

新臺幣存款約定事項【10901版】NTD Deposit Agreement【Version 2020.01】

新臺幣活期性存款約定事項

Provisions for NTD Demand Deposit

- 一、立約人同意每次在貴行各營業單位提款時（如有申請全行通提者可於聯行提款），應憑存摺、原留印鑑及填具取款憑條辦理（如有申請提款密碼者，應再鍵入提款密碼），否則貴行得拒絕付款。

Applicant agrees that withdrawal in each branch of the Bank (available for withdrawal in all branch of the Bank with application of universal withdrawal), shall be processed with requirement of passbook, seals originally registered in the Bank, and completed withdrawal voucher (if applied withdrawal password, additionally required to enter withdrawal password). Otherwise, the Bank is entitled to refuse to make payment.

- 二、立約人在貴行原開戶單位外之其他營業單位（以下簡稱代理單位）提領金額，每日不得超過貴行規定限額，其限額由貴行訂定之。

Where Applicant withdraws in branch other than the branch originally opened account (“Agent Branch”), the withdrawal amount shall not exceed the limitation regulated by the Bank. The limitation will be regulated by the Bank.

- 三、立約人之存摺（印鑑）掛失止付、印鑑更換、存摺提款密碼變更及查詢、停用等，應向貴行申請並依有關規定辦理。

The lost report and stop payment of passbook (seals), change of seals, change of withdrawal password by passbook, and search, suspension, etc. shall be applied with the Bank according to related regulations.

- 四、貴行電腦連線作業系統故障時，立約人之存提款應向原開戶單位辦理，在該期間內如向貴行申請掛失補發存摺時，貴行得暫停補發新存摺。

Where there is malfunction by the Bank’s computer system, the withdrawal and deposit procedure shall be processed with the branch Applicant originally opened account. During such period, if Applicant applies for lost report and reissuance of passbook, the Bank may suspend reissuance of new passbook.

- 五、立約人之存摺、印鑑及提款密碼應妥善保管及保密，如因遺失、滅失或被竊等情事，應即親自向貴行辦理掛失止付手續，在掛失止付手續未辦妥前，所有存、取款項，概由立約人自行負責。

Applicant’s passbook, seal and withdrawal password shall be kept safety and confidential. If there is any lost, impairment, or stolen happened to the above, Applicant shall immediately apply for the lost report and stop payment procedure personally, provided that prior to the Bank’s completion of procedure for lost report and stop payment, all deposited or withdrawn amount shall be at Applicant’s own responsibility.

- 六、立約人在貴行各代理單位存入之交換票據若遭退票時，應於退票後三個營業日內憑存摺、印鑑至存入該張票據之代理單位領回退票，逾時貴行不負保管之責。

If Applicant’s deposited check for collection in Agent Branch of the Bank was dishonored, Applicant shall take back such dishonored check by passbook and seal from such Agent Branch within 3 days of the dishonored date. After such period, the Bank is not responsible for safe-keeping of the dishonored check.

- 七、立約人申請停用存摺通提密碼後，限在原開戶單位辦理提款。

If Applicant does not apply for universal withdrawal service, Applicant may withdraw

only in the bank originally opened account. Once Applicant applies for withdrawal password, it is required to enter into withdrawal password whenever Applicant withdraw in each branch (including the branch originally opened account and other branches).

- 八、如經貴行研判帳戶有疑似不當使用之情事時，貴行得逕自終止立約人使用提款卡、語音轉帳、網路轉帳及其他電子支付之轉帳，提款卡並得收回作廢。

**Where the Bank determines the account being illegally used, the Bank may terminate Applicant's use of ATM card, voice transfer, transfer via Internet Banking and other transfer via electronic payment and the ATM card may be recalled for destroying.**

- 九、立約人如以存摺存款供貴行設定質權時，同意依民法規定將存摺交付予貴行保管，並知悉於質權消滅前，立約人就設定質權之金額無提領之權利。

If Applicant's deposit in passbook is pledged to the Bank, Applicant agrees to deliver the passbook to be safeguarded by the Bank, and acknowledges that prior to extinction of pledge, Applicant has no right to withdraw the pledged amount from deposit.

新臺幣綜合存款約定事項

#### **Provisions for Composite Deposit**

- 一、本存款係以貴行活期存款（以下簡稱活存）、活期儲蓄存款（以下簡稱活儲）、定期存款（以下簡稱定存）、定期儲蓄存款（以下簡稱定儲）及短期擔保放款（以下簡稱短擔放），綜合納入同一存摺內，立約人得憑該存摺與存、取款憑條，或依其他約定方式，辦理存、取款及質借。但立約人委託貴行代繳各種公用事業費用、稅捐及其他款項時，貴行得依約逕行撥付。

This deposit is the composite of Demand Deposit, Demand Saving Deposit, Time Deposit, Time Saving Deposit and Short Term Guaranteed Loan, into one passbook of deposit. Applicant may process deposit, withdrawal and loan by such passbook, deposit/withdrawal voucher, or through other agreed ways, provided that where Applicant commissions the Bank for payment of fees, taxes and other expenses, the Bank may make such payment according to their contract.

- 二、本存款之定存、定儲於存入當時即提供貴行為質，貴行不另製給存單及其他憑證。When Applicant makes time deposit or time saving deposit, the Bank will only record in passbook without issuing certificate of deposit, and such deposit shall be pledged to the Bank at the same time of depositing.

- 三、倘立約人欲開啟以下存款質借功能，應向貴行提出申請，並以書面約定之：  
本存款項下之活存或活儲，其餘額如不足支付立約人取款金額或其他約定之代扣款項時，則由貴行自動就定存、定儲設質總額九成限度內墊付，墊付金額即為立約人向貴行之借款，不另立借據。前項借款期間，不得超過借款當時已設質定存或定儲之最後到期日。

If Applicant wishes to activate the pledged loan function of deposit as stipulated below, Applicant shall apply with the Bank and contract with the Bank in writing:

Where the amount of withdrawal or deduction for payment is over than the balance of the deposit, the excessive amount will automatically be paid by the Bank within 90% of pledged deposit and become loan from the Bank by security of pledged deposit, without separate loan agreement. The period of the aforesaid loan shall not exceed the expiry date of time deposit or time saving deposit pledged to the Bank at the time of loan.

- 四、本存款中各項存款與借款均依貴行有關規定計息。其應收利息、應付利息則授權貴

行以轉帳方式直接轉入帳內或自帳內轉出。

The interest for demand deposit will be calculated on the interest rate as regulated by the Bank. The paying and receiving of interest is authorized to be transferred from or into the account.

- 五、立約人在貴行之活期性存款餘額，超過新臺幣壹萬元以上時，得以新臺幣壹萬元為單位或其倍數逐筆申請轉存定期性存款，其利率按貴行各存期牌告利率採固定或機動方式計息，利息除整存整付及零存整付定期儲蓄存款採複利計息並於到期始轉入活期性存款帳戶外，餘由貴行按月自動轉帳存入本存款項下之活期性存款帳戶內。

Where the balance of Applicant's demand deposit in the Bank is over than NTD 10,000, Applicant may apply for time deposit on the integral multiples of NTD 10,000 for each transaction. The interest rate for the above may choose fixed rate or floating rate and shall be in accordance with the interest rates published by the Bank for kinds of periods. The interest will be automatically transferred monthly into demand deposit account under this composite deposit, unless for installment saving deposit, the calculation of interest is based on compound interest and the interest will be transferred into demand deposit only upon expiry of deposit.

- 六、立約人辦理本存款項下之零存整付定期儲蓄存款時，其利率按貴行各存期牌告利率採機動方式計息，並以存入當時申請之金額以新臺幣壹佰元為單位或其倍數做為約定期間內每月存儲之金額，且授權貴行按月於約定日期自本存款項下之活期性存款帳戶扣繳，其未按約定存期繳完各期應繳存款額，而於存款到期時，應按已繳各期存款之存儲期間，以存入當時牌告利率，個別複利計算，以其合計數計息。

Where Applicant processes installment saving deposit, the interest will be calculated at floating rate according to interest rate as published by the Bank, and the depositing amount as applied will be the integral multiple of NTD 100 as monthly agreed deposited amount, and the Bank is authorized to deduct on the agreed date monthly from demand deposit account. If Applicant fails to fully pay the required deposit for each term, upon expiry of deposit, the interest shall be calculated on compound interest individually for each term of paid deposit, based on the interest rate of such period, to accumulate the interest.

- 七、本存款之定期存款中途解約時，其利息按實際存款期間牌告利率八折單利計付。未存滿一個月者不計息。

If the time deposit is early terminated, the interest will be calculated as 80% of calculation based on the actual time deposited and interest rate of such period as published by the Bank. No interest is calculated for period not achieving a month.

- 八、本存款之借款之利率，以存單利率加一·五%做為該放款之利率；如同時有兩張以上不同利率，採移動加權平均法計算該利率再加一·五%做為該放款之利率，如遇貴行調整存款利率時，採機動利率計息者，自調整日起亦一律比照調整，並於每月二十五日乙次計收利息。

The interest for loan under this deposit will be based on interest rate of certificate of deposit plus 1.5%. If there are two certificates of deposit with two different interest, the interest rate for loan will be calculation by Moving Weighted Average and plus 1.5%. If there is adjustment of interest rate for deposit by the Bank, and it is based on floating interest rate, the calculation of interest for loan shall be adjusted accordingly from the date of adjustment, and the interest for loan will be charged on the 25<sup>th</sup> day of each month.

九、立約人所提供設定質權之定存或定儲，不得對他人轉讓或設定質權。

Applicant may not transfer nor pledge to other parties for time deposit or time saving deposit which already pledged to the Bank.

十、本存款之定期性存款約定辦理自動轉期者，於定期性存款到期時，立約人授權貴行對原存款之本金依原存期及科目辦理自動轉期。轉存之利率依轉期當日貴行同科目、同期別之牌告利率為準；惟零存整付定期儲蓄存款到期時須轉入本存款項下之活期性存款。如立約人有本存款之借款時，貴行仍應依新臺幣綜合存款約定事項第十一條規定辦理。

Where the time deposit under this composite deposit arranged for automatically renewal, Applicant authorizes the Bank, upon expiry of the time deposit, to automatically renew the principal of original deposit under the original period and terms. The interest of renewed deposit will be calculated based on the interest rate of the date of renewal as published by the Bank for the same period and terms, provided that for installment saving deposit, the interest shall be transferred into demand deposit upon expiry. If Applicant applied loan under this deposit, the Bank shall process in accordance with Article 11 of Chapter 3 under this Contract.

十一、本存款借款之本金、利息、延遲利息、違約金及其他費用，貴行得就立約人續存之活期性存款或定期性存款中途解約或到期本息轉入活期性存款中，優先自動轉繳。For the principal, interest, penalty interest, penalty and other expenses, the Bank may first deduct from Applicant's renewed demand deposit or demand deposit which early terminated time deposit or expired principal and interest transferring into.

十二、本存款之借款限度，原則上為設質的九成，貴行認為必要時得酌予減少限度或停止借款。

The amount of loan shall not be over than 90% of the pledged time deposit in principle. The Bank is entitled to decrease such limitation or suspend the loan whenever considered necessary by the Bank.

本存款之借款期限不得超過該質押擔保定儲（存）之到期日，惟該定儲（存）到期未解約而自動轉期者，借款期限得比照延長之。

The expiry date of loan shall not exceed the expiry date of pledged time deposit, provided that if the pledged time deposit is automatically renewed upon expiry, the loan may be prolonged accordingly.

十三、本存款借款，與貴行記載金額不符時，均以貴行記載為準；惟立約人若能證明貴行記載金額有錯誤時，貴行應更正之。

Where there is discrepancy between the amount of loan and the record of the Bank, the record of the Bank shall prevail, provided that if Applicant can prove that there is error as to the record of the Bank, the Bank shall make correction.

十四、本存款中定存或定儲到期結清或中途解約時，應以轉帳方式存入活存或活儲。

Upon expiry or termination of the time deposit or time saving deposit, the money will be transferred into demand deposit or demand saving deposit accounts.

十五、立約人解除本契約時，應先將借款本息全部清償。

Upon termination of this Contract, the principal and interest of the loan shall be repaid in full first.

十六、立約人借款（包括自動轉帳之借款本息）如超過其全部定儲（存）九成時，應辦理

償還，如未清償或定儲（存）已到期者，不另行通知，貴行得依約定自動將其定儲（存）解約，以清償借款本息。

Where the amount of loan (including principal and interest automatically transferred) is over than 90% of the pledged time deposit, Applicant shall make repayment. If Applicant fails to repay or the time deposit is expired, the Bank is entitled to terminate the time deposit and use the deposit to repay the principal and interest of the loan, without notice to Applicant.

新臺幣定期性存款約定事項(不包括可轉讓定期性存單)

### Provisions for Time Deposit

一、定期性存款各期別之利率按貴行牌告利率計息，如採固定利率者，則依存入時貴行牌告利率或議定利率計息，立約人不得中途要求變更；如採機動利率者，遇貴行調整牌告利率時，同時改新牌告利率分段計息。

The interest for time deposit will be calculated on the interest rate according to the interest rates published by the Bank. If based on fixed interest rate, the calculation of interest shall be in accordance with the interest rate published by the Bank or the agreed interest rate, and such rate shall not be changed by Applicant prior to expiry. If based on floating interest rate, whenever the Bank adjusts the interest rate, the calculation of interest shall be based on the changed interest rates for each applicable period.

二、定期性存款按月計息，並依立約人與貴行約定方式，到期一次提取本息或按月支付利息到期提取本金，但立約人中途解約或定期到期逾期部分依貴行之規定計算支付利息。各種存款利息均計算至新臺幣元止。

For Time Deposit, the interest shall be calculated monthly and as agreed between the Parties be paid upon expiry or paid monthly and the principal be withdrawn upon expiry, provided that if Applicant terminate prior to expiry or for the period after expiry, the interest shall be calculated according to regulation of the Bank. The calculation of interest shall be rounded without decimal.

### 三、提取本息

(一)定期存款及存本取息儲蓄存款之利息，立約人得按月於開戶存入之相當日(相當日遇例假日則順延至次一營業日)，憑存單及原留印鑑至貴行原開戶分行辦理領取。

(二)需中途提取，依新臺幣定期性存款約定事項第四條規定計息。

(三)如為逾期提取，自到期日至提取日止之逾期利息，依提取日之活期存款牌告利率折合日息單利計息，如該存款到期日至提取日期間，貴行活期存款牌告利率有調整時，應按調整之牌告利率分段計息。

### Withdrawal of Principal and Interest

1. For the interest of time deposit and interest withdrawal saving deposit, Applicant may monthly on the equivalent day of opening account withdraw interest over the counter of the branch previously opened account by certificate of deposit and originally registered seals.

2. For withdrawal prior to expiry date, the interest shall be calculated in accordance with Article 4 of Chapter 4.

3. If withdraw after expiry date, the interest from expiry date till the withdrawal date shall be calculated daily as simple interest based on the interest rate published on

withdrawal date for demand deposit. If there is adjustment as to interest rate during the period from expiry date till the withdrawal date, the calculation of interest shall be based on the changed interest rates for each applicable period.

#### 四、自動轉息

立約人存儲之定期(儲蓄)存款，得請貴行將該利息自約定日按月悉數轉入約定之帳戶。(轉入非立約人帳戶需扣印花稅)

Automatically transferring interest

For Applicant's time (saving) deposit, Applicant may request the Bank to transfer the interest into the designated account on a designated day in each month. (If transferring into account not held by Applicant, the deduction of stamp duty is required.)

#### 五、自動轉期

立約人存儲貴行之定期(儲蓄)存款，於存款到期時，將本金及未具領之利息一併辦理自動轉期，並依照下列方式辦理：

(一)轉期無次數之限制。

(二)自動轉期以續存與原存款同種類、同期別者為限，利率則適用轉期當日之貴行牌告利率。

(三)自動轉期利率、期限、存款中途提取等，均按照貴行相關規定辦理。

(四)立約人如欲取消「自動轉期」之約定，應於存款到期前申請。

Automatically renewal

For Applicant's time (saving) deposit, upon expiry of deposit, Applicant may apply for automatically renewal of principal and interest not yet withdrawn, and process as follows:

1. No limit for times of renewal.
2. Automatically renewed deposit shall be the same type and period as the original deposit, and the interest rate shall be interest rate published by the Bank on the date of renewal.
3. The interest rate for automatically renewed deposit, time limit, withdrawal prior to expiry shall be processed in accordance with regulation of the Bank.
4. If Applicant wishes to cancel the "Automatically Renewal" function, Applicant is required to apply prior to expiry date.

六、立約人之定期性存款未存滿約定期限即中途要求提取者，應於七日前通知貴行（未於七日前通知者經貴行同意亦得辦理），憑存單及原留印鑑至貴行原開戶分行辦理且將該筆存單存款全部一次結清，其利息之計算如下：

(一)未存滿一個月者，不計息。

(二)存滿一個月者，依單利，按實際存款期間之貴行牌告利率八折計息。

(三)前項牌告利率，以存入當日之牌告利率為準，但採「牌告利率機動計息」之存款，在實際存款期間內，如遇貴行牌告利率調整，應同時改按新牌告利率分段計息。

If Applicant wishes to withdraw from time deposit prior to expiry date, Applicant shall notify the Bank at least 7 days prior to withdrawal (unless agreed by the Bank for failure to notify 7 days prior to withdrawal), and process in the branch originally opened account by presenting certificate of deposit and originally registered seals, and close the whole deposit at one time. The interest shall be calculated as follows:

1. No interest if not achieving one month for saving.
2. For saving over than one month, interest is based on interest rate published during

period of deposit, calculated as simple interest and for 80% of the amount of calculation.

3. The aforesaid published interest rate means the interest rate published on the depositing date, provided that for deposit choosing “floating interest rate”, if during period of deposit, there is adjustment of interest rate by the Bank, the calculation of interest shall be based on the changed interest rates for each applicable period.

#### 七、存單質借及質權

立約人以存單向貴行質押借款或辦理質權設定時，立約人同意貴行得酌予照辦。

#### Pledged Certificate of Deposit for Loan and Pledging

If Applicant applies with the Bank for loan by pledged certificate of deposit or applies for pledging on certificate of deposit, Applicant agrees that the Bank may process accordingly.

#### 晶片金融卡服務約定條款

#### 金融卡共同約定事項

### Common Provisions for ATM Card

#### 壹、一般約定事項

立約人茲向貴行申請具有一般功能之金融卡。立約人如另需要信用卡、現金卡或國際提款之功能，應另行簽訂信用卡、現金卡或國際提款作業契約。雙方嗣後往來願遵守下列各約定條款：

#### General Provisions

Applicant hereby applies with the Bank for ATM card with general functions. If Applicant wants ATM card with the functions of credit card, debit card or internationally withdrawal, Applicant shall additionally sign contracts for processing credit card, debit card or internationally withdrawal. The Parties are willing to comply with the following provisions:

- 一、持卡人為公司(不含非營利法人)、行號、團體(不含福利委員會)時，應由公司法定代理人、行號負責人、團體代表人自行負責保管及使用金融卡，無論法定代理人、負責人或代表人是否曾經變更，憑正確金融卡密碼使用金融卡所為之任何交易，均視為持卡人之行為，持卡人願負全部責任；若持卡人法定代理人、負責人或代表人(含現任及曾任)違反本約定，將金融卡交由第三人使用，該第三人均視為存款債權之準占有人，持卡人仍願負全部責任，絕無異議。

Where Applicant is company (excluding non-profit legal entity), business, or organization (excluding welfare commission), the legal representative of company, responsible person of business, and representative of organization shall be responsible for safe-keeping and use of ATM card. No matter whether there is change to legal representative, responsible person or representative, all the transactions processed through ATM card by entering correct PIN shall be considered as acts by cardholder, and the cardholder shall take full responsibility. If the cardholder's current or previous legal representative, responsible person or representative violate this provision and allow the ATM card being used by the third parties, such third parties shall be deemed as quasi-possessor, and cardholder shall still take full responsibility without objection.

