

# **First Commercial Bank, Ltd., Guam Branch e-Banking Service Terms and Conditions**

## **第一銀行關島分行 第 e 金網網路銀行服務契約**

You must read these Terms and Conditions carefully before using The Internet Banking Services. By registering to use the Services, You shall be deemed to have accepted and be bound by all these Terms and Conditions.

貴客戶使用第一商業銀行關島分行網路銀行服務（「本服務」）前，請先詳閱下列服務契約，一經申請使用本服務，即表示貴客戶已接受下列所有條款，並同意遵守規定。

### **1. Services 服務**

- a. First Commercial Bank, Ltd., Guam Branch (the "Bank" which expression shall, where the context allows or requires, include its successors and assigns) shall provide subject to these Terms and Conditions Internet Banking services and facility from time to time (the "Services") through any Internet site established, operated and/or maintained by or on behalf of the Bank ("Internet Site") to enable customers (each a "Customer") to give instructions to and communicate with the Bank on-line for the purposes of conducting banking and other transactions and dealings of various nature and obtaining services, products, information, goods, benefits and privileges from the Bank and/or members of the First Commercial Bank.

第一商業銀行關島分行（以下簡稱「本行」，如文意允許或規定，亦包括本行之繼承人及承讓人）將根據本章則並透過任何由本行或他人代表本行建立、運作及／或維持之網際網路網站（「網際網路網站」），隨時提供網路銀行服務及設施，以便客戶向本行發出網路指示及與本行聯絡，以便進行銀行事務或其他任何性質的買賣交易，及獲取本行及／或第一商業銀行集團成員提供之服務、產品、資料、貨物、利益及優惠。

- b. The Services are offered only in jurisdictions where and when they may be lawfully offered. The Services and information relating to the Services are not intended for access or use by persons in other jurisdictions. Persons accessing these pages must be aware of and observe any applicable restrictions.

本服務僅會在其所屬司法管轄區內合法容許之情況下提供。本服務與本服務有關之資料並不擬提供予其他司法管轄區之人士使用。進入此等網頁之人士應留意並遵守任何適用之限制。

- c. As part of the Services, the Bank may make available via any Internet Site financial material, market or other information and data ("Information") supplied by any person (each an "Information Provider" which expression shall include any person who supplies any information to an Information Provider) and may provide reports compiled from Information in any form, medium or means ("Reports").

作為本服務之一部份，本行可透過任何網際網路網站提供由任何其他人士（「資料供應商」，亦包括向資料供應商提供資料之任何人士）提供之財務、市場或其他資料及數據（「資料」，及以任何形式、媒介或途徑，提供由資料編製之報告（「報告」）。

- d. The Bank has the right to determine and vary from time to time the scope and type of the Services to be made available including, without limitation:

本行有權決定並隨時修訂所提供之本服務範圍及類別，包括但不限於：

- i. expanding, modifying or reducing the Services at any time;  
隨時增加、修改或削減本服務；
- ii. imposing and varying any restrictions on the use of the Services such as minimum and maximum daily limits with respect to the value of any transaction or dealing or any type of transactions or dealings which the Customer may conduct by using the Services; and  
制訂或更改使用本服務之限制，例如客戶使用本服務進行任何買賣交易或任何類別之買賣交易之每日最高或最低交易限額；及
- iii. prescribing and changing the normal service hours during which the Services are available and any daily cut-off time for any type of Services or transactions. Any instruction of the Customer received by the Bank after any applicable daily cut-off time shall be deemed to be received on the next business day. The Bank may specify business day and daily cut-off time by reference to the time of various markets operating in different time-zones.  
指定及更改本服務之日常服務時間，以及任何服務類別或交易之每日截止時間。本行於適用之每日截止時間後接獲之任何客戶指示，將被視為於下一營業日收到。本行可根據不同時區之市場運作時間，指定本服務的營業日及每日截止時間。
- e. Subject to the foreign exchange market intense fluctuation, the Bank has the right to suspend the foreign exchange service.  
本服務倘遇外匯市場波動劇烈時，本行得視實際情形需要，暫停外匯服務。
- f. The Bank may require the Customer to nominate or register specific account(s) for the purposes of the Services.  
本行可要求客戶就使用本服務而指定或登記專用帳戶。

## 2. Governing Terms and Conditions

### 適用條款

The Services provide an additional means for the Customer to operate accounts, conduct transactions and dealings and obtain services, products, information, goods, benefits and privileges from the Bank and/or other members of the First Commercial Bank as shall be made available from time to time. Transactions and dealings affected by using the Services are subject to the Terms and Conditions addressed in this document, the Bank's Internet Banking Disclosures, "Personal Information Protection Act" and its related regulations in Taiwan, and Federal Reserve Bank's Regulation P for customer confidentiality. All other terms and conditions governing the relevant accounts, transactions, dealings, services, products, information, goods, benefits or privileges shall continue to apply but where there is any discrepancy, these Terms and Conditions shall prevail for the purposes of the Services.

本服務為客戶提供操作帳戶、進行買賣交易及獲取本行及／或第一商業銀行集團其他成員隨時提供之服務、產品、資料、貨物、利益及優惠之額外途徑。使用本服務而進行之買賣交易，須受本章則、本行之網路銀行揭露事項、臺灣「個人資料保護法」及其相關法令，及美國聯邦準備銀行所頒行 Regulation P 下的客戶保密規定所限制。所有其他有關帳戶、交易、買賣、服務、產品、資料、貨物、利益及優惠之條款仍將適用於本服務。然而，若當中出現任何歧異，使用本服務時將以本章則為準。

### 3. Use of the Services

#### 使用服務

- a. In the case of a natural-person Customer, the Services are for his sole and exclusive use. In the case of a non-natural-person Customer, the Customer shall nominate, according to such procedures as the Bank may prescribe, one or more individual(s) as shall be permitted by the Bank (including, where the Customer is a sole-proprietorship, the sole proprietor) to use the Services (the "Authorized Internet Banking User") and the Services shall be used by the Authorized Internet Banking User and not any other person.

