

MyB2B 全球帳戶管理服務 申請書暨約定書

MyB2B Global Account Aggregation Service Application Form and Agreement

授權人因業務需求茲 申請授權

終止授權 國泰世華商業銀行(下稱「貴行」)MyB2B 全球資金運籌網

(下稱「MyB2B」)之使用者(下稱「被授權人」)_____ (統一編號) _____

透過被授權人之 MyB2B 指示 貴行辦理授權人帳戶之各項交易扣款及(或)查詢服務(下稱「全球帳戶管理服務」)，茲聲明與被授權人之關係及授權項目如下：

Due to business requirement, the Applicant hereby applies for authorization

cancels authorization

in relation to Cathay United Bank (hereinafter called “the Bank”) MyB2B global fund management network (hereinafter called “MyB2B”) given to the user (hereinafter called “the Authorized Person”) _____ (GUI No.) _____ via the MyB2B instructions given by the Authorized Person to the Bank managing different transactions and/or enquiry service of the Applicant’s account (hereinafter called “Global Account Aggregation Service”), and hereby declares the relationship with the Authorized Person and the items authorized as follows:

一、 授權人茲聲明與被授權人之關係及商業利益如下：(請擇一勾選)

1. The Applicant hereby declares the relationship with the Authorized Person as follows: (Please choose one)

	關係聲明 Relationship	須檢附文件影本(註1) 重要說明(註2) Copies of documents required (Note 1) Important illustrations (Note 2)
<input type="checkbox"/>	授權公司與被授權公司為 同一公司 The company giving the authorization and the company receiving the authorization being the same company	授權公司提供及確認被授權公司資料 The company giving the authorization provides and confirms the information of the company receiving the authorization
<input type="checkbox"/>	授權公司與被授權公司為 同一集團公司 The company giving the authorization and the company receiving the authorization being companies within the same group	授權公司提供其董事局決議，提供及確認被授權公司資料包括股東及董事名冊及其於被授權公司之持股量 The company giving the authorization provides its Board Resolutions, and also provides and confirms the information of the company receiving the authorization (including information of directors and shareholders) and its shareholding in the company receiving the authorization

<input type="checkbox"/>	被授權公司持有授權公司之擁有權 The company receiving the authorization being owner of the company giving the authorization	授權公司提供其董事局決議，提供及確認被授權公司資料包括股東及董事名冊及其於授權公司之持股量 The company giving the authorization provides its Board Resolutions, and also provides and confirms the information of the company receiving the authorization (including information of directors and shareholders) and the shareholding of the company receiving the authorization in it
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註1：授權公司提供被授權公司之文件影本應加蓋「授權公司香港分行存款開戶印鑑章」並註明與文件正本相符。

Note 1: The company giving the authorization to provide copies of the company receiving the authorization, such copies to be chopped with the chop of the company giving the authorization for its deposit account opening in Hong Kong Branch certifying as true copies of its originals.

註2：授權公司要識別被授權公司的身份及當承擔其責任和後果，香港分行有權與台灣總行求證被授權公司的身份。

Note 2: The company giving the authorization to recognize the identity of the company receiving the authorization and to be responsible for its duties and liabilities. Cathay United Bank's Hong Kong Branch has the right to verify the identity of the company receiving the authorization with its Taiwan Head Office.

二、 授權項目

2. Items authorized

(一) 查詢服務

1. 授權 終止授權 查詢定期存款帳戶

2. 新增/刪除授權查詢「活存/支存帳號」(明細如下表列)：共計__個，新增__個，刪除__個

(a) Enquiry Service:

(i) Apply Cancel authorization "Fixed Deposit Account Enquiry"

(ii) Addition / Cancellation authorized enquiry of "Saving/Checking Account No." (details as follows): Total number __, Addition __, Cancellation __

新增 Addition	刪除 Cancellation	活存/支存帳號 Saving/Checking Account No.	新增 Addition	刪除 Cancellation	活存/支存帳號 Saving/Checking Account No.
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

