

**西班牙對外銀行**  
**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

**帳戶一般規定**

**General Rules For Accounts**

於相關法令允許之最大範圍內，本帳戶一般規定（及其相關附表合稱「帳戶條款」）適用於西班牙對外銀行目前或未來提供予客戶（以下稱「帳戶持有人」）之所有帳戶與其相關服務。To the greatest extent permitted by relevant laws and regulations, these General Rules For Accounts (collectively with any Schedule, "these Rules") shall apply to all accounts and related services now or subsequently provided by BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (the "Bank") to each of its customers (the "Account Holder").

**1. 條文解讀與名詞定義 Interpretation and Definitions**

1.1 於帳戶條款中：

In these Rules:

- (a) 「授權簽署人」係指於授權書所載明之人；  
"Authorised Signatory(ies)" means the person(s) specified as such in the Mandate;
- (b) 「營業日」係指台灣之銀行營業日，且如文意許可，係指銀行指定帳戶持有人可給予及銀行可接受交易指示之營業時間；  
"Business Day" means a day on which the Bank is open for banking business in Taiwan and, where the context permits, means in respect of any transaction, the business hours prescribed by the Bank from time to time when instructions for that transaction may be given to and accepted by the Bank;
- (c) 「台灣」係指中華民國；  
"Taiwan" means the Republic of China;
- (d) 「授權書」係指由帳戶持有人簽署及／或提供予銀行，以供開立與取得帳戶或相關服務之任何董事會會議紀錄，並應符合銀行要求之形式及內容；  
"Mandate" means any minutes of board of director meetings or other document in form and substance required by the Bank provided and/or signed by the Account Holder to the Bank for opening and operation of the relevant accounts or services;
- (e) 人包括自然人、公司、獨資、經營、合夥、信託或非法人之機構及其相關之繼任人及受讓人；且  
a person includes an individual, a company, sole proprietorship, partnership, trust or body unincorporate and its successors and assigns; and
- (f) 除另為規定外，以單數表示之字詞，包括複數含意，反之亦然；且任何性別表示之字詞，包括所有性別。  
unless the context otherwise requires, words importing the singular include the plural and vice versa and any gender includes all genders.

1.2 帳戶條款內容：

Any reference in these Rules to:

- (a) 所稱文件，包括其修訂、替換或增補之內容；

a document is a reference to that document as amended, replaced or supplemented;

(b) 所稱法令規定，包括其修訂或重新發布內容；  
a provision of law is a reference to that provision as amended or re-enacted; and

(c) 所稱條款或附表，包括帳戶條款之條款或附表；  
Clause or Schedule is a reference to a clause of or a schedule to these Rules.

1.3 條文標題僅為方便閱讀，並不影響帳戶條款之解釋。  
Clause headings are for convenience only and are to be ignored in construing these Rules.

1.4 若帳戶持有人包括合夥人、受託人或聯名帳戶持有人，則任何指稱帳戶持有人之文字，皆係指稱構成帳戶持有人之所有及任何個人。  
If the Account Holder consists of partners, trustees or joint account holders, any reference to the Account Holder is a reference to all and any of the persons constituting the Account Holder.

## 2. 帳戶持有人之指示 Account Holder's Instructions

2.1 任何由帳戶持有人或授權簽署人簽署、發出或外觀上可認為係由前述人簽署或給予(由銀行基於誠信原則決定)之任何指示，應皆屬有效且對帳戶持有人具拘束力。任何指示一經發出，即不得予以撤回或撤銷。

Any instruction signed or given or appears to be signed or given (as determined by the Bank in good faith) by or on behalf of the Account Holder or Authorised Signatory(ies) will be valid and binding on the Account Holder. Any instruction, once given, may not be rescinded or withdrawn.

2.2 銀行保留拒絕辦理任何指示之權利，且不需提供理由亦不負擔任何責任。  
The Bank reserves the right to refuse to act on any instructions without giving a reason and without liability.

2.3 所有向銀行發出之書面指示，皆須以符合授權書規定之方式簽署。但就帳戶持有人以其他方式給予或據稱給予之任何指示，若銀行自行決定辦理，則該等指示應為有效，並對帳戶持有人具拘束力，但若發生銀行或其員工、代理人或雇員之舞弊、故意行為或重大過失之情形，則不在此限。

All written instructions to the Bank must be signed in conformity with the Mandate. But, if the Bank in its discretion acts upon any instruction given or purported to be given by the Account Holder by other means, the instructions shall be valid and binding on the Account Holder, except in the case of fraud, wilful default or gross negligence of the Bank or any of its employees, agents or servants.

2.4 銀行得記錄其與帳戶持有人間之電話通話內容或其他通訊內容。銀行所保管之記錄應為電話通話內容或其他通訊內容之決定性證明。

The Bank may record all telephone conversations or other communications with the Account Holder. The recording kept by the Bank shall be conclusive evidence on the contents of the telephone conversations or communications.

## 3. 對帳單 Account Statement

3.1 銀行將按月或按約定之其他時間間隔，寄送對帳單予帳戶持有人。但若於相關期間內無交易活動或已提供帳戶交易之其他記錄者，則銀行得不寄送對帳單給帳戶持有人。  
The Bank will normally send account statements to the Account Holder monthly or at such other interval as may be arranged. However, if there is no transaction in the account during

the relevant period or if other records of account transactions are provided, the Bank may not send an account statement to the Account Holder.

- 3.2 若帳戶持有人未於相關對帳單之約定期間結束後 7 日內，收到對帳單，則其應立即以書面通知銀行，並要求取得副本乙份。除非帳戶持有人通知銀行，否則將視為帳戶持有人已收取銀行所寄發之對帳單。

If the Account Holder does not receive an account statement within 7 days after the end of the period to which the statement relates, it should immediately notify the Bank in writing and request for a copy of the same. Unless the Account Holder so notifies the Bank, the Account Holder will be deemed to have received such statement sent by the Bank.

- 3.3 帳戶持有人有義務檢查銀行寄發之所有對帳單，並檢查是否有任何錯誤或未經授權之交易。除非帳戶持有人於對帳單寄發日起算 90 日內，以書面告知銀行任何錯誤或未經授權之交易，否則應視為對帳單係屬確定性之證明，並對帳戶持有人具拘束力，且帳戶持有人不應就對帳單之資料提出異議。但銀行得自行決定調整任何被誤解或不正確之資料。

The Account Holder has a duty to examine all account statements sent by the Bank and to check whether there is any error or unauthorised transaction. Unless the Account Holder notifies the Bank in writing of any error or unauthorised transaction within 90 days of the delivery of the account statement, the statement shall be conclusive and binding on the Account Holder and the Account Holder shall not dispute the entries in the statement. But the Bank may at its discretion adjust any entries mistakenly or erroneously made.

- 3.4 上述第 3.3 條之任何規定，就下列任何未經授權之交易，皆不影響帳戶持有人所享有之權利：(i) 因任何第三方之偽造或詐欺，且因銀行就此並未履行合理注意義務而導致者；或 (ii) 因銀行或其員工、代理人或雇員之偽造、詐欺、違約或過失所造成者。

Nothing in Clause 3.3 shall affect the Account Holder's rights in respect of any unauthorised transaction (i) arising from forgery or fraud by any third party and in relation to which the Bank has failed to exercise reasonable care and skill or (ii) arising from forgery, fraud, default or negligence on the part of the Bank or any of its employees, agents, or servants.

#### 4. 最低餘額與幣別 Minimum Balances and Currencies

##### 4.1 銀行有權決定：

*The Bank is entitled to prescribe:*

- (a) 與帳戶開立、維持與結清有關之最低金額或餘額及利率（若有）；與 *minimum amounts or balances as well as interest rate (if any) in relation to the opening, operation and closing of accounts; and*
- (b) 外幣帳戶計價之幣別種類、付款方式及提款幣別。  
*the types of currencies in which a foreign currency account may be denominated, the method of payment and currency of withdrawal.*

#### 5. 管理費與費用 Fees and Charges

- 5.1 銀行得就任何帳戶或服務，收取管理費、佣金與費用。銀行就管理費與費用已備有詳細說明。

*The Bank may impose fees, commissions and charges in respect of any account or service. Details of the Bank's fee and charges are available.*

- 5.2 管理費與費用高低及其計算基礎之任何變動，將於變動生效前 60 日通知帳戶持有人。  
*Any change in the levels of fees and charges and the basis on which they are determined will be notified to the Account Holder 60 days before the change takes effect.*

## 6. 簽名與蓋章 Signature and Chop

- 6.1 帳戶持有人須遵照與銀行完成登記之簽名及／或印鑑（若有）之格式。帳戶持有人應就簽名、印鑑、地址或其他銀行登記資料之任何變動，提前向銀行發出書面通知。於實際收到前述通知前，銀行有權依當時保有之帳戶持有人之相關指示或資訊辦理。  
The Account Holder is requested to observe the same style of signature and/or seal (if applicable) as specimen registered at the Bank. The Account Holder must give prior written notice to the Bank in respect of any change of specimen signature, seal, address or other pertinent particulars recorded with the Bank. Prior to its actual receipt of such notice, the Bank shall be entitled to act on the basis of the relevant instruction or information of the Account holder then kept by the Bank.
- 6.2 儘管有任何違反授權書之情事，銀行不須負責於依據帳戶持有人指示或文件辦理前，驗證帳戶持有人之印鑑。  
Notwithstanding anything to the contrary in the Mandate, the Bank is not obliged to verify the chop of the Account Holder before acting on the instructions or documents of the Account Holder.

