**華泰商業銀行個人貸款借據暨約定書**

**借 據**

**(個人非購屋非購車貸款)**

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| 本借據暨約定書於民國 | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | 年 | | | | | | | | | |  | | | | | | | | | | | | | | | | 月 | | | | | | | |  | | | | | | | | | | 日經借款人(含借款人兼擔保物提供人)、保證人(含保證人兼擔保物提供人) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 及擔保物提供人攜回(審閱期間至少五日)詳細審閱本借據暨約定書全部條款，並充分瞭解且願確實遵守。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 甲方(即借款人) | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 邀同保證人 | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 及擔保物提供人 | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 向華泰商業銀行股份有限公司(以下簡稱乙方)辦理貸款，貸款額度包括**不可循環動用部分** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 及**可循環動用**部分，共計**新臺幣** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整**，雙方約定遵守下列各條款： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **壹：不可循環動用部分條款(含分期償還貸款)：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 一、本貸款額度共計**新臺幣** | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整，其個別額度如下：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **貸款一：新臺幣** | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整。貸款二：新臺幣** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 二、本貸款乙方應依下列方式之一撥款，作為貸款之交付： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 撥付甲方在乙方開設之 | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 分行 | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | 存款，帳號第 | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 號帳戶內。 | | | | | | | | | | | | | | | | | | | | | |
| 撥付甲方指定之 | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | 銀行 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | 存款，帳號第 | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 號帳戶。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 按房屋買賣雙方出具之撥款委託書(如附件)辦理撥付。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 依甲方與乙方個別約定之撥付方式： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 。 | | |
| 三、貸款期間(甲方及保證人同意授權乙方於撥款日代為填寫）： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **貸款一：**本貸款期間 | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | 年 | | | | | | | | | | |  | | | | | | | | | | | | | | | 月，自民國 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | 年 | | | | | |  | | | | | | | | | | | | 月 | | | | | |  | | | | | | | | | 日起至民國 | | | | | | | | | | |  | | | | | | | | | | | 年 | | |  | | | | | | | | | | | 月 | | | |  | | | | | | | | 日止。 | | | | | | | | | | |
| **貸款二：**本貸款期間 | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | 年 | | | | | | | | | | |  | | | | | | | | | | | | | | | 月，自民國 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | 年 | | | | | |  | | | | | | | | | | | | 月 | | | | | |  | | | | | | | | | 日起至民國 | | | | | | | | | | |  | | | | | | | | | | | 年 | | |  | | | | | | | | | | | 月 | | | |  | | | | | | | | 日止。 | | | | | | | | | | |
| 四、本貸款本息攤還方式： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **貸款一：按下列第(** | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | **)款；貸款二：按下列第(** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | **)款。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (一)自實際撥款日起，以每一個月為一期，按期於每月 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | 日繳付利息，到期日( | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | 年 | | | |  | | | | | | | | | | | | | | | | | 月 | | |  | | | | | | | | 日)還清本金。 | | | | | | | | |
| (二)自實際撥款日起，共分 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | 期，依年金法，按月攤還本息。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (三)自實際撥款日起，共分 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | 期，依年金法，按月攤還本息。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (四)自實際撥款日起，共分 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | 期，本金按月平均攤還，利息按月計付。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (五)自實際撥款日起，共分 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | 期，前 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | 期為寬限期，按月付息，並自第 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | 期起，再依年金法按月攤還本息。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (六)**依甲乙雙方約定之其他方式：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 。 | | |
| **乙方提供「無限制清償期間」與「限制清償期間」二種方案，甲方同意勾選下列之內容：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **無限制清償期間：甲方同意按第壹條第五項第** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | **款計付貸款利息，甲方並得隨時償還貸款或結清帳戶，無須支付違約金。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **限制清償期間：甲方同意按第壹條第五項第(五)款計付貸款利息，並同意自本貸款撥款日起** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | **個月內(不得超過三年) 提前** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **清償部分本金 提前清償全部本金 提前清償全部本金且塗銷時，應給付提前清償違約金。上開提前清償違約金之計收方式如次：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(一)自實際撥款日起** | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(二)第** | | | |  | | | | | | | | | **個月至** | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(三)第** | | | |  | | | | | | | | | **個月至** | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **但因下列事由而提前償還者，不在此限：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1.法令另有規定或應乙方之請求者。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.甲方發生死亡或重大傷殘情事，並取得證明文件者。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 五、本貸款利息計算方式：**貸款一：按下列第(** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | **)計算；貸款二：按下列第(** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | **)計算。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (一)採**固定**利率，按年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | %計算。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (二)按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | %)。 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (三)按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | %)。 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (四)自第 | | | | |  | | | | | | 個月至第 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | 個月採**固定**利率年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | %計算；第 | | | | | | | | | | | | | | | |  | | | | | | | | 個月至第 | | | | | | | | | | |  | | | | | | | | | | | | | | | | | 個月按乙方定儲利率指數(目前 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 為 | | |  | | | | | | %)加碼年利率 | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %)；第 | | | | | | | | | | | |  | | | | | | | | 個月至第 | | | | | | | | | | | | |  | | | | | | | | | | | | | | 個月按乙方定儲利率指數(目前 | | | | | | | | | | | | | | | | | | | | | | | | |
| 為 | | |  | | | | | | %)加碼年利率 | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (五)限制提前清償之利率計算方式如次： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.採**固定**利率，按年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | %計算。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | %)。 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.採分段式利率，按年利率計算，貸款期間利率依下列表格指定之方式分段調整： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **貸款利率** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 貸款期間 | | | | | | | | | | | | | | | | | **固定**利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **機動**利率 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 第 |  | 個月至第 | | | |  | | | | | | | | 個月 | | | | 按年利率 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | %**固定**計息 | | | | | | | | | | | | | | | | | | 按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %(合計年利率 | | | | | | | | | | |  | | | %) | |
| 第 |  | 個月至第 | | | |  | | | | | | | | 個月 | | | | 按年利率 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | %**固定**計息 | | | | | | | | | | | | | | | | | | 按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %(合計年利率 | | | | | | | | | | |  | | | %) | |
| 第 |  | 個月至第 | | | |  | | | | | | | | 個月 | | | | 按年利率 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | %**固定**計息 | | | | | | | | | | | | | | | | | | 按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %(合計年利率 | | | | | | | | | | |  | | | %) | |
| 第 |  | 個月起 | | | | | | | | | | | | | | | | 按年利率 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | %**固定**計息 | | | | | | | | | | | | | | | | | | 按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | %(合計年利率 | | | | | | | | | | |  | | | %) | |
| (六)甲乙雙方約定之其它方式： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 。 | |
| **貳：可循環動用部分條款：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **一、週轉型：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(一)本貸款額度：新臺幣** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整(爾後每次循環動用以「額度動用申請書」代之)。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (二)本貸款乙方應依下列方式之一撥款，作為貸款之交付： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 撥付甲方在乙方開設之 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 分行 | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | 存款，帳號第 | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 號帳戶內。 | | | | | | | | | | | | | | |
