

**AGREEMENT
ON
USING ELECTRONIC FINANCIAL TRANSACTIONS**

Effective on January 1, 2023

§1. Purpose

The purpose of this Agreement is to prescribe basic matters regarding electronic financial transactions provided by ABC Financial Investment Company (hereinafter referred to as “the Company”) in order to clearly prescribe the relationship of rights and duties between the Company and the customer who intends to use electronic financial transactions.

§2. Definitions

(1) The terms used in this Agreement shall be defined as follows:

1. The term “electronic financial transaction” refers to any transaction whereby the Company provides financial products and services through electronic apparatuses and the customer uses them in an automated manner without any direct contact or communication with the Company;
2. The term “customer” refers to any person who uses an electronic financial transaction pursuant to a contract concluded with the Company for electronic financial transactions (hereinafter referred to as “the electronic financial transaction contract”);
3. The term “electronic payment transaction” refers to any electronic financial transaction whereby the person providing a payment (hereinafter referred to as “the payer”) has the Company transfer money to the person receiving the payment (hereinafter referred to as “the payee”) by means of electronic payment instruments;
4. The term “electronic apparatus” refers to any apparatus used to transmit or process electronic financial transaction information through electronic means, such as a cash dispenser, automatic teller machine, debit terminal, computer, telephone, or other devices that transmit or process information

through electronic means;

5. The term “electronic document” refers to any information prepared, transmitted, received or stored pursuant to Subparagraph 1 of [§2] of the Framework Act on Electronic Documents and Transactions;
6. The term “means of access” refers to any means or information falling under any of the following Items which is used when the customer issues a transaction request in electronic financial transactions or when securing the authenticity and accuracy of the customer and the content of such transactions:
 - a. An electronic card or other electronic information equivalent thereto;
 - b. Electronic signature creating key referred to in Subparagraph 3 of [§2] of the Digital Signature Act and a certificate provided for in Subparagraph 6 of the said Article;
 - c. A user number registered with the Company;
 - d. Biological information of the customer; or
 - e. Any password required to use any means or information referred to in Item a or b.
7. The term “electronic payment means” refers to electronic funds transfer, electronic debit payment instrument, electronic prepayment means, electronic currency, credit card, electronic bond or other means of payment through electronic means;
8. The term “electronic funds transfer” refers to any transfer of funds made by the method referred to in any of the following Items from an account opened with the Company to another account through an electronic apparatus for the purpose of payment of funds between a payer and a payee:
 - a. A payment request made by a payer to the Company; or
 - b. A collection request made by a payee (hereinafter referred to as “the collection transfer”) to the Company.
9. The term “transaction request” refers to any request whereby the customer asks the Company to process electronic financial transactions pursuant to the electronic financial transaction contract;

10. The term “error” refers to any case where an electronic financial transaction fails to be effected pursuant to the electronic transaction contract or the customer’s transaction request neither intentionally nor with gross negligence; and
11. The term “separate agreement” refers to an agreement separately formulated by the Company that applies to electronic financial transactions together with this Agreement.

(2) Any term not prescribed separately in this Agreement shall comply with the provisions prescribed in the Electronic Financial Transaction Act, Enforcement Decree of the Electronic Financial Transaction Act as well as in the Regulation on Supervision of Electronic Financial Activities and Detailed Regulations on Electronic Finance of the Financial Services Commission.

§3. Conclusion and Cancellation of Electronic Financial Transaction Contract

(1) The customer, who intends to use electronic financial transactions, shall conclude the electronic financial transaction contract with the Company pursuant to the methods prescribed in a separate agreement.

(2) The Company shall, in concluding the electronic financial transaction contract pursuant to Paragraph (1), clarify the content of agreement to the customer, and in the case there is a request by the customer, shall deliver the agreement to the customer by a method falling under any of the following Subparagraphs:

1. Direct delivery;
2. Transmission of an electronic document (including transmission using e-mail);
3. Fax; or
4. Letter.

(3) The Company shall, in concluding the electronic financial transaction contract pursuant to Paragraph (1), explain, upon request by the customer, the important content of the agreement by a method falling under any of the following

Subparagraphs:

1. Explaining the important content of the agreement directly to the customer; or
 2. Indicating the important content of the agreement through an electronic apparatus in a way that can make such content easily recognized by the customer, and receiving a declaration from the customer that he/she has fully understood the content concerned.
- (4) The customer may cancel the electronic financial transaction agreement through a method prescribed in a separate agreement.

§4. Service Hours, etc.