## 7. 足夠之資金 Sufficiency of Funds

- 7.1 帳戶持有人應確保於任何帳戶中保有足夠資金，以供提款或轉帳之用。  
The Account Holder shall ensure that there are sufficient funds in any account for every transaction of withdrawal or transfer.
- 7.2 除非事先與銀行約定，否則任何帳戶皆不得辦理透支。  
No account may be overdrawn except by prior arrangement with the Bank.
- 7.3 **若銀行自行決定依據帳戶持有人指示，於相關帳戶無足夠資金之情形下，辦理提款或轉帳，則帳戶持有人應於銀行要求時，返還透支或轉帳款項，並依據銀行就透支款項所規定之費率，加計手續費與利息。利率之詳細資料依要求提供。**  
***If the Bank at its discretion acts on a withdrawal or transfer instruction from the Account Holder without sufficient funds in the relevant account, the Account Holder shall repay to the Bank on demand the monies overdrawn or transferred together with handling charges and interest at the rate charged by the Bank for overdrafts. Details of the interest rate are posted at the Bank and are also available upon request.***

## 8. 責任限制 Limit of Liability

- 8.1 銀行就帳戶持有人因處理或執行任何帳戶交易或提供任何服務，而承受之任何損失或損害，不負擔任何責任，但若該等損失或損害，係因銀行或其員工、代理人或雇員之重大過失或故意行為所直接導致者，不在此限。  
The Bank shall not be liable in respect of any loss or damage suffered by the Account Holder due to the Bank's handling or dealing with any account(s) or provision of any service unless the loss or damage is a direct consequence of gross negligence or wilful misconduct of the Bank or any of its employees, agents or servants.
- 8.2 尤其，銀行不就帳戶持有人因下列原因而承受之任何損失或損害負擔任何責任：  
In particular, the Bank shall not be liable for any loss or damages suffered by the Account Holder as a result of:
- (a) 帳戶持有人未能遵照帳戶條款或授權書之規定或於處理帳戶或相關服務事宜時未盡適當注意；  
the failure of the Account Holder to comply with these Rules or the Mandate or to exercise due care in his dealings in connection with the account(s) or service;

- (b) 銀行依未經授權指示辦理（但以銀行係基於誠信原則辦理，且無故意行為或重大過失者為限）；  
the Bank acting on any unauthorised instruction (provided that the Bank acts in good faith without wilful default or gross negligence);
- (c) 誤解或錯誤解讀任何指示，不論係透過電話、電子方式或其他之方式給予（但以銀行係基於誠信原則辦理，且無故意行為或重大過失者為限）；  
the misunderstanding or misinterpretation of any instruction whether given via telephone, electronic means or otherwise (provided that the Bank acts in good faith without wilful default or gross negligence);
- (d) 銀行未能履行任何義務、提供任何服務、採取任何行動，而此等情形係直接或間接因非銀行所能合理控制之情形或事件所導致者；或  
any failure of the Bank to perform any obligation or service or take any action where such failure is attributable directly or indirectly to any circumstances or event beyond the reasonable control of the Bank; or
- (e) 任何設備、系統或設施之異常、暫停、中斷或故障。  
any malfunction, suspension, interruption or failure of any equipment, system or facilities.

## 9. 賠償 Indemnity

- 9.1 帳戶持有人應於銀行要求時，就銀行因任何帳戶、所提供之服務及／或銀行依帳戶條款及／或授權書規定所行使權利及銀行就相關事宜所提起或遭提起之所有法律行動、訴訟、索償程序、求償及要求所合理發生之損失、損害、義務、債務、成本與費用賠償予銀行。  
The Account Holder shall indemnify the Bank on demand against all losses, damages, payments, liabilities, costs and expenses of any kind reasonably incurred by the Bank and all actions, suits, proceedings, claims and demands which may be taken by or against the Bank in connection with any account(s), any services provided by the Bank and/or the exercise of powers and rights of the Bank under these Rules and/or the Mandates.

## 10. 存款、提款與轉帳 Deposits, Withdrawals and Transfer

- 10.1 銀行得隨時於未發出通知且不需負擔責任之情形下，自行決定拒絕任何存款、限制可存款金額或退回全部或部分存款，但不包括尚未到期之定期存款。  
The Bank may at any time without notice without liability and at its discretion refuse any deposit, limit the amount which may be deposited, or return all or any part of any deposit other than unmatured time deposits.
- 10.2 於銀行取得相關可立即運用之資金或相關終局付款之驗證通知前，除非銀行另行同意，帳戶持有人不得就其存入未經結算之票據、匯票或支票（不論是否為完成託收而向銀行提示或寄送）提取款項。  
Unless otherwise agreed by the Bank, the Account Holder may not draw against uncleared bills, drafts or cheques (whether drawn on the Bank or sent for collection) paid in by the Account Holder until the relevant proceeds or authenticated advice of final payment have been duly received by the Bank in immediately available funds.
- 10.3 存入支票之目的以託收為限，且除非票據業經結算，否則帳戶持有人不得提取相關款項。  
Deposit by cheque is accepted for collection only and the proceeds will not be available to the Account Holder until the cheque is cleared.

10.4 以非帳戶持有人為受款人所開立之支票，應由該受款人背書，且銀行得自行決定是否接受此等支票之託收。  
Cheques drawn payable to the order of a party other than the Account Holder must be endorsed by such party and such cheques will be accepted for collection only at the sole discretion of the Bank.

10.5 銀行得接受以下列方式所提出之提款要求：  
The Bank may satisfy a withdrawal request by:

- (a) 電匯；  
telegraphic transfer;
- (b) 以銀行票據付款；  
payment in bank notes;
- (c) 簽發本票或票匯；或  
issuing a cashier's order or demand draft; or
- (d) 若由銀行就外幣帳戶所開立之支票，於該幣別發行國銀行進行提款、以該幣別付款，且符合該幣別發行國之法令及任何政府措施或限制規定者或付款時依銀行適用之買入匯率計算之等值新台幣付款者；  
in the case of a withdrawal from a foreign currency account issuing a cheque drawn by the Bank on a bank in the country of that currency, payable in that currency, subject to the laws and regulations and to any government measures or restrictions of that country; or payment of an equivalent amount in New Taiwan Dollar (TWD) calculated at the Bank's buying rate prevailing at the time of payment;

*且依據上述任何方法提款，可能需支付銀行相關之手續費。*

*and withdrawal by any of the methods above may be subject to the Bank's prevailing handling charges.*

10.6 若帳戶持有人擬就活期存款帳戶以外之其他帳戶，提領超過銀行所規定之上限金額時，則帳戶持有人應依銀行規定之期間，提前通知銀行。

If the Account Holder intends to make a withdrawal from an account other than a demand deposit account in excess of the limit from time to time prescribed by the Bank, the Account Holder shall give to the Bank the prior notice of such period specified by the Bank from time to time.

10.7 就帳戶持有為人之各帳戶之間所進行的任何資金移轉交易（無論係透過電子方式或其他方式為之），可能會在交易當日或次一營業日進行處理。若此等轉帳涉及轉換幣別時，銀行得依轉帳時適用之匯率進行轉換。

Transactions involving any transfer of fund between accounts of the Account Holder (whether by electronic means or not) on any day may be processed on the date of the transaction or on next Business Day. If such transfer requires conversion of currency, the Bank may effect the conversion at its prevailing exchange rate at the time of transfer.

## **11. 尚未收到之託收款項 Uncollected Funds**

11.1 若銀行允許帳戶持有人就待收取款項或待轉帳款項進行提款，則帳戶持有人應就下列情形，依銀行要求補足所提取之全額款項：

If the Bank permits the Account Holder to draw against items to be collected or funds to be transferred, the Account Holder shall on demand reimburse the Bank in full the amount drawn:

- (a) 若銀行於預定時間，尚未收到其託收之全額款項；  
if the Bank does not receive the funds in full at the time when it ought to have received them;
- (b) 若此等項目之託收或資金之轉帳，導致任何帳戶持有人帳戶發生透支之情形；  
或  
if the collection of such items or the transfer of such funds results in any of the Account Holder's accounts being overdrawn; or
- (c) 若於銀行接受轉帳後，按照正常銀行實務，無法收取款項或無法自由運用款項；此外，若銀行以帳戶持有人名義，接受任何待收取項目或待轉帳款項，以代替履行帳戶持有人之現金交割義務時，則應於銀行取得待收取項目或待轉帳款項之立即可使用款額全額時，方屬生效。  
if, after the Bank has accepted the transfer, it is prevented from collecting or freely dealing with the funds in accordance with usual banking practice. Further, if the Bank accepts any items to be collected or funds to be transferred in favour of the Account Holder in lieu of cash settlement of its obligation, such settlement shall be conditional upon receipt by the Bank of full payment of such item or funds in immediately available funds.

11.2 尚未收到之託收款項，將不計利息。  
No interest will accrue on uncollected funds.

