

Corporate Internet Banking Application and Agreement

(version 109.06)

Code:

Applicant (i.e. contracting party): _____ (hereinafter referred to as the depositor)

In order to handle the Internet banking business, in addition to agreeing to abide by the terms in the "Corporate Internet Banking Service Contract", the following matters are agreed upon:

I. Internet Banking Service Agreement (U81NBSV)

 ※1. Representative account number of Internet banking application (12 codes):

 ※2. Function type: ☐1. Apply ☐2. Cancel ☐3. Reset password ☐4. Change service items
☐5. Change the number of authorized supervisors

※3. If function 1 or 4 is checked, the following options may be checked:

 (1) Payment service: ☐Apply ☐Cancel

 (2) Debit the account at another bank for the transfer service: ☐Apply ☐Cancel
 (Only applicable to new customers who already have the EDI transfer service at another bank and Internet banking customers who have converted to the new corporate Internet banking)

 (3) Import service of foreign exchange Internet banking: ☐Apply ☐Cancel
 (a financial XML certificate needs to be applied for first)

 (4) Inward remittance service of foreign exchange Internet banking: ☐Apply ☐Cancel
 (a financial XML certificate needs to be applied for first)

※4. If function 1, 3, 4 or 5 is checked, the following options may be checked:

 ◎Number of authorized supervisors: ☐ one person ☐ email of authorized supervisor #1: _____
☐ two persons ☐ email of authorized supervisor #2: _____

(If one authorized supervisor is chosen, please fill in the email of authorized supervisor #1; if two authorized supervisors are chosen, please fill in the email of authorized supervisor #1 and authorized supervisor #2)

※5. If function 4 is checked, the following options may be checked:

◎Change the representative account number of Internet banking application:

☐Change, account number: _____

The original seal of the
changed representative
account of Internet banking
application

II. Financial XML Certificate Service Agreement (U82NBCA)

 ※1. Function type: ☐1. Certificate application ☐2. Certificate cancellation ☐3. Certificate suspension ☐4. Certificate resumption
☐5. Changing the applicable account agreement ☐7. Certificate application password reset

(* For a scheduled transfer by certificate, if the certificate is canceled or suspended before the transfer date, the scheduled transfer transaction will be deemed as failed.)

 (1) Certificate representative account number: ☐ same as the representative account number of Internet banking application
☐ _____

(2) Certificate account number: If a function between 2 and 5 or function 7 is checked, please fill in the certificate account number. _____

※2. If function 1 or 5 is checked, you may fill in the following certificate applicable account number and check options: (please cross blank rows to delete them)

◎Certificate applicable account number: (*Certificate representative account is exempt from the following "Certificate Applicable Account" fields)

 1. ☐ Apply ☐ Cancel

Account number: _____ Affix the original seal: _____

 2. ☐ Apply ☐ Cancel

Account number: _____ Affix the original seal: _____

III. Chip Card Service Agreement

※1. Please fill in the following if function 1 or 2 is checked for financial XML certificate service

☐ Collect: registered card number _____ totally _____

☐ Return: registered card number _____ totally _____

☐ Use the old card: old card number _____ totally _____

(* If the certificate chip card is not returned when the certificate is canceled, the depositor shall fill in the "Declaration of Non-Return of the Canceled FXML Certificate Chip Card".)

※2. For password reset, please fill in the registration card number _____ totally _____

IV. Transfer service agreement Transfers are to be made for ____ accounts this time. (Please attach additional pages if necessary)									
◎Agreed transfer-out account <input type="checkbox"/> is the same as the representative account number of Internet banking application (only for those who apply for Internet banking service agreement for the first time) , for the following service agreements <input type="checkbox"/> Account number: _____									
1. Designated Receiving Account (U83NBTN) ※The designated Receiving Account will take effect at 0:00 am on the next day of the application (the same account name at the Bank will take effect immediately after application); please cross blank rows to delete them.									
Check		No.	Bank code	Branch code	Bank name	Designated Receiving Account	Account name	(Uniform Number/ID Number)*	E-Mail
Apply	Cancel								
		1							
		2							
		3							
		4							
		5							
		6							
		7							
		8							
		9							
		10							
※Designated Receiving Account ____ accounts are applied for, and ____ accounts are cancelled, for totally ____accounts this time (*If the payee's uniform number/ID number is available, please list in detail)									
2. Transfer to non-designated Receiving Accounts (U83NBTU) <input type="checkbox"/> Apply (a financial XML certificate is required) <input type="checkbox"/> Cancel						Affix the original seal (*waived if "same as the representative account number of Internet banking application" is checked)			
3. Transfer for fund subscription (U83NBTF) <input type="checkbox"/> Apply <input type="checkbox"/> Cancel									
4. Set up an authorized foreign exchange debit account for batch outward remittance (U83NBTR) <input type="checkbox"/> Apply (a financial XML certificate is required) <input type="checkbox"/> Cancel									
5. Authorized debit account for Internet banking of foreign exchange import business (U83NBTP) <input type="checkbox"/> Apply (a financial XML certificate is required) <input type="checkbox"/> Cancel									

