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合作金庫商業銀行香港分行

Taiwan Cooperative Bank Hong Kong Branch

網路銀行轉帳服務申請書 Internet Banking Transfer Services Application Form

 Customer Information (Personal Account) 客戶資料(個人帳戶) Customer Information (Company Account) 客戶資料(公司帳戶)

Applicant 申請人 _____ (Account Name 戶名),
 hereby apply for internet banking services of Taiwan Cooperative Bank Hong Kong Branch as set out below,
 after comprehensively read and agree on all the binding terms concerned to the regulations of . 申請辦理網
 路銀行服務, 並已審閱及同意遵守下列所勾選服務項目之約定以及「網路銀行服務約定事項」之約束。

一、Account Details 帳戶資料

(一) User ID 使用者代號: _____

Note 注意: User ID is consisted of 6~16 alphabets and numbers. Not case sensitive Do not use the same or sequential alphabets or numbers.
 Avoid using Account No. 使用者代號為 6~16 位英數字, 不區分大小寫, 可填 0~9、A~Z, 且不可與客戶編號相同。

(二) Mobile phone Number 手提電話號碼: _____

Note 注意: You will receive added security of an SMS notification for internet banking by providing us your mobile phone number. 請登記您
 的手提電話號碼, 以得到保障。

(三) E-MAIL 電子郵件: _____ @ _____

Note 注意: Contact email address for communication with account information. New Account or Change E-Mail is available to fill, maximum
 of 40 alphabets and numbers. 本電子郵件提供帳務訊息通知, 新申請及變更 E-MAIL 時填寫, 限 40 英數字。

二、Apply Item 申請項目

(一) Apply 新申請

 Apply OTP Token 申請動態安全密碼卡: apply for 共 _____ sets 組

Note 注意: If the Customer's OTP Token has been lost, the Customer shall notify the bank as soon as possible. Where the Customer wishes to
 reactivate or apply for new OTP Token, the Customer shall apply OTP Token at the counter. 存戶之動態密碼如有遺失之情形, 應儘速通知本
 行辦理掛失手續。存戶欲取消掛失或申領新動態密碼卡, 須透過傳真或臨櫃方式進行辦理。

(二) The way to collect the letter containing pass-code and OTP Token 網路銀行密碼函與動態安全密碼卡領取方式:

Please send the letter containing pass-code to my/our correspondence address by registered mail and the relative
 charges i.e. postage and handling commission to be deducted from my/our account. 請以掛號郵件寄至本人(等)於貴
 行登記之郵寄地址, 有關郵費及手續費自本人帳戶中扣付。

Note 注意: When receiving Password Confirmation, please change your password in one month after the application date. 密碼函之有效期限
 為 1 個月, 存戶應於有效期限內啟用變更密碼初值, 倘逾期尚未啟用, 申請人需申請重設密碼。

 Collect the letter containing pass-code by myself/ourselves 請待本人(等)親自領取。

Note 注意: If send the letter containing pass-code by post, please do not sign here. 如選擇寄送密碼單, 請勿在此簽名。

To Taiwan Cooperative Bank, Hong Kong Branch 致合作金庫商業銀行香港分行:

I have collected the letter containing pass-code by myself 本人已親自領取網路銀行密碼函。

Authorized Signature (Chop) 授權簽章(簽名及原留印鑑)

Date 日期: _____ year 年 _____ month 月 _____ day 日

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對

CUSTOMER NO. 帳號

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(三) Daily Transaction Limit Revision Request 申請更改每日交易限額

Please specify the new limit(s) below, up to the daily maximum allowed 請在下面註明新的交易限額，但切勿超過每日銀行預設之最高轉出金額：

Designated accounts 約定帳戶

Daily accumulation Max. limit set by the Bank 依貴行預設轉出最高限額

(Company Account 公司網銀 HKD 1,000,000 ; Personal Account 個人網銀 HKD 1,000,000)

Your Daily accumulation Max. limit (HKD) 您的每日限額(港幣)為 HKD _____。

Note 注意：

1. Any forward-dated transactions placed before the submission of this request form will not be subject to the new requested daily limits. 上述新設定的每日最高交易限額將不適用於在遞交此表格前已發出指示但尚未生效的所有轉帳交易。

2. The Bank will increase the daily accumulation Max. limit, if your daily accumulation Max. limit is larger than the daily accumulation Max. limit set by the Bank without prior notice. 請留意如您所要求的每日最高轉帳限額超過貴行預設，貴行將依您之需求提高每日最高轉帳總額，而不另行通知。

(四) Designated accounts in Hong Kong for transfer outwards 約定轉出帳戶(限香港分行帳戶)

No. 編號	Add 新增	Delete 刪除	Taiwan Cooperative Bank Hong Kong Account Number. 在香港開設之合作金庫帳號	Limit of daily accumulation transferred outwards from designated accounts(HKD) 約定轉帳每日累計轉出限額	Limit of daily accumulation transferred outwards from non-designated accounts(HKD) 非約定轉帳每日累計轉出限額
1	<input type="checkbox"/>	<input type="checkbox"/>		HKD	HKD
2	<input type="checkbox"/>	<input type="checkbox"/>		HKD	HKD
3	<input type="checkbox"/>	<input type="checkbox"/>		HKD	HKD

Note 注意：For fund transfer to the designated accounts, the limit of daily accumulation and per transaction shall be set as HKD1,000,000 for Company accounts and HKD1,000,000 for Personal account. 約定轉帳金額，每日累計轉出金額上限企業戶為 HKD1,000,000；個人戶則為 HKD1,000,000。

