

\_\_\_\_\_(yyyy) / \_\_\_\_\_(mm) / \_\_\_\_\_(dd)

No.

**The Applicant (the Customer) applies for the selected items below of the ATM Card Business, and agrees to comply with the terms and condition in the “ATM Card Service Agreement.” All future dealings between the Customer and the Bank will comply with the following terms:**

*Unless demanded by the account holder, the Bank does not provide non-designated account transfer service to new applicants after June 1, 2004.*

※ Please select one of the following:

- ☐ The applicant has brought back the Application form and Service Agreement (hereinafter referred to as 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 and contract when bringing in this agreement.

**The Applicant hereby applies to the Bank for a ATM Card with the following functions:**

**1. General Functions: Deposit, Withdrawal, Transfer, Payment, (domestic) Smart Pay, password change, balance inquiry.**

(1) Services	<ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Apply (P61E12)    <input type="checkbox"/> ATM Card    <input type="checkbox"/> Debit Card    <input type="checkbox"/> Labor Card</li> <li>2. <input type="checkbox"/> Cancel (P61E12) and Re-issuance <input type="checkbox"/> ATM Card    <input type="checkbox"/> Debit Card    <input type="checkbox"/> Labor Card</li> <li>3. <input type="checkbox"/> Cancel (P61E12)</li> <li>4. <input type="checkbox"/> Magnetic stripe password reset (P61E17)</li> <li>5. <input type="checkbox"/> Lost (P60B11)</li> <li>6. <input type="checkbox"/> Cancel lost (P60B11)</li> <li>7. <input type="checkbox"/> Unlock (P61E33) (Please reset password at the Bank's ATM within an hour of this application, otherwise, a new application will be required.)</li> <li>8. Upgrade of original card to Labor Card <input type="checkbox"/> Apply / <input type="checkbox"/> Cancel (P61E50)</li> <li>9. (Domestic) Smart Pay <input type="checkbox"/> Apply / <input type="checkbox"/> Cancel (P61E36) (The Card is pre-set with (Domestic) Smart Pay function. Please cancel this function if it is not necessary; please apply again if the customer wish to resume the function.)</li> <li>10. Combo Card (This item is only for the application for incomplete activation of debit card from renewed Combo Card.)  <input type="checkbox"/> Re-issue ATM Card password (P61E49)  <input type="checkbox"/> Cancel Old Card (P61E12)  <input type="checkbox"/> Activate New Card (P61E05) </li> <li>11. Debit Card <ol style="list-style-type: none"> <li>(1) Change Residence Card Expiry Date to _____(yyyy)_____(mm)_____(dd) (U51D30)</li> <li>(2) Change the method of sending the Bank statements (P50D53) <ul style="list-style-type: none"> <li><input type="checkbox"/> Physical Bank Statement via post</li> <li><input type="checkbox"/> Do not send</li> <li><input type="checkbox"/> Electronic Bank Statement, E-mail Address:  <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> </li> </ul> </li> <li>(3) Change Electronic Bank Statement E-mail Address (U51D14):  <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> </li> </ol> </li> </ol>
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(2) Activation of the card upon collection

(Specimen seal \_\_\_\_\_) (P61E05) (Verifier: \_\_\_\_\_)

