

新加坡商大華銀行台北分行「帳戶及服務條款」修訂通知公告

Publication of Amendment to "TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES"

by United Overseas Bank Limited Taipei Branch

新加坡商大華銀行台北分行「帳戶及服務條款」修訂通知公告,並於 2019 年 1 月 1 日起生效。請 查照。公告日期:108 年 1 月 1 日 Please check to the amendments to "Terms and Conditions Governing Accounts and Services", which will be effective on January 1st, 2019. The publication date: 1st January, 2019.

說明

- 1. 現通知客戶本行「帳戶及服務條款」內容已被修訂(請參照下列修訂條款的對照表)。有關修訂將自公告日中華民國 108 年 1 月 1 日起開始生效。
- 2. 依據本分行「帳戶及服務條款」之約定,本分行得以於本分行營業大廳明顯公告或於本行網站張貼通知公告其內容之方式,修訂本分行「帳戶及服務條款」之條款。若存戶於收到或視為收到通知告知修訂、刪除、替換或新增後使用帳戶,即應視為已同意並接受,即因而對存戶具約束力。若存戶不同意對本條款和(或)特定條款之修訂,存戶得於修訂和(或)特定條款公告日期起三十(30)日內向本行發出書面通知而將全部帳戶或受影響帳戶結清關閉、終止服務或終止本條款和特定條款。
- 3. 如立約客戶對此次修訂有任何疑問,歡迎致電客戶暨專案管理部(代表號 02 2722 3838,分機 633 林小姐或 691 郭小姐),本分行將竭誠為您服務。

Description

- 1. We hereby notice you that we amend "Terms and Conditions Governing Accounts and Services" (The content of the aforesaid amendment is as below table for your reference). This amendment will be effective on January 1st, 2019 when the notice publication date.
- 2. According to "Terms and Conditions Governing Accounts and Services", the Bank may give notice of amendment of these Conditions and/or Specific Terms by prominent display of notice in the banking halls of the Bank or by notice posted on the website of the Bank. If the Customer utilizes the Account after receipt or deemed receipt of the notice informing of the amendment, deletion, replacement or addition, the Customer shall be deemed to have agreed to and accepted the same and it shall bind the Customer accordingly. If the Customer does not agree with the amendment to these Conditions and/or Specific Terms, the Customer may close all Accounts or affected Accounts, terminate the Services or terminate these Conditions and Specific Terms, by giving written notice to the Bank within 30 days from date of publication of the amendments and/or Specific Terms.
- 3. Shall you have any question on this aforesaid amendment, please feel free to contact our Client Fulfillment & Service at 02 2722 3838 extension 633 (Miss Lin) or extension 691 (Miss Kuo). We shall be happy to help you.

以下彙整本次修訂條款的對照表供參,謹請撥冗閱讀以保障您的權益。 Please read the content of the amendment (as below table) carefully to safeguard your right.

	異動前條款內容	異動後條款內容
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6. 帳戶及服務之結束或終止

- 6.1 除本條款另有約定外,本行在事前通知客戶後得:
 - (1) 結束帳戶,和(或)
 - (2) 終止、撤回或撤銷部分或全部之服務, 存戶不得要求本行對所衍生之損失或損害負責。

6. Closure/Termination of Account and Service

- 6.1 Unless otherwise provided herein, the Bank may:
 - (a) close the Account; and/ or
 - (b) terminate, withdraw or revoke any Service, in whole or in part, with prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.
- 6.2 發生下列情況之一時,本行得不經事先通知即結束帳戶或终止、撤 回或撤銷部分或全部之服務且無須對存戶因所衍生之損失或損害負 責,包括(但不限於)支票退票所致之損失或損害;
- 6.2 If any of the following events occur, the Bank may without prior notice, close the Account terminate, withdraw or revoke any Service, in whole or in part, without liability to Customer for any loss or damage caused thereby including without limitation, any loss or damage resulting from any returned cheque:
 - (1) 存戶未償付到期之負債本金;
 - (2) 存戶停業或歇業;
 - (3) 存戶無力償債,或存戶聲請或遭他人聲請破產、破產管理、重 整或重組;
 - (4) 存戶停業、解散或清算,或採取停業、解散或清算之程序;
 - (5) 票據交換所宣布不予兑付或承兑存戶簽發之匯票、票據或支票;
 - (6) 存戶身故而任何繼承人限制或拋棄繼承;
 - (7) 存戶因刑事控罪致其主要資產遭沒收;或
 - (8) 存戶以本行之帳戶或服務從事非法或疑似洗錢活動,或未按本 行要求提供透過帳戶或服務所進行之可疑或不尋常交易之相關 資料或合理解釋。
 - (a) the Customer fails to make payment of the principal of any indebtedness when due;
 - (b) the Customer suspends or ceases its business;

6. 帳戶及服務之結束或終止

- 6.1 除本條款另有約定外,本行在事前通知存戶後得:
 - (1) 結束帳戶;和(或)
 - (2) 終止、撤回或撤銷部分或全部之服務, 存戶不得要求本行對所衍生之損失或損害負責。

6. Closure/Termination of Account and Service

- 6.1 Unless otherwise provided herein, the Bank may:
 - (a) close the Account; and/ or
 - (b) terminate, withdraw or revoke any Service, in whole or in part, with prior notice and the Customer shall not hold the Bank responsible for any loss or damage suffered thereby.
- 6.2 發生下列情況之一時,本行得不經事先通知即結束帳戶或终止、撤 回或撤銷部分或全部之服務且無須對存戶因所衍生之損失或損害負 責,包括(但不限於)支票退票所致之損失或損害;但有下列第8款 及第9款之情況時,本行得暫時停止交易、逕行終止或暫時停止本 行帳戶或服務:
- 6.2 If any of the following events occurs, the Bank may, without prior notice, close the Account or terminate, withdraw or revoke any Service, in whole or in part, without liability to Customer for any loss or damage caused thereby, including without limitation, any loss or damage resulting from any returned cheque; provided, however, that the Bank may suspend the transaction with the Customer, or directly terminate or suspend the accounts or services offered by the Bank, in case of any event described in the following Paragraphs 8 and 9:
 - (1) 存戶未償付到期之負債本金;
 - (2) 存戶停業或歇業;
 - (3) 存戶無力償債,或存戶聲請或遭他人聲請破產、破產管理、重 整或重組;
 - (4) 存戶停業、解散或清算,或採取停業、解散或清算之程序;
 - (5) 票據交換所宣布不予兑付或承兑存戶簽發之匯票、票據或支票;
 - (6) 存戶身故而任何繼承人限制或拋棄繼承;
 - (7) 存戶因刑事控罪致其主要資產遭沒收;
 - (8) 存戶或其高階管理人員(包括董事、監事、理事、總經理、財

- (c) the Customer becomes insolvent or any petition for insolvency, bankruptcy, administration, reorganisation or reconstruction has been filed by or against the Customer;
- (d) the Customer is wound-up, dissolved, liquidated or takes any step towards winding-up, dissolution or liquidation;
- (e) any clearing house declares not to or does not honour or accept bills, drafts or cheques drawn by the Customer;
- (f) the Customer passes away and any successor limits or waives inheritance;
- (g) the major assets of the Customer become subject to confiscation by reason of a criminal charge; or
- (h) the Customer uses the Account or Services in connection with illegal activities or money laundering or the Customer fails to provide information or reasonable explanation upon the Bank's request with respect to suspicious or unusual transactions conducted through the Account or use of the Services.