(五) Apply for designated accounts for inward transfer 約定轉入帳戶(Intrabank transfer) 自行轉入約定

No. 編號	Add 新增	Delete 刪除	Name of Beneficiary 受款人姓名	Beneficiary's Taiwan Cooperative Bank Account Number 合作金庫帳號	Remittance purposes 匯款用途
1	<input type="checkbox"/>	<input type="checkbox"/>			
2	<input type="checkbox"/>	<input type="checkbox"/>			
3	<input type="checkbox"/>	<input type="checkbox"/>			
4	<input type="checkbox"/>	<input type="checkbox"/>			
5	<input type="checkbox"/>	<input type="checkbox"/>			
6	<input type="checkbox"/>	<input type="checkbox"/>			
7	<input type="checkbox"/>	<input type="checkbox"/>			
8	<input type="checkbox"/>	<input type="checkbox"/>			
9	<input type="checkbox"/>	<input type="checkbox"/>			
10	<input type="checkbox"/>	<input type="checkbox"/>			

CUSTOMER NO. 帳號

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(六) Apply for designated accounts for interbank fund transfer 跨行轉帳約定轉入帳戶申請

NOTE 注意: Only applicable to Non- Taiwan Cooperative Bank Account in Hong Kong and Overseas Bank Account 只適用於在香港開設的非合作金庫香港分行帳戶及海外銀行帳戶)

(1) Request Type 變更類別: <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Delete	
Name of Beneficiary Bank 受款銀行名稱	
Beneficiary Name 受款人姓名	
The Address of Beneficiary Bank 地址	Country: _____ City: _____
Beneficiary Account Number 受款帳號	
Bank Code 銀行代碼 & SWIFT Code	
Currency Code 匯款幣別	
Remittance purposes 匯款用途	
銀行專用 For Bank Use Only	
RTGS/Swift 電文路徑	<input type="checkbox"/> R01 <input type="checkbox"/> MT103+R02 <input type="checkbox"/> MT103 <input type="checkbox"/> MT103+MT202
存同帳戶代碼(DUE Code)	
MT103/R01 Receiver 通匯行代碼	
轉入銀行的存同通匯行代碼	

(2) Request Type 變更類別: <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Delete	
Name of Beneficiary Bank 受款銀行名稱	
Beneficiary Name 受款人姓名	
The Address of Beneficiary Bank 地址	Country: _____ City: _____
Beneficiary Account Number 受款帳號	
Bank Code 銀行代碼 & SWIFT Code	
Currency Code 匯款幣別	
Remittance purposes 匯款用途	
銀行專用 For Bank Use Only	
RTGS/Swift 電文路徑	<input type="checkbox"/> R01 <input type="checkbox"/> MT103+R02 <input type="checkbox"/> MT103 <input type="checkbox"/> MT103+MT202
存同帳戶代碼(DUE Code)	
MT103/R01 Receiver 通匯行代碼	
轉入銀行的存同通匯行代碼	

CUSTOMER NO.帳號

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(3) Request Type 變更類別： <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Delete	
Name of Beneficiary Bank 受款銀行名稱	
Beneficiary Name 受款人姓名	
The Address of Beneficiary Bank 地址	Country: _____ City: _____
Beneficiary Account Number 受款帳號	
Bank Code 銀行代碼 & SWIFT Code	
Currency Code 匯款幣別	
Remittance purposes 匯款用途	
銀行專用 For Bank Use Only	
RTGS/Swift 電文路徑	<input type="checkbox"/> R01 <input type="checkbox"/> MT103+R02 <input type="checkbox"/> MT103 <input type="checkbox"/> MT103+MT202
存同帳戶代碼(DUE Code)	
MT103/R01 Receiver 通匯行代碼	
轉入銀行的存同通匯行代碼	

(4) Request Type 變更類別： <input type="checkbox"/> 新增 Add <input type="checkbox"/> 刪除 Delete	
Name of Beneficiary Bank 受款銀行名稱	
Beneficiary Name 受款人姓名	
The Address of Beneficiary Bank 地址	Country: _____ City: _____
Beneficiary Account Number 受款帳號	
Bank Code 銀行代碼 & SWIFT Code	
Currency Code 匯款幣別	
Remittance purposes 匯款用途	
銀行專用 For Bank Use Only	
RTGS/Swift 電文路徑	<input type="checkbox"/> R01 <input type="checkbox"/> MT103+R02 <input type="checkbox"/> MT103 <input type="checkbox"/> MT103+MT202
存同帳戶代碼(DUE Code)	
MT103/R01 Receiver 通匯行代碼	
轉入銀行的存同通匯行代碼	

Total Designated for transfer outwards are 本次約定轉出帳號_____accounts 戶, Designated for inward transfer are 轉入本行帳號_____accounts 戶, and Designated for interbank fund transfer 跨行轉帳約定轉入帳號_____accounts 戶。

CUSTOMER NO. 帳號

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(七) Designated accounts in Taiwan Branches for transfer outwards 約定轉出帳戶 (限本人台灣地區各分行帳戶)

Applicant 申請人即存戶 _____, ID 身分證字號/統一編號 _____, to the branch 向貴行 _____ 部 (分行) apply for internet banking services of Taiwan Cooperative Bank Hong Kong Branch as set out below, after comprehensively read and agree on all the binding Terms and Conditions of Internet Banking Service Agreement of Taiwan Cooperative Bank 申請網路銀行下列各項服務並同意遵守貴行約定事項所訂條款。

