



1. INTRODUCTION

1.1 These General Conditions (these "**Conditions**") apply to each account opened pursuant to the Services Selection Form (an "**Account**") by an account applicant (the "**Customer**") and the related services provided to the Customer ("**Services**") and are binding on the Customer and the Deutsche Bank AG branch, office or affiliate where an Account is held or from which a Service is provided (the "**Bank**").

These Conditions are to be read in conjunction with:

- the specific conditions applying to certain Services as documented in specific service schedules ("**Service Schedules**");
- any country-specific conditions applying to an Account or Services as documented in country schedules and any related country-specific forms ("**Country Schedules**");
- the Services Selection Form setting out the Accounts and Services selected by the Customer; and
- the fee document ("**Pricing Schedule**")

(collectively, this "**Agreement**").

The operational scope of the Services and the available functions as provided by the Bank are described in the reference guides for the Services ("**Reference Guides**").

1.2 In the event of any inconsistency between these Conditions, the Service Schedules, the Country Schedules and the Pricing Schedule, the Service Schedules shall prevail followed by the Country Schedules, the Pricing Schedule and then these Conditions.

2. COMMUNICATIONS

2.1 The Customer and the Bank shall comply with the security requirements as set out in the relevant Reference Guides and the set-up procedures made available to the Customer ("**Communications Procedures**"). In particular the Customer shall ensure that its computer equipment and operating systems are secure and establish security measures to ensure that its users follow the Communications Procedures including protecting the confidentiality and security of passwords and security devices. The Customer shall notify the Bank as soon as possible if the Customer becomes aware of any breach of the Communication Procedures including the compromise of any password or misuse or loss of any security related device.

2.2 The Bank is entitled to act upon communications verified in compliance with the Communications Procedures, to rely on information contained therein and to treat such communications as authorised by the Customer without conducting any further verification - whether or not the information contained in the communication is, in fact, correct or the

1. 前言

1.1 本一般條款（下稱「**一般條款**」）適用於由任一帳戶申請人（下稱「**客戶**」）依據服務選擇表所開立之各個帳戶（下稱「**帳戶**」）及提供予客戶之各項相關服務（下稱「**服務**」），且對客戶及帳戶所在或提供服務之德意志銀行分行、營業所或關係企業（下稱「**本行**」）均具有拘束力。

一般條款應與下列文件合併閱讀：

- 特定服務所適用並記載於個別服務附約之個別條款（下稱「**服務附約**」）；
 - 帳戶或服務所適用並記載於國家附約及任何相關國家個別書表之個別國家條款（下稱「**國家附約**」）；
 - 載明客戶所選擇之帳戶及服務之服務選擇表；及
 - 費用文件（下稱「**收費一覽表**」）；
- （以上所有文件合稱「**本合約**」）。

本行所提供之服務，其操作範圍及可使用之功能記載於該等服務之參考指南（下稱「**參考指南**」）。

1.2 倘一般條款、服務附約、國家附約及收費一覽表之規定有任何不一致之處，應優先適用服務附約之規定，其次依序為國家附約、收費一覽表及一般條款。

2. 通訊

2.1 客戶及本行應遵守提供予客戶之相關參考指南及設定程序中所記載之安全規定（下稱「**通訊程序**」）。尤其，客戶應確保其電腦設備及作業系統具有安全性，並設有安全措施以確保其使用者遵循通訊程序，包括維護密碼及安全裝置之機密與安全等。客戶如獲悉有任何違反通訊程序之情事，包括密碼遭入侵或任何安全相關裝置遭不當使用或遺失，應儘速通知本行。

2.2 本行有權依經通訊程序所確認之通訊行事、信賴該等通訊所含資訊，並得視該等通訊為業經客戶授權，而毋須為進一步確認—不論該通訊所含資訊事實上是否正確或確經授權。通訊程序之目的在於確認本行所收到通訊之真實性，而非偵測該通訊內容是否有誤。



communication is authorised. The purpose of the Communications Procedures is to verify the authenticity of the communications received by the Bank and not to detect errors in the communication.

2.3 The Customer must supply required data accurately, consistently and completely. If a communication contains incomplete, incorrectly formatted or unclear information or cannot be verified in accordance with the Communications Procedures or would violate any applicable law or the rules of any payment scheme or System (as defined in clause 3.6) or if the Bank is otherwise not satisfied with any communication from the Customer, the Bank may decline to act upon the communication.

2.4 Where the Customer communicates with the Bank (or instructs the Bank to communicate with a third party) via a communication channel operated by a third party communication system provider (including a communication channel operated by SWIFT), the Bank is entitled to rely on the authenticity of any information or instructions received in the Customer's name via that communication channel and is not responsible for the transmission of messages (or instructions contained in them) via that communication channel.

3. OPERATION OF ACCOUNTS

3.1 The Customer must always keep Accounts in credit unless the Bank has agreed in writing to provide an overdraft facility. The Bank is entitled, but not obliged, to effect a transaction on an Account if it would overdraw the Account or exceed an agreed overdraft limit. The Bank is entitled to select, at its discretion, which transaction, if any, it shall effect. The Customer must immediately pay sufficient funds into the Account to cover any overdrawn amount in excess of any agreed overdraft limit.

3.2 Pending debits and credits denominated in a different currency from the relevant Account shall be converted into the relevant currency at the Bank's then prevailing spot rate of exchange. The Bank is only required to effect a payment or a transfer of funds to or from an Account at the place where the Account is established and held.

