擔全部責任。此外，本行保留就提供任何新安全憑證向您收費之權利。

7. To the extent not contradicting with Paragraph 4, Article 19, you bear the full responsibility for all consequences arising from the use, loss or misuse, of the Security Credentials or Prescribed Devices. Furthermore, the Bank reserves the right to charge you for the delivery of any new Security Credentials.

八、客戶有責任在合理可行範圍內儘速通知本行其不同意的任何交易。

8. The Client has the duty to report immediately to the Bank any transaction it disagrees as soon as practically possible.

第十五條 (客戶連線與責任)

Article 15 Client's Connection and Responsibilities

一、本行與客戶有特別約定者，必須為必要之測試後，始得連線。客戶對本行所提供之使用者代號、密碼、安全憑證及其它足以識別身分之工具，應負保管之責。

1. If the Bank enters into any special agreement with the Client, necessary tests must be made prior to the connection. The Client shall be responsible for the custody of the user code, password, Security Credential and other tools provided by the Bank which is sufficient to recognize the identity.
- 二、客戶輸入前項密碼連續錯誤達五次時，本行電腦即自動停止客戶使用本契約之服務。客戶如擬恢復使用，應依約定辦理相關手續。
2. **When the Client wrongfully enters the preceding password for consecutively five (5) times, the Bank's computer will automatically suspend the Client's use of this service under this Agreement.** If the Client intends to resume the use, the Client shall proceed with the relevant procedures agreed upon by both parties.

第十六條 (交易及支付指令)

Article 16 Transactions and Payments Orders

- 一、於不抵觸第九條規定之前提下，本行有權經全權決定後拒絕及 / 或不執行本行透過網路銀行服務接獲之任何交易或支付指令、指示或通訊，而毋須說明拒絕或不執行原因。尤其是，若相應之支付指令、指示或通訊模糊不清、有衝突、不完整或不準確，或者應被借記之相關帳戶沒有足夠之餘額或信用額度（由於交易規模或支付額度過大），本行可拒絕交易或不執行交易或支付指令、指示或通訊。本行亦可依據法律或監管要求或關切，或者禁止執行有關指令之行政或司法規定，進一步拒絕任何交易或支付指令、指示或通訊。
 1. To the extent not contradicting with Article 9, the Bank is entitled to reject and/or not to execute any transaction or payment orders, instructions or communications received by the Bank via the Digital Banking Services, in its sole discretion without having to give reasons for such rejection or non-execution. The Bank may in particular reject or not to execute a transaction or a payment order, instruction or communication if it is ambiguous, conflicting, incomplete or inaccurate, or if the Account to be debited does not have sufficient balance or credit limit, due to the size of the transaction or of the payment. The Bank may further also reject any such transaction or payment orders, instructions or communications due to legal or regulatory requirements or concerns, or administrative or judicial provisions prohibiting the execution of such orders.
- 二、本行透過網路銀行服務收到之證券交易和支付指令，以及任何交割指示未必能立即或於二十四小時內處理，相關處理依據相關證券交易所之交易日和交易時間，以及公眾假期，或本行及 / 或相關處理部門之工作時間及 / 或網路銀行服務之速度或任何中斷而定。
 2. Securities transactions and payment orders and any settlement instructions received by the Bank via the Digital Banking Services may not be processed immediately or on a 24 hours basis, but are dependent on the trading days and times of the relevant stock exchange and the public holidays or the working hours of the Bank and/or those of the processing unit and/or the speed or any disruption in/of the Digital Banking Services.
- 三、對於未按時執行本行透過網路銀行服務收到之指令及 / 或交割指示，或因此導致之（特別是因為價格損失而導致的）任何損害，本行概不負責。
 3. The Bank shall not be liable for orders and/or settlement instructions received by the Bank via the Digital Banking Services that are not executed on time, or for any damage (especially as a result of price losses) in relation thereto.
- 四、對於因網路銀行服務之任何中斷或故障而導致未執行本行透過網路銀行服務收到之指令及 / 或交割指示，本行概不負責。
 4. The Bank shall not be liable for orders and/or settlement instructions received by the Bank via the Digital Banking Services that are not executed due to any disruption or malfunction of the Digital Banking Services.
- 五、除另有約定者外，對於客戶及 / 或被授權使用者透過網路銀行服務傳輸交易指示招致之任何風險及損失，尤其是傳輸錯誤、未經授權之人士或機構仿冒、偽造、駭客入侵或解密，技術性違約、崩潰或中斷、網路超載、曲解簡訊、第三方故意封鎖電子網路、網路操作導致存取中斷或無法進行、本行無法確保或遲延執行本行透過網路銀行服務收到之任何指示，本行概不負責。
 5. Unless otherwise agreed, the Bank shall not be liable for any risks and loss resulting from the method used by the Client and/or its Authorized User(s) for the transmission of transaction instructions via the Digital Banking Services in particular transmission errors, impersonation, forgery, hacking or deciphering by unauthorized persons or authorities, technical defaults, breaking downs or interruptions, network overload, distortion of messages, deliberate clogging of the electronic network by third parties, access breaking down or made impossible by network operations and the ensuing impossibility or delay for the Bank in implementing any instructions that the Bank receives via the Digital Banking Services.
- 六、客戶及 / 或被授權使用者只能透過網路銀行服務平台對本行或其代表未推介之產品和投資下達投資指令或交易。凡關於本行推介之產品和投資之投資指令和交易，只能透過電話或其他書面方式（如信件、傳真或電子郵件）依授權書或獲本行接受、訂明安排之其他協議規定之方式為之。

6. The Client and/or Authorized User(s) shall only place investment orders or transaction via Digital Banking Services platform for products and investments which are NOT solicited or recommended by the Bank or its representatives. All investment orders and transactions on products and investments solicited or recommended by the Bank shall only be placed via telephone or other written means (such as by letter, facsimile or email) as prescribed in the mandate or such other agreement setting out the arrangement and accepted by the Bank.
- 七、於不抵觸第十九條第四項規定之前提下，凡客戶及 / 或被授權使用者透過網路銀行服務平台下達之所有交易和指令均對客戶具有拘束力。客戶應對透過網路銀行服務平台下達之所有交易和指令承擔全部責任。
7. To the extent not contradicting with Paragraph 4, Article 19, all transactions and orders placed by the Client and/or the Authorized Users via Digital Banking Services platform shall be binding against the Client. The Client shall be fully liable and responsible for all transactions and orders placed via the Digital Banking Services platform.
- 八、客戶確認並同意本行得依雙方簽署之總約定書及其他相關規定，就客戶及 / 或被授權使用者透過網路銀行服務平台下達之所有交易及指令相關應給付或收取之金額（包含交割款項及相關費用）之扣帳或入帳，均得自客戶於本行所開立及指定之帳戶中提取或存入之。
8. The Client confirms and agrees that the Bank may, according to the Master Agreement signed by both parties and other relevant provisions, withdraw or deposit the deduction or credit account of the relevant payment (including the settlement amount and relevant expenses) related to the transactions and orders placed by the Client and/or the Authorized Users via Digital Banking Services platform which shall be paid or charged from the account in the Bank opened and designated by the Client.

