開戶約定書
ACCOUNT OPENING AGREEMENT

TO : 盤谷銀行 Bangkok Bank

編號 ： CSS11207

立約人(以下簡稱「存款人」) 與泰國盤谷銀行台北分行／國際金融業務分行(以下簡稱「貴行」) 約定申請開立存款帳戶，存款人同意嗣後存款人與 貴行間所有一切有關該存款帳戶之往來均遵守本約定書辦理。

The undersigned (the "Depositor") hereby agree with Bangkok Bank Public Company Limited, Taipei Branch / Offshore Banking Branch (the "Bank") to open a deposit account(s) (the "Account") and agrees that all future transactions relating to the Account made by the Depositor with the Bank shall be conducted in accordance with the provisions of this Agreement.

壹：一般約定事項 General Terms and Conditions

第一條 開戶條件及方式 Conditions and Procedures for Account Opening

存款人開戶時應檢具 貴行所要求之各項文件交付 貴行，並須依照姓名條例使用本名，如係商號、公司等法人並應填明代表人姓名。貴行有權決定其開辦收受存款帳戶之種類及性質。嗣後遇有變動或遷移時，應隨時以書面加蓋原留印鑑通知 貴行。

In opening an account at this Bank the Depositor should provide the documents as required by the Bank and the Depositor shall use his/her real name in accordance with the Statute for Naming and if the Depositor is a legal entity, the name of the representative of the legal entity shall be expressly specified. The Bank may decide the types and nature of the deposits to be accepted by it from time to time. In case of change or moving, the Depositor should notify the Bank in writing affixed with the signature registered on the specimen signature card with the Bank.

第二條 存款 Deposit

對存入存款帳戶資金或票據之種類及形式， 貴行有權決定是否接受。存款人存入之票據，須經 貴行認可並由存款人背書後方可存入，其票款 貴行係代收性質，須俟兌現後方可支用。倘發生退票及糾葛情事，不論其存款人自行存入或由他人代為存入，所有退票款額 貴行得於通知存款人後自存款人帳內如數扣除，一經 貴行通知，存款人應即出具蓋妥原留印鑑至 貴行換回原退票據，如存款人不來換回或 貴行無法通知時， 貴行無代辦保全票據上權利手續之義務亦不負擔任何責任。

存款人委託貴行所託收之票據於運送途中，若發生票據被盜、遺失或滅失時，存款人同意授權由貴行或付款行有權（但無義務）代理存款人辦理掛失止付及聲請公示催告、除權判決等事宜。

Bank has the right to decide whether or not to be accepted the kind and form of funds of negotiable instruments to be deposited. The bill deposited by Depositor has to be approved by the Bank and duly endorsed by the Depositor before it is deposited into the account, and such bill will be collected by the Bank on behalf of the Depositor, and cannot be withdrawn from the account until the money is received. In cases of dishonored bills or disputes, the amount equal to the amount of dishonored bill should be deducted from the Depositor's account, irrespective of whether this bill is deposited by the Depositor himself or by a third party. Upon notification by the Bank, the Depositor should claim back the dishonored bill with a signed receipt affixed with the signature registered with the Bank. If the Depositor does not claim the dishonored bill or if he cannot be reached by the Bank, the Bank is under no obligation to take any measure for preserving the right and interest of the bill.

If the Depositor requests the Bank to process bills for collection of which the bills are stolen or lost or destructed in transit, the Depositor agrees the Bank or the Payee Bank (no obligation) on behalf of the Depositor to register in writing such loss, theft or destruction and further to apply public summons and the judgment of abridgement rights.

第三條 提款 Withdrawals

貴行對於簽署於取款條或存款人所簽發之支票上之印鑑或簽名，若經 貴行以善良管理人之注意核對其係與原留印鑑或簽名式樣相符，而辦理有關存款人之付款及其他相關之事項，則不論其印鑑或簽名式樣是否係經偽造、仿造、變造、盜竊、詐欺或其他不法情事而作成， 貴行概不負責。

前項經偽造、仿造、變造、盜竊、詐欺或其他不法情事而作成之印鑑或簽名式樣，如非普通眼力所能辨認者，即應認定貴行已盡善良管理人之注意義務。

In the event that the Bank has duly verified the seal or signature appearing on the withdrawal slip or the checks issued by the Depositor through the exercise of the care of a good administrator with the Bank in handling of withdrawal or any other matters concerning the account, the Bank shall not be responsible for any loss resulting from forgery, counterfeiting, alternation, sealing, deception or other irregularities of the signatures or seals.

If the preceding irregularities occurred, the seal or signature of the withdrawals cannot verified by visual inspection generally, it considered that the Bank had exercised its responsibility of the care of a good administrator.

第四條　對帳單　Account Statement

存款人得隨時要求　貴行寄送對帳單予存款人。存款人應於接獲對帳單後立即核對，如有不符，存款人應於接獲對帳單七日內，親至　貴行或以書面要求　貴行查明，並得出示 貴行已付款之票據或單據，否則即認為該對帳單所載為正確無誤，且存款人已接受該對帳單。

The Depositor may from time to time request the Bank to issue the statement of account. The Depositor should verify such statement of account immediately after the receipt of the same. In the event of any inconsistency, the Depositor should, within 7 days after the receipt of the statement of account, visit the Bank or by written notice to the Bank to check the balance and be entitled to request the Bank to furnish the bills or proof which evidence the payment, failure of which the statement of account will be deemed correct and accepted by the Depositor.

第五條　支付順序　Payment Order

貴行對於存款人提示取款條或持票人提示之支票及／或本票，一律按提示之順序支付之。倘同一或不同執票人同時提出多張支票及／或本票時，得由 貴行排列支付順序。倘同一日中，有數筆取款提領及數件支票及／或本票經執票人提示付款，而其總額超過存款人存款帳戶之存款者， 貴行得任意選擇支付之。

The Bank will always make the payment of the withdrawal slip or checks and/ or the promissory notes in accordance with the order of their presentation by the holder. If more than two checks and/ or the promissory notes are presented by the same or different holders at the same time, the order of the payment of the checks may be arranged at the discretion of the Bank. In the event that more than one withdrawal slip or check and/ or promissory note are presented by the holders on the same day and the aggregate amount exceeds the balance in the account, the Bank may make the payment at its sole discretion.

第六條　修改　Amendment

貴行得就不同之存款帳戶訂定不同之每月最低平均餘額，平均餘額未達該最低限額者，同意依　貴行規定支付手續費，且 貴行得逕自存款戶之各帳戶內直接扣取。 貴行得隨時加以修改或補充本約定書條款內容和各種帳戶服務費等，任何此種修改或補充事項，應於生效日前六十日，於　貴行營業大廳公告或於　貴行網站上公告方式通知，但有利於存款人者不在此限。倘存款人不同意 貴行之修改，得於生效日前隨時以書面通知 貴行終止與 貴行之帳戶往來關係及本約定書，逾期未終止者，視為存款人已同意並接受該等修改。

The Bank may, from time to time, establish a minimum monthly average balance for each type of a deposit account. If the Depositor fails to meet such minimum monthly average balance, the Bank shall be entitled to the payment of a service charge prescribed by the Bank and to debit same from the Depositor’s account(s) directly from time to time with the Bank. The Agreement and the various types of services and accounts may be amended or supplemented by the Bank from time to time, and any such amendment or supplement shall be announced by the Bank 60 days before the effective date, by public announcement at its business premises or on its website, except the amendment is favorable to the Depositor. If the Depositor disagrees with such amendment, the Depositor may at any time notify the Bank to terminate the deposit relationship before the effective date; otherwise we will be deemed to have agreed to the amendment.

第七條　錯帳之更正　Discovery of Error in Writing Account

因　貴行處理錯誤、誤寫帳號、戶名、金額致發生誤存入存款人之帳戶或溢付情事者，一經發覺，　貴行得不經事前通知存款人隨時自該帳戶扣除更正之，倘該存入款項業經支用，存款人應於　貴行通知後立即返還該款項。

In the event that an amount is credited or overpaid to the Depositor’s amount through an error of the Bank who miswrites the account number, title, or amount, the Bank may cancel the amount so credited at any time upon discovery of such error without any prior notification. If any of such amount is withdrawn from or paid from the account, the Depositor shall immediately refund same upon notice of the Bank.

第八條　匯入款之註銷　Cancellation of Inward Remittance

經由與　貴行有匯兌交易之銀行匯入之電匯或信匯款項，倘被該匯出行取消或該匯出行不予　貴行解匯或因其他理由使　貴行未能獲款時，　貴行得將該存款人帳戶存入額註銷。

If the Bank, after crediting to the Depositor's account the amount received from other banks with remittance transactioned relationship with this Bank, can not obtain the money remitted because of cancellation made by such other banks or failure of such other banks to settle with the Bank, or for any other reasons, the Bank may cancel the amount credited to Depositor’s account.

第九條　資料利用　Disclosure of Information

存款人（包括其負責人）瞭解並同意　貴行及　貴行所屬之總行、總行之其他海外分支機構，財團法人金融聯合徵信中心、財團法人中小企業信用保證基金、中央存款保險公司、票據交換所、財金資訊股份有限公司，美國國稅局、或受　貴行委任代為處理事務之人，或其他經　貴行之主管機關核定之機構，或其他國內外金融事務處理相關機構（含貴行之通匯行及環球銀行財務電信協會，SWIFT），於其營業登記項目或金融管理法令與稅務遵循等特定目的之範圍內，對存款人（包括其負責人）之資料為蒐集、處理、利用或國際傳輸及相互交付利用。存款人（包括其負責人）資料如有變更，並願立即通知　貴行。

The Depositor (including its responsible person) understands and agrees the Bank, head office of the Bank, the head quarter’s overseas branches and subsidiaries, Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund of Taiwan, Central Deposit Insurance Corporation, The Taiwan Clearing House, Financial Information Service Co., Ltd., United Stated Internal Revenue Service, or other institutions approved by the competent authority of the Bank, or other relevant

domestic and overseas financial affairs institution (including the Bank's correspondent banks and Society for Worldwide Interbank Financial Telecommunication, or SWIFT) may collect, process by computer, transmit internationally, deliver and use the data of the Depositor (including its responsible person) to meet the business needs described in their registered lines of business or in accordance with relevant laws and regulations, or financial management compliance or for other specific purposes. The Depositor (including its responsible person) further agrees to notify the Bank immediately of any change in such data.

第十條　費用之扣抵　Payment of Fees and Expenses

存款人以本約定書之約定為憑，授權　貴行毋須經事先之通知，得逕行自存款人帳戶內扣抵存款人應付　貴行之各項本金、利息、手續費、郵電費、承兌費、貼現息、承諾費及其他各項費用。

The Depositor authorized the Bank to debit the account, without prior notification, to debit the Depositor's account for repayment of principal, interest, handling charges, postage, cable charges, acceptance or discount charges, commitment fees and other sums payable to the Bank.

第十一條　利息/ 最低起息額　Interest / Minimum Balance Amount for Interest

除支票存款外，　貴行存款人之利息依一年365天(如為新台幣存款) 或依相關外幣存款之市場慣例(如為外幣存款)計算，均應依實際天數計息，並依　貴行規定日期結算利息，於當日營業結束後計入存款人之存款。

每一活期存款帳戶每日餘額未達起息點(活期存款：新臺幣伍仟元、外幣存款：等值美金伍佰元)者，將不予計算當日存款利息。前開起息點如有變動時，本行得隨時於六十日前在營業大廳或網站上公告，但有利於客戶者，不在此限。

Except for the check account, interest shall be calculated on the basis of a year of 365 days for New Taiwan Dollar deposits and in accordance with market practice for relevant foreign currency deposits and shall be calculated on the basis of actual number of days elapsed and method adopted by the Bank and paid on day-end of the business day.

If the daily balance of each Demand Deposit Account is less than the minimum balance amount for interest (for demand deposit: NTD5,000 and for foreign currencies deposit: USD500. or its equivalent), interest will not accrue for that day. When there is a change of the minimum balance amount for interest, the Bank may announce such change at the business premises or on its website sixty days in advance except when the change is favorable to the Customers.

第十二條　逾期提示票據　Instruments Presented after the Presentation Period

凡存款人所簽發之本票或承兌之匯票，如以　貴行為付款場所或付款人時，　貴行得認為受存款人委託付款，除有票據法第一百三十六條但書所規定之情事外，雖超過付款之提示期限，仍得由存款人帳內照付。

Except from the situations which stipulated in Article136 of Negotiable Instruments Act, the Bank may, even after the date for payment is due, debit to the Depositor's account, notes drawn and bills accepted by the Depositor in which the Bank is designated as the place of payment, and of which the Bank considers itself entrusted for the payment.

第十三條　幣別轉換　Currency Conversion

為執行各存款帳戶之交易如需將款項自一種幣別兌換成另一種幣別時，應依交易當時　貴行即期買入或賣出該外幣之匯率計算，就本約定書下各項帳戶之存款、兌換及交易，存款人應自行負責幣別兌換之申報、核准，並自行承擔各有關外匯匯率變動、兌換限制及兌換損失之風險。

Should it become necessary to convert one currency into another currency to execute an account transaction, the Bank shall apply the Bank's then prevailing spot buying/selling exchange rate for such conversion as of the date thereof. The Depositor shall be responsible for all approvals, applications or reports required for foreign exchange conversions and all risks with respect to currency fluctuations, foreign exchange conversion, and losses and restrictions in connection with the deposits and transactions of the relevant account(s) (including conversions) shall be borne by Depositor.