3.3 The Bank shall use reasonable efforts to effect any request to vary or cancel an instruction.

3.4 The Customer shall promptly examine any statement, confirmation or advice made available by the Bank and promptly (but in any case within 60 days from the date on which the information was first made available to the Customer) notify the Bank of any errors in them. In the absence of notification by the Customer within that period, the statement, confirmation or advice will be deemed approved by the Customer. Subject to clause 15.13, the Bank may, but is not obliged to, act on any notification received after that time.

3.5 Where funds credited to any Account in anticipation of receipt of funds are not actually received by the

2.3 客戶提供經要求之資料時必須以正確、一致及完整之方式為之。如通訊所含資訊不完整、格式不正確或內容不明確，或無法依通訊程序加以確認，或將導致違反任何適用法律或任何支付機制或系統（依第 3.6 條定義）之規則，或本行對於來自客戶之任何通訊持有疑慮時，則本行得拒絕依該通訊行事。

2.4 若客戶係透過由第三方通訊系統提供商所運作之通訊管道（含 SWIFT 所運作之通訊管道）與本行進行通訊往來（或指示本行與第三人進行通訊往來），則本行有權信賴透過該通訊管道所收到以客戶名義所為之任何資訊或指示之真實性，且就透過該通訊管道所為之訊息（或其中所含之指示）傳遞，本行概不負責。

3. 帳戶操作

3.1 除本行以書面同意提供透支額度外，客戶應始終維持帳戶內有正餘額。若執行帳戶交易將導致該帳戶超支或超過其約定透支額度，則本行有權（但無義務）執行該筆交易。如本行將執行交易，則有權自行選擇將執行何筆交易，客戶並應立即將足夠款項撥入帳戶以補足超過約定透支額度之任何超支金額。

3.2 如待扣款及待存款之計價幣別不同於相關帳戶之幣別者，應按本行當時之即期匯率轉換為相關幣別。本行僅負有於帳戶開立及維持所在地進行付款或進行該帳戶資金進出之義務。

3.3 本行應盡合理努力執行任何有關變更或取消指示之請求。

3.4 客戶應即時檢視本行所提供之對帳單、確認單或建議，如發現錯誤應即時（但無論如何應於客戶首次收到該等資訊之日起 60 日內）通知本行。如本行於前揭期限內未收到客戶通知者，將視該等對帳單、確認單或建議為業經客戶同意。除第 15.13 條另有規定外，本行得（但無義務）依嗣後收受之任何通知行事。

3.5 如因預期帳戶將收受資金而將款項先行存入該帳戶，但嗣後本行並未實際收到款項，或因錯誤、詐欺而存



Bank, or have been credited in error or as a result of fraud, or if the Bank is obliged to return funds credited to any Account, the Bank shall be entitled to debit any Account with the amount previously credited together with any interest credited or any expenses or charges incurred.

- 3.6 In order to provide a Service, the Bank may need to use a partner or intermediary bank and/or one or more payment, clearing, settlement or other systems provided by a third party (each a "System"). Although the Bank shall be subject to the rules and regulations of the relevant System, the Bank shall not be responsible for the performance of any System or the acts or omissions of any partner or intermediary bank.
- 3.7 If not precluded by law, the Bank may exclusively rely on any account number and no other information quoted in an instruction as the correct Account to be credited or debited.

4. CHEQUES

- 4.1 The Customer shall make all reasonable efforts to avoid, and notify the Bank of, any fraud, loss, theft, misuse or dishonour relating to cheques provided by the Bank. Upon termination of the cheque service for an Account, the Customer shall destroy or return to the Bank any unused cheques and related materials.
- 4.2 Only pre-printed cheque forms, which have been approved by the Bank, may be used for cheque transactions.
- 4.3 The Bank may debit an Account for the face value of a collected cheque for the period in which the Bank investigates concerns regarding an alteration or forgery in respect of the cheque.
- 4.4 The Bank shall be entitled to dishonour a cheque it receives for payment after the cheque has become stale pursuant to the laws applying in the jurisdiction of the relevant Account. If the jurisdiction does not have any such laws, the Bank shall be entitled, upon the exercise of its reasonable discretion, not to honour any cheque it receives for payment.
- 4.5 Where permitted by law and subject to any additional local requirements, the Bank shall use reasonable efforts to effect the Customer's cancellation or stop payment instructions given in respect of any cheque issued by the Customer, provided that such cancellation or stop payment instructions are given in writing and contain such information on the cheque to be cancelled or stopped as may be reasonably required by the Bank.