No. 編號	Add 新增	Delete 刪除	Taiwan Cooperative Bank Account Number 在臺灣開設之合作金庫帳號	Special agreement to limit of daily accumulation transferred outwards from designated accounts(HKD) 轉出每日累計限額 (特別約定)	Authorized Signature (Chop) 授權簽章 (原留印鑑)	驗印	核章
1	<input type="checkbox"/>	<input type="checkbox"/>		HKD			
2	<input type="checkbox"/>	<input type="checkbox"/>		HKD			
3	<input type="checkbox"/>	<input type="checkbox"/>		HKD			

Note 注意: For fund transfer to the designated accounts, the limit of daily accumulation and per transaction shall be set as HKD1,000,000 for Company accounts and HKD1,000,000 for Personal account. 約定轉帳金額, 則每日累計轉出金額上限企業戶為 HKD1,000,000 個人戶為 HKD1,000,000。

(八) Apply for designated accounts for inward transfer 約定轉入帳戶 (Intrabank transfer) 自行轉入約定

NO 編號	Add 新增	Delete 刪除	Beneficiary's Taiwan Cooperative Bank Hong Kong Account Number 在香港開設之合作金庫帳號
1	<input type="checkbox"/>	<input type="checkbox"/>	
2	<input type="checkbox"/>	<input type="checkbox"/>	
3	<input type="checkbox"/>	<input type="checkbox"/>	

Total Designated for transfer outwards are 本次約定轉出帳號 _____ accounts 戶, and Designated for inward transfer are 轉入帳號 _____ accounts 戶。

三、Declaration 客戶聲明

- I confirm that the information given above is correct and complete, and authorize the Taiwan Cooperative Bank Hong Kong Branch to confirm this from any source you may choose. 本人證實上述資料乃屬正確及完整, 並授權合作金庫商業銀行香港分行可向任何方面查證。
- I have read and understand the Terms and Conditions of Internet Banking Service Agreement of Taiwan Cooperative Bank and agree to be governed by them. 本人已閱讀及明白合作金庫商業銀行香港分行網路銀行服務約定事項, 並同意接受該等條款及細則所約束。

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對

Authorized Signature (Chop) 授權簽章 (簽名及原留印鑑)

Date 日期: _____ year 年 _____ month 月 _____ day 日

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合作金庫商業銀行香港分行網路銀行服務約定事項

Terms and Conditions of Internet Banking Service Agreement of Taiwan Cooperative Bank

一、適用範圍 Scope

本約定事項係網路銀行業務服務之一般性共同約定，除個別約定事項另有約定外，悉依下列所有約定條款及條件（「本約定事項」）、貴行之重要聲明及香港《個人資料(私隱)條例》及普通法下的客戶保密規定所限制。本約定事項係依據香港銀行公會所頒發的《銀行營運守則》適用之條款所擬定。個別約定事項不得抵觸本約定事項。但個別約定事項對存戶之保護更有利者，從其約定。

This Agreement shall constitute the general terms and conditions for internet banking service. Unless otherwise provided for by another contract, the services shall be governed by the terms and conditions as stipulated in this Agreement, the significant statement of the Bank, the Personal Data (Privacy) Ordinance - PDPO and common law customer confidentiality. This Agreement is made in accordance with the applicable provisions of the Code of Banking Practice issued by Hong Kong Association of Banks. Any specific agreements shall not contravene this Agreement. However, if such specific agreements provide greater protection to the Customer, such specific agreements shall prevail.

二、名詞定義 Definitions

(一)「網路銀行業務」(Internet Banking)：指存戶端電腦經由網際網路與貴行電腦連線，無須親赴銀行櫃台，即可直接取得貴行所提供之各項金融服務。

“Internet banking” means that the Customer may directly access the various financial services provided by the Bank without going to the bank counter personally once the Customer’s computer terminal connects with the Bank’s computer via the internet.

(二)「網路銀行系統」：指貴行(或其他由貴行以絕對的酌情權力不時指定的服務供應商)用作運作本網路銀行服務的系統及設備。

“Internet Banking System”: means the system and equipment of the Bank (or such other service provider(s) as the Bank may, in its absolute discretion, nominate from time to time) for operating the Internet Banking Service.

(三)「電子訊息」(Electronic Message)：指貴行或存戶經由電腦及網路連線傳遞之訊息。

“Electronic message” means the message transmitted by the Bank or the Customer via the PC and internet.

(四)「指示」：指申請人(或聲稱為申請人的任何其他人士)透過提供申請人之使用者代號、密碼及/或其他識別資料並根據本契約的條款給予貴行有關使用本網路銀行服務或透過本網路銀行服務進行任何交易之指示。

“Instruction”: means the instruction(s) in respect of the Internet Banking Service or any transaction conducted through the Internet Banking Service given by quoting the username, user password and/or such other identifier(s) of the Customer by the Customer (or such other person purporting to be the Customer) to the Bank in accordance with the provisions of this Agreement.

(五)「約定帳戶」：指申請人與貴行以書面方式指定的申請人可透過本網路銀行服務進行款項轉出或轉入之帳戶。

“Designated Accounts”: means accounts from time to time specified by the Customer with the Bank in writing for the purpose of inward or outward transfer of funds conducted through the Internet Banking Service.

(六)「服務時間」：提供一週7天每天24小時全天候金融服務，惟每日下午六點半至七點將進行系統批次作業，此期間將暫停客戶線上查詢與交易服務。

“Service hours” mean 24 hours a day, 7 days a week from Monday to Friday, but we will suspend the inquiry and transaction services from 18:30 to 19:00 for running the system batch job.

(七)「安全電子資料傳輸協定(Secure Socket Layer, SSL)」：係指資料以SSL通訊協定在網際網路傳輸，確保訊息之隱密性及訊息之完整性。

“Secure Sockets Layer (SSL)” are cryptographic protocols that provide security and data integrity for communications over TCP/IP networks such as the Internet.

