

# 京城商業銀行 京匯通 總約定書

King's Town Bank "King's Global Pass" Agreement

111 年 11 月 (November 2022)

## 京城銀行「京匯通」蒐集、處理及運用個人資料告知事項

### Notification for Collection, Processing and Use of Personal Data by King's Global Pass

台端申請京城商業銀行（下稱本行）之京匯通服務，由於個人資料之蒐集，涉及台端的隱私權益，依個人資料保護法（下稱個資法）第八條第一項規定，向 台端履行下列告知事項，請台端詳閱：

Mandatory disclosure regarding use of personal data by King's Town Bank (the "Bank") and the Bank's Service Platform King's Global Pass. Due to the fact that gathering personal information involves risking your privacy, for the execution of the business involved (still subject to the business dealings), the Bank is bound by Article 8, Paragraph 1 of the Personal Data Protection Act ("PDPA") to inform you of the following. Please read carefully below:

#### 一、蒐集目的：

外匯業務；存款與匯款業務；行銷（包含共同行銷或合作推廣業務）；金融服務業依法令規定及金融監理需要，所為之蒐集處理及利用；金融爭議處理；非公務機關依法定義務所進行個人資料之蒐集處理及利用；契約、類似契約或其他法律關係管理之事務；消費者、客戶管理與服務；消費者保護；帳務管理及債權交易業務；資（通）訊與資料庫管理；資通安全與管理；調查、統計與研究分析；商業與技術資訊；其他經營合於營業登記項目或組織章程所定之業務；其他諮詢與顧問服務，及為遵循美國洗錢防制法(Anti-Money Laundry Act of 2020)第6038條規範之特定目的。

##### 1. Purpose of Collection:

Foreign currencies; Deposits and remittance; Marketing (includes cross-selling and joint marketing in a financial group); Information gathering, processing and uses required by law on financial service providers for supervisory purpose; Resolution of financial disputes; Information gathering, processing and uses required by law on non-government institutions; Management of contracts, contract-like arrangements or legal relations; Consumer/Customer management and service; Consumer protection; Account management and debt transactions; Information, communication and database management; Information/Communication security and management; Survey, statistics and analysis; Commercial and technical information; Other registered services or services specified in the Memorandum of Association; Other consultancy services and for specific purposes in compliance with Section 6038 of the Anti-Money Laundering Act of 2020.

#### 二、蒐集之個人資料類別：

姓名、身分證統一編號、性別、出生年月日、通訊方式及其他詳如相關業務申請書或契約書之內容，或因辦理特定業務所需之資料，並以本行與客戶往來之相關業務、帳戶或服務及自客戶或第三人處(例如：財團法人金融聯合徵信中心)所實際蒐集之個人資料為準。

##### 2. Types of personal information:

Name, national ID number, gender, date of birth, contact information and information about specific standard information for accessing the website, and information such as the contents of relevant business applications or contracts. The information from the relevant business, account or service relationship between the Bank and Applicants or between the Applicant and a third party (such as the

Joint Credit Information Center, Financial Information Service Co., LTD) shall be deemed the most accurate version of the information.

### 三、個人資料利用之期間、地區、對象及方式

- (一) 期間：因執行業務所必須及依法令規定應為保存之期間。
- (二) 地區：個人資料利用所列對象（下列第（三）項所列對象）之所在地。
- (三) 對象：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、財金資訊股份有限公司、西聯匯款公司及其授權之西聯代理商、財團法人金融聯合徵信中心、財團法人金融消費評議中心、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或其他配合提供台端服務之機構等）、依國內外法令規定有權調查機關或金融監理機關（例如：金融監督管理委員會、美國財政部或司法部）、台端所同意對象（例如：本行之關係企業、與本行共同行銷或交互運用客戶資料之公司、與本行合作推廣業務之公司、委任本行招攬商品或提供服務之公司）。
- (四) 方法：以自動化機器或其他非自動化之利用方式（包含但不限於書面、電子方式或國際傳輸等）。

### 3. Duration, place, subject and method of use of personal information:

- 3.1 Duration: The duration needed to serve the underlying purposes.
- 3.2 Place: Any place, local or foreign, where any of the below subjects are located.
- 3.3 Subject: According to domestic and foreign laws and regulations, the competent investigation authority or financial supervision authority (such as the Financial Supervisory Commission, the U.S. Department of the Treasury or the Department of Justice), the Bank (including other institutions commissioned to perform services), institutions that are permitted by law and other institutions that perform relevant services (e.g. correspondence banks, Financial Information Service Co., Ltd., Western Union and its authorized Western Union Agents, Joint Credit Information Center, Financial Ombudsman Institution, recipients of internationally transmitted personal data that are not restricted by the competent central government authority or other parties with appointed corporation etc.) are allowed to collect personal data for specific purposes under “Notification for Collection, Processing and Use of Personal Data by King’s Global Pass” given such information of Applicant is used within the Bank (including Bank's affiliated companies, shared users of Applicants’ information and promotional partners of the Bank).
- 3.4 Method: Information is to be used in both automated and non-automated means that comply with PDPA (including but not limited to written, electronic or international transmission, etc.).

### 四、依據個資法第三條規定，台端就本行保有台端之個人資料得行使下列權利：

- (一) 除有個資法第十條所規定之例外情形外，得向本行查詢、請求閱覽或請求製給複製本，惟本行依個資法第十四條規定得酌收必要成本費用。
- (二) 得向本行請求補充或更正，惟依個資法施行細則第十九條規定，台端應適當釋明其原因及事實。
- (三) 本行如有違反個資法規定蒐集、處理或利用台端之個人資料，依個資法第十一條第四項規定，台端得向本行請求停止蒐集。

- (四) 依個資法第十一條第二項規定，個人資料正確性有爭議者，得向本行請求停止處理或利用台端之個人資料。惟依該項但書規定，本行因執行業務所必須並註明其爭議或經台端同意者，不在此限。
- (五) 依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向本行請求刪除、停止處理或利用台端之個人資料。惟依該項但書規定，本行因執行業務所必須或經台端同意者，不在此限。

**4. Pursuant to Article 3 of PDPA, you may exercise the following rights over your own information held by the Bank:**

- 4.1 Except for the circumstances described in Article 10 of PDPA, the right to inquire, review or obtain duplicate copies of information held, for which the Bank is permitted under Article 14 of PDPA to collect a small fee to cover its costs.
- 4.2 The right to supplement or rectify personal information held by the Bank. However, Article 19 of the Implementation Rules of the PDPA requires you to state reasons and facts.
- 4.3 The right to stop the Bank from collecting personal information according to Article 11, Paragraph 4 of PDPA in the event that the Bank is found to have violated PDPA while collecting, processing or using your personal information.
- 4.4 The right to stop the Bank from processing, using, or limited processing of your personal information according to Article 11, Paragraph 2 of PDPA, should you have doubts toward the correctness of information held by the Bank. This excludes situations where you have consented in writing or situations where the Bank is required to continue its use of the information as part of its business activities, provided that the area of dispute has been remarked clearly.
- 4.5 The right to stop the Bank from processing, using, or limited processing of your personal information, and to have personal information deleted from the Bank's database according to Article 11, Paragraph 3 of PDPA, when the purpose for which information was collected no longer exists or when the duration expires. This excludes situations where you have consented in writing or situations where the Bank is required to continue its use of the information as part of its business activities.