5. USE AND DISCLOSURE OF INFORMATION

- 5.1 The Customer consents to the collection (from the Customer and from third party sources) and use of information relating to the Customer, its transactions and/or Accounts ("Data"), and, subject to laws on bank secrecy, to the disclosure of the Data to:
- members of the Deutsche Bank group of companies ("DB Entities");

入款項，或如本行有義務返還已存入帳戶之款項者，本行有權自任何帳戶中扣除該先行存入之金額，並一併扣除已存入之任何利息或所生之任何費用或支出。

- 3.6 為提供服務，本行可能須使用合作夥伴或中介銀行及/或由第三方所提供之一種或數種支付、結算、交割等系統或其他系統（以下各稱為「系統」）。本行應遵守相關系統之規則，惟就任何系統之效能或合作夥伴或中介銀行之作為或不作為，本行概不負責。
- 3.7 除法律另有規定外，本行得完全信賴指示中所記載之帳號係正確之存扣款帳戶，而無庸參考指示中之其他資訊。

4. 支票

- 4.1 客戶應盡一切合理努力以避免本行所提供之支票發生詐欺、遺失、失竊、誤用或拒付等情事，如有該等情事並應通知本行。一旦帳戶終止支票服務，客戶應將未使用之支票及相關資料銷毀或返還予本行。
- 4.2 客戶僅得使用經本行核准且預先印製之支票格式進行支票交易。
- 4.3 本行如就所託收支票進行是否有變造或偽造之調查時，於調查期間本行得自帳戶中先行扣除相當於該支票面額之金額。
- 4.4 如支票依相關帳戶所在司法轄區之適用法律係已罹於時效者，本行得拒絕付款。如該司法轄區並無該等法律者，本行有權依其合理之判斷拒絕支付任何請求付款之支票。
- 4.5 如法律許可並在遵守任何其他當地法令規定下，本行應盡合理努力執行客戶有關其所開立支票之取消或止付之指示，惟該取消或止付之指示應以書面為之，並應依本行之合理要求記載有關該遭取消或止付支票之資訊。

5. 資訊之使用及揭露

- 5.1 客戶同意本行得（自客戶及第三人處）蒐集及使用有關客戶、客戶交易及/或帳戶之資訊（下稱「資料」），且在銀行保密義務法令之許可範圍內，同意本行得揭露資料予下列人士：
- 德意志銀行集團所屬公司（下稱「DB 集團成員」）；



- service providers and others acting on behalf of the Bank and/or any other DB Entity, for confidential use;
- credit reference, fraud prevention and other similar agencies, as well as other financial institutions for credit checking, anti-money laundering and fraud prevention purposes;
- regulatory, prosecuting and other governmental authorities, courts and litigation counterparties; and
- affiliates of the Customer (an entity is an affiliate of the Customer if one of such two entities directly or indirectly controls the other or if they are under direct or indirect common control with each other),

where such collection, use and/or disclosure is reasonably necessary for the performance of the Bank's obligations under this Agreement, to administer the Accounts and the wider relationship between the Bank or other DB Entities and the Customer, to manage and improve the Bank's or other DB Entities' businesses and services (including for risk-management purposes), to provide the Customer with information regarding products and services provided by the Bank or other DB Entities, and/or for legal and compliance purposes. This may involve transfers of the Data to persons in any country, including countries without strict data protection laws.

5.2 Before disclosing information relating to its employees and other individuals to the Bank, the Customer shall:

- ensure that those individuals are aware of the matters set out in clauses 5.1 (Use and Disclosure of Information) and 15.10 (Monitoring and Recording), that they may have legal rights of access to and correction of information held about them by the Bank and that if they wish to seek to exercise those rights they should contact the Customer's relationship manager; and
- if consent is required by law, procure the consent of any individual to the disclosure of their personal information.

6. SET-OFF

6.1 The Bank may, at any time, where permitted by law and without notice, set off any debts owed by the Customer to any branch or office of Deutsche Bank AG or any other DB Entity against any debts owed by the Bank to the Customer. This right applies:

- irrespective of the currency in which such debts are owed; and
- whether or not the Bank's or the Customer's debts are matured and whether those debts are actual or contingent.

Where the exercise of a right of set-off involves a currency conversion, the Bank shall apply the Bank's

- 為本行及/或其他任何 DB 集團成員提供服務或從事其他事項之人，以供機密用途之使用；
- 信用報告機構、詐欺防範機構與其他類似機構，以及其他金融機構等，以供信用查核、洗錢防制及詐欺防範目的之使用。
- 主管機關、檢察機關及其他政府機關、法院及訴訟程序之對造；及
- 客戶之關係企業（任一公司直接或間接控制客戶或受客戶控制，或與客戶直接或間接受同一其他公司所控制時，視為關係企業），

惟，前述蒐集、使用及/或揭露應限於本行為履行本合約下之義務、管理帳戶及管理本行或其他 DB 集團成員與客戶間之關係、管理及改善本行或其他 DB 集團成員之營運與服務（包含為風險管理之目的）、提供客戶有關本行或其他 DB 集團成員所提供產品與服務之資訊，及/或為法律及法規遵循之目的而有合理必要者。此可能涉及將資料移轉予任何其他國家（包括無嚴格資料保護法令之國家在內）之人士。

5.2 客戶揭露有關其員工及其他個人之資訊予本行時，應：

- 確保該等個人瞭解第 5.1 條（資訊之使用及揭露）及第 15.10 條（監控及記錄）所載事項，並知悉其享有得存取及更正本行所持有有關其個人資訊之合法權利，以及如其擬行使此等權利時應聯繫客戶之客戶關係經理；及
- 如依法須取得同意者，取得該等個人就其個人資料揭露之同意。

6. 抵銷

6.1 倘法律許可，本行無須通知客戶即得隨時以客戶對德意志銀行任何分行、營業所，或其他任何 DB 集團成員之債務，與本行對客戶之債務互為抵銷。此項權利之適用：

- 不論所欠債務之幣別為何；亦
- 不論本行或客戶之債務是否已屆清償期且不論其是否為實際已發生或為或有債務。

若抵銷權之行使涉及幣別轉換，本行將採用本行當時之即期匯率。為此目的，本行得就尚未結算項目或有項目進行估價。



then prevailing spot rate of exchange. The Bank may value, for these purposes, unliquidated or contingent items.