- (1) The customer may use electronic financial transactions within the service hours specified in <Attachment>.
- (2) The Company shall post the service hours pursuant to Paragraph (1) at its branch offices or on electronic apparatuses, and shall, in the case it intends to change the hours, post such change at its branch offices and on electronic apparatuses to notify the customer for more than () months and () days from () months and () days before the scheduled date of the change. Provided, That in cases where the service hours have changed due to a recovery from a system failure, urgent repair of a program or an external factor, etc. the company may not post such change at its brach offices or on electronic apparatuses.
- (3) In the case using electronic financial transactions is impossible due to the maintenance of an electronic system, the Company shall post such fact at its branch offices and on electronic apparatuses () days in advance.

§5. Commission

- (1) The Company may collect from a customer various commissions specified in <Attachment> with regard to electronic financial transactions.
- (2) The Company shall post a table of commissions at its branch offices or on electronic apparatuses easily accessible for customers. [§16. Amendment of

Agreement, etc.] shall apply *mutatis mutandis* to any changes to commitments.
[Newly inserted on January 1, 2023]

§6. Confirmation of Content of Transaction

(1) The Company shall ensure that the customer can confirm the content of the transactions through an electronic apparatus (including any electronic apparatus, if any, stipulated in advance between the Company and the customer) used for electronic financial transactions. In this case, when the customer can not confirm the content of a transaction due to the operational failure of the electronic apparatus or other causes, the Company shall immediately notify the customer of the cause through the Internet, etc. and enable the customer to confirm the content of transaction from the time such causes cease to exist.

(2) The customer shall confirm whether or not the content of a transaction pursuant to Paragraph (1) is in accord with his/her transaction request.

(3) The customer may request the Company provide the content of a transaction in writing (excluding any electronic document; the same hereinafter in this Article), and the Company shall deliver a document stating the content of the transaction within two (2) weeks from the date it received such request. In this case, with respect to the provision of the content of a transaction in writing, the method and procedure of making a request for such provision, address and telephone number of reception counter (including e-mail address), etc. shall comply with the provisions of a separate agreement.

(4) The Company shall, in the case it receives a request from the customer for provision of the content of a transaction in writing pursuant to Paragraph (3), immediately deliver a notice to the customer if it is unable to provide such content due to an operational failure of an electronic apparatus or other causes. In this case, in calculating the period for the delivery of a written statement regarding the content of the transaction, the period during which the content can not be provided due to the operational failure of the electronic apparatus or other causes shall not be included.

(5) The kinds, scope and coverage period of the content of transactions (excluding

inquiry transactions; the same hereinafter in this Article) provided by the Company pursuant to Paragraphs (1) and (3) shall be as mentioned in each of the following Subparagraphs:

1. In cases where an electronic financial transaction is made through a bank account, the title of the account or account number: five (5) years;
2. The kind and amount of an electronic financial transaction and information on the other party to an electronic financial transaction: five (5) years;
3. The date of an electronic financial transaction, and kinds of the electronic apparatus and the information to discern the kind of electronic apparatus: five (5) years;
4. Fees received by the Company in exchange for an electronic financial transaction;
5. Matters regarding the consent of the payer to the withdrawal of a deposit: five (5) years;
6. Matters regarding the fact of a request made for correction of an error and the results of correction: one (1) year; and
7. Matters regarding application for an electronic financial transaction and changes in terms: five (5) years.

§7. Correction of Error

(1) When the customer recognizes the existence of any error in an electronic financial transaction, he/she may request the Company to correct such error.

(2) When the Company receives a request to correct an error pursuant to Paragraph (1), it shall immediately investigate and deal with the error, and then notify the customer of the cause of the error and the result of the investigation in writing, by telephone or email. Provided, That in cases where the customer requests the notification to be in writing, the notice shall be made in writing.

(3) When the Company recognizes the existence of any error in an electronic

financial transaction, it shall immediately investigate and deal with the error, and then notify the customer of the cause of the error and the result of the investigation in writing, by telephone or email within two (2) weeks from the date it recognized the existence of the error. Provided, That in cases where the customer requests the notification to be in writing, the notice shall be made in writing.

§8. Liability of the Company

(1) In the event that the customer suffers any loss arising from an accident falling under any of the following Subparagraphs, the Company bears the responsibility to compensate for such loss.

1. Accident arising from forgery or alteration of the means of access.
2. Accident arising in the course of electronically transmitting or processing the conclusion of a contract or a transaction request.
3. Accident arising from using the means of access acquired through falsification or other unlawful methods after penetrating into electronic devices for electronic financial transactions or the information communications network under [§2(1)1] of the Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.

