



Country Supplement 個別國家增補條款

Applicable to: Taiwan, the Republic of China
適用於：中華民國台灣

Pursuant to Clause 13.9 of the Service Agreement for Automative Transmission of Customer Transaction Instruction dated

_____ (the “Agreement”) between Sumitomo Mitsui Banking Corporation, Taipei Branch/Offshore Banking Branch (the “Bank”) and _____ (the “Customer”), we hereby agree to conclude this Country Supplement applicable in the Republic of China (the “Country Supplement”).

依據日商三井住友銀行股份有限公司台北分行/國際金融業務分行（以下稱「銀行」）與 _____（以下稱「客戶」）於 _____ 所簽訂之客戶交易指示自動化傳輸服務契約（以下稱「自動化傳輸服務契約」）第13.9條之規定，訂立以下適用於中華民國之個別國家增補條款（以下簡稱「本增補條款」）。

1. TERMS

1. 契約用語

1.1 Terms defined in the Agreement shall, unless otherwise provided or the context otherwise requires, have the same meaning when used in this Country Supplement.

1.1 除另有規定外，本增補條款用語之定義應與自動化傳輸服務契約中用語之定義相同。

2. CONFIRMATION OF TRANSACTIONS

2. 交易確認

2.1 The Bank shall mail the monthly transaction statement to the Customer for providing the records of the respective transactions pursuant to the Agreement between the Bank and the Customer in the previous month (**Amendment to Clause 3 of the Agreement**).

2.1 銀行應寄送每月交易對帳單予客戶，以提供客戶上個月與銀行間依據自動化傳輸服務契約所進行每筆交易之記錄（**增補自動化傳輸服務契約第3條之規定**）。

3. CHARGE

3. 費用

3.1 The Customer hereby agrees to pay to the Bank charges related to the Service or any part thereof (as the attached tariff table) and agrees that the Bank may amend or adjust the charges (the “Adjustment”) subject to business necessity. Except that the Adjustment is in favor of the Customer, the Bank shall notify the Customer of the Adjustment or post the Adjustment details in the Bank’s main hall or website sixty (60) days prior to the effective date of the Adjustment (**Amendment to Clause 11.2 of the Agreement**).

3.1 客戶同意支付銀行有關本服務全部或一部之費用（詳如附件收費標準），並同意銀行得依業務需要變更或調整費用（下稱「費用調整」）。除費用調整有利於客戶者外，銀行應於費用調整生效日之六十日前，通知客戶費用調整之內容或將費用調整內容公告於銀行營業大廳或網站。（**增補自動化傳輸服務契約第11.2條之規定**）

4. SECURITY OF INFORMATION

4. 資訊安全

4.1 The parties hereto shall ensure the security of electronic messages and prevent any illegal access to the system to steal, falsify or destroy business records and/or information.

4.1 雙方應確保電子訊息安全，並防止任何非法進入系統以竊取、竄改或毀損業務紀錄及/或資料。

4.2 The Bank shall bear the risk of damages arising from a third party's unauthorized decryption of user codes or passwords to enter into the network system ("Hacker Actions").

4.2 因第三人未經授權破解使用者代碼或密碼而侵入網路系統（下稱「駭客行為」）所產生損害之風險由銀行承擔之。

4.3 The Customer shall confirm whether the Service website address is correct before accessing and using it.

4.3 客戶於使用本服務前，應先確認該服務之網址是否正確。

5. OBLIGATION OF CONFIDENTIALITY

5. 保密義務

5.1 The parties hereto shall ensure that any electronic messages exchanged between the parties or any information obtained from the other party in using or processing the Services will not be disclosed to any third party or used for any purpose irrelevant hereto, and if disclosed to a third party upon the other party's approval, such third party shall be made to incur the obligation of confidentiality under this Agreement.

5.1 雙方應確保任何互相交換之電子訊息或一方因使用或執行本服務而取得他方之任何資料，不洩露予任何第三人，亦不得用於與本契約無關之目的，且如經他方同意揭露予第三人時，亦應使第三人承擔本契約下之保密義務。

6. TERMINATION

6. 契約終止

6.1 The Bank may terminate the Agreement immediately without prior written notice if the Customer violates Clauses 7.3, 7.5, 7.6 and 8.4 of the Agreement.