第十四條　不可抗力情事　Force Majeure

存款人存款限由 貴行償付。 貴行因中華民國政府或其他機關之法律、命令、行為、直接或間接的限制，或因匯兌或移轉之限制、徵收、非自願性之移轉、延期償付、戰爭、內戰、不可抗力或其他不可歸責於 貴行之事由，致未能履行本約定書之義務時， 貴行及貴行之總行、其他分行、子公司或關係企業毋須為此承擔任何責任或損失或後果。

This obligation is payable exclusively by and at the Bank. Neither the Bank, nor its head office, other branches, subsidiaries and affiliates shall be liable for any loss, damage or other consequence arising from any failure or inability of the Bank to discharge or perform its obligations hereunder, attributable to any law, regulation, act, or direct or indirect restrictions effected by the government or other authority or R.O.C., or due to restrictions on convertibility of exchange rate or transferability, requisitions, involuntary transfers, moratorium, acts of war or civil strike, or to force majeure or other similar causes beyond the control of the Bank.

第十五條 取消靜止戶 Cancellation of Inactive Account

(一) 自民國103年1月1日起，存款帳戶不再轉列靜止戶，且既有靜止戶回復為正常戶。

(二)民國101年(含)以前之靜止戶，依本行當時規定已轉列之靜止保管帳戶，本行亦於民國102年12月24日起依存款約定書條件恢復計息，惟請客戶攜帶身份証明文件親至各分行辦理結清帳戶或選擇以郵寄申請書結清帳戶（可至本行網站www.bbl.com.tw下載），如欲恢復往來，將依本行一般作業程序辦理。

Since 2014/01/1, all accounts would not be considered inactive accounts any longer and original inactive accounts would be converted to normal accounts.
Before 2012 those inactive account had transferred to "Dormant Management Account", the bank would re-start accruing interest since Dec. 24, 2013 and the customer could request for account closure through over-the-counter banking service with identity documents or mailing the application to the bank. If the customer would like to renew business relationship with the Bank, it should follow up our general operation procedure.

第十六條　合約終止　Termination

存款人與　貴行均有隨時停止存款人往來及終止本約定書之權利，並於終止之通知到達時發生效力。 貴行終止本約定書之通知依存款人最後留存於 貴行之地址寄送，視為已於通常應到達之時送達。　貴行因存款人受票據交換所拒絕往來處分而終止者，無論終止通知是否到達，以終止通知發送時為終止生效之時。本約定書終止後，若尚有存款餘額退還存款人。

Both the Depositor and the Bank have the right to close the account and terminate this Agreement at any time. The notice to terminate this Agreement shall take effect upon arrival. A termination notice shall be sent to the Depositor at the last address registered with the Bank; the termination notice shall be deemed received at the time the notice should have normally been arrived. A termination by the Bank, due to the Depositor being declared as refused by the clearing house for correspondence, shall be deemed effective when the termination notice is sent no matter whether such notice has ever been received. After termination of this Agreement, if the balance of the account is not zero, the Bank will pay to the Depositor the amount of the credit balance in the account.

第十六條之一 防制洗錢與打擊資恐　Anti-Money Laundering and Combating the Financing of Terrorism

存款人願遵守防制洗錢與打擊資恐相關規定，配合 貴行之要求，提供實質受益人或行使控制權之人等資訊，並說明逐筆交易之性質、目的及資金來源，如有違反， 貴行得逕予暫時停止交易或暫時停止業務關係，或依第十六條之規定終止業務關係。

The Depositor would follow the regulations of Anti-Money Laundering and Combating the Financing of Terrorism. The Depositor would follow the requirement from the Bank on providing information of beneficial owners (includes those persons who exercise ultimate effective control over a legal person or arrangement) and explaining purposes and funding resources of every transaction. Once any violation on related rules exists, the Bank may stop the transaction or business relationship temporarily, or terminate business relationship based on the regulation 16.

第十七條　抵銷　Set-Off

存款人若有對 貴行之任一債務到期，或經 貴行依約主張視為全部到期而未清償之情形，或有違約情事發生時，或存款人涉及以各項帳戶從事非法活動，或 貴行得依法或依約行使抵銷權時， 貴行得隨時於事前或同時通知存款人，終止本約定書下之各項存款及其他約定。 貴行有權依法逕對該等帳戶之存款逕行主張抵銷或為必要之處分或以之抵償存款人對 貴行之各項債務，如有行政機關或存款人之債權人對指定之存款帳戶主張合法權益者，亦同。 貴行所出具給存款人各項存單或其他憑證應於 貴行抵銷或抵償範圍內失其效力視為作廢，且抵銷或抵償之債務內容及先後順序均由 貴行自行選定。又，前述之抵銷如需兌換其他貨幣時，應以 貴行之決定，依據抵銷日外匯市場之即期匯率計算之。

Once any debt due, or the Bank declares in accordance with the Agreement all debt and unpaid, or any default occurs, or the Depositor is engaged in illegal act through relevant account, the Bank may at any time notify the Depositor to set-off any sum or sums standing to the credit of any one or more of the accounts under this Agreement in or towards satisfaction of any of the Depositor's liabilities to the Bank, and its other branches, whether such liabilities are already due or become due. The Bank has legally right to set-off or take disciplinary action for the Depositor to compensate all debt and any Administrative Authorities or Creditor also have right to take the legal action to the specific deposit account. And where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the spot rate exchange prevailing in such foreign exchange market as the Bank shall determine to be relevant on the date of set-off.

第十八條 金融消費爭議 Financial Consumer Disputes

存款人對貴行因商品或服務所生之民事爭議得適用金融消費者保護法之爭議處理程序（但不包括(1)經法院判決確定，或已成立調處、評議、和解、調解或仲裁；(2)純屬債務協商、投資表現或定價政策之範圍者；(3)其他爭議處理機構不予受理之情事），貴行對於財團法人金融消費評議中心所作應向金融消費者給付每一筆金額或財產價值在一定額度以下之評議決定，應予接受；評議決定超過一定額度，而金融消費者表明願意縮減該金額或財產價值至一定額度者，亦同。

前項一定額度，就投資型金融商品或服務係指新臺幣壹佰萬元，非投資型金融商品或服務則為新臺幣壹拾萬元。

倘有任何交易糾紛，存款人可向 貴行客戶服務部(02)2506-6651 提出申訴，並得依相關法令規定向財團法人金融消費評議中心要求進行調處或評議，或向行政院金融監督管理委員會申訴，或向法院提起訴訟。

The dispute handling procedures of the Financial Consumer Protection Act shall apply to any civil dispute between a depositor and the Bank over a product or service excluding the following: (i) a final and irrevocable court judgment has been rendered on the dispute, or a mediation, ombudsman, compromise, conciliation, or arbitration award has resulted in a successful resolution of the dispute; (ii) the Dispute is purely a matter of debt negotiation, investment performance or pricing policy; (iii) other matter that the Financial Ombudsman Institution decides not to initiate such dispute handling proceeding. The Bank shall accept any decision by the Financial Ombudsman Institution that requires that the Bank to make to a Consumer payment no more than (including) a

certain amount in cash or in property value; this shall also apply if the decision exceeds such as certain amount but the Consumer expressly agrees to reduce the amount in cash or in property value to such a certain amount.
"A certain amount" referred to in the preceding paragraph in NTD 1 million for an investment-type financial product/service and NTD100,000 for a non-investment-type financial product/service, respectively.
Should there be any dispute between the Customer and the Bank, the Customer may (i) file a complaint with the Bank by calling the direct line for Customer Service Dept. at (02)2506-6651, and apply to the Financial Ombudsman Institution to initiate an ombudsman or conciliation proceeding; (ii)file a complaint with the Financial Supervisory Commission; or (iii) bring a lawsuit at court.

第十九條　籌備處 Preparatory offices
存款人以公司或財團法人「籌備處」名義開立存款帳戶時，戶名應冠上「籌備處」字樣，印鑑留存則比照個人戶之方式辦理，留存其籌備處負責人之印鑑作為往來、取款之印鑑。嗣存戶取得合法登記之證照後，再持證向 貴行辦理變更印鑑、戶名為公司、行號戶。以公司籌備處名義開設活期存款戶，開戶後三個月以內，應持核准設立證件辦理更名及變更印鑑手續，或未能核准設立，應向 貴行辦理結清帳戶。
Where you have opened a deposit account in the name of a "preparatory office", the name of your account should include the words "Preparatory Office". The seal record of the responsible person of the preparatory office must be left with the Bank as the seal used for transactions and withdrawals, and will be governed by those requirements applicable to a personal account. After the account holder obtains the license of legal registration, the Bank will process your application to change the seals and name of the account into that of the company or trade name. Where a flexible savings account is opened in the name of the preparatory office of the company, you must complete the procedures for change of name and seals by presentation of the documentation of approval of establishment within three (3) months of opening of the account; or where the approval for establishment has not been obtained, you should visit the Bank to close the account.

第二十條　語言　Language
本約定書以中、英文作成。中文與英文之內容有歧異時以中文為準。
This Agreement is made in Chinese and English. In the event of any discrepancy in the meaning between the English and Chinese versions of this Agreement, the Chinese version shall govern.

第二十一條　準據法/管轄法院 Governing Law
本約定書以中華民國法律為準據法。存款人與 貴行間因本約定書之規定涉訟時，雙方同意以台灣台北地方法院為第一審管轄法院。
The Agreement shall be governed by, construed and interpreted in accordance with the laws of the R.O.C.　Should any disputes or litigation arise over or in connection with this Agreement, the parties hereto agree that the Taipei District Court in Taiwan shall be the court having non-exclusive jurisdiction.

第二十二條　其他　Others
本約定書如有未盡事宜，除由雙方另行協議訂定之外，應按照中華民國法令， 貴行及各有關機關公布之各項規章及銀行同業一般慣例辦理。
Conditions not stipulated in this Agreement shall, in addition to being discussed and agreed by the parties separately, be handled in accordance with the R.O.C. regulations, the Bank's internal rules, rules and regulations promulgated by the relevant authorities, and customs among banks.

貳：支票存款特別條款　Additional l Terms of Current Account

第一條　定義　Definition
本支票存款特別條款所用名詞定義如下：
The following terms as used in these terms shall have the meaning set forth below：

1. 「退票」：指金融業者對於提示之票據拒絕付款，經填具退票理由單，連同票據，退還執票人之謂。
   "To bounce a note" means that a financial institution that refuses to honor a note upon the presentation thereof, and after preparing a memo stating the reasons for the refusal, returns the bounced note, together with the memo, to the bearer of the note.
2. 「清償贖回」：指對於存款不足、發票人簽章不符、擅自指定金融業者為本票之擔當付款人或本票提示期限經過前撤銷付款委託等理由所退票據及退票理由單，由支票存款戶以清償票款等消滅票據債務之方法予以贖回之謂。
   "Redemption" means that by repayment of the amount payable or any other means in an effort to eliminate the debt of a bounced note, a depositor redeems the bounced note and the memo of the reasons therefore issued by a financial institution on the grounds of the insufficient deposit at the financial institution, the incorrect seal print on the note, appointment of a financial institution as the paying agent without the consent of the financial institution, or the cancellation of the appointment before the deadline of the presentation of the note.
3. 「提存備付」：指存款不足退票後，支票存款戶將票款存入辦理退票之金融業者，申請列收「其他應付款」備付之

謂。

"Lodgment" means that after a note was bounced due to insufficient deposit, the depositor pays the amount of the note into its account at the financial institution who bounces the note, and applies to the financial institution for debiting the amount as "other account payable" available for payment.

4.「重提付訖」：指退票後重新提示，於支票存款帳戶或其他應付款帳戶內付訖之謂。

" Full payment upon re-presentation" means that a note is presented again after it was bounced, and is fully paid by the relevant current account or the other account payable.

5.「註記」：指支票存款戶如有退票紀錄、清償贖回或其他涉及其票據信用之事實時，由票據交換所予以註明，備供查詢之謂。

"Recordation" means that in case a current account has a record of a bounced note, redemption or any other facts concerning the paper credit of the account, the clearing house shall note down accordingly for inquiry.

6.「終止擔當付款人之委託」：指金融業者終止受託為支票存款戶所簽發本票之擔當付款人之謂。

" Termination of appointment as a guarantee payer" means that a financial institution terminates the appointment whereby it acts as a guarantee payer of a promissory note issued by a depositor.

7.「拒絕往來」：指金融業者拒絕與票據信用紀錄顯著不良支票存款戶為支票存款往來之謂。

" Repulsion from current account" means that a financial institution refuses to deal with a depositor, whose paper credit record is noticeably poor, as a current account.

第二條　開戶文件及變更通知　Documents for Opening Current Account and Notice of Change

存款人開設支票存款帳戶時，應檢具　貴行所要求之各文件交付　貴行，並應填具支票領取證交付 貴行，經 貴行向票據交換所查詢存款人之票據信用狀況並認可後，發給存款人空白票據。印鑑卡上資料如有變更，存款戶應即書面通知貴行，如擬變更印鑑，存款戶須重填印鑑卡。存款人如為法人戶，其名稱或負責人變更，而未依前項約定辦理時，於 貴行發現該項情事並通知存款人辦理變更手續，而存款人逾一個月未辦理者，　貴行得終止支票存款往來契約，並通知存款人結清帳戶。

In opening a current account at this Bank the Depositor should provide the documents as required by the Bank and a receipt for checkbooks to the Bank. After checking Depositor's credit with the Clearance House and upon approval by the Bank, blank checkbooks will be issued to the Depositor.　In the event that the data contained in the signature card is changed, the Depositor shall immediately notify the Bank in writing.　If the Depositor intends to change the chop, the Depositor shall fill out a new signature card.　In the event that the Depositor which is a legal entity changes its name or its responsible person and fails to comply with the preceding paragraph, and fails to cure such failure within one month after the Bank discovers the failure and so notifies to the Depositor, the Bank may terminate the agreement for checking account transactions and notify the Depositor to close the account.

第三條　支票之保付　Guarantee the payment of tile check

貴行不為支票之保付，但如經存款人請求且 貴行同意者， 貴行當即交付以 貴行為付款人之支票，並從存款人支票帳戶中扣除相當之金額。

The Bank will not guarantee the payment of the check. Nevertheless, upon the request of the Depositor and the consent of the Bank, the Bank will deliver the check on which the Bank is the payer and debit the equivalent amount from the account.