(2) Notwithstanding Paragraph (1), if the Company can demonstrate that a customer has engaged in activities falling under the following subparagraphs intentionally or due to gross negligence, the Company shall not bear some or all of the liability for any loss suffered by the customer: [Amended on January 1, 2023]

1. Cases where the customer rented a means of access, delegated the use thereof or offered it as a object of transfer or security to a third party;
2. Cases where the customer divulged, exposed or neglected a means of access despite knowing or being able to know that a third party is able to make an electronic financial transaction by using the customers' means of access without authorization;

3. Cases where the customer, who is a juristic person, suffers any loss even though the Company has fulfilled the duty of due care reasonably required to prevent accidents from occurring by establishing and fully observing security procedures, etc.; or
4. Cases where an accident under Article 9(1)3 of the Electronic Financial Transactions Act occurs because the customer rejected, without any due reasons, the security measures that the Company requires in electronic financial transactions in addition to the confirmation pursuant to Article 6(1) of the Electronic Financial Transactions Act for the purpose of security enhancement.
5. Cases where an accident under Article 9(1)3 of the Electronic Financial Transactions Act occurs as a result of customers' acts falling under any of the following Items in relation to the media, means or information that is used for additional security measures pursuant to Subparagraph 4.
 - a. Act of divulging, exposing or neglecting media, means or information.
 - b. Act of lending such media, means or information, or delegating the use thereof, or offering them as an object of security or transfer them to a third-party.

(3) The Company shall, upon receipt of the customer's notification of the loss or theft of the means of access, compensate the customer for any loss incurred due to the use of such means of access by a third party from the time when such notification is received.

(4) When financial losses are incurred due to the cases specified in Paragraph 1 and 3, the Company shall compensate for such losses and any accrued interest thereon calculated based on the risk-free reference rate determined and published by the Korea Securities Depository (hereinafter referred to as "KOFR rate"). Provided, That if the financial damages exceed the amount of the financial losses and the amount of the accrued interest, the Company shall compensate for the actual amount of the damages. [Newly inserted on January 1, 2023]

(5) Notwithstanding Paragraphs (1) through (3), if there are provisions of other statutes applicable favorably to the customer, such statutes shall have priority over other statutes.

§9. Handling of Failure in Electronic Financial Transaction

(1) The Company shall, in the case it can not handle the customer's transaction request or the handling thereof is delayed due to a natural disaster, breakout, fire, damage to a building, computer failure and other causes, notify the customer without delay of such fact, causes and alternative methods for placing an order, etc., and take measures promptly to enable electronic financial transactions to be conducted normally.

(2) The alternative method for placing an order pursuant to Paragraph (1) shall comply with the provisions of a separate agreement.

§10. Effective Time of Electronic Payment, etc.

(1) In the case of making payments by means of an electronic payment instrument, such payments shall take effect at the time set forth in each of the following Subparagraphs:

1. In the case of an electronic funds transfer: When the information on the amount transferred on a transaction request is completely recorded on the ledger of the account of a financial institution with which the payee's account is opened;
2. In the case of a withdrawal of cash directly from an electronic apparatus: When the payee receives such cash;
3. In the case of a payment made by electronic payment means or electronic currency: When the information on the amount requested on a transaction request gets to the electronic apparatus designated by the payee; and
4. In the case of a payment made by other electronic means: When the information on the amount requested on a transaction request is completely inputted in the electronic apparatus of a financial institution

with which the payee's account is opened.

(2) When the customer request a transaction, he/she may make the electronic funds transfer payment take effect after the time specified by the company (hereinafter referred to as "delayed transaction").

(3) A customer who wishes to make a delayed transaction may request a delayed transaction pursuant to Paragraph (2) via computer, telephone, or other electronic apparatuses.

(4) The customer may withdraw his/her transaction request before the payment takes effect pursuant to each Subparagraph of Paragraph (1).

(5) Notwithstanding Paragraph (4), the Company may, in the case of a batch transaction or reserved transaction, etc., determine differently the time when a transaction request is withdrawn pursuant to the provisions of a separate agreement.

(6) The methods and procedures for withdrawing a transaction request pursuant to Paragraphs (4) and (5) shall comply with the provisions of a separate agreement.

§11. Delayed Withdrawal and Transfer of Electronic Payment

When a customer intends to withdraw or transfer cash from his/her own account via an electronic apparatus such as a cash dispenser or an automatic teller machine, using a means of access such as a card or a bankbook, he or she may, in cases where cash exceeding the amount specified by the Company has been deposited to his/her own account through remittance/transfer prior to the withdrawal or transfer, experience a delay in withdrawing or transferring the amount deposited for a period specified by the Company to the customer.