- 二、(功能) 貴行提供立約人使用之金融卡為「晶片金融卡」，其功能包括存款、提款、轉帳、消費扣款、繳稅(費)、密碼變更、查詢餘額，另可選擇跨國提款及其他貴行提供之功能。其支出之款項一律從新臺幣活期(儲蓄)存款領用。

(Function) The ATM card provided by the Bank to Applicant for use hereunder is “ATM IC Card” with functions of deposit, withdrawal, transfer, smart pay, paying tax, PIN change, checking for balance, and Applicant may additionally choose function of internationally withdrawal and other functions provided by the Bank. The outward amount shall be from NTD demand deposit account.

三、(領取、啟用及作廢)

立約人如領取金融卡、密碼函及辦理啟用登錄手續者，應親持身分證明文件及原留印鑑至貴行辦理，或領取金融卡及密碼函由分行人員以代送方式辦理。

立約人自申請日起算逾六個月未領取者，貴行得將金融卡及密碼函逕行作廢。

採預製金融卡(含密碼)者，立約人於辦妥開戶及填具本約定書後，即可領取金融卡及密碼函，並辦理啟用登錄手續。

(Receipt, Activation and Invalidation)

Where Applicant wishes to process receipt of ATM card and PIN Notification and activation/registration procedure, Applicant shall personally process in the Bank by presenting ID certificates and originally registered seals, or get delivered by officer of the Bank for receipt of ATM card and PIN Notification.

If Applicant fails to receive within 6 months of application date, the Bank is entitled to invalidate the ATM card and PIN Notification.

For choosing pre-made ATM card, upon completion of opening account and this Contract, Applicant may receive ATM card and PIN Notification, and process activation/registration procedure.

四、(密碼變更)

立約人如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制。

(PIN Change) If Applicant wishes to change PIN, Applicant may use ATM or other equipment for change of PIN, and no limit as to times of change.

五、(存款金額之限制)

立約人使用金融卡以貴行自動化服務設備存入現金，於存入非本人之帳戶時，應適用金融卡非約定轉帳之金額限制；存入本人之帳戶者則不受金額之限制。

(Limitation on Depositing Amount) Where Applicant uses ATM of the Bank for depositing cash, if depositing into accounts other than Applicant's accounts, the limitation for non-designated transfer on ATM card shall be applicable; and if depositing into Applicant's account, there is no limitation as to depositing amount.

六、(提款及轉帳金額之限制)

(一)立約人使用金融卡在貴行自動服務設備提款時，其上限如下：

1. 每次最高限額為新臺幣(以下同) 8萬元。

2. 每日最高限額為15萬元。

(二)立約人於約定帳戶轉帳時，其上限如下：

1. 每次最高限額為200萬元。

2. 每日最高限額為200萬元。

(三)其他：立約人於非約定帳戶轉帳時，其上限如下：

1. 每次最高限額為3萬元。

2. 每日最高限額為3萬元。

其轉帳限額係併同金融卡、語音轉帳、網銀轉帳及其他電子支付工具之轉帳總額計算。

**(Limitation on Amount of Withdrawal and Transfer)**

- (1) Where Applicant withdraws by ATM card through ATM of the Bank, the maximum limit is listed as below:
  - i. Maximum withdrawn amount is NTD 80,000 for each withdrawal.
  - ii. Maximum accumulated withdrawn amount is NTD 150,000 daily.
- (2) Where Applicant transfers into designated payee accounts, the maximum limit is listed as below:
  - i. Maximum transfer amount is NTD 2,000,000 for each transfer.
  - ii. Maximum transfer amount is NTD 2,000,000 daily.
- (3) Others: Applicant transfers into non-designated account, the maximum limit is listed as below:
  - i. Maximum transfer amount is NTD 30,000 for each transfer.
  - ii. Maximum transfer amount is NTD 30,000 daily.

The maximum transfer amount is total transferring amount accumulated for ATM card, Phone Banking transfer, Internet Banking transfer and other electronic payment instrument.

七、(跨行提款及轉帳金額之限制)

(一)立約人使用金融卡在參加金融資訊系統跨行連線金融單位設置之自動化服務設備提款時，其上限如下：

1. 每次最高限額為2萬元。
2. 每日最高限額為15萬元。

(二)立約人於約定帳戶轉帳時，其上限如下：

1. 每次最高限額為200萬元。
2. 每日最高限額為200萬元。

(三)其他：立約人於非約定帳戶轉帳時，其上限如下：

1. 每次最高限額為3萬元。
2. 每日最高限額為3萬元。

其轉帳限額係併同金融卡、語音轉帳、網銀轉帳及其他電子支付工具之轉帳總額計算。

**(Limitation on amount of Inter-Banks Withdrawal and Transfer)**

- (1) Where Applicant withdraws by ATM card at ATM installed by financial institutions which participating financial information system inter-banks connection, the maximum limit is listed as below:
  - i. Maximum withdrawn amount is NTD 20,000 for each withdrawal.
  - ii. Maximum accumulated withdrawn amount is NTD 150,000 daily.
- (2) Where Applicant transfers into designated accounts, the maximum limit is listed as below:
  - i. Maximum transfer amount is NTD 2,000,000 for each transfer.
  - ii. Maximum transfer amount is NTD 2,000,000 daily.
- (3) Others: Applicant transfers for non-designated account, the maximum limit is listed as below:

**i. Maximum transfer amount is NTD 30,000 for each transfer.**

**ii. Maximum transfer amount is NTD 30,000 daily.**

**The maximum transfer amount is total transfer amount accumulated from ATM card, Phone Banking transfer, Internet Banking transfer and other electronic payment instrument.**

八、(存摺補登)

立約人使用金融卡連續提款、轉帳或進行非約定帳戶轉帳不受需補登存摺方可繼續使用金融卡之限制。

(Recording on Passbook)

Applicant's use of ATM card for continuous withdrawal, transfer or transfer for non-designated account is not limited by the requirement of recording on passbook for further use of ATM card.

九、(提款、轉帳限額、次數之調整及其揭示)

前三條所定之金額及次數，貴行得視實際需要隨時調整，貴行應於調整 15 日前，以顯著方式於營業處所及貴行網站公開揭示之。

(Adjustment on Maximum amount and Times of Withdrawal and Transfer and Publication)

For the amounts and times stipulated in the preceding three paragraphs, the Bank is entitled to make adjustment as considered necessary by the Bank. The Bank shall publish such adjustment by obvious way on the business place of the Bank at least 15 days prior to any adjustment.

十、(立約人轉帳錯誤，貴行協助事項)

立約人使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因立約人申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經立約人通知貴行，貴行應即辦理以下事項：

(一) 依據相關法令提供該筆交易明細及相關資料。

(二) 協助通知轉入行處理。

(三) 回報處理情形。

(Errors in Applicant's transfer and Assistance by the Bank)

Applicant shall carefully check on the bank code, A/C No., and transferred amount of payee transfer account whenever Applicant processes transfer transaction by ATM card. During Applicant's application or operation, if there is error occurring as to entering wrong transferred bank code, deposit A/C No., or amount, which resulting for transferring into wrong account or with wrong amount, upon notification by Applicant, the Bank shall immediately conduct the following measures:

(1) providing the transaction details and related document according to relevant laws.

(2) informing the transferee's bank for assistance.

(3) reporting the situation of processing.

十一、(交易之行為效力)

立約人如以金融卡及密碼在貴行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具同等之效力。立約人持金融卡於指定商店進行消費扣款交易經使用金融卡並輸入立約人設定之密碼後，視為啟用消費扣款服務以完成交易。

(Effect of Transaction)

Where Applicant processes transaction by ATM card and PIN at ATM installed by the Bank or other financial institution participating financial information system inter-banks connection, such transaction shall have the same effect as the action processed by passbook and seals. Where Applicant processes smart pay transaction in designated stores by using ATM card and entering PIN set by Applicant, it is deemed as activation of smart pay service for completion of transaction.

十二、（交易時點之認定）

跨行交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非營業日之交易，均歸屬次一營業日之帳務處理。交易是否係逾時交易，以貴行接獲檔案或資料之時間為準。

(Determination on Timing of Transaction) Accounting closing time is at 3:30 PM on Monday through Friday. For transaction exceeding the aforesaid accounting closing time or transaction out of business hours, shall be defined as accounting processed on next business day. Whether a transaction determined as exceeding accounting closing time shall be determined by the time of receipt of files or information by the Bank.

十三、（國內提領外幣）

立約人為成年人且領有國民身分證或外僑居留證之個人得使用金融卡領取外幣，所領取之外幣金額按交易當時貴行掛牌外幣現鈔賣出匯率折合新臺幣金額扣帳。

(Withdrawing Foreign Currency Domestically) Where Applicant is an adult and natural person with ROC ID card or APRC, Applicant may withdraw foreign currencies by ATM card. The foreign currencies withdrawn will be exchanged as NTD through exchange rate for sale of such foreign currency as published by the Bank on the time of transaction and be deducted from Applicant's account.

十四、（外幣交易授權結匯）

立約人依前條持金融卡進行外幣交易時，授權貴行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續。

(Authorization of Settlement of Foreign Exchange) Where Applicant processes foreign exchange transaction mentioned in the preceding paragraph, the Bank is authorized as settlement agent in ROC for settlement procedure of foreign exchange under the related regulation of Central Bank and agreement of the Parties.

十五、（契約終止或暫停提供金融卡功能）

立約人得隨時終止本契約，但應親自或以書面通知或以書面委託代理人之方式至貴行辦理，除金融卡遺失外，並應將金融卡繳還貴行。

如有下列情事之一者，貴行得隨時終止本契約或暫時停止提供金融卡之功能：

- （一）金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。
- （二）立約人之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
- （三）立約人違反法令規定損及貴行權益或有其他不法行為。

(Termination of Contract and Suspension of ATM Card) Applicant may terminate this Contract at any time, provided that Applicant shall personally or by written notice or by authorizing agent through written authorization, process in the Bank. The ATM card shall be returned to the Bank, unless due to lost of ATM card.

If there is any occurrence of the following events, the Bank is entitled to terminate this Contract or suspend the functions of ATM card at any time:

- (1) ATM card being forged or used for money laundry, fraud or other illegal purposes.
- (2) Applicant's account being declared as suspended for payment, watch-listed account or derivative watch-listed account according to related laws.

Applicant's violation of laws causing damages to the Bank's right and interest or there being other illegal activities by Applicant.

十六、（密碼使用錯誤次數及卡片留置、鎖卡之處理）

立約人使用金融卡進行交易，如輸入密碼錯誤連續達4次、忘記取回金融卡、使用已掛失之金融卡進行交易或其他原因之情形，遭自動化服務設備鎖卡或留置時，除雙方另有約定外，立約人應親持身分證明文件及原留印鑑分別依下列方式辦理：

- （一）金融卡遭鎖卡時，得至原開戶行或貴行指定處所辦理解鎖。
- （二）金融卡遭留置時，應自留置之次日起算14個營業日內至貴行取回或換發新卡，逾期未取回，貴行得將金融卡註銷。

(Times of PIN Errors and Processing for Holding of Card and Card Lock)

Where Applicant processes transaction by ATM card, if entering wrong PIN for successive 4 times, or failure to retrieve ATM card, or using lost reported ATM card for transaction or for other reasons, the ATM card is locked or held by ATM, unless otherwise agreed by both Parties, Applicant shall personally process in the Bank by presenting ID certificate and original registered seals in accordance with the following ways:

- (1) Where ATM card being locked, it is required to process unlock of ATM card in the branch originally opening account or the business place designated by the Bank.
- (2) Where ATM card being held, it is required to retrieve from the Bank or apply for reissuance of new card within 14 business days from the next day of holding. If failure to retrieve within the aforesaid period, the Bank is entitled to cancel such ATM card.

十七、（費用計收、調整及揭示）

立約人使用金融卡所為各項交易或服務所生之工本費如下：

**（一）交易手續費類：**

- 1、國內跨行提款：每次為伍元。
- 2、國內跨行轉帳：每次為壹拾伍元。

**（二）服務費用類：**

- 1、卡片解鎖：每次為伍拾元。
- 2、補／換發新卡：每次為壹佰元。

前項費用雙方同意自立約人帳戶扣繳或以現金方式繳納。

第一項費用應以顯著方式於營業場所及貴行網站公開揭示。

第一項第二款之服務費用，非經貴行證明卡片須解鎖或補、換發係因可歸責於立約人之事由所致者，不得收取之。

立約人因卡片須解鎖或補、換發，而發生損害者，貴行應負賠償責任，但貴行證明其就卡片須解鎖或補、換發係不可歸責者，不在此限。

立約人同意依貴行公告之各項服務收費標準支付服務費用，如遇調整各項服務收費標準時，於生效日60日前通知或公告，但有利於立約人者或本約定書其他章節另有規範者不在此限。

(Charge of Fees, Adjustment and Publication)

The service charge for transaction and service of ATM card is listed as blow:

- (1) Charge for Transaction:**
  - i. Local Inter-Bank Withdrawal: NTD 5/each**
  - ii. Local Inter-Bank Transfer: NTD 15/each**
- (2) Charge for Services:**
  - i. Unlock of ATM Card: NTD 50/each**
  - ii. Reissuance of New Card: NTD 100/each**

The aforesaid charges are agreed by both parties to be deducted from Applicant's account or to be paid in cash.

The Charge in Item (1) above shall be published by obvious way on business place or on website of the Bank.

The Charge in Item (2) B above shall not be charged unless the Bank can prove that the cause for requiring unlock or reissuance of ATM card was attributable to Applicant. The Bank shall be responsible for damages suffered by Applicant resulting from requiring unlock or reissuance of ATM card, unless the Bank can prove that the ATM card's requiring unlock or reissuance was not attributable to the Bank.

Applicant agrees to pay the service charges according to the fee schedule as published by the Bank. If there is any adjustment to fee schedule, the Bank shall notify Applicant or publish at least 60 days prior to effective date, unless otherwise provided under this Contract which is more beneficial for Applicant.

十八、（金融卡遺失、滅失、被竊或其他喪失占有）

立約人應自行牢記密碼，並與金融卡分開存放，妥善保管，如有遺失、滅失、被竊或其他喪失占有等情形時，應即通知卡片帳號所屬原開戶單位或向貴行二十四小時語音掛失專線04-22216188或0809-096888撥通後按99#辦理掛失止付手續。

前項約定方式，應以立約人安全、便利方式辦理。

未辦理掛失手續前而遭冒用，貴行已經付款者，視為對立約人已為給付。但貴行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致立約人密碼被冒用或盜用者，仍應由貴行負責。

(Lost, Impairment, Stolen or Other Lost Possession of ATM Card)

Applicant shall keep the PIN in mind by himself, and put ATM card and PIN in different place for safekeeping. If there is any lost, impairment, stolen or lost possession situations happened to ATM card, Applicant shall immediately notify the branch where originally opened account of such ATM card or process lost report procedure through 24 hours lost report direct line 04-22216188 or 0809-096888 +99#.

The aforesaid contracted way shall be processed by the way as safe and convenient for Applicant.

If the ATM card being used falsely prior to Applicant's processing lost report procedure, and the Bank had made payment, which shall be deemed as payment to Applicant, provided that if the Bank or other Bank installed such ATM fails to perform under obligation of due care as a good administrator as to control for information system, or there is other causes attributable to the Bank which resulting to Applicant's PIN being falsely used or stolen, the Bank shall still be liable.

十九、（出借、轉讓或質押之禁止）

立約人應自行保管使用金融卡，如有出借、轉讓或質押者，立約人應自負其責。

(Prohibition of Lending, Transferring or Pledge)

Applicant shall keep ATM card safely by himself. If there is any lending, transferring or pledging of ATM card, Applicant shall take full responsibility.

二十、(複製或改製之禁止)

立約人不得有複製或改製金融卡之行為。

(Prohibition of Reproduction or Remodeling)

Applicant shall not reproduce nor remodel ATM card.

二十一、本金融卡之往來以立約人與貴行約定之本人帳戶為限。

The transaction under this ATM card is limited to the account of Applicant as arranged by Applicant with the Bank.

二十二、立約人使用金融卡取款、轉帳或轉帳消費，係按無摺登錄方式辦理。

自動櫃員機於每筆提款完成，將印發「交易明細表」供立約人參閱。

The withdrawal, transfer or transfer consuming by ATM card is processed without recordation on passbook. Upon completion of withdrawal on ATM, there is “Transaction Details Sheet” printing out for Applicant’s reference.

二十三、金融卡不慎損壞，立約人得向貴行辦理換發手續。

Where ATM card is impaired, Applicant may apply with the Bank for issuance of new card.

二十四、在國外提領當地貨幣或消費時，先按國際清算中心所公布之匯率折算為美元，每筆並酌收手續費(本手續費隨匯率調整而調整)。立約人同意該中心加收一定比率之手續費(該手續費隨該中心調整而調整)，再按貴行當日之美元掛牌匯率折算為新臺幣自帳上扣帳。

If Applicant withdraws local currency or consumes abroad, the amount will first be exchanged to USD based on exchange rate published by International Clearing Center, and the handling fees will be charged for each transaction (this handling fee will be adjusted according to adjustment of exchange rate). Applicant agrees that such Center may make additional charge for certain percentage for handling fee (such handling fee will be adjusted according to adjustment by such Center), which will be exchanged into NTD based on exchange rate published by the Bank on such day for deduction from Applicant’s account.

二十五、金融卡如被其他金融機構之自動化服務機器所收回，如在國內，應逕向貴行原存行洽詢。若在國外，則應向當地金融機構要求作即時處置，或自交易發生後一百八十天內向貴行原存行辦理相關手續。

Where Applicant’s ATM card is held by ATM of other financial institutions, if in Taiwan, Applicant shall contact the Bank for processing, and if abroad, Applicant shall request the local financial institution for immediate processing, or process the related procedure with the branch originally opened account, within 180 days of such transaction.

**二十六、立約人同意貴行不主動提供金融卡「非約定帳戶轉帳」之功能，立約人如有非約定帳戶轉帳功能需求得向原開戶申請「非約定帳戶轉帳」功能，每日每次最高轉帳限額為三萬元。若立約人事先約定轉入帳號時，單筆最高轉帳限額提高為新臺幣貳佰萬元。每日含金融卡、語音轉帳、網路轉帳及其他電子支付工具之轉帳總額上限為新臺幣貳佰萬元。**

**Applicant agrees that the Bank will not voluntarily provide the “Non-designated**

**Account Transfer” function. If Applicant requires such non-designated account transfer function, Applicant may apply for “Non-designated Account Transfer” function with the branch originally opened account. The maximum transferred amount is NTD 30,000 for each transaction on each day. If Applicant contracts with the Bank for designated payee transfer account, the maximum transferred amount for each transaction is increased as NTD 2,000,000. The total maximum transferred amount including via ATM card, Phone Banking transfer, Internet Banking transfer and other electronic payment instrument is NTD 2,000,000.**

二十七、自動櫃員機因停電或故障致無法操作時，如在貴行櫃檯營業時間內，立約人得持卡向原開戶行填寫取款條，經核對簽章無誤後，得無摺提款。

Where ATM is not working due to out of electricity or malfunction, if within the Bank’s business hour, Applicant may fill withdrawal voucher by ATM card and withdraw without passbook upon verification of signature by the Bank.

二十八、貴行存款業務離線狀態下，立約人若憑摺要求提款，其可提領餘額應以貴行估算者為準。

Where under off-line for deposit business, if Applicant wishes to withdraw by passbook, the available balance shall be according to valuation by the Bank.

二十九、立約人以金融卡進行外幣交易時，貴行有權逕依有關外匯法令之規定，據實代立約人為結匯申報，立約人應悉數承認，絕不得異議。

Where Applicant processes for foreign currency transaction by ATM card, the Bank is entitled to make report on settlement of foreign exchange on behalf of Applicant in accordance with applicable laws of foreign currency. Applicant shall admit to such report without any objection.