第十七條 （交易核對）

Article 17 Verification of Transactions

- 一、本行於每筆交易指示處理完畢後，以電子文件或雙方約定之方式通知客戶，客戶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或雙方約定之其他期限內，以雙方約定之方式通知本行查明。
1. After finishing processing each transaction instruction, the Bank shall notify the Client by eDocuments or means as agreed upon by both parties. The Client shall verify whether there is any error in the result. If there is any discrepancy, the Client shall, within forty-five (45) days from the date of completion of the use or other period agreed upon by both parties, notify the Bank to check by means as agreed upon by both parties.
- 二、本行應於每月對客戶以雙方約定方式寄送上月之交易對帳單（該月無交易時不寄）。客戶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或雙方約定之其他期限內，以雙方約定之方式通知本行查明。
2. The Bank shall send the transaction statement of the previous month to the Client each month by means as agreed upon by both parties (and will not be sent if there is no transaction in that month). If the Client considers that the transaction statement contains errors after verification, the Client shall notify the Bank by means as agreed upon by both parties to check within forty-five (45) days from the receiving date or other period agreed upon by both parties.
- 三、本行對於客戶之通知，應即進行調查，並於通知到達本行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。
3. The Bank shall immediately investigate the Client's notice and notify the Client in writing of the situation or the investigation result within thirty (30) days from the day when the notice is delivered to the Bank.

第十八條 （電子文件錯誤之處理）

Article 18 Handling of Errors in eDocuments

- 一、客戶利用本契約之服務，其電子文件如因不可歸責於客戶之事由而發生錯誤時，本行應協助客戶更正，並提供其他必要之協助。
1. When the Client uses this service under this Agreement, in case of any error in the eDocuments which is not attributable to the Client, the Bank shall assist the Client to make corrections and provide other necessary assistance therefor.
- 二、前項服務因可歸責於本行之事由而發生錯誤時，本行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知客戶。
2. In the event that an error occurs due to a cause attributable to the Bank, the Bank shall make corrections immediately upon its knowledge, and simultaneously notify the Client by eDocuments or by means as agreed upon by both parties.
- 三、客戶利用本契約之服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬客戶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，一經客戶通知本行，本行應即辦理以下事項：

3. When the Client uses this service under this Agreement and there is any error in the eDocument due to the causes attributable to the Client, in the event that such error is in the financial institution code, deposit account or amount applied for or operated by the Client for inward transfer, which results in wrongfully transferring to a third party's account or an error in the transfer amount, once the Client notifies the Bank, the Bank shall handle the following matters immediately:
- (一) 依據相關法令提供該筆交易之明細及相關資料。
 - (1) To provide details of the transaction and relevant information in accordance with applicable laws and regulations.
 - (二) 通知轉入行協助處理。
 - (2) To notify the inward transfer bank for assistance.
 - (三) 回報處理情形。
 - (3) To report on the processing situations.

第十九條 (電子文件之合法授權與責任)

Article 19 Due Authorization of eDocuments and Responsibilities

- 一、網路銀行服務僅供客戶及被授權使用者使用。客戶不得准許或允許並非被授權使用者之任何第三方存取或使用網路銀行服務。客戶了解，對被授權使用者存取或使用網路銀行服務之控制，須完全由客戶負責。本行可信賴各被授權使用者或使用客戶或被授權使用者之安全憑證之任何人士（無論客戶是否授權）代表其採取任何行動或傳輸任何資訊、指示和其他通訊之權限。凡由被授權使用者或使用客戶或被授權使用者之安全憑證之任何人士（無論客戶是否授權）使用及/或存取網路銀行服務，均視為由客戶使用及/或存取。於適用之情況下，凡有關客戶使用及/或存取網路銀行服務之說明，應被視為包括由被授權使用者使用及/或存取。
1. The Digital Banking Services is for the sole use of the Client and its Authorized User(s). The Client shall not permit or allow any third party who is not an Authorized User to access or make use of the Digital Banking Services. The Client acknowledges that control of the Authorized User(s) to access or use the Digital Banking Services is entirely the responsibility of the Client. The Bank may rely on the authority of each Authorized User or any person (whether Authorized or unauthorized by the Client) using the Client's or Authorized User's Security Credentials to do any act or transmit any information, instructions and other communications on its behalf. All use and/or access of the Digital Banking Services by each Authorized User or any person (whether Authorized or unauthorized by the Client) using the Client's or Authorized User's Security Credentials shall be deemed the Client's use and/or access. Where applicable, references to the Client's use and/or access of the Digital Banking Services shall be deemed to include its Authorized User(s)' use and/or access.
- 二、本行及客戶應確保所傳送至對方之電子文件均經合法授權。
2. The Bank and the Client shall ensure that the eDocuments sent to the counterparty are legally authorized.
- 三、本行或客戶於發現有第三人冒用或盜用使用者代號、密碼、安全憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以雙方約定方式通知他方停止使用該服務並採取防範之措施。
3. If the Bank or Client discovers that there is any fraudulent use or misappropriation of the user code, password, Security Credential, Private Key, or any other situation without legal authorization, it shall immediately notify the other party by the method agreed upon to stop using the service and take preventive measures accordingly.
- 四、本行接受前項通知前，對第三人使用該服務已發生之效力，由本行負責。但有下列任一情形者，不在此限：
4. Before accepting the notice in the preceding paragraph, the Bank shall be responsible for the effectiveness of the third party's use of the service, save for any of the following situations:
- (一) 本行能證明客戶有故意或過失。
 - (1) The Bank can prove that the Client has any intention or negligence.
 - (二) 本行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟客戶有特殊事由（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，但本行有故意或過失者，不在此限。
 - (2) More than forty-five (45) days have passed after the Bank notifies the transaction verification materials or bills by means agreed upon by both parties. However, if the Client has special reasons (such as long-distance travelling, hospitalization, etc.) and thus cannot be notified, the forty-five (45) days will be counted from the end of such special reason, except that the Bank has any intention or negligence.
- 五、針對第三項冒用、盜用事實調查所生之鑑識費用由本行負擔。
5. The cost of investigation for the fact of any fraudulent use and misappropriation under Paragraph 3 hereof shall be borne by the Bank.

第二十條 (資訊系統安全)

Article 20 Security of Information System

- 一、本行及客戶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、毀損業務紀錄或客戶個人資料。
 1. The Bank and the Client shall each ensure the security of the information system used so as to prevent illegal hacking, acquisition, tampering, or damage to business records or the Client's personal data.
- 二、第三人破解本行資訊系統之保護措施或利用資訊系統之漏洞爭議，由本行就該事實不存在負舉證責任。
 2. For disputes arising from a third party's crack of protection measures of the Bank's information system or using the loopholes in the information system, the Bank shall bear the burden of proof for the non-existence of such fact.
- 三、第三人入侵本行資訊系統對客戶所造成之損害，由本行負擔。
 3. The damage caused to the Client from a third person's intrusion of the Bank's information system shall be borne by the Bank.