<b>(3) Transfer</b> 1. Non-designated Account Transfer <input type="checkbox"/> Apply/ <input type="checkbox"/> Cancel (P61E36) 2. Designated Account Transfer:(P61E08) (Each account may have 30 designated receiving accounts. If the form falls short, please file another application.)					<b>(4) Sub-account (P61E39)</b> (Each IC Card may have 7 sub-accounts. If the form falls short, please file another application.)					
Check	No.	Bank Code	Designated Payee Account			Check	No.	Sub-account	Specimen seal	
Apply	Cancel					Apply	Cancel			
		1						1		
		2						2		
		3				※ Sub-Account: Applied for _____ account(s). Canceled _____ account(s). Total _____ account(s). (Please put a slash in the inapplicable blanks.)				
		4								
		5								
		6								
		7								
		8								
		9								
		10								
※ Designated Payee Account: Applied for _____ account(s). Canceled _____ account(s). Total _____ account(s). (Please put a slash in the inapplicable blanks.)					<b>2. Additional Functions:</b> 1. International Withdrawal (CIRRUS) <input type="checkbox"/> Apply / <input type="checkbox"/> Cancel (P61E36) (Only for Debit Card and Combo Card) 2. International Withdrawal / International Smart Pay (IC Card) <input type="checkbox"/> Apply / <input type="checkbox"/> Cancel (P61E36)					
Anti-Fraud Inquiry Form (To be filled out when applying for designated accounts.) 1. Are you acquainted with the beneficiary? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. The purpose of the application for designated account <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal 3. Others <input type="checkbox"/> Normal <input type="checkbox"/> Abnormal <b>Attention! Investment shall be made in a lawful way to avoid illegal fund-raising activities which may lead you to significant losses.</b> If there are any unusual circumstances or the customer refuses to answer, please make a request for the customer's signature confirming that the remittance is not fraud-related. Signature <input type="checkbox"/> The Bank determines that the customer is not fraud-related. <input type="checkbox"/> Customer refuses to sign.					<b>3. Debit Card Transaction Debit Functions</b> <div style="display: flex;"> <div style="flex: 1;"> <input type="checkbox"/> Temporary Limit Adjustment (P50D52)            (The preset daily accumulated limit is NT\$50,000, and monthly accumulated limit is NT\$200,000. Only the daily accumulated limit may be adjusted, but not the monthly accumulated limit.)         </div> <div style="flex: 1;"> <input type="checkbox"/> Increase <input type="checkbox"/> Decrease            The daily accumulated limit to NT\$ _____.            From ____ (yyyy) ____ (mm) ____ (dd) to ____ (yyyy) ____ (mm) ____ (dd).            (The period may not exceed 3 months.)         </div> </div> <div style="display: flex;"> <div style="flex: 1;"> <input type="checkbox"/> Transaction Debit (P60B39)            (The Card is pre-set with Transaction Debit function. Please cancel this function if it is not necessary; please apply again if the customer wish to resume the function.)         </div> <div style="flex: 1;"> <input type="checkbox"/> Suspend <input type="checkbox"/> Activate         </div> </div>					

**\* The Applicant may terminate this Agreement at any time. However, the termination shall be conducted personally or with a written proxy form.**  
**The Bank has thoroughly explained the important content and risk exposure of this Agreement and contract, and provided a reasonable review period. The applicant has fully understood and agreed before signing this Agreement and contract.**

Sincerely,  
 Land Bank of Taiwan Co.,Ltd

Collected: <input type="checkbox"/> Customer copy, <input type="checkbox"/> ATM Card, <input type="checkbox"/> ATM Card initial password slip, <input type="checkbox"/> Fee List <input type="checkbox"/> Over-the-counter Payment Receipt (customer copy) <input type="checkbox"/> Additional Contract ( <input type="checkbox"/> CIRRUS, <input type="checkbox"/> Debit Card) <input type="checkbox"/> Terms and conditions of Debit Card Comprehensive Insurance * The Applicant confirms to have received _____ items. * Signature / Specimen Seal
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\*Applicant (Contractor): \_\_\_\_\_ (Signature and Specimen Seal)  
 (If the applicant fails to collect his/her ATM Card within a month of the application date, the Bank may void the card, and collect card fee for re-newed application.)  
 ID No./Business ID No.: \_\_\_\_\_  
 Account (Primary Account): \_\_\_\_\_  
 Contact Number: \_\_\_\_\_

