



**SERVICE AGREEMENT  
FOR  
AUTOMATIVE TRANSMISSION  
OF CUSTOMER TRANSACTION INSTRUCTION**  
(hereinafter referred to as “THIS AGREEMENT”)

客戶交易指示自動化傳輸服務契約（下稱「本契約」）

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ , by and between:

- (1) \_\_\_\_\_ (the “**Customer**”); and  
(2) Sumitomo Mitsui Banking Corporation, Taipei Branch/Offshore banking Branch (together with any successors and assigns thereof, the “**Bank**”), and sets out the terms and conditions under and pursuant to which the Bank may provide, and the Customer may use, the Bank’s computer-based Services (as defined below).

THE PARTIES HEREBY AGREE as follows:

本契約於西元\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日，由：

- (1) \_\_\_\_\_(下稱「客戶」)以及  
(2) 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（包含其繼受人或受讓人，下稱「銀行」）所簽訂，係用以規範由銀行提供予客戶使用之交易指示自動化傳輸服務為基礎之本服務（定義於後）：

雙方同意如後：

## 1. SERVICES

### 1. 本服務

1.1 “Service” or “Services” means any or all of the following: certain electronic banking services including but not limited to certain payment and collection services and applications for letters of credit, bankers’ guarantees, auto pay system and other ancillary services provided by the Bank from time to time, as described in this Agreement and any manuals provided by the Bank to the Customer from time to time.

1.1 「本服務」：係指以下內容之全部或一部：客戶交易指示自動化傳輸服務，包括但不限於特定支付或託收服務、信用狀之開立，銀行保證函之申請，自動付款服務系統，及其他規定於本契約或任何銀行提供給客戶之手冊中而由銀行隨時提供之其他輔助性服務。

1.2 Pursuant to the terms and provisions of this Agreement, the Customer may select the Service or Services that it wishes to utilize, and may amend or cancel any of its selection of Services, by completing and returning to the Bank such forms (the “**Service Options Forms**”) as may from time to time be prescribed by the Bank. The Bank has the absolute discretion to decide or change the type of infra-structure, communication medium and technology (collectively, the “**Delivery Method**”) which it adopts for the provision of any or all of the Services. However, if more than one Delivery Method is available, the Customer may select its preferred Delivery Method or amend its selection, by completing and returning to the Bank such forms as may from time to time be prescribed by the Bank. Amendments to the service options and, if applicable, to the Delivery Methods shall supersede all previous selections submitted by the Customer with respect to such Services or Delivery Methods, as the case may be.

1.2 依本契約之條款與約定，客戶得透過填載銀行隨時提供之表格（下稱「服務選項表格」）並交回銀行之方式，選擇本服務或其欲使用之本服務，及修正或取消其選擇之本服務。銀行有絕對之權利決定或改變其關於本服務全部或一部之基礎設施類型、傳輸媒介與

技術（下合稱為「傳送方式」）。但如果有一個以上之傳送方式可使用時，客戶得透過填載服務選項表格並將該表格交回銀行之方式，選擇其喜好的傳送方式或對其選擇加以修正。客戶就服務項目與傳送方式（如果傳送方式可供客戶選擇時）所為之有效變更，應取代其先前就服務項目與傳送方式所為之所有選擇。

1.3 Each part of the Service will be accessible at such times (the “**Accessible Times**”) as may be notified by the Bank to the Customer from time to time. In the event of any change to the Accessible Times or if the Service or any part thereof will not be accessible for whatever reason, the Bank shall notify the Customer accordingly by such means as the Bank may in its sole discretion decide notwithstanding the provision of Clause 13.2. The Customer acknowledges that because of hardware or telecommunication limitations, any or all parts of the Service may be unavailable from time to time. The Customer acknowledges that it may not be able to access or use the Service in certain countries if, due to the laws or regulations of those countries, it is not advisable for the Bank to provide such access.

1.3 本服務之使用時間（下稱「使用時間」）係以銀行隨時向客戶所告知之時間為準。如遇使用時間有所變更，或任何原因致本服務之全部或一部無法使用時，銀行應將此一情形通知客戶，惟銀行有權選擇通知方式且不受本契約第13.2條之限制。客戶認知：本服務之全部或一部會因為硬體或電信通訊之限制，而隨時有可能無法使用。此外，客戶亦認知到受限於某些國家之法律或規定，將導致本服務無法在這些國家使用。

1.4 The Customer agrees to provide the Bank with all such information as may be necessary for the utilization of the Services selected by the Customer including, without limitation, information as to designated accounts, persons authorized to provide instructions via the Service and the level of authorization. Such information shall be provided in such form and manner as requested by the Bank or as provided in the applicable manual (as the case may be).

1.4 客戶同意提供銀行關於客戶選擇使用本服務所需之一切資訊，包括但不限於所指定之帳戶、已獲授權而得透過本服務提供指示之人員及其授權層級等資訊。客戶應依照銀行要求，或適用之操作手冊（視個案而定）中規定之格式與方式，提供上述相關資訊。

1.5 Notwithstanding anything contained in this Agreement, the Bank may at any time modify, withdraw or vary any Service and/or add additional Services. Unless the Bank otherwise notifies the Customer, this Agreement shall continue to apply to the Services regardless of any modifications, withdrawals, variations or additions.

