

# iPost Banking and Life Insurance Service Contract

(Please select at least one from the following options)

- I have retrieved the Contract previously or downloaded the Contract from the website of Chunghwa Post Co., Ltd. on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (YYYY/MM/DD), and have reviewed and fully understand the entire content of the Contract (the review period for the Contract shall be at least 5 days).
- I have reviewed and fully understand the entire content of the contract upon signing the Contract.

Customer's signature or authorized seal:

Statutory representative's/

group trustee's signature or seal:

Post Office Official Stamp

※Please check the above option has been checked and signed. Supervisor \_\_\_\_\_

## Article 1 Company Information

1. Company Name: Chunghwa Post Co., Ltd. (hereinafter referred to as "Chunghwa Post" "the Post")
2. **Complaint and customer service center line: 0800-700-365 Chunghwa Post Customer Service Center (for mobile users, please dial the payment number 04-23542030)**
3. Website: <https://ipost.post.gov.tw>
4. Address: No.55, Sec. 2, Jinshan S. Rd., Da-an Dist., Taipei City 10603, Taiwan (R.O.C.)
5. Fax: (02) 23979063
6. E-mail address: [giro2@mail.post.gov.tw](mailto:giro2@mail.post.gov.tw) (representative mailbox)

## Article 2 Scope

This contract (the "Contract") is a general agreement on the banking and life insurance service of iPost (including our APP, the same below). Unless it is otherwise agreed in individual contract, the banking and life insurance service of iPost shall be governed by this Contract. Individual agreements may not contradict the Contract. However, individual agreements that are more favorable to the protection of the Customer shall prevail over this Contract.

Where there is any question over the terms of this Contract, interpretations that are favorable to the consumers shall prevail.

## Article 3 Definition

1. **iPost Banking and Life Insurance Service** means the banking and life insurance services provided by the Post are directly accessible to the Customer through computers, smartphones, and other mobile devices via the internet without presenting at a branch in person.
2. **Electronic document** means a record carrying text, sound, pictures, images, symbols, or other forms of information generated electronically or other means not directly recognizable by human perceptions and transmitted for electronic processing by the Post or the Customer of the Post via network connection that is sufficient to convey the intents of the Post or the Customer of the Post.
3. **Digital signature** means an electronic signature generated by the use of mathematic algorithm or other means to create a certain length of digital data from an electronic document encrypted by the signatory's private key and capable of being verified by the public key.
4. **Certificate** means an electronic attestation with a signature verification data to confirm the identity and qualification of the signatory.
5. **Private key** means certain digital data having parity matching relation and possessed by a signatory to generate a digital signature.
6. **Public key** means certain digital data having parity matching relation, openly distributed and used to verify the authenticity of a digital signature.
7. **Device Authentication** means the transaction security control system for identity verification via the mobile device which shall be completed the authentication on our APP in advance (including but not limited to smartphones and tablets) when the Customer is performing transactions of money transfer, bill/tax payment, etc.

## Article 4 Authenticity of Website

The Customer should first confirm the accuracy of the Post's website address before using iPost, and please call the Post's customer service center line for inquiry if there is any question.

The Post should inform the Customer of the risks associated with the use of iPost services in a manner comprehensible to the general public.

The Post should exercise due diligence of a good manager to constantly maintain the accuracy and security of its website, and constantly watch whether any of its webpages has been falsified so as to prevent damage to the interests of the Customer.

## Article 5 Services

The services provided by iPost include inquiry services, money transfer services, integrated savings transactions, direct debit services, bill/tax payment services (our APP), account information management, lost report services, online settings of designated destination transfer accounts, online account closure as well as simple life insurance services. If the information of relevant services appears on iPost, the Post shall ensure the accuracy of that information and the Post's obligations to the Customer shall not be less than what is stated on its website. If the above services

require the Customer to present at a branch for application (e.g., money transfer services and online settings of designated destination transfer accounts), the application shall be executed in compliance with the related regulations of the Post.

