



COTA Commercial Bank Personal Online Banking and Mobile Banking Service Contract

The promisor (hereinafter referred to as "Party A") applies to COTA Commercial Bank (hereinafter referred to as "Party B") for personal online banking and mobile banking service (hereinafter referred to as "the service"), and the promisor shall bring back the terms and conditions for review (the review period shall be at least five days). After fully understanding it, the promisor agrees and abides by the following agreements:

Article 1 Bank information

1. **Bank name: COTA Commercial Bank**
2. **Complaint and customer service hotlines: (04)2224-5324 (complaint); (04)2237-9147 (customer service)**
3. **Website: www.cotabank.com.tw**
4. **Address: No. 32-1, Gongyuan Rd., Central Dist., Taichung City 400 , Taiwan**
5. **Fax number: (04)2226-5093 (complaint) ;(04)2237-8629 (customer service)**
6. **E-mail address: customer@cotabank.com.tw**

Article 2 Scope of application of the Agreement

1. **This Agreement is a general agreement for personal online banking (including mobile banking) services, and is subject to the terms of this Agreement unless otherwise agreed in individual contracts.**
2. **Individual contracts shall not conflict with this Agreement. However, if the individual contract is more favorable to the protection of the customer, the contract shall comply with its provisions.**
3. **In case of doubt, the terms of this Agreement shall be construed in favor of the consumer.**

Article 3 Definition of the term

1. "Online Banking Service": Party A's computer is connected to Party B's computers via the Internet, so that Party A can directly access the financial services provided by Party B without having to go to Party B's counter in person.
2. "Internet Inquiry Service": Party A will use the online banking service system to inquire about deposits, loans and trust transactions (including all existing and new deposits, loans, trusts and credit card accounts), and the items of inquiry and available services will be determined by the inquiry system provider, and Party A do not need to apply for each item. Unless otherwise specified by the competent authority or Party B, Party A is not required to apply for any new inquiry service provided by Party B's online banking.
3. "Electronic Document" means a record of text, sound, pictures, images, symbols or other data transmitted by Party B or Party A via internet connection in electronic or other means not directly recognizable by human perception, which is sufficient to express its intention for electronic processing.
4. "Digital Signature": refers to the digital data of a certain length calculated by mathematical algorithm or other means from an electronic document and encrypted with the signatory's private key to form an electronic signature that can be authenticated by a public key.
5. "Certificate": refers to the electronic form of certification containing signature verification information to confirm the identity and qualification of the signatory.

6. "Private Key" refers to the digital data with matching relationship, which is retained by the signatory for making digital signature.
7. "Public Key" refers to the digital data with matching relationship that is open to the public for verification of digital signature.
8. "Account": Party A and Party B have agreed in writing as the designated demand deposits, credit card and other accounts for Party A to make relevant payments.
9. "TLS (Transport Layer Security)": Data is transmitted over the Internet using TLS encryption to ensure the confidentiality and integrity of information.
10. "Mobile Banking Service": Party A uses the smart phone or smart mobile device (the cell phone or device is equipped with an operating system that allows the input, access and expansion of information and software programs) to connect with the Party B's computer through the signal operation of the telecommunication network and can directly access the financial services provided by the Party B without going to the Party B's counter.
11. "One Time Password (OTP) Security Mechanism" means that each time Party A conducts a transaction or setting, the system will automatically send a set of "One Time Password" (containing transaction identification code, OTP password and transaction message) to the cell phone number set by Party A to ensure the security of online transactions (the transaction identification code and OTP password sent each time are randomly generated and only valid for the current time), and the transaction mechanism of OTP shall be subject to the provisions of Party B's website.
12. "QR Code (Quick Response Code)": It is a type of two-dimensional barcode, which is a matrix of black-and-white dots or bars that can represent text, graphics and audio information, and has the characteristics of large capacity, high reliability and data integrity. Party A can use mobile banking to scan the QR Code, check the transaction information brought by the QR Code, and then perform transaction instructions such as transfer, consumption deduction, or tax payment.

Article 4 Confirmation of website/mobile banking application download

1. **Before using online banking service, Party A should first confirm the correct website; before using mobile banking, Party A should first confirm the correct APP (application) or website to download/installation/access method, if Party A has any question, please call customer service.**
2. **Party B shall inform Party A of the risks of the online banking application environment in a manner that the general public is aware of.**
3. Party B shall exercise its duty of care as a good administrator to maintain the correctness and security of the APP service on the website or mobile device at all times, and pay attention to the existence of forged web pages at all times to avoid damage to Party A's rights and interests.