(八)「動態密碼」：One Time Password(以下簡稱 OTP)，其運作模式是由 OTP 內部晶片透過特殊演算法計算出一組動態密碼。

“Dynamic Password” means One Time Password (OTP) generated by (OTP reader) chip using special algorithm.

三、網頁之確認 Identification of webpages

存戶使用網路銀行前，請先確認網路銀行正確之網址(<http://www.tcb-bank.com.hk>)，才使用網路銀行服務；如有疑問，存戶應洽詢貴行客服專線。

貴行應盡善良管理人之義務，隨時注意有無偽造之網頁。

Prior to using the internet banking services, the Customer shall check and ensure the correct internet banking website(<http://www.tcb-bank.com.hk>) and contact us immediately should you encounter any difficulties or irregularities. Also, the Bank shall perform the duty of care as a bona fide administrator to keep alert of the existence of any false website.

四、連線所使用之網路 Internet Connection

存戶與貴行同意使用約定之網際網路進行電子訊息傳輸。雙方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約定事項，並各自負擔網路使用之費用。

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

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

五、電子訊息之接收與回應 Receipt of and response to electronic message

貴行接收含數位憑證或經貴行及存戶同意用以辨識身分之電子訊息後，應即時進行檢核或處理，並將檢核或處理結果通知存戶。貴行或存戶接收來自對方任何電子訊息，若無法辨識其內容時，視為自始未傳送。但貴行可確定存戶身分時，應立即將內容無法辨識之事實通知存戶。

Upon receipt of the electronic message containing digital certificate or other symbols agreed by the Bank and the Customer for verification of identity, the Bank shall proceed to verify or process it immediately, and inform the Customer the verification or processing result. Where it is impossible for the Bank or the Customer to identify the contents of any electronic message from the other party, the electronic message will be deemed never transmitted. However where the Bank is able to identify the Customer's identity, the Bank shall notify the Customer the facts that contents therein are not identifiable.

六、電子訊息之不執行 Non-execution of electronic message

如有下列情形之一，貴行得不執行任何接收之電子訊息：

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

(一) 有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。

where the Bank has substantive reason to doubt the authenticity of the electronic message or the accuracy of matters instructed therein;

(二) 貴行依據電子訊息處理，將違反相關法令之規定者。

where the Bank would violate laws and/or regulations if the Bank shall process the electronic message;

(三) 貴行因存戶之原因而無法於帳戶扣取存戶所應支付之費用者。

where it is impossible for the Bank to debit the fees payable by the Customer from the Customer's account due to causes attributable to the Customer.

(四) 貴行不執行前項電子訊息者，應同時將不執行之理由及情形通知存戶，存戶受通知後得以電話向貴行確認。

If the Bank will not execute the electronic message due to any of the foregoing paragraphs, the Bank shall concurrently notify the circumstances and the reason for non-execution to the Customer. The Customer may then make enquiries with the Bank by phone after receipt of the Bank's notice.

七、存戶軟硬體安裝與風險 Customer's installation of software and hardware and risks

存戶申請使用本約定事項之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由存戶自行負擔。

第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意存戶於約定服務之範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。因存戶之行為致侵害貴行或第三人之智慧財產權或其他權利，或因不當之操作使用致生損害時，應自負其責任。存戶如因電腦操作需要而安裝其他軟硬體，有與貴行所提供之軟硬體設備併用之必要者，應遵守貴行所提供安裝之相關資料，並自行負擔其費用及風險。

The Customer applying to use the services provided under this Agreement shall install computer software, hardware and other equipments related to security on his/her own. The expenses for installation and risks shall be borne by the Customer solely.

If the software and hardware as stipulated in the preceding paragraph and related documents are provided by the Bank, the Bank only agrees that the Customer may use them within the scope of service as agreed herein and the Customer is prohibited from transferring, lending them or delivering by any means whatever to any third party. Where the Customer's act infringes upon the Bank's or a third party's intellectual property right or other rights and interests, or any damage is caused due to inappropriate use, the Customer shall be solely liable for the damages. Where it is necessary for the Customer to install other software and hardware and to use them together with the software and hardware provided by the Bank to meet the operation needs, the Customer shall follow the relevant information and requirements for the installation provided by the Bank and bear the expenses and risk thereof solely on his/her own.

八、存戶連線與責任 Customer's connection and responsibility

貴行與存戶有特別約定者，必須與貴行為必要之測試後，始得連線。

存戶對貴行所提供之授權使用者代號、密碼、軟硬體及相關文件，應負保管之責。

存戶輸入前項密碼連續錯誤達規定次數時(註1)，貴行電腦即自動停止存戶使用本約定事項之服務。存戶如擬恢復使用，應重新辦理申請手續。

註1：登入密碼連續錯誤達規定四次時，電腦即自動停止存戶使用本約定事項之服務。

Where the Bank and the Customer have any special agreement, the Customer must have completed the necessary tests instructed by the Bank before connection with the Bank's terminal is permitted.

The Customer shall be responsible for maintaining the username, PIN code, software, hardware and related documents provided by the Bank. Where the Customer enters the PIN Code in error for specific times¹, the Bank's computer will immediately suspend the Customer from using the services under this Agreement automatically. Where the Customer wishes to restore the use of services, the Customer shall make a new application again. The Customer shall return the equipment and related documents provided by the Bank immediately upon termination of this Agreement.

[1]: When the Customer enters the PIN Code in error for consecutive four times, the Bank's computer will immediately suspend the Customer from using the services under this Agreement automatically.