第二十一條 (保密義務)

Article 21 Confidentiality Obligations

- 一、對於網路銀行服務之所有詳情、就此發出之所有相關材料和文件、使用條款及所有連接和身分識別資料（總稱「**相關資訊**」），客戶須嚴格保密並確保被授權使用者嚴格保密，且不得向任何人士透露或揭露相關資訊或其任何部分。若客戶及 / 或被授權使用者獲知或有理由相信相關資訊之保密性可能被違反或不再被保障，尤其是（但不限於）任何遺失、盜竊或未經授權使用，則必須立即告知本行。
 1. The Client shall keep and shall ensure that its Authorized User(s) keep(s), all details of the Digital Banking Services, all related materials and documentation issued in connection therewith, the Terms of Use and all connection and identification data (collectively, the "Information") strictly confidential and not reveal or disclose the same or any part thereof to any person. The Client and/or its Authorized User(s) must immediately inform the Bank if it has any notice of or reason to believe that the confidentiality of the Information may be breached or no longer be guaranteed, in particular but without limitation in the event of any loss, theft or unauthorized use.
- 二、除其他法令另有規定外，本行應確保所交換之電子文件因使用或執行本契約服務而取得客戶之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經客戶同意告知第三人時，應使第三人負本條之保密義務。
 2. Unless otherwise provided under the laws and regulations, the Bank shall ensure that the exchanged eDocuments where the Client's information is obtained for the use or execution of this service shall not be disclosed to any third party, nor may be used for purposes unrelated to this Agreement, and when the Client agrees to inform a third party, the Bank shall cause such third party to comply with the confidentiality obligations under this Article.
- 三、前項第三人如不遵守此保密義務者，視為本人義務之違反。
 3. If the third party in the preceding paragraph fails to comply with the confidentiality obligations thereof, it shall be deemed as a violation by the principal.

第二十二條 (其他義務、聲明及授權)

Article 22 Other Obligations, Representations and Authorizations

- 一、您了解使用開放之電信網路（如網際網路）存在危險，並向本行聲明您瞭解及完全接受與此有關之風險。您聲明您將透過使用適當及安全之IT設定，尤其是透過安裝定期更新之軟體以偵測及消除惡意軟體，妥善保護自身並促使各被授權使用者妥善保護自身免受駭客入侵之影響。您進一步聲明，您已確認網路銀行服務以及您及任何您的被授權使用者對該服務之使用，完全遵守適用法律及法規。
 1. You acknowledge the dangers linked to the use of open telecommunications networks such as internet and represents to the Bank that you are aware of and fully accepts the risks associated therewith. You represent that you will duly protect yourself and shall procure that any and each of your Authorized User(s) shall duly protect itself, against the effects of hacking by using an appropriate and secure IT configuration, and in particular by installing regularly updated software to detect and destroy Malware. You further represent that you have checked that the Digital Banking Services and its use by you and any and each of your Authorized User(s) fully comply with applicable laws and regulations.
- 二、客戶及 / 或被授權使用者對透過網路銀行服務平台作出之任何條款、安排、文件或相關通訊或者網路銀行服務之任何接受表示 / 行為應被視為客戶已有效接受，並自該等接受表示 / 行為發生之日起對客戶具有約束力。
 2. Any indication/act of acceptance by the Client and/or its Authorized User(s) of any terms, arrangement, documents or Correspondence which are made via the Digital Banking Services platform or the Digital Banking Services shall be deemed as valid acceptance of the Client and shall be binding on the Client from the moment on which such indication/act of acceptance takes place.

第二十三條（免責聲明）

Article 23 Disclaimer

一、網路銀行服務及所有安全憑證按現狀提供。本行不就網路銀行服務或透過網路銀行服務提供之任何資訊和材料提供任何種類之默示、明示或法定保證，包括但不限於任何有關所有權、不侵犯第三方權利、適合性、品質令人滿意、適用於特定用途及不含任何惡意軟體之保證。在不損害前述條文之一般性之前提下，本行不保證：

1. The Digital Banking Services and all Security Credentials are provided "as is" and "as available". NO WARRANTY OF ANY KIND, IMPLIED, EXPRESS OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM MALWARE IS GIVEN IN CONJUNCTION WITH THE DIGITAL BANKING SERVICES OR ANY INFORMATION AND MATERIALS PROVIDED THROUGH THE DIGITAL BANKING SERVICES. Without prejudice to the generality of the foregoing, the Bank does not warrant:

(一) 透過網路銀行服務提供內容之準確性、及時性、充分性或完整性；

(1) the accuracy, timeliness, adequacy or completeness of the content delivered through the Digital Banking Services;

(二) 您對網路銀行服務之使用及 / 或存取，或網路銀行服務之操作，將不受干擾、安全或沒有錯誤或遺漏，或任何已識別之缺陷將得到改善；

(2) that your use of and/or access to the Digital Banking Services, or the operation of the Digital Banking Services, will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected;

(三) 網路銀行服務及 / 或透過網路銀行服務提供之內容將滿足您的要求或不含任何惡意軟體；及

(3) that the Digital Banking Services and/or content delivered through the Digital Banking Services will meet your requirements or are free from any Malware; and

(四) 您使用網路銀行服務及 / 或其中之內容不會侵犯第三方權利。

(4) that use of the Digital Banking Services and/or the content therein by you will not infringe rights of third parties.

二、您了解並同意，本行不保證您使用網路銀行服務傳輸的或使用網路銀行服務向您傳輸的任何資訊之安全性。

2. You acknowledge and agree that the Bank does not warrant the security of any information transmitted by or to you using the Digital Banking Services.

三、本行可能會透過網路銀行服務提供或在其中包含各種來源（包括第三方內容供應商）的內容和應用程式。本行沒有義務監察或審查在網路銀行服務上進行或可透過網路銀行服務存取之討論、對話、會議、簡訊、貼文、傳輸等，概不就任何該等討論之內容，或者該等地點內之任何應用程式或內容所包含之任何錯誤、誹謗、遺漏、虛假、淫穢、褻瀆、不準確或任何其他令人反感之材料承擔任何責任或法律責任。任何其他網站或網頁之任何超連結並非對該等網站或網頁之認可或驗證（或關於該等網站或網頁不含惡意軟體之認可或驗證），存取該等網站或網頁之相關風險由您自行承擔。

3. Content and applications from various sources, including third party content providers, may be included or provided through the Digital Banking Services. The Bank is under no obligation to monitor or review discussions, conversations, conferences, messages, posts, transmissions, and the like on or accessible through the Digital Banking Services, and assumes no responsibility or liability arising from the content of any such discussions nor for any error, defamation, omission, falsehood, obscenity, profanity, inaccuracy or any other objectionable material contained in any applications or content within such locations. Any hyperlink to any other website or webpage is not an endorsement or verification of such website or webpage (or an endorsement or verification that such website or webpage is free from Malware) and should only be accessed at your own risk.

四、在不損害總約定書的情況下，您特別確認由網路銀行服務傳輸或透過網路銀行服務提供之資訊可能無法顯示交易所有方面之完整詳細資訊，特定日期之數據及餘額可能會受到尚未記錄、正在進行或將來將會發生之交易（無論是否在同一天）或其他因素之影響。網路銀行服務傳送之資訊或該等資訊之影本不得作為本行發佈之官方或詳盡確認或聲明。

4. Without prejudice to the Master Agreement applicable to the Account(s), you acknowledge in particular that information transmitted by or made available via the Digital Banking Services may not show complete details on all aspects of transactions, data and balances on a given date may be affected by transactions that have not yet been recorded, are in progress or will take place in the future (whether on the same date or otherwise) or other factors. The information transmitted by the Digital Banking Services or printed copies of such information may not be used as official or exhaustive confirmation or statements issued by the Bank.

第二十四條（封鎖）

Article 24 Blocking

一、客戶得請求封鎖其自身及任何被授權使用者之網路銀行服務存取權，而被授權使用者僅得請求封鎖其自身之存取權。本行收到客戶之書面封鎖請求後，須於確實可行範圍內盡快全面封鎖相關被授權使用者之網路銀行服務存取權。

1. The Client may request its access and that of any Authorized User(s) to the Digital Banking Services be blocked, while its Authorized User(s) may only request the blocking of his/her own access. Upon receipt of a blocking request in writing from the Client, the Bank shall only be required to block access to the Digital Banking Services of the concerned Authorized User(s) as soon as it is practicable for the Bank to do so.