Article 5 Service offerings

1. Party B shall ensure the accuracy of the information on the online banking website if it is presented on the website for the services provided as specified in this Agreement, and its obligations to consumers shall not be less than the content of the website.
2. The aforementioned services shall be subject to the services provided by Party B's online banking and mobile

banking.

3. In the future, unless otherwise specified by Party B, Party A does not need to make a separate written agreement to use the new or changed online banking service items. Once Party A enters the online banking (including mobile banking) service system and uses the changed service items, it is deemed that Party A agrees to follow the relevant regulations of the changed service items and agrees to be bound by them.

Article 6 Application for Services

1. To apply for online banking service, Party A shall apply to Party B in person with identification documents and original seal and apply for online banking password letter (user ID shall be set by Party A while applying) or apply through the automated channel provided by Party B.
2. If Party A does not complete the password change activation procedure within thirty days from the date of application for the online banking password issued by Party B, Party B will take the initiative to revoke the online banking password letter, and while using it for the first time, Party A should sign in to the website designated by Party B and enter the information in the password letter, and after confirming that it is correct, Party A should reset the online banking password by itself to serve as a proof of identity confirmation for Party A's future online banking transactions.
3. The online banking password set by Party A in the preceding paragraph shall be a mixture of 6 to 12 digits of English letters and numbers, and shall not have any of the following:
 - (1) The user ID is the same as the online banking password.
 - (2) The same as Party A's visible information (such as Tax ID number, ID card number and account number, etc.).
 - (3) Use the same English letters and numbers, consecutive English letters or consecutive numbers.
 - (4) The proposed change of password shall not be the same as the previous one.
4. **If Party A's password is incorrect for four consecutive times, Party A shall not continue to execute the transaction. Party A shall change the password in person to Party B with the identity document and the original seal, or use the chip ATM card through the automatic equipment provided by Party B to reset the password.**

Article 7 Transaction validation settings

Party A may choose to use ATM card authentication while logging in with online banking (excluding mobile banking) to enhance the security of online banking. Once the online banking status is set, the ATM card authentication is required, if the ATM card authentication is not passed, only the inquiry function is provided; If the ATM card authentication function cannot be used due to factors such as loss or damage of the ATM card, Party A shall apply to Party B in person with the identity document and original seal to cancel the setting that requires ATM card authentication for login.

Article 8 The network used for connection

1. Party B and Party A agree to use the Internet for electronic document transmission and reception.
2. Party B and Party A shall enter into an Internet service contract with each Internet service provider or telecommunication provider for each of their rights and obligations, and each shall bear the cost of Internet usage.

Article 9 Receipt and response of electronic documents

1. After Party B receives the electronic document containing digital signature or agreed by Party B and Party A for identification, Party B shall provide the webpage of the important information in the electronic document for Party A's re-confirmation and then immediately check and process it, and notify Party A of the result of the check and processing by electronic document or in the manner agreed by both parties.
2. If Party B or Party A receives any electronic document from the other party and cannot identify its identity or content, it shall be deemed not to have been transmitted from the beginning. However, if Party B can confirm Party A's identity, Party B shall immediately notify Party A of the fact that the content is unidentifiable by electronic document or in a manner agreed upon by both parties.

Article 10 Non-execution of electronic documents

1. Party B may not execute any received electronic document if there is any of the following circumstances:
 - (1) If there are specific reasons to doubt the authenticity of the electronic document or the accuracy of the specified matters.
 - (2) Party B will violate the provisions of the relevant laws and regulations by processing according to electronic documents.
 - (3) If Party B is unable to debit Party A's account with the fees payable by Party A due to Party A's reasons.
2. If Party B does not execute the foregoing electronic documents, Party B shall at the same time notify Party A of the reasons and circumstances of non-execution by electronic documents or by telephone or e-mail or in the manner agreed upon by both parties, and Party A shall confirm to Party B by telephone or e-mail or in the manner agreed upon by both parties after being notified. However, Party B shall not be responsible for any non-performance of the electronic signal caused by the poor quality of the transmission signal of the mobile telecommunication operator.