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九、電子訊息錯誤之處理 Response to error in electronic messages

存戶利用本約定事項之服務，如其電子訊息因不可歸責於存戶之事由而發生錯誤時，貴行應協助存戶更正，並提供其他必要之協助。前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子訊息或貴行及存戶約定之方式通知存戶。

Where the Customer's electronic message is in error due to causes not attributed to him/her when using the services under this Agreement, the Bank shall assist the Customer to make correction and provide other necessary assistance. Where the services referred to in the preceding paragraph are in error due to causes attributed to the Bank, the Bank shall make correction immediately upon having knowledge thereof and inform the Customer by electronic message or in other manners agreed by the Bank and the Customer

十、電子訊息之合法授權與責任 Lawful Authorization of electronic messages and Responsibilities

存戶與貴行應確保所傳送至對方之電子訊息均經合法授權。

存戶與貴行於發現有第三人冒用或盜用授權使用者代號、密碼，或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。貴行接受通知前，對第三人使用該服務已發生之效力，除非貴行能證明存戶有故意或過失者外，貴行仍負責任。

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

Where the Bank and the Customer discover that any third party has misused or stolen the username, PIN code, or any other circumstances where there is no lawful authorization, the Bank and/or the Customer shall notify the other party to suspend the use of the services and to take preventative measures by telephone, in writing or in other manners as agreed. Before receipt of the notice as stipulated in the preceding paragraph, the Bank shall still be liable for the transactions conducted by the third party by using the Service, unless the Bank is able to prove that such transactions are intentionally or negligently conducted by the Customer.

十一、資料安全 Data Security

存戶與貴行應各自確保電子訊息安全，防止非法進入系統、竊取、竄改或毀損業務記錄及資料。第三人破解使用電腦之保護措施或利用電腦系統之漏洞爭議，由貴行就該事實不存在負舉證責任。駭客入侵貴行之電腦或相關設備者所發生之損害，由貴行負擔。

The Bank and the Customer shall respectively guarantee the safety of electronic messages, and prevent illegal entry into the system, theft, tampering with and damage of the transaction record and data. The burden of proof shall rest on the Bank over the non-existence of the fact that a third party has penetrated the safety measures of the computer or taken advantage of the defect of the computer system. The damage caused by hacker's invasion of the computer or relevant equipment shall be borne by HSBC.

十二、保密義務 Non-disclosure Obligation

除其他法律規定外，存戶與貴行應確保所交換之電子訊息或一方因使用或執行本約定事項服務而取得他方之資料，不洩漏予第三人，亦不可使用於與本約定事項無關之目的，且於經他方同意告知第三人時，應使第三人負本條之保密義務。前項第三人如不遵守此保密義務者，視為本人義務之違反。

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

If the third party referred to in the preceding paragraph fails to perform its obligation of confidentiality, it shall be deemed a violation by the party who disclosed such messages or data to the third party.

十三、電子訊息之效力 Effect of electronic message

存戶與貴行同意依本約定事項交換之電子訊息，其效力與書面文件相同。

The Bank and Customer agree that the electronic messages exchanged under this Agreement have the same effect as documents in writing.

十四、不可抗力 Force majeure

一方於發生不可抗力情事時，對於本約定事項所生義務之不履行或遲延履行均不視為違約，亦無須負任何賠償責任。

The Bank or the Customer shall not be liable for the damages suffered by the other party due to either party's non-performance or delay in performing the obligation under this Agreement caused by force majeure.

十五、轉帳匯款交易 Fund Transfer

- (一)存戶應事先以書面申請轉出帳號及轉入帳號。存戶得視各帳戶實際需要，訂定各帳戶轉出最高限額，每日轉出最高限額。約定帳戶轉帳部分，如存戶未約定轉帳金額，則每日累計轉出金額上限，企業戶為HKD5,000,000，個人戶為HKD1,000,000。非約定帳戶轉帳部分，每日轉出金額企業戶最高不得逾HKD500,000，個人戶最高不得逾HKD 50,000。

The Customer shall apply to designate the accounts for transfer funds outward and designated the accounts for transfer inward in writing. The Customer may set the maximum amount of fund transfer outward accumulatively per day. For fund transfer to the designated account, where the Customer fails to designate the amount of fund which can be transferred to the designated account, limit of daily accumulation shall be set as HKD5,000,000 for Business accounts and HKD1,000,000 for Personal account. For fund transfer to non-designated account, the accumulatively per day shall be set as HKD500,000 for Business accounts and HKD 50,000 for Personal account.

