



## 電子銀行服務條款與條件修訂公告 Amendment to Electronic Banking Services Terms and Conditions

親愛的客戶，您好：

本行擬修改現行使用之企業金融「電子銀行服務條款與條件」，主要修改部分為電子銀行服務條款與條件之「第C部分」新增第10條及第12條。本次修改及增訂內容於本次變生效日後將取代先前版本之條款與條件。

詳細修訂及增訂內容請參考以下修正對照表，變更後之條款將於2021年08月31日起生效。若您不同意本次變更，得於生效日前隨時以書面通知本行終止電子銀行相關服務，並配合本行辦理終止手續；倘您於上述生效日後繼續使用您於本行之任何相關服務者，將視為您已同意並接受本次變更。

本次修訂內容詳如下列修訂比較表，為保障您的權益，請您撥冗閱讀，若您有任何疑問，歡迎您致電星展企業一線通服務專線+886-2-6606-0302 洽詢。

Dear Customer,

We hereby amend the Electronic Banking Services Terms and Conditions, with the main revision areas of Clause 10 and 12 in “Part C- Supplementary Terms and Conditions for Specific Countries” of “Electronic Banking Services Terms and Conditions”. After the effective date of the amendment, the amended terms will supersede and replace any relevant terms and conditions adopted earlier.

The content of the aforesaid amendment are attached as below table for your reference, which will be effective on August 31, 2021. If you disagree with any changes we made, you may end related electronic services and close your account by giving us a notice in writing before the effective date; if you continue to use any of your accounts after the effective date of the amendment, you are deemed to have agreed with the amendment.

The details of the comparison between the original and revised terms are attached as below table. Please read the amendment carefully to safeguard your right. Shall you have any questions on the announcement, please feel free to contact DBS BusinessCare at +886-2-6606-0302 and we shall be happy to help you.



Live more, Bank less

## 電子銀行服務條款與條件新版公告

### Electronic Banking Services Terms and Conditions Amendment

\*紅色標註為新增修訂處 Revisions are marked up in red

	調整後版本(ver 202107) New version (ver 202107)	調整前版本(ver 202101) Current version (ver 202101)
第 C 部分 - 對特定國家之補充條款與條件 Part C	<b>新增</b>	
	第 10 條 - 交易金額限制 10. TRANSACTION LIMIT	
	貴客戶確認並同意本行得不經通知 貴客戶或取得 貴客戶同意，隨時基於風險考量及實務作業控管機制設定及調整各項電子銀行服務之交易金額限制。本行就貴客戶發出超過本行所定交易金額限制的電子指令得自行決定不處理、不即時處理或逕行拒絕該電子指令。 本行就eACH台幣自動化轉帳匯款服務設有單筆不超過新台幣伍仟萬元整的交易金額限制。本行對於 貴客戶因交易限額之設定、調整及變動而遭受或承擔任何(直接或間接)損失、損害、費用或支出，不承擔任何責任。 You acknowledge and agree that we may, without notice to you or your consent, set and adjust the transaction limit for any EB Services based on risk management and operational controls at any time. We may, at our sole discretion not to process, delay processing or refuse to process relevant Electronic Instruction(s), which transaction size exceeds the transaction limit set by us. We have set limit on single transaction size at TWD 50 million for IDEAL eACH NTD automatic account transfer transaction. We will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly), which you may suffer or incur arising from the setting, adjustments and changes of transaction limit by us.	無此條
第 C 部分 - 對特定國家之補充條款與條件 Part C	<b>新增</b>	
	第 12 條. 企業客戶使用企業網路銀行主機對傳服務有關外幣跨幣別轉帳匯款服務條款 12. Additional Terms and Conditions of DBS IDEAL Corporate Connectivity transaction with FCY cross-currency payment	
	貴客戶向本行申請使用企業網路銀行主機對傳服務有關交易，於交易進行中如涉及外幣跨幣別轉帳匯款，貴客戶聲明已確實瞭解並同意以下條款： 12.1 適用匯率 貴客戶使用企業網路銀行主機對傳服務涉及外幣跨幣別轉帳匯款時，貴客戶瞭解並同意就特定金額以下且符合本行要求之外匯交易，本行得參考交易執行當時本行之牌告匯率及市場變動情形，提供該筆外匯交易的適用匯率，並於同一交易日依此匯率執行外匯交易指示(下稱「適用匯率」)。上開依適用匯率執行的外匯交易不包括任何涉及新台幣或人民幣之交易，亦不包括任何依交易性質須徵提外匯收支或交易申報書及/或相關證明文件正本之交易。貴客戶認知並瞭解適用匯率與本行於交易當時對外揭示的牌告匯率不一定相同，而本行得依適用匯率計算並自貴客戶帳戶內扣取交易金額執行交易。貴客戶瞭解本行提供上開適用匯率及其條件限制同時取決於適用之法律與法規及有關條款之規定及本行之風險控管措施，本行並得據以調整服務內容，毋須另行通知 貴客戶。 12.2 貴客戶確認已瞭解並同意接受開戶總約定書所載關於承作外匯交易須承擔日後兌換為新臺幣或其他幣別可能產生之外匯風險，並於承作時審慎評估。於一快速波動的市場內，當 貴客戶使用企業網路銀行主機對傳服務進行外匯交易向本行下達交易指示時，如本行就該貨幣組合提供任何報價，僅表示本行原則上同意與貴客戶進行交易的價格，除此之外不得供 貴客戶於其他方	無此條