Handling Fee (For Bank use only. If collected, the manager should put a paging seal on the Over-the-counter Payment Receipt.) 1. NT\$ _____ has been collected from the customer. (Fill in 0 if no handling fee is collected.) 2. For no handling fee, please select a reason. <input type="checkbox"/> The applied items require no handling fee. <input type="checkbox"/> Not customer-borne <input type="checkbox"/> Authorized
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1. Verify identification and seal. 2. The bank has performed its obligation of disclosure as provided in the Personal Data Protection Act, Article 8, Par. 1. (U00138/U38) 3. <input type="checkbox"/> Performed interbank information check.	Verifier	Clerk   Manager/ Assistant Manager
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# ATM Card Service Agreement 金融卡服務契約

## Article 1 領取、啟用及作廢 Collection, use and cancellation

立約人（即存戶，以下同）如領取金融卡、密碼函辦理啟用登錄手續者，應親自或以書面委託代理人持身分證明文件、原留印鑑至申請分行辦理，但貴行明知或可得而知其無代理權者，不在此限。

If the applicant (i.e. the depositor, the same below) obtains a ATM card or password letter to go through the registration procedures, he / she shall personally or in writing entrust an agent to go through the procedures at the branch applying for registration with his / her identity certificate and original seal, unless you know or can obtain the information that he / she has no agency rights.

立約人自申請日起算逾一個月未領取或領取後逾一個月未變更密碼者，貴行得將金融卡逕行作廢或註銷，欲重新申請者將收取製卡工本費。

If the applicant has not received for more than one month from the date of application or not changed his password for more than one month from the date of receipt, your bank may void or cancel the financial card, and the applicant will be charged the card-making fee.

採預製金融卡者，立約人於辦妥存款開戶及填具本契約後，即可領取金融卡及密碼函，並辦理啟用登錄手續。立約人啟用後逾一個月未變更密碼者，貴行得將金融卡逕行註銷，欲重新申請者將收取製卡工本費。

If the applicant pre-fabricates a ATM card, he / she can collect the card and password letter after he / she has completed the deposit account and filled in this contract, and go through the registration formalities for opening the card. If the applicant has not changed the password for more than one month after the activation of the card, your bank may cancel the ATM card trail and the applicant will be charged the card-making fee for re-application.

## Article 2 密碼變更 Password change

立約人領用金融卡後，應即憑金融卡及原密碼，利用貴行設置之自動化服務設備或其他設備自行更改密碼，嗣後如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制。

After acquiring the ATM card, the applicant shall use the automatic service equipment or other equipment set up by your bank to change the password at its own discretion by virtue of the ATM card and the original password. If the applicant wants to change the password later, it may use the automatic service equipment or other equipment to change the password at its own discretion, and the number of times is not limited.

## Article 3 存款金額之限制 Limitation of deposit amount

立約人使用金融卡以貴行自動化服務設備存入現金，於存入非本人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入本人之帳戶者則不受金額之限制。

If the applicant uses the ATM card to deposit cash with your bank's automated service equipment, the amount limit of the non-agreed upon transfer of the ATM card shall apply when depositing the non-personal account; the amount limit shall not apply to the deposit of the ATM card into my account.

## Article 4 貴行自行/跨行之提款、消費扣款、跨境匯出、轉帳及繳費(稅)金額之最高限額 The maximum amount of withdrawal, consumption deduction, cross-border remittance, transfer and payment (tax) of your bank 單位新臺幣元 unit NTD

功能別 Function 交易金額限制 Limitation of the transaction amount 交易別 Transaction	提款 Withdrawal		消費扣款 Consumption deduction	跨境匯出 Cross-border remittance		轉帳 Transfer			繳費 Payment		繳稅 Tax payment
						約定 Agreed		非約定 Non-agreed			
	每筆 Each transaction	每日 Each day	每筆 Each transaction / 每日 day	每筆 Each transaction / 每日 day	每月 Each month	每筆 Each transaction	每日 Each day	每筆 Each transaction / 每日 day	每筆 Each transaction	每日 Each day	-
自行交易 Self-dealing	60,000	120,000 *	120,000*	120,000*	300,000	3,000,000	3,000,000 **	30,000	3,000,000	3,000,000**	不受限 Unrestricted
跨行交易 Interbank transaction	20,000					2,000,000			2,000,000		

