

**光票託收申請暨約定書**  
Application and Agreement for Collection of Clean Bills

- 一、申請人姓名 Applicant : \_\_\_\_\_
- 二、身分證字號/統一編號 ID No. : \_\_\_\_\_
- 三、電話 Telephone Number : \_\_\_\_\_
- 四、地址 Address : \_\_\_\_\_

申請人茲依照背面所列約定，檢附下列之外幣票據，委由貴行辦理託收：

I hereby enclose herewith the clean bills as follows requesting Bank of Taiwan (hereinafter referred to as the "Bank") for collection and agree to the overleaf terms and conditions :

票據號碼 Check No.		發票日 Issue Date	
票據幣別/金額 Currency/Amount			
發票人 Drawer			
付款銀行 Paying Bank			
外匯收入或交易性質 Nature of Remittance			
款項收妥之支付方式 Payment Instruction	存入帳號Credit the A/C : <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/>		
	(限申請人開立於臺灣銀行之帳戶 which shall be an account opened with the Bank)		
註：如指定入帳帳戶為新臺幣帳戶時，本行將依結售當時之牌告即期買入匯率兌換為新臺幣後存入 Note : If the designated credit account is a New Taiwan Dollar account, the Bank shall, on behalf of the Applicant, convert the received payment amount into New Taiwan Dollar at the prevailing spot buying rate and credit into the designated account.			

申請人(兼立約定書人)已詳閱知悉背面之內容並同意光票託收約定書之各條款  
The Applicant (i.e. the Undersigned) hereby declares that the content has been carefully read and fully understood and agrees to be bound by this Agreement for Collection of Clean Bills as provided on the back.

申請人(兼立約定書人)簽章 : \_\_\_\_\_  
Applicant's Signature/Seal : \_\_\_\_\_  
(請親簽或蓋原留印鑑)

中華民國 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日  
Date :

交易序號	櫃台機編號	櫃員編號	主管卡號	更正記號	交易日期	票據種類	票據張數	原幣幣別	列帳幣別
交易參考編號		票據金額			身分證字號/統一編號		收妥金額		

已收手續費 NT \$	經辦	核驗	會計	主管
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(核對本人親簽或驗印)

第一聯：銀行留存聯 第二聯：客戶留存聯

## 壹、光票託收約定書

申請人(兼立約定書人)向臺灣銀行股份有限公司(以下簡稱貴行)申辦外幣票據(光票)託收事宜,同意遵守下列各條款:

- 一、申請人聲明提供貴行託收之外幣票據,絕無偽造、變造或其他瑕疵,倘事後經證實有上述情事,致使貴行受有損害或因此衍生之費用,申請人願負全部賠償責任。
- 二、申請人委託貴行代收之外幣票據,經貴行交付寄送後,如非因可歸責於貴行之事由致遺失或毀損或延遲者,概與貴行無涉,申請人願自負其責。
- 三、申請人同意負擔貴行因託收外幣票據所衍生之手續費、郵電費,如有其他費用亦悉由申請人負擔之。
- 四、申請人同意貴行得自由指定貴行之通匯銀行或其他銀行為外幣票據託收之代收銀行。對代收銀行之故意、過失或因可歸責代收銀行之事由致生損失或延誤,概與貴行無涉,申請人願自負其責。
- 五、申請人瞭解並同意外幣票據款項之收取應依票據付款地之相關法令規定辦理。倘因付款地外匯管制及其他原因致外幣票據款項無法收回、延遲或發生金額不足等情事,概與貴行無涉,申請人願自負其責。
- 六、申請人同意貴行為防止票據遺失或依照銀行作業之慣例,得在票據上或其背面作任何文字或符號記載。此項記載遇票據退票時,貴行無須回復原狀之義務,得逕將票據依當時之狀況交還申請人。
- 七、申請人委託貴行代收之外幣票據如遇退票時,除經貴行另行同意外,貴行並無代為作成拒絕證書或採取其他保全票據權利之義務。
- 八、申請人同意依據美國票據法 Check 21 之規定,申請人委託貴行代收之外幣票據倘因故不能兌現遭退票時,貴行無須退回正本票據之義務,得逕將國外退回之票據影像或替代支票(substitute check)退還申請人,其他國家票據相關法令有類似規定或作法者亦從其規定,申請人絕無異議。
- 九、申請人同意相關收費項目悉依貴行外匯業務收費標準一覽表辦理。
- 十、申請人同意貴行於臺灣地區主管機關核定承辦之業務範圍及遵循臺灣地區、代收銀行及付款銀行所在國於防制犯罪及反恐法令之特定目的下,得辦理申請人個人資料及光票託收交易資訊之蒐集、處理、利用或國際傳輸。
- 十一、本約定書如有未盡事宜,悉依國際商會最新版本之「託收統一規則」有關規定辦理。
- 十二、因本約定書所生之爭議如有涉訟,申請人同意以辦理光票託收分支機構所在地之地方法院為管轄法院。