- 6.2 The Customer must give the Bank two weeks' notice before any of its Accounts may be pledged to a third party. If an Account is pledged, the Customer will ensure that the Bank's rights in set-off will have priority over any pledge provided to such third party.
- 6.3 Clause 6.1 and any amendments thereto in a Country Schedule and any banker's lien or pledge in a Country Schedule will be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).

7. NOTICES

- 7.1 Written notice shall be effective if delivered by the Bank to either the Customer's address or, in the case of a Service requiring the Customer to appoint an agent ("**Customer Administrator**"), the address of the Customer Administrator as specified in each case on the appropriate form provided by the Bank.
- 7.2 Written notice shall be effective if delivered by the Customer, or by the Customer Administrator on the Customer's behalf, to the Bank's address as noted in the Services Selection Form.

8. CUSTOMER OBLIGATIONS

- 8.1 The Customer represents and warrants to the Bank that:
- the Customer has, and shall maintain, all powers, consents and authorisations necessary to enter into this Agreement and to perform its obligations under this Agreement lawfully;
 - the performance of its obligations to the Bank does not conflict with any other contractual duties it may owe to other parties; and
 - this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms.
- 8.2 The Customer shall promptly notify the Bank of any changes to information previously provided to the Bank including, without limitation, any change in the name and address or the authority of any person authorised to operate an Account on behalf of the Customer. Until the Customer has notified the Bank of any such change in a manner agreed with the Bank and the Bank has had a reasonable opportunity to act on that notification, the Bank may rely on the information previously provided to it.
- 8.3 The Customer shall provide the Bank such information and documentation as the Bank may reasonably request from time to time.
- 8.4 The Customer shall make its own assessment as to whether it is subject to any regulatory duties in respect of this Agreement or any Accounts or Services and shall, at all times, comply with all such

- 6.2 客戶應於其任何帳戶設質予第三人前給予本行兩個星期之事先通知。如任一帳戶經設定質權，客戶應確保本行之抵銷權優先於設定予第三人之質權。

- 6.3 第 6.1 條及國家附約中有關該條文之任何修訂以及國家附約中所規定之任何銀行留置權或質權，將不妨礙且獨立於本行隨時享有（不論是否藉由法律之施行、契約或其他方式而享有）之抵銷權、帳戶合併權、留置權或其他權利。

7. 通知

- 7.1 書面通知如經本行交付至本行所提供之相關書表所列表之客戶地址或客戶代理人之地址（如該書面通知與客戶須指派代理人（下稱「**客戶代理人**」）之服務有關者）時，該通知即生效力。
- 7.2 書面通知如由客戶或客戶代理人代表客戶交付至服務選擇表上所載之本行地址時，該通知即生效力。

8. 客戶義務

- 8.1 客戶向本行聲明並保證如下：
- 客戶擁有，並將維持，所有為簽訂本合約及合法履行其於本合約下義務所必要之權力、同意及權限；
 - 客戶對本行履行其義務並不違反任何客戶對他人所負之契約義務；及
 - 本合約構成客戶合法、有效並具拘束力之義務，並得依本合約之規定對客戶強制執行之。
- 8.2 客戶先前提供予本行之資訊如有異動（包括但不限於：經授權代表客戶操作帳戶之人發生姓名、地址及權限之任何變更），客戶應即通知本行。在客戶已依與本行約定之方式通知本行該等變更，且本行已有合理機會據以變更前，本行有權得信賴先前提供之資訊。
- 8.3 客戶應依本行不時之合理要求提供本行資訊及文件。
- 8.4 客戶應自行評估其就本合約或任何帳戶或服務是否負有任何法規義務，且應始終遵循該等法規義務。本行不就帳戶及服務提供任何法律、稅務或會計方面之建



regulatory duties. The Bank provides no legal, tax or accounting advice in respect of the Accounts and Services and no advice regarding the suitability or profitability of a transaction associated with any Account or Service.

- 8.5 The Customer shall comply with any record keeping requirements as set out in the relevant Reference Guides.

9. FEES, CHARGES AND EXPENSES

The Customer shall pay fees, charges and expenses to the Bank (including, without limitation, taxes such as value added taxes, stamp duties and withholding taxes) in respect of each Account and Service at such rates and at such times as then in effect or as documented in the Pricing Schedule. Any amount owed by the Customer may be debited to an Account even if this results in (or increases) a debit balance.

10. STANDARD OF SERVICE

- 10.1 The Bank shall perform its obligations with reasonable care. However, the Bank does not assume any fiduciary obligations to the Customer in the performance of its obligations under this Agreement.
- 10.2 The Bank shall be liable to the Customer only for direct loss suffered as a result of the Bank failing to perform its obligations with reasonable care and in circumstances where the loss is reasonably foreseeable by the Bank.
- 10.3 The maximum liability of the Bank in respect of any payment made or received is the amount of the payment plus interest.
- 10.4 The Bank is not liable for any loss of profit, indirect, incidental or consequential loss or damage (including special or punitive damages) even if advised of the possibility of such loss or damage.
- 10.5 The Customer and the Bank shall be excused from the performance of an obligation under this Agreement for any period to the extent that the Customer or the Bank, respectively, is prevented or hindered from, or delayed in, performing the obligation in whole or in part by any circumstances beyond the reasonable control of the relevant party including, without limitation, delays caused by the other party, an event of force majeure, act of God, earthquake, fire, flood, war, terrorism, civil, industrial or military disturbance, sabotage, epidemic, riot, loss or malfunction of utilities or communication services (including, but not limited to, the SWIFT network), the operation of any System, the imposition of foreign currency exchange control, court order, act of civil or military authority, or governmental, judicial or regulatory action or legal or regulatory uncertainty arising from recently introduced legal or regulatory requirements.
- 10.6 The Customer agrees to indemnify the Bank on demand against any:
- actions, claims, demands, proceedings which

