

Content

Title : Standard Form Contract for Personal Online Banking Services [Ch](#)

Date : 2012.10.08

Legislative : 1.Promulgated on May 26, 1999
2.Amended on June 15, 2006
3.Amended on October 8, 2012

Content : This Contract has been taken home by the customer for review on ____ (year)
____ (month) ____ (day) (The review period shall be at least 5 days)

Customer (Party A): _____ (signature)

Bank (Party B): _____ (signature)

Article 1 (Bank Information)

1. Bank name:

2. Complaint and customer service hotline:

3. Website:

4. Address:

5. Fax:

6. E-mail address:

Article 2 (Scope)

This standard form contract (this “Contract”) is a general agreement on personal online banking services. Unless it is otherwise agreed in individual agreements, personal online banking services shall be governed by this Contract.

Individual agreements may not contradict this Contract. However individual agreements that are more favorable to the protection of the Customer shall prevail over this Contract.

Where there is any question over the terms of this Contract, interpretations that are favorable to the consumers shall prevail.

Article 3 (Definitions)

1. “Online banking service” means the bank’s financial services that are directly accessible by customers through computer connection with the bank’s computer via the internet without appearing at the bank’s counter in person.

2. “Electronic document” means a record carrying text, sound, picture, image, symbol, or other forms of information generated electronically or other means not directly recognizable by human perceptions and transmitted for electronic processing by a bank or bank customer via network connection that is sufficient to convey the intents of the bank or bank customer.

3. “Digital signature” means an electronic signature generated by the use of mathematic algorithm or other means to create a certain length of digital data from an electronic document encrypted by the signatory’s private key, and capable of being verified by the public key.

4. “Certificate” means an electronic attestation signed by the certification authority with a digital signature to verify the identity and qualification of the signatory.

5. "Private key" means certain digital data having parity matching relation and possessed by a signatory to generate a digital signature.
6. "Public key" means certain digital data having parity matching relation, made public and used to verify the authenticity of a digital signature.

Article 4 (Authenticity of Website)

The Customer should first confirm the accuracy of the Bank's website address before using the online banking services, and call the Bank's customer service for inquiry if there is any question.

The Bank should inform the Customer of the risks associated with the use of online banking services in a manner comprehensible to the general public.

The Bank should exercise due diligence of a good manager to constantly maintain the accuracy and security of its website, and constantly watch whether any of its webpages has been falsified so as to prevent damage to the interests of the Customer.

Article 5 (Services)

The Bank shall indicate its services in this Contract. If relevant information appears on the Bank's website, the Bank shall ensure the accuracy of such information and the Bank's obligations to consumers shall not be less than what is stated on its website.

Article 6 (Network for Connection)

The Bank and the Customer agree to use the network for sending and receiving electronic documents.

The Bank and the Customer should respectively sign network access contract that delineates rights and obligations with an Internet service provider and assume the expenses incurred thereof.

Article 7 (Receipt of and Response to Electronic Document)

After receiving an electronic document that contains a digital signature or identification as agreed by the Bank and the Customer, except where the electronic document concerns an inquiry, the Bank should provide a webpage on important information regarding to the transaction indicated in the electronic document for reconfirmation by the Customer and then immediately undergo checking and processing, and notify the Customer of the results of checking and processing in a mutually agreed manner.

Any electronic document received by the Bank or the Customer from each other is deemed not sent if the identity of the Bank or the Customer or the content of the electronic document is unidentifiable. However if the Bank could confirm the identity of the Customer, the Bank should immediately inform the Customer of the fact that the content of the document is unidentifiable in a mutually agreed manner.

Article 8 (Non-execution of Electronic Document)

In case of any of the following situations, the Bank needs not execute any electronic document received:

1. The Bank has solid reason to suspect the authenticity of the electronic document or the accuracy of the instruction given.
2. The Bank would violate applicable regulations if it takes action according to the instruction given in the electronic document.
3. The Bank is unable to deduct the required fees from Customer's account on account of the Customer.

If the Bank decides not to execute an electronic document mentioned in the

preceding paragraph, the Bank should notify the Customer of the situation and reason for non-execution in a mutually agreed manner. Upon receiving such notice, the Customer may confirm with the Bank in a mutually agreed manner.

Article 9 (Time for Exchange of Electronic Document)

Electronic documents are automatically processed by the Bank computer. The Customer may not withdraw a document after he/she has confirmed the accuracy of its content according to the reconfirmation mechanism provided by the Bank according to Paragraph 1 of Article 7 herein and has sent the document to the Bank. But for prescheduled transactions that have not taken place, the Customer may withdraw or modify the electronic document sent during a time period specified by the Bank.

If an electronic document is sent via the network to the Bank past the service hours for automatic processing (____ (the service hours will be determined by respective banks)), the Bank should immediately notify the Customer via an electronic document that the transaction will be processed the next business day or in an manner as otherwise agreed by the parties.

