

CUSTOMER NO. 帳號

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

網路銀行查詢服務申請書 Internet Banking Enquiry 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 enquiry 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 . 申請辦理網路銀行查詢服務，並已審閱及同意遵守下列所勾選服務項目之約定以及「網路銀行查詢服務約定事項」之約束。

Account Details 帳戶資料

Apply Personal Internet Banking Enquiry Service 新申請個人網路銀行查詢服務

(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。

The way to collect the letter containing pass-code 網路銀行密碼單領取方式：

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

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合作金庫商業銀行香港分行網路銀行查詢服務約定事項

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

一、約定事項之適用範圍 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，悉依本約定事項之約定、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特別行政區法律規定擬定。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, and unless otherwise provided for in any specific agreement, the services shall be governed by the terms and conditions and other relevant documents so as to address the applicable legal requirements (e.g. the Personal Data (Privacy) Ordinance, consumer protection regulations of overseas jurisdictions) and potential reputation issues herein. 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

- (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(目前僅供網路查詢存款/匯款之用途)。
“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 (For Deposit/ Remittance use only).
- (二)「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.
- (三)「數位簽章」(Digital signature)：除法律另有規定外，指貴行及存戶將傳送電子訊息所附經雙方認同之電子識別碼或符號視為當事人一方之簽名，用以確認訊息發送者身分。
“Digital signature” means unless otherwise provided under laws, the Bank and the Customer identify the electronic identification codes or symbols approved by both parties as attached to the sent electronic message as either party’s signature to verify the sender’s identity.
- (四)「私密金鑰」(Private Key)：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
“Private key” means the digital data reserved by the producer of signature among a set of mapping digital data, which are used to decode electronic data and produce the digital signature.
- (五)「公開金鑰」(Public Key)：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
“Public key” means the digital data among a set of mapping digital data which are used to encrypt electronic messages or certify the signatory’s identity and genuineness of the digital signature.
- (六)「憑證」：指由憑證機構以數位簽章方式簽署之資料訊息，用以確認憑證申請者之身分，並證明其確實擁有一組相對應之公開金鑰及私密金鑰之數位式證明。
“Certificate” means the electronic message signed by the certification organization by virtue of digital signature, which is used to identify the applicant’s identity, and also is the digital certificate proving that the applicant truly possesses a set of correspondent public keys and private keys.
- (七)「服務時間」：指週一至週五上午九點至下午四點三十分，惟貴行依規定對外停止營業之日除外。但因服務項目之特殊性，貴行得另行約定或公告服務時間。
“Service hours” mean 9:00 a.m. to 4:30 p.m. from Monday to Friday, exclusive of the dates when the Bank suspends doing business. However the Bank may agree on or public the service hours separately to meet the special requirements of services.
- (八)SSL (Secure Socket Layer, 安全電子資料傳輸協定)：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.

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 will, from time to time, check whether there is any fake website in existence.

四、連線所使用之網路 Internet Connection

存戶與貴行同意使用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 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

貴行接收含數位簽章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 signature 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、電子訊息交換作業時限 Time limit for electronic message exchange operation

電子訊息係由貴行電腦自動處理，存戶發出電子訊息傳送至貴行後即不得撤回、撤銷或修改。但未到期之預約交易在貴行規定之期限內，得撤回、撤銷或修改。若電子訊息經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行服務時間時，貴行應即以電子訊息通知存戶，該筆交易將依約定不予處理，或自動改於次一營業日處理。

The electronic message will be processed by the Bank’s computer automatically. The Customer shall not withdraw, cancel or modify the electronic message after the message is transmitted to the Bank. However, the Customer may withdraw or cancel the scheduled transactions which date has not yet arrived within the time limit specified by the Bank. Where the electronic message is transmitted to the Bank via internet and the Bank’s service hours has passed while the electronic message is being automatically processed by the Bank’s computer, the Bank shall immediately notify the Customer by electronic message that the said transaction will not be processed as



agreed, or the transaction will be automatically processed on the following business day automatically.

八、存戶軟體安裝與風險

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體，有與貴行所提供之軟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.

九、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 and hardware and related documents provided by the Bank. Where the Customer enters the PIN Code in error for regular 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]: Where 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.

十、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 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

十一、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 or in writing. The Bank shall not be liable to the Customer for any effect caused by the services herein used by third party before the Bank has received the notification, unless the Bank can proof the Customer maliciously known or had gross negligence.

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 reeferred 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、立書送達 Service of documents

存戶同意以訂約時所指名之地址為相關文書之送達處所，倘存戶之地址變更，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地址為送達處；如存戶未以書面或依約定方式通知變更地址時，貴行仍以訂約時所指明之地址或最後通知貴行之地址為送達處所。貴行對存戶所為之通知發出後，經通常之郵遞期間，即視為已送達。

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

十六、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.

十七、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。

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

十八、 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十一條至第十二條之規定者。
where the Customer violates Articles 11-12 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。
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.

十九、 約定事項修訂 Amendments

本約定事項如有未盡事宜，得經雙方協議，以書面補充或修正之。

Any matters not provided herein shall be supplemented or amended in writing subject to both parties' agreement.

二十、 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.

二十一、 個人資料 Computer processed personal data

(一) 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 collect, computer process, transmit across borders and use the Customers' personal data for the respective and specific purpose and pursuant to laws.

(二) 存戶同意貴行為配合業務需要，得依香港金融管理規定將可委託其他機構處理之業務項目，委託其他機構處理，貴行網路銀行係由貴行委由位於台灣之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資訊處做處理。貴行將確保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性。

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 and the Internet Banking system was developed and maintain by the Department of information technology of the bank. 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 agrees that the Bank may provide his/her information to above mandated institutions, provided that such institutions shall computer process and use the Customer's information pursuant to laws and keep such information confidential.

(三) 除非當時適用之法律或規例或具司法管轄權之法院另有規定，以及有關之香港《個人資料(私隱)條例》另有規定外，貴行將採取合理切實可行之步驟，以維持客戶個人資料之保密性，除貴行私隱政策及/或條款所規定外，未經客戶授權，貴行概不會向任何個人或各方透露該等個人資料。欲知貴行如何保障存戶之個人資料，請參閱貴行之私隱政策。

Unless otherwise required by or in accordance with the prevailing laws and regulations or court of competent jurisdiction and except as referred to in the Personal Data (Privacy) Ordinance ("Ordinance"), the Bank will take reasonably practicable steps to maintain and keep the Personal Data of the Customer confidential and shall not reveal such Personal Data to any individual or party without the authorization of Customer save as provided in the Bank's Privacy Policy and/or the General Conditions. The Customer understands and agrees that he should refer to the Bank's Privacy Policy as to how the Bank protects the Personal Data of Customer.

(四) 除非經過香港金融管理局核備，外判單位所屬之政府機構或其他監管單位不得因監管須要而徵調外判給貴行資訊處之客戶資料。

Unless otherwise in compliance with the laws, regulations or court order, the Bank and other Taiwanese authorities will not examine or access information of businesses outsourced to the Bank's Information Technology Center in Taiwan. If there is any necessity to exercise its supervisory power by the Bank or to access the information by other Taiwanese authorities, the Bank will notify MAS in advance.

二十二、 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.

二十三、 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法律管轄，並須按其詮釋。

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 Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the HONG KONG.

Each of the Bank, the Customer and, where applicable, the Authorized Internet Banking User submits to the non-exclusive jurisdiction of the Courts of the HONG KONG but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

二十四、 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.

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