Article 11 Time limit for electronic document exchange operations

1. The electronic document is automatically processed by Party B's computer. After Party A has sent the electronic document and confirmed the correctness of its content in accordance with the reconfirmation mechanism provided by Party B in Article 9, Paragraph 1, the transmission to Party B shall be irrevocable. However, any unexpired reservation transaction may be withdrawn or modified within the period stipulated by Party B.
2. If an electronic document is sent to Party B via the Internet and is automatically processed by Party B's computer after Party B's business hours (meaning 9:00 a.m. to 3:30 p.m. Monday through Friday (except for regular holidays), but Party B may make another appointment or announce the service hours on its website due to the special nature of the service item), Party B shall immediately notify Party A by electronic document that the transaction will be processed on the next business day or in accordance with other agreed methods. If Party B is unable to provide services due to special factors (such as routine maintenance, etc.), Party B may clearly announce it on Party B's website.

Article 12 The gold passbook service of online banking (including mobile banking) is provided in accordance with the following terms and conditions:

1. While Party A applies for the online banking (including mobile banking) transaction function of the contracted gold

passbook account, Party A can conduct transactions such as purchase, resale, transfer, regular investment or change of contracted items on the online banking (including mobile banking).

2. If Party A wants to conduct gold passbook transfer transactions via online banking (including mobile banking), Party A should apply to Party B in advance for a contracted transfer account.
3. If Party A processes gold passbook-related transactions through online banking (including mobile banking), Party B's fees and charges will be applied to Party A's gold passbook account for debit.
4. **The maximum limit for each transfer transaction of TWD-denominated gold passbook by Party A shall be TWD 10 million and shall not be included in the total daily shared limit for TWD transfer and remittance; the maximum daily limit for purchase, resale and transfer of USD-denominated gold passbook shall not exceed USD 500,000 for individuals and organizations and USD 1 million for companies and stores, respectively. The above cumulative maximum daily limit may be adjusted by Party B in accordance with the regulations of the competent authorities and shall be effective without notice.**
5. Party A shall comply with the contractual agreements related to the gold passbook, the contractual agreements related to foreign exchange transactions of online banking and the legal regulations while dealing with gold passbook online transactions (including mobile banking) with Party B.

Article 13 The trust fund investment service of online banking (including mobile banking) is provided in accordance with the following agreements:

1. If Party A has a contracted online banking (including mobile banking) transfer transaction function, Party A can conduct transactions such as trust fund subscription, redemption or conversion with online banking (including mobile banking).
2. Party A shall comply with the trust investment related contracts and legal regulations signed with Party B while dealing with trust fund online transactions (including mobile banking).

Article 14 Fees

1. Party A is willing to pay the service fee, handling cable fee and other fees in accordance with the contracted rate from the date of using the service of this Agreement, and authorizes Party B to deduct them automatically from Party A's account; if they are not recorded, Party B shall not collect them.
2. **The fees payable by Party A for the following transactions or services are as follows:**
 - (1) **Domestic interbank transfer handling fee: the handling fee is waived for the first transaction per account per day for each automatic service equipment (including ATM, online ATM, voice over phone, personal online banking and mobile banking, and corporate online banking) with a transaction amount of less than TWD500 (same below). Starting from the second time, the handling fee is TWD10 per transaction; TWD10 per transaction over TWD500 to TWD 1,000; and TWD14 per transaction over TWD 1,000.**
 - (2) **Domestic interbank remittance handling fee: TWD20 per transaction.**
 - (3) **Foreign currency remittance handling fee: 0.05% of the remittance amount per transaction, with a minimum of TWD 200 and a maximum of TWD 800; cable fee of TWD 400 per transaction (if you want to remit the full amount, please apply at the counter).**

- (4) Gold passbook regular fixed investment handling fee: TWD 80 per successful debit.**
- (5) Fee payment/tax handling fee: same as domestic interbank transfer handling fee, but it is subject to the handling fee standard of each payment item.**
- (6) Trust investment: It shall be handled according to the fee standard for non-discretionary money trust investments in domestic and foreign securities.**
- (7) One time password handling Fee: TWD 1 per time for domestic cell phone numbers.**