- 務長、代表人、管理人、合夥人、有權簽章人)、股東、實質 受益人為我國或外國(包括新加坡)資恐防制法令指定制裁之個 人、法人或團體,或為我國或外國政府或國際組織認定或調查 之恐怖分子或團體;或
- 9) 存戶以本行之帳戶或服務從事非法或疑似洗錢活動,或未按本行要求配合本行認識客戶程序、拒絕提供或說明本行要求之資料及文件(包括但不限於其本身、其高階管理人員或對存戶行使控制權之人及實質受益人之資料及文件)、對交易之性質與目的或資金來源不願配合說明、拒絕提供透過帳戶或服務所進行之可疑或不尋常交易之相關資料或合理解釋。
- (a) the Customer fails to make payment of the principal of any indebtedness when due;
- (b) the Customer suspends or ceases its business;
- (c) the Customer becomes insolvent or any petition for insolvency, bankruptcy, administration, reorganisation or reconstruction has been filed by or against the Customer;
- (d) the Customer is wound-up, dissolved, liquidated or takes any step towards winding-up, dissolution or liquidation;
- (e) any clearing house declares not to or does not honour or accept bills, drafts or cheques drawn by the Customer;
- (f) the Customer passes away and any successor limits or waives inheritance;
- (g) the major assets of the Customer become subject to confiscation by reason of a criminal charge; or
- (h) any of the Customer or its senior management (including its director, supervisor, director (for a civil association), general manager, chief financial officer, representative, administrator, partner or authorized signatory) or shareholder or beneficial owners is one of the individuals, legal persons or organizations subject to the sanctions under the counter-terrorism financing laws and regulations of the Republic of China or foreign jurisdictions (including Singapore), or any of them is a terrorist or terrorist group determined or investigated by the government of Republic of China, foreign governments or international organizations; or

	the Customer uses the Account or Services for any illegal activities or suspicious money laundering activities, or the Customer, upon the Bank's request, fails to cooperate with the Bank in the Bank's know-your-customer process, or refuses to provide or give explanations of all information and/or documents required by the Bank (including but not limited to information or documents in relation to itself, its senior management or persons controlling it and beneficial owners), or fails to cooperate in explaining the nature and purpose of any transaction or the source of funds, or refuses provide the relevant information or reasonable explanations with respect to suspicious or unusual transactions conducted through the Account or the use of the Services.
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16 資訊揭露

16.1 在不減損本行按任何適用法律與根據本條款得享有揭露權利之前提下,存戶同意本行、其經理人、員工、代理人或基於其能力或職務而存取本行紀錄、資訊、通訊或與存戶或帳戶相關任何資料的任何其他人,得處理(包括蒐集、輸入、儲存、編輯、修正、製作索引、刪除、輸出和傳送)、揭露、公開或釋出與存戶和(或)帳戶及任何授權人員、帳戶之資金與其他細目相關之任何紀錄、資訊、通訊或任何資料(包括但不限於個人、財務與信用資料、法人之資本額與營業額、存款不足之退票紀錄、撤銷付款委託紀錄及是否被票據交換所列為拒絕往來戶等有關票據信用之資料提供予他人查詢),用於本行認為適當、必要或有意達成之目的(包括但不限於行銷、推廣和(或)交叉銷售目的,或任何計劃出售本行資產或任何部分資產,或本行之任何計劃合併),或為遵守法律、法規、作業要點、規則、命令和(或)主管機關之任何其他規定,或基於當時中華民國法律或法院規定獲得授權可要求取得資訊或資料者之任何法規或規定,包括:

16. Disclosure of Information

Without detracting from the Bank's rights of disclosure under any 16.1 applicable law and under these Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank's records, information, correspondence or any material relating to the Customer or the Account, to process (including collect, input, store, edit, correct, index, delete, output, and transmit), disclose, release or make known any and all records, information, correspondence or material whatsoever (including but not limited to personal, financial and credit data and information. capitalization and revenue amount of a legal person, record of dishonoured cheques due to insufficient deposit, record of cancelled payments, and whether the Customer has been blacklisted by a clearing house relating to a checking account) relating to the Customer and/or the Account and any authorised person, the money and other particulars of the Account for any purpose which the Bank considers appropriate, necessary or desirable, (including but not limited to, marketing, promotional and/or cross-selling purposes, or any intended sale of the Bank's assets or any part thereof, or any intended merger by the Bank) or towards compliance with laws, regulations, guidelines, directives, order and/or such other requirements of the Authority or any directive or requirement of a person authorised to

16 資訊揭露

- 在不減損本行按任何適用法律與根據本條款得享有揭露權利之前提 16.1 下,存戶同意本行、其經理人、員工、代理人或基於其能力或職務 而存取本行紀錄、資訊、通訊或與存戶或帳戶相關任何資料的任何 其他人,得處理(包括蒐集、輸入、儲存、編輯、修正、複製、製作 索引、刪除、輸出和傳送)、揭露、公開或釋出與存戶和(或)帳戶及 任何授權人員、帳戶之資金與其他細目相關之任何紀錄、資訊、通 訊或任何資料(包括但不限於個人、財務與信用資料、法人之資本額 與營業額、存款不足之退票紀錄、撤銷付款委託紀錄及是否被票據 交換所列為拒絕往來戶等有關票據信用之資料提供予他人查詢),用 於本行認為適當、必要或有意達成之目的(包括但不限於行銷、推廣 和(或)交叉銷售目的,或任何計劃出售本行資產或任何部分資產, 或本行之任何計劃合併),或為遵守法律、法規、作業要點、規則、 命令和(或)主管機關之任何其他規定,或基於當時中華民國法律或 法院規定獲得授權可要求取得資訊或資料者之任何法規或規定,包 括:
- 16.4 本行得將存戶與本行往來交易處理事項之一部或全部,包括但不限於行銷、稅務行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、裝封、交付郵寄、轉匯、存、付款、交換、徵信、催收等各項與本行處理交易及作業有關之事項,委由第三人代為處理,本行亦得將存戶之各項往來資料,於處理必要範圍內提供予受本行委任處理事務之第三人。存戶同意銀行或其他第三人之合作關係、名稱或組織變更時,本條款仍繼續有效。

16. Disclosure of Information

16.1 Without detracting from the Bank's rights of disclosure under any applicable law and under these Conditions, the Customer consents to the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office have access to the Bank's records, information, correspondence or any material relating to the Customer or the Account, to process (including collect, input, store, edit, correct, duplicate, index, delete, output, and transmit), disclose, release or make known any and all records, information, correspondence or material whatsoever (including but not limited to personal, financial and credit data and information. capitalization and revenue amount of

require the information or data under any law for the time being in the Republic of China (Taiwan) or a court of law, including	a legal person, record of dishonoured cheques due to insufficient deposit, record of cancelled payments, and whether the Customer has been blacklisted by a clearing house relating to a checking account) relating to the Customer and/or the Account and any authorised person, the money and other particulars of the Account for any purpose which the Bank considers appropriate, necessary or desirable, (including but not limited to, marketing, promotional and/or crossselling purposes, or any intended sale of the Bank's assets or any part thereof, or any intended merger by the Bank) or towards compliance with laws, regulations, guidelines, directives, order and/or such other requirements of the Authority or any directive or requirement of a person authorised to require the information or data under any law for the time being in the Republic of China (Taiwan) or a court of law, including
	16.4 The Bank may authorize any third parties to process part or all of the matters relevant to the transactions and processing between the Customer and the Bank, including but not limited to marketing, taxation, telecommunications, computer system operations, data entry,

processing or output, logistics, document scan, data input, printout, packaging, mailing, remittance, deposit, payment, exchange, credit investigation, and debt collection, and the Bank may provide any such transaction information in connection with the Customer for the third parties authorized by the Bank as is necessary to process the same. The Customer agrees that this provision will remain in full force and effect in the event of any change to the Bank's partnership with third party,

name or organization.