(二) 授權轉帳匯款交易及查詢服務：

授權「活存/支存帳號」(明細如下表列)：共計___個，新增___個，刪除___個

(b) Authorized Transaction (Transfer/Remittance) and Enquiry Service:

Authorized Saving/Checking Account No.(details as follows): Total number ____, Addition ____, Cancellation ____

新增 Addition	刪除 Cancellation	活存/支存帳號 Saving/Checking Account No.	新增 Addition	刪除 Cancellation	活存/支存帳號 Saving/Checking Account No.
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

三、 授權成功E-MAIL通知：

3. E-mail notification for successful application

請填寫被授權人收受通知人之E-MAIL

Please fill in the Authorized Person's e-mail address

_____@_____.

四、「全球帳戶管理服務」應注意事項

4. Points to Note for "Global Account Aggregation Service":

(一) 服務時間：「全球帳戶管理服務」轉帳匯款交易，依地區別與交易幣別各有不同服務時間限制，詳細服務時間依「全球帳戶管理服務」網頁說明。

(a) Service time: Global Account Aggregation Service Transfer/Remittance transaction according to the different service times in relation to regions and their transaction currencies, detailed service time please refer to the web pages of Global Account Aggregation Service.

(二) 轉帳匯款限額：「全球帳戶管理服務」轉帳匯款交易限額，如為扣取台灣地區分行帳號，依 貴行與被授權人間存款綜合約定書之「國泰世華銀行外匯電子交易限額表」每日交易限額之規範，如為扣取香港分行帳號，依香港分行官方網站所公告之「網路銀行交易限額表」每日交易限額規範。

(b) Transfer/Remittance Limit: For Global Account Aggregation Service Transfer/Remittance Limit, if amount to be deducted from account of Taiwan Branch, according to the daily transaction limit of Cathay United Bank's Foreign Currency Electronic Transaction Limit Table in Taiwan Deposit Consolidated Agreement; if amount to be deducted from account of Hong Kong Branch, according to the daily transaction limit of Internet Banking Transaction Limit Table as notified in the official website of Hong Kong Branch.

(三) 客戶問題諮詢：「全球帳戶管理服務」相關問題請洽詢往來分行或貴行台灣官方網站所公告之全球網頁電話與企金服務專線(0800-818009/02-23830123)。

(c) Customer enquiries: For enquiries relating to Global Account Aggregation Service, please enquire with the branch concerned or the global website telephone and customer service hotline

(0800-818009/02-23830123) as notified in the Bank's Taiwan official website.

- (四) 授權人申辦本項「全球帳戶管理服務」係以被授權人已申辦「MyB2B」服務為必要條件；授權人申辦後，若被授權人與貴行終止被授權人之「MyB2B」服務，本項「全球帳戶管理服務」亦隨同終止。
- (d) The Applicant's application for Global Account Aggregation Service can only be made if the Authorized Person has already applied for "MyB2B" service; after the Applicant has made the application, if the Authorized Person's "MyB2B" service is cancelled, the Global Account Aggregation Service will also be cancelled as well.
- (五) 資料安全：授權人與 貴行均應確保「全球帳戶管理服務」電子訊息安全，防止非法進入系統、竊取、竄改或毀損業務記錄及資料。駭客入侵 貴行之電腦或相關設備者所發生之損害，由 貴行負擔；駭客入侵客戶之電腦或相關設備者所發生之損害，由客戶負擔。
- (e) Data safety: The Applicant and the Bank should ensure the electronic data safety of Global Account Aggregation Service, preventing unlawful entry into system, stealing, tampering or damaging business records and data. The Bank will be responsible for loss resulting from hacker's invasion of the Bank's computer or related facility; the Applicant will be responsible for loss resulting from hacker's invasion of the Applicant's computer or related facility.
- (六) 損害賠償責任：授權人與 貴行同意「全球帳戶管理服務」所傳送與接收電子訊息，因可歸責於當事人一方之事由，致有遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人僅就他方所生之損害（不包含所失利益）及其利息負賠償責任。但 貴行或其履行輔助人有故意或重大過失時，仍應就存戶所失利益負賠償責任。
- (f) Liability for loss: The Applicant and the Bank agree that the electronic messages sent and received via Global Account Aggregation Service containing omission or error attributable to one party causing the loss of the other party, that party shall only be responsible for the loss (excluding loss of profit) and interest of the other party. However, if the Bank or its servant or agent has willful or gross mistake, the Bank shall also be responsible for the Applicant's loss of profit.
- (七) 個人私隱保護：申請人瞭解「全球帳戶管理服務」之使用將不會傳送任何客戶個人資料至 貴行香港分行以外之任何地區。
- (g) Protection of personal privacy: The Applicant understands that the use of Global Account Aggregation Service will not transmit customer's personal data to any region outside the Bank's Hong Kong Branch.
- (八) 系統建置維護之外判：申請人瞭解並同意「全球帳戶管理服務」及其伺服器之建置與維護是由 貴行位於台灣的總行進行維運，然而不論「全球帳戶管理服務」及其伺服器之建置維護於香港境內或境外，貴行會採取合理及可行的行動以確保服務之安全性。
- (h) Outsourcing of system implementation and maintenance: The Applicant understands and agrees that the Bank's Head Office is responsible for the server implementation and maintenance of Global Account Aggregation Service and no matter the server implementation and maintenance is done within or outside Hong Kong, the Bank will adopt reasonable and feasible action to ensure the security of the service.

