開戶總約定書修改對照表

開戶總約定書以下條文修訂，自生效日起以異動後條文為適用條款。

項目	異動前	異動後
1.1	中文版 (Page 5) **I. 開戶約定事項** **壹、一般約定事項** **八、 求償限制、政府規定及 貴行規章** 3.立約人同意不得將存單、存摺、印鑑、密碼、金融卡、蓋妥原留印鑑之空白取款憑條/交易指示書/商品申購書等交易單據交付給 貴行行員或任何第三人保管或使用，或要求 貴行行員或任何第三人代為使用網路銀行、電話銀行及自動櫃員機等自動化通路辦理轉帳、申贖基金、投資商品或提現等交易。立約人如有違反或因前述行為所致之任何損失，概由立約人自負其責與 貴行無涉。	中文版 (Page 5) **I. 開戶約定事項** **壹、一般約定事項** **八、 求償限制、政府規定及 貴行規章** 3.立約人同意不得將存單、存摺、印鑑、密碼、憑證私密金鑰、金融卡、蓋妥原留印鑑之空白取款憑條/交易指示書/商品申購書等交易單據交付給 貴行行員或任何第三人保管或使用，或要求 貴行行員或任何第三人代為使用網路銀行、電話銀行及自動櫃員機等自動化通路辦理轉帳、申贖基金、投資商品或提現等交易。立約人如有違反或因前述行為所致之任何損失，概由立約人自負其責與 貴行無涉。
1.2	英文版(page 63) **I. Terms and Conditions for Account Opening** **A. General Terms and Conditions** **viii. Restrictions over Claims, Government Requirements, and Bank Charter** 3.The Customer agrees not to hand over any deposit certificate, account passbook, seal, password, ATM card,signed blank withdrawal slip/trade instruction/subscription form etc. to the Bank's staff or any third party for storage or use or ask the Bank's staff or any third parties to transfer money, subscribe/redeem funds, make investments, or withdraw cash on his/her behalf, whether using Internet banking, phone banking or automated teller machines. In case of any loss due to a violation or as a result of the above-mentioned behavior, the Customer shall be solely responsible and the Bank shall not be involved.	英文版(page 63) **I. Terms and Conditions for Account Opening** **A. General Terms and Conditions** **viii. Restrictions over Claims, Government Requirements, and Bank Charter** 3.The Customer agrees not to hand over any deposit certificate, account passbook, seal, password, certificate private key, ATM card, signed blank withdrawal slip/trade instruction/subscription form etc. to the Bank's staff or any third party for storage or use or ask the Bank's staff or any third parties to transfer money, subscribe/redeem funds, make investments, or withdraw cash on his/her behalf, whether using Internet banking, phone banking or automated teller machines. In case of any loss due to a violation or as a result of the above-mentioned behavior, the Customer shall be solely responsible and the Bank shall not be involved.
2.1	中文版 (Page 48) **II、其他事項** **肆、外匯交易服務約定事項** (12)立約人瞭解，外匯交易之換匯限額應依主管機關相關規定辦理，包括每自然人每日透過帳戶買賣人民幣之金額不得逾人民幣兩萬元 (買、賣限額分開計算)，及台外幣間轉帳涉及新台幣結售、結購者，立約人每日單筆及累計之結匯金額以未滿新台幣五十萬元或其等值外幣	中文版 (Page 48) **II、其他事項** **肆、外匯交易服務約定事項** (12)立約人瞭解，外匯交易之換匯限額應依主管機關相關規定辦理。立約人辦理新臺幣結匯時，如單筆或單日累積之結匯金額達等值新台幣五十萬元以上者，應依外匯收支或交易申報辦法據實申報(下稱「新台幣結匯申報」)。 新臺幣結匯金額是否達申報門檻，於結購新臺