第四條　委託擔當付款約定書　Agreement for the Appointment of Paying Agent

存款人以 貴行為付款人而承兌匯票及／或簽發本票時，應先訂立委託 貴行為擔當付款人之約定書，否則支票帳戶內雖有足數之餘額， 貴行得以未受委託擔當付款為理由而拒絕付款。如支票帳戶內餘額不足時， 貴行得視同存款餘額不足而為退票之處理。

If the Depositor uses the Bank a paying agent for his bills of exchange accepted and / or promissory notes issued by the Depositor, the Depositor shall first enter into an agreement with the Bank appointing the Bank as the paying agent. Without the said agreement, the Bank may refuse to pay for the reason that the Bank is not appointed as a paying agent even if there are sufficient funds in the Depositor's current account. In case the funds therein are insufficient, the bills of exchange accepted and / or promissory notes issued by the Depositor will be dishonored for insufficient funds.

第五條　本票　Promissory Notes

存款人簽發由 貴行所發給載明以 貴行為擔當付款人之本票，由 貴行自存款人名下之支票存款戶內代為付款。

前項本票，執票人提示時雖已逾付款人之提示期限，但仍在該本票自到期日起算（見票即付之本票，自發票日起算）三年之內，且存款人未撤銷付款委託，亦無其他不得付款之情事者， 貴行仍得付款。

倘因帳戶內存款不足或發票人簽章不符，致存款人所簽發之本票退票時，其退票紀錄與支票之退票紀錄合併計算。

When the Depositor issues a promissory note that is provided by the Bank to the Depositor and indicates the Bank as the guarantee payer, the Bank shall honor the promissory note with the money from the Depositor's account in the Bank.

When a bearer of a promissory note referred to in the preceding paragraph presents the promissory note for payment beyond the deadline of the presentation thereof, but is not later than three (3) yeas from the maturity of the promissory note (or from the date of issue, in the case of a promissory note at sight), and the Depositor does not cancel his or her appointment of the Bank for payment, and there is nothing preventing the Bank from making payment, the Bank may effect the payment.

When a promissory note issued by the Depositor is not duly honored due to insufficient deposit in his/her account or incorrect seal, the dishonored record shall be calculated together with the dishonored record of checks.

第六條　透支　Overdraft

存款人除與 貴行訂有透支契約外，不得簽發超過存款餘額之支票，否則以退票處理。

Unless an overdraft agreement is made with the Bank，the Depositor shall not issue my check which amount is exceeding the balance of the account. Otherwise，check will be dishonored and returned by the Bank.

第七條　退票　Dishonor

存款人違反本約定書條款時，其所簽發之本票或支票， 貴行將予以退票。 貴行應填明退票理由單，連同有關票據交還執票人。存款人若因此而發生損失， 貴行概不負責。存款人同意應繳納票據交換所規定之違約金及其他應付款項， 貴行得逕自存款人支票帳戶內直接扣抵或要求存款人提出同額款項。

Checks issued by the Depositor not in accordance with this Agreement for using promissory notes or checks will be dishonored. The Bank shall make the s1ip of Dishonored Instruments and deliver such slip and dishonored instruments to the Depositor. The Bank will not be responsible for any loss resulted therefrom. The Depositor agrees the Bank may debit penalty or any other charge which shall be paid to clearing house from the account directly, or pay the same amount to the Bank upon the Bank’s demand.

第八條　掛失止付

存款人簽發之支票或空白支票或印鑑，如有遺失或被竊盜時，應依　貴行所規定掛失止付辦法申請掛失止付，但在　貴行未接受掛失止付之書面申請以前，如有被冒領該款項情事，　貴行無需負責。

If a cheque drawn by the Depositor, a blank cheque or the seal for withdrawal is lost or stolen, the Depositor must, in accordance with the Bank’s directions for registration of loss and stop payment, register the loss with the Bank so that payment can be stopped. The Bank assumes no responsibility for money withdrawn by an imposter before receiving written notice for registration of loss and stop payment.

第九條　手續費　Service Charge

存款人簽發之票據，因存款不足而退票時， 貴行得向存款人收取手續費。前項手續費，不得逾越票據交換所向 貴行所收取手續費之百分之一百五十。

When a note issued by the Depositor is not duly honored due to insufficient deposit, the Bank may charge the Depositor service fee.　The service fee referred to in the preceding paragraph shall not exceed 150% of the service fee that the clearing house charges the Bank.

第十條　註記　Recordation

存款人於所簽發之支票或以 貴行為擔當付款人之本票退票之次日起算三年內，有清償贖回、提存備付、 重提付訖或其他涉及票據信用之情事者，得向 貴行申請核轉票據交換所依「支票存款戶票信狀況註記須知」辦理註記。

Within three (3) years from the date following the day on which a check issued by the Depositor or a promissory note issued by the Depositor and with the Bank as the paying agent was bounced, if the Depositor has taken any measure of redemption, lodgment, full payment upon re-presentation, or any other actions concerning paper credit, the Depositor may apply to the Bank for transmit the same to the clearing house for a recordation in accordance with the “Notes Regarding Recordation of the Paper Credit of Current Account Depositors”.

第十一條　限制或停止發給空白支票、本票　Limitation or Suspension of Issuing Blank Checks, Promissory Notes

存款人如有下列情事之一者， 貴行得限制發給空白支票及空白本票：

一、 已發生存款不足退票情事或經常於退票後再辦理清償贖回、提存備付或重提付訖者。

二、 使用票據有其他不正常之情事者。

貴行為前項限制時，如存款人認為限制理由不合理者，得向 貴行提出申訴。

存款人在 貴行開立之存款帳戶被扣押時， 貴行得停止發給空白支票及空白本票，但被扣押之金額經 貴行如數提存備付者，不在此限。

The Bank may limit its issuance of blank checks and promissory notes to the Depositor if any of the following events occurs to the Depositor：

l. Where the Depositor's check or promissory note has been bounced, or where the Depositor often remedies its bounced checks or notes by means of redemption, lodgment, or full payment upon re-presentation; or

2. Where any other unusual events occur to any checks or notes used by the Depositor.　When the Bank imposes the limitation referred to in the preceding paragraph, it shall notify, by written notice, the Depositor of the reasons therefore. If the Depositor considers that reasons are not justifiable, it may file a complaint with the Bank. When the deposit account opened by the Depositor at the Bank is under a legal attachment, the Bank may suspend its issuance of any blank checks or promissory notes to the Depositor, unless the attached amount is recovered in full by the Depositor by means of lodgment.

第十二條　終止擔當付款人之委託　Termination of Appointment

存款人在各地金融業者所開立之支票存款帳戶，因簽發以金融業者為擔當付款人之本票，於提示期限經過前撤銷付款委託，經執票人提示所發生之退票，未辦妥清償贖回，提存備付或重提付訖之註記，一年內達三張時， 貴行得自票據交

換所通報日起算，予以終止為存款人擔當付款人之委託三年。

前項情形 貴行終止受存款人委託為本票擔當付款人時，存款人應即返還剩餘空白本票。

In case that a promissory note issued by the Depositor with a financial institution where the Depositor has opened a current account as the paying agent was bounced upon presentation by a bearer of the promissory note due to the cancellation of payment appointment prior to the deadline of presentation, and that the Depositor failed to have the recordation of redemption, lodgment or full payment upon re-presentation, if such failure occurs three times within one year, the Bank may terminate the Depositor's appointment of the Bank as a paying agent for three (3) years starting from the Bank's receipt of a notice of the said failure from the clearing house. The Depositor shall immediately return the remaining blank promissory notes to the Bank from the Bank's termination of being paying agent for the Depositor referred to in the preceding paragraph.

第十三條　拒絕往來　Repulsion from Current

存款人在各地金融業者所開立之支票存款戶，因下列情事之一所發生之退票，未辦妥清償贖回、提存備付或重提付訖之註記，一年內合計達三張，或因使用票據涉及犯罪經判刑確定者， 貴行得自票據交換所通報日起算，予以拒絕往來三年：

一、 存款不足

二、 發票人簽章不符

三、 擅自指定金融業者為本票之擔當付款人

前項各款退票紀錄分別計算，不予併計。

In case that a promissory note or a check issued by the Depositor is bounced by any of the financial institutions where the Depositor has opened a current account due to any of the following reasons, and that the Depositor fails to have the recordation of redemption, lodgment or full payment upon re-presentation, if such failure occurs three (3) times within one (1) year, or in case that the Depositor is conclusively convicted for criminal offense in connection with misuse of notes or checks, the Bank may refuse to deal with the Depositor for three (3) years starting from the Bank's receipt of a notice of the said failure from the clearing house：

l . Insufficient amount of deposit；

2. Incorrect seal of the drawer；or

3. Appointment of a financial institution as a paying agent without that financial institution's consent.

The record of a bounced note due to any of the reasons referred to above shall be counted individually rather than collectively.

第十四條　終止支票存款往來約定之處理　Effect of Suspension of Current Account Relationship

存款人被列為拒絕往來戶，或因其他情事終止支票存款往來之約定時，存款人應即結清帳戶並返還剩餘空白支票及本票。

When the Depositor is named an account refused by any financial institutions, or when the current account deposit agreement between the Depositor and a financial institution is terminated due to any other reason, the Depositor shall immediately settle the account and return the blank checks and promissory notes.

第十五條　公司重整之暫予恢復往來　Temporary Resumption of Account Upon Reorganization of Company

存款人如為公司組織，於拒絕往來期間屆滿前，經法院裁定准予重整後，得向 貴行申請核轉票據交換所辦理重整註記；經重整註記者， 貴行得暫予恢復往來。

前項公司在暫予恢復往來之日起至原拒絕往來期間屆滿前再發生存款不足退票， 貴行得自票據交換所再通報之日起算，予以拒絕往來三年。

If the Depositor is a company and is ruled by a court for reorganization prior to the expiration of the repulsion period, the Depositor may apply to the Bank for referring the Depositor's reorganization to the clearing house for recordation. The Bank may temporarily resume transactions with the Depositor after the said recordation.

If a note or a check issued by the Depositor as referred to in the preceding paragraph is dishonored during the period starting from the date of temporary resumption of transactions to the expiration of the repulsion period, the Bank may refuse to deal with the Depositor for three (3) years starting from the Bank's receipt again of a notice of the above dishonor from the cleaning house.

第十六條　請求恢復往來　Request for Resumption of Transactions

存款人如經拒絕往來而有下列情事之一，經 貴行同意後，得恢復往來並重新開戶：

一、 拒絕往來期間屆滿。

二、 構成拒絕往來及其後發生之全部退票，均已辦妥清償贖回、提存備付或重提付訖之註記。

After having been refused by a financial institution, with the Bank's consent, the Depositor may, in either of the following events, resume transactions with the Bank and open a new account at the Bank:

I. Where the repulsion period expires; or

2. Where the dishonored notes or checks that caused the repulsion and other dishonored notes or checks that occurred after the repulsion have all been settled by means of redemption, lodgment or full payment upon representation, and such records has been noted.

第十七條　彙整資料及提供查詢　Compilation of Information and Availability for Inquiry

存款人同意 貴行以票據交換所為彙整退票紀錄及拒絕往來資料處理中心，並同意該所將存款人之退票紀錄、被列為拒絕往來戶及其他有關票據信用之資料，提供予他人查詢。

The Depositor agrees that the Bank may use the clearing house as the center for handling compilation of the bounced note record and repulsion information of the Depositor. The Depositor also agrees that the record of its bounced notes and information the Depositor being a refused account, ad well as any other information relating to the Depositor's paper credit may be made available for inquiry by other persons.

參： 定期存款特別條款 Additional Terms of Time Deposit Account

第一條 到期處理 Dispose upon Maturity

本存款之利息依每筆定期存款存單上所示之期間、利率及 貴行所定之付利單位計算。外幣定期存款期日屆滿後之利息，自屆滿日至解約日之前一日為計算期間，按解約日之該外幣活期存款利率計算。新台幣定期存款期日屆滿後，存款人逾期提取者，其逾期利息應按提取之日 貴行活期存款牌告利率折合日息單利計息。惟定期存款到期日至提取日期間， 貴行活期存款牌告利率有調整者，應按調整後之牌告利率分段計息。

The interest accrued on the Deposit shall be calculated based on the interest rate, period and interest denomination fixed by the Bank as described in the Certificate of Time Deposit. If the Depositor withdraws the foreign currency deposit after the maturity, the interest rate shall be calculated based on such foreign currency demand deposit rate as of the withdrawal date, in the period between the maturity date and the day prior to the withdrawal date. If the Depositor withdraws the New Taiwan Dollar Deposit after the maturity, the interest rate for the period between the maturity date and the withdrawal date shall be the New Taiwan Dollar demand deposit rate posted by the Bank. In the event the New Taiwan Dollar demand deposit rate posted by the Bank change in the period from the maturity date to the withdrawal date, the interest rate shall be adjusted accordingly.

第二條 提領外幣現金之處理 Withdraw with Foreign Currency

到期日或中途解約時存款人請求以外幣現金提領外幣定期存款者， 貴行得視庫存現金情況或依外匯有關法令，按 貴行所定之匯率換算支付等值之新台幣。

If the Depositor requests to withdraw foreign currency from the Depositor’s foreign currency time deposit upon maturity or early termination, the Bank may consider its cash volume kept in vault or in accordance with relevant foreign exchange laws pay the aggregated amount in New Taiwan Dollars equivalent to the withdrawal described in the deposit based on the exchange rate fixed by the Bank.