議，亦不就帳戶或服務之相關交易之適合性或獲利性提供任何建議。

- 8.5 客戶應遵守相關參考指南所載之任何記錄保存規定。

9. 費用及支出

客戶應依當時有效或收費一覽表中所載明之費率及時間，就有關各個帳戶及各項服務向本行支付費用及支出（包括但不限於稅款，例如增值稅、印花稅及扣繳稅）。客戶積欠本行之任何金額均得自帳戶中扣抵之，而不論該扣抵是否會導致帳戶餘額成為負數（或使負數增加）。

10. 服務標準

- 10.1 本行應以合理之注意履行其義務。惟，本行於履行其本合約義務時，並不對客戶負有任何忠實義務。
- 10.2 本行對客戶所負之責任，以本行未能以合理注意履行義務而導致客戶發生直接損失且該損失為本行可合理預見者為限。
- 10.3 本行就款項收付所負之最大責任，以該款項加計利息為限。
- 10.4 本行對於任何所失利益，或間接、附隨性或結果性損失或損害（包括特殊或懲罰性損害賠償），概不負責，縱本行已知悉有發生該等損失或損害之可能性者，亦同。
- 10.5 客戶或本行任一方如遇非其所得合理控制之情事，包括但不限於：他方所造成之遲延、不可抗力事件、天災、地震、火災、水災、戰爭、恐怖行動、民團或工業或軍事干擾、破壞行動、疫情、暴動、公用事業或通訊服務（包括但不限於 SWIFT 網路）癱瘓或失效、任何系統之運作、外匯管制、法院命令、民政或軍事機關之行動、政府或司法機關或主管機關之行動，或由於新頒行法令所導致之法律或監理法規不確定性，以致客戶或本行任一方於一定期間內無法或難以或延遲履行其全部或部分義務時，該受影響之一方於該期間內無須履行其本合約下之義務。
- 10.6 客戶同意經本行要求時就下列事項補償本行：
- 本行遭提起之任何訴訟、請求、主張及程序；及



may be brought against the Bank; and

- losses, costs, damages, expenses (including, without limitation, legal fees) or liabilities incurred or sustained by the Bank

arising out of or in connection with the proper performance of the Bank's regulatory duties or duties under this Agreement, the Customer's instructions or the Customer's failure to perform any of its obligations or duties under this Agreement.

- 10.7 Nothing in this clause is intended to exclude or restrict the liability of the Bank arising from fraud or arising from death or personal injury caused by the negligence of the Bank.

11. SECURITY

In addition to any banker's lien or pledge in any Country Schedule, if required by the Bank, the Customer shall, unless prevented from doing so pursuant to applicable law, provide and/or increase, in a form and on terms acceptable to the Bank, security for any claims arising from the banking relationship.

12. INTELLECTUAL PROPERTY

- 12.1 The Bank grants the Customer a non-exclusive, non-transferable right to use any internet-based application, software, hardware or documentation provided by the Bank to the Customer from time to time for the purposes of accessing the Services in accordance with this Agreement. The Customer shall use any application, software or hardware only within the scope of the technical functionalities described in the service documentation and shall treat the same and any documentation provided as confidential.

- 12.2 Upon termination of a Service for which any application or software is used, the right to use shall expire immediately and the Customer shall:

- immediately, at the direction of the Bank, either return or destroy all Service-related computer or software media, any related security devices and all documents and materials provided by the Bank; and
- expunge all applications, software and any intellectual property relating to such Service from any device into which they were programmed (directly or indirectly).

- 12.3 The Customer shall not acquire any title, ownership interest or intellectual property right in the application, software, hardware or documentation.

13. AMENDMENTS AND SERVICE UPDATES

- 13.1 If the Bank considers it is necessary for legal, regulatory or banking system reasons, the Bank will make changes to this Agreement in which case, the Bank will promptly notify the Customer of such changes. Subject to the specific provisions of the Pricing Schedule, other amendments to this Agreement may only be made with the written

- 本行所生或所遭受之損失、成本、損害、支出（包括但不限於法律費用）或責任，

惟，前開各項須為因本行依相關法令妥為履行本合約義務，或因客戶指示或因客戶未能履行其本合約義務所生或與之有關者。

- 10.7 本條規定並未排除或限制本行因詐欺或因本行過失而造成死亡或人身傷害所生之責任。

11. 擔保

除於國家附約中所載之銀行留置權或質權外，如經本行要求，客戶亦應以本行可接受之形式及條件，就金融交易關係所生之任何請求權提供及/或增提擔保，但如礙於相關法令限制而無法為之者，不在此限。

