

_____ (yyyy) _____ (mm) _____ (dd) No. :

※ Please select one of the following:

- The applicant has brought back the Agreement on _____ (yyyy) / _____ (mm) / _____ (dd), and has reviewed all the contents. (review period of no less than 5 days)
- The applicant has fully read the contents of the Agreement when bringing in this application.

The Customer hereby applies to the Bank for Voice Call Services. Customer will comply with the terms and condition in the Agreement (please refer to the reverse side) and related regulations as stipulated by the bank.

The Bank has thoroughly explained the important content and risk exposure of this Agreement, and provided a reasonable review period. The applicant or the customer (hereinafter referred to as Customer) has fully understood and agreed to them before signing this Agreement.

Sincerely,
Land Bank of Taiwan

Applicant: _____

| | | | | | | | | | | | | | | |
|--|--------|----------|--|--|---------|--------------|--------------|----|---------|--------------------------------------|------------|--|--|--|
| A/C Name | | A/C No.: | | | | Business ID: | | | | Specimen seal | | | | |
| Address: Phone Number: | County | | District (Township) | | Village | | Neighborhood | | ID No.: | | | | | |
| | City | | Road/Street | | Section | | Lane | | Alley | | No. Floor | | | |
| | (O) | | (H) | | | | | | | | | | | |
| Applying for: (Please select) | | | | | | | | | | | | | | |
| Voice mail banking E01 | | | Cancellation of voice call banking E03 | | | | Fax Number | | | | Fax Number | | | |
| Password re-set E02 | | | Fax no. change E04 | | | | | | | | | | | |
| Statement of Voice Call and Internet Transaction Details E07 | | | | | | | | | | | | | | |
| <input type="checkbox"/> Suspend <input type="checkbox"/> Send <input type="checkbox"/> Physical Statements <input type="checkbox"/> Electronic Statements to (apply for new E-mail address): _____ (Restricted to Individual Account - The E-mail address for electronic statements has to be the same as the designated E-mail address for personal Internet banking.) <input type="checkbox"/> Electronic Statements to (change E-mail address to): _____ (Restricted to Customer who has not applied for personal Internet banking./U51D14) | | | | | | | | | | | | | | |
| Voice mail transaction E06 (<input type="checkbox"/> Apply for transaction code <input type="checkbox"/> Cancel transaction code) [Attention! Applicant who is applying for a designated payee account service must fill out the Anti-Fraud Inquiry Form.] | | | | | | | | | | | | | | |
| Check | N | Bank | Designated Payee Account | | | | Check | N | Bank | Designated Payee Account | | | | |
| Ap | o. | Code | (Please cross-out excessive blanks.) | | | | Ap | o. | Code | (Please cross-out excessive blanks.) | | | | |
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| | 10 | | | | | | | 20 | | | | | | |

First Slip Retained by the Bank

_____ account(s) are subject to change in this application.

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| Collected: |
| <input type="checkbox"/> Initial password slip |
| <input type="checkbox"/> Reference copy for designated voice call transaction accounts |
| <input type="checkbox"/> Customer copy |
| Specimen seal |

| | |
|---|--------------------------|
| 1. Verified identification and seal. 2. Performed the obligation of disclosure as provided in the Personal Data Protection Act, Article 8, Par 1. (U0038/U38) 3. Performed interbank information check. | Verifier |
|---|--------------------------|

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|---------|
| Clerk |
| |
| Manager |
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約定書 Agreement