\*提款、消費扣款及跨境匯出交易之每日最高限額合併計算。 \*\*轉帳、繳費與網路及語音電話轉出交易之每日最高限額合併計算。

\*Combined calculation of daily maximum limit of withdrawal, consumption deduction and cross-border remittance transactions. \*\*Combined calculation of daily maximum limit for transfer, payment and Internet and voice telephone transfer out transactions.

## Article 5 自行/跨行之提款、消費扣款、跨境匯出、轉帳及繳費(稅)金額之最高限額之調整及其揭示 Adjustment and disclosure of the maximum amount of self-/inter-bank withdrawal, consumption deduction, cross-border remittance, transfer and payment (tax)

前條所定之限額，貴行得視實際需要隨時調整，貴行應於調整 30 日前，以顯著方式於營業處所及貴行網站公開揭示之。

The limit set forth in the preceding article may be adjusted at any time as the case may be and shall be prominently disclosed at the business premises and on your website 30 days prior to the adjustment.

## Article 6 存摺補登 Supplementary registration of bankbook

立約人使用金融卡連續提款、轉帳或進行非約定帳戶轉帳，不受補登存摺之限制，可繼續使用金融卡。

The applicant may continue to use the ATM card for continuous withdrawal, transfer or non-agreed account transfer without the restrictions of bankbook updates.

## Article 7 立約人轉帳錯誤，貴行協助事項 The contractor's transfer error, your bank's assistance

立約人使用金融卡辦理轉帳交易，應仔細核檢入戶之金融機構代號、帳號與金額，倘因立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知貴行，貴行應即辦理以下事項：

When using a ATM card to transact a transfer transaction, the applicant shall carefully check the code number, account number and amount of the financial institution entering the account. If the code number, deposit account number or amount of the financial institution applied for or operated by the applicant is wrong, resulting in the transfer of the account or amount to another person, once the applicant informs your bank, you shall immediately handle the following matters:

一、依據相關法令提供該筆交易之明細及相關資料。 Provide details and relevant information of the transaction in accordance with relevant laws and regulations.

二、協助通知轉入行處理。 Assist in noticing the receiving bank for processing.

三、回報處理情形。 Report back on processing status.

## Article 8 本行或跨行交易之行為效力 The validity of the Bank transaction or cross-bank transactions

立約人如以金融卡及密碼在貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。 If the applicant uses the ATM card and password to transact in the automated service equipment or other equipment of your bank or the financial unit participating in the inter-bank connection of the financial information system, the transaction shall have the same effect as the transaction conducted with the bankbook seal.

## Article 9 交易時點之認定 Identification of trading time point

立約人憑金融卡辦理交易，跨行交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。

The applicant shall handle the transaction with the ATM card. Inter-bank transaction account division point: from Monday to Friday, the account division point is 3:30 p.m.

Exceeding the accounting division point and the transaction on non-business days are attributable to the accounting treatment of the next business day. 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.

## Article 10 國內提領外幣 Withdrawal foreign currency in domestic

立約人為成年人且領有國民身分證或外僑居留證之個人得使用金融卡領取外幣，所領取之外幣金額按交易當時貴行掛牌外幣現鈔賣出匯率折合新臺幣金額扣帳。

The applicant who is an adult and has a national identity card or residence permit for overseas Chinese may use the ATM card to collect foreign currency. The amount of foreign currency collected shall be deducted according to the amount of NTD converted from the selling exchange rate of foreign currency notes listed by your bank at the time of the transaction.

## Article 11 外幣交易授權結匯 Authorized settlement of foreign currency transactions

立約人依前條持金融卡進行外幣交易時，授權貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續。

When the applicant carries out foreign currency transactions with a ATM card in accordance with the preceding article, you are authorized to act as a foreign exchange settlement agent within the territory of the Republic of China to handle the foreign exchange settlement procedures in accordance with the relevant provisions of the central bank and the agreement between the two parties.