18. 費用、收費和扣帳權(請參考本行網頁所載之收費明細)

- 18.6 存戶應就所有服務費用、本行全權決定而授予信用限額之支用金額,和到期欠付本行之其他金額,以及本行因必須採取任何行動以維護其按本約約定之狀況而蒙受或產生之任何損失或支出,按本行得隨時決定之利率支付利息,該等利率之提供方式為隨時公告於本行營業大廳,或刊載於相關交易文件中。累計利息應加計至當時欠付本行之總額中,且應按相關約定計算利息,計息期間計算至全額清償欠付本行之全部金額及其利息為止。
- 18.10 若目前或本約簽訂後依法應就按本約支付之任何款項收取任何銷售 稅或服務稅或任何其他稅(下稱「稅金」),則除按本約或與本約相 關應付之全部其他金額外,存戶應按依法隨時規定之費率支付該等 稅金。若本行依法應收取或支付該等稅金,存戶同意應向本行補償 該筆稅金。
- 18.6 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine, which rate(s) are provided in the form of notice in the banking halls of the Bank from time to time or on the relevant transaction documents, on all service charges, the utilized amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Accrued interest shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full.
- 18.10 In the event that any sales tax or services tax or any other tax ("Tax") is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such Tax, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment of such Tax, the Customer agrees to indemnify the Bank against the same.

18. 費用、收費和扣帳權(請參考本行網頁所載之收費明細)

- 18.6 存戶應就所有服務費用、本行全權決定而授予信用限額之支用金額,和到期欠付本行之其他金額,以及本行因必須採取任何行動以維護其按本條款約定之狀況而蒙受或產生之任何損失或支出,按本行得隨時決定之利率支付利息,該等利率之提供方式為隨時公告於本行營業大廳,或刊載於相關交易文件中。累計利息應加計至當時欠付本行之總額中,且應按相關約定計算利息,計息期間計算至全額清償欠付本行之全部金額及其利息為止。
- 18.10 若目前或本條款簽訂後依法應就按本條款支付之任何款項收取任何 銷售稅或服務稅或任何其他稅(下稱「稅金」),則除按本條款或與 本條款相關應付之全部其他金額外,存戶應按依法隨時規定之費率 支付該等稅金。若本行依法應收取或支付該等稅金,存戶同意應向 本行補償該筆稅金。
- 18.6 The Customer shall pay interest at such rate(s) as the Bank may from time to time determine, which rate(s) are provided in the form of notice in the banking halls of the Bank from time to time or on the relevant transaction documents, on all service charges, the utilized amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or expenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Accrued interest shall be added to the sums then owing to the Bank and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full.
- 18.10 In the event that any sales tax or services tax or any other tax ("Tax") is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such Tax, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment of such Tax, the Customer agrees to indemnify the Bank against the same.

20. 抵銷權和帳戶合併

在不妨礙本行依法和基於衡平得有權利之前提下,本行應有 權(但應無義務)隨時經通知而合併或綜理存戶或存戶之任何 一位或多位存款戶(無論係單獨或與任何其他人共同持有和 (或)以任何方式、名稱或形式持有,包括獨資事業之營業名 稱)之全部或任何帳戶,並抵銷任何一個或數個該等帳戶(無 請所在何處,包括海外分行之帳戶)中的任何信用餘額(無論 到期與否),用以扣抵存戶或任何一位或多位存款戶就任何 帳戶之任何債務, 或以任何方式、名稱或形式而有任何相 關,無論該等債務為目前或未來債務、實際或或有債務、主 要或附帶債務、連帶債務。此外,儘管存戶對本行之任何債 務為或有或未來債務,但本行對存戶應負而支付任何存戶帳 戶信用既有之任何款項,於支付該等債務所需範圍內,均應 暫停, 直到發生或有或未來事件為止。若存戶違約不清償存 戶對本行之任何債務,或存戶因任何理由而違反或威脅將違 反本約任何條款時,本行應有權可行使第20條賦予本行之 權利。本行將於行使本約賦予其之任何權利後立即向存戶通 知。

20. Right of Set-Off and Combination of Accounts

Without prejudice to the rights which the Bank may be entitled in law 20.1 and in equity, the Bank shall be entitled (but shall not be obliged) at any time with notice, to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly with any other person(s) and/or under whatever style, name or form (which include trade name of soleproprietorships), and to set-off any credit balances, whether matured or not, in any one or more such Accounts wherever situate including those in overseas branches, against any liabilities of the Customer or of any one or more of account holders on any Account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint. Further, insofar as any liability of the Customer to the Bank are contingent or future, the Bank's liability to the Customer to make payment of any sums standing to the credit of any of the Customers' Accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall be entitled to exercise the rights conferred

20. 抵銷權和帳戶合併

在不妨礙本行依法和基於衡平得有權利之前提下,本行應有權(但應 20.1 無義務)隨時經通知而合併或綜理存戶或存戶之任何一位或多位存款 戶(無論係單獨或與任何其他人共同持有和(或)以任何方式、名稱或 形式持有,包括獨資事業之營業名稱)之全部或任何帳戶,並抵銷任 何一個或數個該等帳戶(無請所在何處,包括海外分行之帳戶)中的 任何信用餘額(無論到期與否),用以扣抵存戶或任何一位或多位存 款戶就任何帳戶之任何債務,或以任何方式、名稱或形式而有任何 相關,無論該等債務為目前或未來債務、實際或或有債務、主要或 附帶債務、連帶債務。此外,儘管存戶對本行之任何債務為或有或 未來債務,但本行對存戶應負而支付任何存戶帳戶信用既有之任何 款項,於支付該等債務所需範圍內,均應暫停,直到發生或有或未 來事件為止。若存戶違約不清償存戶對本行之任何債務, 或存戶因 任何理由而違反或威脅將違反本條款任何規定時, 本行應有權可行 使第20條賦予本行之權利。本行將於行使本條款賦予其之任何權 利後立即向存戶通知。

20. Right of Set-Off and Combination of Accounts

Without prejudice to the rights which the Bank may be entitled in law 20.1 and in equity, the Bank shall be entitled (but shall not be obliged) at any time with notice, to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly with any other person(s) and/or under whatever style, name or form (which include trade name of soleproprietorships), and to set-off any credit balances, whether matured or not, in any one or more such Accounts wherever situate including those in overseas branches, against any liabilities of the Customer or of any one or more of account holders on any Account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint. Further, insofar as any liability of the Customer to the Bank are contingent or future, the Bank's liability to the Customer to make payment of any sums standing to the credit of any of the Customers' Accounts shall to the extent necessary to cover such liabilities be suspended until the happening of the contingency or future event. The Bank shall be entitled to exercise the rights conferred under this Clause 0 to the Bank if the Customer defaults in discharging any of the Customer's liabilities to the Bank or if any term herein is

under this Clause 0 to the Bank if the Customer defaults in discharging any of the Customer's liabilities to the Bank or if any term herein is breached or threatened to be breached by the Customer for whatever reason.

The Bank will inform the Customer promptly after exercising any right conferred herein.

breached or threatened to be breached by the Customer for whatever reason.

The Bank will inform the Customer promptly after exercising any right conferred herein.

