

親愛的客戶,您好:

本行修改現行「消費金融開戶總約定書」·新增第二章壹拾、收兌外幣票據申請約定事項。有關收兌外幣票據申請約定事項·除收兌外幣票據申請上已載明者·將依本次新增約定事項條款辦理。詳細增訂內容請參考以下 修正對照表·增訂後之條款將於 2025 年 10 月 1 日起生效。

消費金融開戶總約定書 修訂 (說明版本:2025.10)					
Ž	修訂條文(Ver2025.10)	現行條文(Ver2025.07)	生 效 日		
文	第二章 存款及黃金帳戶約定帳戶	第二章 存款及黃金帳戶約定帳戶	2025/10/1		
	壹拾、收兌外幣票據申請約定事項	壹拾、終止 (原終止約定事項移至壹拾壹)			
	 壹拾、收兌外幣票據申請約定事項 立約人瞭解且同意遵守本約定申請代收外幣票據事項各條款條件‧本約定事項未特別規定者‧則適用一般約定事項。 一、立約人同意如因票據正由本行審核處理中‧致不能及時完成票款結付手續‧而使立約人蒙受匯率變動損失時‧概由立約人自行負擔‧與本行無涉。 二、立約人茲擔保所委請本行代收之外幣票據‧絕無偽造、變造或其他瑕疵‧若事後證實確有上述瑕疵而致本行蒙受損失時‧立約人願負全部責任。 三、立約人委請本行代收之外幣票據‧經本行遞送後‧如非因可歸責於本行之事由致票據遺失、毀損或遲延所引起之損失‧概與本行無關‧立約人願自負其責。 四、立約人申請本行委託本行代收之外幣票據‧若於受領本行所墊付之票款後‧發生退票(包括票款收妥進帳前及票款收妥進帳後之退票)〉知收或其他糾葛時‧不問理由為何‧且無論退票之原件票據是否寄還本行﹐一經本行通知﹐願立即償還上項票款本金、利息及各項費用。如立約人在本行有存款或對本行有任何債權‧不問其存款(債權)種類、性質為何(支票存款除外),均同意本行有權將任何立約人存於本行之各項存款為提前清償‧本行得延行扣抵贖票所需款項。如其存款為支票存款‧則支票存款帳戶視為終止‧本行應立即返還該支票存款戶所餘存之款項(縱立書人已簽發之支票或由本行擔任擔當付款人之本票尚未獲付款者‧亦同)‧並得延行扣抵立約人積次本行之各項金額。若因本行扣抵後乃致存款不足發生退票情事‧其責任由立約人自員‧與本行無涉‧前開利息之計息期間‧自本行撥款日起算至立約人清償票款日為止(扣除原已收取利息之天數)‧利率則依民法所定之法定利率計算。 五、立約人時解立約人向本行無涉。前開小息之計息期間‧自本行撥款日起算至立約人清價票款日為止(扣除原已收取利息之天數)‧利率則依民法所定之法定利率計算。 五、立約人時解立約人向本行無涉代之外幣票據應適用付款地之相關法令‧即令票款已結付予立約人,仍可能遭退票‧立約人均願遵守該等法令‧絕無異議。 六、立約人委請本行委託本行代收之外幣票據應適用付款地之相關法令‧即令票款已結付予立的人,仍可能遭退票‧立約人均願遵守該等法令‧絕無異議。 六、立約人委請本行委託本行代收之外幣票據‧因故不能完現而遭退票時‧除以書面委託經本行同意者外‧本行無稅率在行代收之外幣票據‧因故不能完現而遭退票時‧除以書面委託經本行同意者外‧本行無稅等。 	壹拾、終止 (原終止約定事項移至壹拾壹)			
	七、本行得自由選定本行之任何通匯銀行為代收銀行·縱然立約人自己指定代收銀行·本行亦得自由變更·絕無異議。 八、立約人委請本行委託代收之外幣票據·本行為防止遺失·保全債權或依照銀行慣例·得在票據上或 其背面作任何文字或符號之記載。此項記載遇退票時·本行無回復原狀之義務·得逕將記載有該文 字或符號之票據退還立約人·立約人絕無異議。				
	力、立約人委請本行委託代收之外幣票據·其應繳納之手續費、郵電費及其他相關費用概由立約人負擔。本行以電信方式詢問票據之有關事項所生之費用·亦同。 十、立約人願意遵守國際商會所修訂現行適用之「託收統一規則」各條款之規定。 十一、其他收兌外幣票據相關事宜,悉依本行關於帳戶之條款(包括但不限於一般約定事項,含其後之修訂、增補及/或替代條款)辦理。立約人並願遵守有關法令及本行各項章則及銀行公會所訂現在及				

