

京城銀行「京速 PAY」約定書

King's Town Bank "King's Pay" Agreement

凡使用京速 PAY 網站向京城商業銀行股份有限公司（下稱「本行」）申請開立京速 PAY 帳戶之客戶（下稱「客戶」），其開立帳戶及使用京速 PAY 網站匯款服務，皆應遵守本約定書之各項約定：

The terms and conditions of this Agreement shall be obeyed by the customer (the "Customer") whoever applies with King's Town Bank (the "Bank") for the King's Pay Account via King's Pay Website for the open of the account and the use of Remittance Services via King's Pay Website:

第一條 名詞定義

本約定書中，除有另行定義者外，所用專有名詞定義如下：

1. Definition

Unless defined otherwise in this Agreement, all the specific items are defined below:

一、「本匯款服務」係指客戶端電腦經由網路與銀行電腦連線，無須親赴銀行櫃台，即可直接取得本行所提供之本行透過西聯公司在台灣境外之西聯匯款系統及經授權之西聯代理商（西聯代理商）組成之網路合作進行之匯款服務。

1.1 "Remittance Services" refer to the Remittance Services, provided by the Bank with the cooperation of the network, which consists of Western Union Remittance System outside the jurisdiction of Taiwan and the authorized Western Union Agent (the "WU Agent"), received by the Customer directly from the Bank via the internet connection between the computer from the Customer side and the Bank's computer without going to the Bank Branch.

二、「西聯公司」係指美國西聯金融服務有限責任公司（Western Union Financial Services, Inc., 支援匯自美國、加拿大與墨西哥的匯款及商業服務交易業務）和愛爾蘭西聯國際有限責任公司（Western Union International Limited, 支援所有其他匯款業務）及其關係企業。

1.2 "Western Union" refers to Western Union Financial Services, Inc. (which supports the remittance from the U.S., Canada, and Mexico and commercial service transaction business) and Western Union International Limited (which supports all other remittance business), and their affiliates.

三、「京速 PAY 網站」係指由本行設置管理之 ktb-wu.com.tw 網域項下各網頁頁面。

1.3 "King's Pay Website" refers to all the pages under the domain of ktb-wu.com.tw which is established and managed by the Bank.

- 四、 「京速 PAY 帳戶」係指客戶本人透過京速 PAY 網站向本行申請開立以向申辦本匯款服務之專用網路帳戶。
- 1.4 “King’s Pay Account” refers to the exclusive internet account, which is opened by the Customer’s application with the Bank via King’s Pay Website, for applying the Remittance Services.
- 五、 「客戶」係指具有中華民國國籍且未受監護或輔助宣告之成年自然人，於京速 PAY 網站開戶頁面填載相關開戶所需資訊，以此向本行申請開立京速 PAY 帳戶之人。
- 1.5 “Customer” refers to the adult natural person who enters into the account opening page on the King’s Pay Website and fills out the required information for opening a King’s Pay Account with the Bank. This adult natural person is a R.O.C national without being subject to guardianship order or assistance order.
- 六、 「客戶開戶資料」係指客戶於京速 PAY 網站之開戶頁面或應用程式，為開立帳戶所填載之個人身分資訊或資料。
- 1.6 “Customer Opening Account Information” refers to the personal information or data filled in by the Customer for opening account on the King’s Pay Website’s page of opening account or application.
- 七、 「身分證字號」係指客戶領有現行合法有效之中國國民身分證所載列之統一編號。
- 1.7 “ID Number” refers to the uniform number noted on the effective and legitimate R.O.C National Identity Certificate held by the Customer.
- 八、 「電子文件」係指本行或客戶經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
- 1.8 “Electronic Document” refers to word, voice, picture, video, mark, or other data transferred by internet from the Bank or the Customer, which are made as the records showing their expression via electronics or other method that a person may not identify from perception and which is provided for electronic processing use.
- 九、 「網頁登入帳號」係指客戶於京速 PAY 網站自行設置為使用客戶專屬京速 PAY 帳戶之網頁登入帳號。
- 1.9 “Webpage Log-in Account” refers to webpage log-in account established by the Customer itself on the King’s Pay Website for using the Customer’s exclusive King’s Pay Account.
- 十、 「網頁登入密碼」係指客戶於京速 PAY 網站自行設置為使用客戶專屬京速 PAY 帳戶之網頁登入密碼。
- 1.10 “Webpage Log-in Password” refers to webpage log-in password established by the Customer itself on the King’s Pay Website for using the Customer’s

exclusive King's Pay Account.

十一、「繳款帳戶」係指客戶依本約定書第七條約定，由客戶於京速 PAY 網站中與本行約定，作為專屬於客戶以繳納本匯款服務各項款項及費用與本行退匯用之帳戶。

1.11 “Payment Account” also known as the “fund-in account”, subject to Article 7 of this Agreement, is a designated account agreed and added by the Customer on the King's Pay Website to use exclusively as an account for the Customer to pay any payment, fees as well as receiving refunds arising from the Remittance Services of King's Pay.

十二、「收款方式」係指客戶於京速 PAY 網站進行匯款時，與本行約定依下列方式供收款人收取匯款：

(一) 「領現金」：係指客戶須提供匯款資訊(包含 MTCN 交易序號、匯款金額等)予收款人，由收款人持匯款資訊與政府核發之有效證件至當地提供西聯匯款服務據點領款。

(二) 「銀行帳戶」：係指款項將直接匯入客戶指定之收款人銀行帳戶。

1.12 “Receiving Method” refers to the method agreed by the Customer with the Bank on the King's Pay Website as to how the Customer would like the receiver to receive money.

1.12.1 “Cash” refers to the Customer has to provide the remittance information (including but not limited to tracking number (MTCN) and remittance amount) to the receiver; the receiver is required to bring the remittance information and a valid government-issued photo ID to any of Western Union's agent location for cash pickup.

1.12.2 “Bank Account” refers to the money transfer amount shall be deposited into the receiver's bank account.

十三、「付款方式」係指客戶於京速 PAY 網站進行匯款時，與本行約定依下列方式繳納本匯款服務各項款項及費用：

(一) 「銀行轉帳」：係指客戶須在繳款期限內由繳款帳戶轉帳至指定虛擬帳號，無法透過郵局或銀行臨櫃匯款繳納。

(二) 「臨櫃繳款」：係指客戶須攜帶由京速 PAY 網站產出之繳款資訊(如：繳款帳號、應繳款金額等)，至本行任一營業單位臨櫃繳納。

1.13 “Paying Method” refers to the method agreed by the Customer with the Bank on the King's Pay Website as to how the Customer would like to pay for the Remittance Services.

1.13.1 “Bank Transfer” refers to the Customer would pay through online banking transfer or ATM via the Payment Account.

1.13.2 “Bank Branch” refers to the Customers pays at any branches of King's Town Bank along with the payment information generated from the

King's Pay Website to complete the transaction.