1.5 即使本契約已有規定，銀行均得隨時修正、撤回或變更本服務，及/或增加額外之服務。除銀行另行通知客戶外，本契約均應繼續適用於本服務，不受任何修正、撤回、變更或增加之影響。

## **2. CUSTOMER'S INSTRUCTIONS**

### **2. 客戶指示**

2.1 Subject to review by the Bank against the relevant information provided by the Customer pursuant to Clause 1.4 above, the Bank may treat all apparently valid instructions received via the Service or, where such delivery by the Customer is permitted by the Bank, via data storage devices, as instructions properly authorised by the Customer, regardless of any conflict with the terms of any other mandate the Customer may have given. The Bank shall not be liable to check the authenticity of any apparently valid instruction or the authority of the person(s)

giving such instruction and shall be entitled to assume that any such instructions are complete, accurate, valid and duly authorized. The Customer shall be responsible for ensuring that all instructions given to the Bank are complete, accurate and given within the time specified by the Bank from time-to-time and that there are sufficient funds in its account(s) to carry out its instructions.

2.1 銀行依據其檢視客戶依上述本契約第1.4條所提供的相關資訊，得將所有透過本服務或於客戶以銀行允許之方式透過資料儲存裝置傳送所收受之表面上有效之指示，視為業經客戶適當之授權，無論該指示是否與客戶先前所給予之其他任何指示相衝突。銀行對於檢查任何表面上有效之指示之真實性或給予指示之人是否經授權一事不負任何責任，且得假設所有的指示係完整、正確、有效以及經合法授權的。客戶有責任確保其所有指示係完整且正確並於銀行隨時指定之時間內為之，且客戶於其之一個或數個帳戶中有足夠之資金可供銀行執行其指示。

2.2 Unless otherwise agreed, the Bank shall only be required to process and execute any Customer instructions which have been issued in the form and within any applicable time frame prescribed from time to time by the Bank.

2.2 除另有約定外，銀行僅有義務處理並執行客戶於銀行規定之時間內以銀行指定形式所為之指示。

2.3 The Bank shall be entitled to refrain from or delay in acting or to request the Customer to make changes in its instructions if the Bank, in its sole discretion, decides any of the following events exist or has occurred:

- (a) the instructions from the Customer may not be genuine or properly authorised;
- (b) the instructions from the Customer and/or any act of the Bank in carrying out such instructions may be in violation of any law, rule or regulation of any relevant jurisdiction, including, without limitation, the rules of any relevant clearing house or applicable banking practice;
- (c) the instructions or any part thereof are not clear or not complete or insufficient for the Bank to effect or act upon;
- (d) the instructions or any part thereof are not provided in accordance with the provisions of this Agreement or any manual applicable from time to time to the operation of the Service;
- (e) the instructions are provided such that the Bank does not have sufficient time to carry them out at the time specified in the instructions or are provided after the cut-off time for the relevant Service, as determined from time to time by the Bank and notified to the Customer;
- (f) there are or would be insufficient funds in the Customer's account(s) to carry out the Customer's instructions at the time the Bank is entitled to debit such account(s) in order to execute the instructions; or
- (g) the Bank decides such inaction or delay is appropriate or necessary in the circumstances of the case including, without limitation, where the circumstances are such that the transaction may not be properly or completely executed.

The Bank shall inform the Customer as soon as reasonably possible of any inaction or delay pursuant to this Clause 2.3. Such notification may be made via the Service or any other method the Bank deems appropriate notwithstanding the provision of Clause 13.2.

2.3 依照銀行的獨立判斷而認為有下列事件的存在或發生時，銀行有權不執行或遲延執行客戶之指示或要求客戶變更其指示：

- (a) 客戶之指示可能並非真實或未經適當授權者。

- (b) 客戶之指示及/或銀行為執行該指示所為之行為，可能違反相關法域之法律、命令或規定，包括但不限於任何相關票據交換所之規定或可資適用之銀行慣例。
- (c) 指示之一部或全部不清楚、不完整或不充分，不足以供銀行執行該指示。
- (d) 客戶所為全部或一部之指示，並未依照本契約之約定或未依照任何用以規範運作本服務而可資適用之手冊之規定。
- (e) 指示中所指定的交易日期未能給予銀行充分之時間以執行該指示，或該指示係於任何銀行訂定且已通知客戶之相關服務截止時間後始為之。
- (f) 如客戶之一個或數個帳戶內之資金不足以供銀行執行客戶之指示或有不足之虞時，銀行有權為執行指示之目的，而自其中一個或數個帳戶扣款。
- (g) 銀行依個案情況認為，不執行或遲延執行是適當或必要者，包括但不限於交易可能無法適當或完全地執行。

依據本契約第2.3條所為之不執行或遲延執行，銀行應於合理可行之時間內儘速通知客戶。此通知得透過本服務或其他銀行認為適當之方式為之，而不受本契約第13.2條之限制。

2.4 If the Customer wishes to retract or modify any instructions in whole or in part, it shall provide the Bank with prior notice of such retraction or modification in writing or by any method permitted by the Bank. The Bank shall use reasonable efforts to comply with such request but shall not be liable for any failure to cancel or modify the instructions.