- 二、客戶得要求封鎖存取任何網路銀行服務（包括封鎖存取申請中指定之一個或多個帳戶，或封鎖任何被授權使用者存取任何網路銀行服務）。
2. The Client may request for the blocking of access to any Digital Banking Service (including in respect of one or more of the account(s) designated on the Application, or in respect of the access of any Authorized User to any Digital Banking Service).
- 三、於任何有效封鎖存取之前，凡涉及客戶或被授權使用者安全憑證的就使用網路銀行服務而實施之所有行為和交易以及與之有關之所有風險，依然對客戶具有拘束力並由客戶承擔。
3. All actions and transactions conducted and all risks connected with the use of the Digital Banking Services which are referable to the Client's or its Authorized User(s)' Security Credentials prior to any effective blocking of access shall remain binding upon and be borne by the Client.

第二十五條（智慧財產權）

Article 25 Intellectual Property Rights

- 一、與網路銀行服務（包括構成網路銀行服務、用於操作網路銀行服務或可使用於網路銀行服務之系統）有關之所有版權、商標及智慧財產權（不論可否登記）及所有其他財產、所有權及權利，及由本行或代表本行向客戶和被授權使用者提供之任何內容、軟體或其他材料（下稱「內容」）、安全憑證和所有相關文件（與上述總稱為「權利」）為且始終是本行及／或其指定人士之專有財產。在非專屬、非獨家且不可轉讓之基礎上，僅於本行向客戶及被授權使用者提供網路銀行服務期間，於僅用於網路銀行服務相關目的前提下，在存取及使用網路銀行服務所需之範圍內，向客戶及各被授權使用者授予該等權利。客戶或任何被授權使用者不得出售、轉讓、揭露、移轉、讓與、租賃、轉授或以其他方式向本契約規定以外之任何其他人士提供權利。停止向客戶或任何被授權使用者提供網路銀行服務後，客戶須立即將內容、安全憑證、相關文件以及所有其他實物退還予本行，或依據本行指示在服務停止後刪除該等內容。
 1. All copyright, trademarks and intellectual property rights (whether registrable), and all other property, title and rights, in and to the Digital Banking Services, including the system comprising the Digital Banking Services, used to operate the Digital Banking Services or which may be obtained using the Digital Banking Services, and any content, software or other materials made available to the Client and the Authorized User(s) by or on behalf of the Bank (the "Content"), the Security Credentials and all related documentation (all the foregoing subject matter to be collectively, the "Rights") are and shall remain at all times the exclusive property of the Bank and/or its designated persons. They are licensed to the Client and each Authorized User on a non-exclusive and non-transferable basis, solely during the period which the Bank makes the Digital Banking Services available to the Client and the Authorized User(s), for use only in relation to the Digital Banking Services and to the extent necessary to access and use the Digital Banking Services. No Client or any Authorized User(s) may sell, transfer, disclose, assign, convey, lease, sub-license or otherwise provide the Rights to any other person except as provided in this Agreement. Upon the Digital Banking Services ceasing to be made available to the Client or any Authorized User(s), the Content, the Security Credentials, the related documentation and all other physical items, shall be immediately returned by the Client to the Bank or deleted in accordance with the Bank's instructions upon such cessation.
- 二、若未經本行事前書面同意，您承諾避免，並須促使您的被授權使用者避免創建連結其自身網站或社交媒體通路或任何其他網站或社交媒體通路與本行網站或社交媒體通路或其網站或社交媒體通路任何部分之超連結。
 2. In the absence of the Bank's prior written consent, you undertake to refrain and shall procure that your Authorized User(s) refrain from, creating a hyperlink connecting its own website or social media channel or any other website or social media channel to the Bank's website or social media channels or to a part of its website or social media channels.
- 三、您不得並須促使您的被授權使用者不得安裝、下載、複製、修改、增加、改編、反向工程編譯、移轉或以任何方式處理本行網站內容。
 3. You shall not, and shall procure that any of your Authorized User(s) shall not tamper with install, download, copy, modify, enhance, adapt, reverse engineer compile, assign or deal with in any manner the Content.
- 四、本行未認可也不對您透過網路銀行服務傳輸或通訊之內容承擔任何責任，您對此負全部責任。您聲明並保證您有權利及權限提交您的使用者資訊，且您的使用者資訊不會侵犯任何第三方之智慧財產權或任何其他權利。在不損害下述第五項之情況下，您特此向本行授予一項非獨家、全球免權利金、不可撤銷之許可及權利，得依您指示或要求之目的，託管、傳輸、發送或使用（包括但不限於拷貝、複製及／或發佈的權利）與向您提供網路銀行服務有關之使用者資訊。
 4. The Bank neither endorses nor assumes any responsibility for the contents of your transmissions or communications through the Digital Banking Service and you are solely responsible therefor. You warrant and represent that you have the right and authority to submit your User Materials and that your User Materials do not infringe the intellectual property rights or any other rights of any third party. Without prejudice to Paragraph 5 below, you hereby grant to the Bank a non-exclusive, world-wide royalty-free, irrevocable licence and right to host, transmit, distribute or use (which will include without limitation, the right to copy, reproduce and/or publish) the User Materials in connection with the provision of the Digital Banking Service to you and for the purposes you have instructed or requested.

- 五、您同意本行得（但無義務）為記錄、品質培訓、調查目的及其他合法目的，使用電子或錄音記錄透過網路銀行服務之任何語音或視訊對話或會議（下稱「對話」），並記錄及保存您向本行提供之關於擬定或計劃對話之任何會議紀錄及／或文本資訊（下稱「會議紀錄」）。若本行作出或保留該等對話之任何紀錄或會議紀錄，該等紀錄和會議紀錄將歸本行單獨所有，並且將成為任何該等對話、該等對話之日期和時間以及相關事項之證據。您同意本行於任何法律程序中使用該等紀錄作為證據。
5. You agree that the Bank may (but is not obliged to) use electronic or voice recording procedures to record any voice or video conversations or conferences through the Digital Banking Services (the "Sessions") and to record and keep any meeting notes and/or calendar free text information provided by you to the Bank in relation to proposed or scheduled Sessions (the "Meeting Notes"), for the purpose of record-keeping, quality training, investigation purpose and other legitimate purposes. Should the Bank make or keep any records or Meeting Notes of such Sessions, such records and Meeting Notes will be the Bank's sole property and will be conclusive evidence of the fact of any Session, the date and time and subject matter thereof. You consent to the use of such recording as evidence in any legal proceedings.

六、本條於終止提供網路銀行服務後繼續有效。

6. This Article shall survive the termination of the provision of the Digital Banking Services.

第二十六條（同意揭露）

Article 26 Consent to Disclosure

您同意本行之系統被設計來蒐集某些匿名資訊，以幫助本行瞭解網路銀行服務及／或內容之使用方式以及本行如何加以改進。這種自動蒐集之資訊包括您的電腦IP或「網際網路協定」地址、有關您如何瀏覽網路銀行服務及／或內容之統計數據以及透過使用「cookies」提供之資訊。

You consent to the Bank's systems being programmed to gather certain anonymous data to help the Bank understand how the Digital Banking Service and/or Content are being used and how the Bank can improve it. This automatically gathered data includes your computer's IP or "Internet Protocol" address, statistics about how you navigate through the Digital Banking Service and/or Content, and information provided through the use of "cookies".