V. Other agreements	Affix the original seal

※Review period (please select one of the following two items)	
<input type="checkbox"/> This agreement has been brought back and fully reviewed by the applicant on __Y__YY__MM__DD of the Republic of China. 【The review period shall be at least five days】	
<input type="checkbox"/> The applicant (i.e. contracting party) has fully reviewed the written agreement when filing this application.	

The applicant (i.e. contracting party) hereby declares that the Bank has fully explained the important contents of this agreement and the "Corporate Internet Banking Service Contract," and disclosed the risks before signing the contract, and the applicant has reviewed and fully understood all the terms above within a reasonable period of time before signing.

Sincerely Land Bank of Taiwan Co., Ltd. Personal signature of the applicant (i.e. contracting party): _____ Uniform number/ID number: _____ Contact telephone number: _____ Application and signing date: (date) of the Republic of China _____ (yy) _____ (mm) _____ (dd)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Applicant's original seal</td> </tr> <tr> <td style="height: 50px;"></td> </tr> </table>	Applicant's original seal	
Applicant's original seal			

Collected:

- ☐ Internet banking password slip/initial value of Internet banking password
☐ Internet banking password slip/certificate application password
☐ Land Bank of Taiwan Electronic Financial Service Fee and Charge Schedule (provided at the time of first application)
☐ Financial XML certificate chip card, totally _____
☐ Financial XML certificate chip card password notice, totally ____ copies
☐ Original copy of application and agreement and service contract

(Affix the original seal)

※The following is to be filled in by the business unit※

Signature of the delivery person

Delivery of <input type="checkbox"/> Internet banking password slip, <input type="checkbox"/> Financial XML certificate chip card	Identity verified	
Delivery <input type="checkbox"/> Financial XML certificate chip card password notice	Identity verified	

Signature of Undertaker

<input type="checkbox"/> If it is intrabank processing, the intrabank information inquiry has been processed.		
Processor (verify the identity and seal)	Clerk	Manager/Assistant Manager

第一條 銀行資訊

Article 1 Bank information

- 一、銀行名稱：臺灣土地銀行
Bank name: Land Bank of Taiwan
- 二、網址：http://www.landbank.com.tw
Website: http://www.landbank.com.tw
- 三、地址：10047 臺北市中正區館前路 46 號
Address: No. 46, Guanqian Road, Zhongzheng District, Taipei 10047
- 四、傳真號碼：02-23753716
Fax number: 02-23753716
- 五、銀行電子信箱：lbot@landbank.com.tw
Bank email: lbot@landbank.com.tw

第二條 契約之適用範圍

Article 2 Applicable Scope of the Contract

本契約係企業網路銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依本契約之約定。

This contract is a general agreement for corporate Internet banking services. Unless otherwise agreed upon in individual contracts, all matters are subject to the agreements in this contract. Individual contracts shall not contradict this contract. However, if the individual contract is more beneficial for the protection of the contracting party, the individual contract shall prevail.

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本契約條款如有疑義時，應為有利於立約人之解釋。

In case of any doubts, the terms of this contract shall be interpreted in favor of the contracting party.

第三條 名詞定義

Article 3 Definition of Terms

- 一、「網路銀行業務」：指立約人端電腦經由網路與貴行電腦連線，無須親赴貴行櫃台，即可直接取得貴行所提供之各項金融服務。
"Internet banking service": This refers to the connection between the computer of the contracting party and the computer of the Bank via the Internet. The contracting party can directly receive various financial services provided by the Bank without going to the counter of the Bank.
- 二、「電子文件」：指貴行或立約人經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
"Electronic document": This refers to the text, sound, picture, image, symbol, or other information transmitted by the Bank or the contracting party through an Internet connection. It is a record made by electronic or other methods that cannot be directly recognized by human perception to express the intention and used for electronic processing.
- 三、「數位簽章」：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者。
"Digital signature": This refers to the digital data of a certain length that is calculated by mathematical algorithms or other methods from an electronic document, and encrypted with the signer's private key to form an electronic signature, which can be verified by the public key.
- 四、「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。
"Certificate": This refers to an electronic certificate containing signature verification data to confirm the identity and qualification of the signatory.
- 五、「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。
"Private key": This refers to the digital data with a matching relationship which is retained by the signatory and used to create a digital signature.
- 六、「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。
"Public key": This refers to the digital data with a matching relationship that is disclosed to the outside world to verify the digital signature.