2.4 如客戶欲撤回或修正任何指示之全部或一部，應事前以書面或其他銀行允許之方式通知銀行。銀行應以合理之努力完成要求，但就任何未能撤回或修改指示之情事，並不負擔任何責任。

2.5 The Customer shall inform the Bank in writing of any material changes in the relevant particulars provided to the Bank pursuant to Clause 1.4 or otherwise. The Bank shall be entitled to a reasonable period of time from receipt to process any notification of change.

2.5 依據本契約第1.4條或其他由客戶提供予銀行之相關資料有任何重大變更時，客戶應以書面通知銀行。銀行於接受通知後，得於一合理之期間內處理該變更之通知。

### 3. CONFIRMATION OF TRANSACTIONS

#### 3. 遠匯交易確認

If selected by the Customer in the Service Options Form, the Bank will deliver confirmations of transactions (the “**Confirmations**”) via the Service. The Customer shall inform the Bank in writing if it does not receive a Confirmation within 3 days of the expected date of receipt. The Customer shall examine all entries in each Confirmation and inform the Bank immediately in writing of any errors in or omissions from or unauthorised transactions reflected in the Records. The contents of each Confirmation shall be deemed accurate and shall be conclusive and binding against the Customer unless the Customer informs the Bank in writing of any errors or omissions or unauthorized transactions within 7 days of the transaction date.

當客戶在「服務項目表」中進行選擇時，銀行將透過本服務傳送遠期外匯交易確認（下稱「遠匯交易確認」）。如遠匯交易確認在預計接收之日起三日內未送達，客戶應以書面通知銀行。客戶應檢查每一筆遠匯交易確認中之細目，如於紀錄中有任何錯誤、遺漏或未經授權之交易，應立刻以書面通知銀行。除非客戶於交易日起七日內，就交易確認中之任何錯誤、遺漏或未經授權等情事，以書面通知銀行者外，每一筆交易確認中之內容應被視為正確，且對客戶具有終局性且有拘束力。

## **4. GROUP INFORMATION AND GROUP DEBITING**

### **4. 群組資訊與群組扣款**

4.1 The Customer may request the Bank to provide information regarding the accounts of other company(ies) (the “**Group Information Service**”) and/or to operate the account(s) of such company(ies) (the “**Group Debiting Service**”), provided that:

(a) the Customer has submitted an application in the form prescribed by the Bank specifying the company(ies) and account(s) to which the Group Information Service and/or Group Debiting Service (as the case may be) is/are requested, and the Bank accepts the application; and (b) the company(ies) specified in the Customer’s application has/have each submitted an authorization letter in the form prescribed by the Bank.

4.1 於符合下述條件時，客戶得要求銀行提供有關其他公司帳戶之資訊（下稱「群組資訊服務」），及/或操作此（些）公司之帳戶（下稱「群組扣款服務」）：

(a) 客戶已依銀行規定之形式提出申請且銀行接受其申請，且該申請中應指明群組資訊服務及/或群組扣款服務（依個案而定）所要求之一個或數個公司及帳戶；且(b) 該客戶申請中所指明之一個或數個公司，均應個別出具銀行規定格式之授權書。

4.2 All relevant provisions of this Agreement shall apply to the Group Information Service and the Group Debiting Service.

4.2 本契約中所有相關條款均應適用於群組資訊服務與群組扣款服務。

## **5. TRANSACTIONS WITH OTHER FINANCIAL INSTITUTIONS**

### **5. 與其他金融機構間之交易**

5.1 If the Customer selects the use of the Service for transactions with other financial institutions in the Service Options Form, the Customer appoints the Bank as its agent on its behalf to request any other financial institution agreed to by the Bank to supply information about the Customer and its accounts via the Service or to use the Service to give effect to the Customer’s instructions.

5.1 如客戶於服務選項表格中選擇使用匯款功能時，客戶係指定銀行作為其代理人，代表客戶要求其他經銀行同意之金融機構，透過本服務提供有關客戶與其帳戶之資訊，或使用本服務，以使客戶之指示生效。

5.2 The use of the Service for transactions with other financial institutions shall be subject to such terms and conditions as the Bank may specify including, without limitation, cut-off times for the receipt of instructions from the Customer, the financial institutions in relation to whom the Service is available and the aspects of the Service so available.

5.2 使用本服務與其他金融機構交易時，應依據銀行所定之條款與條件為之，該條款與條件包括但不限於接受客戶指示之截止時間、可提供服務之相關金融機構，以及所能提供之服務內容。

5.3 The Bank shall not be responsible for any delay or failure by any other financial institution in executing or acting upon any instructions relayed on behalf of the Customer to such financial institution.

5.3 銀行就其他金融機構依據其代表客戶傳送之指示為執行所造成之遲延或失敗不負責任。

5.4 The Bank makes no representation or warranty, and shall have no liability in relation to, the accuracy, completeness or sufficiency of any information provided by any other financial institution.

5.4 對於其他金融機構所提供之資料，銀行並不承諾或保證其正確性、完整性及充分性，且銀行不對其負責。

## **6. INTERFACE FUNCTION**

### **6. 整批轉檔功能**

6.1 The Bank may, at the request of the Customer, provide interface function as part of the Service to facilitate the transmission, recognition and processing of data between and by the Customer's and Bank's computer systems.