第二條 客戶資料之蒐集、處理、利用及國際傳輸

2. Collection of Personal Information

一、 客戶同意經本行依個人資料保護法規定履行告知義務，客戶瞭解並同意本行(含受本行委託處理事務之委外機構)、依法令規定利用之機構、其他業務相關之機構(例如：通匯行、財團法人金融聯合徵信中心、臺灣票據交換所、財金資訊公司、信用保證機構、中央存款保險公司、擬自本行受讓資產與負債之人、中華民國人壽保險商業同業公會、中華民國產物保險商業同業公會、財團法人保險事業發展中心、財團法人保險安定基金、財團法人住宅地震保險基金、財團法人汽車交通事故特別補償基金、財團法人保險犯罪防制中心、關貿網路股份有限公司、中央健康保險局、財團法人金融消費評議中心、與本行往來之保險公司、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、其他與本行有特約合作關係之第三人)、依法有權調查機關或金融監理機關、客戶所同意對象(例如：本行之關係企業、與本行合作推廣業務之公司)得於「京城銀行『京速 PAY』蒐集、處理及運用個人資料告知事項」所列特定目的或法令許可範圍內，對客戶之個人資料為蒐集、處理、利用及國際傳輸。

2.1 The Customer agrees that the Bank to perform duty according to Processed Personal Data Protection Law. The Customer understands and agrees that the Bank (including the service provider engaged with the Bank), the institution using the information in compliance with regulations, the institutions in relation to relevant business (e.g. Correspondence Banks, Joint Credit Information Center, Taiwan Clearing House, Financial Information Service, Credit Guarantee Institution, Central Deposit Insurance, Parties in relation to acquiring assets and liabilities from the Bank, the Life Insurance Association of the Republic of China, General Insurance Commercial Association of the Republic of China, The Non-Life Insurance Association of the Republic of China, Taiwan Insurance Institute, Taiwan Insurance Guaranty Fund, Taiwan Residential Earthquake Insurance Fund, Motor Vehicle Accident Compensation Fund, IAFI, Trade-Van Information Services, Bureau of National Health Insurance, Financial Ombudsman Institution, Insurance Companies with the Bank, Recipients of internationally transmitted personal information not subject to restrictions imposed by the central industrial relevant authority, other third party with relevant cooperative relation with the Bank), legally investigation authority or financial supervisory authority, parties agreed by the Bank (such as the Bank's jointly marking or customer information sharing companies, the Bank's business cooperative units) may collect personal data

for specific purpose by “Notification for Collection, Processing and Use of Personal Data by King’s Pay”.

二、 客戶就瞭解本行保有個人資料得行使個人資料保護法第三條之權利，並瞭解可隨時以京速 PAY 網站載列之電子郵件向本行要求終止客戶所同意基於行銷目的之資料運用。

2.2 The Customer hereby agrees and accepts that the Bank may exercise the rights pursuant to Article 3 of the Personal Data Protection Act. The Customer further understands that it reserves the rights to amend or terminate the notification for the Bank to collect, process and use of personal data for marketing purposes at any time by sending emails to the customer email listed on the King’s Pay Website.

三、 客戶在此聲明並確認提供予本行第三人之資料包含客戶以外第三人之個人資料時，客戶已以適當的方式向該第三人告知且該第三人已詳閱並同意告知事項之內容，知悉其個人資料提供予本行於告知事項範圍內，進行蒐集、處理、利用及國際傳輸。本行告知事項之修訂，客戶聲明並同意會將修訂後之告知事項通知前開第三人並取得其同意。

2.3 The Customer hereby declares and confirms that the third party personal information provided by the Customer to the Bank including the personal data of a third party other than the Customer, the Customer has informed the third party in an appropriate manner and the third party accepts and agrees that the Bank has the rights to collect, process and use of the third party’s personal data for international remittance purposes. The Customer acknowledges and understand that it is responsible to notify the third party of any amendments of the relevant notifications or notices of this agreement in front and obtain the third party consent.

四、 客戶同意本行得將立約人與本行往來交易業務及作業，委由第三人代為處理，並同意將客戶之各項往來資料，提供予受本行委任處理事務之第三人。作業委外如涉及客戶資訊者，本行將遵循主管機關訂定之委外作業法令規範，與受託機構簽署委外契約，並載明受委託機構須負保密義務，且須有嚴密保護安全措施，正當使用、處理、控管本行客戶資訊之條款，以保障客戶權益。

2.4 The Customer hereby agrees that the Bank may, partially or entirely, outsource personal information between the Customer and the Bank to a third party and agrees that the Bank may provide the correspondence data of the Customer to a third party authorized by the Bank to perform tasks within scope required to complete the tasks. The Bank shall ensure that the personal information of the Customer collected by the third party is in compliance with applicable requirements of outsourcing laws and regulations by the competent authority

and execute the outsourcing contacts where the third party is obliged to keep the provided personal information confidential. Furthermore, there must be strict protection procedures in regards to collect, process, and utilize the personal information to protect the rights and interests of the Customer.

第三條 京速 PAY 帳戶申請及登入程序

3. Application and Log-in Process of King's Pay Account

一、 客戶使用京速 PAY 網站前，請先確認京速 PAY 網站正確之網址，才開始使用相關帳戶申請及本匯款服務；如有疑問，請致電本行客服電話詢問。本行並將盡善良管理人之注意義務，隨時維護京速 PAY 網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免客戶之權益受損。

3.1 Before the Customer uses the King's Pay Website, please confirm the correctness of the King's Pay Website's URL. Then the Customer may start using relevant account application or the Remittance Services; if you have any question, please call the Bank's customer service number for inquiry. The bank will fulfill its duty of care and maintain the correctness and safety of King's Pay Website as well as pay attention to any pirated webpage at all times in order to avoid the damage to the Customer's benefits.

二、 客戶應於京速 PAY 網站中自行輸入各項客戶開戶資料，並聲明擔保客戶於京速 PAY 網站所填載之客戶開戶資訊皆為客戶本人之真實資訊，客戶亦為客戶開戶資料之權利人，且無任何經他人盜用或冒用他人名義使用京速 PAY 帳戶之事實，客戶並有權填載系爭資訊，且具有正常判斷、識別及預期之精神能力，充分理解本約定書各項條款之意旨及效果，得為本約定書之簽署。

3.2 The Customer shall fill in each items of the Customer Opening Account Information on the King's Pay Website by itself and represents and guarantees that the Customer Opening Account Information filled in by the Customer on the King's Pay Website are true information of the Customer, that Customer is the owner of Customer Opening Account Information, and that there is no fact related to that the Customer uses other person's identity without permission or this identity is being used without the owner's permission for the King's Pay Account. Also, the Customer represents and guarantees that the Customer has the rights to fill in the said information and has the capability of normal judgment, identification, and expectation to fully understand the meaning and effectiveness of each terms and conditions of this Agreement in order to sign this Agreement.