三十、立約人在國外使用金融卡除應遵守貴行約定事項外，尚須遵照國外使用自動櫃員機及銷售點端末機之相關約定。立約人在國內則依照國內部份之約定事項使用金融卡。

Applicant’s use of ATM card abroad shall be in compliance with regulations of the Bank, and also the related regulations for use of ATM and Point of Sale Terminal abroad. Applicant shall comply with the related local regulations for use of ATM card while in Taiwan.

三十一、（個人資料之使用）

立約人因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意貴行、該筆金融卡交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳遞及利用其個人資料。貴行非經立約人同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。

(Use of Personal Information)

Applicant agrees that for purpose of inter-banks business of withdrawal, transfer, universal remittance, paying tax, paying fees, smart pay, searching on account balance by ATM card, the Bank, the financial institution under processing such transaction by ATM card, Joint Credit Information Center, Financial Information Co., Ltd., and other institution approved for establishment and operation by Financial Supervision Commission or

Agriculture Financial Authority, may collect, process, internationally transmit and use Applicant's personal information within the purpose for performing the aforesaid inter-banks business. The Bank may not provide Applicant's personal information to any third party other than the aforesaid institution unless otherwise agreed by Applicant or in accordance with related laws.

**三十二、申訴專線：**

- (一)24小時市話免付費電話0809-096888撥通後按99#。
- (二)其他電話：4499888（行動電話及離島地區加04）或04-22216188。
- (三)傳真：04-37010498。
- (四)電子信箱（E-MAIL）：service@ms2.tcbank.com.tw。

**Direct Line for Complaint:**

- (1) 24 hours local toll free 0809-096888 +99.**
- (2) Other phone number: 4499888 (+04 for cell phone and areas of islands) or 04-22216188**
- (3) Fax: 04-37010498**
- (4) E-mail: service @ms2.tcbank.com.tw**

**三十三、（文書之送達）**

立約人同意以本契約所載之地址為相關文書之送達處所，倘立約人或其聯絡人之地址變更，立約人應即以書面或其他約定方式通知貴行，並同意改依變更後之地址為送達處所；如立約人未以書面或依約定方式通知變更地址時，貴行仍以本契約所載之地址或最後通知立約人之地址為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。

(Service of Document)

Applicant agrees to use the address stipulated in this Contract for service of related document. If there is change of address to Applicant, Applicant shall immediately notify the Bank in writing or by other agreed ways, and agree to use the changed address as delivery place. If Applicant fails to notify on changed address in writing or by agreed ways, the Bank will still use the address stipulated in this Contract or lastly notified to the Bank as delivery place. Any notice dispatched hereunder is deemed delivered after usual mailing time.

**三十四、（其他約定事項）**

本約款若有未盡事宜，依活期（儲蓄）存款契約辦理。

(Other Provisions)

Any thing not stipulated in this Contract shall be in accordance with Contract for Demand (Saving) Deposit.

**三十五、（契約之交付）**

本契約一式二份，由貴行及立約人雙方各執乙份，以資信守。

(Delivery of Contract)

This Contract is executed for two counterparts, each of which is hold by the Bank and Applicant for compliance.

**三十六、（管轄法院）**

因本契約涉訟時，雙方同意以貴行主營業所所在地管轄之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四百三十六條之九規定小

額訴訟管轄法院之適用。

(Jurisdiction)

Any dispute arising out of or in connection with this Contract shall be submitted to the jurisdiction of district court of city where the Bank's Head Office is located, provided that the provisions under Article 47 of Consumer Protection Law and the jurisdiction regulated for small amount litigation under Article 436-9 of Civil Procedure Law shall not be exempted from application.

## 貳、晶片金融卡消費扣款約定事項

### Provisions for Smart Pay by ATM Card

一、名詞定義如下：

(一) 晶片金融卡：指由貴行發行具晶片之金融卡，供申請人憑卡進行提款、轉帳或消費扣款等交易。

(二) 晶片金融卡消費扣款功能：指立約人向實體或虛擬之特約商店進行物品、勞務或其他交易時，使用貴行核發之晶片金融卡及立約人設定之密碼，委託貴行直接由立約人晶片金融卡之帳戶即時扣款，轉入收單機構或特約商店帳戶之功能，包括消費扣款(固定及變動費率)、沖正、退款等交易。

(三) 收單機構：指與特約商店約定提供立約人消費扣款事宜之金融機構。

(四) 特約商店：指提供物品、勞務或其他交易經與收單機構簽約，受理立約人以晶片金融卡繳付消費款之商店。

(五) 交易紀錄：指立約人憑晶片金融卡消費扣款時之單據或電子訊息。

### Definition

(1) ATM IC Card: means ATM card with IC chip issued by the Bank for Applicant to process withdrawal, transfer or smart pay transaction.

(2) ATM IC Card Smart Pay Function: means the function where Applicant processes purchase of goods, service or other transaction in designated physical stores or virtual stores, by using ATM IC Card and PIN set by Applicant, and Applicant commissions the Bank to directly deduct payment from Applicant's account, and to transfer into accounts of Acquiring Institution or designated stores, including transactions of smart pay (at fixed or floating fee rate), set-off, returning payment, etc.

(3) Acquiring Institution: means the financial institution which contracted with designated stores for providing smart pay related services to Applicant.

(4) Designated Stores: means the stores which providing goods, services or other transactions, and through contracting with Acquiring Institution, accepting Applicant's consuming payment by ATM IC Card.

Transaction Records: means receipt or electronic message for transaction via smart pay by ATM IC Card of Applicant.

### 二、使用須知

立約人應妥善保管晶片金融卡及密碼，並明確瞭解所有憑晶片金融卡及密碼進行消費扣款之交易，均視同本人所為，與憑存摺及填具取款憑條加蓋原留印鑑之提款，具同等效力。

立約人停止使用晶片金融卡消費扣款功能者，應向貴行提出申請取消晶片金融卡之消費扣款功能後，始生終止效力。

立約人使用晶片金融卡於實體或虛擬之特約商店，進行消費扣款、退款或取消交易

時，應自行留存交易紀錄，以供核對之用。

emulations on Use

Applicant shall keep ATM IC Card and PIN safely, and clearly understand that all smart pay transaction by ATM IC Card shall be deemed as processed by Applicant, and shall have the same effect as withdrawal by passbook and withdrawal voucher affixing originally registered seals.

If Applicant wishes to cease the function of smart pay by ATM IC Card, Applicant shall apply to cancel the function of smart pay on ATM IC Card, in order to be effective as termination.

Where Applicant processes smart pay, refund, or cancel transaction in physical or virtual Designated Stores, Applicant shall obtain and keep transaction records in order for further verification.

### 三、消費扣款限額

立約人每日消費扣款限額為新臺幣陸萬元，每月累計限額最高新臺幣壹拾貳萬元，貴行並得視需要隨時調整。如有調整，應以顯著方式於營業場所公開揭示，但立約人與貴行另有約定者依其約定辦理。立約人消費扣款指定帳戶之可用餘額，不足支付消費帳款或消費帳款逾前項約定限額時，貴行並無扣款之義務。

#### Maximum Amount of Smart Pay

The maximum consuming amount by smart pay is NTD 60,000 for each day, and the accumulated maximum amount is NTD 120,000 for each month, which is subject to adjustment by the Bank whenever necessary. If there is adjustment, the Bank shall publish by obvious way on business place, unless otherwise contracted by Applicant and the Bank.

Where the available balance in Applicant's account is not enough for deduction of consuming payment or the consuming payment exceeding the aforesaid maximum amount, the Bank is not obliged to make deduction.

### 四、消費糾紛及帳款疑義之處理

立約人明確瞭解憑晶片金融卡及密碼，於特約商店進行消費扣款交易，與現金交易並無不同，如與特約商店發生相關消費爭議（包括但不限於商品或服務之品質、數量、金額等），皆應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據。立約人亦不得以其與特約商店間交易所生之糾紛對抗貴行。

立約人對消費帳款有疑義時，得向貴行請求複查，貴行應提供交易紀錄協助核對。

#### Processing for Consuming Dispute and Account Dispute

Applicant clearly acknowledges that there is no difference between the consuming transaction through smart pay by ATM IC Card with PIN and transaction by cash. If there is consuming dispute occurred with designated stores (including but not limited to quality, quantity, amount of goods or services), Applicant shall pursue for resolution with such designated stores, and shall not base on that to claim against the Bank for return of payment. Applicant shall not claim against the Bank based on any dispute resulting from transaction between Applicant and designated stores.

Where Applicant has doubts as to consuming payment on bill, Applicant may request for rechecking, and the Bank shall provide transaction records for assistance.

### 五、卡片被竊、遺失或其他喪失占有

立約人如有遺失、被竊、被搶、詐取或其他遭第三人占有晶片金融卡之情形，應儘速以電話或其他約定之方式通知貴行，或至其他經貴行指定機構辦理掛失停用手續，並繳交有關手續費用。如未繳交費用者，同意貴行得逕自立約人之帳戶內扣繳。

#### Stolen, Lost or Other Lost Possession of Card

If there is occurrence of lost, stolen, robbed, taken by fraud, or other lost possession situation to ATM IC Card, Applicant shall promptly notify the Bank by phone or by other agreed ways, or process lost report procedure in other institution as designated by the Bank, and pay the related handling charges. If Applicant fails to pay charges, Applicant agrees that the Bank may deduct from Applicant's account.

#### 六、銀行義務

貴行應以善良管理人之注意，為立約人處理晶片金融卡消費扣款及帳務事宜。

有關立約人消費扣款帳務資訊之揭露，貴行應以對帳單、存摺或其他約定之方式，提供每筆交易紀錄以供立約人核對。

#### Obligation of the Bank

The Bank shall perform under due care as a good administrator for handling deduction and accounting of smart pay by ATM IC Card for Applicant.

#### 七、業務委託

立約人同意貴行晶片金融卡消費扣款之相關作業或其他與本約定書有關之附隨業務，得依主管機關規定，委託第三人辦理。惟第三人於蒐集、處理及利用立約人個人資料時，仍應依相關法令規定並保守秘密。

#### Subcontracting Business

Applicant agrees that for ATM IC Card smart pay related business and other accompanying business in related with this Contract, the Bank may subcontract with the third parties under the regulations of competent authority, provided that the third parties shall comply with applicable laws and keep confidential for collection, processing and using Applicant's personal information.

### 悠遊VISA金融卡約定條款

#### Provisions for Easy Visa ATM Card

##### 壹、一般約定事項

#### General Provisions

##### 一、定義

「悠遊VISA金融卡」：係指貴行發給立約人（本章稱「持卡人」）作為指定之新臺幣活期性存款帳戶於自動櫃員機憑密碼存、提款，並得以簽名方式向特約商店取得物品、勞務或其他利益而同時自該帳戶直接扣帳付款之卡片。

#### Definition

“Easy Visa ATM Card”: means card issued by the Bank to Applicant (hereinafter called “Cardholder”) for deposit and withdrawal at ATM by PIN through designated NTD demand deposit account, and for obtaining goods, services or other interest from designated stores by ways of signature, and at the same time directly deducting payment from Applicant's account.

##### 二、申請

（一）持卡人於貴行開立新臺幣活期性存款帳戶均得申請悠遊VISA金融卡，但每

一帳戶以一張為限。

- (二) 持卡人申請悠遊VISA金融卡，應將個人、財務資料及其他相關資料據實填載於申請表格各欄，並依貴行要求提出真實及正確之有關資料或證明文件，且指定一持卡人於貴行所開立之新臺幣活期性存款帳戶，作為悠遊VISA金融卡於自動櫃員機提款及簽帳消費帳款之扣款帳戶（以下簡稱指定扣款帳戶）。
- (三) 持卡人依前項於申請表格留存於貴行之連絡地址、電話、職業或職務等資料如有變更，應即通知貴行。
- (四) 貴行對悠遊VISA金融卡之核發有決定權，發給持卡人之卡片僅授權持卡人本人使用，貴行保留悠遊VISA金融卡之所有權。

#### Application

- (1) Cardholder may apply for Easy Visa ATM Card when opens NTD demand deposit account with the Bank, for one card only from one account.
- (2) Where Cardholder applies for Easy Visa ATM Card, Cardholder shall fill all personal information, financial information and other related information on application form, and upon request by the Bank, shall provide true and accurate related information and certificating document, and shall designate one NTD demand deposit account opened by Cardholder in the Bank as the account for deduction of withdrawal at ATM and consuming payment by Easy Visa ATM Card (hereinafter called “Account for Deduction”).
- (3) If there is any change to the contacting address, phone, occupation, or position of Cardholder filled in the aforesaid application form, Cardholder shall immediately notify the Bank.

The issuance of Easy Visa ATM Card is subject to discretion by the Bank. The Card issued to Cardholder is only for authorized use by Cardholder, and the Easy Visa ATM Card is still belonged to the Bank.

#### 三、使用須知

- (一) 持卡人收到悠遊VISA金融卡後，應立即在悠遊VISA金融卡背面簽名。
- (二) 悠遊VISA金融卡僅提供持卡人本人使用，不得讓與、轉借或交他人使用，否則對貴行因此所致之損失應由持卡人自行負責。且持卡人不得複製或改製金融卡，如經發覺有複製或改製之行為，貴行得立即報請有關機關追究刑責，持卡人並應賠償貴行因而所受之損失。
- (三) 悠遊VISA金融卡及密碼由貴行製作，並由持卡人自行至貴行領取。
- (四) 悠遊VISA金融卡及密碼應分開妥慎保管，密碼分為晶片密碼及磁條密碼，持卡人得利用貴行自動櫃員機或其他經貴行同意之設備或方式更改密碼，**操作時應防範他人窺視**，交易完成後，並應隨手取走自動櫃員機之交易紀錄單，以確保存款之安全。自動櫃員機或以其他經貴行同意之設備或方式僅核驗密碼，貴行對悠遊VISA金融卡使用人之身分不負認定之責。
- (五) 為保障持卡人之權益，當使用悠遊VISA金融卡鍵入晶片密碼連續錯誤達三次（含）時，晶片功能即被鎖碼，持卡人須於貴行營業時間持卡片、原留印鑑及身分證明至貴行辦理鎖碼解除；當使用悠遊VISA金融卡鍵入磁條密碼連續錯誤達三次（含）或使用業已掛失之金融卡時，自動櫃員機將收回卡片，持卡人得逕洽該機器所屬金融機構領回或立即向貴行辦理掛失停用手續，若悠遊VISA金融卡在國外被自

動櫃員機收回時，持卡人應洽該機器所屬之當地金融機構要求即時領回，或立即向貴行辦理掛失停用手續。

#### Regulation of Use

- (1) **Once Cardholder receives the Easy Visa ATM Card, Cardholder shall immediately sign on the back of Easy Visa ATM Card.**
- (2) **Easy Visa ATM Card is only for use by Cardholder, and may not be transferred, lent, or used by other party.** Otherwise, all damage suffered by the Bank shall be responsible for compensation by Cardholder. Also, Cardholder may not reproduce or remodel ATM card. If there is act of reproduction or remodeling found by the Bank, the Bank may report to related authority for pursuing Cardholder's criminal liability, and Cardholder shall be liable for any losses suffered by the Bank.
- (3) Easy Visa ATM Card and PIN shall be produced by the Bank and be received by Cardholder personally in the Bank.
- (4) **Easy Visa ATM Card and PIN shall be kept in different places safely.** There are IC chip PIN and magnetic PIN. Cardholder may change PIN through ATM of the Bank or other equipment or ways agreed by the Bank, and shall prevent from disclosure in operation. Upon completion of transaction, **Cardholder shall take transaction record slip away in order to secure safety for deposit.** ATM or other equipment or ways agreed by the Bank only verify on PIN, and the Bank is not responsible for verification as to identity of user of Easy Visa ATM Card.

For security of Cardholder's interest, while IC PIN being wrongfully entered for successive three times, the IC function will be locked. Cardholder shall bring Card, originally registered seals and ID certificates to the Bank during business hours for processing unlock procedure. While magnetic PIN being wrongfully entered for successive three times, or using lost reported ATM card, ATM will hold the card. Cardholder may contact the financial institution of such ATM for retrieving card, or immediately process lost report and stop payment procedure with the Bank. If Easy Visa ATM Card is held by ATM abroad, Card Holder shall contact the local financial institution of such ATM for immediate retrieving of card, or immediately process lost report and stop payment procedure with the Bank.

#### 四、掛失

持卡人悠遊VISA金融卡如有遺失、被竊、被搶、被詐取或其他脫離持卡人本人占有之情形，應即依約定方式向貴行辦理掛失停用手續，俟於貴行辦妥掛失手續後，貴行可逕自持卡人在貴行任一帳戶扣取掛失手續費。如有必要，貴行得於受理掛失手續日起十日內通知持卡人，要求於受通知日起三日內向當地警察機關報案或以書面補行通知貴行。

#### Lost Report

If there is any lost, stolen, robbed, lost by fraud or other lost possession situation happened to Cardholder's Easy Visa ATM Card, it is required to process lost report and stop payment procedure with the Bank under the agreed way. Upon completion of lost report procedure, the Bank may deduct the handling fee from any account of Card Holder. If necessary, the Bank may notify Cardholder within 10 days of lost report procedure, for requesting Cardholder to report to local police office or submit in writing of such lost

report to the Bank.

五、卡片被竊、遺失或其他喪失占有

- (一) 持卡人自辦理掛失停用手續時起被冒用所發生之損失，概由貴行負擔。但有  
下列情形之一者，持卡人仍應負擔辦理掛失停用手續後被冒用之損失：  
1、第三人之冒用為持卡人容許或故意將悠遊VISA金融卡交其使用者。  
2、持卡人故意或重大過失將使用自動化設備或進行其他交易之交易密碼或其  
他辨識持卡人同一性之方式使第三人知悉者。  
3、持卡人與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。
- (二) 辦理掛失停用手續前持卡人被冒用簽帳消費交易之自負額以新臺幣參仟元為  
上限，但有下情形之一者，持卡人免負擔自負額：  
1、持卡人於辦理悠遊VISA金融卡掛失停用手續時起前二十四小時被冒用者。  
2、冒用者在簽單上之簽名，以肉眼即可辨識與持卡人之簽名顯不相同或以善  
良管理人之注意而可辨識與其持卡人之簽名不相同者。（在自動提款機提  
領現金部份，持卡人辦理掛失停用手續前之冒用損失，由持卡人全部負擔，  
不適用自負額之全部規定。）
- (三) 持卡人有本條第一項但書及下列情形之一者，且貴行能證明已盡善良管理  
人之注意義務者，其被冒用之自負額不適用前項約定：  
1、持卡人得知悠遊VISA金融卡遺失或被竊等情形而怠於立即通知貴行或持卡  
人發生悠遊VISA金融卡遺失或被竊等情形後，自當期繳款截止日起已逾七  
日仍未通知貴行者。  
2、持卡人違反前條約定未向當地警察機關報案或以書面補行通知貴行。  
3、持卡人違反本約定事項第三條第一項約定，未於悠遊VISA金融卡簽名致遭  
第三人冒用者。  
4、持卡人於辦理悠遊VISA金融卡掛失停用手續後，未提出貴行所請求之文件、  
拒絕協助調查或其他違反誠信原則之行為者。

Stolen, Lost or Other Lost Possession of Card

- (1) All the losses resulting from being used falsely after processing lost report and stop  
payment procedure, shall be borne by the Bank, **provided that if there is any  
occurrence of the following situation, Cardholder shall still responsible for such  
losses:**
- i. **The false use by third party of Card was allowed or intentionally delivered  
by Cardholder.**
  - ii. **Cardholder intentionally or by gross negligence discloses PIN for  
transaction in ATM or other transaction or the way to identify Cardholder  
to the third party.**
  - iii. **Cardholder conspires with the third parties or designated stores for forging  
false transaction or conspiracy fraud.**
- (2) **The deductible for losses of being used falsely on consuming transaction borne  
by Cardholder prior to lost report procedure is limited to NTD 3,000, provided  
that if there is any occurrence of the following situations, Cardholder is not  
responsible for such deductible:**
- i. **The false use by third party was within 24 hours prior to processing lost  
report and stop payment procedure by Cardholder.**

- ii. **The signature on bill can be easily by eyesight distinguished to be different from signature on the card or can be verified by due care of a good administrator to be different from signature of Cardholder.**  
**(As to withdrawal in ATM, the losses prior to processing lost report and stop payment procedure by Cardholder shall be fully borne by Cardholder without application of deductible.)**
- (3) For the situations stipulated in the paragraph (1) above under which the losses to be borne by Cardholder and under any occurrence of the following situation, if the Bank can prove that the Bank had already performed under due care as a good administrator, the aforesaid deductible shall not be applicable:
- i. Cardholder fails to notify the Bank of lost or stolen of Easy Visa ATM Card after his knowledge of such events, and fails to notify over than 7 days after payment deadline of such month.
  - ii. Cardholder in violation of the provision in the preceding Article, fails to report to police office or fails to submit written lost report to the Bank.
  - iii. Cardholder in violation of the provision in Article 3, fails to sign on the back of Card resulting for being used falsely by third party.