	為限(結購、結售分開計算) ，上述交易限額應併計臨櫃及其他自動化交易通路之交易金額；每自然人每日透過網路銀行及電話銀行成交之外匯交易筆數以五十筆(含)為上限(結購、結售合併計算)。有關法令未來如有變更， 貴行應逕依變更後之規定辦理。	幣及結售新臺幣應分別計算之。就結購新臺幣及結售新臺幣是否分別達前述申報門檻，應將臨櫃及其他自動化通路之結匯金額合併計算。立約人除親赴或委託第三人至貴行各分行臨櫃辦理新臺幣結匯申報外，亦得於銀行營業日以貴行認可之有效金融憑證透過網路銀行或行動銀行申報。貴行有權逕依有關外匯法令之規定，據實代立約人結匯申報，立約人悉數承認，絕無異議。倘因法令限制或已逾每年累積新台幣結匯額度上限致須向中央銀行申請核准者，貴行有權拒絕受理該筆結匯交易，立約人應自行承擔因此所生之一切責任與損失。每一自然人每日透過帳戶辦理人民幣結購、結售之交易，其單筆或當日累積金額分別不得超過人民幣兩萬元。每一自然人每日透過網路銀行及行動銀行承作之外匯交易(得辦理之外匯交易僅限即時換匯、留單委託、預約換匯)合計以五十筆(含)為上限。如未來外匯相關法令有任何修訂，貴行得依修訂後之規定辦理。
2. 2	英文版(page 124) **III. OTHER TERMS AND CONDITIONS** D. Terms and Conditions for Foreign Exchange Services (12)The Customer understands that the foreign exchange limit shall be subject to the relevant regulations of the government authority, including but not limit to the daily amount of CNY exchange transaction conducted through the Customer's account shall be limited to CNY 20,000 per person(purchase amount and sale amount shall be calculated separately), and the daily amount of each and/or accumulated foreign exchange transaction between NTD and other currencies (purchase amount and sale amount shall be calculated separately) shall be limited to NTD 500,000 or its equivalent in foreign currency. The said exchange transaction amount shall include all exchange amounts conducted through the bank's teller or automation channels, and the total number of the daily foreign exchange transactions (inclusive of purchase and sale transactions) executed through the Bank's Online Banking and Mobile Banking per person shall not exceed 50 . In the event of any amendment made to relevant laws and regulations from time to time, such relevant laws and regulations shall apply.	英文版(page 124) III. OTHER TERMS AND CONDITIONS D. Terms and Conditions for Foreign Exchange Services (12)The Customer understands that the foreign exchange limit shall be subject to the relevant regulations of the government authority. When the Customer conducts a declaration of foreign exchange settlement against the New Taiwan dollar, and the daily amount of each and/or accumulated foreign exchange transaction between NTD and other currencies (purchase amount and sale amount shall be calculated separately) reaches NTD 500,000 or its equivalent in foreign currency, the Customer shall make a declaration in accordance with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions (" Declaration for NTD Foreign Exchange Settlement "). Whether the foreign exchange transaction amount against the New Taiwan dollar reaches the declaration threshold shall be calculated separately by purchase amount and sale amount. The said foreign exchange transaction amount against the New Taiwan dollar shall include all exchange amounts conducted through the bank's branch or automation channels. In addition to making the Declaration for NTD Foreign Exchange Settlement in person or by appointing a third party at any of the Bank's branches, the Customer may also make such declaration on a banking business day via the Bank's Online Banking or Mobile Banking using valid financial certificate accepted by the Bank. The Bank is entitled, pursuant to applicable foreign exchange laws and regulations, to make truthful foreign exchange settlement declarations on behalf of the Customer, and the Customer fully acknowledges and agrees thereto without objection. If, due to legal restrictions or because the Customer has exceeded the accumulated amount of foreign exchange