22. 口頭/電傳指示

- 22.1 本行得依客戶授權(但無義務)執行其帳戶進出交易,包括但不限於 將帳戶資金移轉至任何人(包括但不限於同為帳戶共同持有人之存戶 或任何授權人員):
 - (1) 此等指示得隨時以口頭作成或以口頭表明,無論係透過電話 或其他方式(簡稱為一「口頭指示」);或
 - (2) 此等指示得隨時以電傳或類似方式向本行傳送,並含授權簽署人授權或表明為授權發出該等指示之簽名(簡稱為一「傳真指示」),

毋需存戶或任何授權人員之任何其他授權,亦毋需向存戶或任何授權人員另行通知或再收到其通知,毋需本行就做成或授權或表明為做成或授權該等指示人員之授權或身分或其真實性為任何詢問,無論該等指示依當時一般情況或交易性質為何,且儘管該等指示有任何錯誤、誤解、詐欺或不清楚,亦無論該等口頭指示或電傳指示係有或無存戶授權而做成或提出。

- 22.2 在不妨礙前款約定之前提下,存戶同意本行毋需就存戶可能因本行 按前文第 22.1 條行為(包括但不限於並非存戶或授權人員者做成之 任何口頭指示,或按前文所述傳送之任何電傳指示,其中載有任何 偽造簽名或因其他理由該等簽名並未獲授權)而蒙受之任何損失負 責。
- 22.3 存戶茲同意,本行任何經理人(或視實際情況,本行位於全球任何地方之任何分行或關係企業之任何經理人)所為之任何口頭指示註記,或視實際情況任何傳真指示之副本,均應為該等口頭指示或傳真指示(視實際情況)之確定具約束力證明,但本行絕無義務須使其任何經理人或該等分行或關係企業之相關經理人為任何口頭指示之任何註記,且未為任何相關註記絕不影響本約所載之授權,亦不妨礙本行依本條款得行使之權利。

22. Oral/Telefax Instructions

- 22.1 The Bank is hereby authorized (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account including without limitation making transfers of funds from the Account to any person (including without limitation any Customer who is a joint account holder or any Authorised Person):
 - which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an "oral instruction"); or

22. 電傳指示

- 22.1 本行得依存戶授權(但無義務)執行其帳戶進出交易,包括但不限於 將帳戶資金移轉至任何人(包括但不限於同為帳戶共同持有人之存戶 或任何授權人員):
 - (1) 此等指示得隨時以電傳或類似方式向本行傳送,並含授權 簽署人授權或表明為授權發出該等指示之簽名(簡稱為一 「傳真指示」),

毋需存戶或任何授權人員之任何其他授權,亦毋需向存戶或任何授權人員另行通知或再收到其通知,毋需本行就做成或授權或表明為做成或授權該等指示人員之授權或身分或其真實性為任何詢問,無論該等指示依當時一般情況或交易性質為何,且儘管該等指示有任何錯誤、誤解、詐欺或不清楚,亦無論該等電傳指示係有或無存戶授權而做成或提出。

- 22.2 在不妨礙前款約定之前提下,存戶同意本行毋需就存戶可能因本行 按前文第 22.1 條行為(包括但不限於並非存戶或授權人員者做成 之,按前文所述傳送之任何電傳指示,其中載有任何偽造簽名或因 其他理由該等簽名並未獲授權)而蒙受之任何損失負責。
- 22.3 存戶茲同意,本行任何經理人(或視實際情況,本行位於全球任何地方之任何分行或關係企業之任何經理人)所為之視實際情況任何傳真指示之副本,均應為該等傳真指示(視實際情況)之確定具約束力證明,但本行絕無義務須使其任何經理人或該等分行或關係企業之相關經理人為之任何註記,且未為任何相關註記絕不影響本條款所載之授權,亦不妨礙本行依本條款得行使之權利。

22. Telefax Instructions

- 22.1 The Bank is hereby authorized (but is not obliged) to rely upon and act in accordance with any Instruction on the operation of the Account including without limitation making transfers of funds from the Account to any person (including without limitation any Customer who is a joint account holder or any Authorised Person):
 - (a) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorized signatory authorizing or purporting to authorize its issue (each a "telefacsimile instruction"),

without any further authority from the Customer or any Authorised Person, or having further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority (b) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorized signatory authorizing or purporting to authorize its issue (each a "telefacsimile instruction"),

without any further authority from the Customer or any Authorised Person, or having further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority or identity of the person giving or authorizing or purporting to give or authorize such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such Instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instruction, and whether or not such oral instruction or telefacsimile instruction was made or given with or without the authority of the Customer.

- 22.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 0 above including without limitation on any oral instruction of a person who is not the Customer or an Authorised Person, or any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has been forged or is otherwise unauthorized.
- 22.3 The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be, any of the officers of any of the offices in any part of the world or affiliate companies of the Bank) of any oral instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note of any oral instruction and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank under these Conditions.

- or identity of the person giving or authorizing or purporting to give or authorize such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such Instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the terms of such Instruction, and whether or not such telefacsimile instruction was made or given with or without the authority of the Customer.
- 22.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 0 above including without limitation on any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has been forged or is otherwise unauthorized.
- 22.3 The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be, any of the officers of any of the offices in any part of the world or affiliate companies of the Bank) of any copy of any telefacsimile instruction, shall be conclusive and binding evidence of such telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank under these Conditions.

25. 責任與賠償之排除

25.1 在不妨礙本約其他規定一般性之前提下,本行毋需就非因本行過失 之任何其他理由而蒙受或導致之任何損失、損害或支出負擔責任, 包括但不限於下列各項:

25. Exclusion of Liability and Indemnity

25.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the bank, including but not limited to the following:

26. 第三人權利

除本約中有明示相反約定外,非屬本約當事人之人員均無權得行使 本條款之任何約定。儘管本條款中有任何約定,但本條款當事人間 後續對修訂或變更(包括任何債務之解除或和解)或終止本條款均毋 需任何第三人同意。若第三人按本條款約定而被賦予權利,該等權 利不可轉讓或移轉。

26. Rights of Third Parties

Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right to enforce any terms of these Conditions. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate these Conditions. Where third parties are conferred rights under these Conditions, those rights are not assignable or transferable.

25. 責任與賠償之排除

25.1 在不妨礙本條款其他規定一般性之前提下,本行毋需就非因本行過 失之任何其他理由而蒙受或導致之任何損失、損害或支出負擔責 任,包括但不限於下列各項:

25. Exclusion of Liability and Indemnity

25.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the bank, including but not limited to the following:

26. 第三人權利

除本條款中有明示相反約定外,非屬本條款當事人之人員均無權得 行使本條款之任何約定。儘管本條款中有任何約定,但本條款當事 人間後續對修訂或變更(包括任何債務之解除或和解)或終止本條款 均毋需任何第三人同意。若第三人按本條款約定而被賦予權利,該 等權利不可轉讓或移轉。

26. Rights of Third Parties

Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Conditions has no right to enforce any terms of these Conditions. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate these Conditions. Where third parties are conferred rights under these Conditions, those rights are not assignable or transferable.

27. 不同司法管轄區之請求權

27.2 本約之條款絕不以任何方式妨礙或影響本行於任何司法管轄區追索 存戶基於任何帳戶或與本行之任何協議而應向本行支付之任何債務 之權利,亦不妨礙或影響於任何司法管轄區對本行強制執行存戶提 出之任何擔保之權利。

27. Claims in Different Jurisdictions

27.2 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any debt due to it by the Customer under any Account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the Bank.

36. 國際稅務特別約款

貴行國際稅務特別約款(下稱「特別約款」)應與本條款併同閱讀, 並構成本條款之一部分。特別條款對存戶有拘束力,且存戶同意遵 守特別約款之約定。存戶謹此確認已收訖特別約款。本條款應以符 合特別約款為前提而適用。倘若特別約款之重要事項與本約定書有 任何衝突或不一致之處,應以特別約款為準。

Agreement (the "Agreement") shall be read together with and form part of these Conditions. The Agreement shall be binding on the Customer and the Customer agrees to comply with and adhere to the Agreement. The Customer hereby acknowledges the receipt of the Agreement. These Conditions are subject to the Agreement. Should there be any conflict or inconsistency between the Agreement and these Conditions, the Agreement shall prevail, to the extent the inconsistency relates to the subject matter of the Agreement.

27. 不同司法管轄區之請求權

27.2 本條款之規定絕不以任何方式妨礙或影響本行於任何司法管轄區追索存戶基於任何帳戶或與本行之任何協議而應向本行支付之任何債務之權利,亦不妨礙或影響於任何司法管轄區對本行強制執行存戶提出之任何擔保之權利。

27. Claims in Different Jurisdictions

27.2 The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any jurisdiction whatsoever any debt due to it by the Customer under any Account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the Bank.

