

Content

Title :	Prohibitory Provisions of Standard Form Contract for Personal Online Banking Services Ch
Date :	2012.10.08
Legislative :	1.Promulgated on October 8, 2012
Content :	<p>1.The contract shall not contain any agreement under which the customer relinquishes the right to a certain contract review period.</p> <p>2.The contract shall not contain any agreement that the handling of dispute between the bank and the customer will be determined based on the electronic transaction data kept by the bank only.</p> <p>3.The contract shall not contain any clause that allows the bank to unilaterally modify the contract or terminate or rescind the contract at its own discretion.</p> <p>4.The contract shall not contain any clause that relieves or limit the bank' s liability associated with the termination or rescission of contract.</p> <p>5.The contract shall not contain any clause that relinquishes or limits the right of consumers to rescind or terminate the contract as provided by law or as agreed.</p> <p>6.The contract shall not contain other clauses that violate the mandatory or prohibitory provisions of law, or contain agreements that are against the principles of good faith or equality and mutual benefit, or constitute unreasonable risk allocation, or are apparently unfair.</p> <p>7.The agreement on the court of jurisdiction shall not exclude the application of Article 47 of Consumer Protection Law or Article 436-9 of the Code of Civil Procedure on small claim court.</p> <p>8.The contract shall not contain any clause that limits the bank' s responsibility to intentional and material error.</p> <p>9.The contract shall not contain any agreement that bank' s advertisements are for reference only.</p>

Data Source : Financial Supervisory Commission Laws and Regulations Retrieving System