

傳真交易指示約定事項

1 適用順序

客戶同意就傳真交易指示服務之相關事宜，除與本行另有約定或法令另有規定者外，應適用本條約定事項及本行傳真指示表之注意事項（下稱「傳真注意事項」），如本條約定事項及傳真注意事項未予規定者，則適用總約定書之其他規定。

2 交易方式

- 2.1 客戶以傳真方式指示本行執行經核可之交易事項，應填妥本行傳真指示表，以傳真方式傳送至本行指定之傳真號碼予本行。該傳真指示須符合傳真注意事項及總約定書之規定，並加蓋約定印鑑，經本行核驗相符後，方可辦理。
- 2.2 除傳真注意事項另有規定外，傳真交易指示之受款帳戶及對象以客戶指定之帳戶及對象為限。
- 2.3 客戶於取得本行之同意後，得於交易當時無須提交取款條及其他文件單據之正本，而以傳真指示授權本行辦理本行核可之交易或申請事項。
- 2.4 若客戶擬變更預先指定之轉帳或匯款帳號及對象，須至本行或以郵寄書面辦理。

3 指示授權

客戶茲授權本行於收到客戶之傳真指示時，本行得充分信任該傳真文件之內容及簽章之正確性及真實性，並於本行核准辦理之範圍內，依客戶之指示執行該等指示交易。客戶同意該傳真文件係客戶就各該請求或指示之內容及授權之有效證據，除客戶提出反證證明本行有故意或重大過失外，客戶不得以該傳真文件原稿之內容或簽章係經他人塗改、變造或偽造等事由向本行為任何之主張或請求賠償。

4 作業截止時間

本行之作業截止時間為銀行營業日之下午3：00。任何逾此截止時間到達本行傳真機之指示，由本行於次一營業日進行該傳真指示交易。

5 指示效力

當以傳真指示辦理交易事項時，如依本行認定客戶之指示不明確、資料不全或錯誤、重覆或合理懷疑其授權或來源，或本行收到指示時，客戶之帳戶餘額不足者，該傳真指示視為無效，本行將不予執行，然本行將依傳真指示表所載之聯絡電話或傳真號碼通知客戶，由客戶另行傳真再作指示。若本行依傳真指示表內所載之連絡電話或傳真號碼通知客戶，而仍無法取得聯繫時，或客戶未於當日作業截止時間前另為正確完整之傳真指示時，客戶應自行承擔因此所生之一切責任。

Terms and Conditions for Facsimile Instructions

1 Priority of Application

For subject matters in relation to facsimile instructions, the Customer agrees that this section of Special Terms and Conditions for Facsimile Instructions and the provisions on the Bank's Facsimile Instructions Form ("Facsimile Instruction Provisions") shall apply first. Matters not provided herein shall be governed by other terms and conditions of the Master Agreement.

2 Types of Transactions

- 2.1 With regard to any transactions or queries permitted by the Bank to be made by facsimile instructions, the Customer shall fill out the Bank's Facsimile Instruction Form and send it to the Bank by fax to the Bank's designated fax number. Such facsimile instruction shall comply with Facsimile Instruction Provisions and terms and conditions of the Master Agreement and be made with the Designated Specimen, which will be verified by the Bank prior to processing.
- 2.2 Except otherwise provided in the Facsimile Instruction Provisions, the payee and the account given on the facsimile instructions are limited to those designated by the Customer.
- 2.3 With the Bank's consent, the Customer may elect not to present withdrawal slip and original copy of other documentation while conducting a transaction and authorize the Bank to process the transaction or query permitted by the Bank as indicated in facsimile instruction.
- 2.4 The Customer shall change the designated transfer or remittance account or the payee at the Bank's place of business in person or via mailing the application form to the Bank.

3 Instruction Authorization

The Customer hereby consents and authorizes that the Bank may rely on the content, as well as the genuineness and accuracy of the specimen, on facsimile instructions and process such transaction or query in accordance with the facsimile instructions to the extent permitted by the Bank upon receipt of facsimile instruction from the Customer. The Customer agrees that the facsimile instruction received by the Bank is valid evidence of its requests, instructions and authorization. Unless the Customer otherwise proves the gross negligence or willful act of the Bank, it may not assert or make any claim against the Bank based on the grounds that the content or specimen of such facsimile instruction has been altered, changed or forged.

4 Operation time

The facsimile instruction received before 3 PM of a business day shall be implemented on the same day, and the facsimile instruction received by the Bank's fax machine after 3 PM of a business day will be implemented in the next business day.

5 Effect of Instruction

In the event the Bank, at its reasonable judgment, determines that facsimile instruction given by the Customer is not clear, incomplete incorrect, or with a reasonable doubt about the authorization or source of such instruction, or the Customer's account balance is insufficient when the Bank receives the facsimile instruction, such instruction will be deemed invalid and the Bank will refuse to process as instructed. Then, the Bank will notify the Customer at the phone number or the fax number indicated on the facsimile instruction for further instruction. If the Bank fails to reach the Customer or the Customer fails to give accurate and complete facsimile instruction within the Bank's business hours on the same day, the Customer shall be solely responsible for the any consequence incurred.