※本約定書之英文譯本僅供參考,如與中文版本歧異,以中文版本為準。

### 【Agreement for Collection of Clean Bills】

The Applicant (i.e. the Undersigned) applies to Bank of Taiwan (hereinafter referred to as the "Bank") for collection of clean bills and hereby agrees the terms and conditions as follows:

1. The Applicant hereby represents and warrants that all the clean bills in foreign currencies presented hereunder for collection are neither forged, altered, nor contain any other defect. If it is subsequently found otherwise, the Applicant shall be fully liable for any and all losses, damages, costs or expenses incurred by the Bank.
2. The Applicant agrees that the Bank shall bear no responsibility for any losses, damages or delay in the process of collection. The Applicant shall assume all risks and liabilities arising thereof.
3. The Applicant agrees to pay and compensate the Bank necessary handling fees, postage and any other fees arising from or in connection with the collection of the clean bills.
4. The Applicant agrees that the Bank may at its own discretion designate a correspondent bank to act on its behalf for collection of the clean bills. The Applicant agrees that the Bank shall bear no responsibility for any loss or delay arising from the willful misconduct or negligence of the correspondent bank and the causes attributable to the correspondent bank in the process of collection.
5. The Applicant understands and agrees that the collection of clean bills shall comply with the applicable laws of the place of payment. Due to foreign exchange control or other reasons arising from the place of payment, the Bank shall bear no responsibility for the consequences, such as non-payment, delay, or insufficient amount of the clean bills. The Applicant shall assume all risks and liabilities arising thereof.
6. The Applicant agrees that, for the purpose of the precaution against being lost and/or based on general banking practice, the Bank may place any word or mark on the front or reverse side of the clean bills. In the event that any of such clean bills is dishonored, the Bank shall be under no obligation to revert such clean bill to its original condition and may return such clean bill as it is to the Applicant.
7. Unless otherwise agreed by the Bank, in the event of non-payment of any clean bill which has been requested by the Applicant for collection, the Bank shall be under no obligation, for or on behalf of the Applicant, to make a protest or attend to any other procedure required by law to preserve the Applicant's right to such clean bills.
8. According to the "Check Clearing for the 21st Century Act" as stipulated by the U.S., the Applicant acknowledges and agrees that, in the event a clean bill which has been requested by the Applicant for collection is returned for any reason, the Applicant may receive a returned check image or a returned substitute check, instead of a returned physical check. If other countries have similar acts or regulations in place, aforementioned shall be applied as well.
9. The Applicant agrees that related details of charges are according to the Bank's fee schedule.
10. The Applicant agrees that the Bank may collect, process, utilize or transmit internationally his/her personal data and collection of clean bills information for the specific purposes of conducting the business approved by the competent authority in Taiwan and complying with laws and regulations for preventing crime and terrorism in Taiwan and other countries in which the correspondent bank and paying bank reside in.
11. Any other matters not stipulated under this Agreement shall be handled in accordance with the latest version of "ICC Uniform Rules for Collections" at the time of collection.
12. In case of any disputes arising from this Agreement, the Applicant agrees to submit to the jurisdiction of the District Court which the Bank's collection of clean bills branch belonged to.

