

Fubon Business Online Service Agreement

Taipei Fubon Commercial Bank, Singapore Branch-台北富邦商業銀行，新加坡分行
Fubon Business Online Service Agreement (the “Agreement”)-富邦商務網服務約定書(本約定書)

Article 1 Use of the Agreement and Terms and Conditions

第一條 本章則及條款的使用

This Agreement applies to Fubon Business Online Service (“FBO,” or the “Service”) which Taipei Fubon Commercial Bank, Singapore Branch (“Fubon,” or “We”) provides to its corporate Applicants (each a “Applicant,” or “You”).

本章則適用於本銀行向申請人提供的富邦商務網服務。惟透過有關富邦商務網服務進行的交易與買賣，亦須受本銀行所有其他規管有關帳戶、交易、買賣、服務、產品、資料或貨品的條款所限制。如有關係款與本章則有任何抵觸，則須以前者為準。

Article 2 Definition and Interpretation

第二條 本章則及條款的使用

2.1 In this Agreement, unless the context otherwise requires:

在本章則及條款中，除文義需要不同釋義外，下列名詞均具以下含義：

“Administrator Password” “管理者密碼”	means the password that Fubon will provide to the Enterprise Administrator which will be activated upon Fubon’s receipt of the Applicant’s acknowledgment letter. 指由本銀行向企業管理者提供之密碼，此密碼需於本銀行收到申請人寄回之正本富邦商務網設備簽收回執聯後方得啟用。
“Application Form” “申請書”	means the application form issued by Fubon for purposes of applying for the Service. 指台北富邦商業銀行股份有限公司新加坡分行所制定申請富邦商務網服務之申請書。
“Authorised Payer Account,” or “Account” “帳戶”	means each account which Applicant opens and holds with Fubon, including credit ceiling and overdraft accounts, which, upon Fubon’s authorisation, may be accessed by Applicant or Applicant’s Authorised Company via the Service. 指申請人在本銀行開立之所有帳戶(包括信貸限額及透支信貸)，該等帳戶經本銀行不時指定可以由申請人或受授權之集團企業通過富邦商務網服務而獲得連接取用。
Authorised Company “被授權之集團企業”	means the company authorised by the Applicant to use the Service on behalf of the Applicant, as described in the Application Form. 指申請人透過申請書授權指定之集團企業，該集團企業代表申請人使用本服務。
“Business Day” “營業日”	means a day (other than a Saturday, Sunday or a public holiday) on which Fubon is open for business. 是指在新加坡分行所在地對公眾開放營業的日子(星期六及日除外)。
“Certification Authority” “核證機構”	means an institution designated by Fubon that issues the Digital Certificate under the Public Key Infrastructure (“PKI”), which is responsible for issuing and withdrawing through a reliable system an approved and accepted Digital Certificate. 是由銀行指定的第三方頒發憑證機構，依公開金鑰基礎建設(以下簡稱“公鑰基建”)，負責使用穩靠系統發出、撤回及利用公開儲存庫公佈已認可及接受之憑證，作為在網上進行穩妥的身份辨識。
“Collector” “領取人持有人”	Means the person who collects the Facilities and Activation Form (including the certificate password letter, Digital Certificate, OTP and card reader). 是指富邦商務網設備簽收回執聯之領取人持有人，該設備包含數位憑證密碼函、數位憑證晶片卡、動態密碼晶片卡及讀卡機等。
“Applicant,” or “You” “申請人”	means Fubon’s customer who has opened an Account at Fubon and successfully applied for the Service. 指已在本銀行開立帳戶並成功申請富邦商務網服務之本銀行客戶。
“Digital Certificate” or “Certificate” “數位憑證”	means electronic message signed digitally by a Certification Authority. This is a digital proof of the Applicant’s identity which is accepted by Fubon to be used for Transactions via the Service. 指由核證機構所發行載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證

Fubon Business Online Service Agreement

	明。並為本銀行所接受使用於經網路銀行服務作出之交易。
“Digital Signature” “數位憑證簽署”	means an electronic identification with a digital sound, symbol or otherwise attached or logically tagged to Instructions submitted by Applicant to ensure accuracy and authenticity of Applicant’s identity. 指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者，以確認申請人身份及交易內容正確無誤之電子形式證明。
“Fubon,” or “We” “本銀行”	means Taipei Fubon Commercial Bank, Singapore Branch and may also include Fubon’s successor and assign if the circumstance permits. 指台北富邦商業銀行股份有限公司新加坡分行。在適用情況下亦包括本銀行的承繼人及承讓人。
“Fubon Business Online Service,” “FBO” or the “Service” “富邦商務網服務”	means the banking services or facilities provided by Fubon or third-parties designated by Fubon to enable Applicant to issue an Instruction to Fubon and communicate with Fubon, including for inquiry, funds transfers, withdrawals, deposits, or other transactional services through digital or electronic media, including without limitation to the Internet and the Website. 指本銀行及其委派的其他服務供應商不時提供或將提供給申請人的銀行服務或設施，使申請人可以透過電子或電訊媒介(包括通過使用互動電視、電腦、機器、終端機或任何其他電子或電訊器材，包括但不只限於互聯網、流動電話或聯機網站)，發指示給本銀行及與本銀行聯絡，以進行查詢、轉帳、提款、存入存款、匯款或其他交易。
“General User Password” “密碼”	means the password created by the Administrator to access the Service. 指由系統管理進行設定並提供予使用者操作，以獲授權使用企業富邦商務網服務。
“Information” “資訊”	means information, news, report, message or material in any form provided via FBO or the Website, whether upon any Instruction or not, including without limitation to text, image, audio encoding, computer program, software and database, as well as any exchange rate, interest rate, and calculated amount, such as monthly repayment under mortgage loan. 指不論是否依據任何指示而透過富邦商務網服務或網站提供之任何形式之資料、新聞、報告、訊息或材料，包括但不限於文字、影像、聲音編碼、電腦程式、軟件及資料庫，以及任何匯率、利率、價格及計算金額(例如按揭貸款之每月還款額)。
“Information Supplier” “資訊供應商”	means a Person that supplies Information and shall refer to any and all Persons that provide any Information to the Information Supplier. 指提供資訊的人士，此名詞包括所有提供任何資料予資訊供應商的人士。
“Instruction” “指示”	means any instruction given through the Service or the Website in the manner in effect at any time as designated by Fubon. 指根據本銀行不時生效之指定方法，透過網站及或富邦商務網服務而作出之任何指示。
“One Time Password,” or “OTP” “動態密碼”	means the password that is generated by an OTP reader through special algorithm in the form of a unique combination of digits that is not repeated and has no synchronisation problem. One Time Password(以下簡稱 OTP)；OTP 其運作模式是由(OTP 讀卡機)內部晶片透過特殊演算法計算出一組動態密碼，每一組數字都是唯一的，不會重覆使用而且沒有任何同步上的問題。OTP 僅提供企業使用主內部授權之安全控管解決方案，並非下達電子轉帳或交易指示，電子轉帳或交易指示仍須藉由核證機構進行或其他經由主管機關同意之交易。
“Person” “人士”	includes any individual, sole proprietor, partnership, corporation (body corporate or unincorporated) and non-composite organisation. 包括個人、獨資商號、合夥商號、公司(不論構成法人團體與否)及非組合性質的組織。
“PKI PIN” “PKI 個人識別碼”	means the personal identification number used to unlock the Digital Certificate and generate a Digital Signature. 指用於解鎖數位憑證和生成數位簽章的個人識別號碼。
“Private Key” “私密金鑰”	means part of the paired digital data retained by the signatory which is used for producing a Digital Signature. 係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。

Fubon Business Online Service Agreement

<p>“Public Key” “公開金鑰”</p>	<p>means part of the paired digital data available to the public, which is used to verify the signatory’s identity. 係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。</p>
<p>“Security Credentials” “安全認證資訊”</p>	<p>means the security elements used to identify Applicant, or Applicant’s authorized representative, when accessing Applicant’s Accounts and the Service and may include security devices, Account numbers, personal identification numbers (PINs), Card numbers, User IDs, password, tokens, and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time-to-time. 指用於識別申請人或申請人的授權代表人於使用本行帳戶及富邦商務網服務時的認證資訊，包含但不限於安全設備、帳號、個人識別號碼、卡號、用戶 ID、密碼、載具及安全提示問答。安全認證資訊可由本行提供或由申請人指定，並可隨時更新。</p>
<p>“Service Hours” “服務時間”</p>	<p>means the business hours from 09:00 a.m. to 03:30 p.m. Pacific Standard Time on a Business Day except otherwise notified and arranged by Fubon or suspension of services regard to the public holidays announcement from the government. 指本銀行在營業日的營業時間，由上午九時至下午三時三十分止，除非本銀行另作通知及安排或因政府公告休假期間而須暫停提供服務。</p>
<p>“Enterprise Administrator” “企業管理者”</p>	<p>means a Person appointed and engaged by the Applicant to be responsible for managing and supervising the Applicant’s use of the Service, as described in Article 4 of the Agreement. 指申請人於申請書中指定及委任的人士，該名人士負責替申請人就其使用本銀行富邦商務網服務作出管理及監控，包括替申請人收取及管理密碼；委任、罷免及更改任何人士為一般使用者(下稱「一般使用者」)以接達本銀行富邦商務網服務及代申請人發出指示；建立及存備一般使用者資料檔案；為所有一般使用者建立及存備一般使用者的權限；把申請人在本銀行的任何帳戶豁除作任何本銀行富邦商務網服務用途。</p>
<p>“Transaction” “交易”</p>	<p>means a transaction originated by Fubon as instructed by Applicant in an Instruction, which may result in a debit to an Account. 指本銀行依據或由於一項指示而完成之一宗交易。</p>
<p>“Token” “載具”</p>	<p>Refers to the media for storing the Digital Certificate, such as a chip card. 指儲存憑證的媒體，如晶片卡等。</p>
<p>“Website” “網站”</p>	<p>means the website Fubon designates for providing the Service, being https://fbo.fubon.com/ as may be amended, supplemented or replaced in Fubon’s sole discretion from time to time. 指由本銀行指定作為提供「富邦商務網服務」的網站，網址為 https://fbo.fubon.com/，本行得隨時修改、補充或更換。</p>
<p>“Electronic Message” “電子訊息”</p>	<p>means the message transmitted by Fubon or Applicant via computer or network connection. 指本銀行或申請人經由電腦及網路連線傳遞之訊息。</p>

- 2.2 The headings in this Agreement are solely for convenience and ease of reference and shall not be taken into consideration in interpreting the terms and condition hereof.
標題僅為方便參考之用，解釋本章則及條款時不應加以考慮。
- 2.3 References to Clauses and Paragraphs are references to clauses and paragraphs in these Terms.
於本章則中，凡提及條款及條件，即指本章則內的條款及條件。
- 2.4 References to these Terms or any other documents shall, except where otherwise expressly provided, include references to these Terms or such other documents as amended, extended, novated, replaced, supplemented and/or substituted from time to time and/or any document which amends, extends, novates, replaces, supplements and/or substitutes these Terms or any such other documents.
在本章則所指條款及條件或其他文件，除非另有明確規定，均視作包括對本章則內的條款及條件或其他文件的不時加以任何方式修訂、延展、代替、取代及/或補充的版本及就本章則及條款條件或其他文件不時進行修訂、延展、代替、取代及/或補充的文件。

Fubon Business Online Service Agreement

- 2.5 Words importing a gender include every gender.
在本章則中，提到任何性別應包括男女及中性。
- 2.6 In this Agreement, words importing the singular include the plural and vice versa.
在本章則中，任何意指單數之字眼包含眾數意思，反之亦然。
- 2.7 In interpreting this Agreement, a general term following the word “other” must not be interpreted restrictively because its preceding word imports a certain type of action, issue or matter, and no general term must be interpreted restrictively because of an example used to interpret its meaning.
在詮釋本章則時：用於「其他」一詞之後之一般字眼，不會因前置字眼意指某一類型之行動、事宜或事項而令其意思受到局限；及一般字眼不會因闡釋其含意之例子，而令其意思受到局限。

Article 3 Access to Fubon Business Online Service 第三條 富邦商務網服務

- 3.1 When applying for FBO, Applicant shall (i) personally visit Fubon’s office premises with the Application Form, relevant identification information and document required by Fubon, or (ii) request a mail application, or (iii) other designed Application by Fubon. The Applicant’s Application shall be deemed accepted and this Agreement shall take effect, at the time that Fubon issues an Administrator Password to Applicant. Upon receipt of the Administrator Password, Applicant shall sign and remit the acknowledgement of receipt to Fubon, as instructed, before the Service will be activated. If Applicant fails to sign and remit the acknowledgement of receipt within [14] working days after receiving an Administrator Password, Fubon shall have the right to cancel the Service without further notice.
申請人申請使用富邦商務網服務應憑申請書、身份證明文件及原留印鑑或申請人親簽至本銀行辦理或申請人申請郵寄辦理或依本銀行指定之方式辦理並領取管理者密碼函。申請人的申請會在本銀行發出密碼後被視為接納而本服務協議正式生效。申請人需簽收並交回簽收回覆函給本銀行確認已收取密碼方能啟用富邦商務網服務。申請人未能於領取管理者密碼函後[14]個工作日內簽回回覆函，本銀行有權取消本項服務，而不須另行通知。
- 3.2 If Applicant loses an Administrator Password, Applicant may initiate a termination request with Fubon. A new application for an Administrator Password should be filed if Applicant wishes to re-apply for use of the Service. Applicant must notify Fubon immediately if it reasonably believes there has been a breach of security or unauthorised use of the Administrator Password. Once Fubon has been notified by the Applicant, Fubon will as soon as reasonably practicable terminate the compromised Administrator Password and use reasonable endeavours to stop the processing of outstanding instructions originated from the Administrator Password. Fubon may, at any time, terminate Applicant’s access to the Website or Applicant use of the Service, or any aspect thereof, at its discretion. Notwithstanding the foregoing, the Applicant remains responsible for all Instructions and transactions which were made prior to receipt of any notice of termination of compromised Administrator Password.
申請人遺忘管理者密碼時，得向本銀行辦理終止使用手續，如欲繼續使用時，須重新申請。若申請人合理懷疑管理者密碼發生違反安全性，或未經授權被擅自使用，應立即通知本行。一旦本銀行接獲申請人通知，將在合理可行的情況下，盡快終止管理者密碼，並採取合理措施停止處理來自管理者密碼的操作指示。本銀行得酌情隨時逕行終止申請人登入富邦商務網或使用本項服務。儘管有上述規定，申請人仍然對本銀行收到任何終止管理者密碼通知前的指示和交易負責。
- 3.3 If Applicant enters the Administrator Password incorrectly successively for the number of times as specified in the Account, or when closing Account(s), Fubon will automatically terminate the Service.
申請人輸入密碼錯誤連續達規定次數或結清銷戶時，本銀行將自動終止富邦商務網服務。
- 3.4 After successfully applying for the Service and receiving an Administrator Password, Applicant must register

Fubon Business Online Service Agreement

online or otherwise complete the registration as specified by Fubon at any time. By registering for the Service, Applicant agrees to (i) be bound by all the terms and conditions required for use of the Service and (ii) provide any information required by Fubon to identify Applicant. By registering and activating the Service, Applicant represents that all information provided to Fubon is true, accurate, and complete and the most current information.