## 12. 外幣帳戶 Foreign Currency Accounts

於不損及外幣帳戶適用之帳戶條款之情形下，所有存入外幣帳戶或自任何外幣帳戶提出之款項，皆應以銀行可接受之幣別進行之，且於需進行幣別轉換時，應按存款或提款時，銀行所報之適用匯率進行轉換。

Without prejudice to any other provisions of these Rules which are applicable to foreign currency accounts, all deposits into and withdrawals from any foreign currency accounts must be in currencies acceptable to the Bank and, where the conversion of currencies is required, such conversion is subject to the prevailing rate of exchange quoted by the Bank at the time of the deposit or withdrawal.

## 13. 匯款服務 Remittance Services

13.1 帳戶持有人應完全負責提供與收款人相關之正確資訊予銀行，以供進行轉帳匯出作業。帳戶持有人確認銀行於提供轉帳匯出服務時，僅係作為帳戶持有人之代理人，且無法掌握收款人之實際作業及其所收取之服務費用。就該等轉帳匯出款項，收款人可運用之時間，將視收款人所在地、當地通訊系統及銀行實務作業而定。

The Account Holder is solely responsible for providing accurate information regarding the receiving party to the Bank for making out-going fund transfer. The Account Holder acknowledges that the Bank is acting solely as the Account Holder's agent when providing out-going fund transfer and has no control over the operations of and any service charge imposed by the receiving end. The time of availability of funds at the receiving end of an out-going fund transfer is subject to the location, local telecommunication system and the banking practices of the receiving party.

13.2 銀行得運用清楚語言、代碼或密碼，寄送轉帳匯出之相關訊息。進行任何轉帳匯出時，所可能發生之任何損失、延遲、錯誤、誤解、疏漏或毀損之風險，均由帳戶持有人自行承擔。但銀行將於無法進行時，立即通知帳戶持有人。  
The Bank may send messages relating to outgoing transfers by using explicit language, code or cipher. The Account Holder accepts the risk for any loss, delay, error, misinterpretation,

omission or mutilation which may occur in the transmission of any out-going fund transfer. The Bank will, however, promptly notify the Account Holder if an out-going fund transfer could not be effected.

- 13.3 於進行任何轉帳匯出作業時，銀行依其作業要求保留透過任何通匯行／代理行／中介行進行相關轉帳作業之權利，但銀行並不就任何通匯行／代理行／中介行之任何錯誤、過失或違約負擔責任，但若除係因銀行於選取通匯行／代理行／中介行時之故意行為或重大過失所導致者，則不在此限。

In making an out-going fund transfer, the Bank reserves the right to effect such transfer through any correspondent/agent/intermediary as it may from time to time determine in accordance with its operational requirements, but the Bank shall not be liable for any errors, neglects or defaults of any correspondent/agent/intermediary, except there is wilful default or gross negligence of the Bank in the selection of such correspondent/agent/intermediary.

- 13.4 若於轉帳匯出時，須進行匯率轉換，則此等轉換作業，將依銀行當時有效之適用匯率進行之。除銀行與帳戶持有人間另有約定外，**銀行或其通匯行／代理行／中介行所發生之費用與開支，將自匯出款項中扣除之。**

Where conversion of currencies is required for making an out-going transfer, such conversion is subject to the then prevailing rate of exchange of the Bank. Unless otherwise agreed between the Bank and the Account Holder, **charges and expenses incurred by the Bank or the correspondents/agents/intermediaries of the Bank will be deducted from the funds remitted.**

- 13.5 若銀行決定依帳戶持有人指示，就尚未收到之託收款項或非以立即可用資金提供之款項，辦理轉帳匯出作業，則於銀行並未取得或收取此等款項時，帳戶持有人應依銀行要求，就銀行所認定等於轉帳款項之金額加計相關資金成本與費用，支付予銀行。If the Bank at its sole discretion makes an outgoing transfer pursuant to the Account Holder's instructions against uncollected funds or funds which are not immediately available, the Account Holder shall, on demand, reimburse the Bank by an amount certified by the Bank as equal to the amount so transferred, together with all funding costs and expenses, if the Bank does not at any time collect or receive such funds.

- 13.6 任何取消或修改轉帳匯出作業之請求，均應由帳戶持有人親自持適當身分證明文件辦理。於銀行自其通匯行收取有效之撤銷付款通知後，銀行得將款項退還予帳戶持有人，但於辦理過程中所收取之手續費與佣金將不予退還。若款項業已轉換為另一幣別，則任何應退還款項，將由銀行按退款日買入匯率計算，並減去銀行及其通匯行或代理行所發生之任何費用。

Any request for cancellation or amendment of an outgoing transfer has to be made by the Account Holder in person upon production of proper identity documents. A refund may only be made by the Bank to the Account Holder if and after the Bank has received notice of effective cancellation of the payment of the funds from its correspondent. All cable charges and commission collected are not refundable. In the case of funds already converted, any refund will be calculated at the Bank's buying rate on the day the refund is made less any charges incurred by the Bank and its correspondent or agent.

- 13.7 以帳戶持有人為受款人之匯入匯款（不論以任何幣別計價），若其付款通知係於銀行規定之受理截止時點後所收取或若付款通知所載生效日晚於銀行收取付款通知之日者，則該等款項將不會在銀行收取付款通知之日，計入帳戶持有人帳戶。該等款項於實際計入帳戶持有人之付息帳戶前，不予計息。

Incoming remittances (denominated in any currency) in favour of the Account Holder will not be credited into the Account Holder's account on the day a payment advice is received by the Bank if that payment advice is received after the cut-off time specified by the Bank from time to time or the value date specified in that payment advice is later than the day that



payment advice is received by the Bank. No interest will be payable on such incoming remittances until they are actually credited into an interest bearing account of the Account Holder.

13.8 需進行任何幣別轉換之匯入匯款，應以銀行當時有效之買入匯率計算。  
In relation to an incoming remittance requiring any currency conversion, the Bank's then prevailing buying rate will apply.

13.9 於銀行完成匯出匯款轉帳或收取匯入匯款後，銀行將通知帳戶持有人。若有任何錯誤，帳戶持有人應立即通知銀行。  
An advice will be sent to the Account Holder after each out-going fund transfer or incoming remittance is made or received by the Bank. The Account Holder should promptly notify the Bank of any errors.

#### 14. 外匯合約、選擇權等 Foreign Exchange Contract, Option, etc.

14.1 帳戶持有人與銀行所簽署之任何外匯、選擇權、期貨、交換、或其他結構型或衍生性商品合約（以下稱「金融商品」），將按銀行自行決定之費率報價。  
Any foreign exchange, options, futures, swaps or other structured or derivatives products ("Treasury Products") contract entered into between the Account Holder and the Bank will be at the rate(s) quoted by the Bank at its absolute discretion.

14.2 銀行發出之相關確認書或文件所包括或引用之規定，應適用於帳戶持有人與銀行所簽署之所有金融商品合約。  
The terms included or referred to in the relevant confirmation or document issued by the Bank shall apply to all Treasury Products contracts between the Account Holder and the Bank.

14.3 帳戶持有人保證，將自行判斷及自行承擔風險之前提下，與銀行簽署任何金融商品合約。  
The Account Holder warrants that it will enter into any Treasury Products contract with the Bank solely in reliance upon its own judgment and at its own risk.

14.4 若銀行認定帳戶持有人按當時適用之依市價評估方式計算，已就相關交易承受損失，則帳戶持有人應依銀行要求，支付款項或提供擔保品，以彌補相關損失。  
If the Bank determines that the Account Holder has incurred a loss under any such contracts by the then prevailing mark-to-market calculation, the Account Holder shall forthwith pay such sum or deliver such collaterals as required by the Bank to cover such loss.

14.5 於發生下列情形時，銀行有權結清及／或終止帳戶持有人任何或全部尚未結算之金融商品：  
The Bank has the right to close out and/or terminate any or all outstanding Treasury Products contracts of the Account Holder if:

(a) 帳戶持有人未能履行金融商品契約之任何條款或違約未支付任何積欠銀行之款項；  
the Account Holder fails to perform any term of the Treasury Product contracts or defaults in payment of any sum owing to the Bank;

(b) 帳戶持有人無力償債、停止支付任何到期債務或進行任何破產或聲請結束營業聲請；或  
the Account Holder shall become insolvent or generally suspended payment of any debt when due or subject to any bankruptcy or winding-up petition; or

(c) 銀行認為依相關契約所持有部位已經或持續發生任何可能造成負面影響之情形。

any circumstances have arisen or continued which, in the Bank's opinion, might adversely affect the Bank's position under the relevant contracts.

於金融商品契約完成或終止時，帳戶持有人應就該等契約所產生之任何損失，償付予銀行。此等損失應由銀行（基於誠信）按替換該等完成或終止契約所需之市價決定，且對帳戶持有人為終局之證明並對帳戶持有人具拘束力。

Upon closing-out or termination of the Treasury Products contracts, the Account Holder shall pay to the Bank any loss incurred under those contracts. Such loss shall be determined by the Bank (acting in good faith) based on the replacement market value of the contracts so closed-out or terminated, which determination shall be binding and conclusive on the Account Holder.