倘屬個人客戶，本服務僅供該客戶專用。倘屬非個人客戶，則該客戶須按照本行所規定之程序指定一或數人(於客戶屬獨資型態時，包括該獨資經營者)使用本服務(「網路銀行指定使用人士」)，而本服務僅供網路銀行指定使用人士使用，任何其他人士概無權使用。

- b. To access the Services for the first time, the Customer and/or the Authorized Internet Banking User are required to register on-line or in such other manner as the Bank may from time to time specify and indicate their acceptance of all the terms and conditions governing the use of the Services and to provide such information as the Bank may reasonably specify for identifying the Customer and/or the Authorized Internet Banking User.

客戶及／或網路銀行指定使用人士使用本服務前，須首先在本行登記，或以其他本行隨時指定之方式登記，並表明接納使用本服務所須遵守之一切條款，客戶及／或網路銀行指定使用人士並須提供本行合理地指定作為識別客戶及／或網路銀行指定使用人士身份的資料。

- c. By registering to use the Services, the Customer and the Authorized Internet Banking User warrant that all information provided by them to the Bank in relation to the Services is true, complete and up-to-date.

一經登記使用本服務，客戶及／或網路銀行指定使用人士保證就本服務而提供予本行之所有資料，乃屬正確完整及最新的資料。

- d. The Customer and, where applicable, the Authorized Internet Banking User shall not use or knowingly allow any other person to use the Services, the Information and/or the Reports for or in connection with any illegal purpose or activity. The Customer and, where applicable, the Authorized Internet Banking User shall notify the Bank as soon as practicable if they become aware of such use.

客戶及(倘適用)網路銀行指定使用人士不得使用或在知情下容許任何其他人士使用本服務、資料及／或報告作任何非法目的或活動。客戶及(倘適用)網路銀行指定使用人士如察覺此等情況，應盡快通知本行。

- e. Any exchange rate, interest rate, dealing rate and other prices and information quoted by the Bank on the Internet Site(s) or otherwise in response to an on-line inquiry is for reference only and is not binding.

Any rate, price and information offered by the Bank for the purpose of the relevant transaction shall be binding on the Customer and, where applicable, the Authorized Internet Banking User upon their acceptance irrespective of any different rate, price or information quoted by the Bank.

本行為回覆網上查詢而透過網際網路網站或其他方式提供之任何匯率、利率、買賣報價或其他價格資料乃僅供參考之用，而不具任何約束力。儘管本行曾提供不同之利率、匯率、報價及資料，客戶及(倘適用)網路銀行指定使用人士一經接納本行就有關交易而提供之任何利率、匯率、報價及資料，即對其具有約束力。

- f. The Customer and, where applicable, the Authorized Internet Banking User acknowledge that there may be a time lag in transmission of instructions, information or communication via the Internet.

客戶及（倘適用）網路銀行指定使用人士承認經由網際網路傳送之指示、資料或通訊，可能會出現時差。

#### 4. User Name and Password

##### 使用者名稱及密碼

- a. The Customer or, in the case of a non-natural-person Customer, the Authorized Internet Banking User shall follow the guidance provided by the Bank on-line or otherwise in designating the user identification code (the "User Name") and the password (the "Password") for identifying him for the purposes of the Services.

客戶（倘屬非個人客戶，則為該客戶或網路銀行指定使用人士）須遵照本行於網路或以其他途徑提供之指引，選定使用者識別名稱（「使用者名稱」）及密碼（「密碼」），以便識別使用本服務者之身份。

- b. The Customer or, in the case of a non-natural-person Customer, the Authorized Internet Banking User may change the Password at any time but any change shall be effective only if accepted by the Bank. The User Name cannot be changed unless with the agreement of the Bank.

客戶（倘屬非個人客戶，則為該客戶或網路銀行指定使用人士）可隨時更改密碼，惟任何更改須於本行接納後方為有效。除得到本行同意外，不得更改使用者名稱。

- c. The Customer and, where applicable, the Authorized Internet Banking User shall act in good faith, exercise reasonable care and diligence in keeping the User Name and the Password in secrecy. At no time and under no circumstances shall the Customer or the Authorized Internet Banking User disclose the User Name and/or the Password to any other person.

客戶及（倘適用）網路銀行指定使用人士須以真誠行事，並採取合理措施將使用者名稱及密碼保密。無論任何時間或情況，客戶或網路銀行指定使用人士均不得將使用者名稱及／或密碼向其他人士披露。

- d. The Customer and, where applicable, the Authorized Internet Banking User shall be fully responsible for any accidental or unauthorized disclosure of the User Name and/or the Password to any other person and shall bear the risks of the User Name and/or the Password being used by unauthorized persons or for unauthorized purposes.

倘使用者名稱及／或密碼不慎或未經授權而為其他人士知悉，客戶及（倘適用）網路銀行指定使用人士須負全責。而使用者名稱及／或密碼被未經授權人士使用或被用作未經授權用途之風險，亦概由客戶及（倘適用）網路銀行指定使用人士承擔。

- e. Upon notice or suspicion of the User Name and/or the Password being disclosed to any unauthorized person or any unauthorized use of the Services being made, the Customer (or, in the case of a non-personal Customer, the Customer or the Authorized Internet Banking User) shall notify the Bank in person as soon as practicable or by telephone or in such other manner as the Bank may from time to time prescribe (and the Bank may ask the Customer to confirm in writing any details given) and, until the Bank's actual receipt of such notification, the Customer and, where applicable, the Authorized Internet Banking User shall remain responsible for any and all use of the Services by unauthorized persons or for unauthorized purposes.

