

Content

Title :	Template of Standard Form Contract for ATM Card Accessory to Demand (Savings) Deposit Contract <b>Ch</b>
Date :	2011.10.24
Legislative :	1.Promulgated on November 06, 2009 2.Amended on October 24, 2011
Content :	<p>This Contract has been taken home by the depositor for review on ____ (year) ____ (month) ____ (day) (The review period shall be at least 5 days)</p> <p>Depositor: _____ (signature) Bank: _____ (signature)</p> <p>The Depositor hereby applies to the Bank for an Automated Teller Machine (ATM) card having the following functions: <input type="checkbox"/> one card <input type="checkbox"/> cards</p> <p><input type="checkbox"/> (1) General functions: Deposit, withdraw, transfer, pay taxes (fees), change password and balance inquiry</p> <p><input type="checkbox"/> (2) Additional functions: <input type="checkbox"/> Electronic purse <input type="checkbox"/> Others:</p> <p>If the Depositor likes his/her ATM card to offer the functions of a credit card, cash card or international withdrawal, the Depositor is required to sign another agreement on credit card, cash card or international withdrawal service with the Bank.</p> <p>The parties hereto agree to abide by the terms and conditions set forth as follows: (The sentences above should be marked in bold and red font)</p> <p>Article 1 (Pickup, Activation and Void)</p> <p>To pick up the ATM card and password letter and to activate the card, the Depositor shall bring his/her ID and the seal on file to the Bank in person or act in a manner as agreed with the Bank. (Note: Banks should offer different ways of picking up ATM cards for depositors to select and specify those ways in the Contract).</p> <p>If the Depositor has not picked up the ATM card in ____ months past the date of application, the Bank may void the ATM card and the password letter.</p> <p>If the ATM card is prefabricated (that comes with a password), the Depositor may pick up the card and password letter at the Bank after opening an account and filling out this Contract, and complete the activation formalities.</p> <p>Article 2 (Change of Password)</p> <p>The Depositor may use the automated teller machine or other machines to change the password of his/her ATM card as many times as he/she desires.</p> <p>Article 3 (Limit of Deposit Amount)</p> <p>When the Depositor uses the ATM card to make cash deposit into another person's account via the Bank's automated teller machine, the amount of deposit is subject to the limit allowed for non-designated ATM transfer. There is no limit on the amount of cash deposited into Depositor's own account using the ATM card.</p> <p>Article 4 (Limits of Intrabank ATM Withdrawal and Transfer)</p>

Withdrawals using the ATM card from the Bank's automated teller machine shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

Designated account transfer using the ATM card shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

Others: Non-designated account transfer using the ATM card shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

(This article should be marked in bold and red font)

#### Article 5 (Limits of Interbank ATM Withdrawal and Transfer)

Withdrawals using the ATM card from automated teller machines set up by other financial institutions participating in the interbank financial telecommunication system shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

Designated account transfer using the ATM card shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

Others: Non-designated account transfer using the ATM card shall be limited as follows:

1. Maximum of NT\$\_\_\_\_\_ each time.
2. Maximum of NT\$\_\_\_\_\_ per day.

(This article should be marked in bold and red font)

#### Article 6 (Passbook Update)

Unless it is otherwise agreed, when the Depositor has used the ATM card to make withdrawal and transfer consecutively \_\_\_\_ times, or the aggregate amount of ATM withdrawal has reached NT\$\_\_\_\_\_, or the amount of non-designated account ATM transfer has reached NT\$\_\_\_\_\_, the Depositor must update his/her passbook before resuming the use of ATM card.

#### Article 7 (Adjustment of the Amount and Number of Times for ATM Withdrawal and Transfer and Disclosure of Adjustment)

The Bank may, in view of actual needs, adjust the amount and number of times provided in the preceding three articles at any time. However the Bank shall, in \_\_\_ days before making the adjustment, disclose the information in a conspicuous manner at its business places and on its website.

