

Internet / Mobile Banking Services in Offshore Banking Unit (OBU-2018-01)

General Terms and Conditions

1. Bank Information

- (1) Bank: Yuanta Commercial Bank
- (2) Complaint and Client Service Hotline: 0800-688-168
- (3) Website: <https://www.yuantabank.com.tw/>
- (4) Address: 1F, No. 66, Sec. 1, Dunhua S. Rd., Songshan Dist., Taipei City 10557
- (5) Fax: 02-2592-0108
- (6) E-Mail: service@yuanta.com

2. Scope of Application

This Agreement shall constitute the general terms and conditions for personal computer banking, internet banking and mobile banking services. Unless it is otherwise stated in other individual agreement, the terms and conditions of this agreement shall be applicable. **No other individual agreement shall contradict this agreement, except for those that are more beneficial to the Client. Where the terms and conditions of the agreement are ambiguous, interpretations shall be made favorable to the Client.**

3. Definitions

- (1) "Internet Banking" means that the Client may directly access the various financial services provided by the Bank without going to the bank counter personally once the Client's computer terminal connects with the Bank's computer via the internet.
- (2) "Mobile Banking" means the Client may use all types of smartphones (i.e. smart phones equipped with the open operating system that enables data or software program input, access and expansion.) and telecommunications signals to directly access the various financial services provided by the Bank without going to the bank counter personally once the Client's computer terminal connects with the Bank's computer via the internet.
- (3) "Electronic Message" means a record in electronic form transmitted by the Bank or Client with computer, or through the network connection. The record is made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, and is capable of conveying its intended information. The said record is provided for electronic processing.
- (4) "Digital Signature" means an electronic signature generated by the use of mathematic algorithm or other means to create a certain length of digital data encrypted by the signatory's private key, and capable of being verified by the public key.
- (5) "Private Key" means certain digital data that are contained in the digital data having the parity matching relation and are possessed by a signatory to create a digital signature.
- (6) "Public Key" means certain digital data that are contained in the digital data having the parity matching relation and are open to the public to verify a digital signature.
- (7) "Certificate" means an electronic attestation that links signature-verification data to a person and confirms the identity and attribute of that person.
- (8) "Account" means the TWD demand deposit account designated to make the relevant payment on behalf of the Client as agreed to by both parties in writing.
- (9) SSL (Secure Socket Layer) Mechanism means transferring data between a client and server over a network according to the SSL protocol to ensure the message privacy and integrity.

4. Mobile Banking Services

The Client agrees to apply for an internet bank account before applying for a mobile bank account. To receive all types of mobile banking services, Client also agrees to access the "mobile bank" with the "internet bank" user ID and password. The actual services shall refer to current services provided by the Bank's mobile banking service system or services to be added by the system. Regulations governing all types of mobile bank transactions and methods of setting up mobile banking services (such as limit per outward transfer and designated account for standing order) are identical with those of the internet bank and shall be calculated together with those of the internet bank. All of the current (including past settings that have not yet been cancelled) and future settings of and agreements on (such as the designated account number for outward or inward transfer) the Client's internet account are/ will be applicable to the mobile bank. The number of log in errors will also be calculated with that of the internet bank. Besides, if the Client desires to terminate internet banking services, mobile banking services will be terminated simultaneously. The Client's user ID and password are applicable to both of the internet and mobile banks; however, the Client will not be able to log in both of the internet and mobile banks in the same time.

5. Conformation for downloading the internet/mobile bank APP

Before using the internet banking services, the Client shall verify the website of internet bank. The Client shall also verify the mobile bank APP (application), download link and installation/ access methods before his/ her/ its use of the mobile banking services. In case of having any questions, please call the Bank's client service hotline or contact services desks at the Bank's business premises.

The Bank shall also, in ways recognized by the general public, notify the Client of the risks of internet bank's application environment.