客戶（倘屬非個人客戶，則為該客戶或網路銀行指定使用人士）如發現或懷疑使用者名稱及／或密碼為未經授權人士所知悉，或被用作未經授權用途，須盡快親自通知本行，或以電話或根據本行隨時指定之其他方式通知本行（本行可要求客戶以書面確認所提供之資料）。在本行實

際收到該等通知前，客戶及（倘適用）網路銀行指定使用人士須就任何及所有因未經授權人士使用本服務或作未經授權用途負責。

## 5. Instructions 指示

- a. The Customer or, in the case of a non-personal Customer, the Authorized Internet Banking User is required to quote the User Name and the Password in order to log-on to the Services and give instructions to the Bank on-line. Instructions in connection with the Services shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

客戶（倘屬非個人客戶，則為該客戶或網路銀行指定使用人士）於登入本服務及向本行發出網路指示前，須先鍵入使用者名稱及密碼。就本服務而發出之指示必須按本行隨時指定之方式進行及於本行實際收到後，始視為經由本行收妥。

- b. In the case of a non-personal Customer, the liabilities and obligations of the Customer and the Authorized Internet Banking User under these Terms and Conditions are joint and several and all transactions effected by the Bank pursuant to instructions received by the Bank shall be binding on the Customer and the Authorized Internet Banking User in all respects. The Customer and the Authorized Internet Banking User irrevocably authorize the Bank to effect debits and credits with the relevant accounts in accordance with instructions. The Customer and the Authorized Internet Banking User shall ensure that there are sufficient funds or pre-arranged credit available in the relevant Designated Account for the purpose of any instructions. The Bank shall not be liable for any consequence arising from or in connection with any instructions not carried out by the Bank due to insufficiency of funds and/or credit facilities. The Bank may, however, at its sole discretion carry out any instructions notwithstanding such insufficiency without prior approval from or notice to the Customer or the Authorized Internet Banking User and the Customer and the Authorized Internet Banking User shall be fully responsible for any overdraft, advance or debit created as a result.

倘屬非個人客戶，客戶及網路銀行指定使用人士須共同及個別承擔本章則所述之責任及義務，而本行根據所收到之指示進行之所有交易，於各方面對客戶及網路銀行指定使用人士均具約束力。客戶及網路銀行指定使用人士不可撤銷地授權本行按照指示於有關帳戶作出提存。客戶及網路銀行指定使用人士須確保有關指定帳戶具備充足款項或已作妥信貸安排以執行任何指示。本行不會就因存款及／或信貸額不足而未予執行任何指示所產生或與其有關之任何後果承擔責任。然而，在存款或信貸額不足之情況下，本行可全權酌情執行任何指示而毋須事先獲客戶或網路銀行指定使用人士同意或向彼等發出通知，而客戶及網路銀行指定使用人士須對因此而產生之任何透支、墊支或借項承擔全部責任。

- c. Any instruction given by quoting the User Name and the Password, once given, may not be rescinded or withdrawn without the consent of the Bank or the relevant member of the First Commercial Bank. All such instructions given, as understood and acted on by the Bank or the relevant member of the First Commercial Bank in good faith, shall be irrevocable and binding on the Customer and, where applicable, the Authorized Internet Banking User whether given by the Customer or the Authorized Internet Banking User or by any other person purporting to be the Customer or the Authorized Internet Banking User. The Bank and the relevant member of the First Commercial Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User Name and the Password.

任何提供使用者名稱及密碼之指示一經發出，如未得本行或相關之第一商業銀行集團成員同意，概不得廢除或撤回。所有此等已作出之指示，不論由客戶或網路銀行指定使用人士，或任

何聲稱為客戶或網路銀行指定使用人士之人士發出，如經本行或相關之第一商業銀行集團成員以真誠予以理解及執行後，即不可撤回且對客戶及（倘適用）網路銀行指定使用人士具有約束力。除核對使用者名稱及密碼外，本行及相關之第一商業銀行集團成員並無責任核證作出該等指示之人士之身份或授權，或此等授權之真確性。

- d. The Bank will only act on an instruction insofar as it is in the Bank's opinion practicable and reasonable to do so and in accordance with its regular business practices and procedures.

本行僅會執行其認為合理可行之指示，並將遵照其正常業務慣例及程序行事。

- e. Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by the Bank on-line. Such advice or confirmation shall be deemed to have been received by the Customer and, where applicable, the Authorized Internet Banking User immediately after transmission and it is the duty of the Customer and, where applicable, the Authorized Internet Banking User to check such advice or confirmation. It is also the duty of the Customer and, where applicable, the Authorized Internet Banking User to enquire with the Bank if an advice or confirmation is not received within the time usually required for a similar advice or confirmation to be received.

本行將在網路發出已收訖指示及／或已透過本服務執行交易之通知或確認。此等通知或確認一經傳送，即視為客戶及（倘適用）網路銀行指定使用人士已經收到，客戶及（倘適用）網路銀行指定使用人士須負責查核或確認該等通知。倘在收取同類通知或確認通常所需之時間內，尚未收到有關通知或確認，客戶及（倘適用）網路銀行指定使用人士有責任主動向本行查詢。

- f. Information relating to any account or transaction made available on the Internet Site(s) are for reference only. The Bank's records of such account and transaction and any use of the Services shall be conclusive unless and until the contrary is established.

於網際網路網站提供有關任何帳戶或交易之資料均僅供參考之用。除非能提出反證，否則概以本行對此等帳戶之交易以及任何使用本服務之紀錄為準。

- g. The Bank shall be entitled to effect any payment and to require the Customer and, where applicable, the Authorized Internet Banking User to effect any payment in any currency as the Bank may prescribe. Where a conversion of one currency into another currency is required, such conversion shall be effected at the rate determined by the Bank to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer and the Authorized Internet Banking User.

本行有權執行任何付款及要求客戶及（倘適用）網路銀行指定使用人士按本行所訂明之貨幣進行付款。倘需要將一種貨幣兌換為另一種貨幣，須按本行在當時有關外匯市場之當時匯率而釐訂之匯率進行，有關匯率對客戶及網路銀行指定使用人士而言，均屬確定無疑，並具有約束力。

## 6. Fees 費用

The Bank reserves the right to charge fees in relation to the use and/or termination of the Services and to revise such fees. The Bank shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer continues to maintain or use the Services on or after the effective date. Fees may be collected from the Customer in such manner and at such intervals as the Bank may specify.