| 撥付甲方指定之 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 銀行 | | | | | | | | | | |  | | | | | | | | | | | | | | | 存款，帳號第 | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 號帳戶。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 按房屋買賣雙方出具之撥款委託書辦理撥付。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 其他： | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 利息收取以額度動用申請書之撥款日為基準日，每月為一期按期收取，本金到期一次清償。以上應繳納本息、延滯利息、違約金 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 及其他一切費用，由乙方逕行無摺提領/轉帳繳付，無需甲方之存摺、 取款憑條或甲方簽發之本票、支票等付款憑證，若因而使 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 帳戶存款不足發生與第三人間之糾紛等，甲方願負一切責任，均與乙方無涉，絕無異議。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (三)貸款期間**(甲方及保證人同意授權乙方於撥款日代為填寫）**： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 本貸款期間 | | | | | | | | | | | |  | | | | | | | | | | 年 | | | | | | |  | | | | | | | | | | | | | | | | | | | | | 月，自民國 | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | 年 | | | | | |  | | | | | | | | | | | | 月 | | | | | | |  | | | | | | | | | | | | 日起至民國 | | | | | | | | | | | | | |  | | | | | | | | | | 年 | | | |  | | | | | | | | | | | | | | | 月 | | |  | | | | | | | | 日止。 | | | | | | | | | |
| **(四)本貸款計息，依年利率以365日為計息基礎(逢閏年時亦同)以每日最終放款餘額乘以年利率，再除以365即得每日之利息額。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **二、透支型：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(一)本貸款額度：新臺幣** | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **元整。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (二)貸款撥付及還款方式： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 就約定之額度上限內，於貸款期間憑存摺及取款條或支票或自動化設備或網際網路系統或其他取款方式，自甲方於乙方 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | |  | | | |
| 分行開立之 | | | | | | | | | |  | | | | | | | | | | | | | | | | 存款，帳號第 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 號帳戶循環透支動用，本貸款利息每月底結算一次於次 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 日滾入本金或扣減存款。**透支餘額因前項利息滾入，致超過約定透支契約限額時，甲方應立即償還超過之數額，如未償還乙方** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **得終止契約並通知甲方一次清償全部欠款。**甲方如另委託乙方自前項指定帳戶代扣繳水費、電費、電話費、瓦斯費、稅費、貸 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 款利息、本金、違約金、保險費或其他各種費用款項者，其各該扣款約定，亦得動支本貸款。倘本契約之貸款額度已不足支付 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 時，由乙方自行排定應扣繳或支付之順序。以上應繳納本息、延滯利息、違約金及其他一切費用，得由乙方逕行無摺提領/轉帳 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 繳付，無需甲方之存摺、 取款憑條或甲方簽發之本票、支票等付款憑證，若因而使帳戶存款不足發生與第三人間之糾紛等，甲 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 方願負一切責任，均與乙方無涉，絕無異議。本貸款動支期限屆期不續約者應於屆期之翌日將本息一次清償。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (三)貸款期間**（甲方及保證人同意授權乙方代為填寫貸款期間，貸款生效日為乙方核准日期或額度啟用日）：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 本循環貸款期間為 | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | 年 | | | | | | | | |  | | | | | | | | | | | | | | 月，自民國 | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | 年 | | | | | |  | | | | | | | | | | | | | 月 | | | | |  | | | | | | | | | | 日起至民國 | | | | | | | | | | | | | |  | | | | | | | | | | | 年 | | | | | | |  | | | | | | | | | | 月 |  | | | | | 日止。 | | | | | | | |
| **甲方不為反對自動續約之意思表示︰** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **期滿甲方應立即償還全部貸款之本金、利息、延滯利息、違約金及應付之費用。每次期滿前經乙方重新評定授信額度通過後** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **得以同一契約內容繼續延長一年，不另行換約，其後亦同；或另以其他契約協議續約。原契約未還之金額即視為依新約所動** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **用之貸款。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **甲方不自動續約。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **(四)本貸款計息，依年利率以365日為計息基礎(逢閏年時亦同)以每日最高放款餘額乘以年利率，再除以365即得每日之利息額。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **三、本貸款利息計算方式：乙方提供「無限制清償期間」與「限制清償期間」二種方案，甲方同意勾選下列之內容：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **週轉型：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **無限制清償期間：甲方同意按第貳條第三項第** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | **款計付貸款利息，甲方並得隨時償還貸款或結清帳戶，無須支付違約金。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **限制清償期間：甲方同意按第貳條第三項第(五)款計付貸款利息，並同意自本貸款撥款日起** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | **個月內(不得超過三年) 提前** | | | | | | | |
| **清償部分本金 提前清償全部本金 提前清償全部本金且塗銷時，應給付提前清償違約金。上開提前清償違約金之計收方式** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **如次：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1.自實際撥款日起** | | | | | | | | | | | |  | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.第** | |  | | | | | | **個月至** | | | | | |  | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | |
| **3.第** | |  | | | | | | **個月至** | | | | | |  | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | **%計付違約金。** | | | | | | | | | | | | | | | | | | | | | | | | |
| **透支型：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **無限制清償期間：甲方同意按第貳條第三項第** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | **款計付貸款利息，甲方並得隨時償還貸款或結清帳戶，無須支付違約金。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **限制清償期間：甲方同意按第貳條第三項第(五)款計付貸款利息，並同意自本貸款撥款日起** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | **個月內(不得超過三年) 提前** | | | | | | | |
| **清償部分本金 提前清償全部本金 提前清償全部本金且塗銷時，應給付提前清償違約金。上開提前清償違約金之計收方式** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **如次：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1.自實際撥款日起** | | | | | | | | | | | |  | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.第** | |  | | | | | | **個月至** | | | | | |  | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | **%計付違約金；** | | | | | | | | | | | | | | | | | | | | | | | | |
| **3.第** | |  | | | | | | **個月至** | | | | | |  | | | | | | | | | | | | **個月內清償者，應按提前清償本金之** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | **%計付違約金。** | | | | | | | | | | | | | | | | | | | | | | | | |
| **以上提前清償計收方式因「法令另有規定或應乙方之請求者」、「甲方發生死亡或重大傷殘情事，並取得證明文件者」事由而提前償還** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **者，不在此限。** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (一)採**固定**利率，按年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | %計算。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (二)按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | %)加年利率 | | | |  | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)。 | | | | | | | | | | | | |
| (三)自第 | | |  | | | | 個月至第 | | | | | | | |  | | | | | | | 個月採**固定**利率年利率 | | | | | | | | | | | | | | | | | |  | | | | | | | | %計算；第 | | | | | | | | |  | | | | | | 個月至第 | | | | | | | |  | | | | | | | 個月按乙方定儲利率指數(目前為 | | | | | | | | | | |
|  |  | | | | | %)加碼年利率 | | | | | | | | | | |  | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | |  | | | | | | | | | %)；第 | | | | | | | |  | | | | | | 個月至第 | | | | | |  | | | | | | | | 個月按乙方定儲利率指數(目前 | | | | | | | | |
| 為 | |  | | | | | | | %)加碼年利率 | | | | | | | | | | | |  | | | | | | | | | | | | %機動計息(合計年利率 | | | | | | | | | | | | | | | |  | | | | | | | | | | %)。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (四)用核准額度前50%(含)以內按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加碼年利率 | | | | | | | | | | | | |  | | | | | | | %**機動**計息(目前年利率 | | | | | | | | | | | |  | | %)； | |
| 動用逾50%(不含)核准額度按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加碼年利率 | | | | | | | | | | | | |  | | | | | | | %**機動**計息(目前年利率 | | | | | | | | | | | |  | | %)； | |
| (五)限制提前清償之利率計算方式如次： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.採固定利率，按年利率 | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | %計算。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)加年利率 | | | | | | |  | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | | | |  | | | | | | | | %)。 | | | | | |
| 3.自第 | | | | |  | | | | | | 個月至第 | | | | | | |  | | | | | | | | | 個月採固定利率年利率 | | | | | | | | | | | | | | |  | | | | | | | | | %計算；第 | | | | | | | | | | |  | | | | | | | 個月至第 | | | | | | | |  | | | | | 個月按乙方定儲利率指數(目前 | | | | | | |
| 為 | | | |  | | | | | | %)加碼年利率 | | | | | | | | | | | | |  | | | | | | | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | |  | | | | | | | | %)；第 | | | | | | |  | | | | | 個月至第 | | | | | | | | |  | | | | | 個月按乙方定儲利率指數 | | | | |
| (目前為 | | | | | | |  | | | | | | %)加碼年利率 | | | | | | | | | | | | | | | | | |  | | | | | %**機動**計息(合計年利率 | | | | | | | | | | | | | | | | | |  | | | | | | | %)。 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.用核准額度前50%(含)以內按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | %)加碼年利率 | | | | | | | | | | |  | | | | | | | | %**機動**計息(目前年利率 | | | | | | | | | | |  | %)； | |
| 動用逾50%(不含)核准額度按乙方定儲利率指數(目前為 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | %)加碼年利率 | | | | | | | | | | |  | | | | | | | | %**機動**計息(目前年利率 | | | | | | | | | | |  | %)； | |
| (六) 甲乙雙方約定之其它方式： | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 。 |
| **叁**、乙方應提供甲方貸款本息之計算方式及攤還表，並應告知網路或其他查詢方式。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **肆、各項貸款利息計算方式，除「第貳條第一項第(四)款及第貳條第二項第(四)款」已約定者外，分為下列二種方式：** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (一)貸款期間一年(含)以下者『按日計息』：一年(含閏年) 以三百六十五日為計息基礎，以每日**最終**貸款餘額乘以年利率，再除以三百 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 六十五即得每日之利息額。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (二)貸款期間逾一年者『按月計息』：本金乘以年利率，再除以十二即得每月之利息額。不足一個月之畸零天數部分，則按日計息，即： | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 一年(含閏年)以三百六十五日為計息基礎，以本金乘以年利率、天數，再除以三百六十五即得畸零天數部分之利息額。 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| **此 致**  **華泰商業銀行股份有限公司 台照** | **華泰商業銀行股份有限公司** |