三、 客戶應確保所傳送至本行之電子文件均經合法授權且為真實，若有不實或致本行受損時，客戶願負一切責任。

3.3 The Customer shall ensure the Electronic Document transmitted to the Bank is legitimately authorized and true. If there is any untruthfulness lead to the Bank's damage, the Customer is willing to take all responsibility.

四、 客戶應確保所填寫之英文姓名拼音與護照或外交部領事事務局「護照外文姓名拼音對照表」一致，若護照英文名字拼法為別名，非中文名字譯音，客戶須於一定時間內將護照影本逕寄至京速 PAY 客服信箱，以供本行確認開戶資訊，如逾期未為之，本行得不予受理其申請。如客戶填寫之英文姓名有明顯輸入錯誤或缺漏字者，客戶同意授權本行逕行修改；客戶未填寫英文姓名者，視為授權本行自行翻譯，於客戶授權本行修改或自行翻譯之範圍內所生爭議，應由客戶自行負責，概與本行無涉。

3.4 The Customer shall ensure the spelling of the provided English name meets the requirements based on the translation system of the Bureau of Consular Affairs for approval. If the provided English name is not directly translated from the Chinese name but is stated as the other name on the passport, the Customer is required to send a copy of the passport to the customer email listed on the King's Pay Website. If the Customer does not provide the passport copy within a certain period of time, the Bank remains the right to reject the Customer's application of King's Pay. If the provided English name is missing or is inputted incorrectly, the Customer authorizes the Bank to modify; the Customer further agrees that if any disputes arising from this translation, the Customer shall bear the relevant risks and responsibility by itself and the Bank has no responsibility.

五、 於本行受理帳戶申請時，客戶同意由本行逕向財團法人金融聯合徵信中心查詢「Z21 國民身分證領補換資料查詢驗證」及「Z22 通報案件紀錄及補充註記資訊」資訊，以辨別及驗證客戶身分，並得留存、紀錄或保存客戶之各項電子申請、查詢紀錄以及身分識別資訊。

3.5 When the Bank receives the application for an account, the Customer agrees the Bank may request the information of "Z21 inquiry and verification for National Identification Certificate receiving, reissuing, and replacement information" and "Z22 record and supplemental notation information of notification cases" from the Joint Credit Information Center in order to verify the identity of the Customer. The Bank may preserve, record, and save all type of electronic application and inquiry record and identification information of the Customer.

六、 客戶同意並明瞭本行保有客戶申請京速 PAY 帳戶核准與否之權利，開戶申請須經本行審查正常無誤後帳戶始得啟用，另同意不論本行核准與否，並無庸另行通知客戶逕行為客戶申請之駁回，客戶並不得異議。

3.6 The Customer agrees and acknowledges that the Bank retains the rights to approve the Customer's application of the King's Pay Account and that the

account may only be used after the application for opening account had be reviewed by the Bank. The Customer agrees that, no matter the Bank approves the application or not, the Bank may deny the Customer's application without notifying the Customer in another method and the Customer shall not object thereto.

七、 一經本行通過客戶之帳戶申請，往後客戶皆應以身分證字號、客戶本人所設之網頁登入帳號及網頁登入密碼登入京速 PAY 網站，並應妥善保管各項登入所需資訊，客戶輸入網頁登入密碼連續錯誤達三次時，本行電腦即自動停止客戶使用本契約之服務，客戶如擬恢復使用，應依本行相關程序辦理相關手續。客戶向本行聲明擔保京速 PAY 帳戶僅由客戶本人使用。

3.7 Once the Bank approves the Customer's application for opening account, the Customer shall log in the King's Pay Website via the ID Number, the Webpage Log-in Account setting up by the Customer, and the Webpage Log-in Password thereafter. The Customer shall keep all the log-in information safe. When the Customer inputs a wrong Website Log-in Password for consecutive 3 times, the computer of the Bank will automatically cease the Customer from using the service of this Agreement. If the Customer intends to use the service after such cessation, the Customer shall proceed with the relevant measures under the Bank's related procedure. The Customer represents and guarantees to the Bank that the King's Pay Account shall only be used by the Customers itself.

八、 客戶之登入資訊如有遺失、滅失、被竊或其他情事而使本帳戶有遭盜用或冒用之情形時，客戶應即以京速 PAY 網站載列之服務專線或電子郵件向本行依本約定書第十九條約定申請辦理京速 PAY 帳戶刪除。於本行尚未審准客戶辦理之通知帳戶刪除手續前，或客戶從未辦理此通知帳戶刪除手續，而有客戶之京速 PAY 帳戶遭盜用或冒用之情事，並經本行完成本匯款服務或收到由繳款帳戶轉入之款項者，除客戶得以證明非係出於故意或過失致帳戶遭第三人使用者，或以本約定書第十二條約定方式收受本匯款交易核對明細尚未超過 45 日者，或有特殊事由致無法通知本行（以該特殊事由結束日起算尚未超過 45 日）者外，視為對客戶已為履行給付，客戶不得另為相反或其他主張或請求。

3.8 If the Customer's log-in information is lost, damaged, destroyed, or stolen, or there are other situation leading to the misappropriation of the account, the Customer shall apply with the Bank for the deletion of the King's Pay Account under Article 19 of this Agreement via the service line or email listed on the King's Pay Website. Before the Bank approves the deletion of the account informed by the Customer, or the Customer never informs the deletion of the account, and there is a misappropriation to the Customer's King's Pay Account, if the Bank has completed the Remittance Services or received the payment

transferred from the Payment Account, the Bank's obligation shall be deemed fulfilled and completed and no other or adverse claims or requests may be made by the Customer unless otherwise the Customer may prove that use of the account by third party is not caused by the Customer's intentional or negligent conduct, or under Article 20 of this Agreement that the remittance transaction details have been received in the agreed method within 45 days, or the Customer cannot inform the Bank due to special events (and the Customer has raised this argument with 45 days of the end of such special event).

第四條 京速 PAY 帳戶使用須知

4. Notice of Use of King's Pay Account

一、 客戶明瞭並知悉京速 PAY 帳戶僅為本行與客戶約定確認為專屬客戶本人並提供客戶匯款之方式，客戶並未因此具有向本行請求利息或其他帳戶權益之權利。

4.1 The Customer acknowledges and understands that King's Pay Account is a special purpose remittance account agreed by the Customer and the Bank to provide the Customer a method of remittance and is exclusive to the Customer. The Customer has no right to request interests or other account's rights or benefits from the Bank.

二、 客戶對於已完成之匯款交易，不得撤銷。客戶如有重大違法或違約之虞，本行並得取消客戶之交易資格。

4.2 The Customer may not revoke the remittance transaction which had been completed. If there is a likelihood of a material violation of law or material breach of the agreement by the Customer, the Bank may cancel the Customer's qualification of transaction.