第四條 網頁之確認

Article 4 Website Confirmation

立約人使用網路銀行前，請先確認網路銀行正確之網址，才使用網路銀行服務；如有疑問，請電貴行客服電話詢問。

Before the contracting party uses the Internet banking service, please confirm that the Internet banking service has the correct URL; If you have any questions, please call the customer service hotline of the Bank.

貴行應以一般民眾得認知之方式，告知立約人網路銀行應用環境之風險。

The Bank shall inform the contracting party of the risks of the Internet banking application environment in a way that the general public can understand.

貴行應盡善良管理人之注意義務，隨時維護網站之正確性與安全性，並隨時注意有無偽造之網頁，以避免立約人之權益受損。

The Bank shall perform the duty of care of a good administrator, maintain the correctness and security of the website at any time, and pay attention to whether or not there is a forged website at any time to avoid damage to the rights and interests of the contracting party.

第五條 服務項目

Article 5 Services

貴行應於本契約載明提供之服務項目，如於網路銀行網站呈現相關訊息者，並應確保該訊息之正確性，其對消費者所負之義務不得低於網站之內容。

The Bank shall provide the services as set out in this contract. If the relevant information is displayed on the Bank's Internet banking website, the Bank shall ensure that the information is correct and that its obligations to the consumer shall not be lower than those in the content of the website.

第六條 連線所使用之網路

Article 6 Network for the Connection

貴行及立約人同意使用網路進行電子文件傳送及接收。

The Bank and the contracting party agree to use the Internet to send and receive electronic documents.

貴行及立約人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契約，並各自負擔網路使用之費用。

The Bank and the contracting party shall respectively sign a network service contract with the network operator to stipulate the rights and obligations and bear the cost of network use.

第七條 電子文件之接收與回應

Article 7 Receipt of and Reply to Electronic Documents

貴行接收含數位簽章或經貴行及立約人同意用以辨識身分之電子文件後，除查詢之事項外，貴行應提供該交易電子文件中重要資訊之網頁供立約人再次確認後，即時進行檢核及處理，並將檢核及處理結果，以電子文件通知立約人。

After receiving the electronic documents with digital signatures or with the consent of the Bank and the contracting party for identification, in addition to the matters to be inquired, the Bank shall provide the website of the important information in the electronic documents of the transaction for the contracting party to reconfirm, and immediately conduct the inspection and processing, and notify the contracting party of the results of the inspection and processing by electronic documents.

貴行或立約人接收來自對方任何電子文件，如無法辨識其身分或內容時，視為自始未傳送。但貴行可確立立約人身分時，應立即將內容無法辨識之事實，以電子文件通知立約人。

The Bank or the contracting party shall be deemed to have not received any electronic documents transmitted from the other party if the identity or content cannot be identified. However, when the Bank can confirm the identity of the contracting party, it shall immediately notify the contracting party of the unrecognized facts via an electronic document.

第八條 電子文件之不執行

Article 8 Non-Execution of Electronic Documents

如有下列情形之一，貴行得不執行任何接收之電子文件：

In case of any of the following circumstances, the Bank may not execute any electronic documents received:

一、有具體理由懷疑電子文件之真實性或所指定事項之正確性者。

There are specific reasons to doubt the authenticity of the electronic documents or the correctness of the specified items.

二、貴行依據電子文件處理，將違反相關法令之規定者。

The Bank's handling of the electronic documents will violate the provisions of relevant laws and regulations.

三、貴行因立約人之原因而無法於帳戶扣取立約人所應支付之費用者。

The Bank is unable to debit the fee payable from the account of the contracting party due to the reason of the contracting party.

貴行不執行前項電子文件者，應同時將不執行之理由及情形，以電子文件或電話通知立約人，立約人受通知後得以電子文件或電話向貴行確認。

If the Bank fails to execute the electronic documents referred to in the preceding paragraph, it shall notify the contracting party of the reasons and circumstances of the failure by electronic documents or telephone, and the contracting party may confirm the failure by electronic documents or telephone to the Bank after receiving the notice.