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| **1** | **借款人(兼擔保物提供人)** 身分證統一編號： | | | | | | | | | |  | | | | | | 對保日期： |  | | | 年 |  | 月 |  | 日 |
| (簽章) | | | | | | | | | | | | | | | | 對保地點： |  | | | | | | | |
| **戶籍地址：** |  | | | | | | | | | | | | | | | 對保人： | | | | | | | | |
| **2** | 一般保證人連帶保證人擔保物提供人一般保證人兼擔保物提供人連帶保證人兼擔保物提供人 | | | | | | | | | | | | | | | | 對保日期： |  | | | 年 |  | 月 |  | 日 |
| 身分證統一編號： | | |  | | | | | | | | | |  | | | 對保地點： |  | | | | | | | |
|  | | | | | | | | | | | | | (簽章) | | |
| **戶籍地址：** |  | | | | | | | | | | | | | | | 對保人： | | | | | | | | |
| **3** | 一般保證人連帶保證人擔保物提供人一般保證人兼擔保物提供人連帶保證人兼擔保物提供人 | | | | | | | | | | | | | | | | 對保日期： |  | | | 年 |  | 月 |  | 日 |
| 身分證統一編號： | | |  | | | | | | | | | | | | | 對保地點： |  | | | | | | | |
| (簽章) | | | | | | | | | | | | | | | |
| **戶籍地址：** |  | | | | | | | | | | | | | | | 對保人： | | | | | | | | |
| **留存印鑑式樣：**自簽約日起，甲方及保證人等與乙方往來之各授信契據及書類，依下列□內以「v」方式約定之項目為憑。 | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1** | 借款人 | | | | | | **2** | 一般保證人連帶保證人擔保物提供人  一般保證人兼擔保物提供人  連帶保證人兼擔保物提供人 | | | | | | | **3** | 一般保證人連帶保證人擔保物提供人  一般保證人兼擔保物提供人  連帶保證人兼擔保物提供人 | | | | | | | | | |
| 下列授權簽章式樣 | |  | | 式憑 |  | 式即生效力 | 下列授權簽章式樣 | |  | | 式憑 |  | 式即生效力 | | 下列授權簽章式樣 | | | |  | | 式憑 |  | 式即生效力 | | |
| 另立「授信印鑑卡」為憑 | | | | | | | 另立「授信印鑑卡」為憑 | | | | | | | | 另立「授信印鑑卡」為憑 | | | | | | | | | | |
| (式樣一) | | | (式樣二) | | | | (式樣一) | | | (式樣二) | | | | | (式樣一) | | | | | (式樣二) | | | | | |