- 一、立約人申請使用語音電話銀行業務時，應由本人或其負責人持身分證及原留印鑑親自辦理。
The Customer confirms that the voice call transaction application shall be made personally or by the responsible person with ID card and specimen seal.
- 二、立約人可經由語音電話或電腦網路，輸入語音密碼進行存款餘額查詢等私密性交易。立約人得隨時利用「語音密碼變更」功能，自行更改語音密碼，倘因密碼洩漏而衍生之糾紛，概由立約人自行負責。
The Customer may inquire private information including the balance of the account by inputting voice call password via voice call or the Internet. The Customer may change the voice call password at any time using the service function "Voice Call Password Change". The Bank shall not be liable for any leakage of password or dispute incurred therefrom.
- 三、立約人操作語音密碼連續錯誤達三次時，須至營業單位申請重置語音密碼後，方可恢復語音電話銀行服務。
If the Customer inputs a wrong password for three times consecutively, the Customer has to apply for a password re-set at a branch office to resume voice call banking services.
- 四、立約人同意語音電話銀行服務系統故障時，實行暫停各項服務。實行認為立約人使用不當或有必要時，亦得隨時暫停或終止語音電話銀行服務。
The Customer agrees that the Bank may suspend any voice call banking services during a system malfunction. The Bank may suspend or terminate voice call banking services to the Customer at any time, if the Bank suspects an abnormal use in the Service or when necessary.
- 五、立約人不願繼續使用語音電話銀行服務時，應填具註銷申請書，由立約人本人親自持身分證及原留印鑑，向營業單位辦理註銷手續。
If the Customer does not wish to continue the voice call banking service, the Customer should apply for a cancellation at a branch office personally with an ID card and a specimen seal.
- 六、語音密碼之存款餘額為立約人在本行之存款可抵用餘額，若有差異，立約人同意以銀行帳上記載正確金額為準。
The balance as inquired via voice call is the available balance of the Customer's account. If there is a discrepancy, the Customer agrees that the balance recorded by the Bank shall prevail.
- 七、語音電話轉帳服務，立約人須事先以書面與貴行約定轉入戶之存款帳號，每張申請書可約定二十戶，總約定轉入帳戶最多以三十戶為限。
For voice call transactions, a written application is required for a designated receiving account. The Customer can fill in 20 designated receiving accounts in an application form, and can have at most 30 designated receiving accounts in total.
- 八、轉帳額度(單位新臺幣元，以下同)：Transaction limit (Unit: NTD):
- | | |
|--|--|
| (一)每次轉出限額：(當日可用餘額為限) Limit per transaction: (available limit on the transaction day) 1、轉入本行同一存戶：不加限制。 Into the Customer's account at the Bank: no limit. 2、轉入本行他人帳戶：三百萬元。 Into another customer's account at the Bank: 3 million. 3、轉入他行帳戶：二百萬元。 Into account at another bank: 2 million. | (二)每日累計轉出限額：(當日可用餘額為限) Accumulated limit per day: (available limit on the transaction day) 1、轉入本行同一存戶：不加限制。 Into the Customer's account at the Bank: no limit. 2、轉入本行他人帳戶或他行帳戶：須與利用自動櫃員機及網路銀行轉帳轉出之金額合併計算，三者合計最高限額三百萬元。 Into another customer's account at the Bank or account at another bank: 3 million, jointly calculated with the amount transferred by ATM and Internet banking. |
|--|--|
- 九、語音電話轉帳屬無摺交易，在存戶未補登存摺前，如存摺餘額與貴行帳上餘額不符時，概以貴行帳上餘額為準。
A voice call transaction is deemed as a transaction without passbook. If the balance on the passbook differs from that on the Bank account before the passbook is updated, the balance on the Bank account shall prevail.
- 十、立約人每次使用語音電話轉帳，所輸入之帳號及金額，係經立約人核對確認無誤後，始按鍵輸入，一經按定後，交易即屬完成。立約人不得請求貴行更正或退還款項。如因之致生任何糾葛，一切責任概由立約人自行負責。
Whenever the Customer uses the voice call transaction service, the account number and the amount entered are confirmed by the Customer. Once they have been input, the transaction is completed. The Customer may not ask Bank for a correction or a refund. The Customer is liable to all disputes incurred therefrom.
- 十一、立約人完成語音電話轉帳交易後，可以語音電話或傳真機查詢交易明細或至貴行補登存摺，以確認轉帳交易是否成功，或由貴行定期寄發對帳單供立約人核對(所需費用，立約人同意貴行自約定轉出帳戶內扣收)。立約人如對帳務內容有疑義，應於收到對帳單起7個營業日內向貴行查詢，若無異議，則視為帳務確實。
After the Customer has completed a voice call transaction, he or she can inquire about the transaction details by voice call or fax machine or update the passbook to confirm if transaction was successful, or the bank will periodically send transaction statements to Customers for verification (The Customer agrees that the Bank may deduct any fees required from the outward transfer account.) If the Customer has doubts about the contents of the account, he or she should check with your Bank within 7 business days after receiving the statement. If there is no objection, the content of the statement is deemed to be true.
- 十二、立約人完成語音電話轉帳交易，如超過營業日帳務劃分點(下午三點三十分)暨非營業時間時，依貴行有關規定辦理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。
If it has exceeded the time of a business day (15:30) and is on a non-business day by the time the Customer completes the voice call transactions, it shall be handled in accordance with the relevant regulations of the Bank. Whether or not the transaction is deemed as a late transaction shall depend on the time at which the Bank receives the file or data.