6.1 銀行在客戶要求下，得提供整批轉檔功能作為本服務之一部份，以利銀行與客戶電腦系統間之資料傳送、識別和處理。

6.2 The Customer agrees to notify the Bank in writing prior to making any changes, alterations or modifications to its computer systems (“**Changes**”) in relation to which any such interface function (or any part thereof) is used or to be used or which may affect the functioning or effectiveness of the interface function or any part thereof. Upon receipt of notification of Changes and provided that it is able to do so, the Bank shall use reasonable efforts to modify the affected part of interface function in such manner as reasonably required to allow the interface function to be used with the Customer's computer systems after the Changes have been made. The Bank makes no representation or warranty as to, and accepts no responsibility or liability in relation to:

- (a) the ability to use the interface function or other Services after the Changes or modifications by the Bank have been made;
- (b) the functioning or effectiveness of the interface function or other Services after the Changes or modifications by the Bank have been made; and/or
- (c) the ability of the Bank to make any (or any appropriate) modifications at all prior or subsequent to the Customer's Changes.

6.2 客戶同意對有關整批轉檔功能之電腦系統（或任何其部份），為任何變更、修改或修正（下稱「改變」），且其使用或被使用可能影響整批轉檔功能全部或一部之功能或效用者時，應事前以書面通知銀行。依據收到之改變通知，且於銀行可以為之之情形下，銀行應以合理之努力依照合理之要求方式，修正整批轉檔功能受影響之部分，使整批轉檔功能在改變後於客戶電腦系統上仍能使用。對於下列事項，銀行不承諾及保證，亦不負任何責任或義務：

- (a) 於銀行改變或修正後，得使用整批轉檔功能或本服務之其他功能；
- (b) 於銀行改變或修正後，整批轉檔功能或本服務之其他功能或效用；及/或
- (c) 銀行對於客戶全部先前或之後所為之改變，有進行任何（或任何適當）修正之能力。

6.3 The Bank shall not be liable or responsible for any direct, indirect or consequential losses, damages or liabilities which the Customer may suffer or incur as a result of any part of the interface function or other Services not being usable or not functioning at all or in the same manner as prior to the Changes or modifications by the Bank.

6.3 銀行對於客戶因任何部份之整批轉檔功能或本服務之其他功能無法使用或喪失功能所遭受或招致之任何直接、間接或附隨損失、損害或責任不負任何責任或義務，在銀行改變或進行修正前發生者，亦同。

## 7. SYSTEMS, SECURITY AND LICENSES

### 7. 系統、安全與許可

7.1 The Customer shall, at its own cost, provide all equipment and software necessary for the utilization of the Service and shall be responsible for ensuring that the equipment and software complies with the specifications stipulated by the Bank from time to time. This provision does not prohibit the Bank from providing (without any obligation to do so) software to the Customer in its sole discretion.

7.1 客戶應自負費用，提供使用本服務所必須之一切設備與軟體，且應自行負責確保該設備與軟體係依照銀行隨時提供所定之規格。本條款不禁止銀行依其自由決定而提供（但無義務）軟體給予客戶。

7.2 The Customer shall not sell, lease, make available or otherwise provide, directly or indirectly, the Service or any part thereof to any third party, or use the Service or any part thereof otherwise than as provided herein.

7.2 客戶不得出售、出租、供應或以其他方式，直接或間接將本服務之全部或一部提供予任何第三人或違反相關規定使用本服務之全部或一部。

7.3 All software, interfaces, materials, manuals, instructions, data bases, trade secrets, processes and other information and documentation disclosed or otherwise made available to the Customer by the Bank relating to the Service, whether prior to, on or after the date of this Agreement, shall be the exclusive property of the Bank (the “**Bank’s Property**”). The Customer shall treat the Bank’s Property as confidential and shall not disclose or otherwise make it available in any form to any person other than those previously authorized or approved by the Bank. The Customer shall not make any amendment, modification or change to the Bank’s Property. The Customer agrees not to use the Bank’s Property otherwise than for its own internal and proper business purposes contemplated under this Agreement. The Customer shall, at the Bank’s request and expense, co-operate with the Bank to protect the Bank’s intellectual property rights in the Bank’s Property. The Customer also agrees not to infringe upon or damage the Bank’s intellectual property rights.

7.3 無論於本契約日期之前或之後，與本服務相關之所有軟體、界面、物件、手冊、指示、資料庫、營業秘密、處理程序以及其他所揭露之資訊及文件或以別種形式由銀行提供予客戶者，應皆屬銀行之專屬財產（下稱「銀行財產」）。客戶就銀行財產應予保密，且除非事前經銀行授權或許可者外，不得揭露或以任何形式提供予任何人。客戶不得修訂、修正或改變銀行財產。客戶同意不得於本契約所定其內部使用及適當商業目的外，使用銀行財產。客戶應依銀行要求，由銀行自行負擔費用，與銀行合作保護銀行財產之智慧財產權。客戶亦同意不侵犯或損害銀行之智慧財產權。

7.4 The Customer acknowledges that the Bank makes no warranty as to the operation of, merchantability, quality or fitness for use of any part of the Service or the Bank’s Property. Any implied term as to any such warranty is excluded to the fullest extent permitted by law. The Customer also agrees that the Bank shall have no liability in relation to any products, services, software and/or content provided by third party service providers.