第三條 到期提領 Withdrawal upon Maturity

定期存款到期而為提領時，存款人應持留存之印鑑、身分證或事業團體證照（證照如係影印本應加蓋該存款人印章並提示負責人身分證），或經 貴行同意之其他文件領取本息。

Upon file maturity and withdrawal of the time deposit, the Depositor shall present his／its seal, I.D. card or business license (if a photocopy of the business licensee is presented, such copy shall bear the seal of the Depositor and the I.D. card of its responsible person) or other documents agreed by the Bank, for withdrawal of the principal and the interest on this deposit.

第四條 逾期轉期續存 Re-deposit After the Maturity

新台幣定期存款期日屆滿後，存款人申請逾期轉期續存，逾期一個月以內時，得自原到期日起息；逾期超過一個月時，應自轉存之日起息，轉存利息之利率由存款人及 貴行另行議定之。原到期日至轉存前一日之逾期利息，依本章第一條逾期提取之逾期利息計息。

In the event that the Depositor applies to re-deposit the New Taiwan Dollar within one month after the maturity, the interest shall accrue from the maturity date; otherwise, the interest shall accrue from the date of re-deposit. The interest rate for the re-deposit shall be further negotiated and agreed upon by the Bank and Depositor. The interest accrued within the period from the maturity date to the day prior to the date of re-deposit shall be calculated in compliance with Article 1 of this chapter hereof.

第五條 質押 Pledge

外幣定期存款到期前不得提領，但存款人得以之質借，或於七個營業日以前通知 貴行中途解約。前述質借及中途解約辦法，依主管機關規定。另，新台幣定期存款如有質借之情事，應依照主管機關所訂「定期存款質借及中途解約辦法」辦理。

The foreign currency Deposit shall not be withdrawn before the maturity, unless the Depositor holds the foreign currency Deposit in pledge the Bank with a seven (7) business day's prior written notice for an early termination. The aforesaid pledge and early termination should be made accordance with the regulations effected by authorities of ROC. In the event that the New Taiwan Dollar Deposit is pledged, the pledge should pursuant to the “Regulations Governing the Pledge and Early Termination of the Time Deposit" promulgated by the authority of ROC.

第六條 定存提前解約 Early Termination of the Time Deposits

倘存款人擬於定期存款到期日前提前解約者，應於七個營業日前事先通知 貴行（未於七日前通知者經 貴行同意亦得辦理）。定期存款如有中途解約之情事，其手續費及利息之計算均依照主管機關所訂「定期存款質借及中途解約辦法」或其他適當之法規辦理。可轉讓定期存款不得中途解約逾期提取亦不另計息。

未到期定期存款如經法院或法務部行政執行署依法強制執行，視為存戶辦理中途解約。

The Depositor shall provide the Bank with a seven (7)-business day’s prior notice in the event that the time deposit is early terminated by the Depositor. In the event that the Time Deposit is early terminated, the handling fees and the interest of such

Deposit shall be calculated pursuant to the "Regulation Governing the Pledge and Early Termination of the Time Deposit" promulgated by the authority of ROC or other appropriate regulations. A Negotiable time deposit may not be terminated prior to its scheduled maturity and no interest is payable after such maturity.
If time deposit before maturity is subject to compulsory execution by the court or Administrative Enforcement Agency, Ministry of Justice, it shall be deemed as an early termination by Depositor .

肆： 遵循FATCA法案約定條款 Terms for Compliance with Foreign Account Tax Compliance Act

第一條 FATCA 法案相關規定之遵循 Compliance with FATCA related regulations

存款人同意遵守美國海外帳戶稅收遵從法案(Foreign Account Tax Compliance Act, 以下稱"FATCA"法案)、中華民國主管機關或美國主管機關訂定關於或適用於FATCA法案之各項規範，以及中華民國主管機關間為遵循FATCA法案所簽屬之相關協議(上開各項規定以下合稱" FATCA法案相關規定")。

不合作帳戶(Recalcitrant account)係指包括但不限於下列情形之一:

(一)未向貴行提供足以判別帳戶是否為美國帳戶之資訊，或未向貴行提供申報所須之帳戶持有人名稱、地址及稅籍編號等相關文件、資料。

(二)未向貴行提供申報所需之表格或同意書。

(三)法人存款戶未向貴行提供持股超過百分之十之股東相關資料。

The depositor agrees to comply with Foreign Account Tax Compliance Act (FATCA) and all Law, regulations, and directives which stipulated by authorities of Republic of China or United States, and all treaties which signed by Government of Republic of China, in order to follow with FATCA (all stipulations stated above are call "FATCA related regulations).

Recalcitrant account , includes but not limited to:

(1) An account holder that does not comply with reasonable requests for information needed (which includes name, address, Taxpayer Identification Number, and etc.) to determine if the account is a U.S. account, or to report the account to IRS.

(2) An account holder that does not provide the application forms or consent letters for reporting.

(3) When an account holder is a legal entity, the account holder that does not provide the shareholders' information which the shareholder holds more than 10% of shares of the entity.

第二條 資料提供及告知義務 Obligations to provide information and notification

存款人於辦理本約定書各項業務時，應依FATCA法案相關規定主動據實告知並提供及依貴行要求提供身分類別之相關文件、資訊。嗣後相關文件、資訊內容倘有變更或有導致存款人是用FATCA法案之身分類別變更情形發生時，亦應立即以書面告知貴行。

The depositor agrees to comply with Foreign Account Tax Compliance Act (FATCA) related regulations, to actively notify and provide relevant documents and information of his (her) identity to the Bank. If there is any change of relevant documents or information, or any circumstance that changes the depositor's identity afterward, the depositor shall notify the Bank in writing.

第三條 資料提供之授權 Authorization for information reporting

存款人同意貴行遵循FATCA法案相關規定或貴行依FATCA法案相關規定之主管機關、美國國稅局或遵循FATCA法案相關規定之機構要求，而需提供存款人個人資料、帳戶資料及交易資料等資訊時，貴行有權提供此等資訊，毋須再行告知存款人或徵得存款人之同意，倘有資訊不足時，存款人亦同意主動或依貴行之請求立即向貴行提供相關文件、資料。

Subject to FATCA related regulations or demands from authorities, Internal Revenue Service of United States, or other authorities which follow FATCA related regulations, the Bank is authorized to provide basic information (such as name, address, nationality, passport, Taxpayer Identification Number), account information, and any other transaction information of depositor, without giving notice to depositor or acquiring consent from the depositor in advance. If there is any insufficiency of the depositor's information, the depositor shall actively or based on the Bank's request, provide the relevant documents.

第四條 款項扣繳 Payment deduction

存款人同意貴行因依FATCA法案相關規定或依FATCA法案相關規定之主管機關、美國國稅局、其他機關或遵循FATCA法案相關規定之機構要求，而需對支付予存款人之款項進行扣繳時，貴行有權進行扣繳，該等扣繳款項之比例及範圍應按FATCA法案相關規定辦理;如該等扣繳款項，已支付予存款人者，存款人同意無條件返還予貴行，貴行亦得逕自存款人設於貴行之帳戶內支取或應由給付或返還予存款之金額中扣除。

Where requested by authorities, Internal Revenue Service of United States, or other authorities which follow FATCA related regulations, or to comply with FATCA related regulations, the amount which is payable to the depositor shall be withheld, the depositor authorizes the Bank to withhold and pay out such amount from the depositor's account as requested. The proportion and the range of such withheld amount should be complied with FATCA related regulations. The depositor agrees to return the payable amount unconditionally to the Bank if it has already paid to the depositor, or the Bank can deduct such amount from the depositor's account, or deduct from the amount that should be paid or returned to the depositor's account.

第五條 帳戶處理 Account dispose

存款人同意並不可撤銷地授權貴行可隨時依FATCA法案相關規定結清、轉移存款人設於貴行之帳戶或依FATCA法案相關規定為其他處理。倘存款人違反本約定條款、拒絕履行本約定條款之各項義務，貴行有權暫停或終止存款人設於貴行之帳戶全部或部分交易功能或服務。

The depositor irrevocably authorizes the Bank to close or transfer the depositor's account(s) in the Bank or take other actions according to FATCA related regulations. The Bank has authority to suspend or terminate all or part of transaction functions and services.

第六條　法人董事及股東配合事項 Cooperation from board of directors and shareholders
如存款人屬法人時，存款人同意，應促使其董事及股東同意並配合辦理本約定條款相關事項，如有違反或去拒絕配合之情事，貴行得以存款人違約論處。
When the depositor is a legal entity, the depositor agrees to have the Board of directors and shareholders approve and comply with this agreement. If there is any violation or declination to comply with this agreement, the Bank can take the depositor as breaching of the agreement.

第七條　其他　Others
本約定條款如有未盡事宜，悉依FATCA法案相關規定及相關法令辦理。
Related law and regulations of FATCA should be applied where matters are not mentioned herein.

伍： 個別商議條款　Individually Negotiated Terms

第一條　貴行遵循泰國法令規定而提供之「泰國盤谷銀行履行泰國個人資料保護法告知義務內容」、「個人資料蒐集、使用、揭露請求同意書」及「蒐集、使用、揭露個人資料同意書」，存款人皆已閱讀並理解全部內容，特此同意 貴行蒐集、使用和揭露個人資料，並同意其為本約定書之一部分。
The depositor has read and fully understand the contents and hereby agrees the Bank to collect, use and disclose the personal data in accordance with "Notification of Personal Data Protection Act of Thailand, Performed by Bangkok Bank", "Letter Requesting Consent relating to the Collection, Use, and Disclosure of Personal Data", and "Consent for Collection, Use and Disclosure of Personal Data" provided by the Bank to comply with Thai Laws and regulations, and further agrees such notification, letter and consent are an integral part of this Agreement.

第二條　依據貴行「隱私權聲明」，存款人有權要求 貴行更正、限制、刪除、停止處理或利用個人資料。
According to the "Privacy Notice", the Depositor may request the Bank to correct, restrict, delete, and discontinue processing or using the personal data provided.

第三條　存款人瞭解若限制或拒絕「蒐集、使用和揭露個人資料」，而該資料為 貴行辦理業務審核或作業所必須者，貴行將無法進行必要之審核及處理作業，致無法提供存款人相關服務。
The Depositor understands if restrict or refuse the Bank to collect, use and disclose the personal data for processing with the necessary business review or operation, the Bank may not be able to perform the required review and operation which will cause the Bank not to be able to provide the relevant services.

泰國盤谷銀行履行個人資料保護法第八條第一項告知義務內容

Notification of the Personal Information Protection Act, Article 8 Paragraph 1, Performed by Bangkok Bank

本行依據個人資料保護法第八條第一項規定，向台端告知下列事項，請台端詳閱：

According to the Article 8, paragraph 1 of the Personal Information Protection Act of Taiwan ("PIPA"), the Bank shall clearly inform client the following issues, and the client shall review the following information.

一、 蒐集之目的 Information Collection Objective：

■存款與匯款
Deposit and remittance business

■有價證券與有價證券持有人登記
Securities and Securities holder registration

■外匯業務
Foreign exchange business

■金融監督、管理與檢查
Financial supervision, management, and inspection

■核貸與授信業務
Loan approval and credit extension business

■依法定義務所進行個人資料之蒐集處理及利用
Collection of personal information according to laws and regulatory requirement

■徵信
Credit Investigation

■金融爭議處理
Financial Dispute Resolution

■借款戶與存款戶存借作業綜合管理
Overall management of deposit and borrowing operation of deposit accounts and loan accounts

■契約、類似契約或其他法律關係事務
Affairs in relation to the management of contracts, quasi-contracts, or other legal relationships

■票據交換業務
Check clearance business

■票券業務
Bill business

■美國稅務申報
U.S. tax liabilities declaration

二、 蒐集之個人資料類別 Classification of personal information collection：

■識別類(如:姓名、國籍、居留權、身分識別編號、聯絡方式等)
Identification (e.g. name, nationality, residency right, ID no., contact method)

■受僱情形(如：僱主、工作職稱等)
Employment Situation (e.g. employer, job title)

■特徵類(如:年齡、出生年月日、出生地等)
Feature (e.g. age, date of birth, place of birth)

■財務細節(如：收入支出、資產等)
Financial details (e.g. income, asset)

■家庭情形(如：結婚有無、配偶之姓名、子女之人數等)
Family status (e.g. marriage status, spouse's name, number of children)

■商業資訊(如：商業契約、與營業有關之執照等)
Business information (e.g. business contract, business certificates)

■社會情況(如：住所、聯絡地址、網址、所有之不動產及其價值等)
Social conditions (e.g. residence address, contact address, e-mail address, property and property's value)

■健康與其他(如：裁判及行政處分之內容等)
Health and others (e.g. medical opinion)

■教育、考選、技術或其他專業(如：學歷資格、特別執照(如醫師執照)等)
Education and expertise (e.g. education level, related certificates)

■ 其他各類資訊(如：最近三年停留美國天數、無法歸類之信件、檔案等)

Others (e.g. days of presence in U.S. in the last three years, information that could not be classified)

三、 個人資料利用之期間、地區、對象及方式 ：

Period, location, parties, and ways of using the personal information：

（一） 期間Period：

■依契約有效年限 Valid term of the contract

（二） 地區Location：

■中華民國 R.O.C

■本行總行所在地(泰國) Location of the Bank's head quarter (Thailand)

■本行總行之其他海外分支機構所在地 Location of the head quarter's overseas branches

■美國 U.S.A

■其他與本行有業務往來之機構所在地 Location of authorities that have business relationship with the Bank

（三） 對象 Parties：本行、本行總行(泰國)、本行總行之其他海外分支機構、金融聯合徵信中心、中小企業信用保證基金、臺灣票據交換所、財金資訊公司、中央存保保險公司、業務委外機構、其他與本行有業務往來之機構(含本行之通匯行及環球銀行財務電信協會)、美國國稅局、依法有調查權機關或金融監理機關。

The Bank, the Bank's head quarter (Thailand), the head quarter's overseas branches and subsidiaries, Joint Credit Information Center, Small and Medium Enterprise Credit Guarantee Fund, The Taiwan Clearing House, Financial Information Service Co., Ltd., Central Deposit Insurance Corporation, business outsourcing institutions, other institutions which have business relationship with the Bank (includes the Bank's correspondent banks and Society for Worldwide Interbank Financial Telecommunication，SWIFT) , United Stated Internal Revenue Service, legal investigation authority or financial supervisory authority.