- 十三、立約人申請語音電話轉帳服務後，如遇增減或註銷原約定轉入帳戶，應以書面通知貴行。並於貴行收到書面通知及辦妥電腦登錄後，始生效力。在完成登錄之前，所有依原約定書所為之語音電話轉帳交易，立約人皆承認其效力。
The Customer should file a written application if the Customer wishes to add or cancel designated receiving accounts after applying for a voice call transaction service. This written application should come to effect after the Bank receives and completes the computer entry. Before the completion of computer entry, the Customer agrees that all voice call transactions conducted in accordance to the original Agreement are effective.
- 十四、約定語音電話轉帳之立約人如憑存摺、印鑑至櫃台提款，在貴行未能確定存款餘額之前，立約人同意以貴行估算之金額，作為立約人可支用之存款餘額。
If the account balance cannot be verified by the Bank when the account-holder of the designated transfer account wishes to withdraw over the counter with a passbook and seal, the Customer agrees to use the estimated balance proposed by the Bank to be the available balance.
- 十五、語音電話銀行手續費：每筆跨行轉帳交易完成後，立約人同意貴行自約定轉出帳戶內扣繳交易手續費 15 元及營業時間、語音電話轉帳金額、次數等之限制，由貴行訂定。手續費如有調整時貴行應於調整日 60 日前於營業場所及網站上明顯處公告其內容，立約人願依調整後規定辦理。
Voice mail banking handling fee: After the completion of each transaction, the Customer agrees that the Bank deducts NTD\$15 from the designated outward transferring account, and the business hours, voice call transaction amount, time of transactions shall be stipulated by the Bank. If there are any adjustments to the handling fees, the Bank should conspicuously announce the information at its business offices and websites 60 days before the adjustment takes place, and the Customer agrees to the adjustments.
- 十六、如經貴行研判帳戶有疑似不當使用之情形時，貴行得逕自終止存戶使用語音電話銀行服務。
The Customer may terminate voice call banking services to the Customer, if an abnormal use in the Service has been determined by the Bank.
- 十七、為防制洗錢及打擊資恐之目的，立約人同意貴行得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」、等主管機關法令及各業務同業公會規程暨貴行有關規定執行以下措施：
For the purpose of anti-money laundering and counter-terrorism financing, the Customer agrees that the Bank makes the following measures according to the rules and regulations including "Money Laundering Control Act", "Counter-Terrorism Financing Act", "Regulations Governing Anti-Money Laundering of Financial Institutions", guidelines for associations of each business unit, and related rules and regulations of the bank:
- (一)為確認立約人或關聯人(包括但不限於立約人之高階管理人、實質受益人、信託之委託人、信託之受託人、信託之監察人、信託之受益人及交易有關對象，以下同)是否為「資恐防制法」指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體(下稱制裁名單)，立約人或關聯人應即時提供資料供貴行確認，立約人或關聯人如不配合，致貴行未能即時比對，貴行得暫緩或拒絕開戶、辦理各項申請或交易。
For the purpose of identifying if the Customer or the related parties (defined herein below as persons including but not restricted to senior managing official of the Customer, beneficial owner, settlor, trustee, trust supervisor, beneficiaries and related parties of the transaction) is an individual, legal person or organization sanctioned under the "Counter-Terrorism Financing Act" or terrorists or terrorist groups identified or investigated by a foreign government or an international organization (hereinafter referred to as a sanctions list), the Customer or the related parties should provide the Bank with timely documents. In events where the Customer or the related parties refuse to provide the required documents, which results in a failure in the identification and verification of the Customer's identity, the Bank may suspend or decline the opening of accounts, the application for the services or transactions.
- (二)無論於開戶、辦理各項申請或交易前，一經貴行發現立約人或關聯人為制裁名單者，無須事先通知，貴行即得拒絕業務往來或進行終止業務關係。
Once the Customer or related parties are identified to be in the sanctions list, the Bank may decline business dealings or terminate business relationship, before or after opening of accounts, the application for the services or transactions, without prior notice.
- (三)立約人如不配合審視、拒絕提供關聯人資訊、對交易之性質與目的或資金來源、去向不願配合說明、拒絕提供審查所需資料或驗證文件等，貴行得暫時停止本約定書所載之各項交易，並要求立約人於接獲貴行通知後 30 日內提供說明、審查所需資料及驗證文件，逾期未提供者，貴行得以書面終止本約定書，並於書面通知到達時發生效力。
Should the Customer refuse assessments, refuse to provide information on the related parties, nature and purpose of transactions or flow of funds, or refuse to provide the required documents for assessment or verification documents, the Bank may suspend all the transactions listed in this Agreement, and request an explanation, required documents for assessment or verification documents from the Customer within 30 days upon the receipt of the Bank's notice. Once past due, the Bank may terminate this Agreement with a written notice and the termination will take effect when the written notice reaches the Customer.