面使用或依賴。本行並未明示或暗示擔保所報價格即是當時之市價或可於他處取得之價格。

12.3 貴客戶同意使用企業網路銀行主機對傳服務所為之匯款交易指示如因任何原因無法於同一交易日成功執行，本行保留取消、撤銷或修改該等交易的權利。貴客戶應承擔由本行全權決定之取消、撤銷或修改交易而引起的任何損失、費用、成本、稅金或支出（包括但不限於因市場匯率變化產生的外匯差額而致本行應支付或可能支付的取消或平倉費用或其他成本）。

12.4 風險揭露 貴客戶同意，任何貴客戶使用企業網路銀行主機對傳服務而進行的交易皆存在風險。貴客戶在考慮進行任何交易前均應依據貴客戶的目標、經驗、財務狀況、風險管理、營運資源及其他有關之條件，考量自身是否適合從事該筆交易。貴客戶進行任何交易之前，應先瞭解及確認該筆交易的各項風險，以及貴客戶在損失風險上的曝險性質和程度。貴客戶瞭解並且願意承擔與所從事交易相關的所有風險。

在此將貴客戶可能面臨的風險種類列舉說明如下；惟其目的並非揭露貴客戶從事外匯交易、財務交易或衍生性金融商品交易時之所有風險或其他應考量之事項：

- (a) 市場風險 政治、金融或整體經濟發展因素可能導致市場失靈的一般風險。特別是，匯率的變化可能是不可預測、突發且重大變動，其可能受到複雜且相互關聯的全球性及區域性之政治、經濟、金融或其他因素影響，這些因素可能直接或間接影響相關貨幣進行交易的貨幣市場。
  - (b) 信用風險 任何交易均面臨本行的信用風險。
  - (c) 法律及執行風險 如果發生違約，例如由於一方信用狀況惡化而導致違約，將面臨法律與執行問題方面的風險。
  - (d) 流動性風險 從實現特定財務及風險管理目標所帶來之利益，可能因重大的流動性風險而被抵銷。
  - (e) 作業風險 確認有適當而充分的內部控制系統及機制是必要的，以監控可能出現且可能相當複雜的各類型風險。
  - (f) 新興市場 因新興市場具有高度的不可預測性，且未能提供該等市場上的參與者足夠的法令監管和保護機制，因此涉及新興市場的交易具有更高的風險。
- 貴客戶亦確認，在電子平台上進行交易時，將面臨與電子交易系統有關的風險，如硬體或軟體出現問題、人為疏失、網路連結問題、電腦病毒、系統當機、電力中斷等風險。