申請人成功申請富邦商務網服務及獲發密碼後須在網上作啓用登記，或以本銀行不時指定的其他方式登記，並表明會接納使用富邦商務網服務所需遵守的一切條款，以及提供由本銀行合理指定用作辨識申請人身分的資料。申請人一經登記啓用富邦商務網服務，即表示申請人保證就富邦商務網服務向本銀行所提供的資料，均為真確完整及最新的資料。

- 3.5 Applicant agrees that Fubon may at any time alter or amend the Service, or establish or modify any restrictions on use of the Service, including but not limited Limits on Daily Transferred Amount based on the value or type of Transaction, or restrict the Service Hours, vary the frequency or manner of use of the Services or suspension or termination of the Service. Notwithstanding the above, Fubon shall endeavour to notify Applicants of such alteration or amendment via the Website and as require by applicable law.

申請人同意本銀行可不時修訂或增減富邦商務網服務的範圍，制訂或修改使用此服務的任何限制(例如根據申請人使用此服務進行的任何交易或買賣的價值或類別所定的每日最低及最高交易限額；或對富邦商務網服務任何部分之服務時間加以限制；或改變富邦商務網服務的頻率或使用方式及對其之暫停及或終止)。儘管如此，本銀行應透過網站及適用法律所要求之方式通知申請人此類變更或修改。

- 3.6 Applicant may use the Service only during Service Hours. Fubon may at any time alter or amend the Service Hours or daily deadlines for Transactions. Fubon may specify the Business Days and Service Hours of the Service by referring to the hours of operation of markets in different time zones. An Instruction not issued or Transaction not completed during the Service Hours specified by Fubon for any reason, within or beyond the control of Fubon, will be processed on the next Business Day, and Fubon shall not be liable for any loss, damage or expense incurred and Applicant shall not make any claim for compensation from Fubon in such circumstance. Fubon may refrain from carrying out such data or Instructions without notice to the Applicant if such data or Instructions cannot be feasibly and reasonably processed (as determined by Fubon in its discretion).

申請人只可在本銀行指定的服務時間內，方可使用富邦商務網服務。本銀行有權修改此服務的範圍及類別，包括但不限於指定並更改富邦商務網服務的日常工作時間，以及每項交易的每日截止時間。本銀行可參照位於不同時區的其他市場運作時間，以指定富邦商務網服務的營業日及每日截止時間。因任何緣故(不論是否在本銀行控制範圍內)未能在本銀行指定的服務時間內完成的指示或交易，將在下一個營業日處理，本銀行對發生的任何損失、損害或費用概不負責，申請人並不能因此向本銀行要求任何賠償。若本銀行判斷相關資料或交易指示無法被可行且合理地處理，本銀行得逕行執行此類資料或交易指示而無須通知申請人。

- 3.7 Applicant may issue an Instruction for Fubon to initiate a Transaction from an Account; provided, however, that the Account shall have sufficient funds to execute the Transaction, or Applicant shall make necessary arrangements to fund the Account, or Applicant's Instruction may, at the discretion of Fubon, not be accepted by Fubon.

申請人可透過本銀行提供的富邦商務網服務在其指定的帳戶辦理轉帳或支付交易，但其指定帳戶須存有足夠款項，本銀行才會受理其轉帳或支付交易指示。

- 3.8 Applicant is responsible for making sure that it and each Enterprise Administrator:

申請人有責任確保自身和每個企業管理者：

- A. follow Fubon's instructions in connection with the Account(s) and Service(s) and comply with all applicable laws; and

Fubon Business Online Service Agreement

遵守本銀行有關帳戶和服務的指示，並遵守所有適用的法律。

- B. give Fubon all information and help it may need for it to comply with its obligations under all applicable laws in any matter relating to the Account(s) and the Service(s).

提供本銀行所有資訊，並協助本銀行履行其適用法律規定有關帳戶和服務的任何事項的義務。

- 3.9 Applicant is solely responsible for all use of the Administrator Password whether by the Applicant or the Enterprise Administrator, and for any acts or omissions during such use.
不論是由申請人或企業管理者使用，申請人對所有管理者密碼的使用及在使用過程中的任何作為或不作為負全部責任。
- 3.10 In requesting a foreign exchange transaction using the Service, Applicant shall ensure to have sufficient funds available in the designated foreign currency account from which funds are to be transferred. Applicant shall be solely responsible for any consequence of failure of a foreign exchange transaction due to insufficient funds in the designated foreign currency account. By originating a funds transfer from a designated foreign currency Account, Applicant agrees that Fubon may deduct any surcharge related to the foreign exchange transaction directly from Applicant's designated foreign currency account. Such authorisation is granted by Applicant to Fubon and shall be irrevocable.
申請人利用富邦商務網辦理外匯業務，自當確保外幣帳戶該取款幣別之存款，若發生存款餘額不足扣款不成功而無法順利執行外匯作業時，其後果由申請人自行負責。申請人辦理外匯匯出匯款服務時，同意本銀行逕自申請人原匯出匯款指定帳戶扣取匯款手續費。該權力由申請人授予本銀行，並不得撤銷。
- 3.11 In no circumstance shall Fubon be responsible or liable for any Transaction or error attributable to Applicant's failure to provide sufficient or accurate Instructions.
本銀行毋須對由於申請人未能提供或輸入足夠或準確之資料，擬經富邦商務網服務完成之交易，所引致之交易或錯誤，負上任何責任或義務。
- 3.12 Applicant understands that the Service is provided for Applicant's convenience as additional method by with Applicant may request a Transaction and is not intended to replace or supersede any other method. If the Service is unavailable for any reason, within or beyond the control of Fubon, Applicant shall have no claim for any compensation from Fubon, and Applicant may request a Transaction with Fubon in other manners, such as visiting a teller at the branch. If Applicant is aware of any problem involving the Service, Applicant shall promptly notify Fubon.
申請人明白富邦商務網服務乃本銀行為方便申請人而增設之服務，並沒取代其他方法之意。若富邦商務網服務因任何緣故(不論是否在本銀行控制範圍之內)不能提供服務時，申請人並無任何向本銀行要求賠償之權利，且只能採用其他方法(例如以臨櫃方式)與本銀行進行交易。若申請人發現富邦商務網服務出現任何問題，須盡快與本銀行聯絡及商議應變方法。
- 3.13 Fubon shall disregard any instruction from, or refuse to provide or allow Applicant or any Enterprise Administrator to use any Account(s) or Service(s) if:
在下列情況下，本銀行將不接受任何指示或拒絕提供或允許申請人或任何企業管理者使用任何帳戶或服務：
- A. Applicant's identity or the identity of any Enterprise Administrator cannot be verified to Fubon's satisfaction;
申請人的身份或任何企業管理者的身份無法通過本銀行驗證；
- B. Fubon is of the opinion that the instruction is inconsistent, incomplete, incorrect, misleading, unclear or conflicting or if Fubon reasonably believes or suspects that the instruction is unauthorised,

Fubon Business Online Service Agreement

fraudulent or forged;

本銀行認為該指示不一致、不完整、不正確、誤導、不清楚或衝突，或者本銀行合理相信或懷疑該指非是未經授權、欺詐或偽造的；

- C. the form or content of the instruction does not comply with the requirements, policies or practices Fubon requires for instructions from time to time;
該指示的形式或內容不符合本銀行不時對於指示的要求、政策或做法；
- D. the instruction is not given in accordance with the Application Form or appears to conflict with another instruction from a Enterprise Administrator;
該指示未依申請書提出，或疑似與企業管理者的另一項指示衝突；
- E. it is unreasonable and impracticable to do so or it is against Fubon's business practice, policy or procedure or any applicable law or requirement of any authority, or if it results in an Account being overdrawn; or
該指示是不合理與不能實行的，或者違反本銀行的業務執行、政策或程序或任何適用的法律或主管機關要求，或者可能導致帳戶透支；
- F. if Applicant or the Enterprise Administrator has not provided Fubon with all documents and information it requires.
當申請人或企業管理者沒有提供本銀行所有必要文件和資訊。

3.14 Notwithstanding the above, Fubon may:

儘管如此，本銀行：

- A. act on any instruction it believes in good faith has been given by the Applicant or any Enterprise Administrator according to the Application Form;
依據申請書執行申請人或任何企業管理者本著誠信做出的任何指示；
- B. act on incomplete or unclear instructions if it reasonably believes that it can correct the information without referring to the Applicant or any Enterprise Administrator. Otherwise, Fubon may refuse to act on incomplete or unclear instructions;
若合理相信在不知會申請人或任何企業管理者的情況下可以更正資料，仍會執行不完整或不清楚的指示。否則本銀行將拒絕執行不完整或不清楚的指示；
- C. if Fubon receives conflicting or multiple instructions, determine the order of acting without referring to the Applicant or any Enterprise Administrator;
當本銀行接獲衝突或多個指示時，將在不知會申請人或任何企業管理者的情況下自行決定執行順序；
- D. from time to time specify additional conditions for accepting instructions;
不時指定接受指示的附加條件；
- E. at any time change or implement new security procedures or features it may think are necessary; or
隨時更改或實施認為有必要的新安全措施或功能；
- F. require the Applicant or any Enterprise Administrator to confirm any instruction in any manner it think is necessary.
必要時要求申請人或任何企業管理者確認任何指示。

3.15 Any and all accounts or facilities provided by Fubon Business Online Service shall be subject to the terms and conditions of applicable agreements, account authorisation, and "Service Conditions" on the Applicant

Fubon Business Online Service Agreement

guidelines and handbook, which may be supplemented, amended, replaced or superseded at any time.

Applicant confirms the terms and conditions hereof may not restrict any terms or conditions specified in the Service Conditions.

透過富邦商務網服務提供的各種帳戶或設施，須受不時補充、修訂或替代的各別適用的合約章則及條款、帳戶委託書及申請人指引與手冊"服務條件"規範。申請人確認本章則及條款的內容，不得限制服務條件中列明的任何特定條款。

- 3.16 An Information Supplier may at any time establish terms and conditions on any Information it provides. By continuing to use such Information on or after the effective date of such terms and conditions, Applicant accepts such terms and conditions established by the Information Supplier.

資訊供應商可不時就其所提供的任何資訊訂立條款及條件。申請人於上述條款及條件之生效日期或之後繼續使用該等資訊，即表示申請人接受此等條款及條件。

- 3.17 Advance Requests:

代客預約取消：

- A. When an Advance Request is submitted by Applicant, Fubon will review and verify the validity of Applicant's Digital Certificate and Digital Signature before accepting such an Advance Request.
於申請預約轉帳當時，經本銀行檢核數位憑證簽署之有效性後，本銀行即受理該筆轉帳交易之預約；申請人對於預約轉帳交易之指示，可於本銀行進行轉帳前一營業日服務截止時間內，憑數位憑證簽署取消之。
- B. Applicant shall be deemed to have notice of completion of the Advance Request when the Transaction is posted to Applicant's Account. Fubon will not issue a separate notice concerning the Advance Request.
申請人應於預約轉帳當日自行查詢轉帳處理結果，本銀行不負預約轉帳結果之通知責任。
- C. Applicant may cancel an Advance Request by the end of Service Hours of the Business Day immediately prior to the Advance Request Date. Applicant may cancel an Advance Request in any manner permitted by Fubon. Applicant agrees in the event an Advance Request cannot be cancelled by Applicant due to a system failure or other force majeure event, Applicant shall issue a written notice or otherwise notify Fubon in the manner acceptable to Fubon prior to the Advance Request Date.
申請人同意嗣後如因系統或其餘不可抗拒因素導致無法自行取消富邦商務網預約交易，申請人應事先另以書面或經本銀行認可之方式通知本銀行，否則，本銀行將執行預約交易。
- D. If an Advance Request is not processed due to the failure of Fubon's computer system, Fubon will promptly notify Applicant of contingency measures. In such circumstances, Applicant may request that Fubon cancels the Advance Request in writing, and Fubon may at its discretion and upon notice to the Applicant cancel an Advance Request.
如因本銀行系統電腦系統故障導致預約轉帳無法處理時，本銀行會盡快通知申請人，商討應變方法，本銀行得於將當日之預約轉帳交易取消，申請人絕無異議；申請人同意授權本銀代為執行富邦商務網之作業，若因此對申請人、本銀行或第三人造成任何錯誤或損失，本銀行毋須承擔任何責任(法律另有規定者除外)。

- 3.18 The Applicant agrees to abide by the following rules regarding the control of the transfer amount limit:

關於轉帳額度(含檔案傳輸類服務之線上扣款)控管，申請人同意遵守下列規定辦理：

- A. The daily transfer limit is calculated based on the total amount of debit amount (including the debit amount generated from each transaction instruction, except for the Applicant's own transfer between accounts in the same name with the Bank, and electronic instructions) of all accounts of the Applicant

Fubon Business Online Service Agreement

in the Bank for Fubon Business Online transactions.

當日轉帳限額係依申請人於本行名下所有帳戶於富邦商務網交易之扣帳金額(包含各交易指示所產生之扣帳金額,但申請人於本行同名帳戶間之自行轉帳及電子指示除外)累計計算。

- B. The maximum cumulative transfer limit for the same Applicant on the same day shall be agreed between the Applicant and the Bank, and shall be based on the contents of the application form registered by the Bank.

同一申請人當日累計最高轉帳總限額,由申請人與本銀行約定,並依經貴行登錄之申請書所載內容為準。

- C. Applicants may agree with the Bank on the maximum transfer limit for a single certificate according to the certificate serial numbers of different certificates. However, the transfer limit of a single certificate and the total daily transfer limit of all certificates shall not exceed the total transfer limit of the Applicant on that day.