§12. Withdrawal Limits

In cases where the account owned by the customer remains unused for more than a year, daily withdrawal limits for transactions via automated equipment (ATM/CD) shall be set lower than the amount that the customer

was informed of by the Company.

§13. Consent to Withdrawal of Deposit by Collection Transfer, etc.

(1) The Company shall obtain in advance the consent of the payer to the withdrawal of deposits to carry out a collection transfer by the method falling under any of the following Subparagraphs:

1. The method that the Company receives the consent of the payer for the withdrawal of a deposit via methods such as writing (including digitally recorded documents having an electronic signature) or tape recording (including recordings of telephone calls and audio response system); and
2. The method where the payee obtains the consent of the payer to the withdrawal of a deposit via the methods in Subparagraph 1 and delivers (including transmitting the details of the consent to the withdrawal of a deposit by electronic means) it to the Company.

(2) Any payer may request the Company cancel his/her consent pursuant to Paragraph (1) before the withdrawal of deposits is completely recorded on the ledger of the payer's account pursuant to a transaction request of the payee.

(3) Notwithstanding Paragraph (2), the Company may, in the case of a batch transaction or reserved transaction, etc., determined differently the time when the consent is canceled pursuant to the provisions of a separate agreement.

(4) The methods and procedures for canceling the consent pursuant to Paragraphs (2) and (3) shall comply with the provisions of a separate agreement.

§14. Use of Means of Access, etc.

(1) The Company shall use a safe authorization method by taking into account the type, nature and risk of an electronic financial transaction.

(2) A customer shall not engage in the following acts in using and managing a means of access unless there are special provisions in other laws:

1. An act of acquiring or transferring a means of access;
2. An act of borrowing or lending a means of access by exchanging, demanding or promising a compensation or an act of storing, delivering and distributing a means of access;
3. An act of borrowing or lending a means of access with an intent to use it in a crime or with knowledge of the fact that it will be used in a crime or storing, delivering and distributing a means of access;
4. An act of providing for a means of access subject to a right of pledge (the right of a creditor to hold a collateral until the debtor repays one's obligation, and to secure repayment as a priority by using or disposing of the collateral); and
5. An act of assisting the acts prescribed in Subparagraphs 1 through 4.

(3) The customer shall not divulge a means of access to a third party, and shall fulfill due care to prevent the means of access from being lost, falsified or altered.

§15. Change of Reported Matter and Report of Accident

(1) In the case the customer intends to change his/her address (including electronic mail address), telephone number, various passwords and other matters reported to the Company, he/she shall report such changes to the Company pursuant to a method prescribed in a separate agreement.

(2) The customer shall, upon learning that a means of access and other matters required to be kept confidential in electronic financial transactions have been stolen, lost, falsified, ordered or divulged, report such knowledge to the Company without delay pursuant to a method prescribed in a separate agreement.

§16. Amendment of Agreement, etc.

(1) In the case the Company intends to amend this Agreement, it shall release the agreement to be amended one (1) month before the effective date thereof on an electronic apparatus performing electronic financial transactions (including an

electronic alternative designated by the Company as the alternative apparatus that can be easily accessed by the customer; the same hereinafter in this article) and notify the customer of such amendment through e-mail, SMS, etc. However, in the case the customer raises an objection, the Company shall confirm that it had notified the customer of the content of the amendment through an appropriate method. [Amended on January 1, 2023]

(2) Notwithstanding Paragraph (1), when the Company amends this Agreement urgently due to a revision of a statute, it shall release the amended agreement on an electronic apparatus for one (1) month or longer and notify the customer of the amendment through a method prescribed in Paragraph (1).

(3) When the Company releases or provides notification of an amendment in accordance with Paragraphs 1 and 2, the Company shall also include a notification stating that “the customer has the option to terminate the agreement during the period from the day the amendment of the agreement is released or notified until the business day before the amended agreement becomes effective. If the customer does not raise an objection, it will be deemed that the customer has approved the amendment of the agreement,” or similar notification. [Newly inserted on January 1, 2023]

(4) The customer may cancel an electronic financial transaction contract within the period between the date the amended content of this Agreement has been released or notified pursuant to Paragraphs (1) and (2) and the business day before the effective date of this Agreement.

(5) The Company shall, in the case the customer does not raise an objection to the amended content of this Agreement during the period pursuant to Paragraph 4, deem that the customer has approved of the amendment. [Amended on January 1, 2023]

(6) The Company shall, in the case the customer requests the delivery of this Agreement, comply therewith and post it on an electronic apparatus performing electronic financial transactions for search and download (including screen-printing) by the customer.