After processing lost report and stop payment procedure, Cardholder fails to provide the document as requested by the Bank, refuses to assist investigation or with other behaviors of breach of good faith.

#### 六、補發新卡、換發新卡及屆期重發新卡

- (一) 持卡人發生悠遊VISA金融卡脫離占有等情形並辦理掛失後，貴行得依持卡人之申請補發新卡。若有污損、消磁、刮傷或其他原因致令悠遊VISA金融卡不堪使用者，持卡人須親自持身分證、存摺及原留印鑑向貴行申請補發新卡。
- (二) 貴行於悠遊VISA金融卡於有效期間屆滿時，除已經終止契約或停用者外，貴行應續發新卡供持卡人繼續使用，惟貴行基於風險、安全、持卡人之財務、信用、消費及卡片使用狀況的考量，持卡人同意於悠遊VISA金融卡卡片期限屆至時，得不續發新悠遊VISA金融卡予持卡人，其舊卡於有效期限屆至後，將停止悠遊VISA金融卡刷卡簽帳及國外提領現金功能，惟一般金融卡國內存、提及轉帳等功能仍可繼續使用，如持卡人欲使用悠遊VISA金融卡刷卡消費或國外提款功能，應向貴行申請重發新卡。

#### Reissuance of New Card and Issuance of New Card upon Expiry

- (1) After processing lost report procedure for lost possession of Easy Visa ATM Card, the Bank may reissue new card upon application by Cardholder. If there is impairment, demagnetization, crush or other reason for unable to use, happened to Easy Visa ATM Card, Cardholder shall personally apply with the Bank for reissuance of new card by presenting ID certificate, passbook and originally registered seals.
- (2) Upon expiry of Easy Visa ATM Card, except for termination of this Contract or cease of use, the Bank shall issue new card for Cardholder's use, provided that under concerns of risk, security, Cardholder's financial, consuming, and card using conditions by the Bank, Cardholder agrees that the Bank may not issue new Easy Visa ATM Card to Cardholder upon expiry of such Card, and the old Card may still

be used as ATM card for deposit, withdrawal or transfer function within Taiwan but without debit card consuming function and withdrawing cash function abroad. If Cardholder wishes to use Easy Visa ATM Card's function for debit card consuming and withdrawal abroad, Cardholder shall apply with the Bank for reissuance of new card.

#### 七、費用調整

持卡人持有悠遊VISA金融卡所需負擔各項費用(不以下列為限)之金額,貴行或VISA國際組織得隨時調整之,但應於營業場所或網路公開揭示之。**持卡人並同意以本約定條款授權貴行得逕自持卡人在貴行任一帳戶扣取該等費用。目前費用有國內跨行提款手續費NT\$5、國內跨行轉帳手續費NT\$15、國外提款手續費NT\$100(加計交易金額1.5%之匯率轉換費)、掛失費NT\$200(含掛失補卡費)、調閱國內簽帳單手續費NT\$100及調閱國外簽帳單手續費NT\$100等。前項匯率轉換費,係指貴行支付給VISA國際組織之費用及銀行作業手續費。**

#### Adjustment of Charges

The related charges for Easy Visa ATM Card borne by Cardholder may be adjusted by the Bank or VISA International Organization at any time, provided that such adjustment shall be published on business place or website. **Cardholder agrees that the Bank may deduct such charges from any account of Cardholder in the Bank. For current charges, there are domestic inter-bank withdrawal fee as NTD 5, domestic inter-bank transfer fee as NTD15, overseas withdrawal fee as NTD100 (plus 1.5% of transaction amount as exchange fee), lost report fee as NTD200 (including fee for reissuance of new card), fee for request of domestic consuming bill as NTD100, and fee for request of abroad consuming bill as NTD100, etc. The aforesaid exchange fee means the charges paid by the Bank to VISA International Organization and handling fee by the Bank.**

#### 八、契約變更

本約定條款如修改或增刪時,除另有約定外,貴行應於營業場所或貴行網站公開揭示之。

#### Amendment of Contract

**If there is any amendment to provision of this Contract, the Bank shall publish on business place or website of the Bank.**

#### 九、契約終止

- (一) 持卡人結清帳戶或不願意繼續使用悠遊VISA金融卡時應將卡片截斷交還貴行辦理註銷手續。
- (二) 貴行於持卡人有下列情形時,得以書面通知持卡人終止契約:
  - (1) 持卡人故意將使用自動化設備或進行其他交易之交易密碼或其他辨識持卡人同一性之方式告知第三者。
  - (2) 持卡人如使用悠遊VISA金融卡不當或貴行研判持卡人帳戶有疑似不當使用之情事時,得隨時停止或終止持卡人使用卡片,並收回悠遊VISA金融卡予以作廢。

#### Termination of Contract

- (1) **Where Cardholder closes account or does not want to continue use of Easy Visa ATM Card, the Card shall be cut-off and returned to the Bank for processing**

**cancellation procedure.**

- (2) If there is any occurrence of the following situation, the Bank is entitled to notify Cardholder to terminate this Contract:
- i. Cardholder intentionally discloses PIN for transaction in ATM or the way to identify Cardholder to the third party.
  - ii. If Cardholder improperly uses Easy Visa ATM Card or there being suspicious improper use of account by Cardholder as determined by the Bank, the Card may be terminated for use and be recalled for invalidation.

**十、業務委託**

持卡人同意貴行之交易帳款收付業務、電腦處理業務或其他與本契約有關之附隨業務（包括但不限於資訊系統之資料登入、處理及輸出，資訊系統之開發、監控及維護，行銷，立約人資料登入，表單列印、裝封及付交郵寄，表單、憑證等資料保存，卡片製作及送達，帳款催收及法律程序等【含符合特定目的之相關個人資料及電腦處理】），於必要時，得依主管機關規定或核准委託適當其他機構合法辦理，並於電腦處理及利用持卡人個人資料時，仍應依法令規定並保守秘密；持卡人得向貴行洽詢有關委外作業所揭露於委託機構之資訊種類及受託機構之名稱等資料。

**Subcontracting Business**

Cardholder agrees that for collection and paying of transaction payment, computer processing and other accompanying business in related with this Contract (including but not limited to key-in of information in information system, processing and transmission, development, control and maintenance of information system, marketing, key-in of Applicant's information, printing forms, packing and delivery for mailing, document keeping for forms and vouchers, production of card and delivery, collection of receivables and legal procedure, etc. 【including related personal information and computer processing under specific purpose】), where necessary, the Bank may subcontract with the third parties under the regulations of competent authority, provided that the third parties shall comply with applicable laws and keep confidential for collection, processing and using Cardholder's personal information. Cardholder may enquiry with the Bank as to the types of information disclosed to such subcontractor and the name of such subcontractor.

**十一、個人資料利用及處理之範圍**

悠遊VISA金融卡申請人或持卡人同意貴行、往來之金融機構、受託提供悠遊VISA金融卡服務之機構、財團法人金融聯合徵信中心及財團法人聯合信用卡處理中心，得依法令規定蒐集、電腦處理、國際傳遞及利用其個人資料（包括供貴行行政研究、宣傳推廣、寄送消費資訊等），並供予受貴行委託處理事務之第三人，由其於處理事務範圍內電腦處理及利用。

**Scope for Use and Processing Personal Information**

Easy Visa ATM Card Applicant and Cardholder agrees that the Bank, associated financial institution, subcontracted institution for providing Easy Visa ATM Card service, Joint Credit Information Center and National Credit Card Center of ROC, may collect, process by computer, internationally transmit and use his personal information (including for executive research, promotion, sending consuming information), and provide to the third parties subcontracted by the Bank for processing by computer and use within scope of processing.

## 十二、契約效力與未盡事宜之補充

本約定條款以及其他先經持卡人同意而與悠遊VISA金融卡有關之申請書、用卡須知或其他約定事項，均有同一效力，惟如有牴觸，應以本約定條款為準，且約定條款一部之無效，不影響其他條款之效力，倘仍有未盡事宜，悉依有關法令規定辦理。

### Effect of Contract and Supplement of Matters not Stipulated

The provision of this Contract has the same effect as the application forms, regulation of card and other terms and conditions as previously agreed by Cardholder in connection with Easy Visa ATM Card. If there is discrepancy between them, the provisions in this Contract shall prevail. Any provision being considered invalid shall not affect the validity of other provisions. Any thing not stipulated in this Contract, shall be in accordance with related laws.

## 貳、簽帳消費功能約定事項

### Provisions for Debit Card Consuming Function

#### 一、定義

名詞定義如下：

- (一) 「收單機構」：指經VISA國際組織授權辦理特約商店簽約事宜，並於特約商店請款時，先行墊付持卡人交易帳款予特約商店之機構。
- (二) 「特約商店」：指與收單機構簽訂特約商店契約，並依該契約接受悠遊VISA金融卡之商店。
- (三) 「每日簽帳消費額度」：指如無其他特別約定時，持卡人每日累計持有悠遊VISA金融卡之簽帳消費款項及國外提款之最高限額。
- (四) 「扣帳日」：指貴行代持卡人給付款項予收單機構或特約商店或為持卡人負擔墊款義務，並登錄於持卡人指定帳戶支付該款項之日。
- (五) 「結匯日」：係指持卡人於國外持卡消費後，由貴行或貴行授權之代理人依VISA國際組織按約所列匯率，將持卡人之外幣應付帳款折算為新臺幣結付之日。

#### Definition

The definitions of the following terms are listed as below:

- (1) “Acquiring Institution”: means the institution which authorized by VISA International Organization for processing contract with Designated Stores and related payment of consuming by Cardholder to Designated Stores.
- (2) “Designated Stores”: means the stores which contracted with Acquiring Institution and accept Easy Visa ATM Card according to such contract.
- (3) “Daily Debited Consuming Maximum Amount”: means the maximum amount of debited consuming amount for each day and for withdrawal abroad.
- (4) “Deduction Date”: means the day when the Bank pays to Acquiring Institution or Designated Stores for Cardholder’s consuming or taking obligation of payment for Cardholder, and recording on Cardholder’s designated account for paying such payment.

“Settlement Date”: means the day where after consuming by Cardholder abroad through Card, the Bank or authorized agent of the Bank exchanges the foreign currency of payables of Cardholder into NTD to make payment based on the exchange rate as designated by VISA International Organization according to contract.

## 二、每日簽帳消費額度

每日簽帳限額新臺幣6萬元(不限次數),每月簽帳限額新臺幣12萬元(不限次數),且不得超過「指定扣款帳戶」內之可用存款餘額,其中在國外消費時所消費之當地貨幣係換算為等值新臺幣,以控制額度。上開每日刷卡消費額度,貴行得隨時調整之,惟應於貴行營業場所或貴行網站上公告之。

### Daily Debited Consuming Maximum Amount

The Daily Debited Consuming Maximum Amount is NTD 60,000 (no limit as to times), and the maximum amount for debited consuming monthly is NTD 120,000 (no limit as to times), which shall not exceed the available balance of the “Designated Account for Deduction”. The consuming amount abroad will be exchanged into equivalent NTD amount, in order to control the quota. The aforesaid daily consuming maximum amount may be adjusted by the Bank, provided that the Bank shall publish on business place or website of the Bank.

## 三、契約雙方之基本義務

- (一) 貴行應以善良管理人之注意為持卡人處理使用悠遊VISA金融卡交易款項之清償事宜,並自行或由各收單機構提供特約商店供持卡人使用悠遊VISA金融卡交易。
- (二) 持卡人之悠遊VISA金融卡屬於貴行之財產,持卡人應妥善保管及使用悠遊VISA金融卡。貴行僅授權持卡人本人在悠遊VISA金融卡有效期限內使用,不得轉與、轉借、提供擔保或以其他方式將悠遊VISA金融卡占有轉讓予第三人或交其使用。
- (三) 持卡人使用自動化設備或進行其他交易,就其交易密碼或其他辨識持卡人同一性之方式,應予以保密,不得告知第三人。
- (四) 持卡人不得與第三人或特約商店偽造虛構不實交易行為或共謀詐欺,以悠遊VISA金融卡簽帳方式或其他方式折換金錢或取得利益。
- (五) 持卡人違反本條第二項至第四項約定致生之應付帳款者,亦應對之負清償責任。

### Right and Obligation of Both Parties

- (1) The Bank's processing in payment of transaction for Cardholder as to use of Easy Visa ATM Card, shall be perform under due care as a good administrator, and the Bank shall by itself or by Acquiring Institution provide Designated Stores for Cardholder's consuming transaction.
- (2) The Easy Visa ATM Card is property belonged to the Bank. Cardholder shall keep ATM card safely. The Bank only authorizes Cardholder to use Easy Visa ATM Card within the valid period of the Card. Cardholder shall not lend, transfer or pledge or other way to change possession of Easy Visa ATM Card to other third parties nor to allow to be used by the third parties.
- (3) Where Cardholder uses ATM or other transaction, Cardholder shall keep confidential of PIN and the way to identify Cardholder, and shall not disclose to other third parties.
- (4) Cardholder shall not conspire with the third parties or Designated Stores for forging transaction or conspiracy fraud, nor exchange for money or other interest through consuming by Easy Visa ATM Card or through other ways.

The payables resulting from Cardholder's violation of the provisions of paragraph (2) to

(4) above shall still be responsible by Cardholder for payment.

#### 四、交易方式

(一) 悠遊VISA金融卡無信用卡延後付款功能，亦無預借現金功能，具有一般金融卡功能亦可於特約商店使用簽名方式進行刷卡簽帳消費，所有消費款項於消費當時即自持卡人指定扣款帳戶中圈存保留(持卡人無法提領該保留款項)，並於扣帳日扣款時實際自持卡人指定扣款帳戶扣除該款項清償之。須持卡人指定並授權貴行直接扣帳支付款項之新臺幣活期性存款帳戶內餘額於消費當時足敷支付價款始得簽帳消費，自持卡人完成消費簽帳起，貴行得立即自該指定帳戶內扣款，如貴行未能及時扣款，並得於持卡人消費簽帳金額範圍內就該指定帳戶為圈存，經圈存之款項不得再為提領，且於持卡人下次消費核算帳戶餘額是否足敷價款時亦不予列入。

基於主管機關對於外匯管制之限制，立約人如係未滿20歲之自然人時，同意不在國外使用金融卡。

(二) 持卡人使用悠遊VISA金融卡交易時，於出示悠遊VISA金融卡刷卡後，經查對無誤後，應於簽帳單上簽名確認，並自行妥善保管簽帳單收執聯，以供查證之用。如係以郵購、電話訂購、傳真等其他類似方式訂購商品、取得服務、代付費用而使用悠遊VISA金融卡付款，無須使用簽帳單或當場簽名，貴行得電話確認、收貨單上之簽名、郵寄憑證或其他得以辨識當事人同一性及確認持卡人意思表示之方式代之。

(三) 持卡人於特約商店同意持卡人就原使用悠遊VISA金融卡交易辦理退貨、取消交易、終止服務、變更貨品或其價格時，應向特約商店索取退款單，經查對無誤後，應於退款單上簽名確認，並自行妥善保管退款單收執聯，以供查證之用。但經持卡人及特約商店同意，亦得以特約商店自行簽認，並以持卡人保留退貨憑證或其他足資證明文件之方式代之。

(四) 特約商店於下列情形得拒絕接受持卡人使用悠遊VISA金融卡交易：

- 1、悠遊VISA金融卡為偽造、變造或有破損、斷裂、缺角、打洞、簽名模糊無法辨認及簽名塗改之情事者。
- 2、悠遊VISA金融卡有效期限屆至或業已辦理掛失或本契約已解除或終止者。
- 3、貴行已暫停持卡人使用悠遊VISA金融卡之權利者。
- 4、持卡之人在簽帳單上之簽名與悠遊VISA金融卡上之簽名不符或得以其他方式證明持卡之人非貴行同意核發悠遊VISA金融卡之持卡人本人者。
- 5、持卡人累計本次交易後，已超過「每日簽帳消費額度」或「指定扣帳付款活期性帳戶之可用存款餘額」，或當日以悠遊VISA金融卡實際刷卡消費金額及於自動櫃員機提領現金金額之總和。但超過部份經持卡人以現金補足者，不在此限。

(五) 前項第一款、第二款或第四款之情形者，特約商店得拒絕返還該悠遊VISA金融卡。

(六) 持卡人如遇有特約商店依第四項各款以外之事由拒絕持卡人使用悠遊VISA金融卡交易，或以使用悠遊VISA金融卡為由要求增加商品或服務價格者，得向貴行提出申訴，貴行應自行或於轉請收單機構查明後，將處理情形告知持卡人。如經查明就特約商店上述情事，經查明係貴行有故意或重大過失所致者，應對持卡人負損害賠償責任。

(七) 悠遊VISA金融卡僅提供連線交易，不提供離線交易；持卡人持有無凸字卡號

之悠遊VISA金融卡，如特約商店以人工手動壓印卡面凸字方式進行刷卡交易時，上述卡片因無法拓印出卡號，將無法進行交易。

#### Transaction Ways

- (1) **There is no credit card postponing payment function and no advance of cash function for Easy Visa ATM Card, but with general function of ATM card, and with function available to proceed consuming in Designated Stores by Card through the way of signing. All consuming amount will be blocked from Cardholder's designated account for deduction at the time of consuming (which Cardholder may not withdraw from account), and be actually deducted from such account on the Date of Deduction for making payment.** Only if there is enough available balance in Cardholder's designated NTD demand deposit account at the time of consuming, Cardholder may consume by Card. The Bank is entitled to deduct the consuming amount from such account at the time of consuming by Cardholder. If the Bank does not deduct at the time of consuming, the Bank may block such consuming amount from Cardholder's designated account and such blocked amount may not be withdrawn by Cardholder, and will not be calculated in the amount of available balance for Cardholder's further consuming.

For consideration of foreign exchange control by competent authority, Applicant agrees not to use ATM card abroad if Applicant being natural person not achieving 20 years old.