第九條 電子文件交換作業時限

Article 9 Time Limit for Exchange of Electronic Documents

電子文件係由貴行電腦自動處理，立約人發出電子文件，經立約人依第七條第一項貴行提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定之期限內，得撤回、修改。

The electronic documents are automatically processed on the Bank's computer. The electronic documents sent by the contracting party shall not be withdrawn after the content of the electronic documents is confirmed to be correct by the contracting party in accordance with the re-confirmation mechanism provided by the Bank in paragraph 1 of Article 7. However, reserved transactions that have not yet expired may be withdrawn or amended before the deadline specified by the Bank.

如電子文件經由網路傳送至貴行後，於貴行電腦自動處理中已逾貴行各項業務營業時間時，貴行應即以電子文件通知立約人，該筆交易將改於次一營業日處理或依其他約定方式處理。

If an electronic document is sent to the Bank via the Internet, and the Bank's business hours have expired during its computer's automatic processing, the Bank shall immediately notify the contracting party by an electronic document, and the transaction will be processed on the next business day or by other agreed methods.

第十條 費用(詳臺灣土地銀行電子金融業務各項服務手續費收費標準表)

Article 10 Fees (detailed in Land Bank of Taiwan Electronic Financial Service Fee and Charge Schedule)

立約人自使用本契約服務之日起，依約定收費標準繳納服務費、手續費及郵電費，並授權貴行自立約人之帳戶內自動扣繳；如未記載者，貴行不得收取。

The contracting party shall pay the service fee, handling fee, postage, and telecommunication fee in accordance with the agreed fee and charge schedule from the starting date of this contract, and authorize the Bank to automatically withhold the fees from the account of the contracting party; the Bank shall not collect the fees not recorded in the contract.

前項收費標準於訂約後如有調整者，貴行應於貴行網站之明顯處公告其內容，並以電子文件使立約人得知（以下稱通知）調整之內容。

In the event of any adjustment to the fee and charge schedule referred to in the preceding paragraph after the contract is signed, the Bank shall publish the contents of the adjustment in an obvious place on its website, and make the contracting party aware of the contents of the adjustment (hereinafter referred to as the "notice") by means of electronic documents.

第二項之調整如係調高者，貴行應於網頁上提供立約人表達是否同意費用調高之選項。立約人未於調整生效日前表示同意者，貴行將於調整生效日起暫停立約人使用網路銀行一部或全部之服務。立約人於調整生效日後，同意費用調整者，貴行應立即恢復網路銀行契約相關服務。

If the adjustment mentioned in the second paragraph above is a fee increase, the Bank shall provide on the website the option of whether or not the contracting party agrees to the fee increase.

If the contracting party does not agree before the effective date of the adjustment, the Bank will suspend the use of one or all of the Internet banking services to the contracting party from the effective date of the adjustment. If the contracting party agrees to the fee adjustment after the effective date of the adjustment, the Bank shall immediately resume the Internet banking contract-related services.

前項貴行之公告及通知應於調整生效60日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

The announcement and notice of the Bank mentioned in the preceding paragraph shall be made 60 days before the adjustment becomes effective, and the effective date of the adjustment shall not be earlier than the starting date of the next year after the announcement and notice.

第十一條 立約人軟硬體安裝與風險

Article 11 Software and Hardware Installation and Risks of the Contracting Party

立約人申請使用本契約之服務項目，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，由立約人自行負擔。

When applying for the services of this contract, the contracting party shall install the required computer software, hardware, and other safety-related equipment by itself. The cost and risk of installation are to be borne by the contracting party.

第一項軟硬體設備及相關文件如係由貴行所提供，貴行僅同意立約人於約定服務範圍內使用，不得將之轉讓、轉借或以任何方式交付第三人。貴行並應於網站及所提供軟硬體之包裝上載明進行本服務之最低軟硬體需求，且負擔所提供軟硬體之風險。

If the software and hardware equipment and related documents in the first paragraph are provided by the Bank, the Bank only agrees that the contracting party may use them within the agreed service scope and shall not transfer, lend or deliver them to any third party in any way. The Bank shall indicate the minimum software and hardware requirements for the service on its website and the package of the software and hardware provided, and bear the risk of the software and hardware provided.

立約人於契約終止時，如貴行要求返還前項之相關設備，應以契約特別約定者為限。

At the time of termination of the contract, if the Bank requires the contracting party to return the relevant equipment referred to in the preceding paragraph, such equipment shall be limited to those specifically agreed in the contract.