（四） 方式 Ways：以自動化機器或其他非自動化之利用方式。

By way of automated machine or non-automated measures.

四、 依據個資法第三條規定，台端就本行保有台端之個人資料得行使下列權利：

According to Article 3 of the PIPA, the client may exercise the following rights with respect to the client's personal information collected by the Bank. :

（一） 得向本行查詢、請求閱覽或請求製給複製本，而本行依法得酌收必要成本費用。

The client may inquire and request for a review or make duplications of the personal information. However, the Bank may charge the necessary handling fee.

（二） 得向本行請求補充或更正，惟依法台端應為適當之釋明。

The client may request for supplement or correction of the personal information, but an appropriate interpretation is required according to the PIPA.

（三） 得向本行請求停止蒐集、處理或利用及請求刪除，惟如台端請求停止或刪除之個人資料，為本行依法因執行業務所必須者，不在此限。

The client may request the Bank to discontinue collection, processing or using the personal information, and delete the personal information provided. However, the preceding sentence may not be applicable when it is necessary for the Bank to perform the duty according to the legal obligation.

五、台端不提供個人資料所致權益之影響 ：

The impact to client's right when the personal information is not provided：

台端得自由選擇是否提供相關個人資料，惟台端若拒絕提供相關個人資料，為本行辦理業務審核或作業所必須者，本行將無法進行必要之審核及處理作業，致無法提供台端相關服務。

The client may decide to choose whether or not to provide the related personal information. However, if the client refuses to provide the related personal information to bank for processing with the necessary business review or operation, the Bank may not be able to perform the required review and operation which will cause the Bank not to be able to provide the relevant services.

泰國盤谷銀行履行泰國個人資料保護法告知義務內容

Notification of Personal Data Protection Act of Thailand, Performed by Bangkok Bank

[申請人/借款人/保證人]於立約前已事先知悉泰國盤谷銀行股份有限公司（下稱「本行」）蒐集、使用及揭露個人資料之目的與細節，及有關資料當事人於隱私權聲明中所述之權利及個人資料同意書中對於蒐集、使用及揭露個人資料所陳述資料當事人之權利，[申請人/借款人/保證人]特此聲明(1) 對於個人資料先前已由[申請人/借款人/保證人]提供予本行者， [申請人/借款人/保證人]已告知本行隱私權聲明之細節予該資料當事人，及(2)對於其他資料當事人或[申請人/借款人/保證人]之關係人其個人資料先前已由[申請人/借款人/保證人]提供予本行者， [申請人/借款人/保證人]於法有權揭露其他資料當事人或[申請人/借款人/保證人]關係人之任何資訊。

The [Applicant/Borrower/Guarantor] acknowledge the purposes and details on collection, use and disclosure of personal data of the Bank as well as the rights of the data subject as stated in the Privacy Notice and the Consent Letter for Collection, Use and Disclosure of Personal Data prior to agreeing to be bound by this [Agreement/this Contract] and the [Applicant/Borrower/Guarantor] hereby certifies to the Bank that (1) the [Applicant/ Borrower/ Guarantor] has notified details of the Privacy Notice of the Bank to the person whose personal data has been previously provided by the [Applicant/ Borrower/ Guarantor] to the Bank and (2) the [Applicant/ Borrower/Guarantor] has lawful rights to disclose any information of other person or of the [Applicant/ Borrower/ Guarantor]'s related person whose personal data has been provided by the [Applicant/ Borrower/ Guarantor] to the Bank.

[申請人/借款人/保證人]承認並同意本行蒐集及使用[申請人/借款人/保證人]提供本行之資訊，或源於本合約授信動用之資訊，或其他關於本合約授信動用之資訊，或本行經由其他管道取得或可得之資訊，並同意本行傳送、移轉或揭露該資訊予本行金融集團內之公司、商業夥伴、業務委外機構，銀行代理人、本行權利或義務受讓人、本行法律請求之受讓人、顧問、其他與本行有業務往來之金融機構、信用評等機構、外部稽核人員、業務代理機構或國內外與本行業務行為相關人士，基於隱私權聲明之目的，目的包含：

The [Applicant/ Borrower/ Guarantor] agrees and gives consent to the Bank to collect and use the information which the [Applicant/ Borrower/ Guarantor] has provided to the Bank or which arises from [the utilization of credit facility under this agreement/ contract/] and other information related to [the utilization of credit facility under this agreement/ contract/] or other information which the Bank obtained or accessed from other sources, as well as to send, transfer or disclose such information to companies within the Bank's financial group, business partners, outsource service providers, agents of the Bank, assignees of rights or obligations from the Bank, assignees of the Bank's legal claims, advisors, other financial institutions which have business relationship with the Bank, credit rating agencies, external auditors, agencies or any persons related to the business conducts of the Bank, both domestically and internationally, for the purpose as stated in the Privacy Notice of the Bank, including:

1. 關於履行本合約或與本合約相關之權利義務，包含履行任何本行與其他關係人簽署與本合約服務條款相關之合約；
1. For the performances in accordance with [this Agreement/this Contract] or in connection with [this Agreement/ this Contract] including the performance under any agreement or contract entered into between the Bank and other persons related to or in connection with the [service provision under this agreement/ contract];

2. 應[申請人/借款人/保證人]的要求，通知、溝通、查閱、核實或回應關於本合約項下服務之使用或其他合約關係人關於本合約項下服務條款之任何調查或客訴；
2. For notice, communication, review, verification, or response to any inquiries or complaints related to [the use of the service under this agreement/ contract] at the request of the [Applicant/ Borrower/ Guarantor] or other persons related to the [service provision under this agreement/ contract];

3. 為分析、處理、管理或使用源自於客戶使用本行產品或服務所產生之資訊，以便利向**[**申請人/借款人/保證人**]**推廣、給予或提供優惠、紅利、回饋及適合**[**申請人/借款人/保證人**]**之產品或服務，並藉以評估、發展及改進本行產品與服務；
3. For analysis, process, management or use of information incurred from the use of products or services of the Bank in order to facilitate the [Applicant/ Borrower/ Guarantor] and to advertise, give or offer privileges, benefits, rewards and products or services suitable to or corresponding to the interest of the [Applicant/ Borrower/ Guarantor], as well as for assessment, development and improvement of the products and services of the Bank;

4. 為資訊科技之執行；
4. For performances related to information technology;

5. 為法令遵循、風險管理與關於本行所提供服務之稽核，包含本行、本行金融集團內之公司、關係企業或商業夥伴之業務管理；
5. For compliance, risk management and any audit related to the service provision of the Bank including business management of the Bank, companies within the Bank's financial group and its affiliates or business partners;

6. 為遵守法律、法規、命令或政府機關或主管機關訂定之程序，以及為債務催收、行使法律上之請求，或履行法律上之權利。
6. For performances in accordance with laws, regulations, orders or procedures prescribed by government agencies or regulatory agencies as well as for debt collection, exercise of legal claims or enforcement of legal rights.

個人資料蒐集、使用、揭露請求同意書

Letter Requesting Consent relating to the Collection, Use, and Disclosure of Personal Data

泰國盤谷銀行股份有限公司（下稱「本行」）茲徵求您同意本行於應事前取得您同意之特定情形時，得蒐集、使用及揭露您的個人資料，此同意需事前取得且基於自主意願為之，詳述如下：

Bangkok Bank Public Company Limited (the "Bank") would like to request your consent for the Bank to collect, use and disclose your personal data which the Bank is specifically required to obtain your consent prior to such collection, use and disclosure which should be freely given at your own will, as per following details:

1. 本行需要蒐集、使用和揭露資料當事人之個人資料情形如下：

.1 Personal data of the data subject to be collected, used and disclosed by the Bank are as follows:

1.1 資料得直接或間接識別資料當事人

(1) 個人資訊，即姓名、性別、出生日期、年齡、文件所載或記錄的資訊，如國民身分證、護照、居住證明、外國人居留證、工作許可、社會安全卡、駕照、汽車登記本或房屋登記、簽名、稅籍編號、家庭成員資訊、面部照片、教育、職業、身分、會員、工作經驗、工作以外之其他收益、保險資訊；

1.1 Data that can identify the data subject whether directly or indirectly

(1) Personal information, namely, name-surname, gender, date of birth, age, information stated or recorded in documents, such as national identification card, passport, residence certificate, alien identification card, work permit, social security card, driving license, car registration book, or house registration, signature, taxpayer identification number, information about family members, facial photograph, education, occupation, status, membership, work history, other benefits other than compensation for work, information relating to insurance,

(2) 與本行聯繫方式，即房屋登記地址、文件送達地址、電子郵件地址、住家電話號碼、手機號碼、傳真號碼、申請書或通訊媒體之名稱或帳戶、例如LINE、 Google、 Facebook、 YouTube、 Twitter、 WhatsApp 或 WeChat、提供予本行之聯繫人資訊；

(2) Contact information with the Bank, namely, the address of house registration, address for document delivery, electronic mail address (Email address), home telephone number, mobile phone number, facsimile number, name or account of applications or digital channels, such as LINE, Google, Facebook, YouTube, Twitter, WhatsApp or WeChat, information of contact person provided to the Bank,

(3) 在本行財務及交易資訊，即存款帳戶號碼、投資帳戶號碼、信用卡號碼、提款卡號碼、信用卡與提款卡類型、存款帳戶對帳單、透過電子卡片或透過電子或數位管道之交易資訊、收入及支出資訊、信用資訊、信用評等資訊、貸款償還資訊、資產資訊、財務狀況資訊、風險評估資訊(例如投資或金融交易、投資能力、債務償還或服務契約履行之適合度測試)、分析個人資料產生之資訊、法律行為或犯罪指控資訊、起訴及執行資訊、與本行保險或投資往來資訊、付款或收款資訊、洗錢防制及外國帳戶稅收遵從法之資訊、任何其他有關使用或要求本行服務及交易之資訊；

(3) Financial and transaction information with the Bank, namely, deposit account number, investment account number, credit card number, debit card number, type of credit and debit card, deposit account statement, transaction information made through electronic card or via electronic or digital channels, income and expenditure information, credit information, credit rating information, debt payment information, asset information, financial status information, risk assessment information (such as information relating to suitability test for investment or financial transaction, investment ability, debt settlement, or performance under a service agreement), information generated from analysis of the personal data, information about an act or accusation of an offense, prosecution and execution information, information relating to insurance or investments through the Bank, making payment or receiving payment information, information for compliance with Anti-Money Laundering law and Foreign Account Tax Compliance Act (FATCA), any other information related to the use of or request for services and transactions with the Bank,

(4) 與本行聯繫內容，即本行藉由分行、電話、電子或數位方式、社群媒體接收之資訊、監視錄影器之資訊及可能以書面顯示或記錄之現場服務、交易錄音或記錄、相片或影像；

(4) Contact information with the Bank, namely, information received by the Bank through branches, telephones, electronic or digital channels, social media, information from CCTV and on-site services which may be displayed or recorded in written form, recording tape or record of transactions, photos or motion images,

(5) 技術資訊，即網際網路協定地址、媒體存取地址、附加於連網設備及連網之識別碼、日誌、設備識別碼、應用程式介面、cookies、外掛程式類型及版本、瀏覽器、運作系統及平台、網路系統或手機網路、地理位置、設備設定及其他由使用本行平台、應用程式及運作系統衍生之技術資訊；

(5) Technical information, namely, Internet Protocol (IP address), Media Access Control (MAC) address, the identification code affixed to the device connected to the network and the network (MAC address), log, device ID, Application Programming Interface (API), cookies, type and version of Plug-in, browser, operating system and platform, internet system or mobile network, geographic location, device setting and other technical data derived from the use of the platform, application and operating system of the Bank,

(6) 使用資訊，即使用者名稱、密碼、搜尋記錄、造訪次數、常用選單、網站使用時間、平台及應用程式、上次點擊時間戳、我的最愛、問與答、日誌檔案、與本行聯絡之資訊；

(6) Usage information, namely, username, password, search information, visitation statistics, active menu, time spent on the website, platform, and application, timestamp of last click, favorite menu, Q&A, log file, communication information with the Bank,

(7) 行為資訊，即個人興趣或偏好相關之資訊，及使用或利用服務之特徵；

(7) Behavioral information, namely, information relating to personal interests or preferences, and characteristic of use or utilization of services;

1.2 於蒐集敏感性個人資料前，本行必須先取得您對於蒐集敏感性個人資料之同意，即生物資料(例如：面部辨識、指紋辨識、瞳孔及聲紋辨識資料)、宗教、犯罪記錄、健康相關資料或監管機關所定之其他個人資料。

1.1 Sensitive personal data that the Bank must obtain consent from you before collecting the sensitive personal data, namely, biometric data (for example, facial recognition, fingerprint recognition, iris and voice recognition data), religions, criminal records, data concerning heath or any other data as prescribed by the Personal Data Protection Committee.