- 3. In the event of any adjustment of the aforementioned rates after the Agreement, Party B shall announce the contents on its website and make Party A aware of the adjustment (hereinafter referred to as the notice) by means of public disclosure at the business premises or on the online banking page or by means agreed by both parties.
- 4. If the fee adjustment is an increase, Party B shall provide an option on the website for Party A to indicate whether or not it agrees to the fee increase. If Party A does not agree to the adjustment before the effective date, Party B shall suspend Party A's use of online banking (including mobile banking) services in part or in whole from the effective date of the adjustment. If Party A agrees to the fee adjustment after the effective date of the adjustment, Party B shall immediately resume the online banking (including mobile banking) contract related services.
- 5. **The preceding announcement and notice by Party B shall be made 60 days prior to the effective date of the adjustment (without the limitation of 60 days of announcement if it is in favor of Party A), provided that if the preceding adjustment is an upward adjustment, the effective date of the adjustment by Party B shall not be earlier than the starting date of the year following the announcement and notice.**
- 6. If Party A does not agree to the adjustment of the fees and charges, Party A may terminate the online banking (including mobile banking) service in writing, but the transactions completed and conducted by Party A before the effective date of termination of the online banking (including mobile banking) service shall be subject to the provisions of this Agreement.

Article 15 Party A's software and hardware installation and risks

- 1. Party A shall install the required computer software, hardware or personal mobile communication equipment, and other security-related equipment at its own expense while applying for the use of the services under this Agreement. The installation costs and risks shall be borne by Party A.
- 2. If the hardware and software and related documents mentioned in the first paragraph are provided by Party B, Party B only agrees that Party A may use them within the scope of the service and may not transfer, lend or deliver them to a third party in any way. Party B shall state the minimum hardware and software requirements for the service on the website and the packaging of the provided hardware and software, and shall bear the risk of the provided hardware and software.
- 3. Upon termination of the Agreement, Party A shall return the relevant equipment and documents in the preceding paragraph immediately upon Party B's request, to the extent specifically provided for in the Agreement.

Article 16 Party A's connection and responsibility

- 1. **If there is a special agreement between Party B and Party A, Party B will be allowed to connect only after the necessary test.**
- 2. **Party A shall be responsible for keeping the user ID, password, certificate and other identification tools**

provided by Party B and shall not lend, transfer or disclose them to a third party.

3. If Party A enters the above password incorrectly for four consecutive times, Party B's computer will automatically stop Party A from using the services of this Agreement. If Party A wants to resume the service, it shall follow the relevant procedures as agreed.

Article 17 Transfer account number and transaction limit

1. Party A shall make prior agreement with Party B in writing or through other channels provided by Party B to use the account number for transferring funds on the internet, and the account number opened by Party A with Party B shall be the limit. If Party A uses online banking (including mobile banking) to transfer funds to Party B or other bank accounts by agreed or non-agreed transfer or remittance means, the daily transfer/remittance transaction limit shall be publicly disclosed by Party B on the website in a conspicuous manner, and Party B may adjust or modify it at any time.
2. The transaction limits for digital deposit accounts are subject to the "Digital Deposit Account Agreement Terms and Conditions" of Party B.

Article 18 Taiwan dollar transfer and remittance transaction

1. Party B shall not be responsible for any damage caused by the actions or inactions of the recipient bank while Party A conducts interbank transactions. If the recipient bank, recipient account number and recipient account name (or tax id number) of the transferred account are incorrectly entered, or if the account cannot be credited due to computer failure or other unknown reasons, Party B agrees that the amount will be returned to the original transferred account by Party B, and the handling fee will not be refunded, and Party A will be responsible for any delays, errors or losses caused by the refund.
2. Party B shall apply for debit according to Party A's payment instructions. Party A shall carefully check the details of the transaction. If Party A disputes the transaction, misdirects to another person's account or repeatedly transfers or remits money, Party A shall be responsible for the transaction and Party B shall not be responsible for the correction or refund, but Party B shall provide the necessary assistance.
3. While Party A makes appointment to transfer funds from the account, after Party B verifies that the user ID of the account is correct, Party B will accept the appointment for the transfer transaction. While Party B processes the transfer on the day of the scheduled transfer, Party B will check again that the transferring account has not terminated the online banking transfer service, that the user ID has not been terminated, and that the balance of the transferred account, the limit, and the transferred account number are all correct before processing the scheduled transfer transaction in order to protect the safety of Party A's deposit. Party A may withdraw the instruction of the scheduled transfer transaction with the agreed user ID before Party B proceeds with the transfer. Party A shall check the result of the transfer on the day of the scheduled transfer and Party B shall not be responsible for the notification of the result of the scheduled transfer. If Party B's computer system fails to process the appointment transfer, Party B will promptly notify Party A of Party B's refusal or delay in execution by electronic document or telephone according to the contact information retained by Party A. Party A may confirm with Party B by telephone after being notified.