第十二條 立約人連線與責任

Article 12 Connection and Responsibilities of the Contracting Party

貴行與立約人有特別約定者，必須為必要之測試後，始得連線。

If there is a special agreement between the Bank and the contracting party, the Bank shall conduct necessary tests before connecting.

立約人對貴行所提供之使用者代號、密碼、憑證及其他足以識別身分之工具，應負保管之責。

The contracting party shall be responsible for the safekeeping of the user code, password, certificate, and other identification tools provided by the Bank.

立約人輸入前項密碼連續錯誤達三次時，貴行電腦即自動停止立約人使用本契約之服務。立約人如擬恢復使用，應臨櫃辦理相關手續。

When the contracting party enters the previously specified password incorrectly for three consecutive times, the computer of the Bank will automatically stop the contracting party from using the services of this contract. If the contracting party intends to resume the use, it shall go through the relevant formalities at the bank counter.

第十三條 交易核對

Article 13 Transaction Check

貴行於每筆交易指示處理完畢後，以電子文件通知立約人，立約人應核對其結果有無錯誤。如有不符，應於使用完成之日起45日內，以電子文件或電話通知貴行查明。

After each transaction instruction has been processed, the Bank shall notify the contracting party by electronic document and the contracting party shall check whether or not there is an error in the result. If there is any discrepancy, the contracting party shall notify the Bank via electronic document or telephone to investigate within 45 days from the date of completion.

貴行應於每月對立約人以平信或電子文件寄送上月之交易對帳單（該月無交易時不寄）。立約人核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起45日內，以電子文件或電話通知貴行查明。

The Bank shall send the transaction statement of the previous month by regular mail or electronic document to the contracting party each month (no mailing is required if there is no transaction in the month). After checking, if the contracting party believes that there is an error in the transaction statement, it shall notify the Bank by electronic document or telephone within 45 days from the date of receipt.

貴行對於立約人之通知，應即進行調查，並於通知到達貴行之日起30日內，將調查之情形或結果以電子文件或電話覆知立約人。

The Bank shall investigate the notice of the contracting party immediately, and inform the contracting party of the result of the investigation by electronic document or telephone within 30 days after the notification arrives at the Bank.

第十四條 電子文件錯誤之處理

Article 14 Handling of Errors in Electronic Documents

立約人利用本契約之服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。

In case of any errors in the electronic document of the contracting party's use of the services of this contract due to reasons not attributable to the contracting party, the Bank shall assist the contracting party in the correction and provide other necessary assistance.

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，並同時以電子文件或電話通知立約人。

In the event of any errors in the services referred to in the preceding paragraph due to any reasons attributable to the Bank, the Bank shall promptly correct it when it becomes aware of it, and at the same time notify the contracting party by electronic document or telephone.

立約人利用本契約之服務，其電子文件因可歸責於立約人之事由而發生錯誤時，倘屬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：

In case of any errors in the electronic document of the contracting party's use of the services of this contract due to reasons attributable to the contracting party, if it is an error of the financial institution code in the contracting party's application or operation, or an error of the deposit account number or amount, thus resulting in a transfer to another party's account or a wrong amount, once the contracting party informs the Bank, the Bank 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 about the transaction in accordance with relevant laws and regulations.

二、通知轉入行協助處理。

Notify the transferring bank to assist in the processing.

三、回報處理情形。

Report back on processing status

第十五條 電子文件之合法授權與責任

Article 15 Legal Authorization and Responsibility of Electronic Documents

貴行及立約人應確保所傳送至對方之電子文件均經合法授權。

The Bank and the contracting party shall ensure that the electronic documents transmitted to the other party are legally authorized.

貴行或立約人於發現有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，應立即以電話或書面通知他方停止使用該服務並採取防範之措施。

If the Bank or the contracting party discovers that a third party has fraudulently used or embezzled the user code, password, certificate, private key, or any other situation without legal authorization, it shall immediately notify the other party by telephone or in writing to stop using the service and take preventive measures.

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：

Before receiving the notice referred to in the preceding paragraph, the Bank shall be responsible for the effectiveness of the third party's use of the service. However, the above does not apply to any of the following circumstances:

一、貴行能證明立約人有故意或過失。

The Bank can prove that the contracting party was intentional or negligent.