#### Article 8 (Account Transfer Error by Depositor and Bank's Assistance)

When the Depositor uses ATM card to make account transfer, the Depositor should carefully check the transferee's financial institution number, account number and amount. If the Depositor made an error in entering the transferee's financial institution number, account number or amount of transfer that the money is transferred into an unintended account or a wrong amount is transferred, the Bank will promptly carry out the following once the Depositor notifies the Bank:

1. Provide details on the transaction concerned and relevant information according to applicable regulations.
2. Assist in notifying the transferee's financial institution to take

actions.

3. Reply to the Depositor with regard to actions taken.

#### Article 9 (The Effect of Intrabank or Interbank Transaction)

When the Depositor uses the ATM card and password to make a transaction through the automated teller machine or other machines of the Bank or set up by other financial institutions participating in the interbank financial telecommunication system, such transactions are equally valid as the act of the Depositor making a transaction with a passbook and seal.

#### Article 10 (Time of Transaction)

Cut-off point for interbank transaction: 3:30PM, Monday ~ Friday is the cut-off point for accounting purpose. Transactions that take place past the accounting cut-off point or on non-banking days will be processed on the next banking day. Whether a transaction is an after-hour transaction will be determined by the time the Bank receives the related file or data.

#### Article 11 (Foreign Currency Withdrawal in Taiwan)

The Depositor may use ATM card to withdraw foreign currency if he/she is an adult and has a Citizen ID Card or has an alien resident certificate. The amount of foreign currency withdrawn will be converted into NTD at the exchange rate for selling foreign currency cash as offered by the Bank at the time of transaction and deducted from Depositor's NTD account (see Article 15 for handling fees).

#### Article 12 (Authorization of Exchange Settlement for Foreign-Currency Transaction)

When the Depositor uses ATM card to carry out foreign-currency transactions according to the preceding article, the Depositor authorizes the Bank to be his/her exchange settlement agent in the Republic of China, and complete the exchange settlement formalities according to the rules of the Central Bank and agreement between the parties.

#### Article 13 (Termination of Contract or Suspension of ATM Card Services)

The Depositor may terminate this Contract at any time by means of \_\_\_\_\_ as agreed with the Bank (e.g. by means of written notice, mailing back the ATM card to the Bank, written notice and mailing back the ATM card, etc.).

In case of the any of the following situations, the Bank may terminate this Contract at any time or suspend the ATM card services:

1. The ATM card is being forged, altered, or used in illegal activities, such as money laundering or fraud.
2. The Depositor's account has been put on the list of payment suspension, alert or associated control accounts according to law.
3. The Depositor violates the law, impairs the interest of the Bank or engages in other illegal activities.

(Banks should state in the Contract other just causes for terminating this Contract or temporary suspension of ATM card services).

#### Article 14 (Number of Incorrect Password Entry, Card Retention and Card Lock)

When the Depositor's ATM card is locked up or retained by the automated teller machine due to incorrect password entry \_\_\_\_ times consecutively (no less than three times), forgetting to retrieve the card from the machine, using a reported loss ATM card for transaction or other reasons, the Depositor shall take one of the following actions and present his/her ID

and the original seal on file in person, unless it is otherwise agreed with the Bank:

1. If the ATM card is locked, the Depositor shall go to the branch at where he/she opened his/her account or a place designated by the Bank to unlock the card.

2. If the ATM card is being retained, the Depositor shall, within \_\_\_\_\_ banking days (at least 14 days) from the next day following the retention, go to the Bank to retrieve the card or receive a new card. If the Depositor did not retrieve his/her card within the aforementioned time period, the Bank will cancel the ATM card.

#### Article 15 (Fees, Fee Adjustment and Disclosure)

Fees for ATM transactions or services are as follows:

##### 1. Transaction fees:

(1) Interbank withdrawal in Taiwan: NT\$\_\_\_\_ each time (no more than NT\$6).

(2) Interbank transfer in Taiwan: NT\$\_\_\_\_ each time (no more than NT\$17).

##### 2. Service fees:

(1) Unlock service:  Free  NT\$\_\_\_\_ each time (no more than NT\$50).