申請人可依不同數碼簽署之數碼簽署序號與本銀行約定每日最高轉帳限額,惟單張數碼簽署轉帳限額及各數碼簽署加總之每日轉帳限額不得高於該申請人當日轉帳總限額。

- D. If the Applicant authorizes a group enterprise (i.e. the authorized person) to execute the transaction on behalf of the Applicant with the certificate of the authorized person, the Applicant agrees that the transfer limit on that day will be limited to the transfer limit agreed between the authorized person and the Bank. If the authorized person also executes transactions on behalf of other authorizers, all transactions between the authorizer and the authorized person will be counted toward the same-day transfer amount limit of the authorized person. The provisions of the preceding paragraph shall apply even if the authorized person has multiple certificates.

申請人如授權集團企業(即被授權人)以被授權人之憑證代為執行交易,申請人同意當日轉帳限額悉依被授權人與貴行約定之轉帳限額為限,如被授權人亦有代其他授權人執行交易者,所有授權人與被授權人之交易均一併計入被授權人當日轉帳金額控管,被授權人如有多個憑證,亦適用前款之規定。

- 3.19 Applicant agrees that a funds transfer may be processed through SWIFT. Applicant authorises Fubon or Fubon's correspondent bank to use any foreign correspondent banks as paying bank or intermediary bank. In no circumstance shall Fubon be liable for any negligence or error caused by a correspondent bank, whether or not such bank is designated by Applicant or Fubon. Any and all postal service and wire transfer costs and fees charged by a paying bank or intermediary bank arising from or in connection with Fubon's effort to assist in tracking or investigate a funds transfer, upon Applicant's request, shall be borne by Applicant, and Fubon may request the payment of a partial amount before proceeding with the work.

申請人辦理外匯匯出匯款業務同意採用 SWIFT 電匯方式辦理,並授權本銀行或本銀行之通匯行,得以任何國外通匯銀行為解款銀行或轉匯銀行,如因新加坡以外解款銀行或轉款銀行所致誤失,不論該行係由申請人或本銀行所指定,本銀行均不負任何責任,本銀行如應申請人之請求協助辦理追蹤、查誤,其所需之郵電費用及國外銀行收取之費用概由申請人負責,本銀行並得要求先付部份款項,再行辦理。

- 3.20 Applicant agrees that, unless otherwise provided by applicable law, Fubon shall not be liable for a delayed funds transfer or non-delivery of funds to a destination, paying bank, or recipient due to the malfunction of wire transfer equipment or lines, or poor transmission or receipt of telegraph, causing an omission, illegibility, incomplete text or other errors in the telegraph, or other event not attributable to Fubon. Applicant shall be responsible for any and all postal service and wire transfer costs and fees charged by a paying bank or intermediary bank arising from or in connection Fubon's effort to assist in reporting loss or in requesting refund of the handling fees charged by the intermediary bank, upon Applicant's request, for any of the above

Fubon Business Online Service Agreement

reasons.

申請人同意倘電報匯款於發送電文時，因電訊設備、線路等故障，或因電報發送或接受情況不良導致電文內容有跳行、模糊不清、不全或其他錯誤；或因其他非可歸責於本銀行之事由，致令匯款遲延送達付款地或解款行或收款人，或匯款不能送達時，本銀行均不負任何責任(法律另有規定者除外)。如因上列原因需辦理掛失或退匯轉匯手續費經申請人請求本銀行協助辦理時，其所需之郵電費用及國外銀行收取之費用均由申請人負擔。

- 3.21 Applicant acknowledges that mechanisms of funds transfer differ in different countries and different banks. When processing remittance received from payer, some other banks may only check the account number before releasing the money without verifying the accuracy of the account name. Applicant hereby agrees to be solely responsible for the inaccuracy of the beneficiary's account number of the payment for any loss may occur.

申請人了解並同意由於各國或地區或個別銀行對於國外匯入款解款作業方式不一，有部份銀行解付款項時，不需人工檢視戶名與帳號是否相符即可入帳，申請人應確實查證所填寫之國外受款人帳號正確無誤，以避免遭受損失。

- 3.22 Applicant agrees that the recipient of a funds transfer shall be solely responsible for any costs or fees deducted from the funds transfer by the paying bank or any intermediary bank according to the local banking practice.

申請人同意本匯款於新加坡以外銀行解款或轉匯時，其依當地銀行慣例由解款行或轉匯行自匯款金額內扣取之費用，概由收款人負擔，申請人絕無異議。

- 3.23 Fubon shall have no responsibility to inform Applicant about the regulation of remittance services regulated by local law or other restrictions governed by the jurisdiction and Applicant shall gather relevant information itself. Fubon shall not be responsible for any loss or delay due to the restrictions as mentioned.

申請人應自行查詢有關收款國當地法律或規例所實施之外匯管制或其他類似限制，而有關該等法律或規例本銀行並無知會申請人之責任，亦毋須就匯款因該等管制及限制而引致之任何損失或延誤承擔責任。

- 3.24 Fubon shall make the payment in the currency as the universal currency in the beneficiary country if Applicant does not make any further instructions.

如申請人並無提出相反之指示，貴行得安排匯款以收款國之通用貨幣支付。

- 3.25 When using the foreign exchange service provided by Fubon, if any further application must be made in writing, Applicant shall promptly visit Fubon's branch where the account is opened and complete the process as required.

申請人使用本銀行所提供之外匯服務，如依規定須再為書面處理時，申請人當儘速至本銀行開戶單位補充完成。

- 3.26 Applicant agrees that the date of a funds transfer in the currency prior to conversion shall be the date when Fubon issues the telegraph and the effective date of the funds transfer shall be determined according to Fubon's policy.

申請人同意原幣匯出匯款之匯款日為本銀行發送電文日期，匯出款生效日悉依本銀行作業規定辦理。海外匯款一般會由申請日起計3-5個工作天到達目的地。款項一經匯出，本銀行並不會因代理銀行導致的延誤(例如當地銀行假期、法律條例監控之要求)而負上責任。

- 3.27 If the beneficiary does not open an account in Fubon's local branches or Fubon's correspondent banks, any delay may occur depending on the remittance mechanism in local banks. Fubon shall not be responsible for any loss caused by such delay.

如收款人並無在本銀行於收款地區或國家內之代理行持有帳戶，匯款或會因該種情況而延遲支付，但

Fubon Business Online Service Agreement

延後之程度則視乎當地之銀行收支系統或收款人之銀行所採用之收款情節而定。倘因該延誤而引致任何損失，則本銀行毋須負任何責任。

- 3.28 Fubon shall refund or cancel the remittance according to Applicant's request only if Fubon has received confirmation of cancellation from the correspondents. If funds have already been converted into foreign currencies by Fubon or Fubon's correspondents, Fubon shall make refund on the basis of the exchange rate of the published buying rate on the day of refund. Applicant shall be liable for all expenses that may occur due to the refund.

本銀行可按照申請人之要求退回或取消匯款，但必須等候接到本銀行之代理行通知及證實匯款確已取消時，方能作實。如款項已由本銀行或本銀行之代理行折算為外國貨幣，本銀行則可將實際退回之款項按照本銀行退款當日之買入價折算退給申請人。申請人必須負擔本銀行或本銀行之代理行所有因此筆退款而引起之一切費用。

Article 4 Authorisation and Modification 第四條 授權與修定

- 4.1 When Applicant desires to appoint a Enterprise Administrator, it is required to notify Fubon in writing and provide Fubon with the Enterprise Administrator's particulars and specimen signature(s) together with all other information as prescribed by Fubon.

當申請人希望指定企業管理者時，需要書面通知本銀行，並向本銀行提供企業管理者的詳細資料和簽樣以及本銀行規定的其他資訊。

- 4.2 Applicant must appoint and authorise a Enterprise Administrator with the following powers and authorisations:

使用本銀行富邦商務網服務，特別是轉帳或支付交易服務，申請人必須事先指定及委任企業管理者，並授之以下列權力及權限：

- A. to manage and monitor Applicant's access and use of the Service;
就申請人接達及使用本銀行富邦商務網服務作出管理及監控。
- B. to issue Instructions on behalf of Applicant, which are binding on Applicant;
代申請人發出對申請人具有完全約束力的指示。
- C. to appoint or dismiss any Person as a General User that may issue Instructions on behalf of Applicant, which are binding on Applicant;
委任、罷免及更改任何人士為一般使用者以接達本銀行富邦商務網服務及代申請人發出對申請人具有完全約束力的指示。
- D. to receive from Fubon and manage on behalf of Applicant the Administrator Password for the Enterprise Administrator and the General User Password for any General User;
替申請人收取及管理本銀行特別編配給企業管理者的個人識別碼及一般使用者的個人識別碼。
- E. to establish, modify, and maintain a profile for each General User, and such profile will set forth the authority of each General User;
建立及存備一般使用者資料檔案及為所有一般使用者建立及存備一般使用者的權限。
- F. to create Limits on Daily Transferred Amount for each Account, General User, or Digital Certificate;
and
替申請人之帳戶設定含幣別、金額級距。
- G. to exempt any Account from being used for purpose of the Service.

Fubon Business Online Service Agreement

把申請人之任何帳戶豁除作任何本銀行富邦商務網服務用途。

- 4.3 Applicant agrees that the powers exercised and the authorisations in accordance with Clause 4.1 above and as set forth by the Enterprise Administrator, as authenticated by a Personal Identification Number of the Enterprise Administrator, are fully binding to Applicant.
申請人同意經企業管理者透過[企業管理者個人識別碼]就上述第 4.1 條所作之設定，對申請人具有完全約束力。本銀行只需確認[企業管理者個人識別碼]無誤。
- 4.4 Applicant agrees that any Limits on Daily Transferred Amount for an authorised Account shall use United States Dollars as the currency for calculation. The amount of other foreign currency transactions shall be calculated based on the USD conversion price set forth by Fubon during the Service Hours of the previous Business Day.
申請人同意經由企業管理者所為之授權帳戶金額級距設定，以新台幣美金或指定幣別為計算單位，其他外幣交易金額依本銀行前一天服務時間所設定對新台幣美金或指定幣別轉換價格為計算基礎。
- 4.5 Applicant hereby authorises Fubon to execute any and all Instructions given by Applicant, or any Enterprise Administrator or General User, as authenticated by Applicant's Security Credentials (the "Authorised Persons"). Except for authenticating the Security Credentials identifying a Enterprise Administrator or General User, Fubon shall have no responsibility to authenticate the identification of any Person giving an Instruction or to determine the authenticity of such Instruction. All instruction given by any Authorised Person are irrevocable and binding on Applicant. Such instructions may only be cancelled, withdrawn, altered or amended in whole or in part with Fubon's consent. Fubon shall be entitled to act upon instructions it genuinely believes to be from the Applicant or any Authorised Person. Fubon shall require the Applicant to sign a form prescribed by it to confirm the Applicant's verbal instructions where it deems fit.
申請人茲授權本銀行執行申請人、企業管理者或使用者透過密碼及或安全認證資訊(授權人士)作出的任何指示。除核證有關使用者名稱及密碼外，本銀行並無任何責任核證下達指示人士的身份，或核證此等指示的真確性。任何授權人士的所有指示均不可撤銷，且對申請人具有約束力。此類指示只能在本銀行同意的情況下全部或部分取消、撤回、變更或修改。本銀行應執行真正認為來自申請人或任何授權人士的指示。本銀行應要求申請人簽署其規定之申請書，以確認申請人在其認為合適的情況下的口頭指示。

Article 5 Digital Certificate and Signature 第五條 數位憑證及簽署

- 5.1 Applicant shall apply through Fubon for the Digital Certificate from the Certification Authority approved by Fubon (hereinafter referred to as the "Approved CA"). Applicant is responsible for any cost associated with applying for and maintaining the Digital Certificate. Applicant must maintain a valid Digit Certification over the course of the Applicant's access to the Service. Applicant shall have the responsibility to comply with the certification operation guidelines and the electronic transaction rules established by the Approved CA. Applicant agrees and confirms that Fubon shall not be held liable for Applicant's failure to comply with the certification operation guidelines and the electronic transaction rules established by the Approved CA.
就數位憑證的申請，申請人應透過本銀行向本銀行承認之核證機構(下稱「核准核證機構」)申領數位憑證，費用由申請人承擔。同時在繼續使用本銀行富邦商務網服務期間，應維持數位憑證有效，費用由申請人承擔。申請人且同意接受本銀行現行及不時修改之各有關服務章則及條款所約束。申請人有責任遵從由頒發數位憑證的核證機構所訂出的核證作業準則及電子交易條例章則。而申請人亦同意及確認本銀行毋須涉及或負上任何有關責任。
- 5.2 Applicant represents and warrants that the information provided to Fubon or the Approved CA in the course of applying for the Digital Certificate is true, accurate and complete in all respects, and Applicant will update

Fubon Business Online Service Agreement

such information as necessary. Applicant agrees that any information provided in the course of Applicant's Application for the Service, including Applicant's application for the Digital Certificate, may be shared between Approved CA and Fubon. Under all circumstances, Applicant agrees that as long as the Approved CA issuing the Digital Certificate has been approved by Fubon and published in the Approved CA's directory, Fubon may rely on the information contained in the Digital Certificate as true, accurate, and complete in all respects.

申請人保證及同意，其向本銀行及或核准核證機關提供的申領數位憑證資料，在一切方面均屬真實、準確及詳盡，在需要時申請人會予以更新。申請人茲同意將所提供的資料，向申領手續涉及的有關各方披露。不論在任何情況下，申請人同意如果簽發有關的數位憑證之核准核證機構為本銀行所接受並已在儲存庫內公佈，本銀行可假設數位憑證內的資料為正確。

5.3 Applicant may only use the Digital Certificate as permitted in by Fubon and the Approved CA.

申請人只可使用數位憑證作本銀行及核准核證機關授權的用途。

5.4 Fubon may deem the Digital Signature as Applicant's personal signature. Any and all Transactions completed by Fubon according to or based on an Instruction signed by a Digital Signature shall be binding on Applicant.