Money transfer services (for individual accounts only, excluding political contribution accounts) shall be applied in advance; the total transfer amount shall not exceed **NT\$1 million** per day (including designated, non-designated, interbank, non-interbank, bill payments and Smart Pay).

1. Non-designated transfer: The maximum transfer amount shall be **NT\$50,000** per transaction; the maximum amount per day shall be **NT\$100,000**; the maximum amount per month shall be **NT\$200,000**.

2. Designated transfer (designated destination transfer account will become effective on the following day of application):

(1) For “Designated transfer account setup at a counter”, the maximum amount for each transfer shall be **NT\$1 million**; the maximum amount per day shall be **NT\$1 million**.

(2) For “Designated transfer account online setup”, the maximum amount for each transfer shall be **NT\$50,000**; the maximum amount per day shall be **NT\$100,000**; the maximum amount per month shall be **NT\$200,000**.

## **Article 6 Network for Connection**

The Post and the Customer agree to use the network for sending and receiving electronic documents.

The Post and the Customer should respectively sign network access contract that delineates rights and obligations with an Internet service provider and assume the expenses incurred thereof.

## **Article 7 Receipt of and Response to Electronic Document**

After receiving an electronic document that contains a digital signature or identification as agreed by the Post and the Customer, except where the electronic document concerns an inquiry, the Post should provide a webpage on important information regarding to the transaction indicated in the electronic document for reconfirmation by the Customer and then immediately undergo checking and processing, and notify the Customer of the results of checking and processing by messages.

Any electronic document received by the Post or the Customer from each other is deemed not sent if the identity of the Post or the Customer or the content of the electronic document is unidentifiable. However, if the Post could confirm the identity of the Customer, the Post should immediately inform the Customer of the fact that the content of the document is unidentifiable by phone or written notice.

## **Article 8 Non-execution of Electronic Document**

In case of any of the following situations, the Post needs not execute any electronic document received:

1. The Post has solid reason to suspect the authenticity of the electronic document or the accuracy of the instruction given.
2. The Post would violate applicable regulations if it takes action according to the instruction given in the electronic document.
3. The Post is unable to deduct the required fees from the Customer’s account on account of the Customer.

If the Post decides not to execute an electronic document mentioned in the preceding paragraph, the Post should notify the Customer of the situation and reason for non-execution with transaction message, by phone, or written notice. Upon receiving such notice, the Customer may confirm with the Post by phone or written notice.

## **Article 9 Time for Exchange of Electronic Document**

**Electronic documents are automatically processed by the Post’s computer. The Customer may not withdraw a document after he/she has confirmed the accuracy of its content according to the reconfirmation mechanism provided by the Post according to Paragraph 1 of Article 7 herein and has sent the document to the Post. But for prescheduled transactions that have not taken place, the Customer may withdraw the electronic document sent during a time period specified by the Post.**

If an electronic document is sent via the network to the Post past the service hours for automatic processing, the Post should immediately notify the Customer via an electronic document that the transaction will be processed on the next business day or in a manner as otherwise agreed.

## **Article 10 Fees**

**The Customer agrees to pay service fees, processing fees, or other fees according to the agreed fee schedule starting from the date of using the services under this Contract, and authorizes the Post to deduct such fees automatically from the Customer’s account. However, the Post may not charge fees for services not stated in the agreed fee schedule.**

**If the fee schedule in the preceding paragraph is subsequently adjusted, the Post shall announce the such adjustments at a conspicuous place on the Post’s website and inform the Customer of fee adjustment (referred to as the “Notice” hereunder) through postal news.**

Where the fee adjustment in Paragraph 2 hereof pertains to fee increase, the Post shall offer the Customer an option on its webpage for the Customer to indicate whether he/she agrees to the fee increase. Where the Customer did not indicate his/her consent before the date the fee adjustment takes effect (referred to as the “Adjustment Effective Date” hereunder), the Post may suspend all or part of iPost services used by the Customer starting from the Adjustment Effective Date, and promptly reinstate relevant services under this Contract if the Customer agrees to the fee adjustment later on.