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- (二) 已成交之外匯交易，不得撤銷。存戶如有重大違約情形，貴行得取消存戶線上外匯交易資格。Foreign exchange that has been transacted shall not be revoked. If the customer commits a material breach of the Agreements, the Bank may cancel the customer's qualification for performing no-line foreign exchange transaction.
- (三) 異常帳戶處理 Response to extraordinary accounts. 如經貴行研判存戶之帳戶有疑似不當使用之情事時，貴行得逕自終止存戶使用網路轉帳功能。If the Bank determines that the customer's account demonstrates any circumstances that it may be improperly used, the Bank may at its sole discretion terminate the right of the Customer to use internet banking.
- (四) 存戶同意如下 Customer agree the following terms:
- 貴行有權按貴行的發送安排處理跨行轉帳的申請 The Bank reserves the right to effect an instruction as RTGS according to its routing arrangement ;
 - 如貴行未能提供一確定的匯率報價，會以臨時匯率辦理跨行轉帳，並在確知實際匯率做出調整。任何臨時匯率與實際匯率之間的差額，得視當時情況在存戶的帳戶中扣除或歸還； Where the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the RTGS on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange holder's account;
 - 貴行於當日結束前收到匯款申請，有可能不能在當日處理。同時，貴行只會在有關服務能夠提供的情形下，包括但不限於有關國家/目的地銀行及有關貨幣的結算系統，方能處理有關申請； Applications received by the Bank's remittances department by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day. Also, processing of the applications will be subject to the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of the correspondent and/or destination banks;
 - 貴行無須知會存戶 The Bank is not responsible to advise the Customer of :
 - 有關受款國當地法律或規例所實施的外匯管制或其他類似限制，亦無須就匯款因該等管制及限制而引致的任何損失或遲延承擔責任。存戶應自行查詢有關的規定 any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and shall not be liable for any loss or delay as a result of the payment being subject to such control and restriction. The Customer is strongly advised to make his own enquiries ;
 - 有關海外銀行或其他銀行可能收取的費用，亦無須就不能提供此項資料承擔責任 any charges which may be imposed by overseas bank or other bank and shall not be liable if such information cannot be provided ;
 - 貴行有權在任何情況下不處理或拒絕有關跨行轉帳申請而不須給予任何理由 The Bank reserves the right not to accept or otherwise reject an application for a RTGS without giving reasons ;
 - 為遵守有關打擊洗黑錢和恐怖分子籌資活動的規定及/或國際條例，貴行在進行跨行轉帳交易時，可能有需要透露有關存戶的個人或其他客戶資料，包括但不限於存款帳戶號碼和存戶姓名、地址及其他資料。存戶在此授權貴行向貴行認為有需要的任何相關代理銀行，付款人或其他適當監管機構做出此等披露。To comply with regulatory and/or international guidelines concerning anti-money laundering and anti-terrorist financing activities, in processing a RTGS, the Bank may be required to disclose the personal data or other customer information of the Customer, including without limitation the origination account number (where applicable) and the Customer's name, address and other unique reference (such as date of birth or number of personal/corporate identity document) and the Customer hereby authorizes the Bank to make such disclosure to any correspondent bank involved, the payee or other appropriate authorities as the Bank considers appropriate.
 - 存戶明白貴行不能及時處理涉及外匯兌換的付款申請/交易指示，並接受貴行會以處理付款申請/指示當時的現行匯率處理該付款申請/指示，而實際匯率可能與存戶發出申請/指示時的匯率有所差異。貴行於存戶發出申請/交易指示時所提供的任何匯率只供參考，實際匯率以處理該申請/指示當時的現行匯率為準。the Customer accepts that there will be a time lapse between submission of payment application/transaction request involving currency conversion and the processing of such application/request, and the prevailing exchange rates at the time of processing of such application request (which may vary from the exchange rates at the time of submission) will apply to such application/request. Any exchange rate provided by the Bank at the time of submission of payment application/transaction request is for indication only, the actual exchange rate applicable will be the prevailing exchange rate at the time of processing of such application/request.

十六、紀錄保存 Maintenance of record

存戶與貴行應保存所有含數位憑證之電子訊息及經由網路所提供相關電子訊息之紀錄，並應確保其真實性及完整性。貴行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限至少為七年。

The Bank and the Customer shall maintain all electronic messages containing digital certificate and the record for the relevant electronic messages provided via internet, and shall ensure the authenticity and comprehensiveness of the records. The Bank shall maintain the records referred to in the preceding paragraph with due care as a bona fide administrator for at least seven years.

十七、文書送達 Service of documents

存戶保證其所提供予貴行的資料（無論在開戶約定書或其他文件中）就其所知均屬正確，並同意貴行有權使用有關資料記錄（包含但不限於地址、電話號碼、電郵地址、手提電話及傳真號碼）（統稱「聯絡資料」），做為與存戶通訊之用（無論是透過書面、電話、SMS短訊、傳真、電郵或其他方式）。The Customer warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are, to the best of the customer's knowledge, accurate and acknowledges that the Bank may

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make use of any such particulars recorded with the Bank(including without limitation address, telephone number, email address, mobile phone and fax number)(collectively “Contact Details”) as a means of communication with the customer (whether through letters, telephone call, SMS, fax, email or otherwise.)存戶亦承諾聯絡資料變更，應即以書面或其他約定方式通知貴行，並同意改依變更後之聯絡資料為送達處。凡以存戶最後於貴行登記的任何一項或多項聯絡資料向存戶發送的所有通訊，得視為已正式送達存戶。如貴行根據存戶最後於貴行登記的一項或多項聯絡資料向存戶發出的通訊但不能送達存戶，貴行可全權決定不再按照有關聯絡資料陸續發出通訊（包含但不限於戶口結單、出入帳通知書及其他通訊）。The Customer undertakes to notify the Bank of any change of the Contact Details. All communications sent by the Bank to the customer using any one or more of the Contact Details last registered with the Bank shall be deemed to have been duly delivered to the customer. Where in the Bank’s opinion communications sent to the customer using one or more of the Contact Details last registered with the Bank will fail to reach the customer, the Bank may in its side discretion stop sending further communication (including without limitation account statements, debit/credit advices and other communications) to the Contact Details concerned or the customer.

存戶同意審核貴行所提供的帳戶結單，檢查有否出現無論任何原因（包括但不限於偽造、冒簽、詐騙、未經授權交易或存戶或任何其他人士的疏忽）而引致的任何錯誤、偏差、未經授權扣款或其他交易或入帳。The Customer agrees to examine each statement of account provided by the Bank to see if there are any errors, declinations, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the customer or any other person.