五、台端如欲行使上述個資法第三條規定之各項權利，得隨時以書面方式持身分證明文件及留存印鑑親赴本行各營業單位辦理。

- 5. If you wish to exercise the abovementioned rights vested by Article 3 of the PDPA or inquire on ways you may exercise these rights or the filing procedures, please visit the Bank branches during business hours with your personal identification information and signature seals identical to that registered with the Bank in the Specimen Card of the Account.**

**六、台端不提供個人資料所致權益之影響**

台端得自由選擇是否提供相關個人資料及類別，惟台端所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，本行可能無法進行必要之業務審核或作業而無法提供台端相關服務或無法提供較佳之服務，敬請見諒。

**6. The influence on your right that you don't provide your personal information**

You are free to choose whether to provide personal information and the types of information to provide to the Bank. However, if you refuse to provide information

that is necessary for due diligence or operational purposes, the Bank may not be able to offer better services or at all. We seek your understanding in this matter.

※本行有權依相關法規或視情形修訂本告知事項，並得以言詞、書面、電話、簡訊、電子郵件、傳真、電子文件、網路公告或其他足以使台端知悉之方式告知修訂之內容，如台端仍與本行繼續業務上往來，視同台端已瞭解修訂後之內容。

※The Bank reserves the right to amend this Notification at any time, and notify you the amendments orally, in writing, or by telephone, text messaging, e-mail, facsimile, electronic documents, website announcement, or other methods that may give you direct or constructive notice regarding the amended matters. Should you wish to continue doing business with the Bank, you are considered to have agreed to the amendment.

立約定書人(以下簡稱「立約人」)茲向京城商業銀行股份有限公司(下稱「貴行」)申請使用「京匯通」服務，並同意遵守下列條款。未來如有增減服務項目或分階段提供既有項目時，悉依貴行當時規定辦理。貴行可直接於「京匯通」服務平台直接宣傳，無須另行通知立約人，亦無需另立書面約定。

The Applicant to the Agreement (the "Applicant") whoever applies for the King's Global Pass with King's Town Bank (the "Bank") agrees with all kinds of services between the Applicant and the Bank in relation to the Services. If there is any further amendment made to the Agreement, it shall be governed by relevant regulations of the Bank. The Bank is also allowed to directly announce related amendments through King's Global Pass Service Platform without further notice or written agreement to the Applicant.

## 壹、共通約定條款

本約定書下之各項服務及嗣後新增之任何服務約定條款，皆適用以下所列之共通約定條款。惟各項服務約定條款內另有特別約定者，從其約定。

### Section 1: General Terms and Conditions

All services and amendments under the Agreement shall be governed by the terms and conditions of the following General Terms and Conditions of King's Global Pass within all applicable scopes. However, if the law has special provisions, such provisions shall prevail.

#### 第一條 本服務申請資格

立約人應為具有中華民國國籍且未受監護或輔助宣告之成年自然人。

##### 1 Qualifications

The Applicant shall be an adult natural person who has the nationality of the Republic of China and is not under guardianship or auxiliary declaration.

#### 第二條 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：

- 一、「京匯通」服務(下稱本服務)係指客戶端電腦或個人行動裝置經由網路與貴行主機連線，無須親赴櫃台，透過京匯通網站及 APP (以下合稱「本服務平台」)，即可直接取得貴行所提供之外匯產品服務。
- 二、「京匯通帳戶」係指立約人因使用本服務而向貴行申請開立之專用網路帳戶。
- 三、「客戶開戶資料」係指立約人於本服務註冊頁面或應用程式，為開立帳戶所填載之個人身分資訊或資料。
- 四、「身分證字號」係指立約人領有現行合法有效之中華民國國民身分證所載列之統一編號。
- 五、「電子文件」係指貴行或立約人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。
- 六、「使用者代碼」係指立約人為使用本服務而自行設置專屬京匯通帳戶之登入帳號。
- 七、「使用者密碼」係指立約人為使用本服務而自行設置專屬京匯通帳戶之登入密碼。

##### 2 Definitions

The definitions under this Article are as followings:

2.1 King's Global Pass (the "Services") refers to the websites and APP of King's Global

Pass (the “Service Platform”) under the domain managed by the Bank connected through Applicant’s computer or personal mobile device through an Internet connection with the Bank to obtain the relevant financial services provided by the Bank.

- 2.2 “King’s Global Pass Account” refers to the exclusive Internet account applied by the Applicant for the Services with the Bank.
- 2.3 “Customer Opening Account Information” refers to the personal information or data filled in by the Applicant for registering the Services through registration page or applications.
- 2.4 “ID Number” refers to the uniform number noted on the effective and legitimate R.O.C National Identity Certificate held by the Applicant.
- 2.5 “Electronic Document” refers to word, voice, picture, video, mark, or other data transferred by Internet from the Bank or the Applicant, 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.
- 2.6 “Log-in Account” refers to the exclusive log-in account or username established by the Applicant of his/her King’s Global Pass Account to use the Services.
- 2.7 “Log-in Password” refers to the exclusive log-in password established by the Applicant of his/her King’s Global Pass Account to use the Services.

### 第三條 本服務項目

立約人同意本服務項目，包含但不限於「京速 PAY」等外匯產品之查詢、交易、設定或變更等相關服務，各產品項目內容以本服務網站公告為準，貴行於本服務提供之各項產品項目應確保訊息之正確性，其對立約人所負之義務不得低於本服務網站公告之內容。

### 3 Collection of Personal Information

The Applicant agrees to the terms and conditions of the Services, including but not limited to related foreign services such as inquiry, transaction, settings or amendment of King’s Pay as well as the service items related to the Agreement. The content of each product is subject to the announcement by public notice in the business premises and website. The Bank shall ensure the correctness of information on specific services provided within the Services. The Bank's obligations to the Applicant shall be no less than these services.

### 第四條 立約人資料之蒐集、處理、利用及國際傳輸

- 一、立約人經貴行依個人資料保護法規定履行告知義務，瞭解並同意貴行(含受貴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、財金資訊股份有限公司、西聯匯款公司及其授權之西聯代理商、財團法人金融聯合徵信中心、財團法人金融消費評議中心、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或其他配合提供立約人服務之機構等)、依國內外法令規定有權調查機關或金融監理機關(例如：金融監督管理委員會、美國財政部或司法部)、立約人所同意對象(例如：貴行之關係企業、與貴行共同行銷或交互運用客戶資料之公司、與貴行合作推廣業務之公司、委任貴行招攬商品或提供服務之公司)得於「京城銀行『京匯通』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，對立約人之個人資料為蒐集、處理、利用及國際傳輸。

- 二、 立約人瞭解貴行保有之個人資料得行使個人資料保護法第三條之權利，並瞭解可隨時以本服務客服信箱（如本約定書第十九條所載），向貴行要求終止立約人所同意基於行銷目的之資料運用。
- 三、 立約人在此聲明並確認提供予貴行第三人之資料包含立約人以外第三人之個人資料時，立約人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貴行於告知事項範圍內，進行蒐集、處理、利用及國際傳輸。貴行告知事項之修訂，立約人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。
- 四、 立約人同意貴行得將立約人與貴行往來交易業務及作業，委由第三人代為處理，並同意將立約人之各項往來資料，提供予受貴行委任處理事務之第三人。作業委外如涉及立約人資訊者，貴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，以保障立約人權益。