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| 承辦單位 | 核准號碼： | 帳號： | 科子目： | 撥款日： | 經辦： |
|  | 核准號碼： | 帳號： | 科子目： | 撥款日： |
| 核准號碼： | 帳號： | 科子目： | 撥款日： | 主管： |
| 核准號碼： | 帳號： | 科子目： | 撥款日： |

**中 華 民 國 年 月 日**

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**約 定 書**

**第一條（文書送達）**

甲方、保證人及擔保物提供人之住所或通訊處所或乙方之營業場所如有變更，應立即以書面或甲、乙雙方約定之方式告知對方、保證人及擔保物提供人。

甲方、保證人及擔保物提供人因名稱、印鑑、或其他足以影響乙方權益變更情事發生時，應即以書面將變更情事通知乙方，並辦妥變更或註銷留存印鑑之手續，於未為通知及變更或註銷留存印鑑手續前與乙方所為之交易，甲方、保證人及擔保物提供人均願負完全責任，如因而造成乙方損失，並願負賠償責任。

**第二條（利率調整之通知）**

(一)定儲利率指數之牌告調整，於每一個月或每三個月定期調整公告，牌告調整基準日為每屆應調整月份當月之十八日(如遇假日則順延至次一營業日)，定儲利率指數調整之取樣標準為調整日當月份十日(如遇假日則順延至次一營業日)之中央銀行公告之所有參考金融機構一年期定期儲蓄存款利率機動利率之平均值（取至小數點後第二位，小數點後第三位四捨五入）。