存戶亦同意帳戶結單是貴行與存戶之間就其帳戶結餘方面的確實證明，而存戶將受帳戶結單的約束，並將視為已同意拋棄任何就該結單而向貴行提出反對或追討賠償的權利，除非存戶在(a.) 或 (b.)之後的90天內，以書面知會貴行任何錯失。

The customer also agrees that the statement of account shall, as between the Bank and the customer, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the customer notifies the Bank in writing of any such errors within 90 days after:

- a. 專人向其送遞帳戶結單(如以專人送遞方式發送)；或personal delivery of such statement of account to the customer if it is personally delivered; or
- b. 貴行寄出帳戶結單（如以郵寄方式發送）；the Bank has posted such statement of account if the statement of account is sent by post;

在提供服務的過程中，貴行（或其代理人）可能需要以錄音記錄存戶的口頭指示及／或存戶與貴行（或其代理人）在該服務過程中的任何對話。貴行保留權利，在貴行認為適當的一段時間之後銷毀錄音記錄。In the course of providing its services, the Bank may need to (but shall not be obliged) record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers prudent.

十八、網路操作 On-line operation

存戶應事先詳讀貴行公告或約定，即依照網路之指示步驟操作，如因操作不當或其他任何非可歸責於貴行事由致有損及存戶權益情事發生時，存戶應自行負責。

The Customer shall carefully read the Bank’s announcement or agreement in advance and operate the service pursuant to the instructions given on the internet. Where the Customer’s rights and interests are infringed due to improper operation or any other circumstances not attributable to the Bank, the Customer shall take the responsibility solely.

十九、存戶終止約定事項 Customer’s termination of this Agreement

存戶得隨時終止本約定事項，但應親自或以其他約定方式辦理。

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

二十、貴行終止約定事項 Bank’s termination of this Agreement

貴行終止本約定事項時，須於終止日三十日前以書面通知存戶。但存戶如有下列情事之一者，貴行得隨時以書面或其他約定方式通知存戶終止本約定事項：

Where the Bank wishes to terminate this Agreement, it shall give a written notice to the Customer until 30 days prior to the termination. However where the Customer is subject to any of the following circumstances, the Bank may inform the Customer to terminate this Agreement in writing or in other manners as agreed:

(一)存戶未經貴行同意，擅自將約定事項之權利或義務轉讓第三人者。

Where the Customer transfer the right or obligation under this Agreement to a third party without the Bank’s consent;

(二)存戶受法院破產或重整宣告者。

Where the Customer is declared bankrupt or reorganization by a court;

(三)存戶違反本約定事項第十條至第十二條之規定者。

Where the Customer violates Articles 10-12 herein;

(四)存戶違反本約定事項之其他約定，經催告改善或限期請求履行未果者。

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Where the Customer breaches other provisions of this Agreement and fails to rectify his/her default or to perform the agreement within specified time limit upon been notified to do so.

二十一、約定事項修訂 Amendments

貴行可隨時全權修訂本約定事項及貴行所提供的服務的有關條款。有關修訂將在貴行已張貼告示或其他方式預先通知存戶。如存戶並未於該段通知期結束前取消其帳戶或該等服務，將被視為同意該等修訂。The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the customer prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the customer does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.

二十二、標題 Heading

本約定事項各條標題，僅為查閱方便而設，不影響約定事項有關條款之解釋、說明及瞭解。

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

二十三、個人資料 Computer processed personal data

- (一)存戶須向貴行提供有關任何服務的申請所需的所有資料(「個人資料」)，以利貴行考慮是否為存戶提供該等服務。如存戶未能向貴行提供有關資料，可能會導致貴行無法提供該等服務。To enable the Bank to consider whether to provide the customer with any services, the customer is required to supply to the Bank from time to time the customer's personal information("Personal Data") and failure to do so may result in the Bank's inability to provide such service.
- (二)存戶與貴行均須受本約定事項及香港《個人資料(私隱)條例》(香港法例第486章)及普通法下的適用的保密規定之限制。Each of the Bank and Customer hereby agrees to be bound by the terms and conditions in relation to the confidentiality as set out in this Agreement, the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) and the confidentiality provisions applicable to the Customer at common laws in relation to privacy.
- (三)存戶同意貴行有權於其營業目的或其他法令許可範圍內，對存戶之資料蒐集、電腦處理或國際傳遞及利用，並得將之提供與貴行所委任處理營業相關事務人。The Customer agrees that the Bank may collection, computer process, transmit across borders and use the Customers' personal data for the respective and specific purpose and pursuant to laws. 貴行會就該等個人資料、詳情及資料予以使用、儲存、披露、轉移(無論在香港境內或境外)及/或與貴行認為有需要的所有人士交換，包含但不限於合作金庫任何成員公司，作為任何及所有關該等服務的用途，而將該等個人資料連同貴行擁有有關存戶的任何其他個人資料做核對，及/或考慮宣傳，改善或推廣貴行及合作金庫任何其他成員公司一般向帳號持有人提供的財務或其他服務，或產品，及/或打及或防止洗黑錢、恐怖分子籌資活動和其他行事活動，及/或根據貴行不時向存戶發出的結單、通告、通知或其他條款及條件所載的貴行一般個人資料透漏政策用的任何其他用途及向有關人士透露。The Bank will use, store, disclose, transfer (whether within or outside Hong Kong) and/or exchange such Personal Data, details and information to or with all such persons as the Bank may consider necessary including without limitation any member of the Taiwan Cooperative Bank for any and all purposes in connection with such service and/or in connection with matching for whatever purpose(whether or not with a view to taking any adverse action against the customer) any such Personal Data with other Personal Data concerning the customer in the Bank's possession and/or fir the purpose of considering, promoting, improving or furthering the provision of financial or other services or products by the Bank to the customer generally, and/or for the purpose of detecting or preventing money laundering, terrorist financing and other criminal activities, and/or for any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in Statement, Circulars, Notices or other Terms and Conditions made available by the Bank to the customer from time to time.
- (四)在不損害上述條款的情況下，存戶確認當貴行認為有需要或適當時，可將任何該等個人資料、詳情或資料轉給香港特別行政區境內或境外的任何服務供應商，以便該等供應商為貴行進行資料處理或代表貴行向存戶提供任何服務。若待等境外服務供應商所在地區的資料保障條例較為寬鬆，貴行將要求該等服務供應商向貴行做出與香港的資料保障條例基本相同的保密承諾。在任何情況下，貴行將會繼續負責將此等個人資料、詳情或資料保密。Without prejudice to the foregoing, the customer acknowledges that, where the Bank considers it necessary or appropriate, the Bank may transfer any such Personal Data, details or information to any service provider (whether situated in or outside the Hong Kong Special Administrative Region) for the purpose of data processing or providing any service on behalf of the Bank to the customer. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection lwws, the Bank will impose on the service provider confidentiality undertaking substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.
- (五)存戶了解貴行網路銀行系統及其伺服器之建置維護是由貴行委由位於台灣的總行進行維護，並由總行資訊處開發與維護。存戶可向貴行洽詢有關委外作業所揭露於受委託機構之資訊種類及受委託機構之名稱等資料。存戶並同意貴行將其資料外判至貴行總行資訊處做處理。貴行將確保總行資訊處於電腦處理及利用存戶資料時，仍應依法令規定及保障客戶資料的機密與安全。存戶確認貴行可能隨時被要求提供有關存戶的銀行資料給其他財務機構或人士，而存戶同意貴行提供此等資料。存戶了解若貴行的總行所屬之主管當局因監理需要而微調客戶資料時，將會事先通知香港金融管理局。The Customer agrees that in order to meet the Bank's business needs, the Bank may outsource the permitted scope of business pursuant to the requirements of Hong Kong Monetary Authority to other institutions. The Customer understands that