#### 4 Collection of Personal Information

- 4.1 According to domestic and foreign laws and regulations, the competent investigation authority or financial supervision authority (such as the Financial Supervisory Commission, the U.S. Department of the Treasury or the Department of Justice), the Bank (including other institutions commissioned to perform services), institutions that are permitted by law and other institutions that perform relevant services (e.g. correspondence banks, Financial Information Service Co., Ltd., Western Union and its authorized Western Union Agents, Joint Credit Information Center, Financial Ombudsman Institution, recipients of internationally transmitted personal data that are not restricted by the competent central government authority or other parties with appointed corporation etc.) are allowed to collect personal data for specific purposes under “Notification for Collection, Processing and Use of Personal Data by King’s Global Pass” given such information of Applicant is used within the Bank (including Bank's affiliated companies, shared users of Applicants’ information and promotional partners of the Bank).
- 4.2 The Applicant hereby agrees and accepts that the Bank may exercise the rights pursuant to Article 3 of the Personal Data Protection Act. The Applicant 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 service email address stated under Article 19 of the Agreement.
- 4.3 The Applicant hereby declares and confirms that the third party personal information provided by the Applicant to the Bank including the personal data of a third party other than the Applicant, the Applicant 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 Applicant acknowledges and understand that it is responsible to notify the third party of any amendments of the relevant notifications or notices of the Agreement in front and obtain the third party consent.
- 4.4 The Applicant hereby agrees that the Bank may, partially or entirely, outsource personal information between the Applicant and the Bank to a third party and

agrees that the Bank may provide the correspondence data of the Applicant 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 Applicant 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 Applicant.

#### 第五條 京匯通帳戶申請及登入程序

- 一、 立約人使用本服務前，應先確認本服務正確網址為：<https://ktb-wu.com.tw/>，或確認係於前述所揭露之正確位置下載京匯通 APP，才開始使用。如有疑問，請致電本服務客服電話：06-2130002 詢問。貴行將盡善良管理人之注意義務，隨時維護本服務平台的正確性與安全性，並隨時注意有無偽造之網頁或 APP，以避免立約人之權益受損。
- 二、 立約人申請本服務應開立京匯通帳戶，並提供客戶開戶資料。立約人聲明並擔保因申請暨使用本服務所傳遞至貴行之電子文件（包含但不限於客戶開戶資料）皆經合法授權且為真實，如有不實致貴行受有損害，立約人應負賠償之責。
- 三、 立約人應確保所提供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，立約人須於經貴行通知十個營業日內將護照影本逕寄至本服務客服信箱（如本約定書第十九條所載）以供貴行確認開戶資訊，如逾期未為之，貴行得不予受理其申請。如立約人填寫之英文姓名有明顯輸入錯誤或缺漏字者，立約人同意授權貴行逕行修改；立約人未填寫英文姓名者，視為授權貴行自行翻譯，於立約人授權貴行修改或自行翻譯之範圍內所生爭議，應由立約人自行負責，概與貴行無涉。
- 四、 立約人同意由貴行受理京匯通帳戶申請時，由貴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，以辨別及驗證立約人身分，並得留存、紀錄或保存立約人之各項電子申請、查詢紀錄以及身分識別資訊。
- 五、 立約人同意並明瞭貴行保有立約人申請本服務核准與否之權利，開戶申請須經貴行審查正常無誤後始得啟用，另同意不論貴行核准與否，均無庸另行通知立約人，得逕為申請之駁回，立約人並不得異議。
- 六、 經貴行審核核准與開立京匯通帳戶後，即完成本服務註冊，立約人使用本服務時，應以身分證字號、立約人本人所設之使用者代碼及使用者密碼，或行動裝置內建驗證方式（包含但不限於指紋驗證、臉部辨識）登入本服務平台，立約人並應妥善保管各項登入所需資訊。立約人倘有未盡保管責任而發生遭盜用所生之損害，由立約人自行負擔，貴行不負賠償之責。  
為保護立約人帳戶安全，本服務輸入使用者密碼連續錯誤達三次時，貴行系統將自動停止立約人使用本服務，立約人如擬恢復使用，應依貴行相關程序辦理。立約人向貴行聲明擔保京匯通帳戶僅由立約人本人使用。
- 七、 立約人之登入資訊如有遺失、滅失、被竊，或其他任何未經合法授權之情事而使京匯通帳戶有遭第三人盜用或冒用之時，立約人應即以本服務客服信箱或客服電話（如本約定書第十九條所載）通知貴行以刪除京匯通帳戶方式

終止本服務。

於貴行接到前款通知前，對第三人使用本服務已發生之效力，由貴行負責。

但有下列任一情形者，不在此限：

- (一) 貴行能證明立約人有故意或過失。
- (二) 貴行依雙方約定方式通知交易核對資料或帳單後超過四十五日。惟立約人有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但貴行有故意或過失者，不在此限。

針對本項第一款冒用、盜用事實調查所生之鑑識費用由貴行負擔。

## 5 Application and Log-in Process of the King's Global Pass Account

- 5.1 The Applicant shall ensure the correctness of the King's Global Pass URL (<https://ktb-wu.com.tw/>) or the King's Global Pass APP before making use of the Services. Please call the service line (06-213-0002) for inquiries. The Bank shall exercise due diligence in managing the correctness and security of website information. The Bank shall also be on the lookout for fake webpages and apps to prevent losses to the Applicant.
- 5.2 To use the Services, the Applicant shall provide the Customer Opening Account Information to the Bank for applying the King's Global Pass Account. The Applicant declares and guarantees that the Electronic Document (including but not limited to the Customer Opening Account Information) transmitted to the Bank for account opening purposes is legitimately authorized and correct. If the Applicant and Bank suffers any damages attributable to the aforesaid, the Applicant shall be liable for all damages.
- 5.3 The Applicant 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 Applicant is required to provide a copy of his/her passport to the customer service email address within 10 business days upon notification by the Bank for approval. If the English name filled in by the Applicant has obvious inputting errors or missing words, the Applicant agrees to authorize the Bank to modify. If the Applicant fails to fill in the English name, it is deemed to authorize the Bank to translate his/her English name on behalf of the Applicant. The Applicant further agrees that if any disputes arising from this abovementioned translation, the Applicant shall be liable for all damages and the Bank has no responsibility.
- 5.4 When the Bank receives the application the King's Global Pass Account, the Applicant 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 Applicant. The Bank may preserve, record, and save all type of electronic application and inquiry record and identification information of the Applicant.
- 5.5 The Applicant agrees and acknowledges that the Bank retains the rights to approve the Applicant's application of the King's Global Pass Account and that the account may only be used after the application has been approved by the Bank. The Applicant agrees that, no matter the Bank approves the application or not, the Bank may deny the Applicant's application without notifying the Applicant in another method and the Applicant shall not object thereto.