各項貸款之適用利率隨定儲利率指數變動而調整（固定利率除外），並自調整後之第一個繳款日起自調整日起，按調整後之適用利率計算，

該調整日如遇假日則順延至次一營業日調整。

參考金融機構係選取台灣銀行、合庫銀行、土地銀行、華南銀行、彰化銀行、第一銀行、台灣企銀、國泰世華銀行、兆豐國際商銀、台北富邦銀

行等十家銀行之一年期定期儲蓄存款機動利率平均數，每三個月（每年一、四、七、十月之十八日）或每個月十八日定期調整一次。若參考

金融機構如發生下列任一情事者，甲方及保證人同意乙方得逕行變更定儲利率指數之參考金融機構，並另指定其他本國金融機構代之︰

1.有合併、停業、重整、破產、消滅等情事，或有銀行法第六十二條受勒令停業、監管、接管等處分之情事者。

2.停售一年期定期儲蓄存款商品者。

(二)乙方應於定儲利率指數調整時 **15 日**內將調整後之定儲利率指數告知甲方。未如期告知者，其為利率調升時，仍按原約定利率計算利息、遲延利息；其為利率調降時，則按調降之利率計算利息、遲延利息。

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| **(三)前項告知方式，乙方除應於營業場所及網站公告外，雙方另約定應以** |  | **之方式告知(上述約定告知方式得以:1.存摺登錄2.臨櫃繳息收據列** |

**印等為之)，如未約定者，應以書面通知方式為之。(利率調整公告日與實際登錄或收受通知日會有時間上之落差)**

(四)乙方調整定儲利率指數時，甲方得請求乙方提供該筆貸款按調整後貸款利率計算之本息攤還方式及本息攤還表。

(五)本貸款利息計算方式係依借據第壹條第五項第(六)款或第貳條第三項第(六)款，由雙方個別約定利息計付方式者，其利率調整時，準用本條前四 項之約定。

**第三條（遲延利息及違約金）**

**甲方如遲延還本或付息時，以本金自到期日起，照應還本金金額，並按原貸款利率計算遲延期間之遲延利息並收取違約金。違約金計算方式為：逾期六個月以內者，按原貸款利率之百分之十 ，逾期超過六個月部分，按原貸款利率之百分之二十，按期計收違約金，每次違約狀態最高連續收取期數為九期。**

**上述之應還本金金額，於加速條款行使前，以「當期應攤還本金」（還款方式採按月本息攤還者）或「當期應繳利息」（還款方式採按月付息，到期還本者）為基礎計收遲延利息及違約金；於加速條款行使後，以「未償還本金餘額」為基礎計收遲延利息及違約金。**

**第四條（自用住宅貸款特約條款）**

**本貸款契約如發生自用住宅貸款債權，訂有甲方分期清償，一期遲延給付，即喪失期限利益而視為全部到期之約定（即加速條款）者，於符合下列各款條件時，乙方不得行使加速條款實行其擔保物權人之權利：**

**(一)甲方依消費者債務清理條例第一百五十一條提出協商請求或調解聲請之日，同時以書面提出願依本貸款契約條件分期償還之清償方案。**

**(二)前款清償方案之條件如下：**

**1.積欠之本金、利息、違約金及相關費用，於剩餘年限按期平均攤還。**

**2.積欠之本金，仍依原貸款契約約定利率按期計付利息。**

**(三)甲方遲延履行本貸款契約分期償還之期數未逾二期。**

**甲方如於剩餘年限依原契約條件正常履約顯有重大困難者，得向乙方申請延長還款期限。經乙方審核確有上開情事者，於徵得保證人書面同意後，得延長其還款期限至六年，另於延長之期限內，甲方仍應就本金部分依原契約約定利率計付利息。**

**本條第一項所稱自用住宅，係指甲方所有，供自己及家屬居住使用之建築物。如有二戶以上住宅，應限於其中主要供居住使用者。所稱自用住宅貸款債權，係指甲方為建造或購買自用住宅或為其改良所必要之資金，包括取得自用住宅基地或其使用權利之資金，以自用住宅設定擔保向乙方借貸而約定分期償還之債權。**

**第五條（加速條款）**

**甲方對乙方任一貸款所負之支付一切本息及費用之債務，均應依約定期限如數清償。**

**(一)甲方如有下列情形之一，乙方得酌情縮短貸款期限，或視為全部到期。但乙方依下列第4.款至第7.款之任一事由為前揭主張時，應於合理期間(至少三日)以書面通知甲方後，始生縮短貸款期限，或視為全部到期之效力：**

**1.依破產法或消費者債務清理條例聲請和解、聲請宣告破產、聲請民事更生或清算、經票據交換所通知拒絕往來，清理債務、聲請公司重整、停止營業時。**

**2.依約定原負有提供擔保之義務而不提供時。**

**3.因刑事而受沒收主要財產之宣告時。**

**4.甲方對乙方任何一宗債務不依約清償本金或付息時。**

**5.擔保物被查封或擔保物滅失、價值減少或不敷擔保債權時。**

**6.甲方對乙方所負債務，其實際資金用途與乙方核定用途不符時。**

**7.受強制執行或假扣押、假處分或其他保全處分，致使乙方有不能受償之虞時。**

**(二)如甲方於貸款期間內死亡，其繼承人仍願依約履行者，乙方同意不主張視為全部到期。但甲方之繼承人未依約履行或依法聲請法院進行限定繼承清算程序者，乙方將主張視為全部到期。**

**(三)乙方為防制洗錢及打擊資助恐怖主義之目的，甲方同意乙方得依「洗錢防制法」、「資恐防制法」、「金融機構防制洗錢辦法」及相關法令規定，如有下列行為之一時，乙方毋須事先通知，得隨時縮短貸款期限，或視為全部到期：**

**1.乙方於定期或不定期辦理審查作業(包含對借款人、保證人、擔保物提供人…等授信相關人之審查)，得於符合法規且基於風險控管之合理範圍內，請提供必要之個人或公司資料、或對交易性質與目的或資金來源進行說明；若不願配合審視、拒絕提供實質受益人或對甲方行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明，或有相當事證足認有從事詐欺、洗錢、資助恐怖主義等不法行為或疑似該等不法行為時。**