The Post’s announcement and Notice mentioned in the preceding paragraph shall be made 60 days prior to the Adjustment Effective Date, and the Adjustment Effective Date shall not be earlier than the first day of the next year following the year of the announcement and Notice.

## **Article 11 Installation of Hardware and Software by the Customer and Associated Risk**

The Customer should install his/her own computer software, hardware and other security-related equipment required for using the services under the Contract, and assume related installation expenses and associated risks.

If the software and hardware mentioned in Paragraph 1 and relevant documents are furnished by the Post, the Post agrees that the Customer may use them for agreed services only and may not assign, lend or deliver them in any manner to a third party. The Post shall also indicate the minimum software and hardware requirements for its services on its website and the packages of the software and hardware it furnishes, and assume risks associated with the software and hardware it furnishes.

The Certificate saved in a mobile device may not be exported; the Customer shall apply for “DEVICE AUTHENTICATION” resulting from any change, loss, damage of mobile devices, removal of APP, expiry or termination of the Certificate, five failed password attempts, original settings of mobile devices reset or restored. After the Customer applies and completes the device authentication, the Certificate will no longer be available.

Regarding Device Authentication service, the Customer shall re-apply for the password of device authentication due to loss or damage of mobile devices, removal of the authentication device, change of mobile devices, original settings reset or restored.

The Post may require the Customer to return the equipment mentioned in Paragraph 2 when the Customer terminates the Contract only if there is a special agreement to the effect under this Contract.

## **Article 12 Customer’s Connection and Responsibility**

The Customer must have completed necessary tests before connection if it is so mutually agreed with the Post.

The Customer shall be responsible for keeping the user’s ID, password, Certificate, and other tools sufficient for user authentication furnished by

the Post.

The Customer shall use the password provided by the Post at a branch to complete logging into the iPost or our APP to change the password within 30 days; the password would automatically become void upon expiry, and re-application would be required. Username and password applied via ATM or WebATM will expire within 24 hours, while the device authentication password applied via WebATM will expire within 24 hours.

**Where the Customer has entered the wrong username or password in Paragraph 2 for five times consecutively, the Post will immediately suspend the Customer from using the services under this Contract automatically. The Customer shall use ATM, WebATM or present at a branch to reset his/ her username and password if he/she intends to restore the services.**

### **Article 13 Checking the Transactions**

Non-designated Transfer via iPost or our APP service is required to apply at a branch or in a mutually agreed manner.

After the Customer enters fund transfer information on our APP, if the Certificate is used as the transaction security control for identity verification, a set of transaction verification code will be sent by SMS to the Customer. Once received, the code shall be entered on the transaction webpage to complete the transaction.

For those who use Device Authentication as identity verification, after transaction information is entered, the Customer shall log into the authenticated mobile device and make the confirmation to complete the transaction.

After completing the processing of each transaction as instructed by the Customer, the Post shall notify the Customer with an electronic document or in the mutually agreed manner, and the Customer should check whether the transaction result is correct. If there is any discrepancy, the Customer shall notify the Post by phone or written notice within 45 days from the date of finishing the use of service.

The Customer shall provide correct E-mail addresses. If email addresses change, the Customer is required to present at a branch or use WebATM/iPost for email update.

Every month, the Post shall send a transaction statement for the previous month to the Customer in a mutually agreed manner (the statement is not required if no transactions have taken place in the previous month). If the Customer finds error in the transaction statement, he/she shall notify the Post by phone or written notice within 45 days from the date of receiving the statement.

Upon receiving the Customer's notice, the Post shall investigate immediately and reply in writing the findings or result of investigation within 30 days from the date of receiving the notice.