.2 依照第1條蒐集、使用和揭露您個人資料之目的如下

.2Purposes of the collection, use and disclosure of your personal data under Clause 1are as follows:

2.1 允許本行金融集團內之公司及其商業夥伴提供或推薦商品、服務、利益及特殊優惠予您；

2.1 to allow companies within the Bank's financial group and its business partners to offer or recommend products, services, benefits and special offers to you;

2.2 分析、研究及開發本行、本行金融集團內之公司或商業夥伴之產品或服務，以符合您的偏好；

2.2 to analyze, research and develop products or services of the Bank, companies in the Bank’s financial group or business partners to meet your preferences;

2.3 聯繫及提供本行認為適合您的資訊、利益、商品及服務；

2.3 to contact and offer information, benefits, products and services that the Bank considers suitable for your preferences;

2.4 依照您的要求將資料當事人之個人資料轉傳予本行分行、代理人或境外任何人；

2.4 to transfer personal data of the data subject to the Bank’s branches, agents or any person in a foreign country and related to the performance in accordance with your request;

2.5 依照監管機關準則、方針和建議來研擬、開發及改善本行之內部程序；

2.5 to consider, develop and improve the Bank's internal processes in accordance with the rules, guidelines and recommendations prescribed by regulatory agencies oversighting the business conduct of the Bank;

2.6 藉由使用您的敏感性個人資料以提供便捷的銀行服務或提供適當服務予您；

2.6 to access the Bank's services conveniently and easily or to provide suitable services to you, by using your sensitive personal data.

本行特此告知您本行將依據您所提供個人資料蒐集、使用、揭露同意書（「同意書」）蒐集、使用及揭露個人資料，並嚴格按照個人資料保護相關法規，對於您所提供個人資料予以保護。如您因本行故意或過失，未依據您提供本行之請求同意書及同意書蒐集、使用及揭露您的個人資料而遭受之損害，本行將為您所受到的任何損害負責。

The Bank would like to inform you that the Bank will collect, use and disclose personal data in accordance with the Consent for Collection, Use and Disclosure of Personal Data (the “Consent”) that you will give to the Bank as per details below, and to provide the personal data protection to your personal data as stipulated by laws in relation to personal data protection. In case you suffer any damage due to the Bank’s intent or negligence not to collect, use and disclose your personal data in accordance with this Request Letter and the Consent which you will give to the Bank, the Bank will be responsible for any damage occurred to you.

至此，本行已告知您依據個人資料保護法有關蒐集、使用及揭露個人資料內容，詳情見https://www.bangkokbank.com/en/Privacy-Notice隱私權聲明、本行分行或本行應用程式。為理解相關內容，我們鼓勵您於決定是否同意前充分閱讀隱私權聲明及本請求同意書中的細節。

In this regard, the Bank has notified details of the collection, use and disclosure of personal data in the Privacy Notice in accordance with the personal data protection law to you at https://www.bangkokbank.com/en/Privacy-Notice, the Bank's branches or the Bank's applications. You are encouraged to read the details specified in the Privacy Notice and this Request Letter thoroughly for your understanding prior to deciding whether or not to give your consent.

謹請您考量提供上列所述的同意書

For your consideration to provide your consent as stated above.

泰國盤谷銀行股份有限公司　敬上

Bangkok Bank Public Company Limited

蒐集、使用及揭露個人資料同意書

Consent for Collection, Use and Disclosure of Personal Data

日期…….....

Date…….....

本人..... 身分證號碼/護照號碼..... 作為資料當事人，已充分認知並了解上述個人資料蒐集、使用、揭露請求同意書(「請求同意書」)及泰國盤谷銀行股份有限公司(「貴行」)之隱私權聲明。本人承認並同意依貴行要求於事先取得本人同意的情形，同意貴行得出於下列目的蒐集、利用及揭露本人個人資料：

I,.....

ID number/passport number.....as Data Subject have acknowledged and understood the Letter Requesting Consent relating to the Collection, Use, and Disclosure of Personal Data (the "Request Letter") above and the Privacy Notice of Bangkok Bank Public Company Limited (the "Bank") thoroughly. I agree and give consent to the Bank to collect, use and disclose my personal data which the Bank is required to obtain my consent beforehand as requested and for the following purposes:

1. 本人同意貴行蒐集、使用及揭露個人資料以作為貴行、貴行金融集團內之公司及其商業夥伴分析、研究及開發產品或服務，以便符合本人偏好及依據服務條款創設個人化服務模式；
1. I consent to the Bank to collect, use and disclose personal data for analysis, research and development of products or services of the Bank, companies within the Bank's financial group or business partners to meet my preferences as well as creating personalized service model for service provision for me;
2. 本人同意貴行蒐集、使用及揭露個人資料以聯繫及提供貴行認為適合本人偏好之資訊、利益、產品及服務；
2. I consent to the Bank to collect, use and disclose personal data to contact and offer information, benefits, products and services that the Bank considers suitable for my preference;
3. 本人同意貴行依照本人之要求，將本人之個人資料轉傳予貴行分行、代理人或予境外任何人；
3. I consent to the Bank to transfer my personal data to the Bank's branches, agents or any person in a foreign country and related to the performance in accordance with my request;
4. 本人同意貴行蒐集、使用及揭露個人資料，以依照監管機關準則、方針和建議來研擬、開發及改善本行之內部程序；
4. I consent to the Bank to collect, use and disclose personal data for consideration, development and improvement of the Bank's internal processes in accordance with the rules, guidelines and recommendations prescribed by regulatory agencies oversighting the business conduct of the Bank;
5. 本人同意貴行揭露本人個人資料予貴行所列舉並公告之金融集團公司及貴行商業夥伴，以便提供及推薦商品、服務、利益及特殊優惠予本人；
5. I consent to the Bank to disclose my personal data to companies within the Bank's financial group as listed and announced by the Bank through the Bank's website or other channels and to business partners of the Bank for offering and recommending products, services, benefits and special offers to me.
6. 本人承認並同意貴行蒐集及使用敏感性個人資料，即面部辨識資料、聲紋辨識、瞳孔辨識及身分證件記載之資料，該資料於本人簽署本同意書時已提供予貴行，及貴行依據服務條款將向本人取得，或於本人申請或使用貴行及/或其他人之服務時，指示自其他來源取得面部比對、身分確認及驗證資料，及於必要或為上述目的辦理時，揭露敏感性個人資料予上述人員；

6. I agree and consent to the Bank to collect and use sensitive personal data, namely facial recognition data, voice recognition, iris recognition as well as information stated and recorded in identification card, which I have provided to the Bank upon signing this Consent and which the Bank will obtain in accordance with service provision for me or from other sources for facial comparison or identity identification and verification in applying or using services with the Bank and/or other persons as per my request, and to disclose sensitive personal data as stated above to such persons when necessary or relevant to the processing for the purposes above;
7. 本人同意貴行蒐集及使用敏感性個人資料，例如健康相關資訊及犯罪記錄，該資料於本人簽署本同意書時已提供予貴行，且貴行將依據服務條款取得，或取自其他來源或其他類似資訊以研究適合本人金融服務條款、債務重整或償債期限調整，及揭露敏感性個人資料予貴行主管機關，或於必要或為上述目的辦理時，揭露予貴行金融集團內之公司。
7. I consent to the Bank to collect and use sensitive personal data, such as health-related information and criminal records, which I have provided to the Bank upon signing this Consent and which the Bank will obtain in accordance with service provision or from other sources or any other similar information for considering financial service provision, debt restructuring or debt rescheduling suitable to me, and to disclose sensitive personal data as stated above to regulatory agencies oversighting the business conduct of the Bank or companies within the Bank's financial group when necessary or relevant to the processing for the purposes above.

本人特此證明本人已閱讀並理解隱私權聲明及請求同意書內容。如先前已同意者，本次同意書所為之同意將附加於先前所授予貴行之同意。

I hereby confirm that I have read and understood the details specified in the Privacy Notice and the Request Letter. In case I have given my consent to the Bank, the consent given in this Consent will be additional to the one previously given to the Bank.

本人已閱讀並理解本同意書內容。本人特此同意貴行依據本同意書蒐集、使用和揭露本人個人資料，在此簽署以茲為證。

I have read and understood the statements in this Consent. I hereby consent to the Bank to collect, use and disclose my personal data in accordance with this Consent and sign my signature as evidence hereof.

立同意書人.....

) (

Signed by .....Consent giver

) (

本人.....

身分證號碼/護照號碼.....

地址..... .....

手機號碼…….....

電子信箱.....

為上述資料當事人之法定代理人認知並同意所有上述事項

立同意書之法定代理人簽署.....

(.....)

I,.....

ID number/passport number.....

Address ....

Mobile number …….....

Email address .....

as a holder of parental responsibility over the data subject above acknowledge and hereby consent to the consent giver above in all respect.

Signed by..... Holder of parental responsibility

(.....)

Privacy Notice 隱私權聲明

Privacy Notice (bangkokbank.com)
泰國盤谷銀行股份有限公司隱私權聲明

Bangkok Bank Public Company Limited (the "Bank") intends to provide you with quality services in order to meet your expectations. The Bank realizes the importance of the protection of your personal data and compliance with relevant laws and regulations. The Bank has provided this Privacy Notice to inform you, as the data of personal data protection and data subject rights.
泰國盤谷銀行股份有限公司（"以下稱本行"）為提供您優質服務以滿足您的期望，本行深知保護您的個人資料及遵守相關法律法規的重要性，本行現提供此隱私權聲明以告知您個人資料保護及您作為個人資料主體的權利。
The Bank would like to inform you, as the data subject, who are (1) a person interacting with the Bank whether you are a current, former or prospective customer of the Bank, or (2) an employee, staff, officer, representative, shareholder, director, contact person, agent, or a person related to a juristic person or a person as mentioned in (1) above, a trust or a group of persons interacting with the Bank, whether it is a current, former, or prospective customer of the Bank, (3) a person whether you are a former, current or prospective shareholder of the Bank, or any person related thereto, or (4) a person whether you are a former, current or prospective director of the Bank or a candidate for the Bank's director, or any person related thereto, of the protection of your personal data that the Bank obtains or will obtain from business operation and service provisions through branches, websites, telephones, electronic channels, applications, social media or other sources, to ensure you that the Bank will maintain your personal data and will collect, use or disclose your personal data where the Bank deems necessary, accurate and appropriate, and to notify you of your rights as the data subject of personal data as specified in this Privacy Notice.
您作為資料主體，本行特此告知您，如您是下列身分 (1) 與本行往來之客戶，無論您是本行的當前、以前或潛在客戶，或 (2) 僱員、職員、主管、法人代表、股東、董事、聯絡人、代理人、或者法人客戶的關係人或上述 (1) 人員的相關人，信託或與本行往來的一個群體,無論是當前、以前或潛在客戶，(3) 本行之股東，無論是現任、過去或是準股東，或與其有關之人士，(4) 本行之董事，無論是現任、過去、準董事，或本行董事候選人，或與其有關之人士，有關保護您的個人資料於本行透過分行、網頁、電話、電子管道、申請書、社交媒體或其他來源於提供服務時在業務操作時所獲取到或者即將收到的個人資料，確保本行將維護您的個人資料，並在本行認為必要、準確和適當的情況下收集、使用或披露您的個人資料，並通知您作為本隱私規定的個人資料之資料主體的權利。

1. Personal data of the data subject to be collected, used and disclosed by the Bank are as follows:
資料主體的個人資料將被本行蒐集、使用及揭露如下:

1.1 Data that can identify the data subject whether directly or indirectly
資料指能辨識資料主體無論是否直接或間接

(1) Personal information, namely, name-surname, gender, date of birth, age, information stated or recorded in documents, such as national identification card, passport, residence certificate, alien identification card, work permit, social security card, driving license, car registration book, or house registration, signature, taxpayer identification number, information about family members, education, occupation, status, membership, work history, other benefits other than compensation for work, information relating to insurance.

個人資料，即真實姓名、性別、出生日期、年齡、文件上載明或記錄的資訊，如國民身分證、護照、居留證、外來人口身分證、工作證、社會安全卡、駕照、車輛登記本、房屋登記證、簽字、納稅證號碼、家庭成員資訊、教育程度、職業、婚姻狀況、會員資訊、工作紀錄、其他收益含工作收入、保險相關資料。

(2) Contact information with the Bank, namely, the address of house registration, address for document delivery, electronic mail address (Email address), home telephone number, mobile phone number, facsimile number, name or account of applications or digital channels, such as LINE, Google, Facebook, YouTube, Twitter, WhatsApp or WeChat, information of contact person provided to the Bank.

留存於本行的連絡資訊，即房屋登記地址、交付文件地址、電子郵箱地址、家庭電話號碼、手機號碼、傳真號碼、姓名或帳戶申請書或數位平台，如Line, Google, Facebook, YouTube, Twitter, WhatsApp 或WeChat提供給本行的聯繫人資料。

(3) Financial and transaction information with the Bank, namely, deposit account number, investment account number, credit card number, debit card number, type of credit and debit card, deposit account statement, transaction information made through electronic card or via electronic or digital channels, income and expenditure information, credit information, credit rating information, debt payment information, asset information, financial status information, risk assessment information (such as information relating to suitability test for investment or financial transaction, investment ability, debt settlement, or performance under a service agreement), information generated from analysis of the personal data, information about an act or accusation of an offense, prosecution and execution information, information relating to insurance or investments through the Bank, making payment or receiving payment information, information for compliance with Anti-Money Laundering law and Foreign Account Tax Compliance Act (FATCA), any other information related to the use of or request for services and transactions with the Bank.

在本行之財務及交易資訊，即存款帳號、投資帳號、信用卡號、簽帳金融卡號、信用卡和簽帳金融卡類型、存款帳戶對帳單、透過電子卡或透過電子或數位平台所進行交易的資訊、收支資訊、貸款資訊、信用評級資訊、債務支付資訊、資產資訊、財務狀況資訊、風險評估資訊（例如與投資或金融交易適宜性測試、投資能力、債務清償或服務協議履行情況有關的資訊)，由分析個人數據產生的資訊、有關犯罪行為或被控訴的資訊、起訴和執行資訊、與透過本行進行的保險或投資有關的資訊、付款或收款資料、遵守反洗錢法的資料和外國帳戶稅收遵從法(FATCA)，任何其他與使用或請求本行服務和在本行交易相關的資訊。

(4) Contact information with the Bank, namely, information received by the Bank through branches, telephones, electronic or digital channels, social media, information from CCTV and on-site services which may be displayed or recorded in written form, recording tape or record of transactions, photos or motion images.