Article 10 (Fees)

The Customer agrees to pay service fees, processing fees and remittance fees according to the agreed fee schedule starting from the date of using the services under this Contract, and authorize the Bank to deduct such fees automatically from the Customer's account. However the Bank may not charge fees for services not stated in the agreed fee schedule.

If the fee schedule in the preceding paragraph is subsequently adjusted, the Bank shall announce the news at a conspicuous place on the Bank's website and inform the Customer of fee adjustment (referred to as the "notice" hereunder) in a mutually agreed manner.

Where the fee adjustment in Paragraph 2 hereof pertains to fee increase, the Bank shall offer the Customer an option on its webpage for the Customer to indicate whether he/she agrees to the fee increase. Where the Customer did not indicate his/her consent before the date the fee adjustment takes effect (referred to as the "adjustment effective date" hereunder), the Bank may suspend all or part of the online banking services used by the Customer starting from the adjustment effective date, and promptly reinstate relevant services under this Contract if the Customer agrees to the fee adjustment later on.

The Bank's announcement and notice mentioned in the preceding paragraph shall be made ____ days (not less than 60 days) prior to the adjustment effective date, and the adjustment effective date shall not be earlier than the first day of the next year following the year of announcement and notice.

Article 11 (Installation of Hardware and Software by the Customer and Associated Risk)

The Customer should install his/her own computer software and hardware and other security-related equipment required for using the services under this Contract, and assume related installation expenses and associated risks.

If the software and hardware mentioned in Paragraph 1 and relevant documents are furnished by the Bank, the Bank agrees that the Customer may use them for agreed services only and may not assign, lend or deliver them in any manner to a third person. The Bank shall also indicate the minimum

software and hardware requirements for its services on its website and the packages of the software and hardware it furnishes, and assume risks associated with the software and hardware it furnishes.

The Bank may require the Customer to return the equipment mentioned in the preceding paragraph when the Customer terminates this Contract only if there is a special agreement to the effect under this Contract.

Article 12 (Customer's Connection and Responsibility)

The Customer must have completed necessary tests before connection if it is so mutually agreed with the Bank.

The Customer shall be responsible for keeping the user ID, password, certificate, and other tools sufficient for user authentication furnished by the Bank.

Where the Customer has entered the wrong password in the preceding paragraph __ times consecutively (more than three times and less than five times), the Bank's computer will immediately suspend the Customer from using the services under this Contract automatically. The Customer must reapply for services according to the agreed formalities if he/she likes to restore the use of online services.

Article 13 (Checking the Transactions)

After completing the processing of each transaction as instructed by the Customer, the Bank shall notify the Customer by sending an electronic document or in a mutually agreed manner, and the Customer should check whether the transaction result is correct. If there is any discrepancy, the Customer shall notify the Bank in a mutually agreed manner to investigate within ○○ days (not less than 45 days) from the date of finishing the use of service.

Every month the Bank shall send a transaction statement for the previous month to the Customer in a mutually agreed manner (the statement is not required if no transactions have taken place in the previous month). If the Customer finds error in the transaction statement, he/she shall notify the Bank in a mutually agreed manner to investigate within ○○ days (not less than 45 days) from the date of receiving the statement.

Upon receiving the Customer's notice, the Bank shall investigate immediately and reply in writing the findings or result of investigation within ○○ days (not more than 30 days) from the date of receiving the notice.

Article 14 (Electronic Document Errors)

Where an error occurs to an electronic document in relation to services under this Contract sent by the Customer for reasons not attributable to the fault of Customer, the Bank shall assist the Customer in making correction and provide other necessary assistance.

If error occurs to services in the preceding paragraph for reasons attributable to the fault of the Bank, the Bank shall make correction immediately upon learning the mistake and notify the Customer via electronic document or in a mutually agreed manner.

Where an error occurs to an electronic document in relation to services under this Contract sent by the Customer for reasons attributable to the fault of Customer, and the error pertains to the Customer making a mistake in the bank code, account number or amount transferred into from his/her own account as applied for or entered such that money is transferred into a

wrong account or a wrong amount is transferred, the Bank shall take the following actions immediately once it receives a notice from the Customer:

1. Provide details and relevant information on the transaction in accordance with applicable regulations;
2. Notify the transferee bank to render assistance; and
3. Reply to the Customer the handling of situation.

Article 15 (Legal Authorization of Electronic Documents and Responsibility)

The Bank and the Customer shall make sure the electronic documents they send to each other are legally authorized documents.

Where the Bank or the Customer discovers that a third party uses without authorization or steals the user ID, password, certificate, or private key or engages in any other unauthorized use, they shall promptly notify the other party in a mutually agreed manner to suspend the use of service and take preventive actions.

If the service used by an unauthorized third party has taken effect before the Bank receives a notice from the Customer as mentioned in the preceding paragraph, the Bank shall be responsible, except in any of the following circumstances:

1. The Bank could show that it results from an intentional or negligent act of the Customer; or
2. ○○ days (not less than 45 days) have elapsed since the Bank has notified the Customer of the transaction data or statement in a mutually agreed manner. However if the Customer could not receive the notice due to a special situation (e.g. the Customer has been away on a long trip or hospitalized), ○○ days (not less than 45 days) have elapsed since the end of the special situation. The preceding provisions do not apply, provided the Customer's failure to receive the notice results from an international or negligent act of the Bank.