36. 國際稅務特別約款

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Agreement (the "Agreement") shall be read together with and form part of these Conditions. The Agreement shall be binding on the Customer and the Customer agrees to comply with and adhere to the Agreement. The Customer hereby acknowledges the receipt of the Agreement. These Conditions are subject to the Agreement. Should there be any conflict or inconsistency between the Agreement and these Conditions, the Agreement shall prevail, to the extent the inconsistency relates to the subject matter of the Agreement.

38. 金融消費爭議及申訴管道

存戶對本行提供之金融商品或服務所生之民事爭議得適用金融消費 者保護法之爭議處理程序。存戶並同意本行就依法令應予說明及揭 露之事項得於本行網站公告或以其他方式使存戶知悉。 本行服務及申訴管道:

電話: 02-2715-0125

電郵: UOB.Taipei@UOBgroup.com

38. Financial Consumer Dispute

The dispute handling procedures of the Financial Consumer Protection Act shall apply to any civil dispute between the Customer and the Bank over a product or service. The Customer agrees that the Bank may state and disclose relevant items required by laws on the Bank's website or by other means to inform the Customer.

The Customer may file a complaint by calling the Bank's line at (02)2715-0125 or by filing a complaint email to UOB.Taipei@UOBgroup.com.

附錄七

客戶資料保護告知書

Notification of the Client Personal Information Protection

1.蒐集之目的:

- 1. 存匯業務:包含存款、匯款、借款戶與存款戶存借作業綜合 管理、票據交換業務、存款保險業務及其他本行依法得提 供之商品及服務:
- 2. 授信業務:包含借款戶與存款戶存借作業綜合管理、核貸與 授信業務、徵信、票券業務、債權整貼現及應收帳款收買業 務;
- 3. 外匯業務:
- 4. 行銷業務:
- 5. 衍生性金融商品業務(包含結構型商品);
- 6. 票、債券業務(包含票、債券買賣斷業務,票、債券附條件 交易業務及票券簽證承銷業務);
- 7. 帳務管理及債權交易業務;
- 8. 投資或財產管理:
- 9. 消費者、客戶管理與服務:
- 10. 契約、類似契約或其他法律關係事務;
- 11. 確認 台端之身分(或 台端代表人或代理人之身分);

38. 金融消費爭議及申訴管道

存戶對本行提供之金融商品或服務所生之民事爭議得適用金融消費 者保護法之爭議處理程序。存戶並同意本行就依法令應予說明及揭 露之事項得於本行網站公告或以其他方式使存戶知悉。 本行服務及申訴管道:

電話: 02- 2722- 3838, 分機 633 林小姐或 691 郭小姐 (客戶暨專案管理部)

電郵: UOB.Taipei@UOBgroup.com

38. Financial Consumer Dispute

The dispute handling procedures of the Financial Consumer Protection Act shall apply to any civil dispute between the Customer and the Bank over a product or service. The Customer agrees that the Bank may state and disclose relevant items required by laws on the Bank's website or by other means to inform the Customer.

The Customer may file a complaint by calling the Bank's line at 02-2722-3838. Extension 633 Ms. Lin or 691 Ms. Kuo (Client Fulfillment Service) or by filing a complaint email to UOB. Taipei@UOBgroup.com.

附錄七

客戶個人資料保護告知書

Notification of the Client's Personal Information Protection

1. 蒐集之目的

- (1) 業務特定目的暨代號:
 - (i) 存匯業務:
 - 022 外匯業務;
 - 035 存款保險;
 - 036 存款與匯款業務;
 - 082 借款戶與存款戶存借作業綜合管理;
 - 112 票據交換業務;及
 - **181** 其他經營合於營業登記項目或組織章程所定之業務 (例如: 其他經中央主管機關核准辦理之有關業務)。
 - (ii) 授信業務:
 - 022 外匯業務:
 - 082 借款戶與存款戶存借作業綜合管理;
 - 088 核貸與授信業務;
 - 106 授信業務;

- 12. 風險管理,包含信用風險分析;
- 13. 調查、統計與研究分析
- 14. 執行資料分析、稽核及服務提升等內部程序;
- 15. 金融服務業依法令規定及金融監理需要,所為之蒐集處理及利用;
- 16. 金融爭議處理;
- 17. 其他經營合於營業登記項目或組織章程所定之業務。

1. Purpose of collection:

- (1) Deposits and remittances: including deposits and remittances, consolidated management of deposits and borrowings by depositors, bills exchange, deposit insurance and other products or services that the bank may provide according to the laws;
- (2) Credit facilities: including consolidated management of deposits and borrowings by depositors, credit approval and loans, credit cheque, bill service, debt discounting, business of purchase accounts receivables;
- (3) Foreign exchange;
- (4) Marketing;
- (5) Financial derivatives business (including structured products);
- (6) Bills and bonds (including business of outright purchases and sales and repo transaction of bills and bonds ,and business of bills certification and underwriting);
- (7) Account Management and Debt Trading Businesses;
- (8) Investment or property management;
- (9) Consumers and clients management and services;
- (10) Matters Relating to Agreements, Quasi-Agreements or Other Legal Relationships;
- (11) Confirming Customer's identity (or identity of Customer's representative or agent);
- (12) Risk management, including credit risk analysis;
- (13) Investigation, statistical and research analysis;
- (14) Performing data analysis, audit and service enhancement and other internal procedures;
- (15) Collection, processing and use by financial service providers according to law and as required for financial supervision;
- (16) Handling of financial disputes; (17) Other business activities in compliance with the scope of business or articles of incorporation

2. 蒐集之個人資料類別:

姓名、性別、出生年月日、國籍、身分證統一編號、稅籍編號、護照號碼、駕駛執照號碼、資產與投資、收入所得、存款儲蓄、財務

- 111 票券業務:
- 126 債權整貼現及收買業務;
- 154 徵信:及
- 181 其他經營合於營業登記項目或組織章程所定之業務 (例如:其他經中央主管機關核准辦理之有關業務)。
- (iii) 外匯業務:
 - 022 外匯業務;
 - 036 存款與匯款業務;
 - 082 借款戶與存款戶存借作業綜合管理;
 - 088 核貸與授信業務;
 - 106 授信業務;
 - 154 徵信:及
 - 181 其他經營合於營業登記項目或組織章程所定之業務。
- (iv) 有價證券業務:
 - 111 票券業務;
 - 044 投資管理;
 - 082 借款戶與存款戶存借作業綜合管理;
 - 088 核貸與授信業務:
 - 106 授信業務;
 - 154 徵信;及
 - **181** 其他經營合於營業登記項目或組織章程所定之業務 (例如:其他經中央主管機關核准辦理之有關業務)。
- (v) 其他經營合於營業登記項目或組織章程所定之業務,或經中央主管機關核准辦理之其他有關業務(例如:電子金融業務。)
 - **181** 其他經營合於營業登記項目或組織章程所定之業務 (例如:其他經中央主管機關核准辦理之有關業務)。
- (2) 上開業務之共通特定目的及代號:
 - (i) 040 行銷業務;
 - (ii) 059 金融服務業依法令規定及金融監理需要,所為之蒐集 處理及利用;
 - (iii) 060 金融爭議處理;
 - (iv) 063 非公務機關依法定義務所進行個人資料之蒐集處理及利用:
 - (v) 069 契約、類似契約或其他法律關係事務;
 - (vi) 090 消費者、客戶管理與服務;

狀況、貸款紀錄、工作職稱、住址、連繫地址、相片、電子郵件地 址、金融機構帳戶號碼等等,詳如相關業務申請書、契約書或交易 文件內容。

2. Types of Personal Information to be Collected:

Name, gender, , place of birth, nationality, I.D. number, tax registration number, passport number, driver's license number, assets and investments, income, deposits, financial status, credit record, job title, address, contact address, e-mail , account number of financial institution, as detailed in the business application form, the contract applicable, content of transaction documents.