申請人茲保證及同意，其任何及一切數位憑證簽署，如有數位憑證證明，同時是在數位憑證的效力範圍內生成，本銀行有權視該數位憑證簽署為申請人之親筆簽名。凡本銀行根據或由於申請人以正確的富邦商務網帳戶號碼、密碼及／或數位憑證發出之指示而完成的交易，均對申請人具約束力。

5.5 The PKI PIN is created by Applicant and should always be remembered. If Applicant enters an incorrect PKI PIN after a specified number of times, the Digital Certificate will be locked. Once the Digital Certificate has been locked, Applicant must personally visit Fubon or authorise a third person to complete the written application procedure to reapply for a new Digital Certificate.

數位憑證簽署載具之密碼，係由申請人自行設定，應牢記之，若連續錯誤達規定次數即被鎖定，申請人欲解除數位憑證簽署載具密碼之鎖定時，應親至本銀行或委任授權第三人辦理書面申請手續。

5.6 If Applicant forgets the PKI PIN, Applicant must personally visit Fubon to reapply for a new Digital Certificate.

申請人忘記自行輸入本銀行提供之數位憑證簽署載具之密碼時，應至本銀行辦理相關手續始得使用本系統之服務。

5.7 Affairs related to the Digital Certificate need to be conducted under the following circumstances:

數位憑證簽署於下列狀態下之相關辦理事項：

A. If use of the Digital Certificate is suspended, Applicant may log on to the Approved CA's Digital Certificate system or go to Fubon's office to request that the temporary restriction be removed.

數位憑證簽署已暫時停用，欲使用數位憑證簽署類服務，申請人可透過本銀行富邦商務網或登入數位憑證簽署系統網站解除暫時停用、或至本銀行辦理解除暫時停用。

B. If a Digital Certificate has been revoked or has expired, Applicant shall personally visit Fubon or authorise a third person to complete the written application procedure, and Applicant agrees to use the Approved CA's Digital Certificate website to extend the term of the Digital Certificate.

數位憑證簽署已廢止或已到期，應親至本銀行或委任授權第三人辦理書面申請手續，同意自行登入數位憑證簽署系統網站辦理數位憑證簽署展期動作。

C. If Applicant must reapply for a Digital Certificate, Applicant agrees that Fubon may act on Applicant's behalf to cancel Applicant's existing Digital Certificate via the Approved CA's Digital Certificate website before Applicant applies for a new Digital Certificate. Applicant agrees to be bound by any and all policies regarding use and collection of fees or other relevant charges set forth by Fubon or the

Fubon Business Online Service Agreement

Approved CA.

若為重新申請數位憑證簽署，申請人同意本銀行代理向電子數位憑證簽署認證中心註銷申請人舊數位憑證簽署後並申請新電子數位憑證簽署；嗣後所有一切使用規定及手續費等相關費用之收取，均依本銀行及電子數位憑證簽署中心之規定辦理。

- 5.8 Instructions given signed by a Digital Signature are binding on Applicant in all respects and shall be irrevocable. Instructions given by Applicant accompanied by a Digital Signature shall be deemed as valid as a written instruction signed by Applicant. If an Authorised Company issues an Instruction via the Website, and the Authorised Company has used the correct Digital Certificate and PKI PIN for the Account, the Authorised Company shall be jointly and severally liable for any Transaction initiated based on such Instruction. Applicant agrees that Fubon shall have no responsibility to certify the identification of the Person giving the Instruction or authenticity of such Instruction, except with respect to authenticating the Digital Certificate and PKI PIN.

透過密碼及或數位憑證(視所屬情況而定)提供之指示，對申請人具有全面約束力及一概不得推翻。申請人透過密碼及或數位憑證(視所屬情況而定)所作之指示，應視為與書面作出無異並已由申請人簽署。被授權之集團企業持有人透過網站為帳戶發出之任何指示，如已使用該帳戶的正確密碼及或數位憑證(視所屬情況而定)，被授權之集團企業持有人須承擔共同及分別的責任。申請人同意本銀行除核證有關密碼及或數位憑證外，並無任何責任予核證發出指示人士的身分，或核證此等指示的真確性。

- 5.9 The Applicant is responsible for any errors or inaccuracies in the Instructions. Fubon is not responsible for failing to comply with any Instructions from the Applicant, including and without limitation, if:
申請人對其指示所發生的任何錯誤或不正確之處負全完責任。在下列情形下，本銀行對於無法符合申請人的指示不負任何責任，包括但不限於：

- A. such Instruction is unclear or incomplete;
當指示不清楚或不完整；
- B. Fubon is not satisfied that the Instruction has been provided by the Applicant;
當本銀行不認可申請人提供的指示；
- C. Fubon has reason to believe there is a breach of security or unauthorised use of the Digital Certificate;
or
當本銀行合理懷疑發生違反安全性問題或電子憑證未經授權被擅自使用；
- D. for any reason beyond Fubon's control.
當因任何理由超出本銀行的控制。

- 5.10 Instruction signed by a Digital Signature shall in no circumstance be canceled or revoked without the consent of Fubon. Applicant is responsible for any the Instruction that the Applicant has issued unless and until Fubon has confirmed cancellation or withdrawal of the Instruction.

申請人同意經引用密碼及或數位憑證之任何與本銀行富邦商務網服務有關的指示，一經發出後，如未經本銀行同意，一概不得取消或撤回。申請人應繼續對所發出之指示負上全責，除非及直至本銀行已確認撤銷或撤回該指示。

- 5.11 The Digital Certificate shall be possessed by the Collector as specified in the Application. Applicant must provide advance written notification to Fubon or any modifications related to the use of or access to the Digital Certificate.

在申請書 Form B 第六項所述的領取人持有人會繼續持有數位憑證，若數位憑證轉由他人持有，申請人會立即書面通知本銀行。

Fubon Business Online Service Agreement

Article 6 One Time Password

第六條 動態密碼

- 6.1 Applicant shall be solely responsible for the risk and loss, if any, caused by mistake or unauthorised use of OTP.
OTP 僅提供企業使用主內部授權之安全控管解決方案，並非下達電子轉帳或交易指示，電子轉帳或交易指示仍須藉由核證機構進行或其他經由主管機關同意之交易。任何因 OTP 使用上的錯誤或越權行為，其風險及損失概由申請人自行承擔。
- 6.2 Any General Users authorised by Applicant may use OTP to access the Service. Any Instructions issued by use of OTP are binding on Applicant. Applicant shall not allege or argue any such Instruction is incomplete, incorrect, defective, invalid or unfounded by virtue of the Applicant's use of OTP. Applicant is liable for the actions taken by General Users by virtue of the General User's use of OTP and any and all damages and losses resulting therefrom.
自申請日起，凡申請人以企業管理者於本銀行系統中設定使用人員名單（即“一般使用者”）執行設定動作，則前述一般使用者使用本銀行富邦商務網業務之各項服務項目時，均得以 OTP 機制為執行各項服務項目有效之依據。凡依隨 OTP 機制所為之各項服務項目，均為合法、有效並對申請人有拘束力，申請人不得以未使用數位憑證為由，主張或抗辯該電子訊息不完整、錯誤、有瑕疵、無效或不成立。申請人同意對其申請之所有數位憑證簽署或授權使用本申請書業務之一般使用者，按本申請書之任何行為皆負完全責任，如致本銀行受任何損害或損失，應負擔賠償責任。
- 6.3 Subject to all applicable laws, regulations, rules, directives, official notices and guidelines, Applicant shall be solely liable for any and all damages arising from use of the OTP without concern to Fubon.
於受所有適用法律、規則、規例、指引、通函及守則規管的前提下，因使用 OTP 機制致生任何損害時，均由申請人自行負責，與本銀行無涉。

Article 7 Application for a Change

第七條 變更申請

- 7.1 After applying for the Service, Applicant shall personally visit Fubon or submit applications by Fubon Business Online website and complete any required written application or satisfy any requirement of Fubon for online applications(including but not limited to using Digital Certificate) if Applicant wishes to change or terminate (i) an Account, (ii) any agreement related to the Digital Certificate, (iii) access to the Services, or (iv) other services listed on Form B of Fubon Business Online Service Application, and such change or termination does not take effect until Fubon has completed the setting of the written application. Applicant acknowledges the validity of any and all Instructions issued through the Service, and any resulting Transactions, prior to Fubon completing the processing of any written application.
申請人申請富邦商務網服務後，如要變更或終止約定轉出帳號、數位憑證簽署之約定或其他記載於「憑證申請及轉帳交易約定(Form B)」之服務時，應親至本銀行辦理書面申請手續或於富邦商務網申請線上辦理，若採線上辦理，申請人同意配合本銀行對申請程序及申請文件之相關要求（包含但不限於以數位憑證簽署之方式為之），並於本銀行辦妥電腦登錄後，始生效力。在銀行完成登錄之前，所有依原約定所為之富邦商務網交易，申請人皆承認其效力。
- 7.2 Fubon shall be entitled to a reasonable period of time of not less than [seven (7)] Business Days from receipt of such instructions (“processing period”) to process such notification of change, and Fubon shall not be liable to Applicant in any manner for any act done or omission made on the basis of the existing instructions, mandate or authorisations during such processing period.
本銀行應於自收到該指示起，七個營業日的合理期間內（處理期）處理此類變更通知。且本銀行對於在此處理期間內，申請人依據現有指示、命令或授權，以任何方式所作出的任何作為或不作為，不負責

Fubon Business Online Service Agreement

何責任。

- 7.3 Applicant agrees an Advance Request remains a valid Instruction if Fubon's authorisation has been transmitted, prior to Fubon completing the processing of any written application described in Clause 7.1. Should Applicant wish to cancel an Advance Request, Applicant must follow Fubon's policies on cancelling an Advance Request.

申請人同意向本銀行申請取消富邦商務網相關服務前，已傳送本銀行授權完成之預約交易仍為有效指示，如申請人要求取消前述預約交易，需另行依本銀行相關取消預約交易規範辦理。

Article 8 Authorised Company

第八條 授權集團企業資料查詢及交易

- 8.1 Applicant agrees that an Authorised Company may inquiry on or submit Instructions with respect to an Account authorised in the Group Application. Applicant authorises Fubon to provide relevant data and initiate a Transaction according to the Instructions of an Authorised Company. Applicant agrees to the following:

申請人同意自申請或授權變更集團企業透過網際網路使用本銀行所提供之富邦商務網服務之日起，被授權之集團企業得查詢申請人各授權帳號之帳戶資料，及或代表申請人進行帳戶扣款及各項交易申請(包括但不限於轉帳(含匯出匯款)、進出口押匯、開出信用狀、開立定存、所有貸款等等)，並授權本銀行得依被授權之集團企業之指示提供申請人相關帳戶資料，及辦理各項交易申請。申請人並同意遵守下列約定：

- A. Applicant agrees to the terms and conditions specified in the Agreement to apply for the Service.
申請人同意向本銀行申請集團企業資料查詢及交易後，即遵守本章則及條款。
- B. Applicant will provide written notice and affix the authorised signature(s), or any other manner of notification approved by Fubon, to notify Fubon when amending the Group Application. Fubon may reject a Group Application that does not follow these procedures.
申請人同意若嗣後留存於本銀行之集團企業資料遇有變更時，應另以書面並加蓋原留印鑑或經本銀行認可之方式通知本銀行，否則本銀行將不予受理。
- C. The Authorised Company may inquire on and submit Instructions directing Fubon to deduct funds from an authorised Account. If the Authorised Company causes any mistakes or loss, Applicant shall be solely responsible for such a mistake or loss. Fubon shall not own any duty or incur any liability in this regard.
申請人向本銀行申請、授權變更、授權終止集團企業查詢或代為執行交易申請，若被申請人授權之集團企業因操作造成任何錯誤或損失，責任均由申請人自負，概與本銀行無涉，亦不得向本銀行追究任何法律責任。
- D. Applicant acknowledges that Fubon will initiate Transactions in accordance with the Instructions of Authorised Company according to the Group Application, which may result in Fubon deducting funds from an authorised Account. Fubon will not have any obligation to verify the designated Account and beneficiary. Applicant is solely responsible for the risk and loss that may result, and Fubon owes no duty to Applicant, nor does Fubon incur any liability, in this regard.
申請人清楚明白集團企業依相關授權約款之指示為轉帳(含匯出匯款)交易申請後，本銀行須根據相關授權的條款執行辦理，將集團企業申請之交易(例如：扣款、轉帳或匯出匯款)轉入集團企業所指定的帳號或受益人，而本銀行亦不會對該指定帳號或受益人作任何審核。如因此而產生任何風險或造成任何損失，責任均由申請人自負，概與本銀行無涉，申請人亦不得向本銀行追究任何法律責任。
- E. Applicant's application to terminate an Authorised Company shall effect on the Business Day

Fubon Business Online Service Agreement

following Fubon's receipt of the Application.

如申請人向本銀行表示終止相關授權約定，其生效日為本銀行接到申請人的取消申請書之次一營業日。

F. Applicant agrees to the Limits on Daily Transferred Amount set forth in the Agreement between the Authorised Company and Fubon.

申請人申請人同意每日累計最高轉帳限額依被授權之集團企業與本銀行約定之轉帳金額為限。

G. Applicant warrants and represents that the Authorised Company complies with the applicable law and that the Group Application is valid and binding on the Applicant.

申請人確認此授權完全遵守相關法令及並沒有使申請人違反適用其或對其有約束力的任何法律、規則、判決(例)、命令、函釋、協議、授權或責任。此授權對申請人有完全約束力。

Article 9 Termination and Suspension of Service

第九條 終止及暫停服務

9.1 If Applicant cancels the Account within three months after the Account is added, Fubon reserves the right to charge and deduct the handling fees for early termination of the Account. Applicant may terminate the use of the Account and Services by giving written notice in the form prescribed by Fubon.

申請人如在開戶後未足三個月取消帳戶，本銀行保留收取及扣除提前終止帳戶手續費的權利。申請人經書面通知可終止使用本銀行提供的富邦商務網服務。

9.2 Fubon may, at any time, terminate Applicant access to the Website or Applicant use of the Service at any time without prejudice to the continuation of the operation of one or more or all of the Account(s) and/or the use of one or more or all of the Service(s), or any aspect thereof, at its discretion, and Fubon shall assume no responsibility to Applicant. If Applicant access to the Service is limited or partially terminated, Applicant's rights and responsibilities under the Agreement and any rights and obligations under the conditions applicable to the Service that have not been terminated shall remain valid and effective. Fubon shall endeavour, to the extent reasonable and practicable, to notify Applicant prior to taking any action to limit, restrict, or terminate Applicant's access to the Website or the Service. In the event that Fubon cannot or does not provide notice to Applicant prior to taking such action to limit, restrict, or terminate Applicant access to the Website or the Service, Fubon shall provide notice to the Applicant as soon as practicable. Under no circumstance shall Fubon be liable for termination of access to of the Service.