三、 單一客戶以京速 PAY 帳戶進行本匯款服務，其交易限額悉依京速 PAY 網站公告辦理，超逾交易限額之匯款申請，本行得不予受理，客戶並不得異議。

4.3 The Remittance Services of King's Pay offers the Customer to transfer money up to certain transaction amount, the transaction limits are subject to amount stated on the King's Pay Website. The Bank may deny the transaction if the transaction amount exceeds the transaction limits and the Customer may not object thereto.

四、 本匯款服務僅得以客戶事先約定之常用收款人為收受匯款之相對人，如非以約定之收款人為交易相對人，本行得不予辦理，客戶並不得異議。單一客戶約定之常用收款人以五個（含）為上限，如需修改收款人資訊，須先行刪除原常用收款人之資訊後再為新增，每月刪除次數以二次（含）為上限。

4.4 The Remittance Services may only transfer money to the beneficiary who has been appointed by the Customer as frequent beneficiary. The Bank may deny the transaction if the beneficiary is not the appointed frequent beneficiary and the Customer may not object thereto. The number of the frequent beneficiary appointed by single Customer shall be capped to 5 people. If the Customer intends to revise the information of beneficiary, it shall delete the original beneficiary information before it may increase a new one. The deletion of said information is capped to 2 times per month.

五、 如客戶申辦本匯款服務涉及大陸地區之匯出匯款或匯入匯款，客戶同意悉依主管機關規定辦理。

4.5 If the Remittance Services applied by the Customer involves the inward or outward remittance to Mainland area, the Customer agrees to proceed with the remittance under the competent authority's regulations.

六、 客戶執行本匯款服務時，由本行之電腦系統自動檢核計算所有匯款所需費用，客戶並願依西聯公司之收費標準於進行本匯款服務時一併扣款繳納（收費標準依各收款國別及服務項目而異），一經客戶於京速 PAY 網站點選同意確認後，視同客戶同意該交易之費用收取。

4.6 When the Customer implements the Remittance Services, the computer system of the Bank will automatically calculate all the fees for the remittance. The Customer agrees that the said fees will be charged simultaneously with the proceeding of the Remittance Services based on the West Union's fee standard (the fee standard may be different in different countries and for different services). Once the Customer click the agree item confirming on the King's Pay Website, it shall be deemed the Customer agrees being charged with such fees.

七、 客戶經確認匯款資訊後，僅限以約定之繳款方式（銀行轉帳/臨櫃繳款）進行繳付，不得變更繳款方式。

4.7 Once the Customer has confirmed the transaction details on the King's Pay Website, the Customer is only allowed to pay the transaction by the selected Payment Method (Bank Transfer / Bank Branch) and the selected Payment Method is not allowed to be modified.

八、 客戶應確保並應仔細檢核於京速 PAY 網站上所填載之各項交易資訊(包括但不限於常用收款人資訊、匯款金額、應付款金額、收款方式、銀行帳戶或繳款方式等)正確且真實，並符合客戶之需求，本行不另承擔認定或檢核之責。如客戶有操作錯誤者，或填載之相關資訊有所錯誤或遺漏者，除本行應依本約定書第十三條第四項協助處理外，因此致生客戶之損害或損失（包括但不限於款項誤匯他人或金額錯誤等），概由客戶自行負責，本行不負轉正或追還之責，客戶並不得向本行為任何請求或主張。

4.8 The Customer shall ensure and shall check that all the transaction information filled in on the King's Pay Website (including, but not limited to, frequent beneficiary information, amount of the remittance, amount payable, method for receiving money, bank account, payment method) is accurate and true and fulfills the Customer's needs. The Bank shall not be responsible for the confirmation or review of the information. If there is any operating mistake by the Customer, or there are errors or omissions to the information filled in, which leads to the Customer's damage or losses (including, but not limited to, remitting the money to wrong person or remitting wrong amount), unless the Bank shall otherwise assist the Customer under Article 13, Section 4 of this Agreement, the Customer shall be responsible for its damages or losses and the Bank shall not be responsible to remitting the amount back or return the amount to the Customer. No claim or request shall be made by the Customer against the Bank.

九、如因本行內部稽核或主管機關之查核要求，客戶同意本行得將本匯款服務之有關資訊揭露予前開機構知悉，前開機構並有檢核及查核之權利。

4.9 If it is required by the Bank's internal auditing need or the competent authority's investigation, the Customer agrees that the Bank may disclose the information related to the Remittance Services to said entities and said entities has the rights of audit and investigation.

十、客戶明瞭並知悉本匯款服務之內容，且同意有關匯款提取資金作業所需時間、匯款費用、外匯兌換方式、通知服務、匯款支付方式、退款申請、資料保護、資訊運用等，悉依本行及西聯公司各項約據、告知事項及有關規章辦理，並願遵循主管機關（包括但不限於中央銀行、金融監督管理委員會及中華民國銀行商業同業公會全國聯合會等）之各項法令規定。

4.10 The Customer acknowledges and understands the content of the Remittance Services and agrees to comply with the required operational period for withdraw remittance amount, remittance fees, method for foreign exchange, notice service, payment method for remittance, refund application, data protection, use of data, etc, stipulated by the agreements, notice items, and related rules between the Bank and Western Union. The Customer further agrees to comply with applicable laws and regulations promulgated by the competent authorities (including, but not limited to, the Central Bank, the Financial Supervisory Commission, and the Bankers Association of the R.O.C).

第五條 兌換匯率

5. Foreign Exchange Rate

本匯款服務金額一律以美元計價，並由本行逕行兌換為等值新台幣金額收費，兌

換匯率適用如下：

The Remittance Services shall be dominated in USD and the Bank may exchange it to NTD for charging purpose. The exchange rate is as follows:

一、 美元兌台幣匯率：以本行牌告「國際快捷匯款-USD」為準。本行得視外匯市場實際情況機動調整牌告匯率，或暫時取消匯率掛牌。

5.1 Exchange rate from USD to NTD: The rate shall be based on the “International Express Remittance-USD” listed by the Bank and the Bank may adjust such rate based on the actual situation in foreign exchange market or temporarily delist the exchange rate.

二、 美元兌其他貨幣匯率：以西聯公司之換算匯率為準。

5.2 Exchange rate from USD to other currencies: The rate shall be based on the Western Union’s exchange rate.

第六條 外匯申報

6. Foreign Exchange Declaration

一、 客戶於執行本約定書下任何交易，而涉及須向中央銀行申報結購、結售外匯者，應遵照中央銀行公布之「外匯收支或交易申報辦法」、「銀行業輔導客戶申報外匯收支或交易應注意事項」辦理，逐筆如實申報結匯金額及匯款性質，倘若發生申報不實或填寫不正確之情事，客戶可能將因此受有一定金額之罰鍰。

6.1 The Customer shall comply with the Regulations Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and the Notice for the Banking Business Assisting Customers for the Declaration of Foreign Exchange Receipts and Disbursements or Transaction promulgated by the Central Bank to declare the settlement amount or type of the remittances per transaction if the Customer implements any transactions under this Agreement involving the necessity for the declaration to the Central Bank for settlement (purchase or sale) of foreign exchange. If there is any false declaration or incorrect information being filled in on the declaration, the Customer may be imposed a fine of a certain amount.