- (2) Where Cardholder uses Easy Visa ATM Card for transaction, after presenting the Card, Cardholder shall sign on the billing slip after verification on details, and shall keep receipt of billing slip carefully in order for further verification. If Cardholder uses Easy Visa ATM Card for purchasing goods, obtaining service, paying fees through mail order, phone order, fax or other similar ways, there is no need to use billing slip or signing. The Bank may confirm by phone, by signature on receipt, mailing certificate or other ways for distinguishing identity and confirming intent by Cardholder.
- (3) While Designated Stores agrees for Cardholder's processing returned goods, cancelling transaction, terminating service, changing goods or its price, Cardholder shall obtain refund slip, and after verification, shall sign on such refund slip and shall keep receipt of refund slip carefully in order for further verification. If agreed by Cardholder and Designated Store, Designated Store may sign at its end and Cardholder may keep the certificate of returning goods or other way as evidence.
- (4) Designated Stores may refuse to accept transactions by Cardholder through use of Easy Visa ATM Card:
- i. If the Easy Visa ATM Card is forged, or broken, cut, punched with hole, with vague signature, and with signature being altered.
  - ii. If the Easy Visa ATM Card is expired or had been lost reported or this contract has been terminated.
  - iii. If the Bank had suspended the right for Cardholder's use of Easy Visa ATM Card.
  - iv. If the signature of Card holding person is different from signature on the back of

- the Easy Visa ATM Card or there is other ways to prove that the Card holding person is not the Cardholder of Easy Visa ATM Card as issued by the Bank.
- v. If the accumulated transaction amounts after including this transaction, will exceed “Daily Debit Amount Limit” or “Available Balance of Designated Demand Account for Deduction”, or total sum of debt consuming amount by the Card and cash withdrawn at ATM by the Card on that day, unless Cardholder pays cash for the exceeding portion.
- (5) For the situation in paragraph (a), (b) or (d) above, the Designated Stores is entitled to refuse returning such Easy Visa ATM Card.
- (6) If the Designated Stores refuses to accept Cardholder’s use of Easy Visa ATM Card for transaction based on reasons other than the events listed in paragraph (4) above, or request for increasing price due to use of Easy Visa ATM Card, Cardholder may file complaint with the Bank. The Bank shall investigate or request Acquiring Institution for investigation, and shall inform Cardholder of the result. If after investigation, the aforesaid event is due to intentional acts or gross negligence of the Bank, the Bank shall be responsible for damages suffered by Cardholder.
- (7) **The Easy Visa ATM Card is only available for on-line transaction, and not available for off-line transaction. Where Cardholder uses Easy Visa ATM Card without bulged characters, if the Designated Store uses the hand made way to press on bulged characters for debit transaction, the aforesaid Card is not able to be used for transaction.**

#### 五、交易明細

貴行應將持卡人簽帳消費之交易明細，逐筆登錄於持卡人指定扣帳付款之新臺幣活期性存款帳戶存摺，持卡人得自行補登存摺查詢之。

#### Details of Transaction

**The Bank shall record the details of debit consuming transaction by Cardholder one by one on passbook of Cardholder’s designated NTD demand deposit account for deduction. The Cardholder may check on by making up the passbook.**

#### 六、消費糾紛帳款疑義之處理

- (一) 持卡人如與特約商店就有關商品或服務之品質、數量、金額有所爭議時，應向特約商店尋求解決，不得以此作為向貴行請求返還帳款之依據。
- (二) 持卡人於交易日起30日內，如對交易或指定帳戶扣款存摺內所載事項有疑義，得檢具理由及貴行要求之證明文件(如簽帳單或退款單收執聯等)通知貴行，或請求貴行向收單機構調閱簽帳單或退款單，或請求貴行就該筆交易依VISA國際組織之作業規定，向收單機構或特約商店主張扣款。
- (三) 持卡人未依前項約定通知貴行者，推定指定帳戶扣款存摺內所載事項無誤。
- (四) 持卡人使用悠遊VISA金融卡進行郵購買賣或訪問販賣交易後，依消費者保護法第十九條規定向特約商店解除契約者，準用本條第一項之約定。
- (五) 因發生疑義而暫停付款之帳款，如經貴行證明無誤，或因非可歸責於貴行之事由而不得向收單機構或特約商店主張扣款時，如該款項已暫時先行返還持卡人，貴行經通知持卡人後，得於通知之扣款日自持卡人指定帳戶內扣除該支付之款項，若有不足部分，持卡人仍應負清償責任。如有請求貴行向收單機構調閱簽帳單或退款單時，並應給付貴行調閱簽單手續費，前項手續費貴行

得調整之，惟應以顯著方式於營業場所或貴行網站上公開揭示。

#### **Processing for Consuming and Account Disputes**

- (1) **If there is consuming dispute occurred with Designated Store (including but not limited to quality, quantity, amount of goods or services), Cardholder shall pursue for resolution with such Designated Store, and shall not using that to claim against the Bank for return of payment.**
- (2) Where Cardholder has doubts as to details of transaction stipulated on passbook of designated account for deduction, Cardholder may notify the Bank with reasons and evidence/document as required by the Bank (such as receipts of billing slip or refund slip), or request the Bank for retrieving billing slip or refund slip from Acquiring Institution, or request the Bank for claiming deduction against Acquiring Institution or Designated Stores for such transaction, according to regulations of VISA International Organization.
- (3) If Cardholder does not notify the Bank under the preceding paragraph, it is deemed as correct for all details stipulated on the passbook of designated account for deduction.
- (4) Where Cardholder cancels contract with Designated Stores in accordance with Article 19 of Consumer Protection Law after processing transactions of mail-order purchase or door-to-door sales by Easy Visa ATM Card, the paragraph (1) of this Article shall be applicable.
- (5) For the consuming payment temporarily suspended due to dispute, if verified by the Bank as correct, or without basis to claim against Acquiring Institution or Designated Stores for refund due to causes not attributable to the Bank, where such payment being temporarily returned to Cardholder, upon notice to Cardholder, the Bank may deduct such payment from designated account of Cardholder on the date designated on such notice. If Cardholder requested for searching billing slip or refund slip from the Bank, Cardholder shall pay charge for searching billing slip, and such charge is subject to adjustment by the Bank, provided that the Bank shall publish adjustment by obvious way on business place or website of the Bank.

#### **七、國外交易授權結匯**

- (一) 持卡人所有使用悠遊VISA金融卡交易帳款均應以新臺幣結付，如交易（含辦理退款）之貨幣非為新臺幣時，**則授權 貴行依VISA信用卡國際組織手續費加本行國外交易服務費0.5%後**，以結匯日匯率換算為新臺幣；如使用悠遊VISA金融卡於國外提款，同意貴行收取國外提款手續費。
- (二) 持卡人授權貴行為其在於中華民國境內之結匯代理人，辦理悠遊VISA金融卡在國外使用悠遊VISA金融卡交易之結匯手續，但持卡人應支付之外幣結匯金額超過法定限額者，持卡人應以外幣支付該超過法定限額之款項。若因貴行授權及與VISA國際組織清算時之匯率變動，致貴行於持卡人消費所圈存之金額與實際清算金額不同時，以清算金額為實際扣帳金額，扣帳時存款帳戶餘額不足支付者，持卡人仍應負清償責任。

#### **Authorizing Settlement for Transaction Abroad**

- (1) All payment for transaction by Easy Visa ATM Card will be settled and paid by NTD. If the currency of transaction (including refund) is not NTD, **Cardholder authorizes**

the Bank to add 0.5% of transacted amount for charges by VISA International Organization and transaction handling fees by the Bank, and then exchange into NTD by exchange rate of Settlement Date. If Cardholder withdraws abroad by Easy Visa ATM Card, Cardholder agrees to the fees for withdrawal abroad as charged by the Bank.

- (2) Cardholder authorizes the Bank to be his settlement agent in Taiwan, ROC for processing settlement procedure for all of Cardholder's transactions by Easy Visa ATM Card abroad, provided that if the settled foreign currency amount for Cardholder's payables exceed legal amount limit, Cardholder shall pay the exceeding portion by foreign currency. **If due to fluctuation of exchange rate during the period between authorization of the Bank and settlement by VISA International Organization, there is discrepancy between the blocked consuming amount by the Bank and the actually settled amount, the actually settled amount shall prevail for deduction. If the account balance is not enough for deduction, Cardholder is still liable for payment.**

#### 八、抵銷及抵充

持卡人消費簽帳之帳款如因故未自指定之新臺幣活期性存款帳戶扣款，貴行得將持卡人寄存於貴行之各種存款（支票存款除外）及對貴行一切債權期前清償，並得將期前清償之款項抵銷立約人自消費簽帳時起對貴行所負之債務。貴行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時貴行發給持卡人之存摺、存單及其他債權憑證，在抵銷範圍內失其效力。如抵銷金額不足抵償立約人對貴行所負之全部債務者，依民法第三百二十一條至第三百二十三條規定抵充之。但貴行指定之順序及方法較民法第三百二十三條之規定更有利於持卡人者，從其指定。

#### Set-Off

**Where the consuming debit payment by Cardholder is not deducted from Cardholder's designated NTD demand deposit account for any reasons, the Bank is entitled to early terminate other deposit accounts in the Bank (except for checking deposit) and all other credit to the Bank for repayment to Cardholder, and may use such amount of repayment to set off the debt by Cardholder from the time of consuming debit.** The set-off by the Bank shall be effective at the time booked for deduction. At the same time, the passbook, certificate of deposit and other certificate of credit being set off as issued by the Bank shall be invalid. If the set-off amount is not enough for repayment of all debt owed by Cardholder to the Bank, the sequence of set-off shall be in accordance with Article 321 to Article 323 of Civil Codes, provided that if the sequence of set-off designated by the Bank is more beneficial for Cardholder, the sequence designated by the Bank shall prevail.

#### 九、悠遊VISA金融卡使用之限制

- (一) 持卡人如有下列事由之一者，貴行無須事先通知或催告，得暫時停止持卡人使用悠遊VISA金融卡之權利：
- 1、持卡人違反一般約定事項第二條第二項或本約定事項第三條第二項、第四項者。
  - 2、持卡人故意將辨識持卡人同一性之方式告知第三人者。
  - 3、持卡人以悠遊VISA金融卡向未經主管機關核准之機構或向第三人直接或間

接取得資金融通。

- 4、持卡人依破產法聲請和解、宣告破產、經票據交換所宣告拒絕往來、停止營業或清理債務者。
  - 5、持卡人為法人或非法人團體之法定代理人、代表人、管理人者，關於該法人或非法人團體經票據交換所公告拒絕往來者、依破產法聲請或被聲請和解、宣告破產、該法人依公司法聲請或被聲請重整、停止營業或清理債務者。
  - 6、持卡人因刑事案件而受有期徒刑以上之宣告或沒收主要財產之宣告者。
  - 7、持卡人如使用悠遊VISA金融卡不當或貴行研判持卡人帳戶有疑似不當使用之情事時，得隨時停止或終止持卡人使用卡片，並收回悠遊VISA金融卡予以作廢。
- (二) 持卡人如有下列事由之一者，經貴行事先通知或催告後，得暫時停止持卡人使用悠遊VISA金融卡之權利：
- 1、持卡人違反一般約定事項之第二條第三項，貴行已依原申請時填載資料之聯絡地址、電話通知而無法取得聯繫。
  - 2、持卡人違反本約定事項第二條約定超過簽帳額度使用悠遊VISA金融卡交易者。
  - 3、持卡人存款不足而退票，或其為法人或非法人團體之法定代理人、代表人、管理人，而該法人或非法人團體存款不足而退票者。
  - 4、持卡人受強制執行或假扣押、假處分或其他保全處分者。
  - 5、持卡人因其他債務關係被提起訴訟，或因涉及刑事案件被偵查或起訴者。
  - 6、對貴行或其他金融機構（包括總機構及分支機構）有其他債務延不償還，或其他債務有遲延繳納本金或利息者。
  - 7、持卡人依約定負有提供擔保之義務而不提供者。
- (三) 貴行於本條第一項或第二項各款事由消滅後，或經貴行同意持卡人釋明相當理由，或持卡人清償部份款項或提供適當之擔保者，得恢復持卡人使用悠遊VISA金融卡之權利。

#### Limitation to use of Easy Visa ATM Card

- (1) If there is any occurrence of the following circumstances, the Bank is entitled to suspend the right of Cardholder for use of Easy Visa ATM Card without prior notice to Cardholder:
- i. Cardholder violates Article 2 (2) in I. General Provisions or Article 3 (2), (4) in II. Provisions for Consuming Debit Function.
  - ii. Cardholder intentionally discloses the way to identify Cardholder to the third party.
  - iii. Cardholder uses Easy Visa ATM Card to directly or indirectly obtain facility from institution unauthorized by competent authority or from the third party.
  - iv. Cardholder applies for settlement, bankruptcy under Bankruptcy Law, or is declared as dishonored account by Clearing House, under suspension of business, or under clearing debt.
  - v. Where Cardholder is a legal representative, representative, or administrator of legal entity or non-entity group, such legal entity or non-

- entity group is declared as dishonored account by Clearing House, or such legal entity applies for settlement, bankruptcy under Bankruptcy Law, or is under suspension of business or under clearing debt.
- vi. **Cardholder is under criminal sanction of imprisonment or confiscation of majority property.**
  - vii. **If Cardholder improperly uses Easy Visa ATM Card, or Cardholder's account is suspected under improper use, as determined by the Bank, the Bank may suspend or terminate Cardholder's use of the Card and recall the Card for invalidation.**
- (2) **If there is any occurrence of the following circumstances, upon prior notice to Cardholder, the Bank is entitled to suspend the right of Cardholder for use of Easy Visa ATM Card:**
- i. **Cardholder violates Article 2(3) in I. General Provisions, and the Bank had notified Cardholder through the communication address listed on original application form, and by phone notice, and can not get contact of Cardholder.**
  - ii. **Cardholder violates Article 2 in II Provisions for Consuming Debit Function, for transacting by Easy Visa ATM Card exceeding debit amount limit.**
  - iii. **Cardholder's issued check is dishonored due to no sufficient fund, or where Cardholder is a legal agent, representative, or administrator of legal entity or non-entity group, check issued by such legal entity or non-entity group is dishonored due to no sufficient fund.**
  - iv. **Cardholder is under enforcement, preliminary injunction or other injunction.**
  - v. **Cardholder is suited for other debts, or is involved in criminal cases being investigated or prosecuted.**
  - vi. **There is other debts owed by Cardholder to the Bank or to other financial institutions for being delayed for repayment, or Cardholder is delayed for repayment of principal or interest for other debts.**
  - vii. **Where Cardholder is obliged to provide collaterals under agreement, Cardholder fails to provide collaterals.**
- (3) **Without the circumstances stipulated in paragraph (1) or (2) above, or explanation of reasonable causes by Cardholder as accepted by the Bank, or Cardholder repaying partial amount or providing appropriate collaterals, the Bank may resume Cardholder's right for use of Easy Visa ATM Card.**

#### 十、簽帳消費功能之取消與恢復

持卡人如欲取消悠遊VISA金融卡之簽帳消費功能，但繼續保留國內外存、提款功能者，得以電話通知或至貴行營業單位辦理，無須繳還卡片或辦理註銷。簽帳消費功能經依前項取消後，如持卡人欲恢復簽帳消費功能，應憑帳戶留存印鑑及身分證明文件向貴行辦理。

#### Cancellation and Resuming of Consuming Debit Function

If Cardholder wishes to cancel Easy Visa ATM Card's consuming debit function and keep

the function of depositing and withdrawal within Taiwan, Cardholder may notify the Bank by phone or process in the Bank, without returning the Card or cancelling the Card. Once the consuming debit function being cancelled under this provision, if Cardholder wishes to resume such function, Cardholder shall process in the Bank by presenting ID certificates and original registered seals.

#### 悠遊VISA金融卡特別約定條款

##### Specific Provisions for Easy Visa ATM Card

持卡人茲向台中銀行（以下簡稱貴行）申辦具有Debit卡（此指金融卡消費扣款功能）及悠遊卡功能之悠遊VISA金融卡，有關悠遊VISA金融卡之使用除願遵守貴行「金融簽帳卡約定條款」Debit卡約定條款外，並願遵守以下各約定條款：

Cardholder hereby apply with the Bank for Easy Visa ATM Card with functions of Debit Card and EasyCard, and as to use of Easy Visa ATM Card, is willing to comply with “Provisions for Debit Card” and the following provisions:

##### 一、名詞定義

- (一) 悠遊VISA金融卡：指貴行與「悠遊卡股份有限公司」（以下簡稱悠遊卡公司）合作發行具有Debit卡及悠遊卡功能之晶片Debit卡；悠遊卡功能為記名式悠遊卡，提供掛失退費之服務；持卡人須同意貴行在核發卡片時提供各金本資料予悠遊卡公司，以提供持卡人相關服務。
- (二) 悠遊卡：指悠遊卡公司發行以「悠遊卡」為名稱之電子票證，持卡人得於法令限制範圍內，以所儲存之金錢價值抵付交通運輸、停車場及其他服務或消費。
- (三) 自動加值（Autoload）：指持卡人與貴行約定，於使用悠遊VISA金融卡之悠遊卡時，因儲值金額不足以支付當次消費或低於新臺幣100元時，可透過自動加值設備，（目前為悠遊卡加值機AVM及小額消費端末設備；捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動加值服務，如有增修使用範圍將依悠遊卡公司網站公告為準），自悠遊VISA金融卡之指定帳戶額度，自動加值一定之金錢價值至悠遊卡內；自動加值等同持卡人之Debit卡刷卡消費。
- (四) 餘額轉置：係指將悠遊VISA金融卡中「悠遊卡」餘額結清，並轉置至持卡人之指定帳戶中，但若悠遊卡餘額為負值時，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取；餘額轉置之工作時間約需45個工作日。
- (五) 特約機構：指與悠遊卡公司訂定書面契約，約定持卡人得以悠遊卡支付商品、服務對價、政府部門各種款項及其他經主管機關核准之款項者。
- (六) 遞延性商品或服務：係指交易時允諾在特定期間內，提供完成主要給付義務，而非一次性給付之商品或服務。

##### Definition:

- (1) Easy Visa ATM Card: means the IC Debit Card with the functions of Easy Visa ATM Card and EasyCard as issued by the Bank under cooperation with EasyCard Corporation. EasyCard function is registered EasyCard which provides service for lost report and refund. Cardholder shall agree for the Bank to provide basic information to EasyCard Corporation for issuance of the Card, in order to provide related services for Cardholder.

- (2) EasyCard: means the electronic stored value card issued by EasyCard Corporation under the name “EasyCard”, by which Cardholder may use the value for deduction to pay for traffic transportation, parking lot and other services or consuming.
- (3) Autoload: means Cardholder arranged with the Bank that in using Easy Visa ATM Card, if due to insufficient stored value for paying current consuming or with value lower than NTD100, Cardholder may autoload certain money value into EasyCard from Easy Visa ATM Card’s designated account within amount limit via autoload equipment (currently ie Easy Card AVM and small amount consuming terminals; **not available on off-line equipments in MRT, Maokong Gondola, TRA and parking lots**; please refer to any amendment in website of EasyCard Corporation). Cardholder’s autoloading is equivalent as consuming by Debit Card.
- (4) Balance Amount Transferring: means Cardholder closes balance in “EasyCard” of Easy Visa ATM Card, and transfers such balance into Cardholder’s designated account, provided that if the balance of EasyCard is with negative value, Cardholder agrees to treat such negative value as consuming payables and be paid by Cardholder’s designated account. The transfer of balance will take 45 business days to complete.
- (5) Designated Retailers: means the institutions which contracted with EasyCard Corporation for accepting Cardholder to pay by EasyCard for consideration of goods and services, payments to government and other payments as approved by competent authority.
- (6) Deferrable Goods or Services: means for transactions promising to provide primary obligation within a certain period of time, rather than providing goods or service at one time.