12. 智慧財產

- 12.1 為使客戶得依本合約使用服務，本行茲授予客戶一非專屬、不可轉讓之權利，俾客戶得使用由本行所不時提供予客戶之任何網路應用程式、軟體、硬體或文件。客戶僅得依服務文件中所載之技術功能範圍使用該等應用程式、軟體或硬體，且對該等軟硬體及所提供之文件應予保密。

- 12.2 如任何服務所使用之應用程式或軟體終止時，客戶之使用權應立即失效，客戶並應：

- 立即依本行指示，返還或銷毀與該服務有關之所有電腦或軟體媒介、任何相關之安全裝置及由本行提供之所有文件及資料；及
- 將所有與該服務有關之應用程式、軟體及任何智慧財產自其所（直接或間接）運作之裝置中刪除。

- 12.3 客戶並未取得前揭應用程式、軟體、硬體或文件之任何權利、所有權權益或智慧財產權。

13. 合約變更及服務升級

- 13.1 本行如基於法律、監理或金融制度等原因而認為有必要時，得變更本合約。於此情形下，本行將即時通知客戶該等變更。除收費一覽表另有特別規定外，本合約之其他變更應經本行及客戶之書面同意，方得為之。



consent of the Bank and the Customer.

13.2 The Bank may from time to time implement updates to the Reference Guides by providing 30 Business Days' notice to the Customer in writing or via e-mail or any other electronic communication channel. Any updates required for enhancements to Services or for legal, regulatory, banking system or security reasons may be subject to a shorter notice period.

13.2 本行得不時更新參考指南，但須於 30 個營業日前以書面或透過電子郵件或其他任何電子通訊管道通知客戶。為提升服務所需之任何更新，或基於法律、監理、金融制度或安全理由所需之更新，得於更短期限內通知。

14. TERMINATION AND SUSPENSION

14. 終止及暫停

14.1 Subject to applicable law and regulations, either the Customer or the Bank may terminate an Account or a Service by providing the other party with 30 days' written notice.

14.1 除相關法令另有規定外，本行或客戶均得於 30 日前以書面通知他方後終止任一帳戶或服務。

14.2 Either party may terminate an Account or a Service in writing with immediate effect in the event of the other party entering into insolvency proceedings, committing fraud or material breach of this Agreement, or material deterioration of the other party's financial standing or any other reasonable cause which makes it unacceptable to the terminating party to continue the Account or Service. In which case any obligation due to the other party will become immediately due and payable.

14.2 任一方得基於他方進入破產程序、從事詐欺行為或重大違反本合約，或財務狀況嚴重惡化，或基於其他任何合理事由致其無法繼續維持帳戶或服務時，以書面立即終止該帳戶或服務。此一情形下，一方對他方之所有義務均應立即到期。

14.3 The Bank may suspend an Account or a Service in whole or in part on the occurrence of any of the events listed in 14.2 above, for the purposes of (routine or emergency) maintenance, for security or technical reasons, or to avoid a material disadvantage and/or damage to either the Bank or the Customer.

14.3 如客戶發生前述第 14.2 條所列任一情事，本行得基於（例行或緊急）維修之目的、基於安全或技術原因，或為避免本行或客戶發生重大不利及/或損害，而暫停帳戶或服務之全部或一部。

14.4 Termination of an Account or a Service shall be without prejudice to any outstanding instruction or legal rights or obligations which may have arisen between the Bank and the Customer or the Bank and any third party prior to such termination or which are expressed in these Conditions to survive termination of these Conditions.

14.4 帳戶或服務之終止並不影響先前已發出之指示，或本行與客戶間或本行與任何第三人間於前述終止前已發生之合法權利或義務，亦不影響本一般條款所明定於本一般條款終止後仍繼續有效之權利或義務。

14.5 The Customer may suspend a Service in whole or in part with immediate effect by giving the Bank written notice.

14.5 客戶得以書面通知本行立即暫停任一服務之全部或一部。

15. GENERAL

15. 通則規定

15.1 In so far as this Agreement addresses matters connected with the operation of an Account, all matters arising from or connected with them are governed by the laws of the jurisdiction in which the Account is held. In so far as this Agreement addresses matters concerning the Bank's services for electronic communications channels, all matters arising from or connected with them are governed by English law unless otherwise specified in the Services Selection Form in respect of such Services. Services Schedules and all matters arising from or connected with them are governed by the laws specified therein.

15.1 本合約所規範之事項如與帳戶之操作有關者，因該帳戶操作所生或與其相關之所有事項以該帳戶所在司法轄區之法律為準據法。本合約所規範之事項如與本行之電子通訊管道服務有關者，除服務選擇表中就該等服務另有規定外，因該電子通訊管道服務所生或與其相關之所有事項以英國法為準據法。服務附約及所有因該等服務附約所生或與其相關之事項，則以該等服務附約中明定之法律為準據法。

15.2 The place of jurisdiction for any legal action relating to the operation of any Account or any Service shall in each case exclusively be the jurisdiction of the law governing the operation of the relevant Account or Service pursuant to clause 15.1 (and as noted in the

15.2 與任何帳戶或服務之操作有關之法律訴訟管轄地，依第 15.1 條規定（及依服務選擇表所載），由該帳戶或服務操作所適用法律之司法轄區專屬管轄之，惟本合約並未限制任一方得在他方住所所在地對他方提起