The Bank shall fulfill its obligations as a good manager to maintain the accuracy and security of the APP service on the website or mobile device. In the meantime, the Bank shall be aware of any counterfeit website to possible damages to the Client's rights and benefits

6. Internet connection

The Bank and the Client agree to transmit and receive the electronic messages via the internet as agreed.

The Bank and the Client shall enter into service agreements with the internet or telecom provider with respect to their rights and obligations respectively, and shall bear the fees for accessing to the internet respectively.

Where the communications line is busy or interrupted due to system maintenance, and resulted in a suspension of the internet/ mobile banking services, the Client may voluntarily choose to use other automation system that provides normal services, go to the Bank's counter during the service hours for relevant services, or wait until the system resumes the services.

7. Receipt of and response to electronic message

Upon receipt of an electronic message containing digital signature or other symbols agreed to by the Bank and Client for verification of identity, the Bank shall provide the Client with a webpage that displays the important information in such electronic document of transaction for the Client's re-verification, unless it is a matter of inquiry. The Bank shall then proceed to verify or process it immediately, and inform the Client of the verification or processing result.

Where it is impossible for the Bank or the Client to identify the contents of any electronic message from the other party, the electronic message will be deemed never transmitted. However where the Bank is able to identify the Client's identity, the Bank shall notify the Client of the facts that contents therein are not identifiable.

8. Non-execution of electronic message

In the occurrence of any of the following circumstances, the Bank may refuse to execute any electronic message it receives:

- (1) Where the Bank has substantive reason to doubt the authenticity of electronic message or the accuracy of matters instructed herein.
- (2) Where the Bank will violate laws and/or regulations should the Bank process the electronic message;
- (3) Where it is unable for the Bank to debit the fees payable by the Client from the Client's account due to causes attributable to the Client.

If the Bank will not execute the electronic message due to any of the foregoing paragraphs, the Bank shall concurrently notify the Client of the circumstances and the reason for non-execution in any of the manners agreed to by both parties. The Client may then make enquiries with the Bank in any of the manners agreed to by both parties after receipt of the Bank's notice. However, the Bank is not responsible for execution failures that are attributable to mobile communications operators due to poor transmission quality.

9. Time limit for electronic message exchange operations

The electronic message will be processed by the Bank's computer automatically. The Client shall not withdraw the electronic message after the message is transmitted to the Bank, and after the Client has verified the message contents according to the re-verification mechanism as described in Paragraph 1 of Article 7. However, the Client may withdraw or modify the scheduled transactions which date has not yet arrived within the time limit specified by the Bank.

Where the electronic message is transmitted to the Bank via internet and is being automatically processed by the Bank's computer after the service hours (please refer to service hours announced on the Bank's official website), the Bank shall immediately notify the Client of it by electronic message, informing the Client that the transaction will be processed on the following business day or according to other agreed terms.

10. Service items and limitations

The Bank shall specify services provided under this Agreement. Where relevant messages are presented on the internet banking website, the Bank shall ensure the accuracy of information and fulfillment of its obligations, which shall not be lower than those stated on the website. Above service items shall refer to services provided by the Bank's internet/ mobile bank.

(1) Foreign deposit services

- i. For the conversion from comprehensive foreign currency demand deposit to comprehensive time deposit, termination of comprehensive foreign currency time deposit or conversion of the foreign currency demand deposit currency, the converted amount shall be limited to the available balance of the foreign currency demand deposit account.
- ii. Foreign currency deposit transfer
 - a. The Client shall apply for the internet bank transfer service in the Bank's business premise, and set any of his/ her/ its foreign currency demand deposit account at the Bank as the designated outward transfer account in advance. Where the Client desires to set another foreign currency demand deposit account as the outward transfer account, the Client shall follow terms and conditions of the account. Upon submission of the application, the Client may transfer in only the same currency into his/ her/ its other foreign currency demand deposit account at the Bank or into a previously designated foreign currency demand deposit account of third party at the Bank.
 - b. Transfer between the Client's accounts at the Bank

The Client shall apply for internet banking inter account transfer service in the Bank's business premise. All of the Client's foreign currency demand deposit accounts at the Bank can be set as the outward transfer account and there is no need to follow each term and condition of the account. However, the receiver account must be the Client's foreign currency demand deposit account opened in the Bank.