將來之一切規章並配合辦理相關申報程序,提供證明文件或其他相關事項。	
Section 10 Foreign Currency Cheque Collection Terms and Conditions	Section 10 Termination (The original "Termination" provision has
The Undersigned acknowledges and agrees to comply with all terms and conditions stipulated herein for the collect foreign currency cheques. For matters not specifically provided herein, the General Terms and Conditions of the Bank shall apply. I. The Undersigned agrees that if the cheque settlement process cannot be completed in a timely manner due to the	been moved to Clause 11.)
Bank's ongoing review and processing of the cheque, resulting in exchange rate fluctuation losses for the Undersigned, such losses shall be borne solely by the Undersigned and shall not be the responsibility of the Bank.	
II. The Undersigned guarantees that the foreign currency cheques submitted to the Bank for collection are free from forgery, alteration, or other defects. If any of the above defects are subsequently proven to exist, causing losses to the Bank, the Undersigned shall assume full responsibility for such losses.	
III. In cases where the Undersigned requests the Bank to collect a foreign currency cheque, and after the cheque is dispatched by the Bank, should the cheque be lost, damaged, or delayed for reasons not attributable to the Bank, the Undersigned shall bear all resulting losses.	
IV. If the Undersigned requests the Bank to collect foreign currency cheques and, after receiving the advance payment from the Bank, such cheques are dishonored (including before or after proceeds are credited), underpayment occurs, or disputes arise, regardless of the reason and irrespective of whether the original dishonored cheque is returned, the Undersigned agrees, upon the Bank's notification, to immediately repay the principal amount, interest, and related expenses. Furthermore, if the Undersigned maintains deposits or has any claims against the Bank (of any type or nature, except for demand deposit accounts), the Bank shall have the right to offset such deposits against the repayment obligations without further notice. If the deposits are in the form of demand deposits, such accounts shall be deemed terminated, and the Bank shall immediately return any remaining balance to the Undersigned (regardless of any outstanding checks or promissory notes for which the Bank is the paying agent). The Bank may offset such balances against the Undersigned's indebtedness. Should such offset result in insufficient funds leading to dishonored items, the Undersigned shall bear full responsibility. Interest shall accrue from the date of the Bank's advance until full repayment by the Undersigned (less any interest already collected). The applicable interest rate shall be calculated in accordance with the statutory rate prescribed under the Civil Code of the Republic of China.	
V. The Undersigned acknowledges that the collection of foreign currency cheques is subject to the laws and regulations of the place of payment. Even if proceeds have been credited to the Undersigned, cheques may still be dishonored, and the Undersigned agrees to comply with such laws without objection.	
VI. In the event a foreign currency cheque collected by the Bank is dishonored, the Bank shall have no obligation to prepare a protest or undertake other statutory procedures to preserve rights on the cheque, unless otherwise instructed in writing by the Undersigned and accepted by the Bank.	
VII. The Bank reserves the right to freely select any correspondent bank for collection purposes. Even if the Undersigned designates a specific bank, the Bank may change such correspondent bank at its discretion, and the Undersigned shall not object.	
VIII. For foreign currency cheques collected by the Bank, in order to prevent loss, preserve claims, or in accordance with banking practices, the Bank may record notations or symbols on the cheque or its reverse side. In the event of dishonor, the Bank is not obliged to restore the cheque to its original state and may return it with such notations to the Undersigned, who shall raise no objection.	
IX. All fees, charges, cable expenses, and related costs incurred in connection with the collection of foreign currency cheques shall be borne by the Undersigned. Any telecommunication charges incurred by the Bank inquiring about cheque-related matters shall also be borne by the Undersigned.	
X. The Undersigned agrees to abide by the provisions of the currently applicable Uniform Rules for Collections as revised by the International Chamber of Commerce (ICC).	
XI. All other matters relating to the collection of foreign currency cheques shall be handled in accordance with the Bank's terms and conditions governing accounts (including, but not limited to, the General Terms and Conditions, together with any subsequent amendments, supplements, and/or replacement provisions). The Undersigned further undertakes to comply with all applicable laws and regulations, as well as the Bank's rules and regulations and those established by the Bankers Association, whether current or future, and to cooperate in completing any required reporting procedures, providing supporting documents, or handling any other relevant matters.	