		purchased or sold within one year and approval from the Central Bank is required, the Bank is entitled to refuse to process such settlement transaction, and the Customer shall bear all responsibilities and losses arising therefrom. Each natural person shall, on a daily basis, conduct Renminbi purchase and sale transactions through his/her account, and the amount of each transaction or the aggregate amount on the same day shall not exceed RMB 20,000, respectively. In addition, the total number of foreign exchange transactions conducted by each natural person per day via Online Banking and /or Mobile Banking (limited to real-time FX conversion, FX Limit Order Services, and Standing Instruction) shall not exceed 50 transactions. In the event of any amendments to the applicable foreign exchange laws or regulations in the future, the Bank may handle such matters in accordance with the amended provisions.
3. 1	中文版 (Page 50) **伍、網路銀行暨行動銀行業務服務** **二、 名詞定義**	中文版 (Page 50) **伍、網路銀行暨行動銀行業務服務** **二、 名詞定義** 13.「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。 14.「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。前述「數位簽章」屬電子簽章之一種，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，並具憑證機構簽發之憑證者。, 15.「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。
3. 2	英文版(page 127) **E. Online Banking and Mobile Banking Services Agreement** **ii.Definition**	英文版(page 127) **E. Online Banking and Mobile Banking Services Agreement** **ii.Definition** 13. "Certificate" means an electronic attestation which links signature-verification data to a person and confirms the identity and attribute of that person. 14. “Private Key” means certain digital data that are contained in the digital data having the parity matching relation and are possessed by a signatory to create a digital signature. The said “digital signature means a kind of electronic signature generated by the use of mathematic algorithm or other cryptographic means to create a certain length of digital data encrypted by the signatory's private key, and capable of being verified by the public key and supported by a certificate issued by a certification authority. 15. "Public key" means certain digital data that are contained in the digital data having the parity matching relation and are open to the public to verify a digital signature.

4.1	中文版 (Page 51) **伍、網路銀行暨行動銀行業務服務** **十二、 立約人連線準備及其責任** 2.立約人對 貴行所提供或授權使用之使用者名稱、網銀密碼或簡訊密碼、約定接收簡訊密碼之行動電話及其行動電話號碼之 SIM 卡之軟硬體及相關文件，應負保管之責，未妥善保管而發生遺失、毀損、滅失所致之損失，由立約人自行負責，貴行不負任何賠償責任。約定接收簡訊密碼之行動電話號碼或 SIM 卡如有變更、遺失、被竊等情形者，立約人應親臨各分行或依其他經 貴行同意之方式辦理變更或掛失，於完成變更或掛失手續前，使用網路銀行及行動銀行各項服務，概視為立約人有效之指示，由立約人自行負責。 前項軟硬體設備及相關文件如係由 貴行所提供，貴行僅同意立約人於約定服務之範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。倘因立約人之行為致侵害 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導致損害時，應自負其責任。 立約人輸入使用者名稱、網銀密碼、簡訊密碼或身分驗證之資料連續錯誤達三次時，貴行得停止立約人申請、登入或使用本契約之服務。立約人應至 貴行任一分行或依 貴行同意之方式辦理相關手續。	中文版 (Page 51) **伍、網路銀行暨行動銀行業務服務** **十二、 立約人連線準備及其責任** 2.立約人對 貴行所提供或授權使用之使用者名稱、網銀密碼、簡訊密碼、約定接收簡訊密碼之行動電話及其行動電話號碼之 SIM 卡之軟硬體及相關文件、以及憑證私密金鑰，應負保管之責，未妥善保管而發生遺失、毀損、滅失所致之損失，由立約人自行負責，貴行不負任何賠償責任。約定接收簡訊密碼之行動電話號碼或 SIM 卡如有變更、遺失、被竊等情形者，立約人應親臨各分行或依其他經 貴行同意之方式辦理變更或掛失，於完成變更或掛失手續前，使用網路銀行及行動銀行各項服務，概視為立約人有效之指示，由立約人自行負責。前項軟硬體設備及相關文件如係由 貴行所提供，貴行僅同意立約人於約定服務之範圍內使用，不得將之轉讓、出借或以任何方式交付第三人。倘因立約人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導致損害時，應自負其責任。 立約人輸入使用者名稱、網銀密碼、簡訊密碼或身分驗證之資料連續錯誤達三次時，貴行得停止立約人申請、登入或使用本契約之服務。立約人應至 貴行任一分行或依 貴行同意之方式辦理相關手續。
4.2	英文版(page 128) **E. Online Banking and Mobile Banking Services Agreement** **xii.Your responsibility for connection** 2.You shall be responsible for keeping the user name, Online Banking Password or SMS OTP, hardware and software of mobile phone or the SIM card for such phone used for receipt of SMS OTP, and related documents provided or authorized for use by the Bank. You shall be solely liable for any and all losses caused by loss, damage or destruction of the above due to your negligence and the Bank shall not be liable for any such damage. In the event of change of your mobile phone or SIM card used for receipt of SMS OTP, you shall apply for such change by visiting Bank's branches or in a manner agreed by the Bank. Any Online Banking or Mobile Banking services provided to you prior to the completion of application for change of mobile phone used for receipt of SMS OTP shall be deemed as your valid instruction and you shall be responsible for such instruction. In case the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees you may use them to the extent they are required to enable the agreed services and you shall not assign, lease or deliver any of the above to third party. If your act infringes the Bank's or a third party's intellectual	英文版(page 128) **E. Online Banking and Mobile Banking Services Agreement** **xii.Your responsibility for connection** 2.You shall be responsible for keeping the user name, Online Banking Password or SMS OTP, hardware and software of mobile phone or the SIM card for such phone used for receipt of SMS OTP, ~~and~~ related documents provided or authorized for use by the Bank, and certificate private key. You shall be solely liable for any and all losses caused by loss, damage or destruction of the above due to your negligence and the Bank shall not be liable for any such damage. In the event of change of your mobile phone or SIM card used for receipt of SMS OTP, you shall apply for such change by visiting Bank's branches or in a manner agreed by the Bank. Any Online Banking or Mobile Banking services provided to you prior to the completion of application for change of mobile phone used for receipt of SMS OTP shall be deemed as your valid instruction and you shall be responsible for such instruction. In case the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees you may use them to the extent they are required to enable the agreed services and you shall not assign, lease or deliver any of the above to third party. If your act infringes the Bank's or a third party's intellectual