本行保留可就使用及／或終止本服務而收取費用及調整此等收費之權利。本行可隨時釐訂任何

有關之收費，並於該等收費生效前向客戶發出合理通知。如客戶於生效日期或以後仍繼續使用本服務，此等收費即對客戶具有約束力。本行並將指定向客戶收取費用之方式及相隔期間。

## 7. Customer's Acknowledgements, Undertakings and Responsibilities

### 客戶之確認、承諾及責任

- a. The Customer and, where applicable, the Authorized Internet Banking User shall provide such information as the Bank may from time to time reasonably request for the purposes of providing the Services.  
客戶及（倘適用）網路銀行指定使用人士須提供本行為提供本服務即時而合理地要求之資料。
- b. The Customer and, where applicable, the Authorized Internet Banking User authorize the Bank to disclose and transfer information relating to the Customer, the Authorized Internet Banking User, their respective accounts and/or the transactions executed by the Bank on behalf of the Customer and/or the Authorized Internet Banking User to such person(s) as the Bank may be requested (whether or not compelled by law) to do so by any law, rules or regulations of any competent jurisdiction in which the Bank executes such transactions or any exchange, government or regulatory authority in such jurisdiction.  
客戶及（倘適用）網路銀行指定使用人士授權本行可根據本行執行交易所在之任何司法管轄區之任何法律、規則或規例，或該等司法管轄區之任何交易所、政府或監管機構之要求（不論是否在法律強制下），將有關客戶、網路銀行指定使用人士、彼等之帳戶戶口及／或本行代客戶及／或網路銀行指定使用人士執行之交易之一切資料，披露及轉移予任何人士。
- c. The Customer and, where applicable, the Authorized Internet Banking User shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Services or any Internet Site or any software comprised in them.  
客戶及（倘適用）網路銀行指定使用人士不得或不可試圖解構、還原、翻譯、轉換、改編、改動、更改、添加、增添、刪改或以任何方式干擾或進入本服務之任何部份或任何網際網路或電話系統及當中組成之任何軟體。
- d. The Customer and, where applicable, the Authorized Internet Banking User acknowledge that it is their responsibility to determine independently market prices and rates for trading purposes through their usual trading channels, to verify any Information and/or Report before relying or acting on it and to seek independent professional advice on legal, tax and other issues in connection with the use of the Services, the Information and the Reports, these Terms and Conditions and any transactions and dealings which may affect them under all applicable laws.  
客戶及（倘適用）網路銀行指定使用人士確認有責任自行透過其慣常之買賣管道，獨立決定買賣之市價及利率或匯率；並有責任在依賴任何資料及／或報告或據此行事前，自行予以核證。彼等亦有責任就使用本服務、資料及報告、本章則及進行之任何買賣交易在所有適用法律下對客戶可能產生之影響，尋求法律、稅務及其他方面的獨立專業意見。
- e. In addition to the other provisions in this Clause 7, in the case of a non-natural-person Customer :  
除第 7 條之其他規定外，倘屬非個人客戶：
  - i. The Customer and the Authorized Internet Banking User shall, at the request of the Bank, execute such forms and/or documents, provide such information and perform such acts as the Bank may consider necessary or expedient in connection with the provision of the Services and the performance,

exercise and preservation of its obligations, powers and rights under these Terms and Conditions.

就本行提供本服務、履行、行使及保持本章則所述之責任、權力及權利，本行可要求客戶及網路銀行指定使用人士簽署本行認為必須或適宜之任何表格及／或文件，提供任何資料及履行有關行為。

- ii. The Customer acknowledges that, subject to any daily limits or other restrictions which may be imposed by the Customer and/or the Bank in using the Services, the Authorized Internet Banking User may give instructions to operate any and all of the Designated Accounts in any manner as he thinks fit (including, without limitation, withdrawing and/or transferring funds from the Designated Accounts to himself and/or any other persons whether or not for his own use and benefit). The Customer authorizes the Bank to carry out all instructions in accordance with these Terms and Conditions and confirms that the Bank is not under any duty to verify the propriety or integrity of any instructions.

客戶確認，在客戶及／或本行所設定使用本服務之任何每日限額或其他限制之規限下，網路銀行指定使用人士可發出指示，以其認為適當之任何方式操作任何及所有指定帳戶（包括但不限於自指定帳戶中提取及／或轉撥款項予其本身及／或任何其他人士，不論是否供其本身使用及為其利益）。客戶授權本行按照本章則執行所有指示，並確認本行並無責任核證任何指示是否恰當或正確。

- iii. It is the Customer's responsibility to take appropriate measures to monitor and control the use of the Services from time to time, the appointment and change of the Authorized Internet Banking User and the Designated Accounts, and to adopt proper safeguards against the Services being used by unauthorized persons or for unauthorized purposes including, without limitation, prescribing daily maximum limits or other restrictions on the amounts which the Authorized Internet Banking User may debit, withdraw or transfer from the Designated Accounts.

客戶有責任採取適當措施，隨時監察及控制本服務之使用，委任及更改網路銀行指定使用人士及指定帳戶，以及採取適當安全措施以防止本服務被未獲授權人士使用或被用作未經授權之用途，包括（但不限於）就網路銀行指定使用人士可於指定帳戶扣除、提取或轉撥之款項設定每日最高限額或其他限制。

- iv. By designating any Designated Account, the Customer authorizes the Authorized Internet Banking User to operate singly such account by using the Services (but not by any other means), in each case irrespective of any contrary provision or arrangement for operating such account (including any transaction limit) currently applicable to such account. For the avoidance of doubt, any such contrary provision or arrangement shall be deemed to be amended to the extent necessary to give effect to this Clause 7(e) (IV).

客戶可指定任何帳戶，授權網路銀行指定使用人士透過使用本服務（而不得透過任何其他方式）單獨操作該等帳戶，不論現時就操作此等帳戶（包括任何交易限額）有任何適用之相反條文或協議。為避免疑慮，任何該等相反條文或協議應被視作修訂至可使本章第 7 (e) (iv) 項條文具有效力。

- v. The Customer warrants that it has full power and authority to accept these Terms and Conditions and perform its obligations hereunder and that all necessary corporate or administrative action has been taken to authorize acceptance of these Terms and Conditions, performance of its obligations and use of the Services. The Customer further warrants that such acceptance; performance and use shall not contravene or conflict with any provision of its constitutional documents.