## Article 12 修改契約或調整服務之公告 Announcement to modify contracts or adjust services

立約人同意貴行得依業務需要，修改本契約或調整相關服務內容，除本契約另有約定外，並於國內各營業場所明顯處或貴行網站上公告，以代通知，立約人同意適用修改後之本契約或異動後之服務內容，並受其拘束。

The applicant agrees that your bank shall modify this contract or adjust the relevant service contents in accordance with the needs of the business, unless otherwise agreed in this contract, and announce in the obvious places of business in Taiwan of your bank or on your bank's website, in order to notify, the contractor agrees to apply the revised contract or the service content after the change, and is bound by it.

## Article 13 契約終止或暫停提供金融卡功能 Termination of contract or suspension of the provision of ATM card function

立約人得隨時終止本契約，如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供金融卡之功能：

The applicant may terminate this contract at any time, and if one of the following circumstances is in effect, your bank may terminate the contract at any time or temporarily suspend the function of providing a ATM card:

一、金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。 The ATM card is forged, altered or used for money laundering, fraud or other illegal purposes.

二、立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。 The account of the applicant is listed as a suspended payment, warning or derivative control account in accordance with the laws and regulations.

三、立約人違反法令規定損及貴行權益或有其他不法行為。 The applicant has violated laws and regulations, damaged your bank's rights and interests or other illegal acts.

## Article 14 遵循防制洗錢及打擊資恐約定條款 Follow the provisions on prevention and control of money laundering and anti-terrorism

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範暨貴行有關規定執行以下措施：

For the purpose of preventing money laundering and combating capital terrorism, the applicant agrees that your bank may implement the following measures in accordance with the laws and regulations of the competent authorities such as “Money Laundering Control Act”, the “Counter-Terrorism Financing Act”, “Regulations Governing Anti-Money Laundering of Financial Institutions” and the specifications of various business trade associations and relevant regulations of your 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 Applicant or the related parties (defined herein below as persons including but not restricted to senior managing official of the Applicant, 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 Applicant or the related parties should provide the Bank with timely documents. In events where the Applicant or the related parties refuse to provide the required documents, which results in a failure in the identification and verification of the Applicant’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後，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逕行終止業務關係。Once the Applicant 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，貴行得暫時停止本契約所載之各項交易或服務，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契約，並於書面通知到達時發生效力。If the applicant does not cooperate with the examination, refuses to provide the information of the associate, refuses to cooperate with the description of the nature and purpose of the transaction, refuses to cooperate with the explanation, refuses to provide the necessary data or verification documents for examination, etc., you may suspend the transactions or services contained in this Contract, and require the contractor to provide the explanation within 30 days of receipt of your notice. Review the required data and verification documents, overdue provider, your bank is able to terminate this contract in writing and be effective upon arrival through a written notice.
- 四、立約人進行預約交易時，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 Bank suspects that the Applicant 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 Applicant is proven not to be on the sanctions’ list after an 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 Applicant 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.

**Article 15 密碼使用錯誤次數及卡片留置、鎖卡之處理 Number of wrong password use and handling of card retention and locking**

立約人使用金融卡進行交易，如輸入密碼錯誤連續達三次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，除雙方另有約定外，立約人應親持身分證明文件及原留印鑑分別依下列方式辦理：  
If the applicant uses the ATM card for transaction, such as entering the wrong password for three times in a row, forgetting to retrieve the ATM card, using the ATM card that has been reported as lost for a transaction or other reasons, and is locked or retained by the automatic service equipment, unless otherwise agreed upon by both parties, the applicant shall handle the transaction in person with the identity document and the original seal as follows:  
一、金融卡遭鎖卡時，得至貴行辦理解鎖。When the ATM card is locked, you can unlock it at your bank.  
二、金融卡遭留置時，應自留置之次日起算 14 個營業日內至原開戶行取回或換發新卡，逾期未取回，貴行得將金融卡註銷。If the ATM card is retained, it shall be retrieved or renewed from the original bank of deposit within 14 business days from the next day of retention. If it is not retrieved within the time limit, your bank may cancel the ATM card.