二、 客戶同意本行在相關法令許可之範圍內，代客戶為各項相關申報手續（就本行代為申報者，客戶應悉數承認）。於申報結購、結售外匯時，倘由本行代為申報者，於本行獲悉客戶已超出客戶當時結匯額度或有其他依法令不得辦理之事由者，本行即有權不予執行該相關交易，若已兌換，則本行得就客戶結匯金額逾限額部份，依本行認為適當之方式逕行沖回。

6.2 The Customer agrees that the Bank may file relevant declaration on behalf of the Customer within the scope permitted by the related laws and regulations (the Customer shall admit to all the declaration filed by the Banks on behalf of

the Customer). When the Bank files the declaration on the Customer's behalf and is aware that the Customer has already exceed the exchange cap or may not conduct such exchange under related laws and regulations, the Bank has to right to deny such transactions. If the exchange has been completed, the Bank may write off the part of the Customer's exchange amount which exceeds the cap on a method the Banks considers appropriate.

三、 本行僅提供京速 PAY 網站所載之匯款性質類別供客戶進行匯款，如不符所載性質，則無法進行本匯款服務。

6.3 King's Pay only provides Remittance Services under certain transaction purposes, the Customer is not allowed to make a transfer if the transaction purpose falls outside of the transaction purposes stated on the King's Pay Website.

四、 如經本行查獲有申報不實之情形者，本行得隨時限制或終止客戶使用京速 PAY 帳戶之各項功能。

6.4 If the Bank discovers any false declaration, the Bank may limit or cease the use of all the functions of the King's Pay Account by the Customer.

第七條 繳款帳戶

7. Payment Account

一、 客戶得於京速 PAY 網站中與本行約定，以本人於本行開立之新台幣存款帳戶，或其他經跨行金融資訊網路事業之金融帳戶資訊核驗程序進行身分驗證之本人於他行開立之新台幣存款帳戶，作為專屬於客戶以繳納本匯款服務各項款項及費用與本行退匯用之帳戶。

7.1 The Customer may reach agreement with the Bank through King's Pay Website and use its own NTD saving account opened at the Bank or other Customer's NTD saving account verified through the inter-bank financial information verification process network established by Financial Information Services of the Customer's identity as the Payment Account exclusive for the Customer to pay all the payments and fees and to receive refunds arising from the Remittance Services from King's Pay Website.

二、 因本匯款服務之系統及流程設定，單一客戶之繳款帳戶以約定三戶為限，如需變更，則應由客戶刪除原設定之繳款帳戶後，另行完成新繳款帳戶之設定。於此變更尚未經檢核完成之期間內，如客戶原約定之繳款帳戶有結清或暫停使用之情事時，則有京速 PAY 網站之本匯款服務亦無法使用等使用障礙風險，客戶明瞭並願自行承擔因此所生之不便利及一切可能之損失。

7.2 Because of the system and procedure of the Remittance Services, the Customer may only appoint three Payment Accounts. If the Customer requires any replacement, the Customer shall delete the original appointed Payment

Account and then appoint a new Payment Account. During the period before the complete of the review process of such replacement, if the original appointed Payment Account is being settled or ceases to be used, there is a risk that the Remittance Services on the King's Pay Website may not be used. The Customer acknowledges and is willing to take the responsibility for the inconvenience and all the possible losses arising therefrom.

三、 客戶茲以本約定書之約定為憑，授權本行於客戶每次申請匯款交易時無須經事先通知而得逕自客戶繳款帳戶內扣客戶應付本行之各項匯款、手續費、郵電費及其他應付款項。但有其他條款另行約定本行應事先通知者，不在此限。

7.3 Based on the stipulations in this Agreement, the Customer authorizes the Bank to charge all remittance amount, processing fee, telegraph transfer fee, and any other payables from the Customer's Payment Account directly for each application of remittance transaction without advance notification unless there is other stipulation requiring advance notice from the Bank.

第八條 退匯及改匯

8. Refund and Change of Remittance

一、 除有由本行或西聯公司主動退匯之情事外，如客戶須申請退匯或改匯，應於該筆匯款程序完成前，於京速 PAY 網站填具有關之匯款改匯/退匯申請書，並依本行及西聯公司相關規定辦理。

8.1 Unless the refund of remittance is initiated by the Bank or Western Union, if the Customer needs to apply for refund or change of remittance, the Customer shall fill out relevant application form for refund or change of remittance on the King's Pay Website before the completion of such remittance process and the Customer shall comply with the Bank or Western Union's related regulations.

二、 如客戶所辦理之匯款已經當地解款或收款銀行入帳者，視同本匯款服務已完成，恕本行無法辦理客戶向本行申請之一切退匯或改匯事項，客戶不得異議，並應自行承擔有關風險與責任。

8.2 If the Customer's remittance has been credited to the local beneficiary Bank, the Remittance Services shall be deemed complete. The Bank may not proceed with any refund or change of remittance applied by the Customer. The Customer may not object hereto and shall take all the related risks and responsibilities by itself.

三、 客戶同意本行得將退匯款項扣除相關費用後，將剩餘款項依本行解款當時國際快捷匯款買入匯率折算之新台幣逕自轉入本行指定之任一繳款帳戶，以作為退匯款項之交付，一經本行轉出，視同客戶已收受該等退匯款項。

- 8.3 The Customer agrees the Bank may deduct related fees from the refund and transfer the remaining in the NTD base on the buying rate of the International Express Remittance at the time of the payment by the Bank to the Payment Account designated by the Bank representing the delivery of the refund of remittance. It shall be deemed that the Customer receives the refund of remittance when the Bank transfers such refund.

第九條 網路系統傳輸風險

9. Risk of Network System Transmit

- 一、 客戶應確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。

9.1 The Customer shall ensure the safety of the information system it uses to prevent illegal access, collection, alteration, destroy of the business record or the Customer's personal information.

- 二、 客戶申請使用本約定書之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由客戶自行負擔。

9.2 To apply for the use of services under this Agreement, the Customer shall install all the required computer hardware and software as well as other safety related equipment. All the expenses and risks of the installation shall be borne by the Customer.

- 三、 客戶同意使用網路與本行進行電子文件傳送及接收。客戶並應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用及風險。

9.3 The Customer agrees to use the internet to transmit and receive Electronic Document with the Bank. The Customer shall enter into internet service agreement with each internet business operators for each rights and obligations and shall be responsible for the expenses and risks of the use of internet.