客戶保證其擁有全部權力及權限以接納本章則及履行本章則所述之責任，亦保證已採取一切必須之公司或行政措施就接納本章則履行其責任及使用本服務作出授權。客戶進一步保證該



等接納、履行及使用與其公司組織文件之任何規定並無抵觸或衝突。

## 8. Intellectual Property, Information and Information Providers

### 智慧財產權、資料及資料供應商

- a. The Customer and, where applicable, the Authorized Internet Banking User acknowledge and agree that the Services, the Information, the Reports and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are trade secrets and confidential and proprietary property of the Bank and the respective Information Providers.

客戶及（倘適用）網路銀行指定使用人士承認及同意本服務、資料、報告及其形式、格式、模式或編製之方式、選擇、配置、展示及表達方式（統稱「保密資料」），均屬本行及有關資料供應商之商業秘密、機密及所有權財產。

- b. Unless expressly permitted by these Terms and Conditions, the Customer and, where applicable, the Authorized Internet Banking User shall not, and shall not attempt to:

除本章則另有明文許可外，客戶及（倘適用）網路銀行指定使用人士不得及不可試圖：

- i. sell, transfer, disclose, assign, convey, lease, sub-license, share, loan, distribute, transmit, broadcast, cablecast, put in circulation, download, reproduce, duplicate or otherwise provide or disseminate any Confidential Information in any form or by any means to any other person or commercially exploit any Confidential Information;

出售、轉讓、披露、轉達、出讓、批租、分租、分享、借出、分派、傳輸、廣播、電纜廣播、傳閱、下載、複製、複印，或在其他情況下以任何方式及任何方法向任何其他人士提供或發放任何保密資料，或將任何保密資料作商業用途；

- ii. remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Confidential Information including, without limitation, any trademark or copyright notice; or  
將保密資料上顯示之任何所有權標記（包括但不限於任何商標或版權通告）移除、塗改、擦去、遷移或更改；或

- iii. incorporate or combine the Confidential Information with any other program.

將保密資料與任何其他程式結合或合併。

- c. The restrictions on disclosure shall not apply to any Confidential Information :

以下之披露限制並不適用於任何保密資料：

- i. where its disclosure is compelled by law but only to the extent required by law; or

法律強制規定之披露，惟只限於法律規定之範圍；或

- ii. where only after written consent to disclose has been given by the Customer or the Authorized Internet Banking User to the Bank; or

在客戶或網路銀行指定使用人士向本行發出要求披露之書面通知後；或

- iii. where the Bank has expressly agreed in writing to its disclosure

本行已書面明確同意有關之披露。

- d. The Customer and, where applicable, the Authorized Internet Banking User agree that all right, title and interest in and relating to the Confidential Information and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of the Bank and the respective Information Providers. No right, title or interest other than the right to access the Services, the Information and the Reports subject to these Terms and Condition is conveyed or transferred to the Customer or the Authorized Internet Banking User. The Customer and, where applicable, the Authorized Internet Banking User shall not make any representation or do any act which may be taken to indicate that the Customer or the Authorized Internet Banking User has any such right, title or interest.

客戶及（倘適用）網路銀行指定使用人士同意有關保密資料之一切權利、所有權及權益，以及任何及所有有關版權、專利權、商標、服務標記、所有權財產、商業秘密及專有作品，均屬本行及有關資料供應商之獨家財產。此等權利、所有權或權益（除根據本章則使用本服務、資料及報告外）均不得轉移或轉讓予客戶或網路銀行指定使用人士。客戶及（倘適用）網路銀行指定使用人士亦不得作出顯示其持有任何此等權利、所有權或權益之任何聲明或作為。

- e. An Information Provider may impose from time to time terms and conditions in relation to the availability of any Information supplied by it. Access to such Information by the Customer and, where applicable, the Authorized Internet Banking User on or after the effective date, subject to prior notification, of such terms and conditions shall constitute acceptance of such terms and conditions by the Customer and the Authorized Internet Banking User.

資料供應商可就其提供之任何資料隨時制訂有關之條款，並將事先通知該等條款之生效日期。客戶及（倘適用）網路銀行指定使用人士於條款生效當日或之後使用該等資料，即表示客戶及網路銀行指定使用人士接納該等條款。

- f. The Information and the Reports are made available for reference only and are not intended for trading or other purposes. Neither the Bank nor any Information Provider shall be considered an investment adviser to the Customer and, where applicable, the Authorized Internet Banking User.

網際網路網站之資料及報告僅供參考之用，並不擬用作買賣或其他用途。本行或任何資料供應商均不應視為客戶及（倘適用）網路銀行指定使用人士之投資顧問。

- g. Neither the Bank nor any Information Provider warrants, represents or guarantees the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any of the Information or the Reports or whether it is fit for any purpose. Nor does either of them assume any liability (whether in tort or contract or otherwise) for any reliance on the Information or the Reports by the Customer, the Authorized Internet Banking User or any other person.

本行或任何資料供應商對任何資料或報告之次序、準確性、真確性、可靠性、充裕程度、時間性或完整性，或其是否適宜作任何用途概不作出保證、聲明或擔保，亦不會就客戶、網路銀行指定使用人士或任何其他人士，因依賴資料或報告而承擔任何法律責任（不論為侵權或合約或其他方面）。

- h. The Information will be made available as it is supplied and identifying the Information Provider directly supplying it to the Bank. The Bank neither endorses or expresses any comment on any Information supplied by any Information Provider nor assumes any duty to check or verify any Information.

資料將按其供應時之形式提供，並列明直接提供資料予本行之資料供應商名稱。本行不會就任何資料供應商提供之資料註明或表示任何意見，亦無責任對有關資料進行檢查或核證。

- i. No warranty, representation or guarantee of any kind relating to the Services, the Information and/or the Reports is given or may be implied and no employee or agent of the Bank or any Information Provider is authorized to give any such warranty, representation or guarantee.

本行不會就本服務、資料及／或報告之提供或暗示作任何保證、聲明或擔保。本行之僱員或代理人或資料供應商亦未獲授權發出任何保證、聲明或擔保。

- j. The information of the customer will be out-sourced to the Bank's Information Technology Division in Taiwan for processing. The Bank will ensure safety measures of the Information Technology Division to comply with the rules of customer information confidentiality and have precaution measures for the protection of customer information confidentiality and completeness.