- 5.6 Once the Bank approves the Applicant's application of the King's Global Pass Account, the registration of the Services is considered to be successful. To use the Services, the Applicant shall login the Service Platform using the Applicant's ID, Log-in Account and Log-in Password or the use of built-in verification methods for a verified mobile device (including but not limited to fingerprints and facial recognition). If the Applicant has not fulfilled the responsibility to keep safe of its log-in information resulting damages caused by the misappropriation use of the account, the Applicant shall be liable for all damages and the Bank bears no responsibility. To enhance the Applicant's account security, when the Applicant inputs wrong Log-in Password for three consecutive times, the Bank system will automatically cease the Applicant from using the Services. If the Applicant intends to resume the Services, the Applicant shall proceed with the relevant procedures of the Bank. The Applicant represents and guarantees to the Bank that the King's Global Pass Account is only used by the Applicant.
- 5.7 When the misappropriation use of the account occurs following the Applicant's log-in information is lost, damaged, destroyed, stolen, or been obtained through any other matters that is not legally authorized, the Applicant shall immediately contact the customer service email address stated under Article 19 of the Agreement and inform the Bank to terminate the Services by deleting his/her King's Global Pass Account.
- The Bank shall be responsible for the outcome of the third party's use of the Services before the notice is received. This however excludes any of the following circumstances:
- 5.7.1 The Bank is able to prove that the misuse is due to the Applicant's intentional or negligent act.
- 5.7.2 The misuse happens more than 45 days after the Bank transmits transaction data or an account statement in the form of an Electronic Document. However, special circumstances (e.g. long-distance travel, hospitalization, etc.) where the Applicant is unreachable for notification in time are excluded from the above rule; in such cases, the 45-day period begins from the day the special circumstances end, unless the delay in notification is caused by an intentional or negligent act of the Bank. The Bank shall bear the costs of investigation into the misuse and theft described in Article 5.7.1.

#### 第六條 京匯通帳戶使用須知

- 一、 立約人明瞭並知悉京匯通帳戶僅為貴行與立約人約定確認為專屬立約人本人並提供本服務各項產品之方式，立約人並未因此具有向貴行請求利息或其他帳戶權益之權利。
- 二、 立約人對於已完成之匯款交易，除本約定書另有約定外，不得撤銷。立約人同意使用本服務如有重大違法或違約之虞，貴行得終止本約定書。
- 三、 立約人自使用本服務之日起，同意貴行得依約定收費標準酌收手續費，本服務下各項產品之手續費收取標準悉依貴行營業廳及網站公告。手續費收取金額如有調整，貴行應於實施前六十日公告於營業廳、網站，但有利於立約人者不受六十日公告期間之限制。立約人如不同意調整，得於公告期間內以刪除京匯通帳戶之方式終止本約定書，逾期未終止者，視為同意該調整。

#### 6 Notice of Use of the King's Global Pass Account

- 6.1 The Applicant acknowledges and understands that the King's Global Pass Account

- is a special purpose account agreed between the Applicant and the Bank to provide the service items under the Service Platform. The King's Global Pass Account is exclusive to the Applicant, the Applicant acknowledges that it has no rights to request interests or other account rights or benefits from the Bank.
- 6.2 Unless otherwise agreed in the Agreement, the Applicant is not allowed to cancel the completed remittance transaction. If there is a likelihood of a material violation of law or material breach of the Agreement by the Applicant, the Bank may terminate the Services under the Agreement.
- 6.3 Beginning with the first day of using the Services, the Applicant agrees to pay remittance fees, handling charges, and other related fees according to the standard rates stipulated by the Bank in relation to the Services. If any subsequent change to the fee changes of the Services is amended, deleted or altered, the Bank shall, 60 days prior to the change, notify the Applicant in writing, or by public notice in the operating offices or on the websites of the Bank which shall state that the Applicant may object before the change becomes effective by terminating his/her King's Global Pass Account; otherwise the Applicant shall be deemed accepting the amended, deleted or altered fee charges in relation to the Services. However, if the amendment is in favor to the Applicant, the aforesaid shall not be applicable.

#### 第七條 外匯申報

- 一、立約人於執行本服務下之任何交易，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，立約人可能將因此受有一定金額之罰鍰。
- 二、立約人同意貴行在相關法令許可之範圍內，代立約人為各項相關申報手續（就貴行代為申報者，立約人應悉數承認）。於申報結購、結售外匯時，倘由貴行代為申報者，於貴行獲悉立約人已超出立約人當時結匯額度或有其他依法令不得辦理之事由者，貴行即有權不予執行該相關交易，若已兌換，則貴行得就立約人結匯金額逾限額部份，依貴行認為適當之方式逕行沖回。
- 三、如經貴行查獲有申報不實之情形者，貴行得隨時限制或終止立約人使用本服務之各項功能。

#### 7 Foreign Exchange Declaration

- 7.1 The Applicant shall comply with the regulations governing the declaration of foreign exchange receipts and disbursements or transactions and the notice for the banking business assisting Applicant 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 Applicant implements any transactions under the 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 Applicant may be imposed a fine of a certain amount.
- 7.2 The Applicant agrees that the Bank may file relevant declaration on behalf of the Applicant within the scope permitted by the related laws and regulations (the Applicant shall admit to all the declaration filed by the Banks on behalf of the

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

7.3 If the Bank discovers any false declaration, the Bank reserves the right to limit or cease the Applicant's rights to use the Services of the King's Global Pass Account.

#### 第八條 軟硬體安裝及網路系統傳輸風險

- 一、 貴行及立約人應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或立約人個人資料。
- 二、 立約人申請使用本服務，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，由立約人自行負擔。立約人切勿與他人共同使用行動裝置，於行動裝置儲存他人之指紋或臉部辨識資訊、任意破解行動裝置，並慎防駭客攻擊，以確保行動裝置及京匯通帳戶安全。前述軟硬體設備及相關文件如係貴行提供，立約人同意僅得於約定服務範圍使用。
- 三、 立約人同意使用網路與貴行進行電子文件傳送及接收。貴行及立約人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。
- 四、 如因貴行或貴行合作對象之系統維護或運轉需求，而使貴行無法傳輸或傳輸不完整立約人之各項交易資料或申請，立約人同意貴行得免經通知逕行暫時中止傳輸，並不得請求貴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。
- 五、 貴行對於立約人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，貴行得不執行任何接收之電子文件：
  - (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。
  - (二) 貴行依據電子文件處理，將違反相關法令之規定者。
  - (三) 貴行因立約人之原因而無法扣取立約人所應支付之費用者。
- 六、 貴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立約人，立約人受通知後得以雙方約定方式向貴行確認。
- 七、 立約人使用本服務，瞭解雙方電子文件傳輸過程中，於貴行確保貴行資訊系統安全之前提下，仍有第三人經由網際網路入侵、破壞或擷取立約人資料等侵害情事之風險。就第三人破解貴行資訊系統之保護措施或利用資訊系統之漏洞爭議，由貴行就該事實不存在負舉證責任，第三人入侵貴行資訊系統對立約人所造成之損害，並由貴行負擔。如因其他不可歸責於貴行之情事致生立約人資料外洩或其他立約人之直接或間接損失時，皆由立約人自行承擔有關風險及責任，貴行概不負責。

#### 8 Risks of Software and Hardware Installation and Network System Transmission

8.1 The Bank and the Applicant shall each ensure the security of the information systems used to prevent illegal access, collection, alteration, damages to the records of the Services or Applicant's personal information.