(2) Card reissue:  Free  NT\$\_\_\_\_ each time (no more than NT\$100).

The parties agree that fees in the preceding paragraph are to be paid in the following manner:

Deduct from Depositor's account.

Other manners as agreed: \_\_\_\_\_.

Fees in the first paragraph hereof shall be publicly disclosed in a conspicuous manner at the business places and on the website of the Bank.

The Bank will not charge fees in Subparagraph 2 of Paragraph 1 hereof unless the Bank could show that the card needs to be unlocked or reissued for reasons attributable to the fault of the Depositor. If the unlocking or reissue of ATM card causes the Depositor to sustain damages, the Bank shall be held liable, unless the Bank could show that unlocking or reissue is made necessary for reasons not attributable to the fault of the Bank.

#### Article 16 (Lost, Destroyed or Stolen ATM Card or Other Situations of Loss of Possession)

The Depositor should safekeep his/her ATM card and should promptly report loss to the Bank according to the agreed manner if the ATM card is lost, destroyed, stolen or in other situations of loss of possession.

The agreed manner mentioned in the preceding paragraph should be safe and convenient for the Depositor.

If the Depositor's ATM card is used by an unauthorized person and the Bank has made payment accordingly before the Depositor carries out the report loss formalities, the Depositor shall be deemed as having paid the transaction. However if the Depositor's password is being used without authorization or stolen due to the failure of the Bank or other financial institution to carry out the duty of care of a good manager for their automated teller machine or other reasons attributable to the fault of the Bank or other financial institutions, the Bank shall be responsible for ATM transactions taken place before the Depositor has reported loss of card.

#### Article 17 (Lend Out, Assign or Pledge Prohibited)

The Depositor shall safekeep his/her ATM card, and shall be personally responsible if his/her ATM card is lent out, assigned, or pledged to others.

Article 18 (Duplication or Alteration Prohibited)

The Depositor shall not duplicate or alter the ATM card.

Article 19 (Use of Personal Data)

In the use of interbank ATM services of withdrawal, transfer, remittance, paying tax, paying fees, smart pay and account inquiry, the Depositor agrees that the Bank, the corresponding financial institution for the ATM transaction, Joint Credit Information Center, Financial Information Service Co., Ltd. and other institutions approved by the Financial Supervisory Commission, Executive Yuan or the competent authority for agricultural finance for establishment or business operations may, for the purposes of completing the aforesaid interbank service, gather, process, make international transmission and use his/her personal data as provided by law. Unless with the consent of the Depositor or as approved by law, the Bank may not provide the Depositor's data for use by third parties other than those entities described above.

Article 20 (Filing Complaint)

The Bank should indicate complaint hotline in the Contract:

- Toll-free telephone number: .
- Fax: .
- E-mail: .
- Others: \_\_\_\_.

Article 21 (Service of Documents)

The Depositor agrees that the address stated in this Contract will be the mailing address for delivery of relevant correspondence. If the Depositor or his/her contact person changes address, the Depositor should promptly notify the Bank in writing or in another manner as agreed and agree that the changed address shall be the mailing address for delivery of correspondence. If the Depositor does not notify the Bank of address change in writing or in another manner as agreed, the address shown in the lease or the address last notified by the Depositor will be the address where the Bank sends correspondence. When the Bank sends a notice or document to the Depositor, such documents or notices are deemed legally served after normal delivery time.

Article 22 (Other Agreements)

Matters not specified in this Contract shall be governed by the Demand (Savings) Deposit Contract.

Article 23 (Counterparts)

This Contract is executed in \_\_\_\_ counterparts. The Bank and the Depositor will hold \_\_\_\_ copies each for compliance.

Article 24 (Court of Jurisdiction)

If litigation arises out of this Contract, the parties agree that \_\_\_\_\_ District Court be the court of jurisdiction for the first instance. However, the application of Article 47 of Consumer Protection Act or Article 436-9 of the Code of Civil Procedure on small claim court may not be excluded.