	property rights or other rights, or damage is caused due to improper operation, you shall take the full responsibility. If you have entered an incorrect password in the preceding paragraph (user name, Online Banking Password, SMS OTP or Identity of verification information) for three (3) consecutive times, the Bank will immediately suspend your application, login or use of Online Banking services. If you wish to continue your use, you need to visiting Bank's branches or follow the relevant procedures as agreed.	property rights or other rights, or damage is caused due to improper operation, you shall take the full responsibility. If you have entered an incorrect password in the preceding paragraph (user name, Online Banking Password, SMS OTP or Identity of verification information) for three (3) consecutive times, the Bank will immediately suspend your application, login or use of Online Banking services. If you wish to continue your use, you need to visiting Bank's branches or follow the relevant procedures as agreed.
5.1	中文版 (Page 51) **伍、網路銀行暨行動銀行業務服務** **十五、 電子文件之合法授權與責任** 雙方同意應確保所傳送至對方之電子文件均經合法授權。 雙方同意於發現有第三人冒用或盜用經合法授權之使用者名稱及密碼，或其他任何未經合法授權之情形，應立即以電話或其他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。貴行接受前項通知前，對第三人使用該服務已發生之效力，由 貴行負責。但有下列任一情形者，不在此限： 1.貴行能證明立約人有故意或過失。 2.貴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。惟立約人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。 針對第二項冒用、盜用事實調查所生之鑑識費用由 貴行負擔。	中文版 (Page 51) **伍、網路銀行暨行動銀行業務服務** **十五、 電子文件之合法授權與責任** 雙方同意應確保所傳送至對方之電子文件均經合法授權。 雙方同意於發現有第三人冒用或盜用經合法授權之使用者名稱及密碼、經本行認可之憑證私密金鑰，或其他任何未經合法授權之情形，應立即以電話或其他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。貴行接受前項通知前，對第三人使用該服務已發生之效力，由 貴行負責。但有下列任一情形者，不在此限： 1.貴行能證明立約人有故意或過失。 2.貴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。惟立約人有特殊事由(如長途旅行、住院等)致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。 針對第二項冒用、盜用事實調查所生之鑑識費用由 貴行負擔。
5.2	英文版(page 128) **xv.Legal authorization and responsibility of electronic documents** **The parties agree to ensure that electronic documents sent to the other party are all legally authorized.** The parties agree that in the event of discovery of unauthorized use or theft of legally authorized user name and password by third party, or any other circumstances where legal authorization is not obtained, the party discovering the violation shall immediately call or notify the other party in a manner agreed to by both parties to stop using the service and take precautionary measures. The Bank shall remain liable for use of the services by third party that has taken effect prior to the Bank's receipt of notice, except for any of the following circumstances: 1.The Bank is able to prove you had such an intention or committed negligence 2.It has been more than forty-five (45) days after the Bank notifies you to verify the transaction or bill in a manner agreed to by the parties. If there is any special circumstance (e.g. long distance travel or hospitalization) which impedes you from being notified, The forty-five (45) days shall begin from the end of the special circumstance. Provided,	英文版(page 128) **xv.Legal authorization and responsibility of electronic documents** **The parties agree to ensure that electronic documents sent to the other party are all legally authorized.** The parties agree that in the event of discovery of unauthorized use or theft of legally authorized user name and password by third party, or certificate private key accepted by the Bank, or any other circumstances where legal authorization is not obtained, the party discovering the violation shall immediately call or notify the other party in a manner agreed to by both parties to stop using the service and take precautionary measures. The Bank shall remain liable for use of the services by third party that has taken effect prior to the Bank's receipt of notice, except for any of the following circumstances: 1.The Bank is able to prove you had such an intention or committed negligence 2.It has been more than forty-five (45) days after the Bank notifies you to verify the transaction or bill in a manner agreed to by the parties. If there is any special circumstance (e.g. long distance travel or hospitalization) which impedes you from being notified, The forty-five (45) days shall begin from the end of the special circumstance. Provided,