8.2 The Applicant shall install all the computer software, hardware, and security-related equipment required to access the Services. The Applicant shall bear all

costs and risks associated with the installation. The Applicant shall not share mobile devices with others, save the fingerprints or facial recognition information of others on mobile devices, or arbitrarily breach the security of mobile devices, and shall be cautious of hacker attacks to ensure the security of the mobile devices and account. Where the software, hardware and documents mentioned in this clause are provided by the Bank, the Bank agrees only to use by the Applicant within the scope of the Services.

- 8.3 The Applicant agrees to use the Internet to transmit and receive Electronic Document with the Bank. The Applicant shall enter into Internet service agreement with each Internet business operators for the rights and obligations and shall be responsible for the expenses and risks of the use of Internet.
- 8.4 If the Bank is unable to transmit or transmit incomplete transaction information of the service items under the Agreement due to system maintenance or operation requirements from the Bank or partners of the Bank, the Applicant agrees that the Bank may temporarily suspend the transmission without notice; and the Applicant shall not request any direct or indirect damages arising from the temporary suspension.
- 8.5 The Bank has no obligation to proceed with the information or message transmitted from the Applicant given the Applicant fails to comply with system or relevant process. The Bank may refuse to proceed with the received Electronic Document if any one of the following situations takes place:
- 8.5.1 The Bank has reasonable doubt about the truthfulness of the Electronic Document or correctness of the matters stated in said document.
- 8.5.2 The Bank's processing of the Electronic Document will violate relevant laws and regulations.
- 8.5.3 The Bank is unable to charge the fees payable by the Applicant from the Payment Account due to the reasons by the Applicant.
- 8.6 The Bank shall notify the Applicant the reason and situation through the mutually agreed method when the Bank does not execute the Electronic Document according to the preceding paragraph. The Applicant may confirm with the Bank through the mutually agreed method upon notified.
- 8.7 The Applicant understands that while using the Services, the process of Electronic Document transmission between the two parties, under the premise of the Bank ensuring the security of the information system, there is still risks of third party invading, destroying or retrieving the Applicant information through the Internet. For disputes arising from third party breaks the Bank's protective measure of the information system or uses the loophole of the information system, the Bank is responsible to provide evidences and is liable to the damages occurs to the Applicant. If the information of the Applicant is leaked or the direct or indirect losses of Applicant is caused by other circumstances that are not attributable to the Bank, the Applicant shall be liable for all damages and the Bank has no responsibility.

#### 第九條 電子文件之效力

貴行及立約人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。

#### 9 Effectiveness of Electronic Document

Unless stipulated by the applicable laws and regulations otherwise, the Bank and the

Applicant agrees to use the Electronic Document as a way of expression and the Electronic Document exchanging under the Agreement shall have the effect equivalent to written document.

#### 第十條 電子文件交換作業時限

電子文件係由貴行電腦自動處理，立約人發出電子文件，除查詢事項外，經立約人依貴行於本服務平台上提供之再確認機制確定其內容正確性後，傳送至貴行後即不得撤回。但未到期之預約交易在貴行規定期限內（以本服務下各項產品約定條款為準），立約人得撤回。

貴行接收來自立約人之任何電子文件，若無法辨識其身分或內容時，視為立約人自始未傳送。貴行於可確定立約人身分時，應以雙方約定方式通知立約人有內容無法辨認之事實。

#### 10 The Time Limit of the Electronic Document Exchange Process

The Applicant understands that the Electronic Document submitted by the Applicant, except for inquiry items, will be automatically processed by the Bank's computer of the Service Platform. The Applicant cannot recall a submitted Electronic Document once it has been confirmed by the Applicant. However, the Applicant can recall or amend scheduled transactions that are yet to fall due, subject to the deadlines specified by the Bank. In circumstances where the Bank or the Applicant is unable to determine the identity or the content of Electronic Document sent by the other party, the Electronic Document shall be considered to have never been sent in the first place. However, if the Bank is able to confirm the identity of the Applicant, the Bank shall notify the Applicant, by the means agreed by both parties of the fact that the content cannot be identified.

#### 第十一條 電子文件錯誤之處理

- 一、立約人利用本服務，其電子文件如因不可歸責於立約人之事由而發生錯誤時，貴行應協助立約人更正，並提供其他必要之協助。
- 二、前項服務因可歸責於貴行之事由而發生錯誤時，貴行應於知悉時，立即更正，並同時以電子文件或雙方約定之方式通知立約人。
- 三、立約人使用本服務，其電子文件因可歸責立約人之事由發生錯誤，除本服務下各項產品約定條款有特別約定外，如為金融機構代號、轉入帳號、收款人姓名或金額錯誤，致轉入他人帳戶或誤轉(領)金額時，一經立約人通知貴行，貴行應協助辦理下列事項：
  - (一) 依據相關法令提供該筆交易之明細及相關資料。
  - (二) 通知本服務相關合作對象（如：西聯公司）協助處理。
  - (三) 回報處理情形。

#### 11 Process of the Mistake on the Electronic Document

- 11.1 For use of the Services under the Agreement, if a mistake has happened on the Electronic Document due to the reason not attributable to the Applicant, the Bank shall assist the Applicant for correction and shall provide other necessary assistance.
- 11.2 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 Applicant via the Electronic Document or other method agreed by both parties.
- 11.3 In the event that, during use of the Services, the Applicant transfers funds into the wrong account or in a wrong amount, such as by entering an incorrect bank

code, account number, or amount, the Bank shall provide the following assistance immediately on being notified by the Applicant:

- 11.3.1 Provide details relating to the transaction to the extent permissible by law.
- 11.3.2 Notify partners of the Bank for the related service items (such as Western Union) for assistance.
- 11.3.3 Report the results.

## 第十二條 保密義務

除其他法律規定外，貴行應確保所交換之電子文件因使用或執行本服務而取得立約人資料，不得洩漏予第三人，亦不可使用於與本服務無關之目的，且於經立約人同意告知第三人時，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，視為告知人義務之違反。

貴行如因違反第一項規定致立約人受有損害者，應依消費者保護法等相關法律負賠償責任。

## 12 Confidentiality Obligation

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

## 第十三條 行動裝置認證機制

- 一、立約人於京匯通 APP 同意行動裝置認證服務使用條款，並啟用行動裝置認證機制後，得使用快速登入服務（服務規範詳京城商業銀行京匯通快速登入服務條款）。
- 二、立約人如欲暫停使用/停用或恢復使用行動裝置認證時，須經由京匯通 APP 辦理。
- 三、立約人原綁定之行動裝置如有遺失、滅失、被竊或轉讓給第三人之情事，立約人應立即於使用之更新之行動裝置重新申請認證服務，經貴行完成登錄手續後，原綁定之行動裝置設定方為失效。在貴行完成登錄手續前，所有依原綁定之行動裝置使用本服務之行為，立約人皆承認其為有效。

## 13 Mechanism of Mobile Device Authentication Service

- 13.1 Applicant who has agreed to the terms and conditions of the Mobile Device Authentication Service (Mobile Service) and has activated the Mobile Service of King's Global Pass APP are qualified to use the Quick Login Service for King's Global Pass (please refer to the Instructions of Quick Login Service for King's Global Pass for more details).
- 13.2 If the Applicant wishes to suspend, terminate or resume the Mobile Service, the Applicant shall proceed with the relevant procedures of King's Global Pass APP.
- 13.3 If misappropriation use occurs following the Applicant's log-in information is lost, damaged, destroyed, stolen, or been obtained through any other matters that is not legally authorized, the Applicant shall immediately re-activate the authentication process on the updated mobile device. The Mobile Service of the

previous device will be disabled once the re-activation process on the updated mobile device is completed.