7.4 客戶瞭解：銀行並不保證本服務任何部份或銀行財產之使用之運作之適銷性、品質或合適性。在法律允許排除之最大範圍內，排除任何此處保證之默示條款。客戶亦同意，銀行對於第三方服務提供者所提供之任何產品、服務、軟體及/或內容不負責任。

7.5 The Customer agrees that it shall be responsible for complying with all security measures and procedures relating to the Service as issued by the Bank from time to time. Without prejudice to the generality of the foregoing, the Customer shall be responsible for security arrangements concerning access to the Service, the control and confidentiality of User IDs, passwords and other security devices and information stored on its computer and communication systems. The Customer authorizes the Bank to furnish to persons authorized by the Customer to use the Service their passwords by way of personal delivery, post, e-mail or telephone.

7.5 客戶同意，其應負責遵守銀行隨時頒布之有關本服務之安全措施及程序。在不影響前述概括性原則之情況下，客戶應負責關於使用本服務、控制及使用者帳號、密碼之保密性及其他儲存於其電腦與通訊系統資訊之安全設備之保密安排。客戶授權銀行得透過專人送達、郵寄、電子郵件或電話的方式，提供其密碼予經客戶授權之人。

7.6 If the Customer suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions, the Customer shall immediately inform the Bank and take all reasonable steps requested by the Bank to avoid or minimize actual or potential misuse of the Service and/or the Bank's Property. The Bank may, in such a situation, invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank feels is necessary to ensure any security concerns are addressed, without any liability to the Customer.

If the Bank suspects that there has or may have been or could be an unauthorized use of the Service or the Bank's Property or that there has or may have been or could be an unauthorized transmission of instructions or that the Service or Bank's Property have been compromised, the Bank may invalidate the User IDs, passwords and/or security devices, and/or restrict or suspend access to the Services for such time the Bank feels is necessary to ensure any security concerns are addressed, without any liability to the Customer.

7.6 如客戶懷疑可能有未經授權使用本服務或銀行財產（之虞），或有未經授權傳送指示（之虞），客戶應立刻通知銀行，並依照銀行之要求採取所有合理步驟以避免或最小化對於本服務及/或銀行財產之實際或潛在不當使用。在此情況下，銀行得使使用者帳號、密碼及/或安全設備無效，及/或在銀行認為有必要確保任何安全疑慮時採取限制或暫停本服務，而無需對客戶負任何責任。

如銀行懷疑可能有未經授權使用本服務或銀行財產（之虞），或有未經授權傳送指示（之虞），或本服務或銀行財產已遭破解（之虞），銀行得使使用者帳號、密碼及/或安全設備無效，及/或在銀行認為有必要確保任何安全疑慮時採取限制或暫停本服務，而無需對客戶負任何責任。

7.7 The Customer acknowledges and agrees that it is the Customer's responsibility to prepare and have in place a contingency plan and alternative arrangements in relation to circumstances in which the Service or any part thereof cannot be used.

7.7 客戶瞭解並同意，當本服務全部或一部不能使用時，其有責任準備並進行適當的應變計畫與替代措施。

## 8. SECURITY DEVICES

### 8. 安全設備

8.1 The Bank may make available to the Customer, on the terms and conditions specified herein, security devices (the “**Security Devices**”). Security Devices include chips or tokens to provide user identification and/or digital signature generation or such other device or method used for accessing the Service together with the User ID and password.

8.1 銀行應提供於本契約條款或條件中所特定的安全設備予客戶（下稱「安全設備」）。安全設備包括提供使用者身份認證及/或產生數位簽章之晶片或裝置，或其他於使用本服務時應與使用者帳號和密碼一起使用之設備或方式。

8.2 All Security Devices are the Bank’s Property and the Customer shall return the Security Devices to the Bank forthwith upon request.

8.2 所有安全設備皆屬銀行財產，當銀行要求返還時，客戶應立即返還。

8.3 The use of a Security Device shall not limit or affect the Customer’s obligations under this Agreement.

8.3 安全設備之使用並不限制或影響客戶於本契約之義務。

8.4 The Customer shall notify the Bank immediately if it believes a Security Device has been compromised. Clause 7.6 of this Agreement shall apply in such situations.

8.4 如客戶認為安全設備已遭破解，應立刻通知銀行。本契約第7.6條應適用於此種情況。

## 9. CONFIDENTIALITY AND DISCLOSURE

### 9. 保密與揭露

9.1 The Bank will take reasonable care to ensure that customer information that is stored on the Bank’s computer systems or transmitted via the Service is kept confidential.

9.1 銀行應以合理之注意確保客戶儲存於銀行電腦系統或透過本服務傳送資訊之保密性。

9.2 The Customer irrevocably consents to the disclosure of any information made available by the Customer to the Bank (i) to the Bank’s head office, branches, representative offices, holding company, subsidiaries and related corporations; (ii) to the Bank’s host server and storage provider for the purpose of processing transactions and storing statements of account, advices, transaction records and other documents, data or records on which the customer’s name or other particulars appear; (iii) as required or permitted by any applicable law, regulation or directive; (iv) to any authority including without limitation any central bank or other fiscal or monetary authority in any jurisdiction; (v) where it is necessary to give effect to an instruction from the Customer; and (vi) to any potential assignee or transferee of the Bank in respect of its rights and/or obligations under or in connection with this Agreement.