## 二、悠遊卡之使用

### (一) 開始使用：

悠遊VISA金融卡之悠遊卡功能無須開啟即可使用，新/補/換發悠遊VISA金融卡之悠遊卡內可用金額為零元；持卡人如欲使用自動充值服務時，應先完成Debit卡開卡及自動充值功能開啟作業，自動充值功能一經開啟後，持卡人嗣後即不得再要求關閉。

### (二) 使用範圍：

悠遊卡之使用功能由悠遊卡公司提供，持卡人得憑悠遊卡內儲值之金錢價值，依悠遊卡公司之「悠遊卡約定條款」或悠遊卡公司公告之使用範圍內為特定範圍之消費使用，請參考網址：[www.easycard.com.tw](http://www.easycard.com.tw)。

### (三) 充值方式與金額：

- 1、自動充值：持已開啟自動充值功能之悠遊VISA金融卡進行扣款消費，當悠遊卡餘額不足以支付當次消費或低於新臺幣100元時，將透過連線式自動充值設備（目前為悠遊卡充值機AVM及小額端末設備；捷運、貓空纜車、台鐵及停車場等非連線式設備，無提供自動充值服務，如有增修使用範圍將依悠遊卡公司網站公告為準），自持卡人指定帳戶中自動充值新臺幣500元或其倍數之依一定金額至悠遊卡。自動充值之範圍、數額及限額，悉依法令規定、悠遊卡公司及貴行所訂標準辦理。悠遊卡自動充值免手續費。

- 2、其他加值方式：依悠遊卡公司之「悠遊卡約定條款」或悠遊卡公司官網公告之方式辦理。
- (四) 卡片效期：悠遊卡與Debit卡之卡片使用效期相同，悠遊聯名卡有效期限屆滿時，悠遊卡功能及自動加值功能亦隨之終止。
- (五) **悠遊卡儲值餘額不計利息**，並由悠遊卡公司全數辦理信託，保障持卡人權益。
- (六) 悠遊卡儲值餘額不可移轉性：Debit卡到期續發或毀損補發時，其悠遊卡儲值餘額將無法併同移轉至續發或補發之新卡或其他卡片中，僅得依「餘額轉置」作業辦理。

#### Use of EasyCard

##### (1) Start to Use

The EasyCard function in Easy Visa ATM Card may be started to use without activation, and the available balance in new/reissued/replaced Easy Visa ATM Card is 0. If Cardholder wishes to use autoloading function, Cardholder shall first complete opening Debit Card and activation procedure of autoloading. Once the autoloading function being activated, Cardholder may not request to close such function.

##### (2) Scope of Use

The using function of EasyCard is provided by EasyCard Corporation. Cardholder may use the value stored in EasyCard for consuming within specific scope according to EasyCard Corporation's "Provisions for EasyCard" or as published by EasyCard Corporation.

##### (3) Ways and Amount of Adding Value

- i. Autoload: Where Applicant consumes by Easy Visa ATM Card with activated autoloading function, if balance of EasyCard is insufficient to pay for such consuming or lower than NTD100, via autoloading equipment (currently ie EasyCard AVM and small amount consuming terminals; not available on off-line equipments in MRT, Maokong Gondola, TRA and parking lots; please refer to any amendment in website of EasyCard Corporation), the Card will be autoloading NTD500 or its integral multiples from Cardholder's designated account. The scope, amount and amount limit for autoloading shall be in accordance with regulations, and standards set by EasyCard Corporation and the Bank. There is no charge for autoloading of EasyCard.
- ii. Other ways for Adding Value: processed in accordance with EasyCard Corporation's "Provisions for EasyCard" and the ways as published on website of EasyCard Corporation.

(4) Validity of Card: The validity of EasyCard and Debit Card shall be the same. Upon expiry of EasyCard cobranded card, EasyCard function and autoloading function shall be expired accordingly.

(5) **There is no interest calculated for balance of stored value in EasyCard**, which will be fully put into trust by EasyCard Corporation, in order to protect interest of Cardholder.

(6) Non-transferrable for Balance Amount in EasyCard: For reissuance of Debit Card upon expiry of Debit Card or due to impairment of the Card, the balance amount in

EasyCard will not be transferred into the reissued new card or other card, which may only be processed by “Balance Amount Transferring”.

### 三、悠遊VISA金融卡遺失、被竊、滅失或其他喪失占有

- (一) 悠遊VISA金融卡係屬貴行所有，持卡人應盡善良管理人之注意使用並保管該卡，避免卡片遺失、被竊、詐取、滅失或遭第三人占有，並應防止他人獲悉持卡人卡片相關資訊。
- (二) 悠遊VISA金融卡如有遺失、被竊或有其他喪失占有情事時（以下簡稱遺失之情形），持卡人應儘速通知貴行辦理Debit卡掛失停用手續，停止悠遊卡之功能。
- (三) 悠遊VISA金融卡發生遺失之情形時，不論Debit卡有無完成掛失手續，儲存於悠遊卡內之儲值餘額視同現金，將無法返還或賠償，須待卡片效期屆至後，按悠遊卡公司系統紀錄之最後儲值餘額辦理「餘額轉置」作業。
- (四) 悠遊VISA金融卡完成前項掛失手續前24小時至掛失手續後三小時間，遭冒用自動加值之損失由貴行負擔；掛失手續後三小時內悠遊卡扣款被冒用所發生之損失，由持卡人自行負擔；儲值餘額將於完成掛失手續後約45個工作日內，按悠遊卡公司掛失後三小時系統紀錄之儲值餘額，扣除由貴行負擔遭冒用自動加值之金額（該款項將返還予貴行），如有剩餘餘額，將退還至持卡人指定帳戶中。但若掛失後三小時系統紀錄之儲值餘額為負值時，不論自動加值功能是否已開啟，持卡人同意將該筆負值款項視為一般消費款，計入持卡人指定帳戶中向持卡人收取。

### Lost, Stolen, or Other Lost Possession of Easy Visa ATM Card

- (1) The Easy Visa ATM Card is owned by the Bank. Cardholder shall use and keep the Card safely under due care as a good administrator, to prevent the Card from lost, stolen, fraud, or being possessed by the third parties, and shall prevent from disclosure of related information of the Card to other parties.
- (2) If there is lost, stolen or other lost possession of Easy Visa ATM Card (hereinafter called “Lost Events”), Cardholder shall immediately notify the Bank for lost report and stop payment of Debit Card, and suspend the EasyCard function.
- (3) If there is occurrence of Lost Events, no matter whether completion of lost report procedure, the stored value in EasyCard is regarded as cash, and will not be able to be returned or remedied, which may only be processed by “Balance Amount Transferring” according to the final balance amount as recorded in EasyCard Corporation’s system upon expiry of EasyCard.
- (4) For 24 hours prior to completion of lost report procedure of Easy Visa ATM Card and three hours after such lost report procedure, the losses of autoloading by other parties falsely will be borne by the Bank. For three hours after lost report procedure, losses of deduction of EasyCard by other parties falsely, will be borne by Cardholder. The balance as recorded in EasyCard Corporation’s system on three hours after lost report, after deducting the amount being autoloading falsely and borne by the Bank (such amount will be returned to the Bank), if with positive value, will be returned to Cardholder’s designated account, provided that if the balance as recorded in system on three hours after lost report is negative value, no matter whether autoloading

function being activated or not, Cardholder agrees to regard such negative value amount as general consuming payables and shall be paid by Cardholder by deduction in Cardholder's designated account.

#### 四、悠遊VISA金融卡補發、換發、屆期續發及停用

- (一) 悠遊VISA金融卡發生遺失之情形，貴行得依持卡人申請，補發具有相同功能而悠遊卡餘額為零之新卡供持卡人使用。
- (二) 悠遊VISA金融卡發生污損、消磁、刮傷、毀損、故障或其他原因致卡片不堪使用時，得申請換發新卡，舊卡之自動增值功能與悠遊卡功能亦隨之終止。持卡人應保持卡片及其上晶片之完整性，並將卡片掛號寄回貴行。補發新卡之悠遊卡儲值餘額為零，舊卡之悠遊卡儲值餘額將由貴行於收到卡片後辦理「餘額轉置」作業。
- (三) 悠遊VISA金融卡有效期限到期時，其悠遊卡即無法繼續使用，自動增值功能亦隨之終止。除發生任何終止悠遊VISA金融卡契約之事由外，貴行同意續發具有相同功能而悠遊卡儲值金餘額為零之新卡供持卡人繼續使用。到期舊卡之悠遊卡儲值餘額，將由貴行於卡片到期日後，辦理「餘額轉置」作業。
- (四) 悠遊VISA金融卡功能停用時，悠遊卡自動增值與悠遊卡功能亦隨之終止，持卡人應將卡片保持完整並繳回貴行辦理「餘額轉置」作業。

#### Reissuance of Easy Visa ATM Card upon Expiry and Suspension

- (1) If there is lost of Easy Visa ATM Card, upon application by Cardholder, the Bank may reissue new Card with same functions and with EasyCard balance as 0 for Cardholder's use.
- (2) Where there is impairment, demagnetization, crush, destroy, malfunction, or other reason of not working to Easy Visa ATM Card, Cardholder may apply for reissuance of new Card. The autoloading function and EasyCard function of old Card will be terminated accordingly. Cardholder shall keep good condition of the old card and its chip, and send by registered mail to the Bank. The balance of EasyCard in reissued new Card is 0 and the balance of EasyCard in old card will be processed for "Balance Amount Transferring" by the Bank after receipt of old card.
- (3) Upon expiry of Easy Visa ATM Card, EasyCard will not be able to use, and autoloading function will be terminated. Unless occurrence of termination events of Easy Visa ATM Card, the Bank agrees to reissue new Card with same functions and with EasyCard balance as 0 for Cardholder's use. The balance of EasyCard in old card will be processed for "Balance Amount Transferring" by the Bank after expiry of old card.
- (4) Where function of Easy Visa ATM Card being suspended, the autoloading function and EasyCard function will be terminated accordingly. Cardholder shall keep good condition of the old card, and return to the Bank for processing "Balance Amount Transferring".

#### 五、悠遊卡功能停用及悠遊卡餘額處理

悠遊卡功能停用時，持卡人可透過下列管道辦理悠遊卡全部餘額退還作業，一經退卡退費，即無法再使用悠遊卡功能及悠遊卡自動增值，惟Debit卡仍維持有效：

- (一) 持卡片及個人身份證明文件親至悠遊卡客服中心辦理悠遊卡退卡，悠遊卡

餘額以現金方式返還，並收取終止契約作業手續費。

- (二) 至捷運各車站之悠遊卡加值機 (AVM) 執行退卡交易，嗣由貴行辦理「餘額轉置」作業。

#### Suspension of EasyCard Function and Procession of EasyCard Balance

Where EasyCard function being suspended, Cardholder may process for refund of EasyCard balance through the following ways, and once suspended and refund, the EasyCard function and autoloan function are no long available, provided that Debit Card is still available:

- (1) Cardholder personally process for termination of EasyCard in EasyCard service center by presenting the Card and ID certificate, and the EasyCard balance will be returned in cash with handling charges of termination.
- (2) Cardholder processes transaction of terminating EasyCard at EasyCard AVM in MRT stations, and further “Balance Amount Transferring” being processed by the Bank.

#### 六、交易紀錄及儲值餘額疑義之處理

- (一) 持卡人得將卡片置於「悠遊卡查詢機」或至捷運各車站詢問處查詢悠遊卡餘額或最近六筆交易紀錄，如有悠遊卡交易相關問題，可電洽悠遊卡公司客服電話：412-8880 (手機及金馬地區請撥02-412-8880)
- (二) 貴行應於持卡人的Debit卡帳單中顯示悠遊VISA金融卡之悠遊卡自動加值之日期及金額。
- (三) 持卡人如對上開交易紀錄之餘額有疑義時，得於交易後60個日曆日內，檢具「聲明書」及貴行要求之文件通知貴行查證處理。

#### Resolution for Disputes as to Transaction Records and Balance of Stored Value

- (1) Cardholder of EasyCard may put Card on “EasyCard Searching Machine” or enquiry in Information Center of each MRT stations for balance of EasyCard or transaction records for the last 6 transactions. For EasyCard transaction questions, Cardholder may contact EasyCard Corporation service line: 412-8880 (02-412-8880 for cell phone and areas of Kinmen and Matsu).
- (2) The Bank shall indicate the date and amount of autoloan by Easy Visa ATM Card in Cardholder’s Debit Card bill.
- (3) If Cardholder has any doubts as to balance of the above transaction records, may notify the Bank attaching “Declaration” and documents required by the Bank for verification, within 60 calendar days of transaction.

七、終止事由持卡人有下列情形或其他違反本約定條款之情事時，貴行及悠遊卡公司得逕行暫停或終止持卡人使用悠遊卡，自動加值功能將隨之終止：

- (一) 持卡人以所持悠Debit卡至「悠遊卡」之營運範圍及特約機構或貴行指定之地點，進行非法之商品或勞務之消費或交易。
- (二) 持卡人與第三人或特約機構偽造虛構不實交易行為或共謀詐欺，或以任何方式折換金錢、融通資金或取得不法利益。
- (三) 持卡人違反貴行Debit卡約定條款或遭貴行暫時停止持卡人使用Debit卡之權利、逕行終止Debit卡契約或強制停卡。

#### Termination Events

If there is any occurrence of the following conditions or other events in violation of this

Provision by Cardholder, the Bank and EasyCard Corporation are entitled to terminate Cardholder's use of EasyCard, and the autoloan function is terminated accordingly:

- (1) Cardholder uses Easy Visa ATM Card in operation areas of EasyCard and Designated Retailers or locations designated by the Bank for transactions or consuming activities of illegal goods or services.
- (2) Cardholder conspires with the third party or Designated Retailers to forge false transaction or fraud conspiracy, or by any way to obtain money, facility or other illegal interest.
- (3) Cardholder violates Provisions for Debit Card regulated by the Bank, or is suspended by the Bank for use of Debit Card, terminated by the Bank for Debit Card contract or terminated for use of Debit Card.

#### 八、應付費用處理

持卡人依本約定條款應付之作業處理費、手續費及其他費用等，將列入持卡人Debit卡應付帳款中併同請款。

惟當持卡人自行向悠遊卡公司申請終止契約作業或悠遊卡書面交易紀錄時，悠遊卡公司得向持卡人收取手續費或逕自悠遊卡之儲值餘額中扣抵，手續費金額依悠遊卡公司之「悠遊卡約定條款」辦理。

#### Charges

The operation charges, handling charges, and other fees payable by Cardholder under this Provisions, will be put into bill of Debit Card for Cardholder's payment.

Where Cardholder directly applies with EasyCard Corporation for termination procedure, EasyCard Corporation may charge handling fee from Cardholder, or directly deduct from balance of EasyCard. The amount of handling fee shall be in accordance with "Provisions for EasyCard" regulated by EasyCard Corporation.

#### 九、約定條款之變更

本悠遊VISA金融卡特別約定條款如有增刪或修改時，依貴行Debit卡約定條款規定辦理。

#### Amendment of Provisions

Any amendment to this Specific Provisions for Easy Visa ATM Card shall be in accordance with Provisions for Debit Card of the Bank.

#### 十、其他約定事項

悠遊VISA金融卡之悠遊卡使用，除本約定條款已有規定者外，說明若有未盡事宜，悉依貴行Debit卡約定條款、悠遊卡公司之「悠遊卡約定條款」及其他相關公告規定等辦理。

#### Other Provisions

For the use of Easy Visa ATM Card, in addition to regulation under this Provision, any thing not stipulated shall be processed in accordance with the Bank's Provisions for Debit Card, EasyCard Corporation's "Provisions for EasyCard" and other related published regulations.

#### 悠遊卡約定條款

#### Terms and Conditions for EasyCard

悠遊卡公司資訊如下：

- 一、悠遊卡公司識別標幟：『』『』
- 二、消費爭議處理申訴(客服)專線：412-8880 (手機及金馬地區請撥02-412-8880)
- 三、悠遊卡客服信箱：service@easycard.com.tw
- 四、網址：www.easycard.com.tw
- 五、地址：115台北市南港區園區街3-1號13樓

Information of EasyCard Corporation is listed below:

- (1) Identified Logo of EasyCard Corporation:
- (2) Complaint (Customer Service) direct line for resolution of consuming dispute: 412-8880 (02-412-8880 for cell phone and areas of Kinmen and Matsu)
- (3) EasyCard customer service e-mail: [service@easycard.com.tw](mailto:service@easycard.com.tw)
- (4) Website: [www.easycard.com.tw](http://www.easycard.com.tw)
- (5) Address: 13F., No.3-1, Park St., Nangang Dist., Taipei City 115, Taiwan

#### 第一條法源依據

依據電子票證發行管理條例、電子票證定型化契約範本及電子票證定型化契約應記載及不得記載事項規定辦理。

#### Article 1 Basis of Regulation

It is in accordance with Act Governing Issuance of Electronic Stored Value Cards, Sample Contract for Standard Contract of Electronic Stored Value Cards, and Mandatory and Prohibitory Provisions of Standard Contracts for Electronic Stored Value Cards.

#### 第二條名詞定義

##### 一、電子票證

指以電子、磁力或光學形式儲存金錢價值，並含有資料儲存或計算功能之晶片、卡片、憑證或其他形式之債據，作為多用途支付使用之工具。

##### 二、發行機構

即悠遊卡公司。

悠遊卡公司係依電子票證發行管理條例等相關法令規定申請為發行機構，並發行以「悠遊卡」為名稱之電子票證。

##### 三、持卡人

指以使用悠遊卡為目的而持有悠遊卡之人。

##### 四、特約機構

指與發行機構訂定書面契約，約定持卡人得以發行機構所發行之悠遊卡，支付商品、服務對價、政府部門各種款項及其他經主管機關核准之款項者。

##### 五、受託機構

指與發行機構訂定書面契約，提供無記名悠遊卡之販售服務及辦理無記名悠遊卡之餘額返還作業，並約定持卡人得以發行機構所發行之悠遊卡，辦理加值作業。

##### 六、押金

持卡人為租用悠遊卡而向發行機構提供，用以擔保持卡人妥善保管或返還悠遊卡等債務之金錢。

##### 七、押金制悠遊卡

指發行機構租賃予持卡人並要求持卡人繳付押金之悠遊卡。依本契約第十一條規定，已支付押金之持卡人得於返還悠遊卡予發行機構時，申請返還押金。

##### 八、賣斷制悠遊卡

指持卡人從發行機構或與發行機構合作發行之機構購買或取得之悠遊卡，持卡人購

卡或取得後不能要求退回悠遊卡之價金。

九、記名式悠遊卡

卡片僅限記名之持卡人本人使用，並享有掛失服務之悠遊卡。

十、無記名式悠遊卡

發行機構發行，供不特定人使用之悠遊卡。

十一、遞延性商品或服務

係指交易時允諾在特定期間內，提供完成主要給付義務，而非一次性給付之商品或服務。

## Article 2 Definitions

### (1) Electronic Stored Value Cards

Shall mean IC chip, card, certificate or other forms of debt obligation that uses electronic, magnetic or optical means to store monetary value and performs the function of data storage or computing, and is used for multiple payment purposes.

### (2) Issuing Institution

Shall be EasyCard Corporation.

EasyCard Corporation applied to be issuing institution and issued the electronic stored value card under the name of “EasyCard”, in accordance with Act Governing Issuance of Electronic Stored Value Cards and related regulations.

### (3) Cardholder

Shall mean a person holding EasyCard for purpose of using EasyCard.

Designated Retailers

### (4) Shall mean the institutions which contracted with Issuing Institution for accepting Cardholder to pay by EasyCard for consideration of goods and services, payments to government and other payments as approved by competent authority.

### (5) Subcontracted Institution

Shall mean the institutions which contracted with Issuing Institution to provide sales service of unregistered EasyCard and processing refund of balance of unregistered EasyCard, and contracted that Cardholder may process add value to EasyCard issued by Issuing Institution.

### (6) Deposit

Shall mean the money provided by Cardholder to Issuing Institution for renting EasyCard, in order to secure the obligations by Cardholder for safe-keeping and returning of EasyCard.

### (7) Deposit-based EasyCard

Shall mean that Issuing Institution rents EasyCard to Cardholder and request for deposit from Cardholder, and according to Article 11 under this Provision, Cardholder who provided deposit may apply for refund of deposit upon returning EasyCard to Issuing Institution.

### (8) Second-Generation EasyCard

Shall mean that Cardholder purchases or obtains EasyCard from Issuing Institution or institution cooperated with Issuing Institution, and may not request for refund of EasyCard.

### (9) Registered EasyCard

Shall mean the EasyCard which may only be used by Cardholder personally with service of lost report.

