

## 星展銀行企業客戶電子對帳單約定條款

貴客戶向星展（台灣）商業銀行股份有限公司（下稱「銀行」）申請「企業客戶電子對帳單」服務（下稱「電子對帳單」）前，應確認已於合理期間內閱讀、充分了解及同意遵守本星展銀行企業客戶電子對帳單約定條款（下稱「本條款」）。如本條款未予規定者，悉依銀行關於帳戶之各項約定條款（包括但不限於開戶總約定書，含其後之修訂、增補及 / 或替代條款）辦理：

1. 貴客戶得依銀行同意之方式向銀行申請電子對帳單，經銀行同意申請者，由銀行定期將貴客戶之對帳單或服務相關通知以電子方式傳送至貴客戶指定之電子郵件信箱。貴客戶瞭解並同意向銀行申請電子對帳單成功者，電子對帳單將取代企業客戶實體對帳單（下稱「實體對帳單」）之寄發服務。貴客戶並同意電子對帳單之效力與實體對帳單相同，貴客戶不得主張電子對帳單不具書面要件而無效，亦不得主張銀行未履行寄發對帳單或服務相關通知之義務。
2. 貴客戶申請電子對帳單服務成功者，若貴客戶原本每月已收取本行的實體對帳單，自申請成功之日起之下二個月對帳單寄送日，銀行將同時寄發實體對帳單及電子對帳單，其後，銀行將停止實體對帳單之寄送，而寄送電子對帳單。貴客戶如向銀行申請終止電子對帳單服務者，自完成終止手續後之下個月對帳單寄送日，銀行將停止寄送電子對帳單。倘銀行依法令或契約應寄送實體對帳單予貴客戶者，銀行將於下個月對帳單寄送日開始寄送實體對帳單予貴客戶。倘貴客戶向銀行提出客戶資料約定事項變更或其他申請，導致原指定接收電子對帳單的電子郵件信箱被刪除但貴客戶未另外指定新的電子郵件信箱者，視為貴客戶向銀行申請終止電子對帳單服務，自下個月對帳單寄送日起，銀行將停止寄送電子對帳單。倘銀行依法令或契約應寄送實體對帳單予貴客戶者，銀行將於下個月對帳單寄送日開始寄送實體對帳單予貴客戶。
3. 貴客戶向銀行申請電子對帳單，貴客戶應確認所指定之電子郵件信箱係正常、有效且可使用，以供銀行寄送電子對帳單或服務相關通知至該指定之電子郵件信箱。指定之電子郵件信箱有異動時，貴客戶應立即依開戶總約定書關於通知之規定通知銀行辦理變更作業。
4. 銀行寄送電子對帳單至貴客戶指定之電子郵件信箱伺服器且未被退回者即視為已送達，但倘非因銀行之故意過失而造成傳送失敗者（包括但不限於貴客戶輸入錯誤之電子郵件信箱地址、貴客戶變更或取消電子郵件地址而未辦理變更、貴客戶端網路設備故障或運作不當等），則以銀行寄送電子對帳單至貴客戶指定之電子郵件信箱之發送時間視為已送達。貴客戶應自行注意是否定期收到電子對帳單並核對電子對帳單之內容。倘貴客戶未收到電子對帳單，應立即聯絡銀行處理，並依銀行開戶總約定書關於通知之規定變更指定之電子郵件信箱地址。
5. 貴客戶使用電子對帳單時，如因不可歸責於銀行之事由而發生電子對帳單或服務相關通知內容有遺漏、錯誤、被攔截、傳送失敗、傳送遲延時，銀行不負賠償之責任亦不擔保電子對帳單或服務相關通知之確實傳遞、及時性或準確性，惟銀行應提供必要之協助。貴客戶確認並同意儘管銀行將設置合理之安全保障措施，但銀行不擔保傳送予貴客戶之任何電子對帳單或服務相關通知之安全。且貴客戶同意承擔銀行傳送電子對帳單或服務相關通知可能遭未經授權之第三人存取之風險。儘管銀行將設置合理之安全保障措施，銀行不擔保電子對帳單服務之提供不中斷或不存在任何錯誤、電腦病毒或其他惡意、破壞性或損壞性編碼、代理、程式或巨集指令，亦不擔保任何缺陷將獲得改正。
6. 於發生下列任一情形時，銀行得暫停或終止電子對帳單服務。
  - 1) 銀行系統設備進行必要之維修及保養者。
  - 2) 發生電子通訊設備或資訊軟硬體設備故障或銀行合作之協力廠商之系統或軟硬體設備故障者。
  - 3) 由於天災及其他不可抗力之因素，致無法提供服務者。
  - 4) 貴客戶有任何違法使用電子對帳單之情事。
7. 貴客戶同意銀行得隨時修改本條款之相關規定，並依銀行開戶總約定書相關約定於銀行網站或營業場所公告或以書面或其他約定方式通知貴客戶。倘貴客戶不同意修改，得於生效日前隨時以書面通知銀行終止本電子對帳單服務。逾期未終止者，視為貴客戶已同意並接受相關修改。
8. 本條款係以中華民國法律為準據法。貴客戶與銀行因本條款涉訟時，雙方同意以台灣台北地方法院為第一審管轄法院，但法律有專屬管轄規定者從其規定。