與本行的聯繫資料，即本行透過分行、電話、電子或數位平台、社交媒體、監控設備和現場服務收到的資料，這些資料可能是以書面形式、錄音帶或交易記錄、照片或動態圖像形式顯示或記錄。

(5) Technical information, namely, Internet Protocol (IP address), Media Access Control (MAC) address, the identification code affixed to the device connected to the network and the network (MAC address), log, device ID, Application Programming Interface (API), cookies, type and version of Plug-in, browser, operating system and platform, internet system or mobile network, geographic location, device setting and other technical data derived from the use of the platform, application and operating system of the Bank.

技術數據，即網際網路協議（IP地址）、媒體存取控制（MAC）位址、連接到網絡的設備和網絡（MAC位址）所附的識別碼、日誌、設備ID、應用程序編程接口 (API)、cookies、外掛程式的類型和版本、瀏覽器、操作系統和平台、網際網路系統或行動網絡、地理位置、設備設置以及因使用本行平台、應用程式和操作系統而產生的其他技術數據。

(6) Usage information, namely, username, password, search information, visitation statistics, active menu, time spent on the website, platform, and application, timestamp of last click, favorite menu, Q&A, log file, communication information with the Bank.

使用資訊，即用戶名、密碼、搜索資料、訪問統計、活動菜單、在網站、平台和應用程序上花費的時間、最後點擊時間註記、我的最愛清單、問答、日誌文件、與本行的通信資訊。

(7) Behavioral information, namely, information relating to personal interests or preferences, and characteristic of use or utilization of services.

行為資訊，即與個人興趣或偏好、使用或利用服務的特徵有關的資訊。

1.2 Sensitive personal data that the Bank must obtain your consent before collection thereof, namely, information concerning biometric data (such as facial recognition, fingerprint recognition, iris recognition and voice recognition data), religion, criminal record, health data, disability or any other data as prescribed by the Personal Data Protection Committee.

本行在收集特種個資前必須徵得您同意，特種個資，即生物特徵數據（例如面部識別、指紋識別、虹膜識別和語音識別數據）、宗教、犯罪記錄、健康數據、身心障礙或任何個人資料保護委員會規定的其他資料。

2. Purposes of the collection, use and disclosure of your personal data

蒐集、使用和揭露您個人資料的目的

The Bank will collect, use and disclose your personal data in accordance with the law, that is necessity for (1) the performance of a contract or a request you made to the Bank in order to comply with such contract or request, (2) legal obligations to comply with a

law to which the Bank is subjected, (3) legitimate interest of the Bank or other persons or juristic persons, (4) necessity for preventing a danger to a person's life, body or health, (5) necessity for the public interest, a task carried out in the public interest or the exercising of official authorities, or (6) your consent where any legal basis specified in (1) to (5) cannot be relied on, for the following purposes:
本行將依法蒐集、使用和揭露您的個人資料，這是 (1) 履行合約或您向本行提出的要求以遵守該等合約或要求的必要條件，(2) 遵守本行應遵守的法律的法定義務，(3) 本行或其他人或法人的合法利益，(4) 防止對人的生命、身體或健康造成危險的必要性， (5) 公共利益的必要性，為公共利益而執行的任務或為以下目的行使官方權力，或 (6)在上述 (1) 至 (5) 中規定的任何法律依據不成立情況下您的同意，依照以下目的：

2.1 to contact, communicate or provide information related to or in connection with products or services that you use or will use with the Bank;
聯繫、溝通或提供與您使用或將在本行使用的產品或服務相關或與之相關的資訊；

2.2 to process in accordance with the agreement as stated in your request or agreement made to the Bank, or in connection with such request or agreement, such as document delivery and debt collection, including compliance with an agreement made between the Bank and other person where necessary and related to services provided to you;
根據您向本行提出的請求或合約中所述的協議，或與此類請求或協議有關的合約進行處理，例如文件交付和債務催收，包括在必要且與向您提供的服務相關情形下遵守本行與其他人之間達成的協議；

2.3 to manage your relationship with the Bank and to conduct details or record of your use of services for providing further service to you;
管理您與本行的關係與處理細節或紀錄您所使用的服務來提供進一步的服務給您；

2.4 to manage the information of corporate customers or trusts which may contain your personal data;
管理公司或信託客戶的資料其中包含您的個人資料；

2.5 to comply with relevant laws and regulations;
遵守相關法規規定；

2.6 to identify and verify your identity in accordance with the Know Your Customer process of the Bank, including checking your information, and monitoring such verification as required by law and the Bank;
依據本行了解客戶的流程來驗證和確認您的身分，包含檢查您的資料，同時依照本行及法律要求監控確認流程；

2.7 to take any action as required, requested or recommended by regulatory agencies oversighting the business conduct of the Bank, such as protecting vulnerable customers from certain restrictions or protecting elderly customers from engaging in certain types of transaction, and damage control;
依據主管機關監督本行往來業務的要求、命令或建議所採取的行動，例如保護弱勢客戶免於受某些限制或防止老年客戶參與特定類型的交易，以及損害控管；

2.8 to manage and administer the Bank's internal processes, such as supervising, improving and auditing the Bank's internal operations;
為管理和治理銀行內部流程，如監管、改善和稽核本行內部業務；

2.9 to manage or organize the risks, such as
為管理或制定風險，如:

(1) prevention, handling or mitigation of risks that may arise from illegal actions and may occur to you, the Bank's customers, the Bank's staffs and the Bank itself by considering that information for improving the security system related to the use of channels, the operation system and the security system in the information technology operation of the Bank;
預防、處理或減輕因非法行為而可能給您、本行客戶、本行員工和本行本身帶來的風險，以改進與平台使用、營運系統和銀行資訊科技運作相關的安全系統；

(2) security, such as video recording of visitors or customers of the Bank through closed-circuit television (CCTV) and identity card exchange before building entrance for security within the Bank's premises;
安全，例如本行為安全考量於本行營業場所內建立入口前通過閉路電視(CCTV)錄影監視訪客或客戶，和建立建築物

入口的門禁系統；

(3) risk management related to a course of business of financial institutions, such as credit risk, operational risk, legal risk, liquidity risk and market risk;
與金融機構業務過程相關的信用風險、操作風險、法律風險、流動性風險、市場風險等風險管理；

2.10 to provide and suggest products, services and service options to you, as well as including advertising, communicating, notifying, offering or presenting privileges benefits, rewards or information about products or services of the Bank, companies in the Bank's financial group or business partners that may be of interest to you, or organizing events and promotions, participation in the sweepstakes, or drawing prize for you;
向您提供和建議產品、服務和服務選項，以及您可能對本行感興趣的產品或服務包括廣告、溝通、通知、提供或展示有關本行、本行所屬金融集團中的公司或業務合作夥伴的產品或服務的權益、獎勵或資訊，或為您籌備活動和促銷、參與抽獎或代您抽獎；

2.11 to inspect the use of services or transactions according to your instruction or your counter party’s instruction;
根據您或您的交易相對人的指示檢查服務或交易的使用情況；

2.12 to manage services and complaints, such as checking financial service transactions, inaccurate financial transaction, transmission of information within the Bank or between the Bank and other parties, or accommodating customer complaints, compensation, or using information to improve the work process on such matters;
管理服務和投訴，例如檢查金融服務交易、不準確的金融交易、本行內部或本行與其他方之間的資訊傳輸，或處理客戶的投訴、賠償，或利用資訊改進此類事項的工作流程；

2.13 to conduct statistical analysis or research related to a course of business of the Bank and companies in the Bank's financial group;
對本行及本行所屬金融集團內公司的業務過程進行統計分析或研究；

2.14 to conduct strategic adjustment, benefit protection, or performance evaluation or service provision evaluation of the Bank;
對本行進行策略調整、利益保障、績效評價或服務提供評價；

2.15 to evaluate, develop and improve products or services of the Bank, or to exercise the Bank's rights (such as credit scoring, behavior scoring, and market surveys), and may disclose information from such analysis to you for your financial planning or utilization of other services of the Bank, or to companies within the Bank's financial group or business partners;
評估、開發和改進本行的產品或服務，或行使本行的權利（如信用評分、行為評分和市場調查），並可能向您揭露此類分析的資訊，以供您進行財務規劃或使用本行的其他服務，或本行所屬金融集團內的公司或業務合作夥伴；

2.16 to organize campaigns or promotional activities, meetings, seminars, recreation and company site visits;
組織宣傳或促銷活動、會議、研討會、娛樂和公司拜訪；

2.17 to store data in the cloud storage and in other systems used by the Bank;
儲存數據在雲端和本行使用的其他系統中；

2.18 to perform the Bank’s obligations in accordance with terms and conditions set out in an agreement to which the Bank is a party or to enforce legal or contractual rights of the Bank; and
履行本行義務以符合本行為合約當事人之合約中規定的條款和條件義務或執行銀行法定或契約權利；和

2.19 to connect to or facilitate the access to website, applications and platforms of the Bank or other persons.
連接或便於瀏覽本行或其他人的網站、應用程序和平台。

2.20 performing personal background check as necessary or relevant to the consideration on your qualification as required by laws and specified by the Bank;
根據法律要求和本行規定，進行必要或與您的資格相關的個人背景調查；

2.21 acting as representative, performing its obligation, executing, or carrying out any action in relation to a course of business of the Bank; or

作為代理人、履行其義務、執行或進行與銀行業務過程有關的任何行動；

2.22 managing any matter related to securities holders or proxies, attorneys or members of provident fund as well as performing its obligations as a securities issuer, or a contracting party with a securities issuer, or a business operator in relation to or in connection with securities business.

管理與證券持有人或代理人、律師或公積金成員有關的任何事務，以及履行其作為證券發行人的義務，或與證券發行人的締約方，或涉及證券業務的經營者或與證券業務有關的經營者。

The collection, use or disclosure of your personal data includes sending or transferring your personal data overseas that the Bank proceeds in accordance with the aforementioned purposes and legal basis.
蒐集、使用或揭露您的個人資料包括本行根據上述目的和法律依據將您的個人資料發送或轉移至海外。

3. Persons or entities whom the Bank may disclose your personal data to
本行可能向其揭露您的個人資料的個人或企業

The Bank may be required to disclose your personal data to the following persons or entities located in Thailand or overseas in order to achieve the purposes stated in this Privacy Notice, namely:
為了實現本隱私權聲明所述的目的，本行可能需要向以下 位於泰國或海外的個人或企業揭露您的個人資料，即：

3.1 The companies within the Bank's financial group as published on the Bank's website, including Bualuang Asset Management Company Limited, Bualuang Securities Public Company Limited, Bangkok Capital Asset Management Company Limited, Sinnsuptawee Asset Management Company Limited and Bualuang Ventures Company Limited.

在本行網站上公佈的本行金融集團內的公司包括 Bualuang Asset Management Company Limited、Bualuang Securities Public Company Limited、Bangkok Capital Asset Management Company Limited、Sinnsuptawee Asset Management Company Limited 和 Bualuang Ventures Company Limited。

3.2 The Bank's business partners, such as business partners of the Bank relating to financial, banking, service provision, investment, marketing, transportation, telecommunication, healthcare, insurance or life insurance companies, or any person involved in any promotion or loyalty program, data analytic, platform provider or person whose name or logo appears in the agreement, electronic card, website or other service channels of the Bank.

本行的業務夥伴，例如本行與金融、銀行、服務提供、投資、行銷、運輸、電信、醫療保健、保險或人壽保險公司有關的業務夥伴，或任何參與任何促銷或忠誠度計劃的人、數據分析、平台提供者或者出現在合約中的姓名或品牌商標、電子卡、網站或本行其他服務平台。

3.3 Persons involved in service provision of the Bank, such as intermediaries in banking transactions, settlement or payment service providers, the Bank’s service partners, outsource service providers, operators or sellers of goods or services to the Bank or banking agents both domestically and internationally to which the Bank is a contracting party, such as infrastructure development service providers, internet network service providers, telecommunication and communication service providers, technical infrastructure providers, electronic system development or information technology providers, logistics and warehousing service providers, cloud service providers, service providers for research and data analytics, communication service providers, survey service providers, event and activities organizers, identity verification system service providers, Dip Chip service providers, identity verification service providers, credit rating institute, courier service providers, card printing and information recording in electronic card service providers, selling agents for the Bank's financial products or services, and security or fraud prevention service providers.

參與本行提供服務的人員，如本行交易中介、結算或支付服務提供商、本行的服務合作夥伴、委外服務提供商、向本行提供商品或服務的經營者或銷售商或境內外的本行代理人作為簽約者，例如基礎設施開發服務提供商、網際網路服務提供商、電信和通信服務提供商、技術基礎設施提供商、電子系統開發或資訊技術提供商，物流和倉儲服務提供商、雲端服務提供商、研究和數據分析服務提供商、通信服務提供商、調查服務提供商、活動和活動組織者、身份驗證系統服務提供商、Dip Chip 服務提供商、身份驗證服務提供商、信用評級機構、快遞服務提供商、電子卡服務提供商的卡片打印和資訊記錄、本行金融產品或服務的銷售代理以及安全或防欺詐服務提供商。

3.4 Persons or competent authorities, the Bank may be required to disclose your personal data in order to comply with laws, rules, regulations or orders of government agencies, state enterprises, regulatory authorities, or in any case where the Bank believes

that such disclosure is necessary to comply with the law, to protect the rights of the Bank or other persons, the safety of any person, to prevent, investigate or handle fraud, security or safety in various areas.