(10) Unregistered EasyCard

Shall mean the EasyCard issued by Issuing Institution which may be used by parties other than Cardholder.

(11) Deferred Goods or Services

Shall mean the transaction which promise to complete primary obligation within specific period, rather than providing goods or service for one time only.

第三條申購

記名式悠遊卡之申購人應將基本資料據實填載於申請表格各欄，並依發行機構規定提出真實正確之有關資料或證明文件，發行機構保留申請核准與否之權利。

前項申購人填載之基本資料有所變動時，應以書面通知發行機構，但發行機構與其他機構所合作發行或依政府相關規定發行特種悠遊卡者，從其規定。

持卡人如擅自向非經發行機構認可之其他第三人辦理申購悠遊卡，發行機構對於該悠遊卡之功能及效用不負任何責任，該持卡人亦不得主張本契約之相關權利。

Article 3. Subscription-

The subscriber of bearer EasyCard shall fill in the application form with his/her truthful basic information and submit to the Issuer with the truthful and accurate material or supporting documents. The Issuer reserves the right to approve or disapprove the application.

Any change to the basic information filled in by the subscriber shall be informed to the Issuer in writing, except for special EasyCard as issued and governed by the provisions stipulated by the Issuer and other partnered institutes or any party that issues according to the regulations of the government.

If the Cardholder subscribes EasyCard from a third party that is not ratified by the Issuer, the Issuer is not responsible for the function or performance of such EasyCard, and the Cardholder shall not claim any rights under this Agreement.

第四條保密

發行機構、特約機構及受託機構對於申購人申請或持卡人使用悠遊卡之資料，除其他法律或主管機關另有規定者外，應保守秘密。

發行機構不得利用持卡人資料為第三人從事行銷行為；亦不得未經申購人書面同意從事發行特定目的以外之行銷行為。

Article 4. Confidentiality

The Issuer, Contracted Merchants and Entrusted Institutes shall keep confidence of the data on the subscriber or the Cardholder with regards the subscription or the use of EasyCard, unless otherwise provided by the laws or stipulated by the competent authority. The Issuer shall not use the Cardholder's information in marketing for any third party, nor shall engage in marketing activity outside of the scope of the specified purposes of issuance without the written consent from the subscriber.

第五條契約雙方之基本義務及持卡人使用安全須知

一、發行機構應以善良管理人之注意為持卡人處理使用悠遊卡交易款項之清償事宜，並為持卡人處理在發行機構、特約機構或受託機構使用悠遊卡之交易。

二、押金制悠遊卡之所有權仍屬發行機構所有。發行機構就押金制悠遊卡所載軟體

及資料擁有管理之權利。發行機構如有升級／更換悠遊卡相關作業系統、軟硬體設備或其他相類似情事之需求者，得鼓勵或促使押金制悠遊卡持卡人於一定合理期限內返還該悠遊卡，並配合發行機構之指示辦理換發新卡（如不換發亦可辦理終止契約）。除持卡人購置新卡之費用外，發行機構因換發悠遊卡程序所生費用，由發行機構承擔，不另向持卡人收取。

- 三、持卡人購買或取得賣斷制悠遊卡，發行機構將不再擁有該悠遊卡之所有權，惟發行機構保留管理該悠遊卡所載軟體及資料的權利。
- 四、持卡人應妥善保管及使用悠遊卡，不得以悠遊卡作為不合法交易之支付工具。
- 五、記名式悠遊卡除發行機構另有約定外，不得讓與、轉借、提供擔保或以其他方式將悠遊卡之占有轉讓予第三人或交其使用。
- 六、持卡人違反前二項約定仍完成交易者，持卡人不得主張其因此交易完成之扣款或墊款無效。
- 七、持卡人不得以任何方法擅自變造悠遊卡，包括但不限於擅自拆解悠遊卡摘取晶片、天線及所儲存的軟體及資料，或向非經發行機構認可之其他第三人購買或取得經擅自變造之悠遊卡。如因可歸責於持卡人其事由而有違反前開約定之情事，致發行機構蒙受或產生任何費用、支出、損失或損害者，發行機構有權向持卡人請求合理之費用及／或賠償，並得向持卡人請求新台幣一千元之違約金。
- 八、若持卡人持遭擅自變造之悠遊卡與發行機構或經發行機構認可之其他第三人進行交易者，發行機構將不提供相關服務（包括但不限於充值、扣款、毀損換發、掛失、退還儲值餘款及退還押金100元等服務），如因上開情事致持卡人無法完成交易或產生糾紛或爭議者，發行機構亦不負任何責任。
- 九、因持卡人竊改或干擾或容許任何人竊改或干擾持卡人悠遊卡上之資料，致發行機構因此蒙受或產生任何費用、支出、損失或損害者，發行機構有權向持卡人請求合理之費用及／或賠償。
- 十、除前開約定外，擅自變造悠遊卡者應依法令規定自行負擔相關民、刑事責任。
- 十一、持卡人購買悠遊卡或以悠遊卡進行交易時，應認明悠遊卡公司之識別標幟：『』，避免損害自身權益。
- 十二、持卡人辦理充值、退費或扣款時，特約機構或受託機構人員有權要求持卡人出示悠遊卡，持卡人拒絕出示悠遊卡或所出示之悠遊卡未印有悠遊卡公司識別標幟『』者，特約機構或受託機構得拒絕提供相關服務。
- 十三、臨櫃充值時，應取出悠遊卡，俾使服務人員辨識是否為悠遊卡公司發行之悠遊卡。
- 十四、非經發行機構書面同意，持卡人不得以任何方式為自己或他人之利益，以悠遊卡為載具、或就電子票證儲存之資料或持卡人使用電子票證之個人資料等為本契約約定事項範圍以外之添附、加工、使用、利用或運用。如因可歸責於持卡人其事由而有違反前開約定之情事，致發行機構蒙受或產生任何費用、支出、損失或損害者，發行機構有權向持卡人請求合理之費用及／或賠償，並得向持卡人請求新台幣一千元之違約金。

Article 5. The Basic Obligations for Both Parties and Notice of Safe Use for Cardholders

- (1) The Issuer shall handle the clearing of EasyCard transaction for the Cardholder upon the duty of care for a good administrator, and shall process the Cardholder's transaction at the location of Issuer, Contracted Merchants or Entrusted Institutes using EasyCard.

- (2) The title on EasyCard with deposit is still vested in the Issuer. The Issuer has the right to manage the software and data with regards the EasyCard with deposit. If the Issuer has the need to upgrade/replace the operation system, software or hardware with regards the EasyCard or has any need of similar nature, it may encourage or facilitate the Cardholder to return the EasyCard within a reasonable period of time and to follow the Issuer's instruction to replace the new EasyCard. (For anyone rejecting the replacement, termination of this Agreement is allowed.) Except for the Cardholder's expense to purchase new EasyCard, the Issuer shall bear all expense arising from the procedures for replacement of EasyCard, and shall not collect any fees from the Cardholder.
- (3) The Cardholder may purchase or obtain the EasyCard by sale, where the Issuer no longer retains the title on such EasyCard. However, the Issuer reserves the right to manage the software and data on the said EasyCard.
- (4) The Cardholder shall keep and use the EasyCard in appropriate manner and shall not use the EasyCard for payment in illegal transactions.
- (5) Unless otherwise agreed upon by the Issuer, the registered EasyCard shall not be assigned, borrowed, or used as a collateral, or by other means, possessed or used by a third party.
- (6) In the event that the Cardholder violates the preceding 2 paragraphs and have transactions completed under such circumstance, the Cardholder shall not assert that the deduction or advancement for such completed transaction is invalid.
- (7) The Cardholder shall not manipulate the EasyCard by any means, including but not limited to removal of the chip, antenna and embedded software and data in the EasyCard, or otherwise purchase or obtain manipulated EasyCard through a third party that is not ratified by the Issuer. If the Cardholder is at fault and violates the preceding clause and causes any expense, expenditure, loss or damage to the Issuer, the Issuer has the right to claim for reasonable expense and/or compensation against the Cardholder, and claims against the Cardholder for NTD1,000 in penalty for breach of contract.
- (8) If the Cardholder uses a manipulated EasyCard in a transaction with Issuer or any other third party ratified by the Issuer, the Issuer will not provide relevant service (including but not limited to services such as refilling, reduction, replacement for damage, loss report, return of remaining balance, and return of deposit of NTD100.). The Issuer is not responsible for any dispute or controversy arising from the failure to complete a transaction as a result of the circumstance set out above.
- (9) If the Cardholder alters or interferes with or have anyone alter or interfere with the data on the EasyCard and causes any expense, expenditure, loss or damage to the Issuer, the Issuer has the right to claim against the Cardholder for reasonable expense and/or compensation.
- (10) Except for the clauses above, the alteration of EasyCard will lead to civil and criminal liability according to relevant laws and regulations.
- (11) The Cardholder shall identify the sign of EasyCard Corporation: “” and “”, when purchasing the EasyCard or conducting transactions using EasyCard, so as to

avoid undermining his/her own rights. ,

- (12) When the Cardholder refills, returns or deducts value in the EasyCARD, the personnel of Contracted Merchant or Entrusted Institute shall have the right to request the Cardholder to present EasyCard. If the Cardholder refuses to present so or the EasyCard presented does not bear the sign of EasyCard Corporation: “易”, “易”, the Contracted Merchant or Entrusted Institute may refuse to provide relevant service.
- (13) For the refilling at the counter, the Cardholder shall present the EasyCard for the service personnel’s verification of whether it is an EasyCard issued by EasyCard Corporation.
- (14) Without the written consent of the Issuer, the Cardholder shall not, by any means, for his/her own interests or for others, add, process, use, utilize, or apply the EasyCard as a media, the data stored in the electronic stored value card, or the personal data regarding his/her use of electronic stored value card for purposes outside of the scope of this Agreement. If the Cardholder is at fault of the violation of the aforesaid and causes the expense, expenditure, loss or damage to the Issuer, the Issuer has the right to claim against the Cardholder for reasonable fees and/or compensation, and shall claim against the Cardholder for NTD1,000 in penalty of breach of contract.

#### 第六條使用範圍、使用期限

持卡人僅得於標示發行機構識別標幟之特約機構或受託機構營業場所、網站或自動化服務設備使用悠遊卡。

發行機構發行之悠遊卡無使用期限。但發行機構配合「發展大眾運輸條例」所稱大眾運輸事業提供優惠而發行之悠遊卡者，不在此限。

發行機構依前項但書規定所發行之悠遊卡包括台北觀光護照一日券、二日券、三日券及五日券，其使用期限及終止使用後之處理方式分別約定如下：

- 一、票卡使用期限，是由第一次使用當日起算，以票卡正面標示之天數為有效天數，必須連續使用，票卡自啟用當日起算，至到期日捷運、公車營業截止時間為止皆有效。
- 二、票卡經使用或毀損，恕無法辦理退卡。如票卡未使用且外觀正常，需以完整包裝，於購買後七天內至捷運售票車站詢問處或悠遊卡營業處所，於營業時間內辦理退卡，每筆收取退卡手續費20元。
- 三、票卡因故無法感應使用，在票卡外觀完整且無人為毀損情況下，可至捷運售票車站詢問處或悠遊卡營業處所，於營業時間內換發新票卡。

鑒於悠遊卡之物理特性（如生命週期），若無法順利感應，發行機構得訂定悠遊卡發行一定期限屆至時，持卡人應依發行機構之指示辦理換發新卡（如不換發亦可辦理終止契約），用以回收汰換老舊悠遊卡，並保障持卡人合法使用權益。除持卡人購置新卡之費用外，發行機構因換發悠遊卡程序所生費用，由發行機構承擔，不另向持卡人收取。

為達成悠遊卡多用途支付使用之目的，發行機構於推廣悠遊卡新增之附加功能服務時，得自行或由經發行機構認可之第三人隨時提供新增之附加功能服務，惟對於上開新增附加功能服務之提供，發行機構得限定一定期間之使用期限。為此，發行機構應於提供新增之附加功能時，事先公告於發行機構公司網站或營業處所或其他明顯處所，俾持卡人充分知悉。發行機構如決定延長新增附加功能服務之提供期間者，

亦同。

#### Article 6. Scope and Time limit of Use

The Cardholder's use of EasyCard is limited to the business sites, websites, or automatic service devices held by the Contracted Merchants or Entrusted Institutes bearing the signs of Issuer.

The EasyCard issued by the Issuer imposes no time limit for the use, with an exception of preferred EasyCard issued in response to the public transportation facilities according to the Act of Encouraging Public Transportation Development

The EasyCards issued by the Issuer according to the proviso of the preceding paragraph include the one-day pass, three-day pass and five-day pass of Taipei Tourist Passport, with the time limit and handling method for expiration as provided below:

- (1) The time limit for such card starts from the day of first use. The days specified on the cover of the card are the valid days. The card should be used in consecutive days, valid from the activation date up to the expiration day by the end of business hours for metro and bus.
- (2) If the card is used or damaged, no return of card is allowed. If the card is not used and appears to be normal, it may be returned within seven (7) days after the purchase at the ticket vending area at inquiry counter of a metro station, or the business site of EasyCard during the business hour. Each application will charge NTD20 in processing fees.
- (3) If the card with a normal appearance and without damage by human force cannot be detected, it can be replaced with new cards at the ticket vending area at inquiry counter of a metro station or a business site of EasyCard within business hour.

In light of the physical nature of EasyCard (e.g., its life span), in the event of failure of detection, the Issuer can stipulate that the Cardholder shall cooperate for the replacement of new card within a specific period of time after the issuance of EasyCard (if the replacement is refused, he/she can terminate the Agreement), so as to recycle and replace old EasyCards and secure the Cardholder for its legitimate use. Except for the Cardholder's expenses for purchasing a new card, the Issuer shall bear all cost arising from the procedure of replacement of EasyCard, and shall not collect such expense from the Cardholder.

In order to achieve the multiple payment purposes for the EasyCard, the Issuer may, by itself or through a third party as ratified, to offer newly added ancillary function and service at the time of promotion for such newly-added function ancillary to EasyCard. However, with respect to the newly-added ancillary function and service above, the Issuer may stipulate a period of time as the time limit. To such effect, the Issuer shall make a prior announcement at the website or business site of the Issuer or other conspicuous place to ensure the Cardholder's full awareness when it offers the newly-added ancillary function. The same shall apply when the Issuer decides to extend the time limit for the newly-added ancillary function.

#### 第七條 悠遊卡自動扣款之方法

悠遊卡之扣款方式得依與特約機構之約定採線上即時交易或其他非線上即時交易方式進行。

除雙方另有約定外，悠遊卡之儲值餘額應以新台幣為計價單位(元以下四捨五入)。持卡人應按發行機構公告之使用方式於儲值餘額內扣帳支付交易帳款。

如交易帳款逾儲值餘額時，該筆悠遊卡交易不會完成，亦不會部分扣款，但下列情形者不在此限：

一、單次墊款持卡人使用於「發展大眾運輸條例」所稱大眾運輸事業或停車場業之費用。

二、發行機構允許持卡人同時提供現金或禮券補足該筆交易差額。

如因持卡人同時攜帶二張以上之悠遊卡，致悠遊卡感應設備同時感應二張以上之悠遊卡，造成重複扣款時，發行機構應協助持卡人解決爭議及退款。

#### Article 7. The Method of Automatic Deduction

The deduction of value in EasyCard may be processed by means of online real-time transactions or other non-online-non-real-time transactions as agreed upon with the Contracted Merchant.

Unless otherwise agreed upon by both parties, the remaining balance in the EasyCard shall be denominated in NT Dollars. (any balance less than 1 NTD should be rounded half up).

The Cardholder shall pay for the transactions by reducing the balance in the EasyCard according to the method announced by the Issuer.

If the payment amount for such transaction exceeds the remaining balance in the EasyCard, such transaction using EasyCard will not be completed, and no reduction will be effected, except for any of the followings:

- (1) The advancement is used for the public transportation facilities referred in the Act of Encouraging Public Transportation Development or the parking fees.
- (2) The Issuer allows the Cardholder to pay with cash or voucher at the mean time in order to settle the difference in such transaction.

If the Cardholder carries 2 or more EasyCards, making the EasyCard detection devices detect 2 or more EasyCards at the meantime thereby causing the double-charge, the Issuer shall assist the Cardholder to settle the dispute and refund.

#### 第八條 充值方式

持卡人應於發行機構設置或授權之人工服務櫃檯、自動化服務機器、自動充值功能設備、網站或行動通訊網路或發行機構與銀行合作提供之自動充值服務，就重複充值式之悠遊卡辦理充值，並應即時確認充值後儲值餘額是否正確。

#### Article 8. Refilling Method

The Cardholder shall refill its EasyCard with repeated refilling function at the service counter powered by man, automatic service machine, devices with autoload function, websites or mobile communication network or autoload service enabled by the bank partnered with the Issuer, and he/she shall confirm immediately the accuracy of the remaining balance after the refilling.

#### 第九條 儲值餘額限制

每張悠遊卡之儲值餘額不得超過新台幣壹萬元。

**悠遊卡之儲值餘額及押金均不計算利息。**

#### Article 9. Limit on Refilling

Each EasyCard shall bear a balance no more than NTD10,000.