#### 第十四條 貴行暫停或終止本服務

除本約定書另有約定者外，如有下列情事，立約人同意並應配合貴行依法令或本約定書暫停或終止本服務之使用，立約人不得就此暫停或終止對貴行請求任何因此所致之直接或間接損失：

- 一、 提供不實資料開立帳戶者。
- 二、 立約人帳戶經查證提供或借予他人使用者。
- 三、 立約人利用帳戶從事詐欺、洗錢等不法行為者。
- 四、 立約人帳戶經查屬偽冒申請者。
- 五、 立約人因使用本服務所連結之實體帳戶，經通報為警示帳戶或衍生管制帳戶者。
- 六、 對立約人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。
- 七、 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。
- 八、 發現有涉及疑似洗錢或資恐交易，或帳戶運作方式出現與立約人屬性不符之重大變動者。
- 九、 於不違反相關法令情形下，如果得知或必須假定立約人往來資金來源自貪瀆或濫用公共資產時。
- 十、 立約人經查屬受經濟制裁、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。
- 十一、 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，經貴行告知於本服務平台公告預計維護期間後，所為之暫停或終止帳戶之使用者。
- 十二、 立約人違反本約定書之其他約定，經催告改善或限期請求履行未果者。
- 十三、 其他經主管機關或貴行認定帳戶之使用有違法或不當使用之虞者。

#### 14 Temporary Suspension or Termination of the Services

Unless otherwise stipulated by the Agreement, if there is any one of the following situations, the Applicant agrees to cooperate with the Bank for the temporary suspension or termination of the Services under the Agreement or to the extent permissible by law. The Applicant may not claim against the Bank for any direct or indirect damages or losses arising from the temporary suspension or termination:

- 14.1 The Applicant provides untruthful information to open an account.
- 14.2 The Applicant provides or lends the Applicant's account to others for use of the Services.
- 14.3 The Applicant uses the account for fraud, money laundering, and other illegal matters.
- 14.4 The Applicant uses other's or fake identity for account application.
- 14.5 The Applicant account has been notified as an alert account or a derived controlled account due to the use of the Services.
- 14.6 The Bank monitors and investigates the suspicious transactions involving the Applicant's account and confirms that there are illegal matters.
- 14.7 The Applicant 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.
- 14.8 The Bank suspects and identifies the account to have money laundering, terrorist financing transactions or irregular major changes in transaction patterns and user behavior.
- 14.9 Without violation of applicable laws and regulations, the Bank knows or has to

assume the funds which transfer from and to the Applicant is from corruption or misuse of public assets.

- 14.10 The Applicant 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.
- 14.11 If there is necessary of system maintenance or operational requirement, change of circumstances, or requirement from competent authority, the Bank is allowed to temporarily suspend or terminate the Services following the Bank's announcement on the Service Platform with estimated maintenance period.
- 14.12 The Applicant violates the other stipulations under the Agreement and fails to rectify such violation after being demanded to do so or being claimed to do so within a time limit.
- 14.13 The Bank or the competent authority considers that there is a likelihood of illegal or improper use of the account.

#### 第十五條 損害賠償責任

貴行及立約人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。

#### 15 Compensation Liability

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

#### 第十六條 立約人終止本服務（京匯通帳戶刪除）

立約人得隨時透過本服務客服信箱申請刪除京匯通帳戶以終止本服務。立約人之京匯通帳戶自貴行完成帳戶刪除之日起，便不得再以該帳戶之登入資訊使用本服務（包括但不限於本服務下各項產品查詢及利用）。立約人如有再次使用本服務之需求時，須另再重新申辦京匯通帳戶，原已刪除之帳戶資訊皆無法向貴行請求保留或回復。立約人明瞭並知悉申請帳戶刪除後，貴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。

#### 16 Termination of the Services by the Applicant (Deletion of King's Global Pass Account)

The Applicant may terminate the Agreement at any time. The Applicant may not login the terminated King's Global Pass Account on the day that the Bank completes the termination of the account. All the information (including but not limited to details of remittance transaction, details of log-in, information of frequent beneficiary, and other electronic records). After the Services is terminated, the Applicant must re-apply for the Services online, or according to other methods announced by the Bank. The Applicant may not request the Bank to maintain or recover the information of the terminated account. The Applicant 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 Applicant applying for termination of an account.

#### 第十七條 紀錄保存

貴行及立約人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。

貴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。

#### 17 Preservation of the Records

The Bank and the Applicant shall preserve all the records of the Electronic Document 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.

#### 第十八條 本約定書效力、變更及終止

- 一、 本約定書之效力自立約人於本服務平台點選同意本約定書之日起生效，至立約人之京匯通帳戶刪除日止。
- 二、 本約定書條款如有修改或增刪時，貴行於本服務平台或官方網頁公告後，立約人於公告日起七日內不為異議者，視為同意該修改或增刪條款。但下列事項如有變更，應於變更事項生效日六十日前以書面或電子郵件或其他雙方約定方式通知立約人，並於該書面或電子郵件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，暨告知立約人得於變更事項生效前表示異議，及立約人未於該期間內異議者，視同承認該修改或增刪約款；並告知立約人如有異議，應於前述得異議時間內通知貴行終止本約定書：
  - (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，貴行或立約人通知他方之方式。
  - (二) 其他經主管機關規定之事項。
- 三、 本服務之終止，不影響雙方於終止前已生之權利義務。

#### 18 The Effect, Change, and Termination of the Agreement

18.1 The Agreement shall be effective from the day the Applicant clicks to agree the Agreement on the Service Platform to the day the Applicant apply for the termination of the King's Global Pass Account.

18.2 If any terms and conditions of the Agreement is amended, deleted or altered, or the service items related to the Agreement are amended or altered, the Bank shall, 7 days prior to the change, notify the Applicant on the Service Platform or on the website of the Bank which shall state that the Applicant may object before the change becomes effective; otherwise the Applicant shall be deemed accepting the amended, deleted or altered terms and conditions or the amended service items shall be applicable automatically. For the following changes, however, the Bank shall notify the Applicant in writing, by e-mail, or a method agreed to by both the Bank and the Applicant at least 60 days prior to the effective date. The notification must include detailed descriptions of the changes, comparisons of the original and revised terms, and effective date in a clear manner, informing the Applicant of his/her right to object and notify the Bank to terminate the Agreement before the changes take effect. If no objection is raised by the Applicant before the effective date, the changes are considered accepted by the Applicant:

18.2.1 Changes in the method of notifying the other party in cases of theft or misuse of username, password, certificate, private key, or any unauthorized conduct.