**Article 16 費用計收、調整及揭示 Fee collection, adjustment and disclosure**

立約人依貴行電子金融業務各項服務手續費收費標準表繳納使用金融卡所為各項交易或服務所生之工本費，並同意貴行得逕自立約人之存款帳戶內扣繳交易手續費：The applicant shall pay the cost of all transactions or services for which the ATM card is used in accordance with the service fee standard of electronic financial business of your bank, and agree that you may directly withhold the transaction fee from the deposit aaccount of the applicant:  
跨行提款/轉帳交易等手續費用應以顯著方式於營業場所及貴行網站公開揭示，嗣後如有變更或調整，貴行應於變更或調整日 60 日前以顯著方式於營業場所及貴行網站公告其內容，同時告知立約人得於前開公告期間內終止本契約，逾期未終止者，視為承認該變更或調整。  
The inter-bank withdrawal / transfer transaction and other handling fees shall be disclosed publicly at the business premises and your website in a significant manner. If there is any subsequent change or adjustment, you shall announce its contents in a significant manner at the business premises and your website 60 days before the date of change or adjustment, and inform the contractor that this contract can be terminated within the period of previous announcement. If the change or adjustment is not terminated within the time limit, it shall be deemed as recognition of such change or adjustment as a whole.

卡掛失、卡毀損補換新卡之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由所致者，不得收取之。立約人因卡片須解鎖或補、換發，而發生損害者，貴行應負擔賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。  
The service fee for a card loss report / card damage replacement shall not be charged unless you bank proves that the card must be unlocked, replaced or re-issued due to reasons attributable to the applicant. Your bank shall be liable for any damage caused by the card to be unlocked, replenished or renewed by the applicant; unless your bank prove that it is not responsible for the card to be unlocked, replenished or renewed.

**Article 17 金融卡遺失、滅失、被竊或其他喪失占有 Loss, missing, theft or other loss of possession of ATM cards**

立約人應妥善保管金融卡，如有遺失、滅失、被竊或其他喪失占有等情形時，應即依約定方式向貴行辦理掛失手續。  
The applicant shall keep the ATM card properly. In case of loss, missing, theft or other loss of possession, the applicant shall report the loss to your bank in the agreed upon manner.  
前項約定方式，應以立約人安全、便利方式辦理。The manner agreed upon in the preceding paragraph shall be handled in a safe and convenient manner for the applicant. 未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付，但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由貴行負責。  
In case of misuse before handling the loss reporting formalities and your bank has paid, it shall be deemed that the payment has been made to the applicant. However, if your bank or the financial institution of other automated service equipment fails to fulfill the duty of care of a good administrator in the control of information system or there are other reasons that can be attributed to the responsibility, resulting in the password of the applicant being falsely used or embezzled, you shall still be responsible for it.

**Article 18 出借、轉讓或質押之禁止 Prohibition of lending, transfer or pledge**

立約人應自行保管使用金融卡，如有出借、轉讓或質押者，立約人應自負其責。  
The applicant shall keep and use the ATM card on his/her own. In case of any loan, transfer or pledge, the applicant shall be responsible for it.

**Article 19 複製或改製之禁止 Prohibition of duplication or restructuring**

立約人不得有複製或改製金融卡之行為。The applicant shall not duplicate or restructure the ATM card.

**Article 20 帳款疑義處理 Handling of doubtful accounts**

立約人對提款金額或特約商店消費扣款有疑義時，應持該交易憑證，向原開戶行辦理相關手續。In case of any doubts about the withdrawal amount or the deduction for consumption of the special store, the applicant shall handle the relevant procedures with the original opening bank with the transaction certificate.