客戶資料將委由台灣第一商業銀行資訊處做處理，本行將確保資訊處備有安全管控措施，以確保能遵守客戶資料保密的規定，並設有防範措施保障客戶資料的機密及完整性。

## 9. Liabilities of the Bank

### 本行之責任

- a. The Bank will take reasonably practicable steps to ensure that its systems in connection with the Services are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

本行將根據適用於本行之任何法律、規則、規例、指引、通告、應用守則及現行市場習慣，採取合理可行之步驟，以確保與本服務有關之系統已裝置足夠之保安設施，並於系統運作時，對有關風險予以監控。

- b. None of the Bank, any member of the First Commercial Bank or any Information Provider warrants or represents that the Services, the Information and the Reports are free from virus or other destructive features which may adversely affect the hardware, software or equipment of the Customer and, where applicable, the Authorized Internet Banking User.

本行、任何第一商業銀行集團成員或任何資料供應商，概不保證或聲明本服務、資料及報告不含有任何對客戶及（倘適用）網路銀行指定使用人士之硬件、軟件或設備造成不利影響之病毒或其他破壞性程式。

- c. Unless Clause 10(b) applies or due to the gross negligence or willful default of the Bank, any member of the First Commercial Bank or their respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the First Commercial Bank assumes any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with :

除非引用第 10 (b) 項條文，或由於本行、任何第一商業銀行集團成員、其各自之職員或僱員之嚴重疏忽或故意失責所引致（有關之賠償僅限由此直接引致之合理可預見損失及損害（如有），或有關之交易金額（以較低者為準）），本行或任何第一商業銀行集團成員概不會就由以下所引致之後果，而向客戶或任何其他人士承擔任何法律責任：

- i. use of the Services and/or access to any information as a result of such use by the Customer (or, in the case of a non-natural-person Customer, the Authorized Internet Banking User) or any other person whether or not authorized;

由客戶（或倘屬非個人客戶，則網路銀行指定使用人士）或任何其他不論是否獲授權之人士使用本服務及／或取得任何資料；

- ii. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services or in connecting with the Internet Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and

在提供本服務、傳送與本服務有關之指示或資料或與網際網路網站連線時因任何行為、遺漏或本行所能合理控制範圍以外之情況，包括但不限於通訊網路失靈、提供服務之第三者之作為或不作為、機械故障、電力故障、失靈、操作故障、干擾或設備、裝置或設施不足、或因任何法律、規則、守則、指令、監管指引或政府命令（不論是否具法律效力）而出現任何干擾、截取、中斷、延誤、損失、無法提供資料、毀壞或其他故障；及

- iii. transmission and/or storage of any information and/or data relating to the Customer, the Authorized Internet Banking User, the Services and/or transactions or dealings conducted by the Customer and/or the Authorized Internet Banking User pursuant to the Services through or in any system, equipment or instrument of any communication network provider.

透過任何通訊網絡供應商之系統、設備或儀器傳送及／或儲存任何與客戶、網路銀行指定使用人士、本服務及／或客戶及／或網路銀行指定使用人士依據本服務進行買賣交易有關之資料及／或數據。

- d. In no event shall the Bank, any member of the First Commercial Bank or any Information Provider be liable to the Customer, the Authorized Internet Banking User or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

在任何情況下，本行、任何第一商業銀行集團成員或任何資料供應商，概毋須對客戶、網路銀行指定使用人士或任何其他人士，就任何偶發性、間接、特殊或相應損害負責，包括但不限於有關使用、收入、利潤或儲蓄方面之任何損失負責。

## **10. Liabilities of the Customer**

### **客戶之責任**

- a. Unless Clause 10(b) applies, the Customer and, where applicable, the Authorized Internet Banking User shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any Information or Report or any other information as a result of such use by the Customer, the Authorized Internet Banking User or any other person whether or not authorized.

除非引用第 10 (b) 項條文，否則因客戶、網路銀行指定使用人士或任何其他人士（不論是否獲得授權）使用本服務，及／或因使用本服務取得任何資料或報告或任何其他資料而引致之後果，概由客戶及（倘適用）網路銀行指定使用人士全部承擔。

- b. Subject to Clause 4(e) and if, in the reasonable opinion of the Bank, there is no negligence, fraud or fault on the part of the Customer and, where applicable, the Authorized Internet Banking User, the Customer and the Authorized Internet Banking User shall not be liable for loss or misplacement of funds caused by unauthorized transactions conducted through the use of the Services as a result of :

根據第 4 (e) 項條文之限制，及本行合理地認為客戶及（倘適用）網路銀行指定使用人士並無疏忽、欺詐或錯失，則客戶及網路銀行指定使用人士毋須就下述原因引致本服務被未經授權交易而產生損失或資金錯置負責：

- i. a computer crime which should have been prevented by the risks control and management measures had the Bank adopted such measures in accordance with Clause 9(a);

若本行採納第 9 (a) 項條文之風險監控措施而能避免之電腦罪行

- ii. a human or system error of the Bank; or

本行之人為或系統失誤；或

- iii. a missed or mis-directed payment caused by the gross negligence or willful default of the Bank, its officers or employees.

因本行、本行之職員或僱員之故意或重大過失而導致之未有付款或錯誤付款。

- c. The Customer shall, and in the case of a non-natural-person Customer the Customer and the Authorized Internet Banking User shall jointly and severally, indemnify the Bank, any member of the First Commercial Bank, any Information Provider and their respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the Information and/or the Reports or the exercise or preservation of the Bank's powers and rights under these Terms and Conditions, unless due to the gross negligence or willful default of the Bank, any member of the First Commercial Bank, any Information Provider or their respective officers or employees or unless Clause 10(b) applies.

除非引用第 10 (b) 項條文，或由於本行、任何第一商業銀行集團成員、任何資料供應商及其各自之職員或僱員之故意或重大過失所引致，否則客戶須承擔（及倘屬非個人客戶，則客戶及網路銀行指定使用人士須共同及個別承擔）賠償本行、任何第一商業銀行集團成員、任何資料供應商及其各自職員及僱員因提供服務、資料及／或報告，或行使或維持本行在本章則下賦予之權力及權利所招致之任何法律行動或訴訟，而承受之一切法律責任、索償、要求、損失、損害賠償、訟費、任何形式之費用及開支（包括但不限於按全數彌償基準支付之法律費用）。

## 11. Variation and Termination

### 修改與終止

- a. The Bank may, at any time, without giving notice or reason suspend or terminate all or any of the Services or their use by the Customer and, where applicable, the Authorized Internet Banking User.