## 15. 利息 Interest

15.1 適用於存款之任何利率，皆應受銀行發出之合約或其他文件或相關法令及規則所規範。銀行得於其認定為適當或必要時調整利率，調整該等利率，且銀行將依相關法令規定，就帳戶持有人帳戶之存款所產生之利息扣繳稅款。若屬聯名帳戶，則銀行將依帳戶持有人資訊登載應負擔稅賦之人，扣繳帳戶持有人帳戶存款利息之相關稅款。

*Any interest rate applicable to each deposit shall be as specified in an agreement or other documentation issued by the Bank or in accordance with applicable laws, regulations or rules. In the event that the Bank determines an adjustment of the interest rate is necessary or appropriate, the Bank may adjust such rate. The Bank will, in the light of applicable law, withhold tax payment on the interest income arising from the deposits in the Account Holder's Account(s). In the event of a joint account, the Bank will withhold the tax payment on any interest income arising from the deposit of the Account Holder under the name of the person who is indicated in the Account Holder Information as the taxpayer.*

15.2 附息帳戶之利息將按存款餘額依適用利率（若有）計息，並於銀行決定之時間計入帳戶中。利率資料將應帳戶持有人要求提供。

*Interest on interest-bearing accounts will accrue on the daily balance of the deposit at such rates (if any) and will be credited to the account at such times as the Bank may from time to time determine. These rates will be available.*

15.3 若帳戶餘額低於銀行決定之最低餘額時，銀行得決定不就該等帳戶計息。

*No interest may be earned on such account as determined by the Bank if the credit balance in that account is less than the minimum amount specified by the Bank from time to time.*

## 16. 帳戶扣款 Debit of Accounts

銀行得自帳戶持有人之任何帳戶扣取款項，以收取帳戶持有人積欠銀行之任何款項。

*The Bank may debit any account(s) of the Account Holder for any amount owing by the Account Holder to the Bank.*

## 17. 帳戶關閉 Closure of Accounts

17.1 銀行得依其所知悉帳戶持有人之最新地址，發出合理書面通知後，關閉帳戶持有人之任何帳戶。

*The Bank may close any account of the Account Holder by giving reasonable notice in writing to the Account Holder at its address last known to the Bank.*

17.2 於發生下列任何情形時，銀行得立即關閉帳戶持有人任何帳戶，且不須事前通知：  
*The Bank may close any account of the Account Holder immediately without prior notice to the Account Holder if:*

- (a) 帳戶餘額歸零；  
*the account balance falls to zero;*
- (b) 帳戶靜止未使用之狀態已達銀行所決定之期間；  
*the account has been inactive for such period as the Bank may determine;*
- (c) 帳戶持有人任何違反或疏未遵守帳戶條款所訂之義務，且經銀行認定係屬帳戶持有人重大違約之情形；或  
*the Account Holder shall commit any breach of or omit to observe any obligations under these Rules which, in the opinion of the Bank, amounts to a material default on the part of the Account Holder; or*
- (d) 銀行認為該等帳戶遭違法或依不當目的使用者。  
*the Bank is of the opinion that the account is being used for illegal or improper purpose.*

17.3 於銀行發出關閉帳戶通知予帳戶持有人後，帳戶持有人得向銀行收取帳戶餘額款項(扣除所有手續費)。否則，銀行得將餘額(扣除所有手續費)轉入銀行未領取款項帳戶待帳戶持有人領取或由銀行決定將該等款項以支票、本票或匯票，寄送至銀行所知悉帳戶持有人之最新地址。

*Upon notice of closure being sent to the Account Holder, the Account Holder may collect the balance (less all charges) from the Bank. Otherwise, the Bank may transfer the balance (less all charges) to the Bank's unclaimed balance account for collection by the Account Holder or remit the same to the Account Holder's address last known to the Bank by cheque, cashier order or draft as the Bank may determine.*

17.4 於完成上述帳戶關閉作業後，銀行即免除任何義務，且就此等帳戶關閉事宜所導致或發生之任何及所有後果，均應由帳戶持有人負擔責任。

*Upon completion of the closure of account mentioned above, the Bank shall be released from any further obligations and the Account Holder shall be responsible for any and all consequences resulting or arising from such closure.*

## 18. 帳戶停用 Suspending Operation of Accounts

18.1 於發生下列情形時，銀行得隨時依其決定之期間內，停止帳戶持有人對帳戶之使用，且不須通知帳戶持有人：

*The Bank may at any time without notice to the Account Holder suspend the operation of any account for such period as the Bank may determine where:*

- (a) 帳戶出現不當使用之情形；  
*there appears to be irregularity in the operation of the account,*
- (b) 所收到與帳戶相關之指示出現互相衝突之情形；  
*conflicting instructions are received in relation to the account,*
- (c) 銀行收到任何第三人與帳戶資金相關之求償；  
*the Bank has received claims from any third party in relation to the funds in the account,*

- (d) 帳戶持有人通過任何與破產、清算或無力償債相關之任何決議或有遭他人聲請破產、清算或無力償還之情形；或  
*the Account Holder passes any resolution or is subject to any petition, order or other proceedings in connection with bankruptcy, liquidation or insolvency, or*
- (e) 若帳戶持有人為個人，則當帳戶持有人死亡或陷入無行為能力。  
*if the Account Holder is individual, when the Account Holder dies or mentally incapacitated.*

18.2 銀行就任何帳戶停用之作為或不作為，皆不須對帳戶持有人負擔任何責任。  
*The Bank shall not be liable to the Account Holder for any action taken or not taken by it with respect to any suspended accounts.*

## 19. 文件保管 Retention of Documents

於相關法令允許之範圍內，銀行並無義務保管任何與帳戶相關之支票、匯票或其他文件。經安排此等文件儲存於由銀行任何認定適當之媒體後，銀行得銷毀所有與任何帳戶有關之所有文件。

To the extent as permitted by applicable laws, regulations or rules, the Bank has no obligation to retain any cheques, drafts or other documents relating to any account. The Bank may destroy all documents relating to any account once the Bank has arranged for these documents to be recorded in any medium as the Bank considers appropriate.

## 20. 債權證明 (Evidence of Indebtedness)

銀行就被積欠款項所簽署之任何聲明，除有明顯錯誤外，應為對抗帳戶持有人之決定性證明。

Any statement signed by the Bank as to the amount at any time owing to the Bank shall, save for manifest error, be conclusive evidence against the Account Holder.

## 21. 抵銷與留置權 Set-Off and Lien

21.1 銀行得隨時加總或合併帳戶持有人於銀行所開立之所有帳戶，並運用帳戶持有人有權取得之帳戶餘額，以清償積欠銀行之任何債務（不論是否到期、實際發生、未來發生、可能發生、未裁定或未確定），亦不論付款幣別、付款地點或代表銀行辦理上述事宜之營業單位為何。

*The Bank may, at any time, combine or consolidate all the Account Holder's accounts with the Bank and apply any credit balance to which the Account Holder is entitled in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by the Account Holder to the Bank, regardless of the currency, the place of payment or the office through which the Bank is acting.*

21.2 若帳戶持有人持有聯名帳戶，則銀行得抵銷或移轉該等帳戶之款項，以清償聯名帳戶中另一人或數人對銀行之債務。

*If the Account Holder has a joint account, the Bank may set off or transfer amounts in that account to satisfy liabilities of the other party or parties to the joint account.*

21.3 銀行被授權得按其認定適用之匯率購入其他幣別，以達成清償帳戶持有人積欠銀行債務之目的。若幣別轉換後之金額少於待清償債務時，則帳戶持有人仍應負責支付任何短少之部分。

*For this purpose, the Bank is authorised to purchase, at the Bank's prevailing rate of exchange, such other currencies as may be necessary to effect such application with the monies standing to the credit of such accounts. The Account Holder shall be liable for any shortfall if the converted currency is less than the outstanding liability.*

- 21.4 若帳戶持有人對銀行所應負擔之任何義務或應支付之任何債務尚未清償或未確定，則銀行得就依誠信原則所估計之債務款項進行抵銷。  
*If any of the Account Holder's obligations and liabilities owed to the Bank is unliquidated or unascertained, the Bank may set off amount estimated by it in good faith to be the amount of that obligation.*
- 21.5 銀行就保管或任何其他原因而持有或控制之帳戶持有人資產，擁有留置權，且不論是否於正常銀行業務過程中所持有或控制，銀行有權出售此等資產，以清償帳戶持有人對銀行應負擔之任何義務或應支付之任何債務。  
*The Bank has a lien over all properties of the Account Holder coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such properties to satisfy the Account Holder's obligations and liabilities owed to the Bank.*
- 21.6 銀行應儘快將依本條規定行使任何權利之情形，通知帳戶持有人。  
*The Bank shall as soon as practicable give notice to the Account Holder of any exercise of its rights under this Clause.*

## 22. 通知 Notices

- 22.1 所有銀行發給帳戶持有人之通知或其他往來聯繫資料，皆應以書面為之，且除另有約定外，得以信件、傳真或電子郵件為之。於下列情形，應視為銀行已發出通知並經適當收取：  
All notices or other communications from the Bank to the Account Holder must be given in writing and unless otherwise stated, may be made by letter, facsimile or e-mail. Any such notice shall be considered to have been delivered and duly received as follows:
- (a) 若係透過專人送達或預付郵資方式寄送，則以寄送地址係於台灣或海外分別以寄送後之二或七個營業日，視為銀行已適當地發出通知；且  
if by letter, when delivered personally or when sent by prepaid post, two or seven Business Days following that on which it was so posted to an address in Taiwan or overseas respectively; and
  - (b) 若係透過傳真或電子郵件之方式寄送，則於收取傳真號碼或電子郵件地址之報告確認通知已成功寄送後，視為銀行已適當地發出通知。  
if by facsimile or e-mail, when confirmed by an activity report confirming the facsimile number or e-mail address to which such notice was successfully sent.
- 22.2 帳戶持有人依帳戶條款規定收取所有通知之地址、傳真號碼或電子郵件地址為：  
The address, facsimile number or e-mail address of the Account Holder for all notices under these Rules are:
- (a) 授權書所列資料；或  
those set out in the Mandate; or
  - (b) 帳戶持有人應至少於五個營業日前，通知銀行之任何其他地址，或銀行所知悉之最新地址。  
any other notified by the Account Holder for this purpose to the Bank by not less than five Business Days' notice or last known to the Bank.
- 22.3 發給銀行之任何通知或其他往來聯繫資料，皆須以書面做成，由帳戶持有人或授權簽署人簽署，並寄送至相關帳戶開戶銀行經理，且於銀行實際收取時，視為已由銀行適當收取。

Any notice or other communication given to the Bank must be given in writing duly signed by the Account Holder or the Authorised Signatory(ies) and addressed to the manager of the Bank at which the relevant account is maintained and shall be deemed to have been delivered and duly received by the Bank when it is actually received by the Bank.