第二十七條（通知及通訊）

Article 27 Notices and Communications

- 一、與網路銀行服務有關之所有通知和通訊均得透過信件、傳真或電報方式發送給客戶，號碼由客戶通知或最後為本行所知，地址以本契約中載明之地址為相關文書之送達處所，倘客戶之地址變更，應即以書面或其他約定方式通知本行，並同意改依變更後之地址為送達處所；如客戶未以書面或依約定方式通知變更地址時，本行仍以契約中客戶載明之地址或最後通知本行之地址為送達處所。客戶另同意，本行亦得透過網路銀行服務或其他電子郵件地址或電話號碼或本行全權指定或接受之其他通知方式作出或發出通知和通訊。在本行於或透過網路銀行服務平台張貼或傳輸該等通知和通訊以供客戶或被授權使用者存取後，客戶應被視為已接獲本行之通知和通訊，無論客戶及／或被授權使用者是否實際接收、存取或閱讀該等通知和通訊。
1. All notices and communications in relation to the Digital Banking Services may be given to the Client by letter, facsimile or telex to the numbers notified by the Client or last known to the Bank or the address stated in this Agreement. The Client should promptly notify the Bank of address change in writing or in another manner as agreed and agree that the address after change shall be the mailing address for delivery of correspondence. If the Client does not notify the Bank of address change in writing or in another manner as agreed, the address shown in this Agreement or the address last notified by the Client shall be the address where the Bank will send correspondence. The Client further agrees that notices and communications may also be made or given by the Bank through the Digital Banking Services or via other email addresses or phone numbers or other methods of notification as may be designated by or acceptable to the Bank at its discretion. The Client shall be deemed to have received the Bank's notices and communications upon the posting or transmission by the Bank of such notices and communications onto or via the Digital Banking Services platform for the Client or its Authorized User(s) to have access to, regardless of whether such notices and communications are actually received, accessed or read by the Client and/or its Authorized User(s).
- 二、除另有約定者外，客戶向本行發出之所有通知必須以書面方式作出，並發送至本行之登記地址或本行不時通知之其他地址。客戶同意，傳真與書面正本具有同樣之效力及證據價值。客戶進一步同意，除非本行另有明確授權，否則不得透過電子郵件向本行發出通知。
2. Unless otherwise agreed, all notices to the Bank must be given by the Client in writing and to the registered address of the Bank or such other address notified by the Bank from time to time or through other means acceptable to the Bank. The Client agrees that a fax shall have the same effect and evidentiary value as an original written document. The Client further agrees that unless otherwise expressly authorized by the Bank, no notices to the Bank shall be through electronic mail.

第二十八條（契約修訂）

Article 28 Amendment

本契約約款如有修改或增刪時，本行以書面或雙方約定方式通知客戶後，客戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知客戶，並於該書面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，暨告知客戶得於變更事項生效前表示異議，及客戶未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於前項得異議時間內通知本行終止契約：

The Client shall be deemed to have accepted any revision, addition or deletion of the provisions of this Agreement, provided the Bank has notified the Client of the revision, addition or deletion in writing or in a mutually agreed and the Client did not raise any objection in seven (7) days after receiving such a notice. However, if this Agreement change concerns any of the following matters, the Bank shall notify the Client at least sixty (60) days in advance in writing or in a mutually agreed manner using conspicuous and explicit wording to state the changes and the provisions before and after the change, and inform the Client that it may raise objection before the change takes effect and that the Client is deemed to accept the revision, addition or deletion if it did not raise any objection during said period of time. The Bank shall in addition inform the Client that if it has objection over the change, it has the option to notify the Bank of termination of this Agreement during the aforesaid time period:

(一) 第三人冒用或盜用使用者代號、密碼、安全憑證、私密金鑰，或其他任何未經合法授權之情形，本行或客戶通知他方之方式。

(1) the manner by which the Bank or the Client notifies the other party of any unauthorized use or theft of user ID, password, Security Credential, Private Key, or any other situation that is not legally authorized; or

(二) 其他經主管機關規定之事項。

(2) other matters as provided by the competent authority.

第二十九條（損害賠償責任）

Article 29 Liability for Damages

一、本行及客戶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。

1. The Bank and the Client agree that when sending or receiving of eDocuments under this Agreement is delayed, omitted, or erred due to causes attributable to the fault of one party, which results in damage to the other party, the party at fault shall be held liable for damages incurred by the other party.

二、在不損害本契約以及使用條款下其他權利之情況下，若客戶、任何被授權使用者或其任何代表（定義見下文）於使用網路銀行服務、安全憑證及 / 或指定裝置期間採取欺詐手段或有嚴重疏忽，包括但不限於客戶、任何被授權使用者或其任何代表：

2. Without prejudice to this Agreement and the Terms of Use, the Client shall be liable for all losses, costs and expenses of the Bank if the Client, any Authorized User(s) or any of their Representatives (as defined below) have acted fraudulently or acted with gross negligence during its/their usage of the Digital Banking Services, the Security Credentials and/or the Prescribed Devices, including without limitation, where the Client, any Authorized User(s) or any of their Representatives:

(一) 明知而允許他人使用其PIN及 / 或安全憑證；

(1) knowingly allow the use by others of its/their PIN and/or the Security Credentials;

(二) 在其發現或認為其用於存取網路銀行服務之PIN及 / 或安全憑證遭到洩露、丟失或被盜後未能在合理確實可行範圍內盡快通知本行；

(2) fail to inform the Bank as soon as reasonably practicable after it/they find or believe that its/their PIN and/or the Security Credentials for accessing the Digital Banking Services have been compromised, lost or stolen;

(三) 已對其相關帳戶實施未經授權之交易；及 / 或

(3) conduct unauthorized transactions over the Accounts; and/or

(四) 未遵守本契約以及使用條款中訂明之保護措施，

(4) fail to follow the safeguards set out in this Agreement and Terms of Use.

客戶應對本行之所有損失、成本和支出承擔法律責任。您亦應對因丟失或濫用安全憑證或指定裝置而引起的一切後果承擔全部責任。

You shall also bear full responsibility for all consequences arising from the loss or misuse of the Security Credentials or Prescribed Devices.

三、客戶同意不會讓本行或其任何經理人或員工對因客戶及 / 或被授權使用者安全憑證之濫用造成之任何損失負責或承擔任何法律責任。

3. The Client agrees not to hold the Bank or any of its officers or employees responsible or liable for any loss arising out of any misuse of the Client's and/or its Authorized User(s)' Security Credentials.