- 四、 如因本行或西聯公司之系統維護或運轉需求，而使本行無法傳輸或傳輸不完整客戶之各項交易資料或申請，本行得免經通知逕行暫時中止傳輸，客戶不得請求本行傳輸或就暫時中止請求任何因此所致之直接或間接損失。

9.4 Due to the Bank or Western Union's requirement for system maintenance or system operation, the Bank may cease the transmission temporarily without notice if the Bank will not be able to transmit each of the Customer's transaction information or application or the said transmission will be incomplete. The Customer may not request the Bank to transmit said information or application or request any direct or indirect losses arising from the temporary cessation.

五、 本行對於客戶未依系統流程或有關程序傳送之資料訊息無依其行事之義務，如有下列情形之一，本行得不執行任何接收之電子文件：

9.5 The Bank has no obligation to proceed with the information or message transmitted from the Customer which fails to comply with system process or relevant process. The Bank may refuse to proceed with the received Electronic Document due to one of the following situations:

(一) 有具體理由懷疑電子文件之真實性或所指定事項之正確性者。

9.5.1 The Bank has reasonable doubt about the truthfulness of the Electronic Document or correctness of the matters stated in said document.

(二) 本行依據電子文件處理，將違反相關法令之規定者。

9.5.2 The Bank's processing of the Electronic Document will violate relevant laws and regulations.

(三) 本行因客戶之原因而無法完成由繳款帳戶轉入所應支付之費用者。

9.5.3 The Bank may not charge the fees payable by the Customer from the Payment Account because of the reason of the Customer.

六、 本行依前項規定不執行接收之電子文件時，應同時將不執行之理由及情形，以雙方約定之方式通知客戶，客戶受通知後得以雙方約定方式向本行確認。

9.6 The Bank shall notify the Customer the reason and situation via the mutual agreed upon method when the Bank does not execute the Electronic Document based on the preceding paragraph. The Customer may confirm with the Bank via the agreed method after receiving the notice.

七、 傳輸過程中，可能有第三人經由網際網路入侵、破壞或擷取客戶資料等侵害情事之風險，客戶明瞭並同意本行得逕為傳輸。就第三人破解本行資訊系統之保護措施或利用資訊系統之漏洞爭議，由本行就該事實不存在負舉證責任，第三人入侵本行資訊系統對客戶所造成之損害，並由本行負擔。如因其他不可歸責於本行之情事致生客戶資料外洩或其他客戶之直接或間接損失時，皆由客戶自行承擔有關風險及責任，本行概不負責。

9.7 During the transmission process, there will be infringement risk of a third party's access, destroy, or collection of Customer's information via internet. The Customer acknowledges said risks and agrees the Bank may transmit the information. For the dispute that a third party breaks the Bank's protective measure of the information system or uses the loophole of the information system, the Bank shall be responsible to prove such fact does not exist. The Bank is responsible for the damages of the Customer caused by the invasion of the Bank's information system. If there is any direct or indirect damages or any leak of the Customer's information which is result from the situation not attributable to the Bank, the Customer shall bear the relevant risks and responsibility by itself and the Bank has no responsibility.

第十條 電子文件之效力

10. Effectiveness of Electronic Document

本行及客戶同意以電子文件作為表示方法，依本約定書交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

Unless stipulated by the applicable laws and regulations otherwise, the Bank and the Customer agrees to use the Electronic Document as a way of expression and the Electronic Document exchanging under this Agreement shall have the effect equivalent to written document.

第十一條 電子文件交換作業時限

11. The Time Limit of the Electronic Document Exchange Process

電子文件係由本行電腦自動處理，客戶發出電子文件，經客戶依本行於京速 PAY 網站上提供之再確認機制確定其內容正確性後，傳送至本行後即不得撤回。但未屆繳款期限之交易，客戶得於繳款期限前撤回。

The Electronic Document is processed by the Bank's computer. Once the Electronic Document is issued to and received by the Customer, it may not be revoked after the Customer confirms the correctness of its content through the double-check mechanism provided on the King's Pay Website and after such document has been transmitted to the Bank. For those transactions that have not been paid, the Customer is allowed to revoke prior to the payment deadline.

第十二條 交易核對

12. Transaction Verification

一、 客戶以京速 PAY 帳戶完成本匯款交易後，本行將以電子郵件方式寄送匯出證明至客戶註冊京速 PAY 帳戶時所留存之電子信箱，客戶並得經由京速 PAY 網站查詢交易明細，以此作為本行提供予客戶之交易憑證或對帳依據。客戶同意本行毋庸另行提供或交付任何其他之交易憑證或對帳單據供客戶收執。

12.1 Upon complete of transaction, the Customer can inquire the transaction details through the King's Pay Website as well receive transaction details certificate / statement sent out by the Bank to the Customer's email address registered at its King's Pay Account. Based on the abovementioned, the Customer agrees that the Bank shall not have to further provide or deliver any transaction certificate or statement of its King's Pay Account.

二、 本行於每筆交易指示處理完畢後，客戶應依前項方式核對交易結果及帳列交易明細有無錯誤。如有不符，應於該筆匯款完成之日起 45 日內，以京速 PAY 網站載列之服務專線或電子郵件主動通知本行查明。

- 12.2 Based on the preceding paragraph upon each transaction has been completed, the Customer must verify and confirm if the transaction results and account transaction details are correct. If there is any incorrectness, the Customer shall notify the Bank via the service line or email address listed on the King's Pay Website within 45 days of the complete of such remittance.
- 三、 本行對於客戶依前項約定所為之通知，應即進行調查，並於通知到達本行之日起 30 日內，將調查之情形或結果以書面方式（包括但不限於 email 或京速 PAY 網站通知）覆知客戶，客戶並得自行查詢確認。
- 12.3 The Bank shall immediately investigate the event notified by the Customer under the preceding paragraph and shall inform the Customer the situation or result of the investigations in writing (including, but not limited to, email or notice on King's Pay Website) within 30 days from the delivery date of the Customer's said notice. The Customer may inquire and confirm by itself.