二、貴行依雙方約定方式通知交易核對資料或帳單後超過 45 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 45 日，但貴行有故意或過失者，不在此限。

It has been more than 45 days after the Bank delivered the transaction verification data or statement via the method agreed by both parties. However, if the contracting party has special circumstances (such as long-distance travel, hospitalization, etc.) and cannot be notified, then 45 days from the end of the special circumstances will be counted. However, this does not apply if the Bank is intentional or negligent.

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。

The Bank shall be responsible for the authentication costs arising from the investigation of fraud or embezzlement in the second paragraph above.

第十六條 資訊系統安全

Article 16 Information System Security

貴行及立約人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或立約人個人資料。

The Bank and the contracting party shall each ensure the security of the information system used to prevent any illegal intrusion, acquisition, tampering, or damage to business records or personal data of the contracting party.

第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任。

In case of any dispute over a third party's breach of the Bank's information system protection measures or exploitation of the information system loopholes, the Bank shall bear the burden of proof for non-existence of the fact.

第三人入侵貴行資訊系統對立約人所造成之損害，由貴行負擔。

The damage to the contracting party caused by a third party's invasion of the Bank's information system shall be borne by the Bank.

第十七條 保密義務

Article 17 Confidentiality Obligation

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本契約服務而取得立約人之資料，不洩漏予第三人，亦不可使用於與本契約無關之目的，且於經立約人同意告知第三人時，應使第三人負本條之保密義務。

Except as otherwise required by law, the Bank shall ensure that the contracting party's information in the exchanged electronic documents which is obtained due to the use or performance of the services under this contract is not disclosed to any third party, or used for purposes unrelated to this contract; any third party shall be made liable for the confidentiality obligation of this article when the third party is informed with the consent of the contracting party.

前項第三人如不遵守此保密義務者，視為本人義務之違反。

If the third party fails to comply with the confidentiality obligation referred to in the preceding paragraph, it shall be deemed as the contracting party's breach of its obligation.

第十八條 損害賠償責任

Article 18 Damage Compensation Liability

貴行及立約人同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

The Bank and the contracting party agree that in case of delay, omission or error due to any reasons attributable to one of the parties during the transmission or receipt of electronic documents in accordance with this contract, which causes damage to the other party, such party shall be liable for the damage caused to the other party.

第十九條 紀錄保存

Article 19 Record Retention

貴行及立約人應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。

The Bank and the contracting party shall keep all electronic records of the transaction instructions and ensure their authenticity and integrity.

貴行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為5年以上，但其他法令有較長規定者，依其規定。

The Bank shall exercise the duty of care of a good administrator in the retention of the records referred to in the preceding paragraph. The retention period is at least five years, but if other laws or regulations require a longer period, such laws or regulations shall prevail.

第二十條 電子文件之效力

Article 20 Effectiveness of Electronic Documents

貴行及立約人同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

The Bank and the contracting party agree to use electronic documents as the means of the expression of intention, and the electronic documents exchanged in accordance with this contract shall have the same effect as the written documents. The above does not apply if it is otherwise excluded by the laws and regulations.

第二十一條 立約人終止契約

Article 21 Contract Termination by the Contracting Party

立約人得隨時終止本契約，但應親自或以書面委託代理人至貴行辦理或於企業網路銀行自行註銷。

The contracting party may terminate this contract at any time, but shall do so in person or appoint an agent in writing to do so at the Bank, or cancel it on the corporate Internet banking.

第二十二條 貴行終止契約

Article 22 Contract Termination by the Bank

貴行終止本契約時，須於終止日30日前以書面通知立約人。

When the Bank terminates this contract, it shall notify the contracting party in writing 30 days before the termination date.

立約人如有下列情事之一者，貴行得隨時以書面或電子文件通知立約人終止本契約：

In case of any of the following circumstances, the Bank may terminate this contract at any time by giving a written or electronic notice to the contracting party:

一、 立約人未經貴行同意，擅自將契約之權利或義務轉讓第三人者。

The contracting party transfers the rights or obligations of the contract to a third party without the consent of the Bank.

二、 立約人依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。

The contracting party claims bankruptcy in accordance with the Bankruptcy Act or applies for restructuring and liquidation procedures in accordance with the Consumer Debt Settlement Regulations.

三、 立約人違反本契約第十五條至第十七條之約定者。

The contracting party violates the provisions of Articles 15 to 17 of this contract

四、 立約人違反本契約之其他約定，經催告改善或限期請求履行未果者。

The contracting party violates other stipulations in this contract and fails to fulfill the request after a reminder or a deadline.