22.4 銀行就任何帳戶、服務或手續費，所發出之通知或公告，於下列情形，視為已適當給予並發生效力，且對帳戶持有人具拘束力：

All notices or announcements by the Bank in connection with any of the accounts, services or charges shall also be deemed duly given or made and effective and binding on the Account Holder if the Bank has:-

- (a) 銀行於其分行張貼通知或公告；或  
displayed the notice or announcement at the Bank's branches; or
- (b) 銀行於台灣發行之日報，刊登通知或公告；或  
advertised the notice or announcement in a daily newspaper circulating in Taiwan;  
or
- (c) 銀行以普通郵件寄送通知或公告，至其所知悉之帳戶持有人最新地址。  
sent the notice or announcement by ordinary mail to the last known address of the Account Holder.

22.5 所有與本約定書相關之通知或其他往來聯繫資料，將於帳戶持有人自負風險之前提下寄送。銀行不對傳送或以郵件寄送、傳真或其他電子書面之通訊方式下所產生之任何不正確、中斷、錯誤或延遲或完全失誤情況負擔任何責任，但若係因銀行之重大過失或故意行為所致者，不在此限。

All notices or other communications in connection with the accounts or services of the Account Holder are to be sent at the Account Holder's risk. The Bank does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, facsimile or other written form of electronic communication, except in the case of wilful default or gross negligence of the Bank.

22.6 若全體帳戶持有人為兩人以上，則銀行發出給帳戶持有人中任一人之任何通知或其他往來聯繫資料，視為已適當給予全體帳戶持有人。

If the Account Holder consists of two or more persons, any notice or other communication given to the Account Holder by the Bank shall be deemed to be duly given to the Account Holder if the notice or other communication has been given to any one of such persons.

### 23. 資訊 Information

23.1 若帳戶持有人係屬個人或係由個人所組成，則帳戶持有人提供予銀行之任何個人資料（如相關法令或規則所定義），將依銀行於對帳單、公告及由銀行提供予帳戶持有人之帳戶條款、條件或通知之個人資料使用與揭露政策規定辦理。

*If the Account Holder is an individual or consists of individuals, any personal data (as defined in applicable laws, regulations or rules) which the Account Holder provides to the Bank shall be treated in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and which is incorporated in these Rules by reference.*

23.2 帳戶持有人同意為達成依相關登記或公司章程載明之營業活動之特定目的，並於法令許可之範圍內：

*The Account Holder hereby gives its consent to the Bank, in accordance with specific purposes such as requirements arising from its registered business activities or the*

*business activities specified in its articles of incorporation if any and to the extent permitted by the applicable laws and regulations:*

- (a) *就帳戶持有人提供予銀行或銀行因其他原因所知悉之帳戶持有人帳戶及與銀行業務往來相關之所有資訊（包括個人資料、帳戶餘額及所提供之擔保品），銀行得隨時進行蒐集、電腦化處理、於國際間傳送、利用、揭露與移轉予下列各人：*

*to collect, computerize, transmit internationally, utilize, disclose and transfer from time to time all information in connection with the Account Holder's accounts and business with the Bank (including credit balances and security given) provided to the Bank by the Account Holder or otherwise known to the Bank (including personal data) to:*

- (i) *聯合徵信中心，以依據其公司章程所載之營運活動規定進行電腦化處理及利用；*  
*the Joint Credit Information Center for computerization and utilization according to the specific purpose of the business activities specified in its articles of incorporation;*
- (ii) *銀行之任何辦事處、分行、關係企業、聯屬公司、總公司、控股公司或該等總公司或控股公司之任何子公司或聯屬公司；*  
*any of the Bank's offices, branches, related companies or associates or its head office or holding company or any subsidiary or associated company of that head office or holding company;*
- (iii) *就銀行營業相關事宜，提供服務予銀行之任何代理人、外包廠商或其他服務供應商；*  
*any agent, contractor or third party service provider (each, a "Service Provider") which provide services of any kind to the Bank in connection with the operation of its business;*
- (iv) *就帳戶持有人帳戶銀行所擁有權利之任何實際或預計之參與人、次參與人、受讓人或承受債務人；或*  
*any actual or proposed participant or sub-participant in, or assignee or novatee of the Bank's rights in relation to the Customer's accounts; or*
- (v) *任何帳戶持有人目前、未來擬進行業務往來之金融機構，以完成對帳戶持有人所進行之徵信工作。*  
*any financial institutions with which the Customer has or proposes to have dealings to enable credit checks to be conducted on the Customer.*

*帳戶持有人同意於法令、法庭命令或政府或法令主管機關要求或許可之情況下，銀行、其關係企業或聯屬公司或任何服務服務供應商，得揭露帳戶持有人之任何資訊。*

*The Account Holder further consents to the disclosure of any of its information by the Bank or any of its related or associated companies or any Service Provider if required or permitted to do so by any law, regulation, court order or any government or regulatory authority in any jurisdiction.*

- (b) *就提供帳戶持有人貸款或授信之相關事宜，揭露下列資訊／文件予擔保人：*  
*to provide the following information/documents to any provider(s) of security in respect of any loan or banking facilities extended to the Customer:*

- (i) *一份證明債務將受保證或擔保之契約副本或其摘要；*

*a copy of the contract evidencing the obligations to be guaranteed or secured or a summary thereof;*

(ii) *若帳戶持有人未於接獲銀行通知後償還積欠本行之款項，則銀行得提供逾期催繳正式通知之副本；及*

*a copy of any formal demand for overdue payment which may be sent to the Customer after it has failed to settle an overdue amount following a customary reminder; and*

(iii) *隨時依帳戶持有人或供擔保人之要求，提供最近期之銀行對帳單或授信資料之副本。*

*from time to time on request of the Customer or provider of security, a copy of the latest statement of account or banking facilities provided to the Customer.*

23.3 *帳戶持有人同意銀行得於帳戶持有人透過銀行進行外匯匯款時，依據相關法令或規則之規定，以國際傳送方式將帳戶持有人之個人資料傳送給受款人或相關經手銀行。*

*Where the Account Holder makes a foreign remittance through the Bank, the Account Holder agrees that the Bank may make international transmission of the personal data of the Account Holder to the payee or the relevant handling bank according to applicable laws, regulations, or rules.*

23.4 *若帳戶持有人請求銀行停止電腦處理及利用或刪除其個人資料時，除法令另有規定外，銀行應立即將該請求以書面或其他媒體報送聯合徵信中心，銀行於收受該通知後，應依帳戶持有人之請求停止電腦處理及利用或刪除其個人資料。如果帳戶持有人此等請求將對銀行營運造成不便時，銀行得經書面通知帳戶持有人並終止其帳戶之使用。*

*In case the Account Holder requests the Bank to stop computerizing and utilizing its personal data or to delete the same, the Bank shall, unless otherwise provided by the relevant laws and decrees, transmit such request to the Joint Credit Information Center in writing or through other media. After receiving the aforesaid notice, the Bank shall stop computerizing and utilizing the disputed information or delete the same according to the request of the Account Holder and make a record of the date. If the Account Holder's such request will cause inconvenience to the Bank's operation, the Bank may close the Account Holder's account after giving a written notice to the Account Holder.*

23.5 *帳戶持有人得向銀行查詢建檔內容及（或）聯合徵信中心所提供有關帳戶持有人之資料。帳戶持有人與銀行於發現前述資料有錯誤或發生正確性爭議時，應立即將錯誤或爭議之資料，檢附相關證明文件，送交聯合徵信中心辦理查證或更正。*

*The Account Holder may check the content of its personal file established by the Bank and/or the personal data of the Account Holder as provided by the Joint Credit Information Center. If the Account Holder and the Bank find mistakes in the aforesaid personal data or if there is a dispute over the correctness thereof, they shall immediately provide the correct data together with the relevant supporting documents to the Joint Credit Information Center for verification or correction.*

23.6 *帳戶持有人或銀行做出任何終止帳戶之行為，除帳戶持有人另以書面要求外，均不影響或終止帳戶持有人授權銀行於終止帳戶後揭露其持有之帳戶持有人資訊的效力。*

*Any termination of accounts by the Account Holder or the Bank shall not affect or terminate the Account Holder's authorization to the Bank to disclose the Account Holder Information in possession of the Bank at termination unless the Account Holder shall otherwise specify in writing.*



23.7 帳戶持有人承諾，登記於銀行之姓名、地址與其他資料有任何變動時，並立即以書面通知銀行。

*The Account Holder undertakes to immediately notify the Bank in writing of any change in name, address and other particulars recorded with the Bank.*

## 24. 適用 Application

帳戶持有人與其資產、個人代表、破產管理人、遺產管理人、清算人或其他繼承人，應受帳戶條款所拘束。若帳戶持有人為合夥組織，則儘管帳戶持有人之合夥狀態有所變動，亦不影響帳戶條款之適用。

These Rules shall be binding on the Account Holder and its estate, personal representatives, trustee in bankruptcy, receiver, liquidator or other successor. If the Account Holder is a partnership, these Rules shall apply notwithstanding any change in the membership of the Account Holder.