- iii. The foreign currency account designated to cover future compensation claims must not be designated as the outward transfer account.

(2) Outward remittance services

- i. The Client shall apply for the designated outward remittance beneficiary and beneficiary (inward transfer) bank in the Bank's business premises and personally confirm relevant details beforehand. Where the remittance is delayed or fails to reach the beneficiary due to mistaken beneficiary/ beneficiary bank information or other reasons not attributable to the Bank, the Bank is not liable for the incident.
- ii. **The Client acknowledges that the outward transfer amount equals to the outward remittance amount plus the Bank's commission and cable charges in foreign currency.**
- iii. The agreed beneficiary shall be an account established other domestic or foreign bank, and no transfer from the Bank's OBU to DBU is allowed.
- iv. Upon confirmation of the Client's foreign currency outward remittance instruction, the Bank will deduct the amount from designated outward remittance account according to the remittance instruction.
- v. Concerning the outward remittance transaction, the Client authorizes the Bank or the Bank's correspondent bank to process outward remittance funds, using any method the Bank deems appropriate, and the Bank may also use any correspondent bank as the paying bank or intermediary bank. The Bank will not be liable for any errors of the paying bank or intermediary bank, regardless whom such banks were designated by. Where the Client requests the Bank to assist in tracking or query, the Bank may charge the Client with service fees, postage and all the service fees incurred from foreign banks. The Bank may demand partial payment for the above services beforehand and is not obliged to arrange advances for the Client.
- vi. Where the remittance is delayed or cannot reach the beneficiary due to reasons not attributable to the Bank, the Bank is not liable for it. Where the remittance shall be cancelled or forwarded under the assistance of the Bank due to the said reasons, the Bank may charge the Client with service fees and the Client shall also be liable for postage and all the service fees incurred from foreign banks.
- vii. Where the outward transfer account is a foreign currency account, the Client agrees that the outward transfer amount equals to the remittance amount plus the Bank's service fees and cable charges, which shall be calculated according to the buying spot rate set by the Bank at the time, in foreign currency.
- viii. The Client agrees that the Applicant shall bear the remittance expense and the beneficiary shall bear other expenses (will be deducted from the remittance amount by the foreign paying bank or intermediary bank).

(3) Inquiry services

Foreign currency Account Summary Inquiry	Account Inquiry	Foreign Exchange Deposit Transaction Details Inquiry	the Balance of Foreign Exchange Deposit Inquiry
Early Termination Interest Calculator	Inward Remittance Inquiry	Outward Remittance Inquiry	Clean Collection Inquiry
the Balance of Forward Transaction Inquiry	Import Bills/ Bills for Collection Inquiry	Export Bills Negotiation/ Bills for Collection Inquiry	Import LC Issuance Inquiry
LC Advising Inquiry	Other inquiries		

(4) Fund / trust services shall be conducted according to the Bank's rules.

(5) The Bank may actively grant the Client the access to or cease the Client's access to the new internet/ mobile banking service. The Client agrees to abide by regulations concerning the new service.

(6) The application of designated foreign currency transfer account and designated foreign currency outward remittance accounts will become effective on the next business day. However, the cancellation of designated inward transfer account applied through the internet/ mobile bank will immediately become effective as regulated.

(7) Other services:

- i. Cancellation of inward transfer to designated foreign currency demand deposit account.
- ii. Application of all types of report of loss.
- iii. Renewal or cancellation of comprehensive foreign currency time deposit.