第十三條 電子文件錯誤之處理

13. Process of the Mistake on the Electronic Document
- 一、 客戶利用本約定書之服務，其電子文件如因不可歸責於客戶之事由而發生錯誤時，本行應協助客戶更正，並提供其他必要之協助。
- 13.1 For the use of the service under the Agreement, if a mistake has happened on the Electronic Document due to the reason not attributable to the Customer, the Bank shall assist the Customer for correction and shall provide other necessary assistance.
- 二、 前項服務因可歸責於本行之事由而發生錯誤時，本行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知客戶。
- 13.2 If a mistake has happened to the service in preceding section due to the reason attributable to the Bank, the Bank shall correct it immediately after it is aware of the mistake and shall inform the Customer via the Electronic Document or other method agreed by both parties.
- 三、 本行接收來自客戶之任何電子文件，若無法辨識其身分或內容時，視為客戶自始未傳送，且本行對於客戶自身所致之錯誤、漏失或資料訊息重覆傳送之情事亦無需負責。
- 13.3 If the Bank may not identify the identity or content in the Electronic Document from the Customer received by the Bank, it will be deemed that the document never has been transmitted by the Customer and the Bank shall not be liable for the Customer's mistake, omission, or repeated transmission of information or message.
- 四、 客戶利用本匯款服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬客戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入

他人帳戶或誤轉金額時，一經客戶通知本行，本行應即協助辦理以下事項：

13.4 For the use of the service under the Agreement, if a mistake has happened in Electronic Document due to the reason attributable to the Customer and the mistake is an error to the code of a financial institution, number of the saving account, or the amount during the processing of application or operating of the service by the Customer, which leads to transferring money into wrong account or transferring wrong amount, the bank shall proceed with the following matters after informed by the Customer:

(一) 依據相關法令提供該筆交易之明細及相關資料。

13.4.1 Providing the detail of such transaction and relevant information under application laws and regulations.

(二) 通知西聯公司協助處理。

13.4.2 Notifying Western Union for assistance.

(三) 回報處理情形。

13.4.3 Reporting the situation.

第十四條 紀錄保存

14. Preservation of the Records

本行及客戶應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。本行對前項紀錄之保存，應盡善良管理人之注意義務。保存期限為五年以上，但其他法令有較長規定者，依其規定。

The Bank and the Customer shall preserve all the records of the Electronic Documents related to instruction of transaction and ensure their truthfulness and completeness. The Bank has duty of case to preserve the said records. The period for the preservation is over 5 years, but a longer period will apply if stipulated by other laws and regulations.

第十五條 保密義務

15. Confidentiality Obligation

除其他法律規定外，本行應確保所交換之電子文件因使用或執行本約定書服務而取得客戶之資料，不洩漏予第三人，亦不可使用於與本約定書無關之目的，且於經客戶同意告知第三人時，應使第三人負本條之保密義務。前項第三人如不遵守此保密義務者，視為本人義務之違反。如本行因違反前項規定致客戶受有損害者，應依消費者保護法等相關法律負賠償責任。

Unless stipulated by other laws, the Bank shall ensure the Electronic Documents exchanged and the Customer's information collected for the use or implementation of this Agreement not to be disclosed to a third party, nor to be used in the purpose not related to this Agreement. When the Customer agrees to notify a third party, the Customer shall ensure the third party complies with the confidentiality obligation

under this Article. If said third party breaches the confidentiality obligation, it will be deemed that the Customer breaches the obligation. If the Customer suffers damages due to the violation of the preceding paragraph by the Bank, the Bank shall be liable for the compensation according to the Consumer Protection Act and other relevant laws.

第十六條 洗錢防制條款

16. Provision of Money Laundering Protection

客戶同意本行於洗錢防制、防制犯罪及打擊資恐相關法令之特定目的範圍內，得蒐集、處理、利用或國際傳輸客戶之個人資料及各項交易之相關資料（包含但不限於客戶或其所辦理交易或款項經國外銀行依所在國洗錢防制、防制犯罪及打擊資恐相關法令進行調查或扣押交易款項/文件之情形）。如客戶提供之資料包括第三人之個人資料（例如：受款人）時，客戶應使該第三人知悉並同意前述事項。客戶倘因涉及前述任一事由、未即時提供前述資料或未取得第三人同意而造成交易延遲、失敗或產生額外費用時，應由客戶自行負責，概與本行無涉，如本行因此而受有損害，應由客戶填補與賠償之。

The Customer agrees that the Bank may collect, process, use, or internationally transfer the personal information of the Customer and relevant information of each transaction under the purpose of money laundering protection, criminal protection, countering terrorism related laws and regulations (including, but not limited to, the seizure of transaction amount/documents, or the investigation against the Customer or against the transaction or money initiated by the Customer, under the money laundering protection, criminal protection, and countering terrorism related laws and regulations in the jurisdiction where the overseas bank located). If any information provided by the Customer involves personal information of a third party (e.g, beneficiary), the Customer shall ensure the third party acknowledges and agrees to aforementioned matters. If there is any transaction delay or failure, or additional charges increased due to one of the aforementioned matters, due to the Customer's failure to provide aforementioned information, or due to the Customer's failure to collect third party's consent, the Customer shall be liable and the Bank has no liability. If the Bank suffers any damages arising therefrom, the Customer shall compensate the Bank.

第十七條 暫停或中止

17. Temporary Cessation or Termination

除本約定書另有約定者外，如有下列情事，客戶同意並應配合本行依法令或本約定書暫停或中止京速 PAY 帳戶之使用，客戶不得就此暫停或中止對本行請求任何因此所致之直接或間接損失：

Unless otherwise stipulated by this Agreement, if there is any one of the following situations, the Customer agrees to cooperate with the Bank for the temporary cessation or termination of the use of the King's Pay Account under this Agreement or application laws and regulations, and the Customers may not claim against the Bank for any direct or indirect damages or losses which arises from the temporary cessation or termination:

- 一、 提供不實資料開立帳戶者。
17.1 The Customer provides untruthful information to open an account.
- 二、 客戶帳戶經查證提供、借予他人使用者。
17.2 The Customer provides or lends the Customer's account to other to use.
- 三、 客戶利用帳戶從事詐欺、洗錢等不法行為者。
17.3 The Customer uses the account for fraud, money laundering, and other illegal matters.
- 四、 客戶帳戶經查屬偽冒申請者。
17.4 The Customer uses other's identity for apply the account.
- 五、 對客戶帳戶可疑交易進行查證及持續進行監控，如經查證有不法情事者。
17.5 The Bank monitors and investigates the suspicious transactions involving the Customer's account and confirms that there are illegal matters.
- 六、 對於不配合定期審視、對交易之性質與目的或資金來源不願配合說明者。
17.6 The Customer refuses to explain to the Bank in regard with period review process, the type and purpose of the transaction, or the source of the funds.
- 七、 於不違反相關法令情形下，如果得知或必須假定客戶往來資金來源自貪瀆或濫用公共資產時。
17.7 Without violation of applicable laws and regulations, the Bank knows or has to assume the funds which transfer from and to the Customer is from corruption or misuse of public assets.
- 八、 客戶經查屬受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體者。
17.8 The Customer is a terrorist or terrorism group which is acknowledged or investigated by foreign government or international money laundering institution or which is being imposing economic sanction.
- 九、 如有因系統維護或運轉需求之必要、情事變更、或主管機關之要求，經本行告知於京速 PAY 網站公告預計維護期間後，所為之暫停或中止帳戶之使用者。
17.9 If there is necessary of system maintenance or operational requirement, change of circumstances, or requirement from competent authority, the Bank temporarily cease or terminate the use of the account, after the Bank announces the estimated maintenance period on the King's Pay Website.