6.1 如客戶違反自動化傳輸服務契約第7.3、7.5、7.6及8.4條之規定，銀行無須給予客戶事前之書面通知，即得立即終止自動化傳輸服務契約。

6.2 If the Customer fails to observe or comply with or breaches the other terms and conditions of the Agreement or any procedure set out in any manual provided by the Bank (the "**Breach**") and then does not cure or correct such Breach before the date set forth by the Bank, the Bank may terminate the Agreement. (**Amendment to Clause 12.1 of the Agreement**)

6.2 如客戶違反或未遵守自動化傳輸服務契約其他條款與條件或任一載明於銀行提供給客戶之手冊中所規定之程序（下稱「**此違約**」），又未於銀行所定之期限前加以糾正或更正者，銀行得終止自動化傳輸服務契約。（**增補自動化傳輸服務契約第12.1之規定**）

7. MODIFICATION OF AGREEMENT

7. 契約修正

7.1 The terms and conditions of the Agreement may be amended, modified, supplemented or varied by the Bank (“**Modification**”) by notifying the Customer of such Modification or post the Modification detail in a conspicuous manner on the Bank’s electronic banking website thirty (30) days prior to the effective date of the Modification (herein after collectively referred to as “**Modification Notice**”). The Customer shall be deemed to have agreed to the Modification if the Customer, after its receipt of the Modification Notice, continues to use the Services or the Customer does not terminate the Agreement before the effective date of the Modification (**Amendment to Clause 13.5 of the Agreement**).

7.1 銀行得將自動化傳輸服務契約之條款與條件加以修訂、修正、增補或變更（下稱「**契約修正**」），惟應於契約修正生效日之三十天前，通知客戶自動化傳輸服務之契約修正，或將該契約修正以顯著之方式公告於其電子銀行網站（以下合稱「**契約修正通知**」）。客戶如於收受契約修正通知後，繼續使用自動化傳輸服務，或未於契約修正生效日前終止自動化傳輸服務契約，均視為同意銀行所為之契約修正（**增補自動化傳輸服務契約第13.5條之規定**）。

8. OUTWARD REMITTANCE

8. 國外匯款

8.1 Unless otherwise specified by the Customer, payment of the remittance will be made in the currency of the country in which the payment is to be made.

8.1 除客戶另有其他指示者外，匯款將以付款所在地之國家之貨幣支付。

8.2 In the case of remittance by telegraphic transfer, the Bank may, in its sole discretion, send the message in plain language, code or cipher and the Bank shall not be liable for any delay, error, omission which may occur in the course of the transmission nor shall the Bank be liable for any misinterpretation of the message by the recipient.

8.2 在電匯的情況下，銀行得自由決定以明語、代碼或密碼發出電匯訊息，且在傳輸過程中若發生電訊遲延、錯誤、疏漏或收訊者誤譯等情事，銀行均無須承擔任何責任。

8.3 The Bank shall be under no obligation to obtain a confirmation of receipt of the remittance from the payee.

8.3 銀行並無義務向受款人取得其收到匯款之確認。

8.4 The Bank shall not be obliged to refund all or part of the remittance prior to receipt by the Bank of a notice confirming cancellation of the remittance order from the relevant correspondent and/or agent engaged by the Bank to effect the remittance. In the event the remittance has been converted into another currency, the Bank is entitled to refund the remittance in the original currency converted from such other currency at the buying rate of exchange published by the Bank on the date of refund, less any fees and expenses incurred by the Bank, its correspondents and/or agents. The Bank may, whenever it deems necessary, transfer the rights it obtains from such correspondent and/or agent as a result of cancellation of the remittance to the Customer and thus be discharged from its obligations to the Customer hereunder.