五、 授權人在此對 貴行做出如下聲明與保證，就聲明與保證之真實及完全負全部責任，並同意以下條款：

5. The Applicant hereby declares and warrants to the Bank, which declarations and warranties the Applicant shall be responsible for their truthfulness and completeness, and agrees as follows:

(一) 授權人同意並保證

(a) The Applicant agrees and warrants that:

1. 本申請書暨約定書之授權簽署係屬合法、有效，並對授權人具約束力，被授權人在授權範圍內代理授權人的任何行為效力皆歸於授權人，無需另行獲得授權人追認而對授權人產生約束力；

(i) the authorized signature of this Application Form and Agreement is legal, valid and binding on the Applicant and all acts done by the Authorized Person within the scope of authority shall be regarded as acts done by the Applicant without the necessity of the Applicant to ratify such acts before the same are binding on the Applicant;

2. 授權人不會出租、出借授權人帳戶，不會容許他人使用帳戶及不會將帳戶用於非法用途包括但不限於洗黑錢在內的非法用途，並且授權人應審查並保證被授權人亦不會將帳戶用於任何非法用途。

(ii) the Applicant shall not let out the account or allow others to use the account and shall not use the account for illegal purpose including but not limited to money laundering, and the Applicant shall check and ensure that the Authorized Person will not use the account for any illegal purpose.

(二) 被授權人透過其「MyB2B」指示 貴行執行授權人基於本申請書暨約定書之交易，而使貴行蒙受的任何索賠、追索、訴訟手續、責任、損害、損失、成本及支出（包括但不限於法律費用），授權人同意全部賠償貴行。

(b) The Applicant shall be responsible for all demands, claims, litigation, liabilities, loss, damage, costs and expenses (including but not limited to legal costs) suffered by the Bank resulting from its carrying out the Applicant's transaction under this Application Form and Agreement via the Authorized Person's MyB2B instructions given to the Bank.

(三) 授權人於本申請書暨約定書中所為之授權及聲明事項有任何變化，授權人應在該變化發生時立即書面通知 貴行香港分行，貴行香港分行有權在收到通知後之合理期間內採行必要措施。對於在處理期間執行任何指示或履行任何交易而發生的任何索賠、追索、訴訟手續、責任、損害、損失、成本及支出（包括但不限於法律費用），由授權人自行承擔責任。

(c) If there is any change in the Applicant's authorizations and declarations in this Application Form and Agreement, the Applicant shall forthwith notify the Bank's Hong Kong Branch, upon such change, the Bank's Hong Kong Branch shall have the right to take necessary steps within reasonable time after being notified. Should there be any demands, claims, litigation, liabilities, loss, damage, costs and expenses (including but not limited to legal costs) arising from execution of any instructions or performing any transactions during the time of handling such change, the Applicant shall be responsible for the same.