**2.乙方於發現借款人、保證人及擔保物提供人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體時。**

**第六條（抵銷預約及抵充順序）**

甲方不依本契約之約定按期攤付本息時，債權債務屆期或依本約定書第五條「加速條款」規定視為到期，乙方得將甲方及保證人寄存乙方之各種存款及對乙方之其他債權於必要範圍內期前清償，並將期前清償款項抵銷甲方對乙方所負本契約之債務。但甲方之存款及其對乙方之其他債權足以清償本契約之債務者，則乙方對保證人不得行使抵銷權。

乙方依前項為抵銷，其抵銷之意思表示應以書面方式通知甲方及保證人，其內容應包括行使抵銷權之事由、抵銷權之種類及數額，並以下列順序辦理抵銷：

(一)甲方對乙方之債權先抵銷，保證人對乙方之債權於乙方對甲方強制執行無效果後抵銷。

(二)已屆清償期者先抵銷，未屆清償期者後抵銷。

(三)抵銷存款時，以存款利率低者先抵銷。

但下列三種情形者，不得行使抵銷權：

(一)法令有禁止抵銷之規定者。

(二)當事人有約定不得抵銷者。

(三)基於無因管理或第三人因交易關係經由委任乙方向甲方付款者。

同時乙方發給甲方及保證人之各種存款憑單、存摺、支票存款往來約定書或其他憑證，於抵銷範圍內失其效力。

**甲方對乙方負擔數宗債務時，如所提出之給付，或經乙方依約定自動轉帳取償之款項、或乙方處分擔保品所得價金或抵償金額不足清償全部債務者，除另有書面約定外，乙方得依序先行扣抵應付之費用(包括但不限於乙方代墊之擔保物保險費)、違約金、遲延利息、利息後再沖抵本金或逕依民法第三百二十一條、第三百二十二條規定抵充。上述乙方代墊之擔保物保險費，甲方及保證人同意乙方於代墊日起逕行抵充。**

**第七條（個人資料之利用）**

**乙方僅得於履行本契約之目的範圍內，蒐集、處理及利用甲方、保證人及擔保物提供人之個人資料及與金融機構之往來資料。但相關法規另有規定者，不在此限。**

**甲方、保證人及擔保物提供人同意 不同意(二者擇一勾選，未勾選者視為不同意；甲方或保證人如不同意，乙方將無法提供本項貸款服務)乙方得將甲方、保證人及擔保物提供人與乙方之個人與授信往來資料提供予財團法人金融聯合徵信中心及受乙方遵循相關法令委任代為處理事務之人。但乙方經甲方、保證人及擔保物提供人同意而提供予前述機構之甲方、保證人及擔保物提供人與乙方往來資料如有錯誤或變更時，乙方應主動適時更正或補充，並要求前述機構或單位更正或補充，及副知甲方、保證人及擔保物提供人。甲方、保證人及擔保物提供人提供乙方之相關資料，如遭乙方以外之機構或人員竊取、洩漏、竄改或其他侵害者，應儘速以適當方式通知甲方、保證人及擔保物提供人，且甲方、保證人及擔保物提供人向乙方要求提供相關資料流向情形時，乙方應即提供甲方、保證人及擔保物提供人該等資料流向之機構或人員名單。**

甲方、保證人及擔保物提供人了解貸款後如未按時依約繳款，乙方將依主管機關規定報送登錄金融聯合徵信中心信用不良紀錄，而可能影響甲方、保證人及擔保物提供人等未來申辦其他貸款或信用卡之權益。上述信用不良紀錄之揭露期間請上聯徵中心網站（www.jcic.org.tw）「社會大眾專區」之「資料揭露期限」查詢。

**第八條（委外業務之一般處理）**

甲方、保證人及擔保物提供人同意乙方依主管機關相關法令規定，得將交易帳款收付業務、電腦處理業務或其他與本契約有關之附隨業務，委託第三人(機構)處理。

乙方依前項規定委外處理業務時，應督促並確保該等資料利用人遵照銀行法、個人資料保護法及其他相關法令之保密規定，不得將該等有關資料洩漏予受託人以外之第三人。

受乙方委託處理資料利用人，違反個人資料保護法規定，致個人資料遭不法蒐集、處理、利用或其他侵害甲方、保證人及擔保物提供人權利者，甲方、保證人及擔保物提供人得依民法、個人資料保護法或其他相關法令規定，向乙方及其委託處理資料利用人請求連帶賠償。

**第九條（委外業務之特別處理-委外催收之告知義務）**

甲方如發生遲延返還本金或利息時，乙方得將債務催收作業委外處理，並應於債務委外催收前以書面通知甲方、保證人及擔保物提供人。通知內容應依相關法令規定，載明受委託機構名稱、催收金額、催收錄音紀錄保存期限，及其他相關事項。