Article 19 Transaction verification

1. Upon completion of each transaction instruction, Party B shall notify Party A by electronic document or in

the manner agreed by both parties, and Party A shall check whether there is any error in the result. If there is any discrepancy, Party A shall notify Party B in writing or by telephone, email or in the manner agreed by both parties within forty-five days from the date of completion of use.

2. Party B shall send to Party A each month by ordinary mail or in the manner described in the preceding paragraph the transaction statement of the previous month (not sent if there is no transaction in that month or if Party A agrees not to send it). If Party A considers that there is an error in the transaction statement after verification, Party A shall notify Party B in writing or by telephone, email or in the manner agreed by both parties within 45 days from the date of receipt.
3. Party B shall immediately conduct an investigation into Party A's notice and shall notify Party A in writing of the circumstances or results of the investigation within 30 days from the date the notice reaches Party B.

Article 20 Handling of electronic document errors

1. If Party A uses the services of this Agreement, Party B shall assist Party A to correct any errors in the electronic documents due to matters not attributable to Party A and provide other necessary assistance.
2. If an error occurs in the foregoing services due to a cause attributable to Party B, Party B shall correct the error as soon as Party B becomes aware of it and notify Party A at the same time by electronic document or in the manner agreed by both parties.
3. In the event that an error occurs in the electronic documents of Party A due to something attributable to Party A. If the financial institution code, deposit account number or amount transferred by Party A is incorrect, resulting in a transfer to another person's account or an incorrect amount transferred, Party B shall, once Party A notifies Party B, immediately do the following:
 - (1) Provide the details of the transaction and related information in accordance with the relevant laws and regulations.
 - (2) Notify the transfer-in bank to assist in the process.
 - (3) Report processing status.

Article 21 Legal authorization and responsibilities for electronic documents

1. Party B and Party A shall ensure that all electronic documents transmitted to the other party are legally authorized.
2. If Party B or Party A finds that a third party has fraudulently used or misused the subscriber code, password, certificate, private key or any other circumstances without legal authorization, Party B or Party A shall immediately notify the other party by telephone, in writing or in other agreed ways to stop using the service and take precautionary measures.
3. Party B shall be responsible for the effectiveness of the use of the service by third parties before Party B accepts the aforementioned notice. However, except in any of the following cases:
 - (1) Party B can prove that Party A is intentional or negligent.
 - (2) **Party B notifies the transaction in writing, by telephone or email, or in a manner agreed by both parties for more than forty-five days after the verification of the information or bill. However, if Party A has special reasons (such as long-distance travel, hospitalization, etc.) that prevent notification, Party B shall count the 45 days from the end of the special reason, except for Party B's intentional or negligent**

actions.

4. For the second paragraph of the fraud and misuse of the factual investigation of the forensic costs shall be borne by Party B.

Article 22 TLS(Transport Layer Security)

Party A agrees that while using part of the service items of this contract, for the sake of simplicity and speed, Party A may not use the certificate to confirm identity but use the password of online banking (including mobile banking) and user ID to confirm identity and transmit electronic documents through the encryption and decryption security mechanism of TLS (at least 128bit encryption); afterwards, Party A shall not claim or defend that the electronic documents are incomplete, wrong, defective, invalid or not valid because the certificate has not been used. The service items that can use the TLS encryption and decryption security mechanism shall be based on the service items set by Party B. The rest of the TLS transaction mechanism shall be based on the specifications set by the competent authority.

Article 23 Foreign exchange transaction services

While Party A conducts the business of this agreement, if it involves foreign exchange transactions, Party A agrees to comply with the following provisions:

- (1) The use of foreign exchange services of online banking shall be performed within the service hours announced on Party B's website. The service items, in addition to complying with the provisions of this agreement, agree to comply with relevant laws and Party B's announcements on the foreign exchange services on its website (including but not limited to agreed items, precautions, etc.).
- (2) Foreign exchange transaction items and the maximum limit are as follows: (Party B may adjust the daily cumulative maximum limit in accordance with the regulations of the competent authority, and it will take effect without notice, but it shall be announced on Party B's webpage for Party A's inquiries and information; Party A can set the reduction limit in the foreign exchange corporate online banking system according to individual needs.)