3. 個人資料利用之期間、地區、對象及方式:

- 2. 地區:中華民國、本行總行及其海外分支機構、通匯行所在地、未 受中央目的事業主管機關限制之國際傳輸個人資料之接收者所在 地、本行業務委外機構所在地、與本行有業務往來之機構營業處所 所在地。
- 3. 對象:本行、本行總行及其海外分支機構、通匯行、金融聯合徵信中心、臺灣票據交換所、財金資訊公司、收單機構、信用保證機構、業務委外機構、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、本行交互運用客戶資料之公司、本行合作推廣之單位、其他與本行有業務往來之機構、依法有調查權機關或金融監理機關。
- 3. The term, geographical regions, parties and methods for the use of personal information are as follows:
 - (2) Geographical region(s): the territory of the Republic of China, and the places where the Bank's head office and overseas branches, the correspondent banks are located, the recipients of personal information via international transmission unrestricted by the central competent authority, outsourcing institution for business of the Bank, the business premises of the organizations having business relationship with the Bank are located.
 - (3) Parties: the Bank, the Bank's head office and overseas branches, correspondent banks, Joint Credit Information Center (JCIC), The Taiwan Clearing House (TWNCH), Financial Information Service Co., Ltd. (FISC), Card Acceptor, Credit Guarantee Fund, outsourcing institution for business of the bank, the recipients of personal information via international transmission unrestricted by the central competent

- (vii) 091 消費者保護;
- (viii) 098 商業與技術資訊;
- (ix) 104 帳務管理及債權交易業務;
- (x) 136 資(通)訊與資料管理;
- (xi) 137 資通安全與管理;
- (xii) 157 調查、統計與研究分析;及
- (xiii) 182 其他諮詢與顧問服務。

除前揭共通特定目的外,依據法務部頒佈「個人資料保護法之特定目的及個人資料之類別」,詳細說明為處理與提供您與實際與本行各項往來之業務、帳戶或服務,可能涉及之特定目的及代號如下。但實際蒐集之特定目的,仍以本行與您實際往來之相關業務為準:

- (i) 025 犯罪預防、刑事偵查、執行、矯正、保護處分、犯罪 被害者保護或更生保護事務;
- (ii) 031 全民健康保險、勞工保險、農民保險、國民年金保險、或其他社會保險;
- (iii) 032 刑案資料管理;
- (iv) 037 有價證券與有價證券持有人登記;
- (v) 061 金融監督、管理與檢查;
- (vi) 078 計畫、管制考核與其他研考管理;
- (vii) 081 個人資料之合法交易業務;
- (viii) 109 教育或訓練行政;
- (ix) 113 陳情、請願、檢舉案件處理;
- (x) 116 場所進出安全管理;
- (xi) 122 訴願及行政救濟;
- (xii) 129 會計與相關服務;
- (xiii) 150 輔助性與後勤支援管理;
- (xiv) 173 其他公務機關對目的事業之監督管理;
- (xv) 176 其他自然人基於正當性目的所進行個人資料之蒐集處理及利用;
- (xvi) 177 其他金融管理業務;及
- (xvii) 遵守與配合全球打擊恐佈分子調查與美國經濟制裁、美國稅務申報。]
- 1. Purpose of collection:
- (1) Specific Purposes and Corresponding Codes for the Business

authority, the entities partnered with the Bank for co-marketing or cooperative promotion efforts, other organizations having business relationship with the Bank, and the authorities vested with powers of investigation by law or financial supervisory authorities.	(i) Deposit and Remittance Business: 022 Foreign Exchange Business; 035 Deposit Insurance; 036 Deposit and Money Remittance; 082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors; 112 Cheque Exchange Businesses; and 181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the
	central competent authorities). (ii) Credit Extension Business: 022 Foreign Exchange Business; 082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors; 088 Approval of Loans and Credit Extension Businesses; 106 Credit Extension Businesses; 111 Notes and Bills Businesses; 126 Receivables Discounting and Purchasing Businesses; 154 Private Investigation; and 181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the
	central competent authorities). (iii) Foreign Exchange Businesses: 022 Foreign Exchange Business; 036 Deposit and Money Remittance; 082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors; 088 Approval of Loans and Credit Extension Businesses; 106 Credit Extension Businesses; 154 Private Investigation; and 181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities).

(iv) **Securities Businesses:** 111 Notes and Bills Businesses; 044 Investment Management; 082 Consolidated Management on Deposit Taking and Borrowing Operation of Accounts of Borrowers/Depositors; 088 Approval of Loans and Credit Extension Businesses; 106 Credit Extension Businesses; 154 Private Investigation; and 181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents. Other Businesses in Compliance with Business Items or (v) Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents, or Other Relevant Businesses Approved by the Central Competent Authorities (e.g., the electronic banking business). 181 Other Businesses in Compliance with Business Items or Businesses Registered in Corporate Registration or Those Specified in Articles of Incorporation or Constitutional Documents (e.g., other related businesses approved by the central competent authorities). (2) **Specific Purposes and Corresponding Codes for the Bank** 040 Marketing; (i) 059 Collection, processing and use by financial service providers (ii) according to laws and regulations [and as required for financial supervision; 060 Handling of Financial Disputes; (iii) 063 Collection, Processing and Use of Personal Information (iv) Conducted by Non-government Agencies According to Their Legal Obligation; 069 Matters Relating to Agreements, Quasi-Agreements or Other (v) Legal Relationships; 090 Consumers and clients management and services; (vi) (vii) 091 Consumer Protection; (viii) 098 Business and Technical Information; 104 Account Management and Debt Trading Businesses; (ix)

- (x) 136 Information (Communication) and Databank Management
 - (xi) 137 Management of Information and Communication Security
 - (xii) 157 Investigation, Statistical and Research Analysis; and
 - (xiii) 182 Other Consultancy and Advisory Services.

Apart from the above-mentioned common specific purposes, the specific purposes and the corresponding codes that may be involved in the Bank's handling and provision of any business, account or service for you are hereby explained in detail as follows, in accordance with the Specific Purposes and Types of Personal Data Prescribed in the Personal Data Protection Act published by the Ministry of Justice; provided that the actual specific purposes for personal data shall be subject to the businesses for which the Bank actually deals with you:

- (i) 025 Crime Prevention, Criminal Investigation, Enforcement, Correction, Juvenile Protective Measures, Victim Protection or Prison After-Care;
- (ii) 031 National Health Insurance, Labor Insurance, Farmers Insurance, National Pension Insurance or Other Social Insurance;
- (iii) 032 Criminal Data Management;
- (iv) 037 Registration of Securities and Securities Holders;
- (v) 061 Financial Supervision, Administration and Inspection;
- (vi) 078 Plan, Control, Evaluation and Other Research and Evaluation Management;
- (vii) 081 Legitimate Exchange of Personal Data
- (viii) 109 Education or Training Administration;
- (ix) 113 Pleading, Petition and Complaint Handling;
- (x) 116 Site Safety Management;
- (xi) 122 Administrative Appeals and Remedies;
- (xii) 129 Accounting and Related Services;
- (xiii) 150 Auxiliary and Back-Office Support;
- (xiv) 173 Industry Supervision and Administration by Other Government Authorities;
- (xv) 176 Collection, Processing and Use of Personal Data by Other Natural Persons for Justified Purposes;
- (xvi) 177 Other Financial Administrative Businesses; and
 Compliance and Cooperation with Global Counter-Terrorism Investigations,
 U.S. Economic Sanctions and U.S. Tax Fillings.