十、 客戶違反本契約之其他約定，經催告改善或限期請求履行未果者。

17.10 The Customer violates the other stipulations under this Agreement and fails to rectify such violation after being demanded to do so or being claimed to do so within a time limit.

十一、 其他經主管機關或本行認定帳戶之使用有違法或不當使用之虞者。

17.11 The Bank or the competent authority considers that there is a likelihood of illegal or improper use of the account.

第十八條 損害賠償責任

18. Compensation Liability

本行及客戶同意依本約定書傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

The Bank and the Customer both agree to transmit or receive Electronic Document under this Agreement. Both parties agrees that, if there is any delay, omission, or mistake attributable to one party which leads to the other party's damages, such party shall compensate the other party for the damages.

第十九條 帳戶刪除

19. Deletion of the Account

客戶如欲辦理京速 PAY 帳戶之刪除作業，應以京速 PAY 網站載列之電子郵件向本行申辦帳戶刪除程序。京速 PAY 帳戶自本行完成帳戶刪除之日起，客戶便不得再行登入前述已刪除之京速 PAY 帳戶。所有客戶登入後所得查知之所有資料（包括但不限於匯款交易明細、登入細節、常用收款人資料、其他電磁紀錄等）將無法再由客戶查詢或自行擷取任何資料。如客戶有再次透過京速 PAY 網站為本匯款服務之需求時，則須另行申辦京速 PAY 帳戶，原已刪除之帳戶資訊皆無法向本行請求保留或回復。客戶明瞭並知悉，於客戶申辦帳戶刪除後，本行仍負有依法令規定及內部規章為內部留存有關資料之義務。

If the Customer intends to proceed with the deletion of the King's Pay Account, the Customer shall apply with the Bank for the deletion process via the customer email listed on the King's Pay Website. The Customer may not log in the deleted King's Pay Account on the day that the Bank completes the deletion of such King's Pay Account. All the information (including, but not limited to, detail of remittance transaction, detail of log-in, information of frequent beneficiary, and other electronic records), which may be inquired after logging in by the Customer, will not be inquired or collected by the Customer. If the Customer has requirement to use the Remittance Services via King's Pay Account afterward, the Customer shall apply for another King's Pay Account. The Customer may not request the Bank to maintain or recover the

information of a deleted account. The Customer understands and acknowledges that the Bank is obligated to preserve relevant information internally under applicable laws and regulations as well as under internal rules after the Customer applying for deletion of an account.

第二十條 本約定書效力、變更及終止

20. The Effect, Change, and Termination of the Agreement

一、 本約定書之效力自客戶於京速 PAY 網站點選同意本約定書之日起生效，至客戶於京速 PAY 網站辦理京速 PAY 帳戶刪除之日止。

20.1 The Agreement shall be effective from the day the Customer clicks the agree to the Agreement on the King's Pay Website to the day the Customer apply for the deletion of the King's Pay Account on the King's Pay Website.

二、 客戶得於任何時期依前條約定辦理帳戶刪除以終止京速 PAY 帳戶之使用及本約定書。

20.2 The Customer may proceed with the deletion of the account at any time under preceding article to terminate the use of the King's Pay Account and the Agreement.

三、 本約定書約款如有修改或增刪時，本行以書面或雙方約定方式通知客戶後，客戶於七日內不為異議者，視同承認該修改或增刪約款。不得另向本行為其他主張或請求。

20.3 When the contract clauses of this Agreement are amended, added or deleted, after being notified in writing or via mutually agreed method, if the Customer does not object within 7 days, he/she shall be deemed as agreeing to the amendment, addition or deletion.

四、 但下列事項如有變更，應於變更前六十日以書面或雙方約定方式通知客戶，並於該書面或雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，暨告知客戶得於變更事項生效前表示異議，及客戶未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於前項得異議時間內通知銀行終止契約：

20.4 If the Agreement change concerns any of the following matters, the Bank shall notify the Customer at least 60 days in advance in writing or make a notification in branch or website and inform the Customer that he/she may raise objection before the change comes into effect and that the Customer shall be deemed to have accepted the revision, addition or deletion if he/she did not raise any objection during said period of time. The notification shall include explicit wording stating the changed provisions, the content of the new and old provisions. Additionally, the Bank shall inform the Customer that if he/she/it has raised an objection over the change, he/she/it has the option to

notify the Bank of termination of this Agreement during the aforesaid time period:

(一) 第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，銀行或客戶通知他方之方式。

20.4.1 Third parties have fraudulently used or stolen the identity information such as username, password, certifications, private keys, or any other unlawful authorization by the Bank or the Customer to notify other parties.

(二) 其他經主管機關規定之事項。

20.4.2 Other matters stipulated by the competent authority.

五、 本約定書之終止，不影響雙方於終止前已生之權利義務。

20.5 The termination of the Agreement shall not affect the rights and obligations happened before the termination.

第二十一條 一般約定

21 General Terms

一、 本約定書及因本約定書所生之權利義務，非經他方之書面同意，不得轉讓。

21.5 The Agreement and the rights and obligations arising from the Agreement shall not be assigned or transferred without the other party's consent.

二、 本行因本約定書之履行，或有其他應向客戶為個別通知之事項，本行得以客戶留存之電子信箱為通知。倘客戶之電子信箱變更，應即以書面或其他約定方式通知本行，並同意改依變更後之電子信箱為送達處所。如客戶未以書面或依約定方式通知本行變更電子信箱時，本行仍以客戶最後登載之電子信箱為送達處所，因此致生無法送達或送達未完全時，應由客戶承擔相關風險。

21.6 The Bank may inform the Customer via the email address provided by the Customer for the purpose of performing the Agreement or if there is any matter that the Bank shall inform the Customer personally. If the Customer changes its email address, it shall notify the Bank in writing or in other agreed method and it agrees the changed email address shall become the place where the Bank delivers its notice. If the Customer fails to notify the Bank in writing or in other agreed method for the change of its email address, the latest email address the Customer inputted shall be considered the place where the Bank delivers its notice. The Customer shall take related risks if the notice may not be delivered to the Customer or the delivery is incomplete because the Customer changes its email address and fails to inform the Bank.

三、 本契約各條標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

21.7 The titles of each articles of this Agreement is for convenience of reference only and shall be affect the interpretation, explanation, and understanding of the relevant articles and sections of this Agreement.

四、 本約定書之成立、效力、解釋、履行，悉依中華民國法律為準據法。

21.8 The establishment, effect, explanation, performance of the Agreement shall be governed by R.O.C laws.

五、 因本約定書所生之任何爭議，雙方願以臺灣臺南地方法院為第一審管轄法院。

21.9 For any disputes arising from the Agreement, both parties agree that Taiwan Tainan District Court shall be the court of first instance.