Foreign Exchange Transaction Items	Transaction Limit	The upper limit of foreign exchange settlement amount per business day		Quota upper limit calculation method
		Company	Individual Group	
(1)TWD settlement and purchase of foreign exchange demand deposits	Limit to the same Tax ID number	Less than USD 1,000,000 equivalent	Less than USD 500,000 equivalent	(1) The upper limit of the foreign exchange transaction is calculated separately according to the settlement/sale
(2)TWD settlement and purchase of foreign exchange time deposits				
(3)Settlement and sales of foreign exchange demand				(2) Consolidated quota of Online banking

deposits in New Taiwan dollars				and over-the-counter transactions are calculated based on the same ID number on each business day
(4)Foreign exchange demand deposits to time deposits				
(5)Conversion of different foreign currencies	Mutual transfers are limited to the same unified foreign currency account			
(6)Outward remittance	Prior agreement is required			
(7)Agreed Account Transfer Transaction	Limited to the same currency and need to be agreed in advance			

- (3) The exchange rate is determined according to the foreign exchange spot exchange rate announced by Party B when Party A conducts foreign exchange transactions using online banking. However, if the exchange rate in the foreign exchange market fluctuates violently, Party B may temporarily suspend all foreign exchange services of online banking.
- (4) The agreed account transfer transaction in the foreign exchange service provided by online banking refers to the transfer of the "Foreign Currency Demand Deposits", "Foreign Currency Composite Deposits" and "TWD Deposit" opened by Party A with Party B to the " Foreign Currency Demand Deposits ", "Foreign Currency Composite Deposits" and "TWD Deposit" opened by Party A with Party B (excluding TWD deposits transferred to TWD deposits), or the transfer of the "Foreign Currency Demand Deposits" and "Foreign Currency Composite Deposits" opened by Party A with Party B to the "Foreign exchange current deposits" and "Foreign exchange comprehensive deposits" opened by a third party with Party B. The transfer-out account or transfer-in account shall be agreed in writing with Party B in advance. When each transfer transaction is completed, it is binding on Party A and cannot be changed.
- (5) When Party A handles foreign exchange declaration through the Internet, it shall report in detail in accordance with the regulations of the competent authority, and fill in the form of the declaration provided by the bank website; Party A handles foreign exchange transactions that amount are less than NT\$500,000, and may complete the transaction directly after reporting the nature of transaction. **However, those foreign exchange transactions equivalent to NT\$500,000 or more, would be considered complete after acquiring government agency or financial XML certification to verify nature of declaration nature is correct. Also Party B confirm transactions in accordance in regulation of "Foreign Exchange Receipts and Disbursements or Transactions".** The bank will send the online foreign exchange transaction media completed by the declarant to the Central Bank along with the foreign exchange transaction daily report next business day.

- (6) Party A uses **the Internet to declare foreign exchange settlement in TWD, and if it finds out that it break up the whole into piece or the declaration is false, Party A should handle the declaration of foreign exchange settlement in TWD dollars** at bank counter in the future.
- (7) Party A make a remittance to the account opened by Party A or a third party in other banks, Party A shall apply for the "Foreign Exchange Outward Remittance Service" (hereinafter referred to as "remittance service") of online banking separately and must first contact with Party B agrees in writing on the payee and payee's information on the foreign exchange remittance while Party A conducts online foreign exchange business transactions.
- (8) When Party A uses the remittance service, Party B shall handle it by direct remittance (send only one telegram). Handling fees and related fees incurred for handing remittance, Party A agrees that Party B, the intermediary bank, and Party B's depository bank withhold from the remittance amount. Aforesaid fees incurred by the beneficiary bank for handling the remittance use, shall be handled in accordance with the regulations of the beneficiary bank. Party A authorizes Party B or Party B's depository bank to remit the remittance in any method that consider appropriate, and any bank may be chose as an intermediary bank if necessary. If Party B assists in tracking and inquiring about the remittance at the request of Party A, the postage and handling fees (including but not limited to overseas Fees charged by the bank) shall be borne by Party A.
- (9) Party A agrees with Party B that if there is any error in the information of the payee and the beneficiary bank of the foreign exchange remittance, or due to other reasons not attributable to Party B, cause foreign exchange remittance is wrong, delayed, cannot be delivered or cannot be completed, Party B shall disclaim any responsibility. In the event of the above-mentioned incidents and handling procedures such as remittance refund or remittance transfer, if Party B assists in handling the remittance at the request of Party A, the required postage, telecommunications and handling fees (including but not limited to fees charged by foreign banks) shall be borne by Party A.**

Article 24 Information system security

1. Party B and Party A shall each ensure the security of the information system used to prevent unauthorized access to, acquisition of, tampering with, or destruction of business records or personal data of customers.
2. In the event that a third party breaches the protection measures of Party B's information system or exploits a loophole in the information system, Party B shall bear the burden of proof that such fact does not exist.
3. Party B shall be responsible for any damage to Party A caused by third party intrusion into Party B's information system.

