

Content

Title :	Mandatory Provisions to be Included in Standard Form Contract for ATM Card Accessory to Demand (Savings) Deposit Contract <b>Ch</b>
Date :	2011.10.24
Legislative :	1.Promulgated on October 24, 2011
Content :	<p>1. Methods for Pickup, Activation and Void of ATM Card</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>2. Limits of Intrabank ATM Withdrawal and Transfer</p> <p>Withdrawals using the ATM card from the Bank's automated teller machine shall be limited as follows:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p> <p>Designated account transfer using the ATM card shall be limited as follows:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p> <p><input type="checkbox"/> Others: Non-designated account transfer using the ATM card shall be limited as follows:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p> <p><b>【This point should be marked in bold and red font】</b></p> <p>3. Limits of Interbank ATM Withdrawal and Transfer</p> <p>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:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p> <p>Designated account transfer using the ATM card shall be limited as follows:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p> <p><input type="checkbox"/> Others: Non-designated account transfer using the ATM card shall be limited as follows:</p> <p>1. Maximum of NT\$_____ each time.</p> <p>2. Maximum of NT\$_____ per day.</p>

**【This point should be marked in bold and red font】**

#### 4. Passbook Update

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

#### 5. 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 points 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.

#### 6. 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.

#### 7. 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.

#### 8. 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】**

#### 9. 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.

#### 10. Fees, Fee Adjustment and Disclosure

If the ATM transaction or services carried out or used by the Depositor incur fees, the fees shall be limited 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: NT\$\_\_\_\_\_ each time (no more than NT\$50).

(2) Card reissue: 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.

#### 11. 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.

12. 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.

13. Duplication or Alteration Prohibited

The Depositor shall not duplicate or alter the ATM card.

14. 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.

15. Filing Complaint

The Bank should indicate complaint hotline in the Contract:

☐ Toll-free telephone number: .

☐ Fax: .

☐ E-mail: .

☐ Others: \_\_\_\_.

16. 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.

**【Points 14 ~ 16 in these Mandatory Provisions need not be included if the matters have been stipulated in the master contract】**