四、儘管本行於提供網路銀行服務時已採取安全措施，但無法保證絕對安全。您完全了解並同意，本行毋須通知您，得全權使用或僱用或外包予世界各地之任何第三方服務提供者，提供網路銀行服務或網路銀行服務平台（以寄存有關網路銀行服務或其中任何部分）。本行不能也不會保證及／或確認每位客戶或被授權使用者之聲稱身分，或者每位客戶和被授權使用者已完全遵守本契約，因此，如有涉及使用者身分或與使用者身分有關之爭議或索賠，本行不承擔任何法律責任。對於任何因您或您的被授權使用者，或者其各自之員工、經理人、董事、職員、代理人、承包商或服務提供者（各稱「代表」）之疏忽、違約或欺詐導致提供或使用網路銀行服務引致或招致之任何損失、損害賠償、成本或支出，本行概不負責且毋須承擔法律責任。於不限制上文之一般性之原則下，就本項而言，對於您因客戶、任何被授權使用者或任何代表之下列行動引致或招致之任何損失、損害賠償、成本或支出，本行毋須承擔法律責任：

4. Notwithstanding the security precautions taken by the Bank when offering the Digital Banking Services, you are not guaranteed absolute security. You fully acknowledge and agree that the Bank may at its sole discretion without having to notify you, use or engage or outsource to any third party service provider in any part of the world the provision of the Digital Banking Services or Digital Banking Services platform upon such Digital Banking Services or any part thereof may be hosted. The Bank cannot and does not warrant and/or confirm the purported identity of each Client or Authorized User or that each Client and Authorized User has complied fully with this Agreement, and consequently, the Bank shall not be held liable where there is a dispute or claim involving or relating to the identity of any of User. The Bank shall not be responsible for, and shall not be liable for any loss, damage cost or expense whatever, caused to or incurred by you in relation to the provision or use of the Digital Banking Services arising as a result of the negligence, default or fraud of yours or your Authorized User(s) or their respective employees, officers, directors, staff members, agents, contractors or service providers (each a "Representative"). Without limitation to the generality of the foregoing, for the purpose of this Paragraph, the Bank shall not be liable for any loss, damage, cost or expense caused or incurred by you arising as a result of the following actions by the Client, any Authorized User(s) or any Representative:

(一) 遺失任何安全憑證或指定裝置或未能確保其安全，或將其提供或揭露予非被授權使用者；

(1) the loss of any Security Credentials or Prescribed Device or failure to keep the same safe or the provision or the making available of the same to a person who is not an Authorized User;

(二) 未能遵守本行提供之與密碼有關之本契約約款、使用條款及所有安全指引，包括但不限於不適當地選擇密碼或變更被授權使用者或以任何其他方式洩漏任何相關密碼；

(2) the failure to follow this Agreement, the Terms of Use and all security guidelines provided by the Bank concerning passwords including without limitation inappropriate choice of passwords or upon change of Authorized User(s) or any other compromise of any such password;

(三) 如屬客戶，允許被授權使用者以外之人士使用網路銀行服務；如屬被授權使用者，允許任何其他人士使用網路銀行服務；

(3) in the case of the Client, allowing the Digital Banking Services to be used by a person other than an Authorized User and in the case of an Authorized User, allowing the Digital Banking Services to be used by any other person;

(四) 未能適當監督或完全不監督網路銀行服務之使用；

(4) the failure to supervise the use of the Digital Banking Services properly or at all;

(五) 客戶或任何被授權使用者或任何代表導致之任何其他未能遵守或違反使用網路銀行服務安全措施之行為；

(5) any other failure or breach of security in relation to the use of the Digital Banking Services caused by the Client or any Authorized User(s) or any Representative;

(六) 違反本契約之任何條款；或

(6) the breach of any of the provisions of this Agreement; or

(七) 未能依據本契約或使用條款使用網路銀行服務。

(7) failure to use the Digital Banking Services in accordance with this Agreement or the Terms of Use.

五、您同意對於下列特定風險，本行毋須承擔任何法律責任或責任：

5. You agree in particular the following risks, for which the Bank shall not assume any liability or responsibility:

(一) 您對系統缺乏足夠瞭解，以及客戶及／或被授權使用者之電腦或行動裝置缺乏足夠之安全措施，可使未被授權使用者輕鬆存取（即對硬碟上存儲之資訊、文件傳輸、螢幕上之資訊等保護不當），因此向未經授權第三方提供客戶及／或被授權使用者資訊之存取權，並在未獲客戶授權下允許使用網路銀行服務轉移資金及／或執行交易，對客戶造成損害；

(1) insufficient knowledge by you of the system and inadequate security measures on the computers or mobile devices of Client and/or the Authorized User(s) may make unauthorized access easier (i.e. inadequately protected storage of data on the hard disk, file transfers, information left on screen, etc.) thus giving access to the Client's and/or Authorized User(s)' allowing use of the Digital Banking Services to transfer money and/or carry out transactions without the Client's authorization and to the detriment of the Client;

- (二) 無法排除網際網路服務供應商可追蹤客戶及 / 或被授權使用者的使用者特徵及其他資訊 (即提供者可識別客戶及 / 或被授權使用者的聯絡時間及聯絡人士) ;
- (2) it cannot be excluded that the network service provider may track the user characteristics and other information of the Client and/or Authorized User(s) (i.e. the provider is able to identify when and with whom the Client and/or Authorized User(s) makes contact);
- (三) 未經授權之第三方可以在客戶及 / 或被授權使用者使用網路銀行服務時存取客戶及 / 或被授權使用者的電腦或行動裝置，而不會被檢測到，並可在未經客戶授權之情況下使用網路銀行服務，對客戶造成損害；
- (3) unauthorized third parties may gain access to the computers or mobile devices of the Client and/or Authorized User(s) without being detected while the Client and/or Authorized User(s) is using the Digital Banking Services and use the Digital Banking Services without the Client's authorization and to the detriment of the Client;
- (四) 當使用公共網路時，存在可傳染電腦或行動裝置之惡意軟體風險；及 / 或
- (4) when using a public network, there is a risk that Malware may spread to a computer or mobile device; and/or
- (五) 您未定期及時地查閱網路銀行服務平台上提供之相關通訊。
- (5) your failure to consult the Correspondence available on the Digital Banking Services platform regularly and timely.

六、此外，您了解，儘管本行所採取之所有安全措施符合高安全標準，但：

6. In addition, you acknowledge that, despite all security measures taken by the Bank in meeting high standards of security,
- (一) 線上傳輸資訊運行於具有不同特性與功能之獨立網路，其於一天之某些時段間或會超載；
 - (1) data transmitted over the internet run on independent networks having diverse features and capacities, which are sometimes overloaded at certain periods of the day;
 - (二) 網際網路是開放式網路，因此，線上傳輸資訊無法防止濫用、入侵您的系統及資料隱私、系統程序及文件感染惡意軟體等風險；及
 - (2) the internet is an open network and, consequently, the information transmitted thereon is not protected against risks of misappropriation, intrusion on your system, piracy of data, system programme and files, contamination from Malware, and
 - (三) 客戶及各被授權使用者應負責採取所有適當之措施，以保護其系統及資訊不會感染惡意軟體及被入侵。
 - (3) it is the responsibility of the Client and each of its Authorized Users to take all appropriate measures in order to protect its/their system and data from contamination from Malware and intrusion attempts.

七、您進一步同意，對於不可抗力事件導致網路銀行服務平台之中斷、暫停、終止及 / 或故障或無法存取網路銀行服務平台及 / 或相關通訊和電子文件，本行毋須承擔任何法律責任。不可抗力事件應為在適用法律下通常認為屬於該等事件之事件，包括但不限於超出當事人合理控制範圍之任何事件、事情或情況，包括但在不影響上述條文之一般性之前提下，因缺乏電力供應致通訊網路故障、產業或民事騷亂（即使是部分）、恐怖攻擊、自然災害、本行外部因素導致的破壞以及網際網路無法運行或者由此造成之失敗或遲延。

7. You further agree that the Bank shall not be held liable for interruptions, suspension, termination and/or malfunction of the Digital Banking Services platform or inability to access the Digital Banking Services platform and/or the Correspondence and the eDocuments due to the occurrence of a force majeure event. Force majeure events shall be those usually deemed as such under the applicable law, including but not limited to any event, occurrence or circumstance reasonably beyond the control of the party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from a failure in communications networks due to the lack of supply of electrical power, industrial or civil unrest (even partial), terrorist attacks, natural calamities, sabotage perpetrated by elements external to the Bank and failure of the internet network to operate.