Article 25 Confidentiality obligation

1. In addition to other legal requirements, Party B shall ensure that the information obtained from Party A through the use or execution of this Agreement shall not be divulged to third parties and shall not be used for purposes unrelated to this Agreement, and shall subject third parties to the confidentiality obligations of this Article if Party A agrees to inform them.
2. If a third party does not comply with this obligation of confidentiality, it shall be considered a breach of the obligation.

Article 26 Liability for damage

Party B and Party A agree that if the transmission or receipt of electronic documents in accordance with this Agreement is delayed, omitted or erroneous for reasons attributable to one of the parties, and the other party suffers damage, that party shall be liable only for the damage incurred by the other party.

Article 27 Record retention

1. Party B and Party A shall keep records of all electronic documents of transaction instructions and shall ensure their authenticity and integrity.
2. **Party B shall fulfill the duty of care of a good administrator in the preservation of the records in the preceding paragraph. The retention period is more than five years, but other laws and regulations with longer provisions shall follow the provisions.**

Article 28 Validity of electronic documents

Party B and Party A agree to use electronic documents as the means of representation and the electronic documents exchanged in accordance with this contract shall have the same effect as written documents. However, except where otherwise excluded by law.

Article 29 Termination of Agreement by Party A

Party A may terminate this Agreement at any time, but shall do so in person, in writing or by mutual agreement.

Article 30 Termination of Agreement by Party B

1. **If Party B terminates this Agreement, it shall notify Party A in writing 30 days prior to the termination date.**
2. **Party B may terminate this Agreement at any time by written or mutually agreed notice to Party A if any of the following occurs:**
 - (1) **If Party A assigns the rights or obligations of the contract to a third party without Party B's consent.**
 - (2) **If Party A claims bankruptcy under the Bankruptcy Law or claims rehabilitation or liquidation under the Consumer Debt Clearance Statute.**
 - (3) **If Party A violates the provisions of Article 21, Article 24 and Article 25 of this Agreement.**
 - (4) **If Party A violates other provisions of this Agreement and fails to perform after reminders or requests for performance within the deadline.**

Article 31 Mobile banking service

- (1) While Party A applies for online banking, it will also activate the use of mobile banking service. By using mobile banking, Party A agrees to use the user ID and password of online banking to sign in to mobile banking for various service functions; the actual service items are based on the services currently provided by Party B's mobile banking service system and the new services to be added in the future. Party A's user ID and password are applicable to both online banking and mobile banking, but the same user ID and password cannot be used to access both online banking and mobile banking at the same time.
- (2) All transaction regulations and service settings of mobile banking (e.g. limit, agreed transfer-out and transfer-in accounts...etc.) are the same as those of online banking and are calculated together. All existing (including past contracts and not yet cancelled) or future new settings and contracts (e.g. agreed transfer-in and transfer-out accounts...etc.) of online banking are also applicable to mobile banking. The number of password login errors

will be combined with online banking. If the password is entered incorrectly for four consecutive times, the system will automatically suspend the online banking and mobile banking privileges.

- (3) If Party A terminates the online banking service, the mobile banking service will be terminated as well. If Party A still need to use the mobile banking service, please apply for the online banking service again.

Article 32 One time password

- (1) If Party A needs to apply/change the one time password service, Party A shall present its ID card and original seal to the branch or apply through other channels provided by Party B.
- (2) After Party A has successfully applied for the "one time password" service and set up the cell phone number to receive the one time password, while Party A makes a TWD non-agreed transfer/remittance or other new transaction items on mobile banking in the future after applying for this service, Party B will send the transaction verification code to the set cell phone number via short message service through the one time password mechanism and the user will enter the corresponding verification code on the mobile banking transaction page to complete the transaction. In addition, the above setting will apply to all of Party A's current and future accounts that are open for non-contractual transfers/remittances in Taiwan dollars.
- (3) Party A shall take the initiative to apply to Party B for any change of the cell phone number for receiving one time password.