※The English translation which appears in this Agreement is for reference only. In case of any discrepancy, the Chinese version shall prevail.

### 貳、臺灣銀行股份有限公司履行個人資料保護法第八條第一項告知義務內容

親愛的客戶您好:

臺灣銀行股份有限公司(以下稱本行)向申請人蒐集個人資料時,依據個人資料保護法(以下稱個資法)第八條第一項規定,明確告知下列事項,請詳閱:

- 一、蒐集個人資料之目的:
  - (一)辦理外匯業務、存款與匯款之特定目的。
  - (二)依法定義務、法令規定及金融監理需要、金融爭議處理所為之蒐集、處理及利用。
  - (三)契約、類似契約或其他法律關係事務、消費者保護、消費者、客戶管理與服務。
- 二、蒐集之個人資料類別:姓名、身分證統一編號、護照號碼、證照號碼、出生年月日、國籍、通訊方式及其他詳如相關業務申請書或契約書之內容,並以本行與申請人往來之相關業務、帳戶或服務及自申請人所實際蒐集之個人資料為準。
- 三、個人資料利用之期間、地區、對象及方式:
  - (一)期間:個人資料蒐集之特定目的存續期間,或依相關法令規定(如:商業會計法等)或因執行業務所必須之保存期間或依個別契約就資料之保存所定之保存年限。(以期限最長者為準)
  - (二)地區:下列揭示利用「對象」其國內及國外所在地。
  - (三)對象:本行(含受本行委託處理事務之委外機構)、依法令規定利用之機構(例如:本行所屬金融控股公司)、其他業務相關之機構(例如:本行海外分支機構、通匯行、財金資訊股份有限公司、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者)、依法有權機關或金融監理機關。
  - (四)方式:符合個人資料保護相關法令以自動化機器或其他非自動化之利用方式。
- 四、依據個資法第三條規定,申請人就本行保有申請人之個人資料得行使下列權利:
  - (一)除有個資法第十條但書規定之情形外,得向本行查詢、請求閱覽或請求製給複製本,惟本行依個資法第十四條規定得酌收必要成本費用。
  - (二)得向本行請求補充或更正,惟依個資法施行細則第十九條規定,申請人應適當釋明其原因及事實。
  - (三)本行如有違反個資法規定蒐集、處理或利用申請人之個人資料,依個資法第十一條第四項規定,申請人得向本行請求停止蒐集。
  - (四)依個資法第十一條第二項規定,個人資料正確性有爭議者,得向本行請求停止處理或利用申請人之個人資料。惟依該項但書規定,本行因執行業務所必須,或經申請人書面同意,並註明其爭議者,不在此限。
  - (五)依個資法第十一條第三項規定,個人資料蒐集之特定目的消失或期限屆滿時,得向本行請求刪除、停止處理或利用申請人之個人資料。惟依該項但書規定,本行因執行業務所必須或經申請人書面同意者,不在此限。

五、申請人如欲行使上述個資法第三條規定之各項權利,有關如何行使之方式,請向本行各營業單位或免費客服專線(0800-025-168)詢問。

六、申請人得自由選擇是否提供相關個人資料,惟申請人若拒絕提供相關個人資料,本行將無法進行必要之審核及處理作業,致無法提供申請人相關服務。

※本告知義務內容之全文(含中、英文對照版),請詳臺灣銀行網址:<http://www.bot.com.tw>(表單下載區/外匯類相關表格項下)。

※For the complete content about this notice (including Chinese/English versions), please refer to the website of The Bank:

<http://www.bot.com.tw/default.htm>