第二十三條 遵循防制洗錢及打擊資恐約定條款

Article 23 Observation of the Agreed Terms of Anti-Money Laundering and Counter-Terrorism Financing Act

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 Counter-Terrorism Financing Act, the contracting party agrees that the 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 the Bank:

一、 為確立立約人或關聯人(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。

To confirm whether the contracting party or related party (including but not limited to the senior manager of the contracting party, the substantial beneficiary, the trustor of the trust, the trustee of the trust, the supervisor of the trust, the beneficiary of the trust, and the related objects of the transaction; the same below) is an individual, legal person or group sanctioned by the "Counter-Terrorism Financing Act," or a terrorist or group identified or tracked by foreign governments or international organizations (hereinafter referred to as “on the sanctions list”), the contracting party or related party shall provide information for the Bank’s confirmation immediately. If the contracting party or related party does not cooperate, thus resulting in the Bank’s failure to make immediate comparisons, the Bank may suspend or refuse the application or transaction processing of the contracting party.

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。

Regardless of before and after account opening, various applications or transactions, once the Bank discovers that the contracting party or related party is on the sanctions list, the Bank may refuse business transactions or terminate business relationships 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，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 contracting party does not cooperate with the compliance review, refuses to provide related party’s information, refuses to describe the nature and purpose of the transaction or the source and destination of funds, or refuses to provide necessary information or verification documents for the review, the Bank may temporarily suspend all transactions under this contract and request the contracting party to provide explanation and necessary information or verification documents for the review within 30 days after receiving the Bank’s notice. If the contracting party fails to provide them before the deadline, the Bank may terminate this contract in writing, and the termination will become effective upon the arrival of the 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。

When the contracting party makes a transaction reservation, if the contracting party or related party seems to be on the sanctions list during the Bank’s name verification procedures conducted in accordance with the law, the Bank may first suspend the transaction; the transaction may be completed only if the name is later found not 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 contracting party or related party shall not request compensation from the Bank for damages or losses caused by the circumstances in the preceding four paragraphs.

第二十四條 契約修訂

Article 24 Contract Revision

本契約約款如有修改或增刪時，貴行以電子文件通知立約人後，立約人於7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60日以電子文件通知立約人，並於該電子文件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，應於前述得異議時間內通知貴行終止契約：

If there is any revision, addition, or deletion to the contract terms, after the Bank informs the contracting party via an electronic document, the contracting party is deemed to acknowledge the revision, addition, or deletion if there is no objection from the contracting party within 7 days. However, if there is any change to the following items, the contracting party shall be notified via an electronic document 60 days before the change, and the electronic document shall state in an obvious and definite manner the change as well as the contents of the new and old terms. The contracting party shall be informed that it may object to the change before it takes effect and that the contracting party is deemed to acknowledge the revision, addition, or deletion if the contracting party does not object within the specified period. The contracting party shall also be informed that if it has any objection, it shall notify the Bank to terminate the contract within the aforementioned period for objections:

一、 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。

The method by which the Bank or the contracting party informs the other party in case any third party fraudulently uses or embezzles the user code, password, certificate or private key, or if there is any other unlawful authorization.

二、 其他經主管機關規定之事項。

Other matters specified by the competent authority.

第二十五條 文書送達

Article 25 Delivery of Documents

立約人同意以企業網路銀行申請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，應即以書面通知貴行或於企業網路銀行變更，並同意改依變更後之地址為送達處所；如立約人未以書面通知或於企業網路銀行變更地址時，貴行仍以立約人載明之地址或最後通知貴行之地址為送達處所。

The contracting party agrees to use the address it provided on the Corporate Internet Banking Application Form when opening the deposit account as the place where the relevant documents will be delivered. If the contracting party changes its address, it shall notify the Bank in writing or change the address on the corporate Internet banking, and the contracting party agrees to use the changed address as the place of delivery. If the contracting party fails to notify in writing or change the address on the corporate Internet banking, the Bank will still use the address specified by the contracting party or the address last notified to the Bank as the place of delivery.

第二十六條 存款保險

Article 26 Deposit Insurance

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 contracting party with the Bank is covered by the deposit insurance of the Central Deposit Insurance Corporation if it falls in the scope of the deposit items regulated under the Deposit Insurance Act.

第二十七條 爭議處理

Article 27 Dispute Handling

一、爭議發生時，立約人得向貴行提出申訴，申訴方式如下：

When a dispute occurs, the contracting party may file a complaint with the Bank in the following ways:

(一) 申訴及客服專線：0800-231590、02-23146633

Complaint and customer service hotline: 0800-231590, 02-23146633

(二) 立約人線上申訴路徑：土地銀行入口網站 <http://www.landbank.com.tw/>意見交流道/顧客申訴

The path of the contracting party's online complaint: Land Bank portal [http://www.landbank.com.tw/communications channel/customer complaint](http://www.landbank.com.tw/communications_channel/customer_complaint).