Article 33 Device binding service

- (1) If Party A uses mobile online banking to conduct non-agreed account transfers/remittances in TWD or other service items identified by Party B, it must complete the device binding before using the bound device for the aforementioned transactions or service items.
- (2) Party A's mobile online banking can only be bound to one mobile device. If the mobile online banking is reinstalled or the mobile device is replaced, Party A must re-bind the mobile device, and the original bound mobile device will be automatically unbound.

Article 34 QR Code payment application

- (1) After Party A agrees to activate the Taiwan Pay service of Party B's mobile banking, it can scan the QR Code through mobile banking to conduct transactions such as transfer, domestic and foreign consumption deduction, and tax payment. The account using this service must have applied for transfer to the agreed or non-agreed account, and the various transaction limits shall be handled in accordance with the personal online banking and mobile banking transaction limit announcement disclose on Party B's website.
- (2) When Party A uses mobile banking to carry out QR Code consumption deduction in foreign authorized stores, Party A authorizes Party B to process and convert into TWD according to the exchange rate on the settlement date listed by the settlement agency bank Taiwan Bank in accordance with the agreement, and the converted amount shall be debited from designated account established by Party A with Party B. Party A authorizes Bank of Taiwan, the settlement agency bank, to be the foreign exchange settlement agent in the Republic of China, and agrees to handle the foreign exchange settlement procedures for foreign consumption in accordance with the relevant regulations of the Central Bank and the agreement between the two parties for the foreign QR Code consumption deduction transaction conducted by Party A. Party A acknowledges that the settlement

agency bank, Bank of Taiwan, handles the foreign exchange settlement declaration on its behalf.

- (3) When Party A uses the QR Code to make consumption deduction, refund or cancel transactions in physical or virtual authorized stores, it shall keep the transaction records by itself for verification purposes.
- (4) When Party A uses mobile banking to scan the QR Code for payment transactions, it shall check the transaction information brought by the QR Code and confirm that the content is correct before proceeding with the transaction. If there is a gap or a consumer dispute, Party B shall not be responsible for correction or compensation.

Article 35 Agreement amendment

In the event of any modification, addition or deletion to the terms of this Agreement, if Party B notifies Party A in writing or by public disclosure at the place of business or by announcement on Party B's website or by electronic document contract or other means agreed by the Parties, and Party A does not object to such modification, addition or deletion within seven days, Party A shall be deemed to have recognized such modification, addition or deletion. However, if there is any change in the following matters, Party A shall be notified in writing or by electronic document contract or by mutual agreement 60 days prior to the change, and the written or electronic document contract or by mutual agreement shall set out the contents of the change and the old and new contractual terms in conspicuous and clear words, and shall inform Party A that it may express its objection before the change takes effect, and if Party A does not object within such period, such amendment or addition or deletion shall be deemed to be recognized; and shall inform If Party A disagrees, it shall notify Party B of the termination of the agreement within the time allowed for disagreement in the preceding paragraph:

- (1) If a third party uses or steals the user ID, password, certificate, private key, or any other unauthorized circumstances, Party B or Party A shall notify the other party of the way.**
- (2) Other matters stipulated by the competent authority.**

Article 36 Document delivery

Party A agrees that the address specified in the deposit contract with Party B shall be the place of service of the relevant documents. If Party A's address changes, Party A shall immediately notify Party B in writing or by other agreed means and agree to change the address as the place of service; if Party A does not notify the change of address in writing or by agreed means, Party B shall still use the address specified in the contract or the address last notified to Party B as the address of service.

Article 37 Applicable law

1. This Agreement is governed by the laws of the Republic of China.
2. Any matters not covered by this Agreement shall be governed by the relevant provisions of the General Agreement for Account Opening of Party B.

Article 38 Court of jurisdiction

In the event of litigation arising out of this Agreement, the parties agree that the court of first instance shall be the local court in which the head office of Party B or the branch office with which Party A has business dealings is located. However, Article 47 of the Consumer Protection Act or Article 436-9 of the

Code of Civil Procedure shall not be excluded from the application of the court of competent jurisdiction for small claims. If the law has special provisions on exclusive jurisdiction, the provisions shall apply.

Article 39 Headline

The headings in this Agreement are for convenience of reference only and do not affect the interpretation, description and understanding of the relevant provisions of the Agreement.

Article 40 Copies of Agreement

This Agreement is in duplicate, with Party A and Party B each holding one copy as proof.