乙方應將受委託機構基本資料公佈於乙方營業場所及網站。

乙方未依第一項規定通知或受委託機構未依相關法令規定辦理催收，致甲方、保證人及擔保物提供人受損者，乙方應負連帶賠償責任。

**第十條（擔保物限制處分及共通援用）**

**擔保物為不動產時，非經乙方書面同意，甲方、保證人及擔保物提供人絕不擅自蓋建、拆除、改建、增建或為其他足以減少該抵押不動產價值之一切行為，不動產提供擔保時或之後，如有出租、出借或其他處分等情事，甲方、保證人及擔保物提供人應據實以書面通知乙方；擔保品為動產時，提供擔保時或之後，如有出租、出借、出質、遷移或其他處分等情事，甲方、保證人及擔保物提供人應據實以書面通知乙方。以上約定，如有違反或為不實陳述致乙方發生任何損害，甲方、保證人及擔保物提供人願負一切民、刑事法律責任。**

**乙方因業務或確保債權之需得查勘或保全本貸款之擔保品。前項擔保物經設定抵押權者，擔保範圍及擔保債權總金額悉依抵押權設定契約書暨其他約定事項辦理。**

**第十一條（擔保物之返還或更換）**

凡持有乙方發給甲方之擔保物收據或保管證或甲方印鑑，前往乙方請求返還或更換擔保物及其有關文件者，均視為甲方之代理人，乙方得准予返還或更換之，但乙方明知其無代理權時，不在此限。

**第十二條（擔保物之保險條款）**

甲方自貸款日起至貸款清償日止，每年應為提供抵押之擔保物向保險公司投保適當火險(含地震險)，其保險費由甲方負擔。如甲方怠於辦理投保或續保時，乙方得代為辦理，所墊付之保險費應由甲方立即償還，否則自墊付之日起，乙方得將墊付之保險費逕列入甲方所欠金額並按本契約之約定利率計息。但乙方並無代為投保、續保或代墊付保險費之義務。

**第十三條（地震險理賠金分配條款）**

抵押權人因擔保物受地震毀損所受領之保險理賠金，於清償債務人之貸款前，應先提撥該保險理賠金之百分之四十予被保險人。

**第十四條（借據、票據等之瑕疵、毀損、喪失所生風險之負擔）**

甲方對乙方所負之一切債務，其債權證書及契據如因不可抗力之因素或不可歸責於乙方之事由，致有毀損、滅失或遺失時，除乙方帳簿、傳票、電腦製作之單據、往來文件、債權憑證之正本、影本、縮影本、電腦掃描儲存之電磁記錄等之記載，經甲方證明確有錯誤，乙方應更正之外，甲方對上述簿據文件之記載，均如數承認，並依約履行債務，且同意一經乙方通知，即向乙方補正授信契據或其他債權證書，以供乙方收執。

**第十五條（一般保證人/連帶保證人特約事項）**

**保證人為連帶保證人時，如甲方不照約履行，連帶保證人就求償不足部分負責立即如數付清；保證人為一般保證人時，如甲方不照約履行並經乙方強制執行而無效果者，一般保證人等就乙方求償不足部分負責立即如數付清 (惟如一般保證人有數人者，乙方應先就各該保證人平均求償之。但乙方為取得執行名義或保全程序者，不在此限) 。保證人並同意下列事項：**

**(一)一般保證人/連帶保證人之保證債務範圍含本貸款債務之本金、利息、違約金、損害賠償及其他從屬於本貸款債務之負擔。**

**(二)一般保證人/連帶保證人存於乙方之存款、信託基金或乙方代一般保證人/連帶保證人收取之款項，在一般保證人/連帶保證人未履行保證債務前乙方得依法移充抵銷保證債務。一般保證人/連帶保證人如有他項財務存於乙方，在一般保證人/連帶保證人未履行保證債務前，乙方有權依法留置。**

**(三)一般保證人/連帶保證人等代甲方清償債務後，依法請求乙方移轉擔保物權時，甲方、各一般保證人及各連帶保證人等絕不異議。**

**第十六條（擔保能力之加強）**

乙方基於具體事實認定，認為保證人有本約定書第五條所列情形或信用欠佳，而有追加或更換保證人之必要時，甲方一經乙方通知，應即追加或更換乙方認許之保證人。

經更換之原保證人，不論係一人或數人，其保證責任於新保證人簽妥保證契約，並徵得其他保證人之同意後，即由乙方通知免除。

但新保證人對更換前已發生之主債務如約定不負保證責任，則該經更換之原保證人之保證責任，應俟換保前已發生之主債務完全清償，且換保手續業已辦妥時，方可免責。

**第十七條（其他約定事項）**

(一)甲方及保證人於乙方所負一切之債務，均同意依照約定期限及金額如數償還，而本借據暨約定書所稱之一切債務，係指甲方及保證人所應負擔前列各項目之實際貸款餘額，並包括其利息、遲延利息、違約金、聲請法院之執行費用及債務不履行而發生之損害賠償及其他有關費用。

(二)授信案件如須辦理代償，於乙方尚未取得擔保品之首順位抵押權前，不得動用代償後之剩餘款項（或額度）。

(三)本約定如有未盡事宜，依據相關政府法令規定，如因政府法令變更，除法令有明訂應與甲方及保證人另行協議者，乙方得以公告或書面通知方式告知甲方及保證人修訂條款及規定。

**第十八條（本行保留授信額度）**

(一)甲方同意借據暨約定書簽訂後，若乙方未收取承諾費用，乙方得視乙方之資金情況決定是否予以撥款或同意甲方動支授信額度，反之甲方承諾使用資金額度，乙方得收取承諾費。

(二)甲方同意借據暨約定書簽訂後，乙方於撥款時，倘經再次查詢聯徵中心後，發現甲方有其他新增核准應計入DBR22倍(甲方於全體金融機構之無擔 保債務(包含信用卡、現金卡及信用貸款)歸戶後之總餘額除以平均月收入，不宜超過22倍)規範之授信額度，甲方同意乙方保留核貸與否之權利。