9.2 客戶不可撤回地同意任何客戶提供予銀行之資訊得揭露：(i) 予銀行總部、分行、代表處、控股公司、子公司和有關公司；(ii) 予銀行之主機伺服器與儲存裝置提供者，以辦理交易與儲存帳戶報表、通知、交易記錄或其他載有客戶名稱或其他資料之文件、檔案或記錄；(iii) 依據適用之法律、規定或命令之要求或許可；(iv) 予任何有權機關，包括但不限於任何法域之中央銀行或其他有關財政或貨幣之主管機關；(v) 為使客戶給予之指示生效所必要；(vi) 予任何銀行關於其在本契約中或與本契約相關之權利及/或義務潛在之受讓人或承受人。

9.3 The Customer acknowledges that the Bank may have to store, process and transmit information relating to the Customer and its accounts and transactions with the Bank through telecommunications or other networks and on its computer servers (wherever located) and authorizes the Bank to do so.

9.3 客戶瞭解並授權銀行得透過電信或其他網路連線及以銀行的電腦伺服器（不論其所在地）儲存、處理和移轉關於客戶、其帳戶及與銀行交易之資料。

## **10. LIABILITIES AND INDEMNITIES; CUSTOMER'S REPRESENTATIONS**

### **10. 責任與賠償;客戶的聲明**

10.1 Without prejudice to any indemnities and/or limitations of liabilities contained in other provisions of this Agreement, neither the Bank nor its holding company, subsidiaries, any related companies or any of its agents or correspondent banks (the **"Related Parties"**) shall be liable or responsible for:

- (a) delay or failure in performing any of its obligations hereunder which is caused by circumstances beyond its reasonable control, including but not limited to, the failure, malfunction, inaccessibility or unavailability of telecommunications, data communications, computer services, equipment, software or the Service, war, civil unrest, government actions, strikes, lock-outs or other industrial actions or trade disputes, Acts of God, electricity, power or transportation problems, or any act or omission of any third party including a clearing house or payee bank or other financial institution;
- (b) any liabilities, losses, costs, claims, damages, proceedings and expenses incurred by the Customer relating to or in connection with the Service or this Agreement unless caused directly by the Bank's, or in the case of any Related Party, such Related Party's gross negligence or wilful misconduct;
- (c) any consequential, special, indirect or punitive losses, damages, costs or expenses, and any loss of profit or loss of data;
- (d) any losses, delays, claims, actions, proceedings, liabilities, costs or expenses suffered or incurred by the Customer arising out of or in connection with the Bank's decision made under Clause 2.3 and/or Clause 2.4;
- (e) any loss or damage suffered or incurred by the Customer in the course of the notice period for processing variations and/or changes to the Customer's particulars, as provided in Clause 2.5;
- (f) any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled, cleared or collected or any exchange control restrictions which may be imposed from time to time.

10.1 在不損及本契約其他條款所包含之任何關於賠償及/或責任限制的情況下，銀行、其控股公司、子公司、任何有關公司、或任何其代理人或往來銀行（下稱「關係人」），均不就下列事項負責：

- (a) 超過其合理可控制情況下所造成之義務遲延履行或未能履行，包括但不限於，電信、檔案傳輸、電腦服務、設備、軟體或本服務之失效、故障、無法使用或無法提供、或戰爭、內亂、政府行為、罷工、停工、其他工業行動或商業糾紛、天災、電力、動力、傳輸問題或任何第三人包括票據交換所、受款銀行或其他金融機構所為之任何行為或疏失；
- (b) 除直接由銀行所致或由於關係人之重大過失或故意之不當行為導致者外，由客戶導致本服務或本契約中任何的責任、損失、成本、索賠、損害、訴訟以及支出；
- (c) 任何附隨、特別、間接或懲罰性損失、損害、成本、支出及任何利潤或檔案的損失；

- (d) 由於銀行依照本契約第2.3條及/或第2.4條所為之決定，客戶遭受或招致之任何損失、遲延、索賠、訴訟、法律程序、責任、成本或支出；
- (e) 依據本契約第2.5條之約定，在處理變動及/或改變客戶資料之通知期間之過程中，客戶所遭受或招致之任何損失或損害；
- (f) 任何損失係肇因於或關於在交易執行、清算或託收之國家中的法律、規定或任何隨時施以的外匯管制。

10.2 The Customer shall hold the Bank and its Related Parties harmless and shall fully indemnify the Bank and its Related Parties in full against any liabilities, losses, costs, claims, damages, proceedings and expenses (including legal fees on a full indemnity basis) which the Bank and/or its Related Parties may incur as a result of providing the Services or any part thereof to the Customer or arising from or in connection with this Agreement including, without limitation, those sustained as a result of a breach by the Customer of its obligations under Clause 7.

10.2 客戶應使銀行和關係人不受損害，並應完全補償其因提供本服務之任何其中一部分予客戶或因本契約或與本契約相關之事由所造成之所有法律責任、損失、成本、索賠、損害、法律程序與支出（包括完整填補損害所需之律師費用），前述之事由包括但不限於因客戶違反本契約第7條規定之義務所造成者。

10.3 The Customer represents and warrants that it has the corporate power and authority to enter into this Agreement and has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of the transactions contemplated herein. The Customer also represents and warrants that this Agreement is legal, valid and binding on it and enforceable against it in accordance with its terms. The representations and warranties contained in this Agreement shall be correct at all times for the duration of this Agreement.