本銀行可隨時終止申請人接達網站及或申請人使用任何或一切富邦商務網服務而不影響一個或多個或所有帳戶的持續運作和/或一個或多個或全部服務的使用或其任何方面，且無須申述理由，亦不需對申請人負責。如局部終止服務，申請人在本章則及條款下的權利及責任，以及在任何未終止的富邦商務網服務的服務條件下任何的權利及義務，將繼續維持。在合理可行情況下，本銀行在作出任何上述行動前，將給予申請人通知。如本銀行在行使第十六條所載的權利前，無須給予申請人通知，本銀行將後補通知給申請人；本銀行認為申請人有不當往來之情形或本項服務有遭他人非法使用之虞時，本銀行得隨時逕行終止本項服務，而無須事先通知。本銀行對此等終止服務將不負任何責任。

9.3 Applicant may send written notice to Fubon in such manner and conditions as prescribed by Fubon from time to time to terminate the Service; provided, however, that Applicant must discharge any outstanding obligations, including unpaid fees, handling fees or charges which Fubon may in its absolute discretion impose or levy, prior to termination of the Service, and the remaining Account(s) and/or the Service(s) shall continue to be in operation or use, upon and subject to the Agreement.

申請人依本行規定之方式及情況下經書面通知可終止本銀行提供的富邦商務網服務，但於本銀行終止其服務前，申請人必須清付尚欠本銀行的任何費用，包含未付款項、手續費或本銀行應收取之其他費

Fubon Business Online Service Agreement

用；並依據本服務約定書之協議，其餘帳戶和/或服務可持續運作或使用。

- 9.4 If an Account has a zero balance during the term specified by Fubon, Fubon may issue a written notice to terminate the Service.
若根據本銀行之帳目及紀錄，任何申請人之帳戶於本銀行規定之期間，結餘均為零，本銀行可給予申請人書面通知予結束該帳戶。
- 9.5 Notwithstanding Clause 9.2, Fubon may, in its sole discretion, terminate any or all of the Applicant's Accounts without notice in any of the following circumstances:
在不影響第 9.2 條條文下，本銀行有權於以下情況即時結束所有或任何一個帳戶，而無須提供任何通知或理由：
- A. Maintenance or operation of Account becomes prohibited or illegal due to any change of applicable law;
因法例有任何修改而令維持或運作該帳戶或任何部份被禁止或變得不合法。
 - B. Applicant threatens to breach or has breached, as deemed so by Fubon, or refuses to perform any obligation under this Agreement;
若本銀行認為申請人違反或已經違反或拒絕履行本章則之任何責任。
 - C. Fubon believes that the Account and/or Service is used for, or is suspected to be used for, illegal, criminal or other unlawful purpose;
帳戶被用作(或被懷疑用作)違法、犯罪或其他不合法用途。
 - D. Applicant does not follow Fubon's instructions in connection with the Account(s) and/or Service(s) or if in Fubon's opinion Applicant does not comply with any applicable law;
申請人不遵守本銀行有關帳戶和/或服務的指示，或本銀行認為申請人不遵守適用的法律。
 - E. in Fubon's opinion, any Account and/or any Service is not operated in a proper or regular manner;
本銀行認為任何帳戶和/或服務不是以正確或正常的方式運作。
 - F. in Fubon's opinion, a banking relationship is no longer appropriate;
本銀行認為不適合繼續往來銀行業務。
 - G. Applicant has given Fubon untrue, inaccurate, incomplete or misleading information;
申請人提供本銀行不真實、不正確、不完整、或誤導性的資訊。
 - H. Applicant does not pay on time any amount due to Fubon;
申請人未按時付款給本銀行。
 - I. Applicant passes away or dissolution or becomes incapacitated;
申請人已過世、解散或無行為能力。
 - J. Applicant becomes insolvent or bankrupt or subject to judicial proceedings;
申請人無償債能力、破產或受制於司法程序中。
 - K. Applicant's assets are in jeopardy or subject to enforcement of judgment by any party;
申請人的資產處於危急情況或已受法院強制判決。
 - L. any legal proceeding (civil or legal) or action (including garnishee order, writ of seizure and sale, injunction) is commenced or levied against Applicant, or Applicant has been convicted of a crime, or Applicant or any security provider has acted inappropriately;

Fubon Business Online Service Agreement

當申請人進入司法程序(民事或法律)，或法院對申請人發出扣押令、出售令及禁制令等行動，或申請人已被定罪，或申請人自身或擔保提供者有不當行事。

- M. anything happens which, in Fubon's opinion, may have a material or adverse effect on Applicant's financial condition, assets or compliance with the Agreement;
發生任何本銀行認為可能對申請人的財務狀況、資產或遵守協議有重大或不利影響的事情。
- N. any other event of default occurs under any other agreements or arrangements between Applicant and Fubon;
在本銀行與申請人之間的其他協議或安排下，發生任何違約事件。
- O. any of the events or proceedings under this Clause occurs in relation to any third party who has agreed to provide or is providing security;
當任何事件或訴訟發生涉及已同意提供擔保或即將提供擔保的第三方。
- P. it would constitute a breach of Fubon's agreement with any other party; or
將違反本銀行與任何其他第三方的協議。
- Q. it is unlawful for Fubon to continue providing the Account(s) and/or Service(s).
當本銀行繼續提供帳戶和/或服務是非法的。

9.6 Upon termination of Applicant's access to the Service, all licenses and other rights and privileges granted to Applicant under this Agreement will be cancelled. Applicant will not be refunded any fees or charges paid to Fubon. Termination of the Service shall in no circumstance affect any rights of Fubon or Applicant's liability to Fubon prior to such termination under this Agreement. Fubon's right to hold Applicant liable shall remain valid and enforceable after termination of the Service.

富邦商務網服務一經全面終止，本銀行將不再讓申請人接達及使用富邦商務網服務；根據本章則授予申請人的任何及一切許可權與其他權利及特權亦將停止；申請人將不獲退還所付予本銀行的任何費用或支出。富邦商務網服務終止，將不影響本銀行就本章則下之任何權利及申請人於富邦商務網服務終止前對本銀行之責任。本銀行向申請人追究之權利將於富邦商務網服務終止後繼續有效並可繼續予以執行。

9.7 Fubon reserves the right to suspend access at any time to the Service without notice to Applicant when any of the following events occurs:

針對下列情況，本銀行保留隨時在不發出通知下，暫停富邦商務網服務的權利：

- A. system maintenance, upgrade, testing, or repair;
進行系統維護、升級、測試及或修理。
- B. Fubon has notice of irregularity (either actual, constructive or otherwise) in connection with the operation, maintenance or closing of the Account(s); and
本銀行接獲關於帳戶操作、維護或關戶的異常通知(不論是實際的、推定的或其他的)。
- C. Fubon has received conflicting instruction(s) from Applicant or the Enterprise Administrator in respect of any Account and/or Service.
本銀行已收到來自申請人或企業管理者任何有關帳戶和/或服務的衝突指示。

9.8 Termination or suspension of the Account(s) and/or the Service(s) pursuant to this Clause 9 shall be:
根據本條款第9條，終止或暫停帳戶和/或服務應該：

- A. without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination or suspension;

Fubon Business Online Service Agreement

不影響任何交易或已發動的交易的完成，以及在終止或暫停時尚未完成的任何交易或所有的交易。

- B. without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provisions intended to survive termination; and
不影響任何已產生的權利、既有承諾，或任何於本合約約定之內容旨在終止時持續有效。
- C. without penalty or other additional payment save that Applicant must:
若符合下列條件，申請人無須罰款或支付其他額外費用：
- (a) pay all outstanding fees, costs and charges accrued up to the date of termination or suspension of the Account(s) and/or Service(s);
支付至終止或暫停帳戶和/或服務之日前的所有未付費用。
 - (b) any expenses incurred by Fubon under the Agreement;
支付本銀行根據約定書產生的費用。
 - (c) any additional expenses incurred by Fubon in connection with termination;
支付本銀行收取與終止有關產生的任何額外費用。
 - (d) any loss or damage necessarily realised in settling or concluding outstanding obligations under the Account(s) and/or the Service(s); and
賠償在結算或結清帳戶和/或服務時必然發生的任何損失或損害。
 - (e) reimburse Fubon for any payment Fubon makes based on Applicant's instructions after the termination of the Account(s).
補償本銀行於帳戶終止後依照申請人的指示作出的任何付款。

9.9 Fubon's rights under this Clause 9 are without prejudice to any other rights and remedies against Applicant or anyone else or under any other agreement or arrangement.

本銀行依據本條款第9條享有的權利不影響申請人或任何其他人士或任何其他協議或安排下的任何其他權利和補救措施。

Article 10 Applicant Responsibilities

第十條 申請人的承諾與責任

10.1 Applicant agrees to the following:

申請人同意：

- A. To use the Service, Applicant needs a computer or device and a web browser that meets Fubon's current minimum requirements, as set forth from time to time on the Website. Applicant is responsible for obtaining, installing, updating, maintaining and operating all software and hardware or other equipment necessary to access and use the Service, including but not limited to, an Internet service provider, current web browsers, the best commercially available encryption, anti-virus, anti-spyware, firewall and internet security software or newer versions of such security products on a regular basis ("Systems"). Applicant is responsible for any and all fees or charges associated with obtaining, installing, maintaining and operating Systems. By accepting these terms, Applicant provides consent to Fubon making periodic changes to its equipment and software requirements that do not materially change Applicant's ability to access or retain federally required disclosures. Under no circumstances shall Fubon be liable to Applicant for any loss sustained by Applicant due to incompatibility of the software, hardware, or other equipment Applicant uses to access the Service;

Fubon Business Online Service Agreement

須自費裝置合適之電腦、設備、網頁瀏覽器及軟件以使用本銀行富邦商務網服務；申請人有責任確保所獲提供的服務軟件與申請人用來接駁本項服務的電腦或其他設備兼容，以及與該電腦或其他設備的任何軟件兼容，包括但不限於互聯網服務供應商、現有的網頁瀏覽器、市場上最好的加密、防毒、反間諜軟件、防火牆和互聯網安全軟件或這些安全產品的較新版本（統稱“系統”）。因服務軟件與申請人接駁本項服務的電腦或其他設備不兼容，以致申請人蒙受任何損失，本銀行概無須對申請人承擔責任。申請人須要對連接互聯網(網站)負全責，並承擔支付有關互聯網服務供應商徵收之所有收費、費用及開支，包括但不限於使用富邦商務網服務時與網站連接有關之一切其他費用。

- B. Applicant shall comply with any direction or guidance provided by Fubon at any time for use and access to the Website and the Service;
申請人同意遵照及依循本銀行不時就使用及進入網站及富邦商務網服務而發出之指引及或意見。
- C. Applicant shall be responsible for securing the confidentiality of all Security Credentials and shall keep them in a proper manner, and agrees to take the following measures:
申請人明白及承認他她有責任保安，須對密碼及或數位憑證嚴加保密及妥善保存，並同意審慎地本著真誠行事，包括採取下列措施：
- (a) Applicant shall not disclose to any other Person and shall keep confidential Applicant's Account number(s) and all Security Credentials. Applicant shall not disclose the Administrator Password, PKI PIN, OTP, or General User Password or to allow any Person to use the Administrator Password, PKI PIN, OTP, or General User Password to access the Service;
不得向他人披露密碼及數位憑證，或允許他人使用富邦商務網服務。在任何時候，必須對富邦商務網帳戶號碼、密碼、數位憑證的私人鑰及或數位憑證的密碼嚴格保密，不可披露數位憑證，亦不可將密碼、數位憑證的密碼告知任何人（包括其被授權之集團企業持有人），或允許任何非企業管理者人士以代表申請人使用本銀行富邦商務網服務。
 - (b) Applicant shall not disclose the Administrator Password, PKI PIN, OTP, or General User Password to any Person who claims to be Fubon's representative or staff. Fubon will not at any time contact the Applicant or the Enterprise Administrator to request for the Administrator Password, PKI PIN, OTP, or General User Password. Fubon will not be responsible or liable for any loss howsoever incurred should the Applicant disclose the Administrator Password, PKI PIN, OTP, or General User Password pursuant to such requests;
在任何情況下，不可將密碼及／或數位憑證的密碼告知任何自稱為本銀行代表或本銀行職員或授權人士（本銀行職員毋須知悉申請人的密碼及／或數位憑證的密碼）。本銀行不會在任何時候聯繫申請人或企業管理者要求提供管理者密碼、數位憑證密碼、OTP 或使用者密碼。若申請人因為這些要求揭露管理者密碼、數位憑證密碼、OTP 或使用者密碼而造成任何損失，本銀行將不承擔任何責任。
 - (c) Applicant acknowledges that there is a possibility the General User Password may be used by unauthorised person in a circumstance, including but not limited to, burglary, plunder, robbery and embezzlement, which may cause loss to Applicant;
申請人同意及明白密碼有遭盜用(包括但不限於如遭竊盜、搶奪、強盜及侵佔等)的可能，甚至因此而引致申請人遭受損失。
 - (d) Applicant shall change the General User Password immediately upon having received the password notification and Applicant shall regularly change and destroy the correspondence containing the General User Password information. In no circumstance shall Applicant use a

Fubon Business Online Service Agreement

NRIC, telephone number, birth date, driver's license number, or any other commonly used digital combination for a General User Password, PKI PIN or OTP. Applicant shall not use the same password for another website, application or services. Applicant shall not keep an Account number and Administrator Password, General User Password, PKI PIN or OTP in the same place or in an unprotected manner;

於收到密碼通知時或定時更改密碼，並銷毀載有密碼之函件。切勿以身份證號碼、電話號碼、出生日期、駕駛執照號碼或任何常用之數字組合作為自選之新密碼及／或數位憑證密碼；不應設定與申請其他網站服務時一樣的密碼；亦不應把帳戶號碼與密碼及／或數位憑證與其密碼存放在一起及以不加掩藏方式處理。