個人或主管部門，本行可能會被要求揭露您的個人資料，以遵守政府機構、國有企業、主管機關的法律、法規、法規或命令，或在本行認為此類揭露係必要以遵守法律、保護銀行或其他人的權利、任何人的安全、預防、調查或處理各區域之欺詐、防護或安全等。

3.5 The Bank's advisors, such as financial advisor, legal advisor, technical consultant and auditor.

本行的顧問，如財務顧問、法律顧問、技術顧問和會計師。

3.6 Assignees of the Bank's rights, obligations and legal claims, including any person involved in corporate restructuring, business transfer, investment, merger and acquisition, purchase or sale of assets, shares, or businesses provided that such person will comply with this Privacy Notice as well.

本行權利、義務和法律主張的受讓人，包括任何參與公司重組、業務轉讓、投資、併購、購買或出售資產、股份或業務的人，如該受讓人將遵守本隱私權聲明。

3.7 Other persons related to you, such as owners of a joint deposit account, joint debtors, trustees, beneficiaries, estate administrators, authorized persons, guarantors or any person who place assets as collateral for your debt payment to the Bank.

與您有關的其他人，例如聯名存款帳戶的持有人、聯名債務人、受託人、受益人、遺產管理人、被授權人、擔保人或將資產作為您向本行償還債務的抵押品的任何人。

3.8 Associations, organizations, clubs and agencies, such as the Thai Bankers' Association, Lawyers Clubs, Bank and Financial Institution Internal Auditors Club, and Credit Card Club.

協會、組織、公會和機構，例如泰國銀行協會、律師公會、銀行和金融機構內部會計師俱樂部和信用卡俱樂部。

3.9 Websites and social media, such as Facebook, Google, or Instagram.

網頁和社交媒體,如Facebook, Google, or Instagram。

4. Retention of your personal data and retention period of your personal data
您的個人資料之保留和您個人資料之保存年限

4.1 Retention of your personal data
保存您個人資料

The Bank has established security measures for personal data both in form of document and electronic to prevent unauthorized or unlawful loss, access to, use, alteration, correction or disclosure of personal data.

本行已建立文件及電子形式的個人資料安全措施，以防止未經授權或非法遺失、存取、使用、更改、更正或揭露個人資料。

4.2 Retention period of your personal data
您個人資料的保存年限

The Bank will collect your personal data for the purposes stated by the Bank in this Privacy Notice to the extent necessary as long as required by law, and for a maximum period of 10 years from the cessation date of your relationship with the Bank unless the Bank is required otherwise by law or such personal data is data that cannot be deleted or destroyed due to technical limitations.

在法律要求的情況下，本行將在必要的範圍內為本行在本隱私權聲明中所述的目的蒐集您的個人資料，並且自您與本行的關係終止之日起最長為10 年，除非銀行法律另有要求或此類個人數據是由於技術限制而無法刪除或銷毀的數據。

5. Sending your personal data overseas
傳輸您個人資料到海外

In the event that the Bank has a necessity to send or transfer your personal data to a person overseas, such as your counter party or the Bank's counter party, the Bank's representative, the Bank's overseas branches, the Bank's affiliates and subsidiaries, international agency or organization where the recipient country may have inadequate data protection standard as required by law. In such cases, the Bank will provide appropriate measures to ensure that your personal data sent to the recipient is secure.

如果本行有必要將您的個人資料發送或轉移給海外人士，例如您的交易相對人或本行的交易相對人、本行的代表人、本行的海外分行、本行的關係企業和子公司、國際代理人或組織其接收國法律要求的資料保護標準不足。在這種情況下，本行將採取適當措施確保您發送給收件人的個人資料是安全的。

6. The data collection through the Bank's website system
通過本行網站系統收集數據

To access the Bank's website system, the Bank will automatically collect certain information from your use for the purposes stated in this Privacy Notice; for example, the Bank will use cookies and similar technologies recorded or collected for purpose of conducting statistical analysis, other activities of the website system, or the Bank's business, for purpose of enabling the Bank to provide you with a good experience when you use website, as well as enhancing the efficiency and quality of the Bank's website system services.
訪問本行網站系統，本行將自動蒐集您出於本隱私權聲明所述目的使用的某些資料；例如，本行將使用記錄或蒐集的cookies和類似技術用於進行統計分析、網站系統的其他活動或本行的業務，以使本行在您使用網站時為您提供良好的體驗，以及提高本行網站系統服務的效率和品質。

7. Rights of the data subject
資料主體的權利

You, as the data subject, have the rights as follows:
作為資料主體，您享有以下權利：

7.1 Right to request access and obtain a copy of personal data
請求訪問和獲取個人資料複製本的權利

You have the right to request access to and obtain a copy of personal data related to you which is under the Bank's responsibility or to request the Bank to disclose the acquisition of the personal data obtained by the Bank without your consent.
您有權利要求閱覽和獲取一份由本行負責與您有關的個人資料複製本，或要求本行揭露本行在未經您同意的情況下獲取的個人資料。

7.2 Right to obtain or send or transfer personal data to another data controller
獲取或發送或轉移個人資料給其他資料控制者的權利

You have the right to receive personal data related to you which you provided to the Bank on the basis of your consent, the necessity for the performance of a contract or a request you made to the Bank, or requirement as prescribed by the Personal Data Protection Committee. In the event that the Bank has arranged such personal data to be in the format which is readable or commonly used by ways of automatic tools or equipment, and can be used or disclosed by automated means, you are also entitled to (1) request the Bank to send or transfer personal data in such formats to other data controller if it can be done by automated means; and (2) request to directly obtain personal data in such formats that the Bank sends or transfers to other data controller, unless it is impossible to do so because of technical circumstances.
您有權要求基於您的同意、履行合約必要性及依據個人資料保護委員會的規定收到關於您提交給本行的有關資料。據此本行已安排相關的個人資料為可讀性的格式或透過普遍使用的自動化工具或設備，且可以自動化方式被使用或揭露，意即您可 (1) 要求本行將此類格式的個人資料發送或傳輸給其他資料控管者（如果可以通過自動方式完成）；(2) 要求直接獲取由本行發送或傳輸給其他數據控管者的個人資料，除非由於技術原因無法處理。

7.3 Right to object
反對權

You have the right to object to the Bank's collection, use or disclosure of your personal data in the event that (1) the Bank collects your personal data for the purposes of the necessity for a performance of a task carried out in the public interest by the Bank, or the exercising of official authorities, or for the legitimate interest of the Bank or other persons or juristic persons, (2) the Bank collects, uses or discloses your personal data for the purpose of direct marketing, or (3) the Bank collects, uses or discloses your personal data for the scientific, historical or statistic research purposes unless it is necessary to perform a task carried out for public interest by the Bank.

在以下情況下，您有權反對本行蒐集、使用或揭露您的個人資料：(1) 本行收集您的個人資料是為公共利益而執行任務的必要性。或為官方行使權力，或為本行或其他人或法人的合法利益，(2) 本行為直接行銷目的蒐集、使用或揭露您的個人資料，或 (3) 本行為科學、歷史或統計研究目的蒐集、使用或揭露您的個人資料，除非有必要執行銀行為公共利益進行的工作。

7.4 Right to erase or destroy the personal data
刪除或銷毀個人資料的權利

You have the right to request the Bank to erase, destroy or anonymize your personal data to become the anonymous data which cannot identify your identity where (1) your personal data is no longer necessary for the Bank to collect according to the purposes herein, (2) you withdraw your consent and the Bank has no other legal basis to collect, use or disclose such personal data, (3) you object to the collection, use, and disclosure of your personal data collected by the Bank for the purposes of the necessity for a performance of a task carried out in the public interest by the Bank, or the exercising of official authorities, or for the legitimate interest of the Bank or other persons or juristic persons and the Bank cannot reject such objection, (4) you object the collection, use or disclosure of your personal data for direct marketing purposes, or (5) your personal data has been unlawfully collected, used or disclosed, unless the Bank is obliged to collect your personal data for the purpose for compliance with the law, the establishment of legal claims or the exercise or defense of legal claims of the Bank.

在以下情況下，您有權要求本行刪除、銷毀或匿名化您的個人資料，使其成為無法識別您身份的匿名資料：(1) 本行不再需要依據有關目的蒐集您的個人資料，(2) 您撤回同意且本行沒有其他法律依據蒐集、使用或揭露該等個人資料，(3) 您反對本行蒐集、使用和揭露您的個人資料用於以下目的，由於本行為公共利益或官方行使權力或為本行或其他人或法人的合法利益執行任務的必要性，並且本行不能拒絕此類異議，(4) 您反對為直接行銷目的蒐集、使用或揭露您的個人資料，或 (5) 您的個人資料已被非法蒐集、使用或揭露，除非本行有義務蒐集、使用或揭露您的個人資料以遵守法律規定、確立法律上主張或實行或維護本行合法的權益。

7.5 Right to restrict the use of personal data
限制使用個人資料的權利

You have the right to request the Bank to restrict the use of your personal data where (1) the Bank is pending examination process in accordance with a request to rectify your personal data to be accurate and up-to-date, (2) the Bank collects, uses or discloses your personal data unlawfully, (3) it is not necessary for the Bank to collect, use or disclose your personal data for any purposes, but you request the Bank to collect your personal data for your legal interest, or (4) you request the Bank to temporarily restrict the use of your personal data because the Bank is pending verification or examination with regard to your objection request.

在以下情況下，您有權要求本行限制對您的個人資料的使用：(1) 本行暫緩要求將您的個人資料更正為準確和最新的要求之審查程序，(2) 本行非法蒐集、使用或揭露您的個人資料，(3) 本行無需要蒐集、使用或揭露您的個人資料，但您依據您的合法利益要求本行蒐集您的個人資料，或 (4) 您要求本行暫時限制使用您的個人資料，因為本行正在就您的異議請求進行核實或審查。

7.6 Right to rectification
更正的權利

You have the right to request the Bank to rectify your personal data to be accurate, up-to-date, complete and not misleading.
您有權要求本行將您的個人資料更正到準確、最新、完整且未使人誤解。

7.7 Right to withdraw the consent
撤回同意的權利

You have the right to withdraw your consent given to the Bank for the collection, use and disclosure of your personal data at any time.
您有權於任何時間撤回您交付給本行蒐集、使用和揭露您個人資料的同意。

7.8 Right to revoke the consent
撤銷同意的權利

You are informed that you have the right to revoke your consent for the collection of personal data by the Bank before the Personal Data Protection Act B.E. 2562 comes into effect by submitting a request for revocation of consent to the branch or unit of the Bank that is the main branch or unit that you use or have used service.

本行在此通知您，在個人資料保護法B.E.2562生效前您有權利提交要求向您所使用或曾使用本行的主要服務分行或本行部門撤銷給予之蒐集您個人資料之同意。

7.9 Right to lodge a complaint
提出申訴的權利

You have the right to lodge a complaint to a competent authority or legal authority in the event that the Bank or its data processor, including employees or contractors of the Bank or such data processor, violates or does not comply with personal data protection law.

如果本行或其資料處理者（包括本行的僱員或承包商或此類資料處理者）違反或不遵守個人資料保護法，您有權向主管單位或執法機關提出申訴。

If you wish to exercise any rights with regard to Clauses 7.1 to 7.7 set forth above, you can submit a request to the Bank through the Bank's branches or any other channels specified by the Bank. Once the Bank receives your request, the Bank will examine your request in accordance with the conditions prescribed by law, complete your request, and notify you of the result of the examination and completion of the request within 30 days from the date of receipt of all request and supporting documents.
如您欲行使上述第 7.1 至 7.7 條的任何權利，您可通過本行分行或本行指定的任何其他管道向本行提出請求。本行收到您的請求後，將根據法律規定的條件審查您的請求，完成您的請求，並在收到所有請求之日起 30 日內通知您審查和完成請求的結果和佐證文件。

If you exercise the rights of data subject, you may not be able to receive certain services from the Bank while the Bank is pending verification or examination of your request.
如果您行使資料主體的權利，您可能無法在本行等待驗證或審查您的請求期間獲得本行的某些服務。

The Bank will not charge a fee for exercising the right, unless the Bank deems your request excessive or unreasonable that the Bank may charge a fee to process your request according to the rate announced by the Bank.
本行不會就您行使權利而收取費用，除非本行認為您的要求過度或不合理，本行可能會按照本行公佈的費率收取處理您的請求的費用。

Provided that you may request to exercise your rights from the date the Personal Data Protection Act B.E. 2562 comes into effect onwards.
前提是您可以要求從個人資料保護法 B.E.2562生效日起行使您的權利。

8. Changes to this Privacy Notice
本隱私權聲明的變更

The Bank may amend this Privacy Notice from time to time as appropriate. The Bank will notify you of such change through the Bank's branches, websites and applications, and the Bank would encourage you to read and check the details in Privacy Notice every time when such changes are made.
本行可隨時酌情修訂本隱私權聲明。本行將透過本行的分行、網站和應用程序通知您此類更改，並且本行鼓勵您在每次進行此類更改時閱讀並檢查隱私權聲明中的細項。

9. Contact information
聯絡資訊

If you wish to contact or would like to have more information or explanation for the collection, use and disclosure of your personal data, and exercise the rights of the data subject as specified in this Privacy Notice, you can contact the Bank at the branch or unit that is the main branch or unit that you use or have used service.
如果您想就蒐集、使用和揭露您的個人資料獲得更多資訊或說明，並行使本隱私權聲明中規定的資料當事人的權利，您可以聯繫您所往來或曾往來本行的主要服務分行或本行部門。

Furthermore, you can contact our Data Protection Officer or Data Protection Office through email address: dpo.compliance@bangkokbank.com or our Head Office of the Bank at 333 Silom Road, Silom Subdistrict, Bangrak District, Bangkok 10500.

此外，您可以通過電子郵件地址聯繫我們的資料保護主管或資料保護辦公室：dpo.compliance@bangkokbank.com 或我們的銀行總部，地址為 333 Silom Road, Silom Subdistrict, Bangrak District, Bangkok 10500。

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