10.3 客戶承諾並保證，其具有公司權力及權限以締結本契約，並已進行所有必要行為以使本契約的執行和送達以及預期交易的履行獲得授權。客戶亦承諾與保證，本契約是合法有效且具有拘束力，根據其條款並得為強制執行。在契約有效期間內，本契約中的承諾與保證應始終正確。

## **11. DEBITING OF CUSTOMER'S ACCOUNT FOR TRANSACTIONS, CHARGES AND OTHER SUMS**

### **11. 因交易、費用和其他款項的客戶帳戶扣款**

11.1 The Bank is authorized to debit the Customer's account(s) for any amounts to be paid or incurred by the Customer for or in relation to any transaction under the Service.

11.1 客戶授權銀行得就任何客戶應付或產生之金額或有與本服務相關之任何交易金額進行扣款。

11.2 The Bank may from time to time impose a charge at its prevailing rate for the registration or use of the Service or any part thereof and debit the Customer's account(s) with the Bank, wherever situated, in the amount of such charge. Notwithstanding anything to the contrary in this Agreement or the Service Options Form, the Bank may, upon giving notice to the Customer, revise its charges at any time and from time to time.

11.2 銀行得隨時為登記或使用本服務全部或一部，依現行費率收取費用，並自客戶設於不論所在地為何處之銀行帳戶，就該數額進行扣款。儘管有與本契約或服務選項表格相抵觸，銀行只要通知客戶，即得隨時修正其收費。

11.3 Any goods and services tax, value-added tax, sales tax or any other similar taxes levied now or hereafter in relation to any Service or this Agreement shall be borne by the Customer and the Customer authorizes the Bank to debit the same from the Customer's account(s).

11.3 任何現在或未來發生與本服務或本契約相關之貨物稅、服務稅、增值稅、銷售稅或其他類似應被徵收之稅款，應由客戶負擔，且客戶授權銀行得自客戶的帳戶中扣除相等金額。

## 12. TERMINATION

### 12. 終止

12.1 This Agreement may be terminated by either party giving the other at least 30 days' prior written notice of its intention to terminate. Notwithstanding the foregoing, the Bank may terminate this Agreement immediately and without prior written notice should any of the following events occur;

- (a) the Customer fails to pay any amount due and payable to the Bank in the prescribed time and manner;
- (b) the Customer fails to observe or comply with or breaches any term or condition of this Agreement, or fails to comply with any procedure set out in any manuals provided to the Customer by the Bank;
- (c) proceedings are commenced against the Customer for its bankruptcy or winding up, the Customer is unable to pay its debts as they fall due or there is appointed a judicial manager, receiver, trustee or similar officer over all or a substantial part of the Customer's assets;
- (d) any event occurs which gives the Bank reasonable grounds for believing that the Customer may not be able to comply with its obligations hereunder; or
- (e) there occurs any change in the legal and/or economic conditions affecting the Bank's ability to provide the Service or any part thereof.

12.1 本契約之任何一方得於至少三十天前提出事前書面通知他方而終止本契約。儘管有前述規定，銀行在下列事件發生時，得立刻終止契約，且不需事前書面通知：

- (a) 客戶未能依照規定之時間及方法支付任何已到期而應支付予銀行之款項；
- (b) 客戶未遵守或未符合或違反本契約之任一條款或條件，或未遵守任一載明於銀行提供予客戶手冊中之程序；
- (c) 客戶破產或結束營業之程序開始、客戶無法償還其到期債務或客戶之全部或相當數量資產已指定給司法管理人員、接管人或受託人或其他類似人員管理；
- (d) 因任何事件發生使銀行有合理的理由相信客戶可能無法遵守其在本契約下之義務；  
或
- (e) 法律及/或經濟的情事變更，影響銀行提供本服務全部或一部的能力。

12.2 Upon termination, the Customer shall immediately return to the Bank all of the Bank's Property and any copies thereof and pay all amounts owed to the Bank pursuant to this Agreement. Termination shall not affect any rights or remedies which have accrued up to the date of termination nor will it affect any provision of this Agreement which is intended to survive the termination hereof (including, without limitation, Clauses 10.1 and 10.2).

12.2 契約一經終止，客戶應立刻返還所有銀行財產以及其所有備份予銀行，並支付依本契約積欠銀行之所有款項。契約之終止不影響終止前所有之權利或所累積至終止日應為之補償，也不影響終止後依然有效之契約條款（包括但不限於本契約第10.1條、第10.2條）。



- (a) 以信件送達時，在郵寄後第五個營業日（除了星期六、星期日以外，銀行於個別國家增補條款所特定有營業之日，下稱「營業日」）。
- (b) 以快遞送達時，實際送達之營業日；與
- (c) 在以傳真進行通知或通訊送達時，在傳送相關傳真之日後之次一營業日。

13.3 As a separate and independent obligation, the Customer shall fully indemnify and hold harmless the Bank from and against any and all claims, demands, losses, liabilities, damages, expenses (including, without limitation, legal fees on a full indemnity basis) and costs which the Bank may incur, sustain or suffer as a consequence of accepting and acting on any fax communications from the Customer. The Customer agrees to deliver to the Bank without delay the original of any fax communications and to indicate clearly that it is in confirmation of the fax. The Bank shall not be responsible for any duplication, losses, claims, liabilities, expenses and costs that may be incurred by the Customer's failure to mark the original communication as aforesaid. The Bank shall not be liable for any fax communication which is unauthorized or fraudulent.