**第十九條（員工貸款）**

甲方及保證人同意遵行下列規定：

(一)員工因退休、自請離職、留職停薪或受免職處份者，應於生效日前全數清償本息。

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **(二)如無法全數清償本息者，其利率得於生效日起按 貴行定儲利率指數(目前為** | | |  | **%)** |  | **碼年利率** |  | **%機動計息(目前**  **，** |
| **年利率** |  | **%)】並於剩餘期間內繼續繳付本息。** | | | | | | |

**第二十條（透支型貸款應遵守事項）**

甲方及保證人同意遵行下列規定：

(一)甲方以自動化設備密碼、金融卡或存摺與取款憑條、簽發之本票、支票或經乙方認可之其他票據支用及網路銀行或電話暨行動銀行自貸款帳戶提款、轉帳或消費轉帳扣款，或委請乙方逕由指定帳戶辦理自動扣償或付款而致甲方存款不足支付時，乙方依本借據暨約定書或另訂契約文件在約定之貸款限額及期間內，得就其存款不足金額由電腦自動辦理轉帳撥貸。

(二)甲方授權乙方自本貸款生效日起，若甲方其他貸款等債務存在時，得免憑甲方之存摺及取款條等，逕行由上述存款帳戶自動轉帳支取款項，以償付該貸款本息、相關應付費用及其他債務，亦即甲方同意每次存入之款項，應先扣抵沖還該貸款本息、相關應付費用及其他債務，若尚有餘額始以存款處理，並以本項為不可撤回之授權依據，不另立授權書。

(三)甲方及保證人同意前項由電腦自動辦理轉帳撥貸之交易紀錄及其金額即為向乙方貸款行為及其金額收迄之認定依據與證明，乙方無須另行舉證，甲方及保證人無異議。

(四)自動化設備或金融卡之取款密碼，經乙方依自動櫃員機、其他機具或特約商店等認為與留存乙方之密碼相符而辦理提款、轉帳或消費轉帳扣款等者，縱使甲方之自動化設備密碼或金融卡或其取款密碼有遭盜用(例遭竊盜、搶奪、強盜、強制及侵占等)、偽造或變造等情事以致發生任何損失時，甲方及保證人仍願無條件負擔ㄧ切責任，概與乙方無涉。

(五)如使用存摺及取款憑條辦理貸款者，其印鑑或簽名經乙方認定與甲方留存之印鑑或簽名相符，縱令該取款憑條上之印鑑或簽名有被盜用、偽造或變造等情事以致發生損失時，甲方仍願負擔一切責任與乙方無涉。

**第二十一條（廣告責任）**

乙方應確保廣告內容之真實，對甲方所負之義務不得低於廣告之內容。廣告視為契約內容之一部分。

**第二十二條（服務管道）**

甲方及保證人如對本借據暨約定書有疑義時，可逕與乙方專線聯絡。服務專線電話號碼為：0800-075252；傳真：(02)25328959；電子郵件信箱：callcenter@hwataibank.com.tw；本行網址：http://www.hwataibank.com.tw/hwatai/index.jsp；其他：申訴專線電話號碼：0800-021678。

上開資料如有變更，乙方應於營業場所及網站公告。

**第二十三條（管轄法院之約定）**

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| --- | --- | --- |
| 本貸款契約涉訟時，甲乙雙方同意台灣 |  | 地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第 |

二項、第四百三十六條之九規定小額訴訟管轄法院之適用。

**第二十四條（契約之交付）**

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| --- | --- | --- |
| 本借據暨約定書正本乙式 |  | 份，由甲乙雙方、保證人及其他關係人各執乙份為憑。 |

**第二十五條（特別約定條款）：**

(一)甲方與保證人同意授權乙方依實際貸款撥款日及約定貸款期間，填寫本借據所載之貸款期間。

(二)甲方所需負擔各項手續費用金額詳如**｢代扣款項委託書｣**，甲方授權乙方得免憑甲方之存摺及取款憑條或支票，利用自動化設備或乙方任一有權簽章人員簽發存款支出憑證，逕自於與乙方簽立之**「代扣款項委託書」**中約定帳戶自動轉帳取償本貸款之有關債務及費用(包括本金、利息、違約金及擔保物之保險費)。

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **本類型無擔保貸款目前總費用年百分率為** | | | | | | |  | **%，係依目前之貸款額度、貸款期間、貸款利息計算及收取之費用計算出。年百分率計算基** |
| **準日為民國** |  | **年** |  | **月** |  | **日，日後年百分率會依實際貸款期間、利率調整等因素而變動。** | | |

**(三)甲方倘發生退票或財團法人金融聯合徵信中心債信異常或本約定書第五條「加速條款」所列情形之一者時，同意乙方於未清償餘額限度內，得圈存甲方及保證人帳戶，俟甲方改善信用貶落情事後，乙方予以解除圈存。**

**(四)法院或檢察機關函請乙方配合對甲方及保證人為禁止提款、轉帳、付款、交付、轉讓或其他必要處分時，乙方得縮短貸款期限或視為全部到期。**

**(五)本條上述各項內容經乙方承辦人員逐項告知並由甲方及保證人簽名及蓋章以示確認了解與同意。**

(六)其他特別約定條款：

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| --- | --- | --- | --- |
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| **借款人、保證人及擔保物提供人簽章：** | |  |