- (e) Applicant shall install a personal firewall and virus protection software on its Systems, consistent with Fubon's current minimum requirements, as set forth from time to time on the Website. Applicant shall not save or keep any element of the Security Credentials on the web browser;
- 於電腦上安裝「個人防火牆」及「病毒防護軟件」及不時更新；亦須不時更新瀏覽器及應用軟件以支援加編密碼程式，及不可在瀏覽器選擇可儲存或保留用戶名稱及密碼及／或數位憑證的私人鑰及或密碼。
- (f) Applicant shall not leave a computer or device unattended when using the Service or let anyone else use it until the Applicant has logged off the Services using the log off option or use a public computer to access the Service;
- 切勿在使用本銀行富邦商務網服務時離開電腦或設備或讓任何其他人在登出富邦商務網服務之前使用電腦或透過共用或公眾電腦使用本銀行富邦商務網服務。
- (g) Applicant shall immediately notify Fubon of any and all changes to the information kept by the Certification Authority and Applicant's contact details, including mobile number, for the purposes of receiving Security Credentials or SMS alerts notifications for online banking transactions and activities. Fubon shall not be held liable for any loss or claims arising from Applicant's failure to make such notification.
- 立即通知本銀行有關核證機構所載資料的變更，如申請人因未能履行通知本銀行之責任而引致的損失或索償，本銀行均毋須負責。
- (h) Applicant shall immediately report to Fubon any loss or unauthorised disclosure, or suspicion of loss or unauthorised disclosure, of any element of the Security Credentials; and
- 如遺失、遭人擅自披露或發覺懷疑網路銀行帳戶、密碼或數位憑證未經授權而被他人使用時，申請人必須立即向本銀行報告。
- (i) If Applicant receives the confirmation of a Transaction (whether in hard copy or given in an electronic or oral manner) with an instruction which is not issued or authorised by him/her, or the information does not match his/her instruction, Applicant must practically and promptly notify Fubon of such matter in person, or inform Fubon by calling the telephone number designated by Fubon at any time (Applicant may be asked to confirm the details of the information in writing). Applicant shall review and verify the activity listed on Account statements regularly and within a reasonable time after receiving an Account statement.
- 如申請人收到交易確認書(不論是硬拷貝或通過電子或口頭方式者)，但申請人未有發出指示，或與指示不符，或有任何交易未獲申請人有效授權，必須在合理可行情況下盡快親身知會本銀行，或按本銀行不時指定的電話號碼以電話知會本銀行(本銀行可能要求申請人以書面確認所提供的資料詳情)。申請人亦應在收到銀行帳戶結單後的合理期限(根據有關服務的條款和細則或該結單訂明的期限)內予以核對，如有錯誤應在合理可

Fubon Business Online Service Agreement

行情況下盡快通知本銀行。

D. The Applicant is further required to take the necessary security measures and practices as follows:

申請人應採取下列必要的安全措施和做法：

- (a) disable file and printer sharing in the Applicant's computer or device;
在申請人的電腦或設備上禁止共用文件和印表機。
- (b) make regular backup of critical data;
定期備份重要資料。
- (c) consider the use of encryption technology to protect highly sensitive data;
考量使用加密機制保護高敏感性資料。
- (d) do not install software or run programs of unknown origin;
不要安裝或執行不明來源的軟體或程式。
- (e) delete junk or chain emails;
刪除垃圾郵件或連鎖電子郵件。
- (f) do not open email attachments from strangers;
不要開啟陌生人的電子郵件附件。
- (g) do not disclose personal, financial or credit card information to little-known or suspicious websites;
不向未知或可疑的網站揭露私人的、財務的或信用卡資訊。
- (h) do not use a computer or a device which cannot be trusted;
不使用不能信任的電腦或設備。
- (i) log off the online session and turn off the computer when not in use; and
不使用時務必登出富邦商務網並關機。
- (j) clear browser cache after the online session.
離線後清除瀏覽器暫存檔案。

E. If Applicant receives the confirmation of a Transaction, whether such confirmation is received in hard copy, digital copy, or orally, or the Transaction is reflected on an Account statement, but Applicant does not believe it has submitted an Instruction giving rise to the Transaction, or believes that the confirmation conflicts with Applicant's Instruction, Applicant must immediately notify Fubon of such matter in person or by calling the telephone number designated by Fubon at any time and comply with all instructions from Fubon including, without limitation, cooperating with the relevant authorities.

Fubon may ask Applicant to confirm details of this report in writing. The notification of the security breach will take effect immediately after notification of the same by the Applicant to Fubon. Any losses that may occur prior to the notification taking effect will be borne by the Applicant.

當申請人收到交易的確認，無論是以紙本、電子化或口頭方式收到，或交易顯示在帳戶對帳單上，但申請人不認為曾經執行過該交易，或認為交易結果與指示衝突，申請人必須立即親自通知本銀行或致電本銀行指定電話，並遵守本銀行的所有指示，包括但不限於與有關單位合作。本銀行可要求申請人以書面方式確認詳細資訊。安全漏洞的通報將在申請人通知本銀行後立即生效，通報生效之前可能發生的任何損失將由申請人承擔。

10.2 Applicant agrees and authorises Fubon to (a) pursuant to Fubon's rules, designate, nominate and appoint any

Fubon Business Online Service Agreement

Person as service supplier to provide Applicant with the Service; and (b) by its sole discretion and subject to those terms and conditions that Fubon deems appropriate, entrust the operation of the Service to Fubon's agent or any third person chosen from time-to-time by Fubon, without the need for advance consent by or notice to Applicant. Fubon will not be responsible for notifying Applicant of the existence of any of such entrustment or any matter relating thereto.

申請人同意及授權本銀行可以(a)按本銀行規定的方式，指定、委派及任命任何人士為服務供應商，向申請人提供本銀行富邦商務網服務；及(b)按其絕對酌情決定及以本銀行認為適當之條款及條件，將運作富邦商務網服務委託予本銀行之代理人或本銀行不時選擇之任何第三者，並不需要申請人的預先同意或給予其通知。本銀行將不會有責任去通知申請人有關這些委託的存在或任何相關的事宜。

- 10.3 Applicant agrees to pay Fubon all fees and charges set by Fubon for the provision or use and/or termination of use of the Service. Fubon has the right to, at any time and without advance notice to or obtaining consent from Applicant, offset or transfer the credit balance in any of Applicant's Account against any liability or debt incurred by Applicant's use of the Service. Fubon will notify Applicant as soon as it can after the completion of the said offset or transfer.

申請人同意支付本銀行就提供或使用及／或終止使用富邦商務網服務所訂的一切費用及收費，本銀行有權隨時在不另行通知或徵求申請人同意下，從申請人任何帳戶中的貸項結餘抵銷或轉帳以償還申請人因使用富邦商務網服務所引致的任何債項或債務，而本銀行在完成抵銷或轉帳後會盡快通知申請人。

Article 11 Setting Service by Fubon

第十一條 代客設定服務

- 11.1 Applicant authorises Fubon to be the Administrator of the Applicant that can set relevant information and authorisation for the Applicant according to the authorised written instruction on Fubon Business Online Service Application and Agreement. The setting of relevant information and authorisation of Fubon to do so on behalf of the Applicant will take effect upon Fubon giving notice that the setting has been completed (including but not limited to the Application, Revision, and Termination). Subsequently, if there is any revision, the Applicant should apply to do so in writing to Fubon.

申請人授權本銀行於富邦商務網進行系統及使用者權限設定，依申請人之書面指示代為設定申請人於富邦商務網之相關資料與權限。且本銀行代為設定之相關資料與權限，自本銀行通知設定完成時即生效（包含但不限於申請、變更、取消）。嗣後相關資料與權限如有異動，申請人均應以書面向本銀行提出申請。

- 11.2 The Applicant agrees to authorise Fubon to be the Administrator of the Applicant and Fubon will not issue a password to the Enterprise Administrator for the provision of Fubon Business Online Service.

申請人同意本銀行無庸製作及核發富邦商務網企業管理者密碼單予申請人。

- 11.3 The Applicant cannot revoke and terminate the authorisation before notifying Fubon in written application. The setting of information and authorisation shall still remain effective until Fubon receives the revised written instruction from the Applicant.

申請人不得撤銷前開授權，如擬終止前開授權事項時，應以書面通知本銀行，終止授權前，本銀行代為設定之資料與權限，除申請人另為變更指示外，繼續有效。

- 11.4 The power of attorney is an integral part of the Fubon Business Online Service Application and Agreement and the non-specified items will take effect in accordance with the Fubon Business Online Service Application and Agreement.

其餘未盡事宜，悉依本約定書之約定。

Fubon Business Online Service Agreement

Article 12 Disclaimer and Liability Limitation

第十二條 免責聲明及限定責任

- 12.1 Fubon does not warrant or guarantee the right to access and use the Website or the Services. All terms implied by law, except those that cannot be lawfully excluded to the full extent permitted by any applicable laws.
本銀行不擔保或保證訪問或使用本網站或服務的權利。在法律允許的最大範圍內，通過法律或法規中隱含的所有款被排除在外。
- 12.2 Fubon does not make any representation, warranty, or guarantee of any kind, express or implied, with respect to any Information or material not supplied by Fubon but provided or specified on the Website thereof, or provided through the Service, and any employee or agent of Fubon is not authorised to provide any such guarantee, representation or guarantee specified above. Further, any Information provided will be displayed on an “as it is” basis, [and the Information Supplier will be specified.] Fubon does not endorse or comment on any Information provided by any Information Supplier, nor does it assume any responsibility to review or verify any Information so supplied.
本銀行概不會對富邦商務網服務及網站所載或提述的非由本銀行提供的資訊或材料或透過富邦商務網服務提供的非由本銀行提供的資訊或材料，作出任何種類的明示、暗示或法定陳述、擔保或保證，而本銀行的僱員或代理人或任資訊供應商亦不獲授權給予任何上述保證、聲明或擔保。此外，資訊將會按供應時之形式列載，[並會註明向本銀行直接提供資訊之資訊供應商名稱]。本銀行概不會對任何資訊供應商所提供的資訊作出認許或表示任何意見，亦概不承擔檢查或核實所有資訊之責任。
- 12.3 Any Information and material contained in or supplied through the Service is for reference only, and shall not be relied on for the purposes of business decision-making. Neither Fubon nor any Information Supplier shall be regarded as an investment consultant of Applicant. Applicant shall not rely on any Information provided on the Website or through the Service. Neither Fubon nor any Information Supplier has made any guarantee, representation or warranty with respect to the priority, accuracy, truthfulness, reliability, completeness, timeliness, or entitlement with respect to any Information or report supplied, or whether it is fit for any purpose. Neither Fubon nor any Information Supplier shall be liable for the consequence of any Applicant or other person relying on the Information or report supplied (or any liability for torts, breach of contract or others).
網站所包含或透過本銀行富邦商務網服務提供的有關投資的資訊及材料，只供參考，不應用作商業決定依據。本銀行及任何資訊供應商都不應被視為申請人的投資顧問，申請人不可依賴透過本網站或本銀行富邦商務網服務提供的任何意見或資訊。本銀行及任何資訊供應商概不保證、聲明或擔保任何資訊或報告的次序性、準確性、真實性、可信性、充分性、及時性或完整性，或其是否適合作任何用途。本銀行及資訊供應商概不會就申請人或任何其他人士依賴資訊或報告而承擔任何責任（不論是侵權或合約或其他責任）。
- 12.4 Neither Fubon nor any Information Supplier guarantees or represent that the Service or any Information provided thereon is free from any hardware, software or equipment viruses or other programs that are potentially harmful to Applicant, or that the Service provides uninterrupted and/or outgoing or incoming Information at all times, or that any instruction distributed from Fubon Business Online Service will be at all times fully executed, delivered to or received by intended Applicant.
本銀行及資訊供應商，均不保證或聲明富邦商務網服務、資訊及報告不帶有任何可能損害申請人的硬件、軟件或設備的病毒或其他問題或本銀行富邦商務網服務將在任何特定時間提供及不會中斷及或發給網站或自網站要求的資訊及或透過本銀行富邦商務網服務發送的指示、會隨時或完全獲得執行、交給申請人或被申請人收到。
- 12.5 Applicant understands that, the Internet and telecommunication media may not be reliable means for communications due to any unforeseeable connectivity issues, technical difficulties, the Applicant’s or a third

Fubon Business Online Service Agreement

party's software, equipment or systems, traffic, infrastructure failure, actions by third parties or other factors beyond Fubon's control. Those factors may lead to transaction delay, transmission of errant data, prolonged execution of instruction, or price difference between the instruction given and actual execution, and miscommunications, mistakes, transmission error, interruption, suspension, blockage, loss, damage or other failure of inaccuracy in transmission of Applicant's instructions or other information, etc. If Fubon is prevented from performing, or is delayed or interrupted in its performance of any obligation, or in the event of transmission error, due to disorder, shutdown or malfunction of any telecommunication or computer service or system, or due to any other occurrence or situation out of Fubon's reasonable control, Fubon shall not be liable for any damages or losses incurred or suffered by Applicant (other than those prescribed by the law), and Fubon may suspend the Services in the event of connectivity issues or for any reason Fubon thinks fit, without any prior notice. Applicant assumes the risk of loss of data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transmission affected by the system failure or interruption. Applicant shall not raise any objection in this regard, and hereby agrees to solve the problem through other means on their initiatives.

申請人明白到互聯網網站及電訊媒介能因為未能預計的連接問題、技術困難、申請人或第三方的軟體、設備或系統、流量、基礎設施故障，第三方的行為或本銀行無法控制的其他因素，導致互聯網網站及電信媒介未必是可靠之通訊媒介。這些因素可導致交易延誤、錯誤資料傳送、延誤執行指示或執行指示與發出指示時的價位偏差，及申請人在通訊上的誤會和錯誤、傳送缺失、阻礙、暫停、堵塞、遺失、損壞或其他申請人的指示或資訊的傳輸失敗等。倘由於任何通訊或電腦服務或系統發生故障、失靈或機能故障，或由於本銀行合理控制範圍以外的任何其他事件或情況，致使本銀行不能履行、中斷履行或延遲履行各項義務或發生任何傳送失誤的情況，本銀行無須就申請人因此引致或遭受的任何損失或損害承擔任何種類的任何責任(法律另有規定者除外)，並得暫時停止各項服務，申請人絕無異議並同意自行改以其他方式處理相關事項。

12.6 Subject to Clause 12.7 and Clause 12.8, in case of any direct loss suffered by Applicant in using Website or the Service as a result of Fubon's breach of this Agreement or practices prevailing in the market, Fubon will be liable for the damages pursuant to the laws, regulations, rules, directives, mandates and guidelines which Fubon is subject to.