## 25. 客訴 Complaints

帳戶持有人得以書面向銀行提出投訴並應清楚載明帳戶持有人之身份、帳號、地址及具體之投訴內容。

The Account Holder may make a complaint by writing to the Bank. Such complaint must clearly identify the Account Holder, the Account Holder's account number, the Account Holder's address and the specific nature of the complaint.

## 26. 條文之可分割性 Severability

若帳戶條款之任何規定於任何司法管轄區域被認定屬違法、無效或無法執行時，則並不影響其他規定在該等司法管轄區域之合法性、效力及可執行性或在其他司法管轄區域內之合法性、效力及可執行性。

Any provision in these Rules which is illegal, invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability without affecting the remaining provisions, and any such illegality, invalidity or unenforceability in any jurisdiction shall not affect or render illegal, invalid or unenforceable any such provision in any other jurisdiction.

## 27. 條文修訂 Amendments

除相關法令及帳戶條款另有規定，銀行得於至少 60 天前通知帳戶持有人，變更、修訂、替換或增補帳戶條款。帳戶持有人若於修正生效日後繼續相關帳戶交易及／或使用任何服務，應視為已收取修正通知並同意修正後之條款。但如為因應法令所作之修訂者，則不適用前述有關修正通知之約定。

*Unless otherwise provided in applicable laws and regulations and in these Rules, the Bank may, by not less than 60 days' notice to the Account Holder, change, amend, replace or supplement these Rules. The Account Holder shall be deemed to have received notice of the amendment and to have decided to continue using the relevant account(s) and/or services on the amended basis if the Account Holder continues to use the relevant account(s) and/or services after the effective date of the amendment. Notwithstanding the foregoing, such notice provision does not apply to any amendment due to changes in applicable laws, regulations, or rules.*

## 28. 轉讓 Assignment

除取得銀行事前書面同意外，帳戶持有人依帳戶條款所享有之任何權利或負擔之任何義務，皆不得轉讓予其他第三人。

No assignment of any rights or obligations of the Account Holder under these Rules shall be effective without the prior written consent of the Bank.

## **29. 豁免 Waiver**

銀行依帳戶條款之作為或不作為，皆不影響依帳戶條款所享有之權利或補償請求權或任何其他進一步或其他行使該等權利或補償請求權之權利。

No act or omission by the Bank pursuant to these Rules shall affect its rights, powers or remedies thereunder or any further or other exercise of such rights, powers or remedies.

## **30. 準據法與管轄地 Governing law and jurisdiction**

帳戶條款應受中華民國法律所規範並據以解讀，且簽約雙方不可撤銷地接受台北地方法院之非專屬管轄。

These Rules shall be governed by and construed in accordance with the laws of the Republic of China and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the Taipei District Court.

附表 1：西班牙對外銀行在台分行開戶之補充規定

**SCHEDULE 1: ADDITIONAL RULES FOR ACCOUNTS OPENED WITH BBVA BRANCHES IN TAIWAN**

下列補充規定適用於西班牙對外銀行在台分行包括其台北分行及國際金融分行之開戶事宜。  
The following additional rules in this Schedule 1 will govern accounts opened with BBVA branches in Taiwan, including its domestic banking unit and offshore banking unit.

**1. 開戶／印鑑權限 Account Opening/Seal Authority**

1.1 帳戶持有人開戶時，應將真實姓名、住址、通訊處及身份證號碼詳細填明於印鑑卡內，如係公司行號並應填明負責人姓名、營業所在地，並加蓋公司行號印章，嗣後如印鑑卡內所記載的事項遇有變動，應隨時以書面加蓋原留登記印鑑或簽字通知銀行。

In opening an account at the Bank, the Account Holder should register a specimen signature card giving details of his/her name, address, mailing address and number of personal identification. If the Account Holder is a firm, name of its representative, address of the place of business should also be specified in the registered specimen signature card. In case of a change in any items specified in the registered specimen signature card, the Account Holder should notify the Bank in writing affixing the seal or bearing the signature registered on the specimen signature card in the Bank.

1.2 如帳戶持有人登記印鑑卡的印章遺失或因授權簽字之人及其簽章有變更時，帳戶持有人應依銀行相關的規定辦理變更印鑑卡上登記的印鑑，且除非銀行已收到帳戶持有人的變更登記簽字書面通知，否則該變更對銀行不生效力。

In case of the loss of Account Holder's seal registered on the specimen signature card or a change in any authorized signatory or the registered seals of the Account Holder, the Account Holder shall have the registered specimen card changed accordingly in compliance with the relevant rules of the Bank. No change in any authorized signatory or seal of the Account Holder shall have binding effect on the Bank until the Bank has received the relevant notice of the change of the authorized signatory or seal.

**2. 對帳單 Account Statements**

活期存款不設存摺，但銀行得應帳戶持有人之要求，隨時印發對帳單予帳戶持有人。除另有約定或當月份無交易者外，銀行將於每月簽發對帳單予帳戶持有人，該對帳單是相關帳戶的主要記錄，**帳戶持有人如發現任何錯誤，應於收到對帳單七個曆日內通知銀行，若未在前述七個曆日期間內向銀行提出錯誤通知者，則該對帳單將視為正確無誤。**銀行留存之對帳單影本視同為合法之原始憑證，具有法律證明效力。

There is no passbook for a demand deposit account, but a statement can be printed out and issued to the Account Holder any time at the Account Holder's request. Unless otherwise agreed or unless there are no transactions for the month, the Bank will issue a monthly statement to the Account Holder and such statements will serve as the primary record of the account. **Any errors noted by the Account Holder shall be reported to the Bank within 7 calendar days after receipt of the statement. Such statements shall be deemed correct if no error notice is given to the Bank within the aforesaid 7 calendar days.** Copies of the said statements retained by the Bank shall be deemed to be lawful original documents having the effect of legal evidence.

### 3. 存款 Deposits

- 3.1 於非營業日到期之新台幣存款，應於次營業日支付，且利息之計算日應扣除該非營業日。  
*If a New Taiwan Dollar (TWD) deposit matures on a non-Business Day, the deposit shall be payable on the next Business Day and interest shall be paid up to but excluding that day.*
- 3.2 於相關幣別發行國或台灣之非銀行營業日到期之外幣存款，應於相關之次銀行營業日支付，且利息之計算日數應扣除該日。  
*If a foreign currency deposit matures on a day on which banks in either the country of the relevant foreign currency or in Taiwan are not generally open for business, the deposit shall be payable on the next succeeding day on which all such banks are generally open for business and interest shall be paid up to but excluding that day.*
- 3.3 因延遲收取任何幣別之款項或因延遲收款而致匯率變動所產生的任何成本，皆應由帳戶持有人負擔。  
*Any costs incurred as a result of any delays in receipt of payments for any currency or changes in exchange rates resulting from delays will be for the account of the Account Holder.*
- 3.4 外匯活期綜合存款帳戶之存款及提款皆以匯款為之。帳戶持有人自外匯活期綜合存款帳戶提領款項時，應依銀行收費標準支付交易手續費。  
*All deposits into and withdrawals from the multiple foreign currency deposit account shall be made in the form of remittances. The Account Holder shall pay the Bank a standard handling charge fixed by the Bank when the Account Holder withdraws funds from the multiple foreign currency deposit account.*
- 3.5 外匯活期綜合存款帳戶之交易幣別包括美元、歐元、港幣、西班牙幣，及其他銀行同意之貨幣，由帳戶持有人自行選擇一種或多種幣別，並得於法令許可之範圍內隨時相互轉換。帳戶持有人如需將款項自一種外幣兌換成另一種外幣時，應依交換當時與銀行議定兌換該外幣之匯率計算。帳戶持有人應自行承擔相關外匯價值波動及兌換損失之風險。  
*The transaction currencies of multiple foreign currency deposits include USD, EUR, HKD, ESP, and other currencies as agreed by the Bank. The Account Holder may choose any currency or currencies for the multiple foreign currency deposit account and may convert the currencies from one into another at any time to the extent permitted by the law. Where the Account Holder needs to convert funds from one foreign currency into another foreign currency, the exchange rate shall be calculated according to the exchange rate between the said currencies as agreed with the Bank at the time of exchange. The Account Holder shall bear the risk related to any fluctuations of the value of the foreign currencies and any exchange loss.*
- 3.6 倘銀行因行使質權或其他原因而須自外匯活期綜合存款帳戶取得款項時，帳戶持有人應負外匯結售或幣別轉換之義務。帳戶持有人並授權銀行於必要時得代帳戶持有人辦理外匯結售或幣別轉換，以抵償擔保債務。該項授權非經銀行同意，不得撤銷。  
*Where the Bank needs to withdraw funds from a multiple foreign currency account for purposes of enforcing a pledge or for other reasons, the Account Holder shall bear the obligation to attend to foreign exchange settlement or currency conversion. The Account Holder hereby authorizes the Bank to attend to foreign exchange settlement or currency conversion for the Account Holder, if necessary, in order to set off the secured debt.*