本行可隨時暫停或終止所有或任何服務或客戶及（倘適用）網路銀行指定使用人士之使用權，而毋須給予通知或理由。

- b. The Customer may terminate the use of the Services at any time by giving to the Bank not less than five working days' prior written notice.

客戶可向本行發出不少於五個工作日之事先書面通知，而隨時終止使用本服務。

- c. All provisions of these Terms and Conditions which in order to give effect to their meaning need to survive the suspension or termination of the Services and/or the use of the Services shall remain in full force and effect after suspension or termination including, without limitation, Clauses 3(b), 4, 7, 8, 9 and

10. Notwithstanding such suspension or termination, the Customer and, where applicable, the Authorized Internet Banking User shall continue to be bound by these Terms and Conditions to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

為使本章則之所有規定之涵義有效，本章則之所有條款在暫停或終止本服務及／或使用本服務時仍然有效，並且於有關之暫停或終止後仍具十足效力及作用，包括但不限於第3(b)、4、7、8、9及10項條文。儘管有此等暫停或終止，只要本章則仍與客戶及（倘適用）網路銀行指定使用人士仍須履行之任何義務或法律責任有關，客戶及（倘適用）網路銀行指定使用人士將仍須繼續受本章則約束。

## 12. Set-off and Lien

### 抵銷及留置權

- a. The Bank may, at any time and without notice, apply any credit balance in any currency on any account of the Customer and, where applicable, any account of the Authorized Internet Banking User, whether in the name of the Customer or the Authorized Internet Banking User or in the names of the Customer or the Authorized Internet Banking User and any other person, in or towards satisfaction of any indebtedness owed by the Customer or the Authorized Internet Banking User to the Bank under these Terms and Conditions in whatever capacity and whether actual or contingent or whether owed solely by the Customer or the Authorized Internet Banking User or by the Customer or the Authorized Internet Banking User and any other person.

本行可隨時及毋須另行通知下，動用客戶之任何帳戶及（倘適用）網路銀行指定使用人士之任何帳戶（不論以客戶或網路銀行指定使用人士之名義，或以客戶或網路銀行指定使用人士及任何其他人士之名義開立）中任何貨幣之任何貸方結餘，作為償還客戶或網路銀行指定使用人士根據本章則欠付本行之任何債項（不論以任何身份及屬實際或或然債項，亦不論是客戶或網路銀行指定使用人士本身虧欠，或是客戶或網路銀行指定使用人士連同任何其他人士虧欠）。

- b. The Bank shall be entitled to exercise a lien over all property of the Customer and, where applicable, the Authorized Internet Banking User which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business, with power for the Bank to sell such property to satisfy such indebtedness owed by the Customer or the Authorized Internet Banking User to the Bank.

本行有權行使留置權扣留客戶及（倘適用）網路銀行指定使用人士存放於本行或由本行持有或控制之所有資產，（不論本行是否在一般銀行業務運作下，或其他理由接受客戶及（倘適用）用以償還客戶或網路銀行指定使用人士虧欠本行之債項。

## 13. Amendments

### 修訂

The Bank may revise these Terms and Conditions and/or introduce additional terms and conditions at any time and from time to time. Any revision and/or addition to these Terms and Conditions shall become effective subject to the Bank giving reasonable notice to the Customer and, where applicable the Customer has appointed Authorized Internet Banking User, to the Customer and/or, the Authorized Internet Banking User, the notice of which may be given by posting it on the Internet Site(s) or by display, advertisement or other means as the Bank thinks fit, and shall be binding on the Customer and, where applicable, the Authorized Internet Banking User if they continue to maintain or use the Services on or after the effective date of variation. Where the a non-personal Customer is requested by the Bank to confirm acceptance of any revision and/or addition to these Terms and Conditions, the Bank is authorized and instructed by the Customer to accept the confirmation given by the Authorized Internet Banking User on

behalf of the Customer and the Customer shall be bound accordingly.

本行可隨時修訂本章則及／或加入額外條文。本章則之任何修訂及／或增補在本行向客戶，如客戶有委任網路銀行指定使用人士，則向客戶及／或網路銀行指定使用人士，發出合理通知，而有關通知可在網際網路網站發佈，或按照本行認為合適之方式展示、公告或刊登即生效力。倘客戶及（倘適用）網路銀行指定使用人士在修訂生效當日或之後繼續維持或使用本服務，則有關修訂將對彼等具有約束力。若本行要求客戶確認接受本章則之任何修訂及／或加入之額外條文，客戶授權及指示本行可接受網路銀行指定使用人士代表客戶確認接受有關之修訂，而客戶亦須因此而受到約束。

## **14. Communication 通訊**

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.

本行可隨時根據本章則就發出各類通知訂明其通知之形式（不論為書面通知或其他方式）及通訊模式。

- b. Communications delivered personally, sent by post, facsimile transmission, telex or e-mail shall be deemed to have been received by the Customer (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Customer to the Bank, (where sent by post) 48 hours after posting if such address is in the United States and ten days after posting if such address is outside the United States or (where sent by facsimile transmission, telex or e-mail) immediately after transmitting to the facsimile or telex number or e-mail address last notified in writing by the Customer to the Bank. Communications sent by the Customer to the Bank shall be treated as delivered to the Bank on the day of actual receipt.