受制於第 12.7 條及第 12.8 條，因本銀行違反本協議或市場慣例的作為而令到申請人在使用本網站及富邦商務網服務所蒙受的直接損失，本銀行會根據所有適用於本銀行的法律、規則、規例、指引、通函及守則承擔賠償責任。

12.7 Subject to all applicable laws, regulations, rules, directives, mandates and guidelines, Fubon shall not be liable for any and all remote, indirect, consequential or exemplary damages, expenses, losses or costs, contingent or special losses in using Website and the Service as the result of Fubon's breach of this Agreement or practices prevailing in the market, whether or not Fubon has been aware of such loss.

於受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本銀行不須負責就本銀行違反本協議或市場慣例的作為而令到申請人在使用本網站及富邦商務網服務所蒙受的一切間接損失，附帶或特殊的損失，不管本銀行是否得悉有關損失。

12.8 Subject to all applicable laws, regulations, rules, directives, mandates and guidelines, Fubon shall not be liable for losses of Applicant (whether or not Fubon has been aware of such loss) incurred as the result of:

於受所有適用的法律、規則、規例、指引、通函及守則規管的前提下，本銀行不須就以下因素所引致的申請人損失(不管銀行是否得悉有關損失)負責：

- A. loss in profits;
利潤損失；
- B. loss in data; or

Fubon Business Online Service Agreement

資料損失；

- C. any other loss, other than those set forth in Clause 12.6.
第 12.6 條所述的損失之外的任何損失。

12.9 Fubon shall further not be responsible or held liable for any expense, loss, damage, liability or other consequences suffered or incurred by Applicant arising from:
對於由以下原因造成申請人遭受或承擔的任何費用、損失、損害、責任或其他後果，本銀行將不承擔任何責任或義務：

- A. Fubon acting in good faith on Applicant's instructions;
本銀行以善意執行申請人的指示。
- B. the cancellation or termination of all or any of the Account(s) and/or the Service(s);
取消或終止所有或任何帳戶和/或服務。
- C. the cancellation, withdrawal, revocation or suspension of Applicant's transactions or any failure to execute or effect transactions or orders from Applicant where it is attributable to any circumstances or events beyond Fubon's control;
申請人的交易取消、退回、撤銷或暫停，以及執行失敗，或因任何本銀行無法控制的情況或事件影響申請人的交易或命令。
- D. the leakage of any instruction or information relating to Applicant by any telecommunication company, equipment, device of intermediary through which the instruction or information is communicated to or from Fubon or its agents or any other third party;
透過傳遞指示或資訊給本銀行或其代理人或何任其他第三方的電信公司、設備、中介設備洩漏任何關於申請人的指示或資訊。
- E. any circumstances before receipt of notification by Fubon of any security breach;
收到本銀行通知任何安全漏洞之前的任何情況。
- F. any delay in the Applicant's disclosure of the Security Credentials;
申請人延誤揭露安全認證資訊。
- G. any delay in the Applicant notifying Fubon of any security breach of the Security Credentials;
申請人延誤通知本銀行安全認證資訊有安全漏洞。
- H. any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the service, Acts of God, government act, flood, fire, civil commotion, strike, war or any other causes beyond Fubon's reasonable control;
與服務有關的任何機械故障、電源故障、無法運作、故障、中斷或設備不足，或不可抗力因素、政府行為、水災、火災、暴動、罷工、戰爭或任何超過本銀行可控制範圍。
- I. any transaction effected as a result of a forged instruction and/or any other fraudulent conduct where the forgery and/or fraudulent conduct could not be easily detected or where the forgery and/or fraudulent conduct is due to the act, omission, negligence, fraud or wilful default of Applicant, its employees or agents or third parties; and
由於偽造的指示和/或其他欺詐行為無法被輕易察覺，或該偽造和/或欺詐行為是由於行為、遺漏或疏忽造成，或申請人及其員工或代理人或第三方欺騙或故意違約而影響交易。
- J. any delays in connection with any security processes performed by Fubon for fraud detection, anti-money laundering, or sanctions or to comply with any law or regulations.

Fubon Business Online Service Agreement

本銀行為執行欺詐檢測、反洗錢或制裁或為遵守法律或規範而進行的安全程序而造成延誤。

- 12.10 Fubon shall be liable for death and injury resulted from Fubon's willful act, gross negligence or fraud, or for all the damages incurred as the result of Fubon's deception.
就有關因本銀行的故意失責或詐騙行為而引致死亡及個人受傷的損失，及因本銀行的欺詐行為而引致的一切損失，本銀行會負責所有賠償責任。
- 12.11 Applicants shall indemnify Fubon and any Information Supplier, employee, officer, nominee, director, agent or hired person thereof promptly on a full indemnity basis, from and against any legal action or litigation undertaken, and all the costs and expenses arising from any legal liability, claim, demand, loss (direct or consequential), damages and lawsuit charge of any kind and nature (including but not limited to, the legal fee payable, duties, taxes and other levies on a full indemnity basis), and any and all liabilities of whatsoever nature or description howsoever arising which Fubon may sustain or incur direct or indirect in connection with the execution, performance or enforcement of the Agreement, provided that such liability, action or cost is not due to a willful act, gross negligence, or deception of Fubon, any Information Supplier, any employee or hired person thereof. This obligation shall survive and remains binding when Fubon has terminated its service with Applicant.
除非本銀行、任何資料供應商及其各自之員工、高級職員、被任命者、董事、代理人或僱員之故意失責或詐騙行為所引致，否則申請人須承擔賠償本銀行、任何資料供應商及其各自之員工、高級職員、被任命者、董事、代理人或僱員因提供服務、資料及或報告或行使維持本銀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(直接或間接的)、損害賠償、訟費、任何形式之費用及開支(包括不限於按全數彌償基準支付之法律費用、義務、稅和其他徵收費用)，或本銀行可能因執行本協議而可能持續或直接或間接產生的任何性質或描述的任何及所有責任。此項責任於本銀行終止向申請人提供服務後仍然生效。
- 12.12 Applicant understands that, any Information related to the Account and/or Transaction supplied on Website is for reference only. Unless there is any apparent mistake or Applicant has demonstrated and convinced Fubon of any false situation, records related to accounts, Transaction and Information stored at Fubon shall be final, conclusive, and binding upon Applicant. To the extent permitted by the law, Applicant agrees that records of computer data and/or transaction codes are admissible to the court as evidence, and capable of demonstrating the facts concerning the Transaction and communication in question. To avoid any doubt, Fubon can use the latest Information received upon executing any Instruction given by Applicant, which is binding upon Applicant, even if such latest information is different from the Information published on Website.
申請人明白，在網站所提供有關任何帳戶及或交易的資料，僅供參考之用。除非有明顯錯誤或除非申請人證明並令本銀行信納實情並非如此，本銀行內部有關帳戶、交易及資訊之紀錄均為最終定論，及有關內容的確認，對申請人具有約束力。在適用法律允許的限度內，申請人同意電腦數據記錄及或交易編號，應獲接納為呈堂證據，證明存在該等交易及通訊及其中所載的事實。為免生疑問，本銀行可使用於執行申請人之任何交易指示時所獲得之最新資訊，即使該等最新資訊與本銀行可能已透過網站公佈之資訊有所不同，該等交易仍對申請人具有約束力。

Article 13 Contacts and Advertisements

第十三條 連繫與廣告

- 13.1 Fubon does not recognise the content or accuracy of any other webpage or website connected to this Website, including but not limited to, those connected through advertisements or search engine, nor is Fubon responsible for such content or accuracy. Fubon shall not be responsible for any damages or loss arising from relying on or otherwise making use of such webpage or website.
本銀行並無認可任何其他網站之網頁或與本網站連繫之任何其他網站(包括但不限於透過廣告或搜尋器而連繫之任何網站)之內容或準確性，對其有關內容或準確性亦不承擔任何責任。本銀行茲此明確

Fubon Business Online Service Agreement

表示概不承擔因信賴或以其他方式使用該等網頁或網站而導致任何種類之損失或損害之責任。

- 13.2 Communications or transactions or other promotional activities engaged by and between Applicant and website advertisers shall be matters exclusively between Applicant and website advertisers. Fubon shall not be responsible for any damages or loss arising from any such transaction or advertisement published on Website. 申請人與網站廣告商通訊或進行交易或參與其推廣宣傳活動，乃純屬申請人與該等廣告商間之事情。本銀行對因該等交易或網站刊登之廣告而導致任何種類之損失或損害概不負責。

Article 14 Internet Banking Privacy Policy

第十四條 網路銀行私隱政策

- 14.1 When using the Website or the Service, Applicant and any authorised users may provide Fubon with personally identifiable information, such as name, address, or personal financial information. By connecting to or using the Website or the Service, Applicant agrees that Fubon may use such information, consistent with the Privacy Statement.
當使用網站及或網路銀行服務時，申請人或被授權的使用者會向本銀行提供若干申請人之個人資料，例如申請人之姓名、地址、出生日期及銀行帳戶資料。申請人對申請人之個人資料有若干權利。透過進入或使用網站及或網路銀行服務，申請人同意本銀行可根據不時修訂在網站所刊登之私隱政策而取得及使用申請人之個人資料。
- 14.2 Consistent with the Personal Data Protection Act 2012, other applicable laws and the Privacy Policy, Fubon will take reasonable and practical measures to keep personal data provided to Fubon through the FBO confidential. For details on how Fubon protects Applicant's personal data, please refer to the Privacy Policy. 除非當時適用之法律或規例或具司法管轄權之法院另有規定，以及有關之私隱政策另有規定外，本銀行將採取合理地切實可行之步驟，以維持申請人個人資料之保密性，除本銀行私隱政策(經不時修訂)及或條款所規定外，未經申請人授權，本銀行概不會向任何個人或各方透露該等個人資料。欲知本銀行如何保障閣下之個人資料，請參閱本銀行之私隱政策。
- 14.3 When Applicant uses Website or the FBO, "cookie" data may be transmitted to Applicant's computer, or Applicant's computer may request such data. Applicant may remove or refuse any such cookie file, but shall not alter the cookie transmitted from the Website.
在申請人使用網站及或網上銀行服務期間，多組稱為「曲奇檔案」(「cookies」)之資料或會傳送至申請人之電腦或申請人之電腦或會要求該等資料。申請人可移走或拒絕任何該等「曲奇檔案」，但申請人不得更改由網站傳送往申請人電腦之任何「曲奇檔案」。
- 14.4 Applicant acknowledges that removing or disabling cookies may affect the FBO and certain functionality may not be available.
申請人承認，若干交易如不使用「曲奇檔案」將不能在網站上處理。
- 14.5 Applicant's consent shall survive the termination of any or all of the Account(s) and/or the termination of any relationship between Fubon and Applicant for any reason whatsoever.
申請人的同意在任何或所有帳戶終止以及/或由於任何原因終止本銀行與申請人之間的任何關係仍持續有效。

Article 15 Joint Obligations

第十五條 共同義務

- 15.1 In the event where Applicant consists of two or more persons (the "Representatives"), each Representative hereby represents and guarantees that:
若申請人有超過一人時，每位申請人陳述及保證如下：

Fubon Business Online Service Agreement

- A. By performing the obligations for any Representative, Fubon is discharged from the obligations specified in Article 14 of this Agreement.
如本銀行向任何一人履行義務，即可解除本章則所載本銀行的義務。
- B. Each Representative shall be jointly and severally liable for the responsibilities hereunder.
每人均須共同及個別承擔本章則項下的責任。
- C. Each Representative shall be subject to this Agreement, even if (i) any other Representative who is originally bound to the Agreement is no longer so bound; or (ii) this Agreement is void or unenforceable with respect to one or more Representatives (whether known to Fubon or not).
每人均受本章則約束，即使(i)任何原擬受約束的任何其他人士不受約束。或(ii)本章則對於任何一人或多人屬於失效或不可執行（不論本銀行知情與否亦然）。
- D. Fubon has the right to handle any matter concerning only one Representative of Applicant, without damaging or affecting the right, power, and compensation to be entitled from any other Representative; by issuing any notice to one Representative of Applicant pursuant hereto, Fubon shall be deemed having issued an equally binding notice to all the other Representatives of Applicant.
本銀行有權與任何一人分開處理任何事項，並不損害或影響本銀行針對任何其他人士而享有的權利、權力及補償；及向任何人發出本章則的任何通知時，應當作已向所有人發出相同並有效的通知處理。

15.2 If Applicant is a sole proprietorship or partnership, the following terms shall apply:

申請人若為商號(不論是獨資或合夥)，以下條款亦將適用：

- A. Applicant, any principal thereof, and any Representative who currently operates, or in the future will operate, the business, shall be jointly and severally liable under this Agreement.
申請人及其東主或合夥人和現時或日後以該商號名義經營之人士，應共同及個別對本章則負責。
- B. Applicant shall notify Fubon of any changes made to the composition or member of the business. Unless an individual's responsibilities have been expressly discharged, any person executing the Application in the capacity of principal, shall continue to be liable under this Agreement.
如商號之組成或其成員有所改變，申請人須通知本銀行，及除非有明確地解除責任，否則申請人及其所有以東主或合夥人身份簽署申請表的人士，須繼續對本章則負責。

15.3 If Applicant is a company (including partnership), Applicant hereby represents and guarantees that:

若申請人是一間公司（包括合夥公司），申請人陳述及保證如下：

- A. Applicant is effectively existing and duly incorporated pursuant to the law of the country it is established, and has complied with all the relevant requirements.
申請人根據其成立地點的法律正式註冊成立，並且有效存在及符合有關規定。
- B. Applicant has the right and power and authorisation to execute and perform this Agreement.
申請人具有權利、權力及授權訂立及履行本章則。
- C. Applicant's obligations hereunder are legal, valid, binding and enforceable obligations pursuant to the terms and conditions herein.
本章則中的申請人義務，按照其條款均可構成申請人的合法、有效、具約束力及可執行義務。

Article 16 Amendments

Fubon Business Online Service Agreement

第十六條 修訂

Fubon may revise or add new terms to this Agreement. With respect to any change to Service fees or Applicant's obligations, such change shall become effective after Fubon provides such notification no less than 30 days in advance to Applicant. Other changes shall become effective upon such notice being posted to the Website. If Applicant refuses to accept any change made to the Agreement, Applicant may notify Fubon in writing to terminate this Agreement, as provided in Article 9.