11. Transaction limit

(1) Transaction limit for OBU internet banking transactions

Items	Internet banking transaction	Transaction limit: without Identifier KEY	Transaction limit: with Identifier KEY
Outward remittance	Remittance by deducting an amount from the deposit of original currency	Less than USD500,000 or the equivalent value per transaction	Each transaction shall below: 1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.
Transfer of different	Transfer between the Client's accounts at the Bank.	Shall reach USD1,000 or the equivalent value and each transaction shall below:	

currencies	Transfer with a designated account of a third party at the Bank.	1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.
Transfer of the same currency between different accounts	Transfer from the Client's account at the Bank	The equivalent value and each transaction shall below: 1. Offshore juristic person: USD1 million. 2. Offshore individual: USD500,000.
	Transfer from a designated account of a third party at the bank.	

- (2) Deposit transactions that exceed the limit shall be processed at the Bank's counter.
12. Reservation for the transaction
- (1) **Booking foreign currency transaction date cannot be a non-business day. Where the scheduled transaction date is a provisional holiday (caused by, for example, typhoon or earthquake), the scheduled transaction will be processed based on Taiwan foreign exchange market.**
- (2) The reserved transaction will be completed only if the balance of the outward transfer account is sufficient before the Bank's operating hours on the scheduled debit date, and if the transfer amount is below the transaction limit of the day.
- (3) Where the Client desires to cancel transaction reservation, it shall be conducted no later than 12 midnight (00:00) on the scheduled debit date.
- (4) Where the Client changes the password, the unexpired reservation will remain effective.
- (5) Where the Client terminates the service, the unexpired reservation will automatically become ineffective.
- (6) After the Client succeeds in making a transaction reservation, the Client shall log in the internet bank at 10:30 am on the transaction day to check the transaction results.
13. Limits on deposit transactions
The Client must not use the internet/ mobile bank to conduct foreign currency transfer or remittance transaction that requires an approval letter or transaction document.
14. Time of deposit transactions
The real-time transfer service is available from 09:10 to 19:00 on the business day (operating hours of the Bank's headquarters). However, the outward remittance service is available only until 15:30. Where the exchange rate of foreign currency market fluctuates violently and the Bank is unable to announce the exchange rate before 09:10, the transaction will be available when the Bank announces exchange rates of the day.
15. Expenses
Starting from the day of using the service of this Agreement, the Client agrees to pay for the service fees, transaction fees and other expenses as regulated by the Bank's charging standards. The client also authorizes the Bank to deduct the said expenses from his/ her/ its account automatically. However, the Bank shall not charge the Client with unspecified fees or expenses.
Where there is any change to the charging standards or promotional measures as described in the preceding paragraph, the Bank shall, except for changes that bring benefits to the Client, make an evident notice on its website and notify the Client of it (hereinafter refer to the notification) in the manners agreed to by both parties.
Where relevant fees or expenses will be increased with changes described in Paragraph 2, the Bank shall put an option on the website, letting the Client to decide whether to accept such increase or not. Where the Client's consent is not presented before the change effective date, the Bank will suspend a part of or all of the internet/ mobile banking services starting from the change effective date. Where the Client agrees to accept with such change after the change effective date, the Bank shall immediately restore relevant services as described in the internet/ mobile bank agreement.
The announcement and notification as described in preceding paragraphs shall be made 60 days prior to the change and the change effective date shall not be earlier than first day of the next year after the announcement/ notification.
16. Software/ hardware installation and risks