- (四)立約人進行預約的交易時，如因貴行依法進行姓名及名稱檢核作業程序發現立約人或關聯人為疑似制裁名單時，貴行得先暫停交易，經調查後如非制裁名單，始得完成後續交易。
For scheduled transactions, if the Customer or related parties are in the sanctions list when conducting the name verification, the Bank may suspend the transaction. The subsequent transaction may resume only after the Customer is proven not to be on the sanctions' list after investigation.
- (五)立約人或關聯人對於因前四款情形所生之損害或損失，不得向貴行請求賠償。
The Customer or related parties are liable for any damage or losses incurred from the preceding 4 items and may not request for a compensation from the Bank.
- 十八、立約人同意貴行得將立約人與貴行往來轉帳明細對帳單之列印、封裝及寄發等作業委託第三人辦理，並同意貴行提供立約人資料予受貴行委任處理事務之第三人。
The Customer agrees that the Bank may appoint a third party to handle the printing, archiving and sending of the Customer's transaction statements at the Bank and agrees that the Bank may provide the appointed third party with the Customer's information.
- 十九、立約人於貴行所往來之業務，於存款保險條例所規範之存款項目為標的範圍內，受中央存款保險公司之存款保險保障。
The dealings between the Customer and the Bank is insured by the Central Deposit Insurance Corporation within the scope of deposits under the Deposit Insurance Act.
- 二十、爭議發生時，立約人如屬金融消費者保護法規定之金融消費者，得依金融消費者保護法向貴行提出申訴，申訴方式如下：
In events of a dispute, the Customer may file a complaint with the Bank under the Financial Consumer Protection Act, if the Customer is a financial consumer protected by the Financial Consumer Protection Act. The Customer may file a complaint by:
(一)申訴服務專線：0800-231-590 Hotline: 0800-231-590
(二)立約人線上申訴路徑：土地銀行入口網站http://www.landbank.com.tw/意見交流/顧客申訴 Online: http://www.landbank.com.tw/exchange_channel/customer_complaint
立約人不接受貴行申訴之處理結果者，或申訴逾 30 日仍未接獲貴行回覆時，得於收受處理結果或期限屆滿之日起 60 日內，向財團法人金融消費評議中心申請評議。
If the Customer does not accept the result of the dispute or the Bank fails to handle the matter within 30 days from the day the complaint is received, the Customer may, within 60 days of either the day he or she receives notification of the disposition or the day the time limit expires, apply to the ombudsman's body to institute an ombudsman's case.
- 二十一、立約人同意貴行、該筆交易往來之金融機構、財團法人金融聯合徵信中心、財資訊股份有限公司及其他經金融監督管理委員會指定之機構，在完成本項業務服務之目的內，得依法令規定蒐集、處理、利用、國際傳輸其個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。
The Customer agrees that the Bank, the financial institution involved in the transaction, Joint Credit Information Center, Financial Information Service Co., Ltd. and other institutions appointed by the FSC may conduct collection, processing, using and cross-border transfer of the Customer's personal data under the laws and regulations within the purpose of completing the required service. The Bank shall not provide the Customer's personal information to any third parties other than the aforementioned institutions, unless agreed upon by the Customer or by law.
- 二十二、立約人同意貴行得依業務需要，隨時修改本約定書或調整相關服務內容，貴行並得以貴行網站、電子郵件、簡訊或於貴行國內各營業單位以業務簡介、海報、金融資訊系統之電傳螢幕顯示設備等方式公告周知，立約人不論是否知悉，貴行均不需再另以書面通知，立約人絕無異議。
The Customer agrees that the Bank may modify this Agreement or adjust the contents of related services at any time if required, that the Bank may announce such changes and modifications via website, emails, text messages, introductions of the Bank's domestic business units, posters, displays on the telecreens of the financial system, and that the Bank will not send a written notice whether or not he or she has notice of the modifications and adjustment. The Customer shall have no objections.
- 二十三、立約人與貴行因本約定書涉訟時，同意以貴行之總行或與客戶有業務往來所屬分支機構所在地之地方法院為第一審管轄法院，但法律有專屬管轄規定者從其規定。
If the Customer is involved in a lawsuit with the Bank due to this Agreement, the Customer agrees that the District Court at which the Bank's headquarter or the branch office which has business dealings with the customer locate shall be the court of competent jurisdiction for the first instance, unless the law provides otherwise.
- 二十四、本約定書如有未盡事宜，應依有關法令、貴行存款業務約定書及貴行有關規定辦理。
All matters on which the Agreement are silent will be handled in accordance with the relevant laws and regulations, the Bank's Deposit Agreement and other relevant rules and regulations of the Bank.
- 二十五、本契約壹式兩份，由貴行及立約人各執一份為憑，契約兼有中文與外文，如中英文兩個版本有任何牴觸或不相符之處，應以中文版本為憑。
This contract is made in duplicate, each of which is held by the bank and the contractor. The contract has both Chinese and foreign languages. In case of any conflict or inconsistency between the two versions, the Chinese version shall prevail.