	however, that the Bank shall remain liable if the Bank had such an intention or committed negligence. The Bank shall be liable for the forensics fees incurred for investigation of the unauthorized use or theft in the preceding paragraph.	however, that the Bank shall remain liable if the Bank had such an intention or committed negligence. The Bank shall be liable for the forensics fees incurred for investigation of the unauthorized use or theft in the preceding paragraph.
6.1	中文版 (Page 52) **伍、網路銀行暨行動銀行業務服務** **二十三、 契約修訂** 本契約約款如有修改或增刪時，貴行以書面或雙方約定方式或於 貴行營業廳處所或網站公告方式通知立約人後，立約人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立約人，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，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前項得異議時間內通知銀行終止契約： 1.第三人冒用或盜用使用者代號、密碼，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。 2.其他經主管機關規定之事項。	中文版 (Page 52) **伍、網路銀行暨行動銀行業務服務** **二十三、 契約修訂** 本契約約款如有修改或增刪時，貴行以書面或雙方約定方式或於 貴行營業廳處所或網站公告方式通知立約人後，立約人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立約人，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，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前項得異議時間內通知銀行終止契約： 1.第三人冒用或盜用使用者代號、密碼、憑證私密金鑰，或其他任何未經合法授權之情形，貴行或立約人通知他方之方式。 2.其他經主管機關規定之事項。
6.2	英文版(page 129) **xxiii.Modifications** Where there is any modification or amendment to any provision under the contact and the Bank notifies you in writing or Branches or Website or in a manner agreed to by the parties, you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank within seven (7) days, indicating your dissent. However, where there is a change to the following items, the Bank shall notify you in writing or in a manner agreed to by both parties sixty (60) days prior to such change stating the changed items and the new and old provisions in a conspicuous and clear manner, and that you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank before the effective date of the changed items indicating your dissent, and that you shall notify the Bank to terminate the contract within the dissenting period above if you have any dissent: 1.The manner in which you or the Bank notifies each other where there is any unauthorized use or theft of legally authorized user name and password by third party, or any other circumstances where legal authorization is not obtained. 2.Other items prescribed by competent authorities.	英文版(page 129) **xxiii.Modifications** Where there is any modification or amendment to any provision under the contact and the Bank notifies you in writing or Branches or Website or in a manner agreed to by the parties, you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank within seven (7) days, indicating your dissent. However, where there is a change to the following items, the Bank shall notify you in writing or in a manner agreed to by both parties sixty (60) days prior to such change stating the changed items and the new and old provisions in a conspicuous and clear manner, and that you will be deemed to have agreed to such modification or amendment to the provision unless you send a notice to the Bank before the effective date of the changed items indicating your dissent, and that you shall notify the Bank to terminate the contract within the dissenting period above if you have any dissent: 1.The manner in which you or the Bank notifies each other where there is any unauthorized use or theft of legally authorized user name ~~and~~, password ,and certificate private key by third party, or any other circumstances where legal authorization is not obtained. 2.Other items prescribed by competent authorities.

渣打國際商業銀行

公告日期：中華民國 115 年 6 月 26 日