**Article 21 個人資料之使用 Use of personal data**

立約人因使用金融卡提款、轉帳、匯匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳輸及利用其個人資料。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 applicant agrees to establish or operate in your bank, the financial institution of the ATM card transaction, the financial joint credit center of the consortium, the Financial Information Co., Ltd. and other financial supervision and Administration Commission and the competent agricultural financial authority with the permission of the financial supervision and Administration Commission and the competent agricultural financial authority for the use of inter-bank services such as withdrawal, transfer, remittance, tax payment, payment, consumption deduction and financial account inquiry. Within the purpose of completing the above-mentioned inter-bank business services, the organization may collect, process, transmit and use its personal data internationally in accordance with the laws and regulations. The Bank shall not provide the Applicant’s personal information to any third parties other than the aforementioned institutions, unless agreed upon by the Applicant or by law.

**Article 22 申訴管道 Complaint Channel**

貴行之申訴，申訴方式如下：免付費服務專線：0800-231590(24 小時) 線上申訴：貴行網站意見交流道“顧客申訴”<<http://www.landbank.com.tw>>，立約人可在網站上留言。The complaint channels of your bank is as follows: Toll free service line: 0800-231590 (24 hours) online complaint: "consumer complaint" on your website, the applicant can leave a message on the website "<http://www.landbank.com.tw>".  
立約人如係金融消費者保護法所規範之金融消費者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 applicant is a financial consumer regulated by the financial consumer protection law who does not accept the results of your bank's complaint, or if the complaint has not received your bank's reply within 30 days, he may, within 60 days from the date of receiving the result or the expiration of the time limit, apply to Financial Ombudsman Institution for evaluation.

**Article 23 文書之送達 Service of documents**

立約人同意以金融卡申請書暨約定書所載存款帳戶開立時填載之地址為相關文書之送達處所，倘立約人之地址變更，立約人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所；如立約人未以書面或依約定方式通知變更地址時，貴行仍以上述開約定之地址或最後通知立約人之地址為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。  
The applicant agrees to use the address filled in when opening the deposit account in the ATM card application and agreement as the place for service of relevant documents. If the address of the applicant changes, the applicant shall notify you in writing or other agreed ways, and agree to change the address after change to the place for service. If the applicant fails to notify the address change in writing or agreed way, the bank still opens the above address the agreed address or the address of the last party to the notice is the place of service. After the notice is sent, it is presumed that it has been served during the usual period of post.

**Article 24 其他約定事項 Other matters agreed**

立約人於貴行所往來之業務，依存款保險條例所規範之存款項目範圍內，受中央存款保險公司之存款保險保障。The business of the applicant with your bank is covered by the deposit insurance of the Central Deposit Insurance Company within the scope of the deposit items regulated by the deposit insurance Ordinance.  
本契約若有未盡事宜，依貴行存款業務約定書及一般金融業務慣例辦理。  
Any matters not covered in this agreement shall be handled in accordance with your deposit engagement letter and general financial practice.

**Article 25 管轄法院 Jurisdiction**

立約人與貴行因本契約涉訟時，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。  
In case of litigation between the applicant and your bank due to this contract, it is agreed that the local court of the head office of your bank or the place where the branch of your bank has business contact with the applicant is located shall be the court of first instance jurisdiction, but if there are exclusive jurisdiction provisions in the law, such provisions shall prevail.

**Article 26 契約之交付 Delivery of agreement**

本契約一式貳份，由貴行與立約人雙方各執壹份，契約兼有中文與外文，如中英文兩個版本有任何抵觸或不相符之處，應以中文版本為憑，以資信守。  
This contract is made in duplicate, each of which is held by the bank and the contractor. The contract is made in both Chinese and foreign languages. In case of any conflict or inconsistency between the Chinese and English versions, the Chinese version will prevail, to abide by it.