Where the Client applies for the use of services under this Agreement, the Client shall be responsible for installing computer software, hardware and other security related device as required. The Client shall be solely liable for the costs and risks involved in the installation.
Where the software, hardware and related documents in the preceding paragraph are provided by the Bank, the Bank only agrees that the Client may use them to the extent they are required to enable the agreed services and the Client shall not assign, lease or deliver any of the above to third party. The Bank shall specify the minimum hardware/ software requirements for using the services on the website and on the package of the hardware/ software provided by the Bank, and shall bear the risks involved in its provided hardware/ software.
The Bank may not ask you to return the related service in the preceding paragraph upon termination of agreement, unless otherwise specially provided in the Agreement.
17. The Client's responsibility for connection
In case that the Bank has a special agreement with the Client, the Client shall perform necessary tests with the Bank before the connection may be enabled.
The Client shall be responsible for keeping the user name, password, identifier key and other identity recognition tools. The Client shall be solely liable for unauthorized access to his/ her/ its account.
Where the Client fails to change the password within one month (calendar days) upon application of the services under this Agreement, the system will automatically write off the starting password and the Client will not be able to enter the account again. In this case, the Client shall reset the password in the Bank's business premise in order to reactivate the internet banking service. If the Client has entered an incorrect password for three consecutive times, the Bank's computer will immediately suspend the Client's use of the services under this Agreement. To continue the use, the Client shall follow the relevant procedures as agreed.
18. Transaction verification
Upon completed performance of service requested in a transaction instruction, the Bank will send an electronic message to the Client or notify the Client in any of the manners agreed to by both parties. The Client shall verify the accuracy of outcome of the transaction. If there is any discrepancy, the Client shall notify the Bank to verify relevant details in any of the manners agreed to by both parties within 45 days after completion of the transaction.
The Bank shall send the Client the electronic transaction statement of the previous month in any of the manners agreed to by both parties on a monthly basis (no statement will be sent if no transaction is made in that month). **In case of find any discrepancy, the Client shall notify the Bank to verify relevant details in any of the manners agreed to by both parties within 45 days upon receipt of the statement.** With regard to the Client's notification, the Bank shall inform the Client of the investigation status or results in writing within 30 days upon receipt of the Client's notification.
Where the electronic transaction statement cannot reach the Client or is rejected due to mistaken email box or any other reasons, the Bank will resend the statement to the Client by SMS, with an operator notification, in writing or any other manners.
19. Handling of errors in electronic message
If an error occurs in electronic message during the Client's use of this Agreement's services due to reasons not attributable to the Bank, the Bank shall assist the Client in making corrections and provide the Client with necessary assistance accordingly.
If the error occurs in the said services due to reasons attributable to the Bank, the Bank shall make an immediate correction upon receipt of the notification. In the meantime, the Client shall notify the Bank of it in an electronic message or any of the manners agreed to by both parties.
If an error occurs in electronic message during the Client's use of this Agreement's services due to reasons not attributable to the Client, and if the said error refers to transferring money to a third person's account or a mistaken amount due to Client's mistaken application or manipulation (for example, key in the wrong bank code, deposit account number or amount), the Bank shall take immediate actions as follows:
(1) Provide details and information related to that transaction according to regulations.
(2) Notify the inward transfer bank to provide assistance.
(3) Report the status of handling the said error.