凡由專人交付、以郵遞、傳真、電傳或電郵發送之通訊，在以專人交付客戶（專人送遞）時，或留交於客戶最新向本行以書面通知之地址，即視為已送達；如以郵遞寄發，如地址位於美國境內者，則在投遞48小時後視為已送達；如地址位於美國境外者，則在投遞十日後視作為已送達；又或以傳真、電傳或電郵方式送遞，則在發送至客戶最新通知本行之傳真或電傳號碼或電郵地址後即視為已送達。由客戶向本行發出之所有通訊，須在本行實際收到時方視為送達。

## **15. Severability 條文之獨立性**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

本章則之各項條文均為獨立及可予分割，如在任何時間，上述任何一項或以上之條文根據任何司法管轄區之法律在任何方面屬無效或不可強制執行，餘下條文之有效性、合法性及可強制執行性，在任何方面均不得受到影響或損害。

## **16. Waiver 豁免**

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and

Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

本行於行使本章則賦予之權利、權力及補償權時之任何作為、延遲或遺漏，均不得影響其後或進一步行使該項權利、權力或補償權。本章則賦予之權利及補救措施可予累積行使，及不會與法律規定之任何權利及補救措施排斥。

## 17. REMITTANCE

### 匯款

- a. To the extent permitted by law, we are not liable to any delay or failure in executing remittance instructions for you. No undertaking or warranty is given as to when Correspondent Agent will pay the remitted amount to the beneficiary under a remittance. Further, we accept no liability for any delay in or failure for paying the sum remitted to the beneficiary by our correspondent bank(s).

於法律容許的範圍內，本行毋須因延誤或未能執行匯款指示承擔責任。本行對業務代理何時解付匯款予收款人不作任何保證及承諾。此外，本行毋須因業務代理延誤或未能解付匯款予收款人承擔責任。

- b. Unless otherwise agreed between you and us in writing, a remittance will be made in the currency of the country to which the remittance sum is to be remitted. A reasonable charge will be deducted from the remitted sum by Correspondent Agent prior to making payment to the beneficiary.

除非本行與客戶另有書面協議，匯款將按解付地的貨款解付。存匯行將於解付予收款人前從匯款中扣除合理費用。

## 18. Miscellaneous

### 其他事項

- a. Where the Designated Account in question is a joint account, references in these Terms and Conditions to "Customer" shall be deemed to mean all and each of the joint account holders. All the Customers shall be bound by these Terms and Conditions and be jointly and severally liable for all the transactions and dealings effected by using the Services.

若有關指定帳戶為聯名帳戶，本章則所述之「客戶」，乃指所有及每一聯名帳戶持有人。所有客戶均受本章則約束，並就使用本服務進行之買賣交易負連帶責任。

- b. In these Terms and Conditions :

在本章則中：

- i. references to a "Personal Customer" mean a private individual who maintains an account with, or receives other services from, the Bank in his personal capacity;

「個人客戶」指以個人身份在本行開立帳戶或獲得本行其他服務之個別人士；

- ii. references to a "Non-personal Customer" mean a Customer other than a personal Customer and include a sole proprietorship, a partnership, a corporation, a statutory body or authority;

「非個人客戶」指並非個人客戶之客戶，包括獨資企業、合夥經營公司、法人團體、法定組織或機構；

- iii. references to a "Customer", in the case of a sole proprietorship, mean the sole proprietor and, in the case of a partnership, mean each of the present and future partners of the partnership; and include in



the case of a corporation, its lawful successor and, in the other cases, any personal representative or lawful successor of the personal Customer, the sole proprietor or each partner of the partnership;

「客戶」如屬獨資企業，乃指所有人；如屬合夥經營，則指合夥經營中現時及日後加入之合夥人；倘屬法人團體，則包括其合法承繼人，在其他情況，則包括個人客戶、所有人或合夥經營公司各合夥人之任何遺產代理人或合法承繼人；

- iv. references to a "Transaction" mean any transfer, withdrawal, deposit, transaction, dealing or act effected by the Bank pursuant to or as a result of an instruction given to the Bank by the Customer or, in the case of a non-personal Customer, by the Authorized Internet Banking User (whether for himself or on behalf of the Customer);

「交易」指本行按照或因應客戶或（倘屬非個人客戶）網路銀行指定使用人士（不論其本身或代表客戶）向本行發出之指示而進行之任何轉撥、提取、存入、交易、買賣或行動；

- v. references to a "Designated Account", means all accounts registered and/or accessible under the Services and in the case of a non-personal Customer, include any account (whether in the name of the Customer or the Authorized Internet Banking User);

「指定帳戶」指所有已登記及／或可使用本服務之帳戶，如屬非個人客戶，包括客戶（不論以客戶或網路銀行指定使用人士之名義）指定以使用本服務之任何帳戶；

- vi. references to "Person" include an individual, firm, company, corporation and an unincorporated body of persons.

「人士」指包括個人、商號、公司、法人團體及非法人團體性質之組織。

- c. The Bank may appoint any person as its agent (including any debt collection agency or solicitor) to collect any or all indebtedness owed by the Customer and, where applicable, the Authorized Internet Banking User to the Bank and the Customer and the Authorized Internet Banking User shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by the Bank for that purpose on each occasion.

本行可委任任何人士為代理（包括任何債務追討代理或律師）以追討客戶及（倘適用）網路銀行指定使用人士所欠付本行之任何或所有債項，而客戶及網路銀行指定使用人士須承擔本行因此而合理產生之所有合理費用及開支。

- d. The Customer and, where applicable, the Authorized Internet Banking User acknowledge and agree that all personal data relating to them may be used and disclosed for such purposes and to such persons in accordance with the Bank's general policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions.

客戶及（倘適用）網路銀行指定使用人士承認及同意，本行可按照聲明、通告、通知或章則所載本行就個人資料使用及披露之一般政策，向任何人士披露有關彼等之所有個人資料作有關政策所述之用途。

## 19. Governing Law and Jurisdiction

### 準據法及司法管轄權

- a. The Services and these Terms and Conditions shall be governed by and construed in accordance with the laws of the United States.

本服務及本章則之準據法為美國法，並須按其詮釋。

- b. Each of the Bank, the Customer and, where applicable, the Authorized Internet Banking User submits to the non-exclusive jurisdiction of the Courts of California but these Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

本行、客戶及（倘適用）網路銀行指定使用人士均同意接受加州法院行使非專屬司法管轄權，惟本章則亦可在任何擁有司法管轄權之法院強制執行。

## **20. Governing Version**

### **適用文本**

The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English version and the Chinese version.

本章則之英文本與中文譯本文義如有歧異，概以英文本為準。