### **Article 14 Electronic Document Errors**

Where an error occurs to an electronic document in relation to services under this Contract sent by the Customer for reasons not attributable to the fault of the Customer, the Post shall assist the Customer in making correction and provide other necessary assistance.

If error occurs to services in the preceding paragraph for reasons attributable to the fault of the Post, the Post shall make correction immediately upon learning the mistake and notify the Customer via electronic document, by phone, or written notice.

Where an error occurs to an electronic document in relation to services under this Contract sent by the Customer for reasons attributable to the fault of the Customer, and the error pertains to the Customer making a mistake in the bank code, account number, or amount transferred into or from his/her own account as applied for or entered such that money is transferred into a wrong account or a wrong amount is transferred, the Post shall take the following actions immediately once it receives a notice from the Customer:

1. Provide details and relevant information on the transaction in accordance with applicable regulations.
2. Notify the destination bank to render assistance.
3. Reply to the Customer the handling of situation.

### **Article 15 Legal Authorization of Electronic Documents and Responsibility**

The Post and the Customer shall make sure the electronic documents they send to each other are legally authorized documents.

**Where the Post or the Customer discovers that a third party uses without authorization or steals the username, password, Certificate, or private key or engages in any other unauthorized use, the Post or the Customer shall promptly notify the other party by phone or written notice to suspend the use of services and take preventive actions.**

If the service used by an unauthorized third party has taken effect before the Post receives a notice from the Customer as mentioned in the preceding paragraph, the Post shall be responsible, except in any of the following circumstances:

1. The Post could show that it results from an intentional or negligent act of the Customer.
2. 45 days have elapsed since the Post has notified the Customer of the transaction data or statement in a mutually agreed manner. However, if the Customer could not receive the notice due to a special cause (e.g. the Customer has been away on a long trip or hospitalized), in such case, 45 days have elapsed since the end of the special situation. The preceding provisions do not apply, provided the Customer's failure to receive the notice result from an intentional or negligent act of the Post.

Fees incurred in investigating the facts of unauthorized use or theft as mentioned in Paragraph 2 hereof shall be borne by the Post.

### **Article 16 Security of Information Systems**

The Post and the Customer shall each ensure the security of the information system to prevent illegal entry, acquisition, alteration, or destruction of transaction records or the Customer's personal data.

With regard to dispute arising out of the hacking of the safeguard measures of the Post's information system by a third party or the loophole of the Post's information system, the Post bears the burden of proof to show that such fact does not exist.

The Post shall be responsible for damages to the Customer caused by third party invasion into the Post's information system.

### **Article 17 Confidentiality**

Unless it is otherwise provided by law, the Post shall ensure that all electronic documents received from the Customer or Customer data obtained in the process of using or executing services under this Contract will not be disclosed to any third party or be used for purposes irrelevant to this Contract. If it is necessary to disclose the aforementioned information to a third party with the consent of the Customer, the Post shall make sure the third party will also assume the obligation of confidentiality herein.

Where the third party in the preceding paragraph violates the obligation of confidentiality, the Post shall be deemed to have violated the provision hereof.

### **Article 18 Indemnity**

The Post and the Customer agree that when the sending or receiving of electronic documents under this Contract is delayed, omitted, or erred due to causes attributable to the fault of one party, which results in damage to the other party, the party at fault shall be held liable for damages incurred to the other party, except the transactions, instructions or services, caused by force majeure or any reasons not attributed to the Post (including but not limited to power failure, blackout, disconnection, telecommunications congestion, network transmission interference or computer system failure, etc.)

## **Article 19 Preservation of Records**

The Post and the Customer should retain the records of all electronic documents on transaction instruction and ensure the truthfulness and integrity of such records.

The Post shall exercise due diligence of a good manager for the retention of records mentioned in the preceding paragraph and retain the records for at least 5 years or longer if so required according to other law.

## **Article 20 Effect of Electronic Documents**

The Post and the Customer agree to use electronic documents as a mean of representation that the electronic documents exchange between them under this Contract have the same effect as written documents, unless it is otherwise provided according to law.