- Services Selection Form), provided that nothing in this Agreement shall limit the right of any party to bring proceedings against any other party before the courts of the jurisdiction in which the other party is domiciled.
- 15.3 This Agreement comprises the entire agreement between the Bank and the Customer in respect of Accounts and Services. No other communication between the Bank or its representatives and the Customer forms a part of this Agreement. In relation to any Account or Service, this Agreement shall prevail over any other general terms of business the Customer has received or may receive from the Bank.
- 15.4 The Bank may sub-contract or delegate the performance of its obligations under this Agreement to third parties, however the Bank shall remain responsible for the performance of such duties. This clause shall not apply in circumstances where, in order to provide a Service, the Bank uses a System or a partner or intermediary bank as described in clause 3.6.
- 15.5 Each of the Bank and the Customer waive any right it may have to immunity from legal proceedings or enforcement of judgment.
- 15.6 The following clauses shall survive the termination of these Conditions: 6 (Set-off), 9 (Fees, Charges and Expenses), 10.6 (Indemnity), 12 (Intellectual Property), 14.4 (Termination) and 15 (General), as well as any clause in any Country and/or Service Schedule that addresses the same subject matter as any of the foregoing clauses or that concern banker's liens or pledges.
- 15.7 If any provision in this Agreement becomes illegal, invalid or unenforceable, the remaining provisions in this Agreement shall remain in full force. A fair provision reflecting the intention of the illegal, invalid or unenforceable provision and the spirit and purpose of this Agreement shall apply in lieu of an illegal, invalid or unenforceable provision.
- 15.8 Where this Agreement is also available in a non-English language version, the English language version shall prevail.
- 15.9 Should the Bank or the Customer fail or delay in exercising any right or remedy under this Agreement, such failure or delay shall not constitute a waiver of that right or remedy. A waiver is only effective if made in writing, agreed by the Bank and the Customer and in respect of the particular circumstance for which it is given.
- 15.10 The Bank and the Customer may monitor and/or record telephone conversations, emails and other communications between them for quality control, security and legal and regulatory compliance purposes and may produce records of these communications as evidence in proceedings brought in connection with this Agreement.
- 15.11 Subject to clauses 6 (Set-off) and 10.6 (Indemnity) as well as any clause in any Country and/or Service Schedule that addresses the same subject matter as any of the foregoing clauses or that concern banker's
- 法律程序之權利。
- 15.3 本合約構成本行與客戶間就有關帳戶及服務之完整合意。本行或其代表人與客戶間之其他通訊概不構成本合約之一部分。就任何帳戶或服務而言，本合約之適用應優先於客戶自本行所收到或可能收到之任何其他一般約定。
- 15.4 本行得將其於本合約之義務轉承包或委任予第三人，惟就該等義務之履行仍應由本行負責。本項規定，對第 3.6 條所述本行為提供服務而使用系統或合作夥伴或中介銀行之情形，不適用之。
- 15.5 本行及客戶茲拋棄其就法律程序或判決執行所得享有之豁免權。
- 15.6 下列條文於本一般條款終止後仍繼續有效：第 6 條（抵銷）、第 9 條（費用及支出）、第 10.6 條（補償）、第 12 條（智慧財產）、第 14.4 條（終止）及第 15 條（通則規定），以及國家附約及/或服務附約中就上述條文之相同議題所為之規定或與銀行留置權或質權有關之任何條文。
- 15.7 本合約如有任何條文為不合法、無效或無法執行，並不影響本合約其他條文之效力。該不合法、無效或無法執行之條文應以其他能反映該等條文真意並符合本合約精神與目的之條文取代之。
- 15.8 如本合約另備有非英文版本者，應以英文版本為準。
- 15.9 本行或客戶如未行使或遲延行使本合約下之任何權利或救濟，該未行使或遲延行使並不構成其拋棄該等權利或救濟。僅當本行及客戶同意就特定情形拋棄權利或救濟並以書面為之，該拋棄始生效力。
- 15.10 本行及客戶得基於品質控管、安全、法律及監理遵循等目的而監控及/或記錄電話交談、電子郵件及雙方間之其他通訊，並得於本合約相關之法律程序提出此等通訊記錄以作為證據。
- 15.11 任何人均不得依據本合約或任何立法主張其有權執行本合約之任何規定，但如第 6 條（抵銷）、第 10.6 條（補償），或國家附約及/或服務附約中就上述條文



liens or pledges, that confer benefits on the Bank and other DB Entities, no other person shall have any right under this Agreement or legislation to enforce any term of this Agreement.

15.12 The Customer may not transfer or assign any of its rights and obligations under this Agreement without the prior written consent of the Bank.

15.13 This clause 15.13 applies in respect of an Account held in a jurisdiction into which Directive 2007/64/EC of the European Parliament and of the Council (the "Payment Services Directive") has been transposed into national law.

To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in this Agreement including, without limitation, Title III of the Payment Services Directive and those articles of Title IV of the Payment Services Directive which are permitted to be subject to disapplication, as transposed under the law of the applicable jurisdiction.

Where the Bank is instructed to transfer funds from an Account to an account held in an EEA Member State, the Bank has until the next Business Day after the point in time of receipt of the payment instructions to credit the funds to the payee's financial institution's account, in each of the following cases:

- when the payment transaction is in euro;
- when the payment transaction is in pounds sterling from an Account held in the United Kingdom;
- when the payment transaction is a national payment transaction in the currency of such EEA Member State;
- when the payment transaction is a national payment transaction involving only one currency conversion from the national currency of that EEA Member State to the euro;
- when the cross-border payment transaction is initiated from an Account held outside the euro area but within the EEA and involves a currency conversion from the national currency of that EEA Member State to the euro, provided that the cross-border transfer takes place in euro.