#### 4. 利息 Interest

- 4.1 利息自銀行收受可利用資金之日起算。如作外匯存款之資金係以新台幣兌換者，則利息之計算自兌換完成時起算。利息計算期間應不包括到期日，並僅於到期日支付。計息以及扣繳稅款（若有）之詳細資料，則將於支付利息時提供。若利息計算日有任何調整，銀行將於調整生效日前至少六十日通知帳戶持有人。  
*Interest will accrue from the date that the related funds are available to the Bank. For deposit in Foreign Currency converted from New Taiwan Dollar, interest will accrue when the conversion is completed. Interest is calculated up to but excluding the maturity date. Interest is only payable on the maturity date. Details of accrued interest and the amount of tax (if any) deducted will be advised each time when the interest is paid. In the event of an adjustment to the date from which interest shall accrue, the Bank will notify the Account Holder at least sixty days prior to the effective date of such adjustment.*
- 4.2 定期存款之利息係固定依完整存款期間計算，而活期存款之利息將由銀行依其指定之拆款利率每日計算。  
*Interest on time deposits is fixed for the entire deposit period. Interest on demand deposits will be simple interest accruing from day to day at the call rate specified by the Bank on a daily basis.*
- 4.3 若存款係以新台幣計價，利息將依一年 365 或 366 日之基礎計算，若係以其他幣別計價，將以一年 360 日計算（包括一般年度與閏年）之或依銀行隨時決定之其他全年日數計算。  
*Interest is calculated on a 365 or 366 day year basis where the deposit is denominated in New Taiwan Dollar (TWD) and on a 360 day year basis (in both ordinary and leap years) where the deposit is denominated in other currencies, or on such other day year basis as may be determined by the Bank from time to time.*
- 4.4 除定期存款外，存款利息將於每年六月二十日及十二月二十日自動記入帳戶持有人之帳戶，但另有約定者，從其約定。若付息日為星期例假日，則將於次一營業日給付。  
*Except for a time deposit account, interest is, unless otherwise agreed, automatically credited to the Account Holder's account on June 20 and December 20 of each year. If the payment day is a holiday, the interest will be paid on the next Business Day.*

#### 5. 存款到期 Maturity of Deposits

- 5.1 銀行得依帳戶持有人要求，自行按銀行之規定，於到期日前返還不可轉讓之定期存款。  
*At the request of the Account Holder, the Bank may at its discretion repay a non-negotiable time deposit before maturity on such terms as the Bank may prescribe.*
- 5.1 銀行得將帳戶持有人之定期存款本金及利息於扣除任何相關稅賦（若有）後，償存至相當於前存款之期間並以當時適用之利率計算利息。  
*The Account Holder shall provide the Bank with instructions to dispose of the time deposit no later than two Business Days before the maturity date of the deposit. If the Account Holder fails to give such instruction, the Bank may at its discretion renew the deposit plus interest, after applicable tax deduction if any, for a similar period at the then-prevailing interest rate.*
- 5.2 若帳戶持有人到期自動續約，則將以到期日當時之相關存款類別的利率為續約利率。  
*Where instructions for automatic renewals for deposits are given, the interest rate applicable to the relevant type of deposit prevailing on the maturity date will be the rate for the renewal.*

## 6. 提前解約 Early Withdrawal

- 6.1 帳戶持有人得就以新台幣或外幣計價之不可轉讓定期存款，要求銀行於到期日前，以計價幣別返還定期存款。

*For a non-negotiable time deposit either in New Taiwan Dollar or in a foreign currency, the Account Holder may request the Bank to repay the time deposit in the denominated currency before the agreed maturity date.*

- 6.2 定期存款到期前得中途解約，但帳戶持有人應依照「定期存款質借及中途解約辦法」之規定通知銀行。如帳戶持有人未能依前述辦法之規定通知銀行者，經銀行同意後亦得受理。定期存款中途解約利息之計算，係按實際存款日數依下列規定單利計息；若帳戶持有人與銀行間另有約定者，從其約定；(1) 存款未滿一個月時，不予計息；(2) 存滿一個月未滿三個月時，照存款銀行一個月牌告利率或存單利率，何者孰低八折計息；(3) 存滿三個月未滿六個月時，照存款銀行三個月牌告利率或存單利率，何者孰低八折計息；(4) 存滿六個月未滿九個月時，照存款銀行六個月牌告利率或存單利率，何者孰低八折計息；(5) 存滿九個月未滿一年時，照存款銀行九個月牌告利率或存單利率，何者孰低八折計息；(6) 前述各牌告利率，按存入時之牌告利率為準。

帳戶持有人就不可轉讓定期存款提前解約時，應支付予相關手續費用及因提前終止存款契約而產生之利息成本予銀行。

可轉讓定期存款不得中途解約，逾期提取亦不另計息。

**The Account Holder may instruct the Bank to early terminate the non-negotiable time deposit based on the requirements of Rules Governing Pledge and Early Termination of Time Deposit. The Bank may accept the instruction from the Account Holder after the Bank agreed if the Account Holder cannot follow aforementioned Rules to instruct the Bank for early termination. The interest on an early termination of the time deposit shall be calculated as follows based on the number of days of holding. However, if it is otherwise provided by an agreement between the Bank and the Account Holder, such agreement shall be followed. (1) No interest shall be paid, if the duration of holding is less than one month; (2) Interest shall be paid at a 20% discount based on the Bank's posted interest rate for one month or the interest rate on the Bank's certificate of deposit, whichever is lower, if the duration of holding is over one month but less than three months; (3) Interest shall be paid at a 20% discount based on the Bank's posted interest rate for three months or the interest rate on the Bank's certificate of deposit, whichever is lower, if the duration of holding is over three months but less than six months; (4) Interest shall be paid at a 20% discount based on the Bank's posted interest rate for six months or the interest rate on the Bank's certificate of deposit, whichever is lower, if the duration of holding is over six months but less than nine months; (5) Interest shall be paid at a 20% discount based on the Bank's posted interest rate for nine months and the interest rate on the Bank's certificate of deposit, whichever is lower, if the duration of holding is over nine months but less than one year; and (6) The Bank's posted interest rate as above mentioned shall be based on the prevailing time deposit interest rate published by the Bank at the time of making such deposit.**

**The Account Holder shall be responsible for the handling charges and interest costs involved in the early termination of the relevant deposit.**

**A Negotiable Time Deposit cannot be terminated prior to its schedule maturity and no interest is payable after such maturity.**

## **7. 存款之轉讓及設質 Transfer and Pledge of Deposit**

非經銀行事前以書面同意，帳戶持有人就存款所為之設質、移轉讓與及與他人所為之任何約定，對銀行均無拘束力。

No pledge, assignment, transfer, or negotiation of any deposit shall be binding on the Bank until the Bank has given its written consent thereto.

## **8. 付款 Payment**

8.1 倘銀行就個別帳戶應付款之日為非營業日時，銀行應於次一營業日給付。

Payment to be made by the Bank with respect to any account on a day which is not a Business Day shall be made on the next Business Day.

8.2 銀行於現在或將來就任何帳戶或存款之付款所發生之各項稅捐及費用，均應由帳戶持有人負擔。

All taxes, duties, charges, or deductions in respect of any payments or to be made by the Bank on behalf of the Account Holder shall be borne by the Account Holder.

8.3 當帳戶持有人應支付銀行款項之付款日非營業日時，則應以次一營業日為付款日，但若次一營業日屬於次一曆月時，則應以前一營業日為付款日。

Whenever a payment shall become payable from the Account Holder to the Bank on a day which is not a Business Day, such payment shall become payable on the next succeeding Business Day unless as a result thereof, such payment would be made in the next calendar month, in which case such payment shall be payable on the preceding Business Day.

## **9. 匯款取消 Cancellation of Remittance**

由通匯銀行匯來之款項雖經存入帳戶持有人之戶頭，嗣後如該通匯銀行通知取消或因任何原因銀行未能自通匯銀行獲款時，銀行當即取消該項存款。倘若帳戶持有人帳戶中之款項不足銀行取消，帳戶持有人應立即補償銀行其差額，不得因任何理由遲延。

The Bank, even after crediting to the Account Holder's Account(s) any remittance from a correspondent bank, may reverse the credit in the Account Holder's Account when the Bank receives instructions from the correspondent bank to cancel such remittance or the Bank cannot obtain the money remitted from the correspondent bank for any reason. If the amount in the Account is insufficient to cover such cancellation, the Account Holder shall immediately reimburse the Bank for any deficiency thereof, and shall not delay payment for any reason.