18.2.2 Other matters stipulated by the competent authority.

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

## 第十九條 一般約定

- 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。
- 二、 貴行因本約定書之履行，或有其他應向立約人為個別通知之事項，貴行得以立約人留存之電子信箱為通知。倘立約人之電子信箱變更，應即以書面或其他約定方式通知貴行，並同意改依變更後之電子信箱為送達處所。如立約人未以書面或依約定方式通知貴行變更電子信箱時，貴行仍以立約人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，應由立約人承擔相關風險。
- 三、 本服務客服電話及信箱如下，如有變更，悉以本服務平台公告為準。  
**客服電話：06-2130002**  
**客服信箱：kingspay@mail.ktb.com.tw**
- 四、 本約定書之各條標題，僅為查閱方便而設，不影響本約定書有關條款之解釋、說明及瞭解。
- 五、 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。
- 六、 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，但法律有專屬管轄之特別規定者，從其規定。但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

### 19 General Terms

- 19.1 The Agreement and the rights and obligations arising from the Agreement shall not be assigned or transferred without the other party's consent.
- 19.2 The Bank may inform the Applicant via the email address provided by the Applicant for the purpose of performing the Agreement or if there is any matter that the Bank shall inform the Applicant personally. If the Applicant 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 Applicant fails to notify the Bank in writing or in other agreed method for the change of its email address, the latest email address the Applicant inputted shall be considered the place where the Bank delivers its notice. The Applicant shall take related risks if the notice may not be delivered to the Applicant or the delivery is incomplete because the Applicant changes its email address and fails to inform the Bank.
- 19.3 The customer service line and email address are as follows. If there is any change, please refer to the announcement of the Service Platform.  
Service Line: 06-2130002  
Email Address: [kingspay@mail.ktb.com.tw](mailto:kingspay@mail.ktb.com.tw)
- 19.4 The title of each article of the Agreement is for convenience of reference only and shall not affect the interpretation, explanation, and understanding of the relevant articles and sections of the Agreement.
- 19.5 The establishment, effect, explanation, performance of the Agreement shall be governed by R.O.C laws.
- 19.6 For any disputes arising from the Agreement, both parties agree that Taiwan Tainan District Court shall be the court of first instance. If the law has special provisions for exclusive jurisdiction, such provisions shall prevail. However, the application of Article 47 of Consumer Protection Act or Article 436-9 of the Code of Civil Procedure on small claim court may not be excluded.

## 貳、京速 PAY 約定條款

### Section 2: King's Pay Agreement

#### 第一條 名詞定義

除有另行定義者外，所用專有名詞定義如下：

- 一、「京速 PAY」匯款服務係指立約人可透過電腦/個人行動裝置經由網際網路與貴行電腦連線，無須親赴銀行櫃台，即可直接取得貴行所提供之貴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。
- 二、「西聯公司」係指美國西聯金融服務有限責任公司（WesternUnionFinancialServices,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（WesternUnionInternationalLimited, 支援所有其他匯款業務）及其關係企業。
- 三、「繳款帳戶」係指立約人因使用京速 PAY 匯款服務而與貴行約定，作為專屬於立約人繳納各項匯款款項及費用與貴行退匯用之帳戶。
- 四、「收款方式」係指立約人使用京速 PAY 匯款服務時，與貴行約定供收款人收取匯款之方式，包括：
  - （一）「領現金」：係指立約人須提供匯款資訊(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立約人指定之收款人銀行帳戶。
- 五、「付款方式」係指立約人使用京速 PAY 匯款服務時，與貴行約定繳納匯款款項及費用之方式，包括：
  - （一）「銀行轉帳」：係指立約人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」：係指立約人須攜帶由京速 PAY 產出之繳款資訊(如：繳款帳號、應繳款金額等)，至貴行任一營業單位臨櫃繳納。

#### 1 Definition

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

- 1.1 “King’s Pay Remittance Services” refers to Western Union Remittance Services offered by the Bank with 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”), that Applicant can access from the Applicant's computer or mobile device through an Internet connection with the Bank, without visiting the Bank in person.
- 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.
- 1.3 “Payment Account”, also known as the “Fund-in Account”, refers to a designated account agreed and added by the Applicant to use exclusively as an account for the Applicant to pay any payment, fees as well as receiving refunds arising from the King’s Pay Remittance Services.
- 1.4 “Receiving Method” refers to the method agreed by the Applicant with the Bank as to how the Applicant would like the receiver to receive money arising from the King’s Pay Remittance Services.
  - 1.4.1 “Cash” refers to the Applicant 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.

- 1.4.2 "Bank Account" refers to the money transfer amount shall be deposited into the receiver's bank account.
- 1.5 "Paying Method" refers to the method agreed by the Applicant with the Bank as to how the Applicant would like to pay for the transaction arising from the King's Pay Remittance Services.
  - 1.5.1 "Bank Transfer" refers to the Applicant would pay through online banking transfer or ATM via the Payment Account.
  - 1.5.2 "Bank Branch" refers to the Applicant pays at any branches of the Bank with the payment information generated from the King's Pay website to complete the transaction.

## 第二條 京速 PAY 使用須知

- 一、 立約人使用京速 PAY 匯款服務，其交易限額悉依本服務平台公告辦理，**超越交易限額之匯款申請，貴行得不予受理，立約人並不得異議。**
- 二、 京速 PAY 匯款服務僅得以立約人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，貴行得不予辦理，立約人並不得異議。立約人與貴行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。
- 三、 立約人利用京速 PAY 匯款服務如涉及大陸地區之匯出匯款，立約人同意悉依主管機關規定辦理。
- 四、 立約人使用京速 PAY 匯款服務時，將由貴行之電腦系統自動檢核計算所有匯款所需費用，立約人並願依西聯公司之收費標準於進行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），一經立約人於本服務平台點選同意確認後，視同立約人同意該交易之費用收取。
- 五、 立約人經確認匯款資訊後，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。
- 六、 立約人應確保並應仔細檢核於本服務平台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，並符合立約人需求，貴行不另承擔認定或檢核之責。如立約人自行操作錯誤者，或填載之相關資訊有所錯誤或遺漏者，貴行應依「共通約定條款」第十一條協助處理外，因此致生立約人之損害或損失（包括但不限於款項誤匯他人或金額錯誤等），概由立約人自行負責，貴行不負轉正或追還之責，立約人並不得向貴行為任何請求或主張。
- 七、 如因主管機關之查核要求，立約人同意貴行得將京速 PAY 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。
- 八、 立約人明瞭並知悉京速 PAY 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，悉依貴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。

## 2 Notice of Use of King's Pay

- 2.1 King's Pay Remittance Services offers the Applicant to transfer money up to certain transaction amount, the transaction limits are subject to amount stated on the Service Platform. The Bank may deny the transaction if the transaction amount exceeds the transaction limits and the Applicant may not object thereto.
- 2.2 King's Pay Remittance Services may only transfer money to the beneficiary who has been appointed by the Applicant as frequent beneficiary. The Bank may deny the transaction if the beneficiary is not the appointed frequent beneficiary and the Applicant may not object thereto. The number of the frequent beneficiary appointed by an account shall be capped to 5 people. If the Applicant 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.
- 2.3 If the King's Pay Remittance Services applied by the Applicant involves the inward or outward remittance to Mainland area, the Applicant agrees to proceed with the remittance under the competent authority's regulations.
- 2.4 When the Applicant implements the King's Pay Remittance Services, the computer system of the Bank will automatically calculate all the fees for the remittance. The Applicant 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 Applicant clicks to agree the confirmation details on the Service Platform, it shall be deemed the Applicant agrees being charged with such fees.
- 2.5 Once the Applicant has confirmed the transaction details on the Service Platform, the Applicant 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.
- 2.6 The Applicant shall ensure and shall check that all the transaction information on the Service Platform (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 Applicant's needs. The Bank shall not be responsible for the confirmation or review of the information. If there is any operating mistake by the Applicant, or there are errors or omissions to the information filled in, which leads to the Applicant's damage or losses (including but not limited to remitting the money to wrong person or remitting wrong amount), unless otherwise stated under Article 11 of the "General Terms and Conditions" where the Bank shall provide assistance to the Applicant, the Applicant 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 Applicant. No claim or request shall be made by the Applicant against the Bank.
- 2.7 If it is required by the Bank's internal auditing need or the competent authority's investigation, the Applicant agrees that the Bank may disclose the information related to the King's Pay Remittance Services to said entities and said entities has the rights of audit and investigation.
- 2.8 The Applicant acknowledges and understands the content of the King's Pay 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 Applicant 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).