(Amendment to Clause 5 of the Agreement)

8.4 於銀行收到與匯款相關之往來銀行及/或代理機構確認取消該匯款之通知前，銀行並無義務退還全部或一部之匯出款項。在匯款已轉換成外幣之情形下，銀行得以退還日之銀行牌告買價將匯出款項折算成原幣別，扣除銀行、與該匯款相關之往來銀行及/或代理機構所發生之各項費用與支出後，再予退還。當銀行認為必要時，得將因取消該筆匯款而對與該匯款相關之往來銀行及/或代理機構所取得之權利轉讓予客戶，而解除銀行於本項之責任。（**增補自動化傳輸服務契約第5條之規定**）

9. AUTO PAY

9. 自動付款

9.1 Cheque Issuing Service

9.1 支票代開服務

9.11 The Cheque issued by the Bank followed the Customer's instruction shall be deemed to be proof of receipt, (1) in the case of a letter, on the third business day after posting, or (2) in case of delivery by courier, on the Business Day actually received. The Customer shall notify the Bank by telephone at the day the Customer should, but not receive such Cheque. The Customer shall make stop payment process in accordance with the "Guidelines Governing Stop Payment of Negotiable Instrument" and related regulations; provided that, the Bank and the Customer confirmed that such Cheque was missing and misplaced. The Customer shall indemnify the Bank; provided that, the Customer did not follow the above regulations and cause damages to the Bank.

9.11 銀行依照客戶指示所製發之支票，(1)以郵寄送達時，於郵寄後第三個營業日，或(2)以快遞送達時，於實際送達之營業日；視為已送達至客戶之證明。客戶於上述應送達之日仍未收訖該等支票者，應於應送達之日以電話儘速通知銀行。當銀行與客戶確認支票遺失或錯置時，客戶應依「票據掛失止付處理規範」及相關法令辦理止付手續。若客戶未依上述規範進行而致銀行受有損害者，應對銀行負損害賠償之責任。

9.12 Except the Bank also suffers any damages from the lost Cheque, the Bank agrees to assign the right of claims to the Customer if the Customer suffers any damages in relation to the lost Cheque.

9.12 除銀行亦因遺失支票而受有損害者外，當客戶因遺失支票受有損害時，銀行同意讓與損害賠償請求權予客戶。

9.13 The Customer shall deliver the "Auto Pay Cancellation/ Amendment Instruction Form" to the Bank; provided that, there are any discrepancy on the Cheque. The Bank shall re-make new Cheque within _____ days from the receipt of such instruction form. The Customer shall also deliver back the discrepancy Cheque to the Bank for cancellation and destruction at the time the Customer notify the Bank that the Cheque is discrepant. The Customer shall indemnify the Bank for any damages suffered by the Bank if the Customer reluctant or fails to deliver back the discrepancy Cheque.

(Amendment to Clause 13.2 of the Agreement)

9.13 如支票內容有誤時，客戶需填寫「自動付款撤銷/更改申請書」交予銀行。銀行於收到上述申請書後，應於_____個營業日內完成新支票之製發。客戶於通知銀行支票內容有誤時，應將支票交回銀行予以註銷與銷毀。當客戶不願或未能交回有誤之支票而致銀行受有損害者，應負損害賠償之責任。（增補自動化傳輸服務契約第13.2條之規定）

9.2 NTD Domestic Remittance and ACH Direct Debit

9.2 新台幣國內匯款暨代收代付自動扣款

9.21 The Customer agrees to be bound by the "Terms and Conditions" of the "NTD Domestic Remittance Application Form" and the articles to be revised or amended by the Bank from time to time.

9.21 客戶同意遵守銀行「新台幣國內跨行匯款申請書」中之「約定事項」與銀行隨時所為之修改及修正條款。

9.22 If the remittance fails due to special causes, including computer failure, the Bank will either notify the Customer and withdraw the remittance amount or re-remit such amount on the following business day. The receipt is required to withdraw the remittance amount, thus, please retain your necessary receipt(s).

9.22 若因電腦故障等特殊事故而無法匯款時，銀行應通知客戶，並領回匯出款項或於次一營業日再行匯出。領回匯出款項時，應憑相關收據辦理，請務必保留必要收據。

9.23 The Customer shall be responsible for any errors when keying in the system.

9.23 客戶於輸入系統有任何錯誤時，應自行負責。

9.24 Inter-bank remittance is done via computer. In the event of any computer failure or disruption in the transmission line, or for any application submitted after 2:30pm, the remittance may not be transacted on that same day.