2. 蒐集之個人資料類別:

姓名、性別、出生年月日、出生之國家或地區及城市、國籍、身分 證統一編號、稅籍編號、護照號碼、駕駛執照號碼、資產與投資、 收入所得、存款儲蓄、財務狀況、貸款紀錄、工作職稱、住址、連 繫地址、居住國家或地區、相片、電子郵件地址、金融機構帳戶號 碼等等,詳如相關業務申請書、契約書、交易文件內容或主管機關 要求之文件等。

2. Types of Personal Information to be Collected:

Name, gender, date of birth, place of birth, nationality, I.D. number, tax registration number, passport number, driver's license number, assets and investments, income, deposits, financial status, credit record, job title, address, contact address, jurisdiction(s) of residence, photographs, e-mail, account number of financial institution, as detailed in the business application form, the contract applicable, content of transaction documents or the documents requested by the competent authorities.

3. 個人資料利用之期間、地區、對象及方式:

- (2) 地區:中華民國、本行總行及其海外分支機構、通匯行所在地、 未受中央目的事業主管機關限制之國際傳輸個人資料之接收者所 在地、本行業務委外機構所在地、與本行有業務往來之機構營業 處所所在地、與中華民國簽訂稅務用途資訊交換及相互提供其他 稅務協助條約或協定之外國政府所在地或國際組織所在地。
- (3) 對象:本行、本行總行及其海外分支機構、通匯行、金融聯合徵信中心、臺灣票據交換所、財金資訊公司、收單機構、信用保證機構、業務委外機構、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、本行交互運用客戶資料之公司、本行合作推廣之單位、其他與本行有業務往來之機構、依我國或外國法令有調查權機關或金融監理機關、與中華民國簽訂稅務用途資訊交換及相互提供其他稅務協助條約或協定之外國政府或國際組織。

3. The term, geographical regions, parties and methods for the use of personal information are as follows:

(2) Geographical region(s): the territory of the Republic of China, and the places where the Bank's head office and overseas branches, the correspondent banks are located, the recipients of personal information via international transmission unrestricted by the central competent authority, outsourcing institution for business of the Bank ,the business premises of the organizations having business

附錄八

Appendix 8

國際稅務特別條款

International Taxation Agreements

- 2. 存戶同意提供本行及其代理人依美國最新修訂之《1986 年美國內地稅法典》第 1471 至 1474 條、以及任何相關之指引(下稱「外國帳戶稅收遵從法」)或其他跨政府協議所要求應提供關於客戶之文件或資料,包括但不限於出生年月日、國籍、稅籍地及稅籍編號等。若該等資料有任何變更,且該變更依外國帳戶稅收遵從法、其他跨政府協議或法律之規定將影響存戶稅務狀態時,存戶應於 30 日前書面通知本行。存戶了解並同意提供一切必要之額外文件或資料以進行前述之變更。
- The Customer consents to provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, which may be required to enable the Bank and its agents to document the Customer in accordance withsections 1471 through 1474 of the United States Internal Revenue

relationship with the Bank are located and the places of the foreign governments or international organizations with which the government of the Republic of China has executed a treaty or agreement relating to tax information exchange and mutual provision of other taxation assistance.

(3) Parties: the Bank, the Bank's head office and overseas branches, correspondent banks, Joint Credit Information Center (JCIC), The Taiwan Clearing House (TWNCH), Financial Information Service Co., Ltd. (FISC), Card Acceptor, Credit Guarantee Fund, outsourcing institution for business of the bank, the recipients of personal information via international transmission unrestricted by the central competent authority, the entities partnered with the Bank for co-marketing or cooperative promotion efforts, other organizations having business relationship with the Bank, the authorities vested with powers of investigation by law_of the Republic of China or foreign jurisdictions or financial supervisory authorities and the foreign governments or international organizations with which the government of the Republic of China has executed a treaty or agreement relating to tax information exchange and mutual provision of other taxation assistance.

附錄八

Appendix 8

國際稅務特定條款

Specific Terms of the International Taxation

- 2. 存戶同意提供本行及其代理人依隨時修訂之《1986 年美國內地稅法典》第 1471 至 1474 條、該法典下之規則及其他指引(下稱「外國帳戶稅收遵從法」)或其他跨政府協議所要求應提供關於客戶之文件或資料,包括但不限於出生年月日、國籍、稅籍地及稅籍編號等。若該等資料有任何變更,且該變更依外國帳戶稅收遵從法、政府之其他法律規定或跨政府協議將影響存戶稅務狀態時,存戶應於該狀態發生後 30 日內以書面通知本行。存戶了解並同意提供一切必要之額外文件或資料以進行前述之變更。
- 2. The Customer consents to provide all required documentation or information, including but not limited to date of birth, countries of citizenship, countries of tax residency and associated taxpayer identification numbers, which may be required to enable the Bank and its agents to document the Customer in accordance withsections 1471 through 1474 of the United States Internal Revenue

Code and the regulations and other guidance thereunder, each as amended from time to time ("FATCA") or other agreement by or between governments. The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status pursuant to FATCA or any other legal requirement or agreement by or between governments. The Customer acknowledge that additional documentation or other information may be required in order to process any such change and consent to provide all required documentation or other information.

- 3. 存戶聲明並保證其已本行要求提供所有為遵循 FATCA 所需之資料,並且若經本行書面或其他方式要求,應於 7 日內提供一切所需之資料。
- 3. The Customer represents and warrants that it has provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA and consents to provide all required documentation or other information within 7 days of a request from the Bank in writing or otherwise.
- 4. 若存戶之收入僅有部分為應申報之所得,除本行得合理決定應申 報之金額外,將就全部之所得進行申報。
- 4. If some of the Customer's income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount.
- 5. 存戶茲此同意並授權本行及其代理人得預扣或從任何款項中收取 應繳之稅款或估定之稅額,包括但不限於任何依據外國帳戶稅收 遵從法及其相關法令或指引,或其他跨政府協議所規定應預扣或 扣減之數額。
- 5. The Customer hereby authorizes the Bank and any of its agents, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under FATCA and the regulations and other guidance thereunder, each as amended from time to time or any other agreement by or between authorities.
- 6. 存戶並同意若其提供予本行之資料有不確實或遲延提供之情事, 將導致本行須將存戶視為不合作及/或應申報帳戶,且應對於存 戶採取一切必要之措施以符合外國帳戶稅收遵從法、本地相關法 律或其他相關跨政府協議規定之遵循義務。存戶並同意且承認本 行有權採取一切必要之行為以遵循,並且將持續遵循外國帳戶稅

- Code and the regulations and other guidance thereunder, each as amended from time to time ("FATCA") or other agreement by or between governments. The Customer shall notify the Bank in writing within thirty (30) days of any change that affects the Customer's tax status pursuant to FATCA or any other legal requirement or agreement by or between governments. The Customer acknowledge that additional documentation or other information may be required in order to process any such change and consent to provide all required documentation or other information.
- 3. 存戶同意提供予本行及其代理人,並應促使對存戶具控制權之人(如有)提供予本行及其代理人,本行依金融機構執行共同申報及盡職審查作業辦法及相關法令(下合稱「共同申報及盡職審查辦法」)應提供關於存戶及/或對存戶具控制權之人之文件或資料,包括但不限於自我證明文件、姓名或名稱、地址、居住國家或地區、稅籍編號、出生年月日及出生之國家或地區及城市(僅適用於存戶為自然人或對存戶具控制權之人)。若上開資料有任何變更致影響存戶及/或對存戶具控制權之人之稅務居住者身分、或使自我證明文件所載之資料不正確或不完整時,存戶及/或對存戶具控制權之人應於狀態發生後[30日]內提供本行經適當更新之自我證明表。存戶及/或對存戶具控制權之人了解並同意提供一切必要之額外文件或資料以進行前述之變更。「對存戶具控制權之人」,係指依共同申報及盡職審查辦法所定「具控制權之人」。
- 3. The Customer agrees to provide, and procure any Controlling Person(s) of the Customer to provide, the Bank and its agents with any such documents or information relating to the Customer and/or the Controlling Person(s) of the Customer as required by the Bank in accordance with the Regulations Governing the Implementation of the Common Standard on Reporting and Due Diligence for Financial Institutions ("Regulations"), including but not limited to self-certifications, name, address, country or jurisdiction of residence, tax identification number, date of birth and country/jurisdiction and city of birth (only applicable to the Customer or a Controlling Person of the Customer who is an individual). The Customer and/or the Controlling Person of the Customer shall offer the duly updated self-certification form to the Bank within [thirty (30)] days after the tax residency status of the Customer and/or the Controlling Person of the Customer or the information specified in the self-certification