### 第三條 兌換匯率

京速 PAY 匯款服務金額一律以美元計價，並由貴行逕行兌換為等值新台幣金額收費，兌換匯率適用如下：

- 一、 美元兌台幣匯率：以貴行牌告「國際快捷匯款-USD」為準。貴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。
- 二、 美元兌其他貨幣匯率：以西聯公司之換算匯率為準。

#### 3 Foreign Exchange Rate

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

- 3.1 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.
- 3.2 Exchange rate from USD to other currencies: The rate shall be based on the Western Union's exchange rate.

### 第四條 外匯申報

立約人使用京速 PAY 匯款服務所載之匯款性質僅限於貴行提供之類別，如不符所載性質，則無法進行匯款服務。

#### 4 Foreign Exchange Declaration

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

### 第五條 繳款帳戶

- 一、 立約人得於京速 PAY 匯款服務中與貴行約定，以立約人本人於貴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立約人本人於他行開立之新台幣存款帳戶，作為專屬於立約人以繳納匯款服務之各項款項及費用與貴行退匯用之帳戶。
- 二、 立約人之繳款帳戶以約定三戶為限，如需變更，則應由立約人於本服務平台刪除原設定之繳款帳戶後再為新繳款帳戶之設定。於此變更未經檢核完成前，如立約人原設定之繳款帳戶有結清或暫停使用之情事時，則有無法使用京速 PAY 匯款服務等使用障礙風險，立約人明瞭並願自行承擔因此所生之不便利及一切可能之損失。
- 三、 立約人授權貴行於立約人每次申請匯款交易時，無須事先通知而得逕自立約人設定之繳款帳戶內扣立約人應付貴行之各項匯款、手續費、郵電費及其他應付款項。但有其他條款另行約定貴行應事先通知者，不在此限。

#### 5 Payment Account

- 5.1 The Applicant may reach agreement with the Bank through King's Pay Remittance Services and use its own NTD saving account opened at the Bank or other

Applicant's NTD saving account verified through the inter-bank financial information verification process network established by Financial Information Services of the Applicant's identity as the Payment Account exclusive for the Applicant to pay all related payments and fees and to receive refunds arising from the remittance services from King's Pay.

- 5.2 Because of the system and procedure of the Service Platform, the Applicant may only appoint three Payment Accounts. If the Applicant requires any replacement, the Applicant 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 King's Pay Remittance Services may not be used. The Applicant acknowledges and is willing to take the responsibility for the inconvenience and all the possible losses arising therefrom.
- 5.3 Based on the stipulations in the Agreement, the Applicant authorizes the Bank to collect all fees and charges from the Applicant's Payment Account directly for each application of remittance transaction without advance notification unless there is other stipulation requiring advance notice from the Bank.

#### 第六條 退匯及改匯

- 一、 除有由貴行或西聯公司主動退匯之情事外，如立約人須申請退匯或改匯，應於該筆匯款程序完成前，於本服務平台或臨櫃填具有關之匯款改匯/退匯申請書，並依貴行及西聯公司相關規定辦理。
- 二、 如立約人所辦理之匯款已經當地解款或收款銀行入帳者，視同貴行提供之京速 PAY 匯款服務已完成，恕貴行無法辦理立約人申請之一切退匯或改匯事項，立約人不得異議，並應自行承擔有關風險與責任。
- 三、 如立約人未設定繳款帳戶，僅得於臨櫃申請退匯。
- 四、 立約人同意貴行得將退匯款項扣除相關費用後，將剩餘款項依貴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貴行指定之立約人任一繳款帳戶或於臨櫃退還現金（依立約人申請方式而定），以作為退匯款項之交付，一經貴行轉出或支付，視同立約人已收受該等退匯款項。

#### 6 Refund and Change of Remittance

- 6.1 Unless the refund of remittance is initiated by the Bank or Western Union, if the Applicant needs to apply for refund or change of remittance, the Applicant shall fill out relevant application form for refund or change of remittance on the Service Platform before the completion of such remittance process and the Applicant shall comply with the Bank or Western Union's related regulations.
- 6.2 If the Applicant's remittance has been credited to the local beneficiary Bank, the King's Pay Remittance Services shall be deemed complete. The Bank may not proceed with any refund or change of remittance applied by the Applicant. The Applicant may not object hereto and shall take all the related risks and responsibilities by itself.
- 6.3 If the Applicant has not set up the Payment Account, he/she can only apply for a refund at the counter of the Bank in person.
- 6.4 The Applicant agrees that the Bank may deduct related fees from the refund and transfer the remaining in NTD with exchange rate based on the "International Express Remittance USD" listed by the Bank at the time of refund to the designated Payment Account or to be refunded at the counter of the Bank

(depending on the applied instruction by the Applicant) as the delivery of the refundable remittance. Once the refund payment has been transferred or paid to the Applicant, the refund process is considered accepted by the Applicant.

#### 第七條 交易核對

- 一、 立約人以京速 PAY 匯款服務完成交易後，貴行將以電子郵件方式寄送匯出證明至立約人留存之電子信箱，立約人並得經由本服務平台查詢交易明細，以此作為貴行提供予立約人之交易憑證或對帳依據。立約人同意貴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立約人收執。
- 二、 貴行於每筆交易指示處理完畢後，立約人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四十五日內，以本服務之客服電話或電子郵件主動通知貴行查明。
- 三、 貴行對於立約人依前項約定所為之通知，應即進行調查，並於通知到達貴行之日起三十日內，將調查之情形或結果以書面方式（包括但不限於以電子郵件或透過本服務平台通知）覆知立約人，立約人並得自行查詢確認。

#### 7 Transaction Verification

- 7.1 Upon complete of transaction, the Applicant can inquire the transaction details through the King's Global Pass Account as well receive transaction details certificate / statement sent out by the Bank to the Applicant's email address registered at the Service Platform. Based on the abovementioned, the Applicant agrees that the Bank shall not have to further provide or deliver any transaction certificate or statement of its remittance services.
- 7.2 Based on the preceding paragraph upon each transaction has been completed, the Applicant must verify and confirm if the transaction results and account transaction details are correct. If there is any incorrectness, the Applicant shall notify the Bank via the service line or email address listed on the Service Platform within 45 days of the complete of such remittance.
- 7.3 The Bank shall immediately conduct an investigation upon receiving the Applicant's report. The Bank shall inform the Applicant of the outcome of the investigation in writing (including but not limited to email or notice on the Service Platform) within 30 days after receiving the report. The Applicant may inquire and confirm by itself.