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the maintenance of the Internet Banking system and its servers are undertaken by the Department of information technology of the Bank's headquarter situated in Taiwan. The Customer may inquire the Bank about the types of information disclosed to the institutions in which the scope of business had been outsourced and names of the institutions mandated to carry out the business. The Customer also acknowledges that, from time to time, the Bank may be asked to provide banker's reference to other financial institutions or other parties about the customer and the customer is agreeable to the Bank giving such a reference. The Customer understands that the Bank will notify HONG KONG MONETARY AUTHORITY in advance if there is any managerial demand to access the Customer's data by Taiwan authorities of the Bank's headquarter.

(六)存戶有權要求查閱及改正任何個人資料，或要求不將個人資料作市場推銷用途。存戶可以書面向貴行提出有關要求，地址為香港灣仔告士打道108號光大中心13樓(傳真號碼：852-25981028)。貴行會盡可能滿足存戶的要求，惟貴行在適用的法律及規則下，有可能拒絕存戶的要求。The Customer has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Hong Kong Branch.(Address: Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong; Facsimile Number: 852-25981028) The Bank will comply with such request unless the Bank may or is required to refuse to do so under the applicable law and regulations.

二十四、豁免Waiver

貴行於行使本約定事項賦予之權利、權力及補償權時之任何作為、延遲或遺漏，均不得影響其後或進一步行使該項權利、權力或補償權。本約定事項賦予之權利及補救措施可予累積行使，及不會與法律規定之任何權利及補救措施排斥。

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive if the rights and remedies provided by law.

二十五、管轄法律及司法管轄權 Governing Law and Jurisdiction

貴行提供之服務與本約定事項均受香港特別行政區(「香港」)之法律管轄及根據香港法律予以解釋。

貴行、存戶及網路銀行指定使用人士均同意接受香港法院行使非專屬司法管轄權，惟本章則亦可在任何擁有司法管轄權之法院強制執行。

The Online Banking Service and this Agreement are governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("Hong Kong").

Each of the Bank and Customer hereby agrees to submit to the non-exclusive jurisdiction of the Courts of Hong Kong and that enforcement of this Agreement may be sought at courts of any competent jurisdiction.

貴行及合作金庫其他成員均需遵守不同司法管轄區的公共及監管機關就有關防止洗黑錢、資助恐怖主義活動或對任何可能受制裁人士或團體提供金融及其他服務所訂的法律、規則及要求。The Bank are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to , amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions.

在若干情況下，貴行可能採取的行動或會導致若干資料的處理出現阻礙或延誤。因此於採取該等行動期間，有關該等行動對象的付款通知或其他資訊及通訊，貴行均不會保證在貴行系統取用該等資料時，乃屬準確、現時適用及最新的資料。In Certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, the Bank warrants that won't warrants that any information the Bank's systems relation to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

二十六、適用文本 Governing Version

本約定事項原本係以中文為之，另作成英語譯文僅供當事人參考之用，本約定事項內所載各條款如有任何爭執，應以中文文義為憑。

This Agreement is originally prepared in the Chinese language and is translated into English for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this Agreement, the Chinese language version shall in all events prevail and predominant for all purposes whatsoever.

已審閱及同意遵守上列所勾選服務項目之約定以及「網路銀行服務約定事項」之約束。

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對

Authorized Signature (Chop)授權簽章(簽名及原留印鑑)

Date 日期： year 年 month 月 day 日