20. Legal authorization and liability of electronic message
The Bank and the Client shall ensure that electronic messages sent to other party are all legally authorized.
In the event of discovering unauthorized use or theft of legally authorized user name, password, identifier code or private key by a third party, or any other circumstances where legal authorization is not obtained, the Bank and the Client shall immediately notify other party, in any of the manners agreed to by both parties, to terminate the use of the said service and to adopt preventive measures.
The Bank shall remain liable for use of the services by the third party that has taken effect prior to the Bank's receipt of notification, except for any of the following circumstances:
- (1) **The Bank is able to prove the Client had any willful or negligence conduct.**
 - (2) **It has been more than 45 days after the Bank notifies the Client to verify the transaction or bill in a manner agreed to by both parties. However, there is a special circumstance (such as long distance travel or hospitalization) that impedes the Client from being notified.**
The 45 days shall begin from the end of the special circumstances. Provided, however, that the Bank shall remain liable if the Bank had any willful or negligence conduct.
The Bank shall be liable for the forensics fees incurred for investigation of the unauthorized use or theft in the preceding paragraph.
21. Information system security
The Bank and Client shall ensure security of their information system respectively and prevent illegal access to the system, acquisition, unauthorized modification or damage or destruction of business records and the Client's personal information.
In the event of the dispute over third party's removal of protection measure for the Bank's information system or use of a loophole in information system, the Bank shall bear the burden of proof with regard to non-existence of such event.
The Bank shall be liable for the damage arising from third party's unauthorized access to the Bank's information system.
22. Confidentiality obligations
Unless otherwise provided by law, the Bank shall ensure not to disclose to a third party any electronic message exchanged between the parties or any information of the Client received by the Bank in the use or performance of service under the Agreement and not to use such documents and information for purposes unrelated to the Agreement. If a third party is to be informed of such documents and information, subject to your consent, the Bank shall cause the third party to be bound by the confidentiality obligation hereunder.
In the event of a violation of the confidentiality obligation hereunder by a third party in the preceding paragraph, the disclosing party shall be deemed in breach of its obligations.
23. Damage liability
The Bank and the Client agree that in the event of damage to either party caused by delay, omission or mistake in sending or receiving electronic message under the Agreement due to circumstances for which the other party is liable, the party shall be liable for damage sustained by the other party and interest accrued thereon.
24. Recordkeeping
The Bank and the Client shall keep all electronic messages with digital signature and all records related to electronic messages sent through the services, and shall ensure the truthfulness and integrity of the records.
The Bank shall exercise the duty of care of a good faith manager in keeping the records in the preceding paragraph for at least 5 years; provided, however, that if there are longer periods specified in laws, such longer periods shall prevail.
25. Validity of electronic messages
The Bank and the Client agree to communicate by electronic messages, and the electronic documents exchanged under the Agreement shall be as valid as written documents, unless such validity is prohibited by laws.
26. Termination of Transfer
The Bank may terminate the Client's access of online transfer and other electronic payment tools upon the occurrence of any suspected improper use of the Client's account.
27. Termination of Agreement
The Client may terminate this Agreement at anytime, but needs to do so in the Bank's business premise in person or request a representative with his/ her/ its letter of attorney to do so.
The Bank may terminate this Agreement by sending the Client a written notification 30 days prior to the termination of this Agreement.
The Bank may terminate this Agreement immediately upon the occurrence of any of the following circumstances by sending the Client a written notification or in any of the manners agreed to by both parties at any time:
- (1) The Client transfers his/ her/ its rights or obligations of this Agreement to a third person without the Bank's consent.
 - (2) The Client has filed for bankruptcy in accordance with the Bankruptcy Act or filled for rehabilitation or liquidity in accordance with the Consumer Debt Clearance Act.
 - (3) The Client breaches the rules of Article 20 to 22 of this Agreement.
 - (4) The Client breaches other rules of this Agreement and fails to make a correction upon request or fail to perform his/ her/ its obligation within a specified period of time.
28. Amendment to the Agreement
Where there is any modification or amendment to provisions of this Agreement, the Bank shall notify the Client of it in writing or in a manner agreed to by both parties. The Client will be deemed to have agreed to such modification or amendment unless the Client sends a notification to the Bank within 7 days, indicating his/ her/ its dissent.
However, where there is a change to the following items, the Bank shall notify the Client of it in writing or in a manner agreed to by both parties 60 days prior to such change; conspicuously specify changed items, and the new and old provisions; inform the Client that he/ she/ it will be deemed to have agreed to such change unless he/ she/ it sends a notification to the Bank to indicate his/ her/ its dissent before the change effective date; and request the Bank to notify the Bank to terminate the Agreement within the dissenting period above if he/ she/ it has any dissent:
- (1) An unauthorized use or theft of legally authorized user name, password, identifier code, private key; any other circumstances where legal authorization is not obtained; or the Bank or the Client's manner of notifying other party.
 - (2) Other matters prescribed by competent authorities.
29. Agreement copies: This Agreement is made in two copies, one for each party for evidence.