收遵從法或其他法律及跨政府協議之規定。

- 6. The Customer further acknowledges that any failure on the part of the Customer to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA. The Customer further agrees and acknowledges that the Bank is entitled to take all necessary action to be and remain compliant with FATCA as is required by law or other agreement by or between governments.
- 7. 本行及任何新加坡大華銀行集團成員依據任何主管機關、法律或任何與立法者或主管機關之協議之要求,或為遵循內部規範、跨政府協議或主管機關之法律及命令,得隨時凍結(並事後終止該凍結)任何帳戶或從任何帳戶中預扣款項。
- 7. The Bank, or any affiliate of United Overseas Bank Limited, may block any account (and later remove the block) at any time or withhold any amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies, inter governmental agreements, or with any applicable order or sanction of an authority.
- 8. 本行或及任何新加坡大華銀行集團成員得採取一切其認為適當之措施,以遵循中華民國或其他外國法律有關防止逃稅之義務。該等措施包括但不限於調查及扣留任何匯出或匯入存戶帳戶之款項(特別在國際匯款之情形)、調查款項之來源或收款人、提供資訊或文件予國內外稅務機關,及從存戶之帳戶預扣款項並轉交予該等稅務機關。若我們無法認定存戶帳戶所匯出匯入之款項為合法,得拒絕進行該交易。
- 8. The Bank, or any UOB Group Member, may take whatever action we consider appropriate to meet any obligations, either in R.O.C. or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with

- form becomes inaccurate or incomplete due to any change of any information as above-mentioned. The Customer and/or the Controlling Person(s) of the Customer acknowledge(s) and agree(s) that they should provide all necessary additional documents or information to the Bank in order to make such change. A "Controlling Person" of the Customer means a "Controlling Person" as defined under the Regulations.
- 4. 存戶聲明並保證其已依本行要求提供所有為遵循外國帳戶稅收遵 從所需之資料,並且若經本行書面或其他方式要求,應於7日內 提供一切所需之資料。
- 4. The Customer represents and warrants that it has provided to the Bank all documentation or other information as may be required by the Bank for compliance with FATCA and consents to provide all required documentation or other information within 7 days of a request from the Bank in writing or otherwise.
- 5. 若依外國帳戶稅收遵從法或其他跨政府協議之規定,存戶之收入 僅有部分為應申報之所得,除本行得合理決定應申報之金額外, 將就全部之所得進行申報。
- 5. If under FATCA or any other agreement by and between governments, some of the Customer's income is reportable and some is not, we will report all income unless we can reasonably determine the reportable amount.
- 6. 存戶茲此同意並授權本行及其代理人,(於適當時)得預扣或從任何款項中收取應繳之稅款或估定之稅額,包括但不限於任何依據外國帳戶稅收遵從法或其他跨政府協議所規定應預扣或扣減之數額。
- 6. The Customer hereby authorizes the Bank and any of its agents, where appropriate, to withhold or otherwise collect from any payment any required tax or other government assessment, including but not limited to any requirement to withhold or deduct an amount under FATCA or any other agreement by or between governments.
- 7. 存戶並同意若其提供予本行之資料有不確實或遲延提供之情事, 將導致本行須將存戶視為不合作及/或應申報帳戶,且應對於存 戶採取一切必要之措施以符合共同申報及盡職審查辦法以及外國 帳戶稅收遵從法、本地與外國帳戶稅收遵從法相關之法律或其他 與外國稅收遵從法相關之跨政府協議規定之遵循義務。存戶並同 意且承認本行有權採取一切必要之行為以遵循,並且將持續遵循

- domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 9. 在法令最大許可之前提下,本行無須就本行基於本條款遵循相關 法律、法規、命令及與稅務機關之協議,或本行因信賴存戶所提 供之不正確或不完整之資料,而對於存戶是否適用於稅務申報相 關規定之所做出不正確之判斷,導致客戶之任何合理損失、支 出、費用、損害及義務負責。
- 9. To the greatest extent permitted by applicable law, the Bank will not be liable to the Customer for any reasonable losses, costs, expenses, damages, liabilities the Customer may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities in accordance with this agreement, or if we make an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect or incomplete information provided to us by the Customer or any third party, unless that loss is caused by our gross negligence, wilful default of this clause or fraud.

- 共同申報及盡職審查辦法以及外國帳戶稅收遵從法、其他相關法令或相關跨政府協議之規定。
- 7. The Customer further acknowledges that any failure on the part of the Customer to provide accurate and timely information pursuant to requirements and requests by the Bank may result in the Bank having to deem the Customer recalcitrant and/or reportable and take all necessary action against the Customer in order for the Bank to be compliant with requirements under the Regulations and FATCA, local legislation in connection with FATCA and any other provision arising out of an agreement between governments pertaining to FATCA. The Customer further agrees and acknowledges that the Bank is entitled to take all necessary action to be and remain compliant with the Regulations and FATCA, other applicable laws and regulations or any provision in an agreement by and between governments.
- 8. 本行及任何新加坡大華銀行集團成員依據任何主管機關、法律或 任何與立法者或主管機關之協議之要求,或為遵循內部規範、跨 政府協議或主管機關之法律及命令,得隨時凍結(並事後終止該 凍結)任何帳戶或從任何帳戶中預扣款項。
- 8. The Bank, or any affiliate of United Overseas Bank Limited, may block any account (and later remove the block) at any time or withhold any amounts in any account at any time, if an authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any regulator or any authority to do so, or if we need to comply with internal policies, cross-governmental agreements, or with any applicable order or sanction of an authority.
- 9. 本行或及任何新加坡大華銀行集團成員得採取一切其認為適當之措施,以遵循中華民國或其他外國法律有關防止逃稅之義務。該等措施包括但不限於調查及扣留任何匯出或匯入存戶帳戶之款項(特別在國際匯款之情形)、調查款項之來源或收款人、提供資訊或文件予國內外稅務機關,及從存戶之帳戶預扣款項並轉交予該等稅務機關。若我們無法認定存戶帳戶所匯出匯入之款項為合法,得拒絕進行該交易。
- 9. The Bank, or any UOB Group Member, may take whatever action we consider appropriate to meet any obligations, either in R.O.C. or elsewhere in the world, relating to the prevention of tax evasion. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) (particularly in the case of

international transfer of funds), investigating the source of or intended recipient of funds, sharing information and documents with domestic and international tax authorities and withholding income from your account and transferring it to such tax authorities. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.

- 10. 在法令最大許可之前提下,本行無須就本行基於本條款遵循相關 法律、法規、命令及與稅務機關之協議,或本行因信賴存戶所提 供之不正確或不完整之資料,而對於存戶是否適用於稅務申報相 關規定之所做出不正確之判斷,導致存戶之任何合理損失、支 出、費用、損害及義務負責。
- 10. To the greatest extent permitted by applicable law, the Bank will not be liable to the Customer for any reasonable losses, costs, expenses, damages, liabilities the Customer may suffer as a result of our complying with legislation, regulations, orders or agreements with tax authorities or by and between tax authorities in accordance with this agreement, or if we make an incorrect determination as to whether or not the Customer should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect or incomplete information provided to us by the Customer or any third party, unless that loss is caused by our gross negligence, wilful default of this clause or fraud.