13.3 客戶有單獨且獨立之義務避免銀行因接受或執行客戶任何傳真通訊而可能產生、承受或遭受任何/所有索賠、要求、損失、責任、損害、支出（包括但不限於因完全補償所需的律師費用）及成本，並應完全補償其損失。客戶同意無遲延地提供銀行傳真通訊之原本，並清楚表示其係確認傳真之用。銀行不就客戶未依上述規定就通訊原本為清楚標示所造成任何的複製、損失、索賠、法律責任、費用以及成本負責。銀行不就任何未經授權或詐欺之傳真通訊負法律上之責任。

13.4 Unless the context otherwise requires, the term "Agreement" shall be construed to include this Agreement as the same may from time to time be amended, supplemented or modified.

13.4 除非本契約另有規定外，“本契約”應被理解為包含本契約隨時被修訂、補充以及修正之部分。

13.5 This Agreement constitutes the entire agreement between the Bank and Customer and supercedes all other prior agreements and understanding between the parties concerning the Service. The Bank reserves the right at any time and from time to time to add to, amend, modify, supplement or vary any of the terms and conditions herein and such additions, amendments, modifications, supplements and variations shall be deemed to have effect as soon as notified to the Customer. If the Customer continues to use the Service after such notification, the Customer shall be deemed to have agreed to such additions, amendments, modifications, supplements and variations without reservation.

13.5 本契約於銀行與客戶間構成完整之合意，且取代雙方所有先前關於本服務之契約與協議。銀行保留在任何時候得隨時增加、修訂、修正、增補或變更任何條款與條件之權利，且所增加、修訂、修正、增補或變更之部分於通知客戶時被視為立刻生效。如客戶於前述通知後仍繼續使用本服務，視為客戶無保留地同意該增加、修訂、修正、增補或變更之部分。

13.6 Without prejudice to Clause 13.5, in addition to this Agreement, the Bank's prevailing terms relating to accounts, remittances and transfers, letters of credit, banker's guarantees, currency exchanges and other banking facilities shall apply and be binding on the Customer in relation to those facilities, notwithstanding that the Customer requests those banking facilities via the Service. In the case of inconsistencies between those terms and this Agreement, those terms will prevail.

13.6 在不影響本契約第13.5條之情況下，除本契約規定外，儘管客戶透過本服務要求相關銀行服務，客戶仍應適用銀行現有關於帳戶、匯款和轉帳、信用狀、銀行保證書、匯兌與其他銀行服務之條款，並應受其拘束。當前述條款與本契約相抵觸時，前述條款優先適用。

13.7 Headings used in this Agreement are for convenience only.

13.7 本契約所使用之標題僅供便利查閱使用。

13.8 Each of the terms of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remaining terms will not be affected.

13.8 本契約中的任一條款均可與其他條款分離，且當其中一個或數個條款無效、違法或不可執行時，其餘條款不受影響。

13.9 The Country Supplement annexed hereto forms an integral part of this Agreement and in relation to the provision of any aspect of the Service in the country(ies) specified in the Country Supplement, the terms of the Country Supplement shall be construed as amending or supplementing the terms of this Agreement. In the event of any inconsistency between this Agreement and the Country Supplement, the Country Supplement shall prevail. By signing this Agreement, the Customer shall be deemed to have agreed to the terms and conditions specified in the Country Supplement.

13.9 附錄之個別國家增補條款構成本契約整體之一部，且在個別國家增補條款中關於該特定國家提供本服務之條款，應解釋為本契約條款的修訂或增補。如個別國家增補條款與本契約有任何抵觸者，個別國家增補條款應優先適用。簽署本契約時，客戶應視為同意個別國家增補條款中所定之條款與條件。

13.10 This Agreement and each transaction made under the Service shall be governed by and construed in accordance with the laws of the country specified in the Country Supplement. The Customer hereby submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Country Supplement in relation to any dispute arising from or in connection with this Agreement and any such transaction.

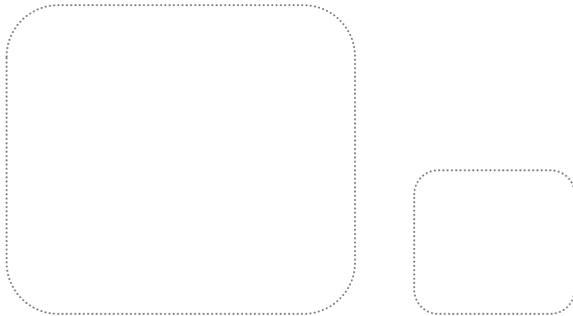
13.10 本契約及依本契約進行之各項交易應以個別國家增補條款所特定的國家之法律為準據。就本契約與任何此類交易所引起或相關之爭議，客戶同意個別國家增補條款中所特定法域之法院有非專屬管轄權。

**The Customer hereby confirms that the Bank has provided the Customer with a reasonable time of more than five (5) days for review of this Agreement (the Customer has brought back this Agreement 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 Agreement 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本契約（客戶於 年 月 日攜回審閱），且充分瞭解本契約之所有條款與條件並願意確實遵守。

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorised representatives as of the day and year first written above.**

本契約由雙方當事人之正式授權代表於前開日期簽署之，以昭信守。



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Customer's name 客戶名稱

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

(Designation 職稱)

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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)