9.24 跨行匯款係經由電腦作業為之。如電腦故障或傳輸線路中斷，或下午2時30分後所申請之匯款，可能無法於當天匯達。

9.25 The Customer shall provide all necessary documents, information and instructions as requested by the Bank for the purpose of processing Remittance application.

9.25 為進行匯款申請，客戶應提供銀行所要求之所有必要文件、資訊與指示。

9.26 The Customer has to use the Bank's standard application form, no matter whatever reason, once the Bank asks the Customer to do so.

9.26 不論任何原因，當銀行要求時，客戶應使用銀行之標準申請書。

9.27 The Customer shall be responsible for notifying the beneficiary of the remittance.

9.27 客戶應自行負責通知匯款受款人。

10. OUTSOURCING

10. 委外

10.1 The Customer acknowledges that the Bank may from time to time outsource the handling of certain transactions and services under the Agreement to the head office or other branches of the Bank or third parties to the extent of "Regulations Governing Internal Operating Systems and Procedures for the Outsourcing of Financial Institution Operation" and other applicable laws.

10.1 客戶同意，於「金融機構作業委託他人處理內部作業制度及程序辦法」及其他相關規範之範圍內，銀行得隨時將自動化傳輸服務契約下之交易及服務之處理委託銀行之總行或其他分行或第三人處理。

11. GOVERNING LAW AND JURISDICTION

11. 準據法與管轄法院

11.1 The governing law referred to in Clause 13.10 of the Agreement is the law of Taiwan, the Republic of China.

11.1 自動化傳輸服務契約第13.10條所規定之準據法為中華民國台灣法。

11.2 Subject to Article 47 of the Consumers Protection Law or Article 436-9 of the Civil Procedure Code, the parties hereto agree to submit to the Taiwan Taipei District Court, the Republic of China as the court of first instance in relation to any dispute arising from or in connection with this Agreement and any such transaction. (**Amendment to Clause 13.10 of the Agreement**)

11.2 就本契約與任何此類交易所引起或相關之爭議，雙方同意以中華民國台灣台北地方法院法院為第一審管轄法院。但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定之適用。（**增補自動化傳輸服務契約第13.10條之規定**）

12. LANGUAGE

12. 語言

12.1 Should there be any inconsistency between the Chinese and English version of the Agreement and the Country Supplement arising out of or in relation to translation wording, the English version shall prevail.

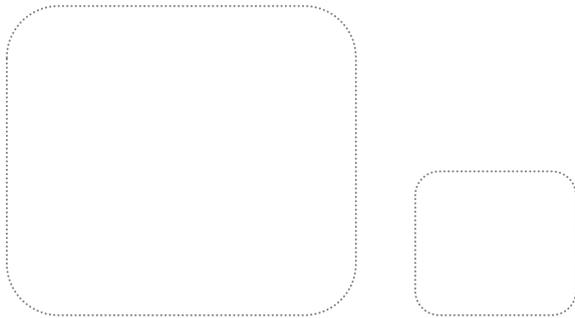
12.1 如自動化傳輸服務契約與本增補條款之英文版本與中文版本因為翻譯用語而有不一致時，應以英文版本為準。

The Customer hereby confirms that the Bank has provided he Customer with a reasonable time of more than five (5) days for review of this Country Supplement (the Customer has brought back this Country Supplement for review as of _____(YY)_____(MM)_____(DD)) in accordance with the “Consumers Protection Law” and the Customer fully understands all terms and conditions prescribed in this Country Supplement and agrees to comply with them.

客戶在此確認銀行確依「消費者保護法」之規定給予客戶五日以上之合理期間審閱個別國家增補條款(客戶於 年 月 日攜回審閱)，且充分瞭解本增補條款之條款與條件並願意確實遵守。

IN WITNESS WHEREOF, the parties hereto have caused this Country Supplement to be signed by their duly authorized representatives on _____.

個別國家增補條款由雙方當事人之正式授權代表於_____ 簽訂之，以昭信守。



Customer's name 客戶名稱

(Authorized Signature and Company Stamp 授權簽名與公司用印)

(Designation 職稱)

Sumitomo Mitsui Banking Corporation, Taipei Branch/Offshore Banking Branch

日商三井住友銀行股份有限公司台北分行/國際金融業務分行

(Authorized Signature 授權簽名)

(Designation 職稱)