本銀行可隨時修改本章則或增補新規條，就有關費用及申請人責任的修改，在本銀行發出不少於 30 天書面通知予申請人後生效，就其他修改，在本銀行發出合理時限的書面通知予申請人後生效，若申請人不接受有關修改，可書面通知本銀行終止本協議。

Article 17 Intellectual Property Rights

第十七條 知識產權

Applicant understands and agrees that all Information, the Website, and any constituent software contained therein, is Fubon's and each Information Supplier's exclusive property. Without Fubon's written consent, such property cannot be used for purposes other than for FBO, nor shall it be reproduced, sold, transferred, leased, franchised or otherwise assigned to any third person, and no one shall try to compile, reverse engineer or access any such software without the express written consent of Fubon.

申請人明白及同意，有關專有資訊、網站及其中一切組成軟件，為本銀行及個別資訊供應商的專有財產，未得本銀行書面同意，不可除使用富邦商務網服務外作其他用途；或複製、出售、轉讓、出租、轉批出特許權或以其他方式轉給任何第三者；或試圖對任何服務軟件進行反匯編、逆向工程、輸入或匯編。

Article 18 Set-off Liens

第十八條 抵銷留置權

- 18.1 Without prejudice to, nor addition of any general lien, set-off right or other rights arising from holding of any pledge entitled to Fubon with respect to any account, Applicant agrees that Fubon may merge and combine any outstanding debts in all accounts opened at Fubon without notifying Applicant, so as to offset or settle all of the outstanding debts owed to Fubon or any other payable debt, whether or not such debt is actual or potential, major or contingent, exclusive or jointly liable. Fubon's rights described above shall not be affected by Applicant's dissolution or death.

在不損害及添加於本銀行對任何帳戶可能擁有的任何一般性留置權，抵銷權或其他因持有抵押而產生的權利下，申請人同意本銀行可不經通知，將申請人開設於本銀行帳戶內之所有存款項及積欠本銀行之債務加以合併，並抵銷或撥付所積欠本銀行或其他應償之債務，不論其為實際或可發生之債務、主要或附屬之債務、個別或連帶之債務，同時本銀行行使上述之權限，亦不因申請人之解散或消滅、死亡而受影響。

- 18.2 Applicant has the right to retain any or all, existing and in the future, property delivered in any manner to Fubon for custody or preservation. Fubon also has the right to withdraw, sell, collect such property, and sell the whole or part of it at the price decided by Fubon, and settle any outstanding amount owed by Applicant by deducting all of the relevant costs, fees and expenses from the proceeds generated therefrom. Alternatively, Fubon has the right to request Applicant to transfer or otherwise arrange to transfer all of the legal rights pertaining to such property to Fubon, representative of Fubon or another person designated by Fubon, at the

Fubon Business Online Service Agreement

expense of Applicant, until and unless all of the outstanding amounts are settled or repaid by Applicant.

本銀行有權留置申請人任何或所有，現時及將來，透過任何途徑交予本銀行作保管或存放等其他用途之財產。同時本銀行有權提取、變賣、收回該等財產並以本銀行自行決定的價格將其全部或部份售賣，然後將所得款項在扣除所有成本費用和開支後，清償申請人拖欠本銀行之任何款項；或本銀行有權要求申請人執行轉讓或以任何安排將該等財產之所有法定業權轉讓予本銀行、本銀行代名人或其他指定人而一切所需費用由申請人支付；直至所拖欠之款項全部清償或申請人償還所有款項為止。

Article 19 Voice Recording and Document Preservation

第十九條 錄音及文件保存

19.1 Fubon may, but shall not be obliged to, record any Instructions which the Applicant provides by phone and the telephone conversations between Fubon and Applicant in the course of operation. All of the voice recordings shall belong to Fubon, and can be served as conclusive evidence concerning the given Instruction, which is binding upon Applicant. Applicant hereby agrees to Fubon's recording of any such Instruction and all such conversations.

本銀行可(但無義務)對所有透過電話下達的指示及申請人或任何其他其授權人士在業務運作中與銀行之電話對話錄音。所有該等錄音都屬本銀行擁有，並可作下達指示的決定性證據，及對申請人具約束力。申請人現同意該等錄音。

19.2 Documentation relevant to the Service will be preserved and retained for periods prescribed by Fubon, consistent with applicable law, and Fubon may destroy such documentation upon the expiration of such prescribed period.

本銀行可訂定保存申請人及其他文件的期限，並可能在期限過後銷毀其正本。

Article 20 Assignment

第二十條 轉讓權

20.1 Applicant shall not transfer any right or obligation hereunder to others without Fubon's express written consent.

倘申請人未經本銀行書面同意，不得轉讓其於本約定書下之權利或責任。

20.2 Fubon may transfer or assign, in whole or in part, any rights and/or obligations imposed hereunder to any Person. The transfer or assignment will be provided to Applicant in writing (the "Notification Letter"). The Applicant shall acknowledge receipt of the Notification Letter by signing the Notification Letter and returning the same to Fubon. If no acknowledgement has been received within [30] days from the date the Notification Letter is sent, it shall be deemed that the Applicant has accepted the terms and conditions of the Notification Letter.

本銀行可隨時把本約定書下之權利及或義務全部或部份轉讓或轉移至任何人士而毋須取得申請人同意。

Article 21 Communications

第二十一條 通訊

21.1 Applicant shall immediately notify Fubon of any change of Applicant's address, contact number or other personal data. Any consequence arising from failure of receiving Applicant's latest personal data shall be the responsibility of Applicant.

當申請人的地址，聯絡電話或其他個人資料有任何更改，須立即通知本銀行更正。所有源於本銀行未持有申請人最新個人資料引致的後果概由申請人負責。

21.2 Fubon will send any notice required under this Agreement to the latest address Applicant has registered with

Fubon Business Online Service Agreement

Fubon, and the mail will be delivered by hand, posted, faxed, telegraphed, or via electronic mail. If delivered by hand, the notice will be deemed successfully received immediately after it is dispatched or placed at the latest address available; if delivered by fax, telegram or electronic mail, it shall be deemed successfully received upon the date it is sent; if delivered by post, it shall be deemed successfully received after the date it is posted.

本銀行將依照申請人最後登記地址發出通訊，通訊可以專人送遞、郵遞、圖文傳真、專用電報或電子郵件發出。如由專人送遞，在送遞或留放在上述地址後，即視為已送達申請人。如採用圖文傳真、專用電報或電子郵件，則於發出當日即視為已傳達申請人。如採用郵遞，於寄出後即視為已寄達。

Article 22 Miscellaneous

第二十二條 其他條款

- 22.1 Severability: Any term of this Agreement is severable and binding, and not supplementary to each other. If at any time any term is declared void or non-severable, such term shall not affect or impair validity, legal status, and execution of other terms.
可分割性：本章則之任何條款均具獨立效力及互不從屬。若在任何時候個別條款被裁定無效或不能予以執行，則不影響或損害其餘條款之效力、法律地位及執行性。
- 22.2 Force Majeure: Fubon will not be liable for any damages directly or remotely arising from government intervention, war, strike, nature disaster, or any other event beyond Fubon's reasonable control.
不可抗力：本銀行毋須就任何損失直接或間接因任何政府干預、戰爭、罷工、自然災害或任何其他非本銀行可合理控制之事件而未能進行申請人之指示而負責。
- 22.3 Waiver: By failing to exercise or delaying the exercise of any right, power or privilege of this Agreement, Fubon does not waive such right, power or privilege. By exercising a part of any right, power or privilege, Fubon is not excluded from re-exercising such right, power privilege.
放棄權利：本銀行未能或延遲行使本章則的任何權利、權力或特權，不會當作放棄有關權利、權力或特權。而單項或局部行使有關權利、權力或特權，並不排除另行或再次行使有關或任何其他權利、權力或特權。

Article 23 Jurisdiction and Limitation

第二十三條 司法管轄權及限制

- 23.1 This Agreement and terms contained therein are governed by the laws of the Republic of Singapore. The parties agree to submit any dispute arising therefrom to the non-exclusive jurisdiction of the courts in the Republic of Singapore. For the avoidance of doubt, this does not prevent Fubon from pursuing any legal action in the court of any other jurisdiction.
本章則及條款受新加坡法律管轄。雙方同意接受新加坡法院對任何爭議的非專有司法管轄權管轄。但這不得影響本銀行在任何擁有司法管轄權之法院進行訴訟。
- 23.2 Some countries may prohibit FBO and Applicant has the responsibility to verify such restriction and comply with it. If the FBO is prohibited under the laws of any country, Fubon will not provide FBO to any Applicant or Person in such country.
若干國家可能禁止或限制富邦商務網服務。申請人有責任查明該等限制及遵行之。如當地法律禁止使用富邦商務網服務，對於駐留該國人士，本銀行不提供富邦商務網服務。

Article 24 Transfer of Applicant Information

第二十四條 申請人資料傳送

Fubon Business Online Service Agreement

24.1 Applicant irrevocably and unconditionally authorises and consents to the disclosure of any personal data or data used in Fubon Business Online Service (the “Relevant Data”) relating to the Applicant and the Account(s) by Fubon to:

申請人不可撤銷地且無條件地授權並同意揭露申請人使用富邦商務網服務時與申請人及本銀行帳戶有關的任何個人資料或數據(有關資料)予下列單位使用：

- A. Fubon’s parent or ultimate holding company in Taiwan, any of its affiliates (including branches);
本銀行在台灣的母公司或最終控股公司的任何附屬機構（包括分行）。
- B. the Monetary Authority of Singapore and any statutory and revenue authorities;
新加坡金融管理局及任何法定及稅務機關。
- C. the police and any public officer conducting an investigation;
警方和任何公職人員進行調查。
- D. any of Fubon’s branches or head office in or outside Singapore;
本銀行在新加坡境內外的分行或總部。
- E. Fubon’s auditors and any person or organisation, whether in Singapore or elsewhere, providing electronic or other services to us;
無論是在新加坡還是其他地方，本銀行的稽核人員和任何提供我們電子或其他服務的個人或組織。
- F. any person or organisation whether in Singapore or elsewhere, engaged by Fubon for the purpose of performing or in connection with the performance of its services or operational functions where such services or operational functions have been outsourced; or
無論是在新加坡還是其他地方，任何接受本銀行外包執行服務或與執行服務及功能有關的個人或組織。
- G. any person to whom disclosure is permitted or required by the Banking Act (Chapter 19) of Singapore;
新加坡銀行法（第 19 章）允許或要求披露的任何人。
- H. the supervisory institution and judicial authority of Taiwan, which has the right to demand Taiwan headquarters to disclose and provide such data, including transmitting Relevant Data to Taiwan headquarters
台灣之監管機構及司法機關在認為有需要的情況下有權要求台灣總行披露及提供資料，包括傳送至台灣總行的有關資料。
- I. any other person or entity in connection with any statutory provision, law or regulations, including where required by any domestic or overseas regulators or tax authorities to establish your tax liability in any/or the relevant jurisdiction.
與任何法定條文、法律或規範有關的任何其他人或實體，包括任何國內或海外監管機構或稅務機關在任何/或相關管轄區內確定您的稅務責任。

24.2 Without prejudice to the foregoing, Applicant further authorises such disclosure:

在不影響上述情況下，申請人進一步授權下列揭露：

- A. To any credit bureau or any other organisation or corporation or to any member thereof, for the purposes of, without limitation, assessing Applicant’s credit worthiness; and
任何信用機構或任何其他組織或法人或其任何成員為了包含(但不限於)進行申請人的信用價

Fubon Business Online Service Agreement

值評估。

- B. In connection with any assignment, transfer or novation by Fubon in relation to the Account(s) as contemplated in Clause 20.
任何本銀行根據本條款第 20 條針對帳戶進行移轉、轉讓或更新。
- C. Where any banking facility has been granted at any time to Applicant, or where Fubon accepts or incurs any liability to a third party at Applicant's request, Applicant consents to Fubon disclosing at any time and without prior notice, information concerning the Account(s) or other relevant particulars of the Account(s) to any surety or other person who has undertaken liability or provided security for the Account, and/or any other person to whom it is necessary to provide such information in the course of Fubon's enforcement of such security.

當任何銀行設施在任何時間被授予申請人，或本銀行根據申請人的要求接受或承擔第三方的任何責任，申請人同意本銀行不須事先通知，可在任何時間揭露有關該帳戶的資訊，或向擔保人或為該帳戶提供擔保的任何擔保人或其他人，和/或在本銀行執行安全過程中需要提供此類資訊的任何其他人提供其他相關詳細資訊。

- 24.3 This consent shall survive the closure or termination of any or all of the Account(s) and/or the termination of any relationship between Applicant and Fubon for any reason whatsoever.
此同意在任何或所有帳戶結清或終止以及/或由於任何原因終止本銀行與申請人之間的任何關係仍持續有效。

Article 25 Fees 第二十五條 費用

Fubon will supply Applicant with a fee schedule concerning the provision of the Fubon Business Online Service. If the fee schedule or payment instructions is changed or revised, Fubon will endeavour to notify Applicant on the website to announce such change or revision at least 30 days beforehand.

本銀行會提供予申請人有關提供富邦商務網服務的收費資料。若有關收費或支付時限有所更改，本銀行會向申請人發出不少於 30 天的通知。以上所述費用是附加於本銀行透過富邦商務網服務所執行的個別交易所收取的費用。

The Applicant shall comply with all third party terms and conditions, and bear all fees and charges incurred in relation to the use of the Services (including but not limited to, fees and charges of internet services providers and telecommunication services providers).

申請人應遵守所有第三方條款和條件，並承擔與使用服務相關的所有費用（包括但不限於網路服務提供商和電信服務提供商的費用）。

Article 26 Notices for Security and Complaint 第二十六條 保安及投訴的通訊

If Applicant discovers or suspects that the security of Fubon's service is flawed or mistaken, or has any complaint concerning FBO, please contact Fubon in the following manner:

若申請人發現或懷疑任何保安方面的漏洞或失誤或對富邦商務網服務有任何投訴，必須盡快按以下通訊渠道與本銀行聯絡。

Taipei Fubon Commercial Bank, Singapore Branch (台北富邦商業銀行，新加坡分行)

Tel (通訊電話): (65) 64709860

Email (客服信箱): fboop.bank@fubon.com