## TERMS AND CONDITIONS FOR CORPORATE CUSTOMER E-STATEMENT SERVICE

You hereby confirm and declare that prior to applying to DBS Bank (Taiwan) Ltd (hereinafter referred to as "We") for the "Corporate Customer E-Statement" Service (hereinafter referred to as the "e-Statement"), you have thoroughly read and understood within the reasonable period and are willing to comply with the Terms and Conditions for Corporate Customer e-Statement (hereinafter referred to as the "Terms and Conditions"). Any matters not provided herein shall be governed by the terms and conditions relating to accounts (including, but not limited to the General Terms and Conditions Governing Account and subsequent amendments, additions and/or changes made thereafter):

1. You may apply for e-Statement service with us in such manner as agreed by us. With our consent to the application, we will regularly send the bank statement or service-related notification by electronic means to the e-mail address specified by you. You understand and agree that upon successful application for the e-Statement with us, e-Statements will take the place of the physical bank statements (hereinafter referred to as the "physical statement") delivery service of the corporate customer. You also agree that the e-Statement has the same effect as the physical statement and cannot claim that e-Statements are ineffective as they do not have the requirements for written forms, nor that we do not fulfil our obligation to send bank statements or service-related notifications.
2. You who have successfully applied for the e-Statement service, where you originally have received the physical statement from us every month, we will send the physical statement and e-Statement at the same time on the statement delivery day in the next two months from the date of a successful application. After that, we will stop sending physical statements and send e-Statements instead. Where you apply for termination of the e-Statement service with us, we will stop sending e-Statements to you on the statement delivery day in the next month from the date of completion of the procedures for termination. Where we shall send physical statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement delivery day in the next month. Where you apply with us for customer profile or any other changes, causing deleting the specified e-mail address to receive the e-Statement, you shall be deemed to have applied for termination of the e-Statement service with us. We will stop sending e-Statement to you on the statement delivery day in the next month. Where we shall send physical statements to you according to the laws and regulations or contract, we will begin to send physical statements to you on the statement delivery day in the next month.
3. When applying for an e-Statement with us, you shall ensure that the specified e-mail address is working, valid, and available for us to send e-Statements or service-related notifications to the specified e-mail address. You shall promptly notify us of any changes in the specified e-mail address in accordance with the notification requirements outlined in the General Terms and Conditions Governing Account
4. Any e-Statements sent by us to the e-mail server specified by you and not returned shall be deemed to have been delivered. However, where the delivery failure is not caused by our intentional or negligent mistakes, (including, but not limited to a wrong e-mail address entered by you, failure to complete procedure for change or cancellation of the e-mail address by you, failure or improper operation of network equipment at your end, and so on), the e-Statement shall be deemed to have been delivered upon the time of sending by us to the e-mail server specified by you. You shall pay attention to whether the e-Statements are received regularly and verify the contents thereof. In case no e-Statement has been received, you shall immediately contact us and change the specified e-mail address in accordance with the notification requirements outlined in the General Terms and Conditions Governing Account.
5. If, for any reason that cannot be attributed to us, any loss, error, interception, transmission failure or transmission delay of e-Statements or service-related notifications arise, we shall neither be liable for damages nor warrant reliable delivery, promptness or accuracy of e-Statements or service-related notifications; nevertheless, we shall provide you with necessary assistance. You declare and agree that, even though we will put reasonable protective measures in place, we do not warrant the security of any e-Statement or service-related notification delivered to you. You also agree to undertake the risks of unauthorized access by third parties to the e-Statements or service-related notification sent by us. Although we will establish reasonable protective measures, no warranty is given by us that services will be provided uninterrupted or free from errors, virus or other malicious, destructive or corrupting codes, agent, program or macros or that any identified defect will be corrected.
6. We have the right to suspend or terminate the e-Statement service under any of the following circumstances:
  - 1) Where our system equipment requires necessary repair and maintenance.
  - 2) Where there is failure in the electronic communication equipment or information software equipment or in the system or software/hardware equipment of our cooperative contractors.
  - 3) Where service cannot be provided due to factors of natural disasters and force majeure events.
  - 4) In cases of any illegal use of e-Statements by you.
7. You agree that we may amend the relevant provisions of the Terms and Conditions and notify you via posting it on our website and place of business, in writing or in other manners as agreed in accordance with the relevant requirements outlined in the General Terms and Conditions Governing Account. If you disagree with such changes, you may, at any time before the effective date of such changes terminate the e-Statement services by written notice to us. You shall be deemed to have consented to and accepted such changes if the service is not terminated within the prescribed period.
8. The Terms and Conditions shall be governed by and construed in accordance with the laws of R.O.C. Both of us agree that any litigation arising from the Terms and Conditions shall be submitted to the jurisdiction of the Taipei District Court of the R.O.C. for the first instance unless the exclusive jurisdiction is otherwise provided by law.