- (四) 授權人承認並同意 貴行有權隨時修改或終止「全球帳戶管理服務」。無論 貴行對服務內容有任何修改、撤回、變更或增加，本申請書暨約定書之授權將繼續適用於前述的服務。
- (d) The Applicant acknowledges and agrees that the Bank has the right to amend or cancel Global Account Aggregation Service at any time. No matter the Bank has any amendment, withdrawal or addition in relation to its service, the authorization in this Application Form and Agreement shall continue to apply to the aforesaid service.
- (五) 貴行「全球帳戶管理服務」若因系統異常或故障中斷服務時，不論是否可歸責於 貴行，授權人同意即時改用臨櫃、網銀或傳真交易(若有)等其他方式辦理。
- (e) If suspension of service of Global Account Aggregation Service is due to system abnormality or failure, whether or not the Bank is responsible for the same, the Applicant agrees to forthwith use other means to do the transaction such as counter, internet banking or facsimile transaction (if any).
- (六) 授權人同意因使用「全球帳戶管理服務」所為之各項交易扣款及(或)查詢等服務，同意 貴行總行及香港分行所在地之監管機構，得依當地法律規定蒐集、處理、國際傳遞及利用其個人資料。 貴行非經授權人同意或依法律規定，不得將其個人資料提供予上述機構以外之第三人使用，亦不可使用於與本約定條款無關之目的。
- (f) The Applicant agrees to deduction of fees charged for each transaction and enquiry service by Global Account Aggregation Service, and agrees the regulatory authorities where the Bank's Head Office and Hong Kong Branch situate to collect, handle, transmit internationally and make use of the Applicant's personal data in accordance with the laws. Except with the Applicant's consent and in accordance with the laws, the Bank shall not provide the Applicant's personal data to any third party other than the aforesaid regulatory authorities nor shall the Bank use the Applicant's personal data for purposes other than those as mentioned herein.
- (七) 授權人了解並同意本項業務涉及台灣本地及香港分行之跨境服務，授權人也同意 貴行因辦理本項「全球帳戶管理服務」所需，可查閱及留存授權人本項服務之相關授權及交易內容。
- (g) The Applicant understands and agrees that Global Account Aggregation Service involves cross-border service between Taiwan and Hong Kong Branch, and the Applicant agrees that the Bank for the purpose of carrying out Global Account Aggregation Service may examine and store the Applicant's relevant application for Global Account Aggregation Service and the transaction details.
- (八) 適用法律
- 本申請書暨約定書之準據法為香港地區法律。
- (h) Applicable law:
- This Application Form and Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

(九) 管轄法院

因本申請書暨約定書涉訟時，授權人同意以香港法院作為專屬管轄法院。

(i) Jurisdiction of Court:

If litigation involving this Application Form and Agreement arises, the Applicant agrees to submit to the exclusive jurisdiction of the Hong Kong courts.

六、 授權人特此聲明已詳閱上述「MyB2B全球帳戶管理服務 申請書暨約定書」，並以下列簽署表示已充分瞭解其內容且同意遵守無誤。

6. The Applicant hereby declares that the Applicant has read “MyB2B Global Account Aggregation Service Application Form and Agreement” and acknowledged the full understanding of its contents and the agreement to comply with the same by signing hereunder.

此致

國泰世華商業銀行 香港分行

Yours faithfully

Cathay United Bank Hong Kong Branch

授權人戶名：_____公司

Account Name of the Applicant: _____ Company

印鑑參考帳號：_____ 原留印鑑：

Account Number of specimen signature : _____ Original specimen :

負責人簽章：

Signature of the Applicant:

證照號碼：

Identification document number:

聯絡電話：_____ 聯絡E-MAIL：_____

Contact telephone number: _____ Contact e-mail: _____

申請日期：_____年_____月_____日

Date of application: _____ year _____ month _____ day

銀行專用(香港)

For Bank Use Only

主管Manager	經辦Maker	核對簽章S.V.	照會Checker