八、對於因本行未收到或延遲收到任何指示或與使用網路銀行服務有關之其他通訊，或因網路銀行服務暫停或客戶或任何被授權使用者因任何原因、公共電信網路、硬體、其他裝置或軟體之任何暫停、崩潰、傳輸錯誤或故障（不論是否在本行之控制下）、洪水、地震、罷工、暴動、戰爭、火災或本行控制以外之其他原因，無法存取或使用網路銀行服務，您或任何其他人士因此招致之任何損失、成本、損害賠償或其他支出，或針對其提起的任何訴訟、法律程序或索賠，本行毋須承擔任何法律責任。

8. The Bank shall not be liable to you or any other person for any loss, cost, damage or other expense incurred by, or any actions, proceedings or claims which may be brought against, such parties arising as a result of the non-receipt or delayed receipt by the Bank of any instructions or other communications relating to the use of the Digital Banking Services or as a result of the suspension of the Digital Banking Services or the inability of the Client or any Authorized User(s) to access or utilize the Digital Banking Services for any reason, any suspension, breakdown, faulty transmission or malfunction in the public telecommunications network, hardware, other equipment or software, in any case whether or not within the Bank's control, flood, earthquake, strikes, riots, wars, fire or other cause outside the control of the Bank.

九、您應負責採取一切必要措施，以保證用於存取網路銀行服務之任何裝置、安全憑證或密碼之安全和機密性。對於因您或任何人使用網路銀行服務對其硬體、軟體、裝置或一般系統造成任何損害或不利影響（包括任何惡意軟體）所招致或引起您或任何人之任何損失，本行毋須承擔任何法律責任。

9. You shall be responsible to take all necessary steps to keep any device, Security Credentials or secret code used for accessing the Digital Banking Services secure and secret. The Bank will not be liable for any loss incurred by you or any person as a result of or arising from any damage or adverse effect to your hardware, software, equipment or system generally (including from any Malware) caused as a result of its use of the Digital Banking Services.

十、於任何情況下，對於與網路銀行服務有關之任何事宜之任何附帶、間接、特殊、相應而生或懲罰性之損害賠償（包括但不限於任何收入或利潤損失），本行毋須對您或任何人承擔任何法律責任。

10. In no event shall the Bank be liable to you or any person in respect of any matter in connection with the Digital Banking Services for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of revenue or profits.

十一、在本行未有任何故意侵權或過失的前提下，本行在任何情況下毋須對您或任何人士因下列情況招致的任何直接或間接損失負責：

11. In the absence of any intentional tort or negligence on the part of the Bank, the Bank shall not under any of the following circumstances be held liable for any direct or indirect loss sustained by you or any person:

(一) 若本行透過網路銀行服務向您及 / 或被授權使用者提供的資訊中有任何錯誤或遺漏；

(1) in the event of any error or omission in the information provided by the Bank to you and/or your Authorized User(s) via the Digital Banking Services;

(二) 由於接收不良或未能接收本行向您及 / 或被授權使用者發送之資訊、通訊或通知；

(2) due to poor reception or failure to receive information, any communication or notification sent by the Bank to you and/or your Authorized User(s);

(三) 由揭露可識別身分之資訊及透過使用網路銀行服務獲得之資訊所引起；

(3) arising from the disclosure of the identification data and the data obtained by using the Digital Banking Services;

(四) 在使用網路銀行服務或在上網期間或之後，尤其是與IT裝置及其中所包含之資訊有關；及 / 或

(4) during or after using the Digital Banking Services or surfing on the web, in particular in relation to IT equipment and data contained therein; and/or

(五) 若提供網路銀行服務之系統維護，或網路銀行服務之故障與供電問題、您及 / 或被授權使用者或本行使用之國際網路或通訊網路崩潰，或（一般而言）與本行控制以外的任何其他事件有關。

(5) in the event of maintenance of systems underlying the provision of the Digital Banking Services or following a malfunction of the Digital Banking Services or problems with the electricity supply, a breakdown of the internet or the telecommunications network used by you and/or your Authorized User(s) or the Bank or, generally, any other event outside the Bank's control.

十二、於不損害本行任何其他權利或補救措施之情況下，若檢測到安全風險，本行保留暫停網路銀行服務之權利，直至風險被消除為止。本行亦可因其他維護工作中而中斷網路銀行服務。對於因此類中斷導致之任何損失或損害，本行毋須負責。

12. Without prejudice to any of the Bank's other rights or remedies, in the event of security risks being detected, the Bank reserves the right at all times to suspend the Digital Banking Services until all risks are removed. The Bank may also interrupt the Digital Banking Services for other maintenance work. The Bank cannot be held liable for any loss or damage incurred as a result of such interruptions.

十三、對於您或任何被授權使用者的任何疏忽、不當或非法使用或濫用網路銀行服務，或您或任何被授權使用者違反本契約任何條款之行為直接或間接導致對本行提起之所有訴訟、法律程序或索賠，以及本行所生之任何損失、損害賠償及任何成本或支出，您須對本行全額賠償，並使本行免受其損害。

13. You shall keep the Bank fully indemnified, and hold the Bank harmless, at all times against all actions, proceedings or claims which may be brought against the Bank, any loss, damage and any cost or expense incurred by the Bank arising either directly or indirectly out of or in connection with any negligent, wrongful or unlawful use or misuse of the Digital Banking Services, or breach of any provision of this Agreement, by you or any of your Authorized User(s).

十四、本條於網路銀行服務終止提供後繼續有效。

14. This Article shall survive the termination of the provision of the Digital Banking Services.

第三十條 （紀錄保存）

Article 30 Retention of Records

一、客戶了解，依據本行之持續性政策和程序，網路銀行服務平台中之電子文件可能會不時被自動刪除，過往或歷史電子文件可能並非總可以在網路銀行服務平台上查閱，在該等電子文件從網路銀行服務平台中刪除後檢索該等電子文件可能需要支付處理費。因此，客戶有責任採取一切必要措施自行保存電子文件紀錄，包括保存實體影本或以電子方式儲存影本。

1. The Client acknowledges that the eDocuments may from time to time be automatically deleted from the Digital Banking Services platform in accordance with the Bank's on-going policies and procedures, and past or historical eDocuments may not always be available in the Digital Services platform and retrieval of such eDocuments after they are removed from the Digital Banking Services platform may require payment of a processing charge. Accordingly, it is the Client's responsibility to take all necessary steps to retain its own records of the eDocuments by, inter alia, printing the same to be kept in a physical format or storing copies electronically.
- 二、客戶向本行聲明及保證，其不會並將確保被授權使用者不會，修改、修訂、以反向工程或其他方式篡改電子文件或其內容。
2. The Client represents and warrants to the Bank at all times that it will not, and will ensure its Authorized User(s) not to, amend, modify, reverse engineer or otherwise tamper with the eDocuments or their contents.
- 三、本行及客戶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。
3. The Bank and the Client shall retain all records of eDocuments of transaction instructions and ensure their authenticity and integrity.
- 四、本行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。
4. The Bank shall perform the duty of care as a good administrator with respect to the retention of records under the preceding paragraph. The retention period is five (5) years or more, but if other laws and regulations provide a longer period, such provision shall prevail.