## **Article 21 Termination of Contract by the Customer**

The Customer may terminate this Contract at any time in person (or authorize a proxy in writing) through presenting at the branch or in another mutually agreed manners.

The Contract is deemed as terminated when the registered iPost account of the Customer is terminated or transferred.

When the Contract or the designated account is terminated, the Post would automatically terminate the unexpired scheduled transaction.

## **Article 22 Termination of Contract by the Post**

If the Post plans to terminate this Contract, it shall give the Customer a 30-day advance notice in writing. However, if the Customer has any of the following situations, the Post may inform the Customer for the termination of this Contract at any time by phone or written notice:

- 1.The Customer transfers the rights or obligations under this Contract to a third party without the consent of the Post.
- 2.The Customer files for bankruptcy according to the Bankruptcy Act or files for debt restructuring or liquidation according to the Consumer Debt Clearance Act.
- 3.The Customer breaches the provisions in Article 15 to Article 17 of the Contract.
- 4.The Customer breaches other agreements of the Contract and fails to comply after the Post has demanded remedial action or requested performance within a given time period.
- 5.The customer is an individual, a legal person or an organization sanctioned under the Terrorism Financing Prevention Act, or a terrorist or terrorist group identified or investigated by a foreign government or an international organization.

## **Article 23 Suspension of Service for Improper Usage**

If the Post suspects that the Customer's account is being used for illicit purposes, the Post may suspend the Customer's access to the relevant iPost services at any time.

## **Article 24 Modification of Contract**

The Customer shall be deemed to have accepted any revision, addition or deletion of the provisions of this Contract, provided the Post has notified the Customer of the revision, addition or deletion in writing or through postal news and the Customer did not raise any objection in 7 days after receiving such a notice. However, if the Contract change concerns any of the following matters, the Post shall notify the Customer at least 60 days in advance in writing, via electronic document, or through postal news using conspicuous and explicit wording to state the changes and the provisions before and after the change, and inform the Customer that he/she may raise objection before the change takes effect and that the Customer is deemed to accept the revision, addition or deletion if he/she did not raise any objection during said period of time. The Post shall also inform the Customer that if he/she has objection over the change, he/she has the option to notify the Post of terminating this Contract during the aforesaid time period:

- 1.The manner by which the Post or the Customer notifies the other party of any unauthorized use or theft of username, password, Certificate, private key, or any other situation that is not legally authorized.
- 2.Other matters as provided by the competent authority.

## **Article 25 Service of Documents**

The Customer agrees that the address stated in the basic information profile of the savings account for registered iPost account will be the mailing address for delivery of relevant correspondence. The Customer should promptly notify the Post of address change at the Post's counter or in another manner as agreed or make such changes at iPost, and agree that the changed address shall be the mailing address for delivery of correspondence. If the Customer does not notify the Post of address change in the manner as agreed, the address shown in the basic information profile above or the address last notified by the Customer shall be the address where the Post will send correspondence. After the issuance of the notice from the Post to the Customer, it shall be deemed as serviced after a regular period of postal period.

## **Article 26 Governing Law**

The Contract shall be governed by the laws of the Republic of China.

## **Article 27 Court of Jurisdiction**

If litigation arises from this Contract, the Post and the Customer agree that any disputes in connection with this Contract shall be submitted to the jurisdiction of the district court where governs the headquarter of the Post or the Contract was executed as the court of first instance trial. However, the application of Article 47 of Consumer Protection Act or Article 436-9 of the Code of Civil Procedure on small claim court may not be excluded.

## **Article 28 Heading and Language Clauses**

The headings of this Contract shall be for reference only and shall not affect the interpretation, construction or understanding of each provision herein.

This Contract is executed in both Chinese and English versions. In the event of any discrepancy between these two versions, the Chinese version shall prevail.

## **Article 29 Counterparts**

The Contract is executed in two counterparts, to be held each by the Post and the Customer.