For all other payment transactions in an EEA currency executed within the EEA the Bank will have until the fourth Business Day after the point in time of receipt of the payment instruction to credit the funds to the payee's financial institution's account.

The Customer shall only be entitled to rectification with regard to unauthorised or incorrectly executed payment transactions if the Customer notifies the Bank thereof without undue delay and in any event no later than 13 months after the date of debit of the relevant Account.

15.14 A reference to a "Business Day" in these Conditions, a Service Schedule, a Country Schedule or in any

之相同議題所為之規定或與銀行留置權或質權有關之任何條文，賦予本行及其他 DB 集團成員權益者，則不在此限。

15.12 客戶未經本行事前書面同意，不得移轉或轉讓其於本合約下之任何權利及義務。

15.13 任一帳戶之所在司法轄區如已將歐洲議會及理事會 2007/64/EC 指令（下稱「支付服務指令」）制定為其本國法令者，該帳戶即適用本 15.13 條規定。

在得以契約排除或變更之範圍內，茲排除或變更未明文規範於本合約但依法默示或視為存在之所有保證及權利，包括但不限於，支付服務指令第三章及第四章中允許於制定國內法時排除適用之條文。

當本行接獲指示應將帳戶內資金移轉至任一歐洲經濟區會員國境內所設帳戶時，於下列任一情形下，本行將於收到付款指示後次一個營業日將款項存入受款人之金融機構帳戶：

- 以歐元進行付款交易時；
- 自英國所設帳戶以英鎊進行付款交易時；
- 以歐洲經濟區會員國之貨幣在其國內進行付款交易時；
- 在歐洲經濟區會員國進行國內付款交易且僅涉及一次幣別轉換（亦即將該會員國國內貨幣兌換為歐元）時；
- 以歐元進行跨國付款交易，且係由歐元區以外（但在歐洲經濟區內）之帳戶付款，並涉及將該歐洲經濟區會員國國內貨幣兌換為歐元之幣別轉換。

至於其他所有在歐洲經濟區內執行之歐洲經濟區貨幣付款交易，本行則將於收到付款指示後第四個營業日將款項存入受款人之金融機構帳戶。

客戶有權要求本行更正任何未經授權或錯誤執行之付款交易情事，倘客戶已給予本行通知，且該通知並未不當遲延且任何情況下均不晚於相關帳戶扣款日後 13 個月者。

15.14 本一般條款、服務附約、國家附約或任何服務文件中所稱「營業日」，係指帳戶於帳戶所在司法轄區得進



service documentation is a reference to a day on which an Account may be operated in the jurisdiction in which the Account is held.

- 15.15 Should the Bank agree to hold documents at the Bank's premises for an agreed period for collection by the Customer and should the Customer not collect such documents within 30 days of the expiry of such period, the Bank may send such documents to the Customer without prior notice. Should any mail sent by the Bank to the Customer (whether under this clause 15.15 or otherwise) be returned to the Bank unclaimed, the Bank shall not be obliged to resend such mail and may, instead, hold such returned mail for such time as the Bank considers reasonable - after which it may destroy such documents.

16. DEPOSIT PROTECTION FUND

The following information applies to deposits on Accounts which are opened and maintained with Deutsche Bank AG including its branches outside of Germany. Deutsche Bank AG is a member of the Deposit Protection Fund of the Association of German Banks (Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.) ("**Deposit Protection Fund**"). The Deposit Protection Fund protects all liabilities to non-banks, which Deutsche Bank AG is required to show in the balance sheet item "Liabilities to customers". Details about the protection provided by the Deposit Protection Fund including the applicable protection ceiling are available at Deutsche Bank AG's website [http://www.gtb.db.com/docs/2014_General Business Conditions August 1 2014.pdf](http://www.gtb.db.com/docs/2014_General_Business_Conditions_August_1_2014.pdf) in clause 20 of the general business conditions ("Allgemeine Geschäftsbedingungen").

行操作之任一日。

- 15.15 如本行同意於一定期間在本行營業處所保存客戶文件以供客戶領取，但客戶並未於該期間屆滿後 30 日內領取該等文件者，則本行得無須給予事前通知即逕行寄交該等文件予客戶。如本行所寄交予客戶之任何郵件（不論是否依本第 15.15 條為之）遭退回且未經請領，則本行無義務重新寄發該郵件，且得依本行認為合理之時間內保存該遭退回之郵件，嗣後並得銷毀該等文件。

16. 存款保障基金

以下資訊適用於在德意志銀行（含其德國境外分行）開立並維持之帳戶內存款。德意志銀行係德國銀行公會 (Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.) 存款保障基金（下稱「**存款保障基金**」）之一員。存款保障基金保障所有對非銀行之債務，德意志銀行必須將此債務認列於資產負債表之「對客戶之債務」項下。有關存款保障基金所提供之保障，包括適用之保障上限等，請詳見德意志銀行 [http://www.gtb.db.com/docs/2014_General Business Conditions August 1 2014.pdf](http://www.gtb.db.com/docs/2014_General_Business_Conditions_August_1_2014.pdf) 一般商業條款 (Allgemeine Geschäftsbedingungen) 第 20 條。