第三十一條（電子文件之效力）

Article 31 Effect of eDocuments

本行及客戶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 Client agree to use eDocuments as a means of representation that the eDocuments exchanged between them under this Agreement have the same effect as written documents, unless it is otherwise provided according to law.

第三十二條（電子文件之其他規定）

Article 32 Other Provisions of eDocuments

總約定書就相關帳戶之對帳單、建議及確認，均適用於電子文件。

All references to account, advices and confirmations in the Master Agreement applicable to the Account(s) shall apply to the eDocuments.

第三十三條（客戶終止契約）

Article 33 Termination of Agreement by Client

客戶得提前三十日向本行發出書面通知，終止本契約及對網路銀行服務之使用。

The Client may terminate this Agreement and its use of the Digital Banking Services upon giving thirty (30) day's prior notice in writing to the Bank.

第三十四條（本行終止契約）

Article 34 Termination of Agreement by the Bank

一、本行得隨時以書面終止本契約，惟須於終止日三十日前以書面通知客戶。

1. The Bank may terminate this Agreement at any time upon giving thirty (30) day's prior notice in writing to the Client.

二、客戶如有下列情事之一者，於不損害其任何其他權利或補救的情況下，本行得隨時以書面或雙方約定方式通知客戶終止本契約：

2. However, if the Client has any of the following situations, without prejudice to any other rights or remedies, the Bank may inform the Client the termination of this Agreement at any time in writing or in another mutually agreed manner:

(一) 客戶未經本行同意，擅自將契約之權利或義務轉讓第三人。

(1) The Client transfers the rights or obligations under this Agreement to a third party without the consent of the Bank.

(二) 客戶依破產法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。

(2) The Client files for bankruptcy according to the Bankruptcy Act or files for debt restructuring or liquidation according to the Consumer Debt Clearance Act.

- (三) 客戶違反本契約第十九條第二至五項、第二十條及第二十一條之規定者。
- (3) The Client breaches the provisions in Paragraphs 2 to 5, Article 19, Articles 20 or 21 of this Agreement.
- (四) 客戶或被授權使用者違反本契約之其他約定，經催告改善或限期請求履行未果者。
- (4) The Client or its Authorized User breaches other provisions of this Agreement and fails to comply after the Bank has demanded remedial action or requested performance within a given time period.

第三十五條（自動終止）

Article 35 Automatic Termination

若發生下列任何事件，網路銀行服務之提供自動終止，毋須另行通知：

The provision of the Digital Banking Services shall be terminated automatically without prior notice if any of the following events occurs:

- (一) 相關帳戶關閉，或不止一個帳戶之情況下，所有帳戶均關閉；或
- (1) the Account is closed, or if more than one, all the Accounts are closed; or
- (二) 本行與客戶之相關帳戶、交易或服務依總約定書終止。
- (2) the Account, transaction or service between the Bank and the Client is terminated in accordance with the Master Agreement.

第三十六條（終止之效力）

Article 36 Effect of Termination

一、若因任何理由終止網路銀行服務或本契約：

1. In the event of the termination of the Digital Banking Services or this Agreement for any reason:

- (一) 您須立即卸載網路銀行服務；
- (1) you shall forthwith uninstall the Digital Banking Services;
- (二) 您須應本行要求立即將安全憑證、相關文件（包括任何包含相關網路銀行服務之材料、文件和媒體及其所有副本）及所有其他實體退還予本行，並於本行要求時，向本行提供關於沒有製作、複製、保留或發送網路銀行服務或其任何部分之副本之證明；及
- (2) you shall immediately return the Security Credentials, the related documentation including any materials, documents and media containing any portion of the relevant Digital Banking Service and all copies thereof and all other physical items to the Bank upon the Bank's request, and where required by the Bank, furnish the Bank with a certificate certifying that no copies of the Digital Banking Services or any part thereof have been made, reproduced, retained or distributed; and
- (三) 於本契約下授予您的所有權利及 / 或許可應立即停止和終止，您應立即停止使用網路銀行服務，如您為法人，並應促使您的董事、經理人及員工等遵守相同之限制。
- (3) all rights and/or licences granted to you under this Agreement shall immediately cease and terminate and you shall forthwith cease the use of the Digital Banking Services in any way whatsoever and if you are a legal person, you shall procure your directors and employees to observe the same restriction.

二、如本契約因任何原因終止，均不能令本應於終止後繼續存在之本契約任何條文下之義務終止。

2. Termination of this Agreement for any reason shall not bring to an end your obligations under any provisions of this Agreement which are meant to survive the termination.

第三十七條（標題）

Article 37 Heading

除非文義另有所指，本契約各條標題僅為查閱方便而設，不影響對本契約有關條款之解釋、說明及瞭解。

Unless the context otherwise requires, the headings of this Agreement are inserted for convenience of reference only and are not to affect the interpretation, construction, or understanding of the provisions.

第三十八條（語言）

Article 38 Language

本契約以中、英文做成，中文本與英文本如有文義兩歧，應以中文本為準。

This Agreement is made in Chinese and English. In the event of discrepancies between the Chinese and English versions, the Chinese version shall prevail.

第三十九條 (法令適用)
Article 39 Governing Law

本契約準據法為中華民國法律。
This Agreement shall be governed by the laws of the R.O.C.

第四十條 (法院管轄)
Article 40 Jurisdiction

因本契約而涉訟者，本行及客戶同意以台灣台北地方法院或客戶往來分行所在地之法院為第一審管轄法院。
If a litigation arises out of this Agreement, the Bank and the Client agree that it shall be subject to the jurisdiction of the Taiwan Taipei District Court or the court of jurisdiction in which the relevant branch of the Bank is domiciled or resides.

客戶茲此聲明其於簽署本契約前，已攜回審閱至少五日以上，並於已完全瞭解其約定內容後，始簽署本契約之所有條款，並同意遵守本契約之約定。
The Client hereby represents that this Agreement has been delivered to the Client for review at least five (5) days before signing and it fully understands and agrees to comply with the agreed terms before signing all provisions in this Agreement.

帳戶號碼 / Account Number: _____

帳戶名稱 / Account Name: _____

客戶原留印鑑 / 簽樣 Signature or Chop: (需與印鑑卡左下角之原留印鑑相符) (The signature or chop shall be consistent with the signature or chop at the lower left corner of the signature specimen card.)	
簽署日期Date:	

Internal Use Only

Certify by (RM)	Maker (CM)	Checker (CM)
Date	Date	Date



第三十九條 (法令適用)
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The Client hereby represents that this Agreement has been delivered to the Client for review at least five (5) days before signing and it fully understands and agrees to comply with the agreed terms before signing all provisions in this Agreement.

帳戶號碼 / Account Number: _____

帳戶名稱 / Account Name: _____

客戶原留印鑑 / 簽樣 Signature or Chop: (需與印鑑卡左下角之原留印鑑相符) (The signature or chop shall be consistent with the signature or chop at the lower left corner of the signature specimen card.)	
簽署日期Date:	

Internal Use Only

Certify by (RM)	Maker (CM)	Checker (CM)
Date	Date	Date