二、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，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 contracting party is a financial consumer regulated by the Financial Consumer Protection Act and does not accept the processing result of the complaint, or if no response to the complaint is received from the Bank after 30 days, the contracting party may apply with the Financial Ombudsman Institution for review after receiving the processing result or within 60 days after the deadline.

第二十八條 法令適用

Article 28 Applicable Laws

本契約準據法，依中華民國法律。

The governing law of this contract shall be the laws of the Republic of China.

本契約如有未盡事宜，悉依有關法令、貴行存款業務約定書及貴行有關規定辦理。

Any outstanding matters in this contract shall be handled in accordance with the relevant laws and regulations, the deposit business agreement of the Bank, and the relevant provisions of the Bank.

第二十九條 法院管轄

Jurisdiction

因本契約涉訟時，立約人與貴行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。

When this contract is involved in any litigation, the contracting party and the Bank agree that the local court where the head office of the Bank or the branch where the Bank has business dealings with the customer is located shall be the court of first instance, unless the law specifies an exclusive jurisdiction.

第三十條 標題

Article 30 Title

本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

The title of each article of this contract is for the convenience of reference only and shall not affect the interpretation, explanation, and understanding of the relevant articles of this contract.

第三十一條 其他約定事項

Article 31 Other Agreed Matters

一、繳納稅款、規費、公用事業費用、立約人本人於貴行信用卡費及貸款本息，立約人免約定轉入帳戶，自動視同約定轉入帳號。

For the payment of taxes, fees, public utility fees, credit card fees, and loan principal and interest of the contracting party to the Bank, the contracting party is exempt from the contract for the designated Receiving Account, and the designated Receiving Account is automatically deemed as agreed.

二、立約人因故須暫停憑證服務時，可於企業網路銀行或臨櫃辦理停用。如立約人於貴行營業時間外有緊急暫停憑證服務之需求，可先撥打貴行客服電話辦理停用，次一營業日再親至貴行補辦書面手續。

When the contracting party needs to suspend the certificate service for some reason, it can do so on the corporate Internet banking or at the bank counter. If the contracting party needs to suspend the certificate service outside the business hours of the Bank, it may call the Bank's customer service number to handle the suspension first, and then go to the Bank to complete the written procedures in person on the next business day.

三、每次申請憑證使用期限為一年，期滿前一個月內可申請憑證更新，更新交易完成後，延長使用期限一年，嗣後亦同。如憑證過期即為無效，須至貴行臨櫃重新申請。立約人申請之憑證，除得於約定範圍內使用，尚得使用於臺灣網路認證股份有限公司網站公告之應用範圍內，除此之外，立約人不得將該憑證作其他目的之使用。

The validity period of each certificate is one year, and a renewal may be applied within one month before the expiry date. After the renewal is completed, the validity period will be extended for one year, and the same will apply thereafter. The certificate will be invalid after expiration. Please re-apply at the counter of the Bank. The certificate applied for by the contracting party shall be used within the agreed scope and the application scope announced on the website of TWCA; the contracting party shall not use the certificate for other purposes.

四、立約人同意貴行及安全認證機構，得在合於貴行營業登記項目或章程所定業務之需要等特定目下，蒐集、處理及利用(含國際傳輸)立約人之個人資料。

The contracting party agrees that the Bank and the security certification agency may collect, process, and use (including international transmission) the contracting party's personal data for specific purposes such as the registered businesses of the Bank or the business needs specified in the articles of association.

五、如經貴行研判帳戶有疑似不當使用之情事時，貴行得逕自終止立約人使用企業網路銀行服務。

If the Bank determines that the account is suspected of improper use, the Bank may directly terminate the contracting party's use of the corporate Internet banking services.

六、立約人如為企業用戶，其所授權之任一使用者所為之交易，均視同立約人本人所為之交易。

If the contracting party is a corporate user, any transaction performed by any user authorized by it shall be deemed as the transaction performed by the contracting party itself.

七、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 contracting party agrees that the Bank may entrust a third party to print, package, and send the statement of transfers between the contracting party and the Bank, and agrees that the Bank may provide the contracting party's information to any third party appointed by the Bank to handle related affairs.

八、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.