Fees incurred in investigating the facts of unauthorized use or theft as mentioned in Paragraph 2 hereof shall be borne by the Bank.

Article 16 (Security of Information Systems)

The Bank and the Customer shall each ensure the security of the information system to prevent illegal entry, acquisition, alteration or destruction of transaction records or the Customer's personal data.

With regard to dispute arising out of the hacking of the safeguard measures of the Bank's information system by a third party or the loophole of the Bank's information system, the Bank bears the burden of proof to show that such fact does not exist.

The Bank shall be responsible for damages to the Customer caused by third party invasion into the Bank's information system.

Article 17 (Confidentiality)

Unless it is otherwise provided by law, the Bank shall ensure that all electronic documents received from the Customer or Customer data obtained in the process of using or executing services under this Contract will not be disclosed to any third party or be used for purposes irrelevant to this Contract. If it is necessary to disclose the aforementioned information to a third party with the consent of the Customer, the Bank shall make sure the third party will also assume the obligation of confidentiality herein. Where the third party in the preceding paragraph violates the obligation of confidentiality, the Bank shall be deemed to have violated the provision

hereof.

Article 18 (Indemnity)

The Bank and the Customer agree that when the sending or receiving of electronic documents under this Contract is delayed, omitted, or erred due to causes attributable to the fault of one party, which results in damage to the other party, the party at fault shall be held liable for damages incurred by the other party.

Article 19 (Preservation of Records)

The Bank and the Customer should preserve the records of all electronic documents on transaction instruction and ensure the truthfulness and integrity of such records.

The Bank shall exercise due diligence of a good manager for the preservation of records mentioned in the preceding paragraph and retain the records for at least 5 years or longer if so required according to other laws.

Article 20 (Effect of Electronic Documents)

The Bank and the Customer agree to use electronic documents as a means of representation that the electronic documents exchanged between them under this Contract have the same effect as written documents, unless it is otherwise provided according to law.

Article 21 (Termination of Contract by the Customer)

The Customer may terminate this Contract at any time in person, in writing or in another mutually agreed manner.

Article 22(Termination of Contract by the Bank)

If the Bank plans to terminate this Contract, it shall give the Customer a 30-day advance notice in writing.

However, if the Customer has any of the following situations, the Bank may inform the Customer the termination of this Contract at any time in writing or in another mutually agreed manner:

- 1.The Customer transfers the rights or obligations under this Contract to a third party without the consent of the Bank.
- 2.The Customer files for bankruptcy according to the Bankruptcy Act or files for debt restructuring or liquidation according to the Consumer Debt Clearance Act.
- 3.The Customer breaches the provisions in Article 15, 16 or 17 of this Contract.
- 4.The Customer breaches other provisions of this Contract and fails to comply after the Bank has demanded remedial action or requested performance within a given time period.

Article 23 (Modification of Contract)

The Customer shall be deemed to have accepted any revision, addition or deletion of the provisions of this Contract, provided the Bank has notified the Customer of the revision, addition or deletion in writing or in a mutually agreed and the Customer did not raise any objection in 7 days after receiving such a notice. However if the contract change concerns any of the following matters, the Bank shall notify the Customer at least 60 days in advance in writing or in a mutually agreed manner using conspicuous and explicit wording to state the changes and the provisions before and after the change, and inform the Customer that he/she may raise objection before the change takes effect and that the Customer is deemed to accept

the revision, addition or deletion if he/she did not raise any objection during said period of time. The Bank shall in addition inform the Customer that if he/she has objection over the change, he/she has the option to notify the Bank of termination of this Contract during the aforesaid time period:

1. The manner by which the Bank or the Customer notifies the other party of any unauthorized use or theft of user ID, password, certificate, private key, or any other situation that is not legally authorized; or
2. Other matters as provided by the competent authority.

Article 24 (Service of Documents)

The Customer agrees that the address stated in this Contract will be the mailing address for delivery of relevant correspondence. The Customer should promptly notify the Bank of address change 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 Customer does not notify the Bank of address change in writing or in another manner as agreed, the address shown in the Contract or the address last notified by the Customer shall be the address where the Bank will send correspondence.

Article 25 (Governing Law)

This Contract shall be governed by the laws of the Republic of China.

Article 26 (Court of Jurisdiction)

If litigation arises out of this Contract, the Bank and the Customer agree that _____ District Court be the court of jurisdiction for the first instance.

Article 27 (Heading)

The headings of this Contract are inserted for convenience of reference only and are not to affect the interpretation, construction, or understanding of the clauses.

Article 28 (Counterparts)

This Contract is executed in two counterparts, to be held each by the Bank and the Customer.

Data Source : Financial Supervisory Commission Laws and Regulations Retrieving System