§17. Guarantee of Secrecy of Customer Information

Other than in cases prescribed in relevant statutes, the Company shall not, when it has acquired the customer information falling under any of the following Subparagraphs while performing electronic financial transactions, provide it to others or use it for any purpose other than the conduct of business without the consent of the customer.

1. The customer's personal information; or
2. The information or materials regarding the accounts, means of access and on the content and results of electronic financial transactions of the customer.

§18. Settlement and Mediation of Dispute

(1) The customer may, when he/she has any objection regarding the processing of electronic financial transactions, demand the Company settle disputes through compensation for damages, etc. or file an application for the mediation of disputes with the Financial Disputes Mediation Committee of the Financial Services Commission, the Consumers Dispute Settlement Commission of the Korea Consumer Agency, the Korea Financial Investment Association, the Korea Exchange, etc.

(2) The Company shall designate a person responsible for or in charge of dispute settlement for the settlement of disputes through compensation for damages, etc. and notify the customer of the contact information thereof (referring to telephone number, facsimile telegraphy number, electronic mailing address, etc.) through the Internet, etc.

(3) In the case the customer has filed an application with the Company for dispute settlement through compensation for damages, etc. pursuant to Paragraph (1), the Company shall notify the customer of the results of the investigation or the settlement of the dispute within fifteen (15) days.

§19. Order of Priority of Agreement Application

(1) This Agreement shall have priority over other standard agreements regarding electronic financial transactions, and matters not prescribed in this Agreement shall comply with the provisions of a separate agreement and relevant statutes such

as the Electronic Financial Transaction Act, etc.

(2) The matters separately agreed between the Company and the customer shall, when they are different from the matters prescribed in this Agreement, have priority over this Agreement.

§20. Cooperation, etc. in Probe

The customer shall, with respect to dispute settlement through compensation for damages, etc. due to accidents pursuant to [§8(1)], cooperate in the Company's probe into such accidents and in the probe or investigation procedures by the relevant authorities.

§21. Obligation to Cooperate Regarding Misdirected Wire Transfer

When a customer reports to the Company that the customer has mistakenly wired money to the wrong recipient due to errors in writing or entering receiving financial company information, receiving account numbers, or other factors (hereinafter referred to as "misdirected wire transfer"), the Company shall take the following actions:

1. In cases where the originating financial company and the receiving financial company are the same, the Company shall immediately notify the recipient of the misdirected wire transfer and their obligation to return the money, etc., and inform the customer about the fact that the recipient has been notified, whether the recipient intends to return the money, the reasons provided if the recipient does not intend to return the money, and any other relevant information.
3. In cases where the originating financial company and the receiving financial company are different, the Company shall immediately notify the receiving financial company of the misdirected wire transfer, and inform the customer about the communication received from the receiving financial company, including the fact that the recipient has been notified, whether the recipient intends to return the money, the reasons provided if the recipient does not intend to return the money, and any other relevant information.

[Article newly inserted on January 1, 2023]

§22. Transaction Restriction

(1) Transaction of a specific electronic transaction request may be restricted in cases that fall under any of the following subparagraphs:

1. The case where the customer fails to use additional security measures provided by the Company, aside from the identity verification through the means of access;
2. The case where the Company determines that processing the transaction is inadequate due to legal payment restriction such as seizure, provisional seizure, provisional disposition, etc., violation of relevant statutes and regulations, and so forth.

(2) Wire transfers using the specific electronic apparatus may be entirely restricted in cases that fall under any of the following subparagraphs:

1. The case where the validity period of the certificate designated by the Company has expired or been canceled.
2. The case where a customer using electronic financial transactions through a computer or a phone has not used the service for twelve (12) months or longer.

(3) In cases where the Company restricts electronic financial transactions in accordance with Paragraph 1 and 2, and the customer makes a transaction request, the Company shall inform the customer about the reasons for the restriction through the certain electronic apparatus.

(4) In the cases specified in Paragraph 2, the customer can continue to use electronic financial transactions by reissuing or extending the validity period of the certificate designated by the Company, demonstrating their intent to continue

using the service, or completing any other necessary processes.

[Article newly inserted on January 1, 2023]

§23. Governing Law

(1) Laws of the Republic of Korea shall apply to the interpretation and application of this Agreement.

(2) In the cases where litigation is needed to settle disputes that arise between the Company and customers in relation to transactions executed in accordance with this Agreement, the competent court shall be determined as prescribed by the Civil Procedure Act.

(Attachment)

1. The service hours “specified in <Attachment>” in [§4(1)] shall be as follows:

(Details are to be specified by companies.)

2. The commissions “specified in <Attachment>” in [§5(1)] shall be as follows:

(Details are to be specified by companies.)

3. Other special arrangements.