## **10. 銀行手續費 Bank's Service Charges**

帳戶持有人同意遵守銀行所訂立有關服務費用之規定。但服務費用如有調整，銀行將於生效日六十天前以書面通知郵寄至帳戶持有人以書面向銀行提供之最近期地址或以顯著方式於銀行營業處所揭示以代通知。此費用於帳戶持有人或銀行終止相關帳戶或各項服務時將不予退還。倘帳戶持有人不同意銀行之修改，得隨時終止與銀行之帳戶往來。

*The Account Holder agrees to abide by the service charges prescribed by the Bank. In the event of an adjustment to such service charges, the Bank will notify the Account Holder in writing at least sixty days prior to the effective date of such adjustment to the latest address provided by the Account Holder; alternatively, the Bank may satisfy this notice*

*requirement by posting such adjustment at a prominent location at the Bank's business office. The charges provided herein are not refundable upon termination of the relevant accounts or of any services, whether by the Account Holder or by the Bank. If the Account Holder objects to such adjustments, the Account Holder shall be entitled to terminate the account with the Bank at any time.*

## **11. 不可抗力 Force Majeure**

11.1 帳戶持有人帳戶之各項存款限由銀行償付，並適用中華民國法令之規定。若銀行因匯兌限制、徵收、戰爭、內亂或其他不可歸責於銀行的事由，而無法履約時，得免負擔任何責任，且西班牙對外銀行的其他各地分行、子公司或關係企業亦無需負任何責任。The deposits in the Account Holder's accounts shall be repaid by the Bank, and the laws and decrees of the Republic of China shall apply. For any failure of performance by the Bank as a result of a restriction on foreign exchange conversion, confiscation, war, riots, or other reasons not attributable to the Bank, the Bank may be released from its liability hereunder. Neither the branches of Banco Bilbao Vizcaya Argentaria S.A. in other areas nor the subsidiaries or affiliates of Banco Bilbao Vizcaya Argentaria S.A. shall be responsible for such failure of performance.

11.2 不論本合約是否另有約定，對於因超出銀行合理控制之因素，包括但不限於不可抗力事件、傳訊、通訊或電腦設備中斷或不能運作、郵政或其他罷工或類似之產業事件、交易所或交易市場、票據交換所停止作業等，導致銀行未能履行其義務者，銀行及職員、代理人或代表人不負責任。

Notwithstanding any provision to the contrary in these Rules, the Bank and its employees, agents, and representatives shall be exempt from liability due to or arising out of any failure to perform all or any of the Bank's obligations arising from or by reason of any cause beyond the Bank's reasonable control, including, without limitation, any act of force majeure, any breakdown or failure of transmission, communication or computer facilities, postal or other strikes or similar industrial action, the failure of any exchange, market or clearing house, etc.

## **12. 帳戶審查 Account Review**

銀行得隨時檢視帳戶持有人之資訊，包括但不限於身分、職業、財務背景、所得來源及帳戶用途。帳戶持有人同意於銀行指定之時間內提供相關資訊予銀行，但除本文件另為規定外，銀行應保持帳戶持有人資訊之機密性，且不得將該等資訊揭露給其他方。若帳戶持有人未於指定時間內提供相關資訊或提供虛偽資訊，則銀行有權自行決定書面通知帳戶持有人關閉帳戶。

The Bank may periodically review the Account Holder's information, including but not limited to the identity, occupation, financial background, source of income and account usage. The Account Holder agrees to provide the Bank with such relevant information within the Bank's designated time frames. Unless otherwise provided in these Rules, the Bank shall keep the Account Holder's information confidential and shall not disclose the same to another party. If the Account Holder fails to provide relevant information within the designated period or provides false information, the Bank has the right to close the account at its discretion by giving a written notice to the Account Holder.

## **13. 終止 Termination**

13.1 帳戶持有人得隨時終止帳戶。除在法令或銀行及帳戶持有人約定許可範圍內行使抵銷權外，銀行應將終止帳戶之存款餘額返還帳戶持有人，帳戶持有人茲同意如帳戶持有人帳戶之存款餘額為零並且連續三個月沒有交易記錄者，銀行得依其裁量經書面通知帳戶持有人終止帳戶持有人的帳戶。



*The Account Holder may close any account(s) at any time. Unless the Bank is exercising its right of set-off to the extent permitted under the applicable laws, regulations or agreement between the Bank and the Account Holder, the Bank shall return the credit balance in the closed account to the Account Holder. The Account Holder agrees that the Bank has the right to close the Account Holder's accounts at its discretion by giving a written notice to the Account Holder if the Account Holder's account has no credit balance and transaction records for three consecutive months.*

- 13.2 帳戶持有人不得將帳戶借予他人使用，亦不得作為洗錢、詐欺等不法或不當之用途，或以詐術損害銀行之信用，若法律有禁止並經銀行查證屬實，或經銀行研判帳戶持有人之帳戶有疑似不法或不當使用之情事或銀行接獲第三人檢附治安機關報、備案證明，書面申訴時，銀行得立即終止本約定書及其他相關服務，並得逕行結清存款，存款餘額則俟依法得領取者申請給付時，銀行始為支付。

*The Account Holder shall not lend any account to be used by another person, or for money-laundering, fraud, illegal or inappropriate purposes, or any other fraudulent acts to damage the credit of the Bank. If any such behavior, prohibited by law and proved to be true by the Bank, or any account is suspected by the Bank to be connected to illegal or inappropriate usage, or the Bank receives a third party's written claim by presenting a report from the police or other law enforcement agencies, an indictment or other written complaint, the Bank shall immediately terminate these Rules and other related services to the Account Holder and liquidate the account. The Bank shall not return the balance of the account except to such person and according to such rules and procedures as provided by law.*

#### 14. 合約語言與解讀 Language and Interpretation

- 14.1 帳戶條款以中、英文本簽訂，如中英文義有歧異之情事，以英文本為準。  
These Rules are made in both Chinese and English. In the event of any discrepancy between the Chinese and English texts, the English version shall govern.

- 14.2 帳戶條款內可能含有之打印錯誤，應透過對帳戶條款相關內容上下文合理解釋之方式予以處理。帳戶條款所用標題僅為方便閱讀，並不影響對帳戶條款之解釋。  
Typo errors as possibly appeared shall be interpreted through reasonable explanation of the relevant context of these Rules. The headings used in these Rules are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Rules.

- 14.3 若帳戶一般規定與本附表 1 的補充規定之間有任何不一致時，則應以本附表 1 之額外規定為準。  
In the event of any inconsistency between General Rules For Accounts and the additional rules in this Schedule 1, the additional rules in this Schedule 1 shall prevail.

#### 15. 委外 Outsourcing

帳戶持有人同意銀行得於金融監督管理委員會發布生效與金融機構委外作業相關法令允許之範圍內，隨時將本約定書規範之交易和服務委託予銀行之任何分行或聯屬銀行或第三人處理。

*The Account Holder consents that the Bank may from time to time outsource the handling of certain transactions and services hereunder to any branches or affiliates of the Bank or third parties to the extent permitted by the Financial Supervisory Commission outsourcing related regulations for financial institutions as in effect from time to time.*

#### 16. 確認身分措施 Identity Verification Measures

16.1 如辦理開戶對象為受經濟制裁、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，銀行得自行決定拒絕業務往來或逕行關戶。

Where the Account Holder to open the account is a person who is subject to financial sanctions and has been determined to be, or is under the investigation by a foreign government or international anti-money laundering organizations as being, a terrorist or a terrorism organization, the Bank may at its discretion terminate the business relationship or close the account directly.

16.2 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等帳戶持有人，銀行得自行決定暫時停止交易，或暫時停止或終止業務關係。

For the Account Holder who does not co-operate in periodic reviews or in explaining the nature and purpose of the transaction or the source of the funds, the Bank may at its discretion temporarily suspend transaction or temporarily cease or terminate the business relationship.

※  帳戶持有人在與銀行個別審閱及討論每一條款後，茲此明白確認已瞭解且明確同意帳戶條款之內容，包括但不限於帳戶條款之義務範疇，帳戶一般規則第 5、15、16、17、18、21 與 23 條及附表 1 第 4、6、10、13 和第 15 條規定之費用、抵銷、豁免保密義務、提前終止罰款（利息計算）、處理個人資料與委外規定。

**THE ACCOUNT HOLDER HEREBY EXPRESSLY ACKNOWLEDGES THAT, AFTER HAVING SEPARATELY REVIEWED AND NEGOTIATED EACH SUCH CLAUSE WITH THE BANK, THE ACCOUNT HOLDER UNDERSTANDS AND SPECIFICALLY AGREES TO THESE RULES, INCLUDING BUT NOT LIMITED TO THE SCOPE OF OBLIGATIONS COVERED BY THESE RULES AND TO THE FEES, CHARGES, DEBIT, CLOSURE/SUSPENSION OF ACCOUNTS, SET-OFF, WAIVERS OF CONFIDENTIALITY, EARLY TERMINATION PENALTY (INTEREST CALCULATION), PROCESSING OF PERSONAL DATA AND OUTSOURCING PROVISIONS SET OUT IN CLAUSES 5, 15, 16, 17, 18, 21 AND 23 OF GENERAL RULES FOR ACCOUNTS AND CLAUSES 4, 6, 10, 13, AND 15 OF SCHEDULE 1, ABOVE.**

帳戶持有人同意接受帳戶條款之約束。

The Account Holder agrees to be bound by these Rules.

帳戶持有人 Account Holder:

簽名 Signature: .....

日期 Date: .....

\* 客戶應予勾選，並於項目旁簽名／用印。  
Account Holder should check the box and sign/chop next to the box.