12.5 外匯資訊申報 貴客戶同意交易匯款性質與相關申報資訊應遵循中央銀行之規範，並參閱中央銀行網站之最新公告<https://www.cbc.gov.tw/np-297-1.html>。貴客戶確認已充份認知及瞭解倘外匯申報義務人申報不實，依管理外匯條例第20條第1項規定，得處新臺幣3萬元以上，60萬元以下罰鍰。

When you apply for DBS IDEAL Corporate Connectivity transactions, you acknowledge and agree below terms and conditions for implementing FCY cross-currency payment:

12.1 Rate You understand and agree that for transactions which are below certain amount and requirement, the bank can offer confirmed board rate(applied rate) for this transaction based on prevailing market rates and changing market condition to implement the transaction on transaction date. The transactions shall not involve New Taiwan dollar or Renmibi transactions and not require for any document such as Declaration Statement of Foreign Exchange Receipts. You acknowledge that applied rate may be different from prevailing market rate, and the bank can adopt applied rate to deduct transaction amount from your certain account. You understand that the bank offers applied rate and conditions as a result of applicable laws, regulations and risk control mechanisms. The bank reserves the right to modify this service without the obligation to inform you.

12.2 You confirm, understand and agree that risks mentioned in General Terms and Conditions that relevant FX risk might involve in currency conversion into New Taiwan dollar or other currencies. The prices quoted is the price at which we are willing in principle to enter a Transaction with you for a currency pair and should not be relied on or used in any other context. we make no express or implied warranty that any quoted prices represent market prices or prices available elsewhere.

12.3 You agree if you fail to settle any Transactions executed via DBS IDEAL Corporate Connectivity on the transaction date, we reserve our right to cancel, rescind or modify the price of such Transaction and you must pay all our charges, costs and expenses, if online transactions failed to execute on the settlement date(including without limitation to any loss, fees, costs from market exchange rate changes).

12.4 Risk Disclosure You agree that any Transactions involving DBS IDEAL



Corporate Connectivity are subject to risks. Before considering any Transaction, you must consider whether the Transaction is appropriate in light of your objectives, experience, financial, risk management and operational resources and other relevant circumstances. Before entering into any Transaction involving FX, you should inform yourself of the various types of risks and the nature and extent of the exposure to risk of loss and you understand and are willing to assume the risks associated with such Transactions.

The following are given as illustrations of the types of risks which you may encounter and does not purport to disclose all of the risks or other relevant considerations of entering into foreign exchange, treasury and derivative transactions.

- (a) Market Risk. There is a general risk of market failure which arises from political or financial or macro-economic developments. In particular, changes in exchange rate(s) can be unpredictable, sudden and large and may be affected by complex and interrelated global and regional political, economic, financial and other factors that (directly or indirectly) can affect the currency markets on which the relevant currency(ies) is traded.
- (b) Credit Risk. Any Transaction may subject to the credit risk of the Bank.
- (c) Legal and Enforcement Risks. There is a risk that default due to, for example, credit failure, will lead to consequential legal and enforcement problems.
- (d) Liquidity Risk. The benefits of customization in achieving particular financial and risk management objectives may be offset by significant liquidity risks.
- (e) Operational Risk. It is essential to ensure that proper internal systems and controls are sufficient to monitor the various types of risks which can arise and which can be quite complex.
- (f) Emerging Markets. Transactions involving emerging markets involve higher risk as the markets are highly unpredictable and there may be inadequate regulations and safeguards available to participants in such markets.

You also acknowledge that trading on any electronic platform is subject to risks associated with electronic trading systems, such as hardware or software or human failures, connectivity problems, computer viruses and system or power failures.

#### 12.5 Foreign exchange information declaration

You agree to comply with Central bank of China laws and regulations regarding transaction purpose code and relevant declaration information and refer to the latest announcement on Central bank of China official website:

<https://www.cbc.gov.tw/tw/np-297-1.html>. You confirm that you acknowledge and understand if involving intentional omission of declaration or making untruthful declaration shall be subjected to a fine of more than NT\$30,000 and less than NT\$600,000.