**The value stored in EasyCard shall carry no interest.**

#### 第十條收費項目

發行機構得向持卡人收取以下費用或逕自悠遊卡之儲值餘額及押金中扣抵：

一、掛失補發及換發費用：記名式悠遊卡如有遺失、被竊、被搶、詐取或其他遭持卡人以外之第三人占有（以下簡稱遺失或被竊），及毀損或持卡人資料異動而需換發等情形，持卡人申請掛失補發或換發時，每次費用依下列方式收取：

（一）結合信用卡發行之悠遊卡，如掛失後不申請補發者，持卡人與發行機構之契約關係即行終止；掛失補發或換發之實際發生費用依各信用卡發卡機構約定條款定之，惟掛失補發費用上限為新台幣200元。

（二）非結合信用卡發行之悠遊卡，如掛失後不申請補發者，應收取掛失手續費新台幣20元，持卡人與發行機構之契約關係即行終止；如申請掛失補發或換發者，費用為新台幣100元。

二、終止契約作業手續費：悠遊卡持卡人向發行機構申請終止契約退還全部儲值餘額時，應支付手續費新台幣20元。賣斷制悠遊卡申請終止契約時須出示悠遊卡進行鎖卡程序始得退款，押金制悠遊卡須返還悠遊卡始得退款。（卡片使用滿5次（含）以上且滿3個月（含），免收終止契約作業手續費，若押金制悠遊卡於購卡兩日內未使用者，得至本公司或本公司所屬客服中心辦理退卡，免收退卡手續費。）

三、交易紀錄查詢手續費：持卡人除得於發行機構所提供自動化服務機器免費查詢悠遊卡最近六筆交易紀錄及儲值餘額外，得依下列收費標準，親自向發行機構申請提供5年內之書面悠遊卡交易紀錄，收費標準為第一頁之工本費新台幣20元，第二頁起每頁加收新台幣5元。

（例一：小悠申請書面查詢8月1日至8月5日悠遊卡交易紀錄，經列印後共一頁，需支付工本費新台幣20元。

例二：小遊申請書面查詢8月1日至12月25日悠遊卡交易紀錄，經列印後共三頁，需支付工本費第一頁20元+第二頁5元+第三頁5元，共計30元。）

四、卡片處理費：凡悠遊卡一經辦理終止契約後立即鎖卡，無法再使用，如須續用須加收處理費50元（但社會福利卡於各縣市政府另有規定者，從其規定）。

五、記名服務費：悠遊卡持卡人向發行機構申請卡片記名服務時，應支付記名費用新台幣50元。但與其他記名工具結合之悠遊卡，如社福卡、學生證悠遊卡、悠遊聯名卡等應依各相關規定辦理。

#### Article 10. Paid Services

The Issuer may collect from the Cardholder or deduct from the balance or deposit in the EasyCard the following fees:

(1) The fees for loss report and replacement: In the event of loss, theft, robbery, fraudulent use by others or possession by a third party other than the Cardholder in any manner (hereinafter “loss or theft”) and damage or need of replacement due to the change to the Cardholder’s information, the Cardholder shall pay the fee by following means for each report for loss and replacement:

i. In the event of an report for loss without replacement regarding an EasyCard combined with a credit card, the Agreement between the Cardholder and Issuer will terminate immediately. The actual expense arising from the report for loss or that for replacement is stipulated in the clauses provided by the issuer of such credit card, and the upper limit for expenses for report for loss and replacement

- is NTD200.
- ii. In the event of a report for loss without replacement regarding an EasyCard not-combined with a credit card, an fee of NTD 20 shall be charged and the Agreement between the Cardholder and Issuer shall terminate immediately. For a report for loss or application for reissuance or replacement, a fee at NTD100 will be charged.
- (2) The fee for termination of Agreement: where a Cardholder applies for termination of agreement and refund of the remaining balance stored in the EasyCard, a processing fee at NTD20 will be charged. The application for termination of EasyCard by sale requires the presentation of card-locking procedure, and that for EasyCard with deposit requires the return of EasyCard. (A card used for 5 times or more and kept for 3 months or more is exempt from the processing fees for termination of agreement. If the EasyCard with Deposit is not used within two (2) days, the Cardholder may apply for return of card at the Company and customer service center of the Company without charging any fees on the return of card.)
  - (3) Fees for inquiry to transaction records: The Cardholder can inquire about the most recent six (6) records on the transactions with the automatic service machine provided by the Issuer. In addition, he/she can also apply with the Issuer in person for the written records on the transaction with the EasyCard in the past 5 years, with a fee at NTD 20 per page.  
(Example 1: Ms. Yoh made a written inquiry for transactions on EasyCard from August 1 to August 5, resulting in one page of print-out. A processing fee at NT20 will be charged.  
Example 2: Mr. Yow made a written inquiry for transaction on EasyCard from August 1 to December 25, resulting in three pages of prints-out. A processing fee total in NT30 will be charged, calculated by NTD20 for the 1st page plus NTD5 for the 2nd page plus NTD5 for the 3rd page.)
  - (4) Card processing fees: Any EasyCard will be locked immediately after the implementation of the termination of Agreement. To unlock such card for continuation of use, a processing fee at NTD50 will be placed. (except for a social benefit EasyCard provided in and governed by the regulations of city or county government.)
  - (5) The registration fees: If a cardholder of EasyCard applies to register his/her name to the EasyCard with the Issuer, he/she shall pay a registration fee at NTD50. However, relevant provisions on other registered cards connected to EasyCard, such as social benefit cards, EasyCards combined with student ID, a co-branded Easy Card, shall apply to such cards respectively.

#### 第十一條 押金

發行機構所發行之押金制悠遊卡，得向持卡人收取押金100元。已支付押金之持卡人得於向發行機構返還悠遊卡時，申請返還押金。但悠遊卡有墊款金額未結清時，發行機構得以押金抵償持卡人對於發行機構之未結清債務。若悠遊卡因人為損毀或卡層被剝離、摺曲、切割、破損、塗寫或在悠遊卡上以任何方式附加物品且無法回復，發行機構得依持卡人使用票卡之期間，按下列比例自押金抵償悠遊卡毀損費用

後返還持卡人，但如前揭毀損事由係因悠遊卡公司、特約機構或受託機構所致者，則不再另行向持卡人收取費用。

一、票卡使用未滿2年者，自押金抵償悠遊卡毀損費用100元。

二、票卡使用達2年未滿3年者，自押金抵償悠遊卡毀損費用60元。

三、票卡使用達3年未滿4年者，自押金抵償悠遊卡毀損費用40元。

四、票卡使用達4年未滿5年者，自押金抵償悠遊卡毀損費用20元。

五、票卡使用達5年以上者，無需自押金抵償悠遊卡毀損費用。

(例：小悠使用悠遊卡已2年5個月，退卡時卡片餘額因代墊車資為負18元，且因卡片遭人為毀損，故退費金額=押金100元-代墊金額18元-抵償悠遊卡毀損費用60元，故退還卡片押金22元。)

#### Article 11. Deposit

The Issuer may collect from the Cardholder of EasyCard with deposit as issued thereby a deposit at NTD100. The Cardholder that already paid the deposit can apply for return of deposit at the time to return the EasyCard to the Issuer. Where any advanced amount in an EasyCard has not been settled, the Issuer can apply the deposit to the unpaid debt owed by the Cardholder to Issuer. If the EasyCard cannot be recovered due to damage, or peeling-off of the protection seal, twist, cut, broken-off, or drawings, or affixation by any means to and on the EasyCard by human forces, the deposit will be returned after setting off the damage to the EasyCard based on rate below. However, if the abovementioned damage is caused by EasyCard Corporation, Contracted Merchants or Entrusted Institutes, no extra fees shall be claimed from the Cardholder:

- (1) NTD100 will be deducted from the deposit for damage to EasyCard in use for less than 2 years.
- (2) NTD60 will be deducted from the deposit for damage to EasyCard in use for above 2 years but less than 3 years.
- (3) NTD40 will be deducted from the deposit for damage to EasyCard in use for above 3 years but less than 4 years.
- (4) NTD20 will be deducted from the deposit for damage to EasyCard in use for above 4 years but less than 5 years.
- (5) No money will be deducted from the deposit for damage to EasyCard in use for above 5 years.

(Eg., Ms. Yoh has used the EasyCard for 2 years and 5 months. At the time of return of EasyCard, it carries a minus NTD18 in balance due to the advancement of travel expense. As such, the amount for return equals to NTD22, as calculated by NTD100 in deposit minus NTD18 in advancement minus NTD60 for set-off for damage to EasyCard. )

#### 第十二條 退款辦法

持卡人有下列情形之一者，發行機構在可確定悠遊卡之金錢價值餘額且無疑義帳款，並扣除約定之手續費後，應退回其所發行悠遊卡之餘額：

一、記名式悠遊卡持卡人提示悠遊卡經進行鎖卡程序或依本契約第十五條辦理掛失手續後，請求發行機構終止契約者。記名式悠遊卡若遭人為毀損，仍可退儲值餘額。

終止契約作業手續費依本條款第十條收取，若持卡人要求以郵寄退費通知單，需另付郵資(平信5元，掛號25元)。

二、無記名式悠遊卡持卡人終止契約者，須出示悠遊卡進行鎖卡程序，始得辦理退款，押金制悠遊卡之押金退款依本契約第十一條辦理退款。無記名式悠遊卡遭人為毀損，若可讀取卡片晶片資料，或外觀號碼可供辨識，經本公司查核無誤後得辦理退還儲值餘額。

持卡人依前項約定請求終止契約時，持卡人須支付寄送款項之郵資（或轉帳費）。（例：小遊不欲繼續使用無記名式悠遊卡，退卡時卡片餘額為100元，且要求以掛號郵寄退費通知單，經查明該卡使用未達5次，且無人為毀損，則退費金額=卡片押金100元+卡片餘額100元-終止契約作業手續費20元-掛號郵寄費用25元=155元。）

無記名發行之悠遊卡，除終止悠遊卡使用之情形外，發行機構不得應持卡人要求返還所發行悠遊卡之全部或部分餘額。

持卡人請求終止契約時，若退款總金額為新台幣3,000元以上或因卡片異常於受託機構之設備無法判讀餘額，可填寫申請單並由受託機構收取卡片，送回發行機構處理。持卡人須支付寄送款項之郵資（或轉帳費），惟卡片非人為毀損，或退款總金額達新台幣3,000元以上且以轉帳匯款者，無須負擔上述費用。

#### Article 12. Rules of Refund

If any of the followings occurs to the Cardholder, the Issuer can return the remaining balance in the EasyCard after confirming the monetary value in the EasyCard without questions, and reducing the processing fees as agreed upon:

(1) The Cardholder of a registered EasyCard makes the loss report by undergoing the card locking procedure according to Article 15 of the Agreement and requests for termination of Agreement. The refund of remaining balance in the registered EasyCard is allowed even if it is damaged by human force.

If the Cardholder requests for return by post mail, an additional postal expense shall be paid (regular mail at NTD5, a registered mail at NTD25).

(2) Where a Cardholder of bearer EasyCard terminates the Agreement, the EasyCard shall be presented for the card locking procedure before processing the refund. The refund of deposit for EasyCard with deposit will be implemented according to Article 11 hereof. If the bearer EasyCard is damaged by human force, the Company can proceed on the return of remaining balance after the verification with regards where the chip in such card is still readable, or where the serial number on its appearance is identifiable.

The Cardholder shall pay the postal expense (or transfer charge) for the delivery of payment with regards the request for termination of Agreement according to the preceding paragraph.

(E.g., Mr. Yow does not desire to continue his use of bearer EasyCard. When he returns the card, it carries a balance at NTD100. A request for return of deposit by registered mail is made. After verification, such card was used less than 5 times, without damage by human force. The refund amounts to NTD155 as calculated by NTD100 in deposit plus NTD100 in the remaining balance minus NTD20 in the processing fee for termination of Agreement minus NTD20 in postal expense for registered mail.)

The Issuer shall not refund the balance in the bearer EasyCard, whether in part or in full, upon request the Cardholder, except for the termination of use of bearer EasyCard.

Where the Cardholder requests for termination of Agreement and the refund amounts to

NTD3,000 or more or where the Entrusted Institute is unable to read the balance therein due to malfunction of such card, the card should be sent back to the Issuer for processing. The Cardholder shall pay the postal expense to deliver the payment (or transfer charge). However, if the card is not damaged by human force, or the refund amounts to NTD3,000 or more and is paid by wire transfer, the Cardholder will not bear such fees above.

#### 第十三條 發行機構提供之消費者保障機制

發行機構就持卡人儲存於悠遊卡之款項，除依電子票證發行管理條例第十八條第一項繳存準備金外，其餘款項並依電子票證發行管理條例及相關法令規定已全數交付信託且押金制悠遊卡之押金，已辦理銀行十足履約保證。

發行機構依前項規定將發行悠遊卡所收取之款項交付信託予信託業者時，該信託之委託人及受益人皆為悠遊卡公司而非持卡人，故信託業者係為悠遊卡公司而非為持卡人管理處分信託財產，惟持卡人得請求發行機構或信託業者提供信託契約相關約定條款影本。

持卡人對於依第一項規定存放於信託業者之信託財產，就因悠遊卡所產生之債權，有優先於悠遊卡公司之其他債權及股東受償之權利。

發行機構應將第一項至第三項有關消費者保障機制之規定公告於發行機構公司網站及營業處所或其他明顯處所。

#### Article 13. Consumer Protection Mechanism of the Issuer

With respect to the money stored in the EasyCard, the Issuer shall make a reserve according to Article 18, Para. 1 of the Act Governing Issuance of Electronic Stored Value Cards. The remainder of other relevant money is fully submitted to a trust according to the Act Governing Issuance of Electronic Stored Value Cards and relevant regulations. In addition, the deposits for EasyCard with deposit is covered by a 100% bank guaranty for the performance.

When the Issuer confers on the trust enterprise the payment collected from the issuance of EasyCard, the settler and beneficiary of such trust is EasyCard Corporation, not the Cardholder. Therefore, the trust enterprise manages and processes the trusted asset for EasyCard Corporation instead of the Cardholder. Notwithstanding the foregoing, the Cardholder may request the Issuer or the said trust enterprise to offer a copy of relevant agreement on the trust.

The Cardholder has a higher rank to satisfy his/her claims arising from EasyCard than EasyCard Corporation on the part of its other claims, as well as its shareholders, by using the trusted asset kept by the trust enterprise according to the paragraph 1 hereof.

The Issuer shall announce the consumer protection mechanism provided from paragraphs 1 to 3 thereof at the website or business site of the Issuer or other conspicuous place.

#### 第十四條 個人資料保護及交易資料之保管、安全之處理

發行機構為提供悠遊卡相關服務而向持卡人蒐集取得之個人資料，應予以妥善保存，並依個人資料保護法等相關法令進行處理及利用。

發行機構應確保交易資料之隱密性及安全性，並負責資料傳輸、交換或處理之正確性。

除特約機構為「發展大眾運輸條例」所稱大眾運輸事業或停車場業者，且可於持卡人交易時顯示悠遊卡扣款金額及儲值餘額者外，發行機構所簽定之特約機構於持卡人持悠遊卡完成交易時，須提供可顯示悠遊卡扣款金額及儲值餘額之交易憑證供持

卡人核對。

Article 14. Personal Data Protection and the Processing of Transactional Data in relation to Retention and Safety

The Issuer shall keep in appropriate manner the data collected from the Cardholder for the purpose of providing services relevant to EasyCard, and processing and using such in line with the Personal Information Protection Act and relevant regulations.

The Issuer shall ensure the confidentiality and security of the data on transactions and be responsible for the accuracy of the data transmission, exchange and processing.

Except for those public transportation facilities referred in the Act of Encouraging Public Transportation Development and parking lot businesses, where the deducted amount and remaining balance in the EasyCard were displayed after the Cardholder's completion of transaction, the Contracted Merchant with the Issuer shall provide a receipt showing the deducted amount and remaining balance of EasyCard for the Cardholder's verification.

**第十五條悠遊卡之遺失、被竊或毀損滅失**

無記名式悠遊卡如有滅失、遺失或被竊等情形時，持卡人不得掛失止付，並不適用民法第七百二十條第一項但書及第七百二十五條之規定。

記名式悠遊卡如有遺失或被竊等情形時，持卡人應儘速以電話或其他方式通知發行機構或其他經發行機構指定之機構辦理掛失停用手續，並依本契約第十條繳交相關費用。惟如發行機構認有必要時，應於受理掛失手續日起十日內通知持卡人，要求於受通知日起三日內向當地警察機關報案或以書面補行通知發行機構。

記名式悠遊卡持卡人依前項規定以電話或其他方式通知掛失，即視為完成掛失手續，並自完成掛失手續後被冒用所發生之損失，應由發行機構負擔。但因悠遊卡之扣款為非線上即時交易，故依前項完成掛失手續後三小時內，被冒用所發生之損失，仍由持卡人自行負擔。

記名式悠遊卡持卡人於辦理掛失手續後，未提出發行機構所請求之文件、拒絕協助調查、未依第二項規定於受通知日起三日內向當地警察機關報案或有其他違反誠信原則之行為者，其被冒用之損失應全部由持卡人負擔。

悠遊卡如有毀損，或記名式悠遊卡有遺失、被竊或滅失情事時，持卡人得申請發行機構換發或補發悠遊卡，但其原因係由於發行機構、特約機構或受託機構所致者，不得向持卡人請求支付悠遊卡換發工本費；如非因上述機構所致者，得向持卡人請求依本契約第十條所規範應收取之費用，另押金制悠遊卡並得依本契約第十一條計算押金之抵償及返還。

前項毀損、遺失、被竊或滅失之補、換發卡，發行機構如有正當理由，得不發給相同卡面圖案、卡片材質、形狀、大小之悠遊卡。

**Article 15. The Loss, Theft, Damage or Destruction of the EasyCard**

In the event of destruction, loss or theft of a bearer EasyCard, no report for loss and stop payment shall be allowed. The proviso of Article 720, Para. 1 and Article 725 of the Civil Code does not apply.

In the event of loss or theft of the registered Easy Card, the Cardholder shall at his/her earliest convenience to put on notice the Issuer or other institute designated by the Issuer by phone or other means in order to implement procedures for loss and suspension of service, and shall pay relevant fees according to Article 10 hereof. However, if the Issuer deems necessary, the Issuer shall inform the Cardholder within ten (10) days from the day

of report of loss, requiring the Cardholder to report to the local police station or give a written supplementary notice to the Issuer within 3 days of such notice.

The Cardholder of registered EasyCard is deemed to complete the procedure for report of loss by reporting such loss by phone or other means as provided in the preceding paragraph. Any loss incurred after the completion of the loss report as a result of fraudulent use by others shall be borne by the Issuer. However, since the reduction to EasyCard is not online real-time transaction, the loss of fraud incurred within 3 hours after the completion of loss report shall still be borne by the Cardholder.

After the Cardholder implements the loss report of registered EasyCard, any failure to provide the documents requested by the Issuer, rejection to assist the investigation, or failure to report to the police within three (3) days from the receipt of notice, or any other conducts in violation of the doctrine of honesty will cause the Cardholder to be required to bear the loss of fraud in full.

#### 第十六條持卡人使用限制及悠遊卡交易帳款疑義之處理

有下列情形時，發行機構所簽定之特約機構或受託機構得拒絕接受持卡人使用悠遊卡交易：

- 一、悠遊卡為偽造、變造或有毀損、斷裂、缺角、打洞、扭曲之情事者。
- 二、依本契約第十五條辦理掛失或本契約已解除或終止者。
- 三、發行機構依本契約第五條已暫停持卡人使用悠遊卡之權利者。
- 四、非發行機構所規定得持有特定記名式悠遊卡之持卡人本人。
- 五、特約機構或受託機構之機器或網路連線設備等，不能讀取或辨識悠遊卡資料者。
- 六、持卡人於特約機構或受託機構營業時間以外時間要求交易者。
- 七、發行機構有事實合理懷疑持卡人有非法或不正常交易之情事者。
- 八、持卡人單筆交易超過1000元或當日交易累積超過3000元，惟繳納政府部門規費及支付公用事業（依據民營公用事業監督條例第二條定義）服務費、學雜費、醫藥費、公共運輸（依據發展大眾運輸條例第二條定義及纜車、公共自行車）、停車等服務費用或配合政府政策且具公共利益性質經主管機關核准者不在此限。

持卡人以悠遊卡進行扣款交易之相關商品或服務，如未獲特約機構提供、商品或服務瑕疵、商品退貨或服務取消或錯誤溢付款項等事宜，持卡人應先洽特約機構尋求解決，發行機構並應提供交易資料協助解決紛爭。

前項提供交易資料之費用，如經查明係屬特約機構服務之瑕疵，該費用得由發行機構向特約機構收取；反之，則依本契約第十條規定向持卡人收取。

持卡人以悠遊卡向特約機構進行遞延性商品或服務之扣款交易，發生未收到商品或服務之消費糾紛，並向特約機構求償無門時，經持卡人檢附交易憑證（如遞延性商品或服務之訂貨單正本、發票正本或其他足以有交易事實之憑證等）及原購貨卡片，且經本公司查證無誤後，由本公司負責返還持卡人相關款項。

持卡人使用悠遊卡支付以里程計費之公共運輸服務費用而遭鎖卡時，其解卡之處理流程應依各運輸業者之規定辦理。

#### Article 16. Use Restrictions and the Handling of Questions to the Transactions of EasyCard

Upon the occurrence of any of the followings, the Contracted Merchant or Entrusted Institute of the Issuer may deny the Cardholder the use of EasyCard for transactions:

- (1) Where EasyCard is forged, altered, damaged, fractured, broken on the edge, punctured, or twisted.
- (2) Where the loss report under Article 15 hereof has been put in place or where the Agreement is revoked or terminated.
- (3) Where the Issuer suspended the Cardholder on the right to use the EasyCard according to Article 5 hereof.
- (4) Where the Cardholder is not the person stipulated by the Issuer for the use of registered EasyCard.
- (5) Where the Contracted Merchant or Entrusted Institute cannot read or verify the information on the EasyCard through its device or Internet Connection Equipment.
- (6) Where the Cardholder requests to carry out transactions out of the business hours of the Contracted Merchant or Entrusted Institute.
- (7) Where the Issuer has reason to suspect the Cardholder conducts illegal or abnormal transactions.
- (8) Where the Cardholder conducts a transaction valued more than NTD1,000 or transactions total in more than NTD3,000 per day, except for the payment for the government charges, bills for public utilities (as defined in Article 2 of the Privately Owned Public Utilities Supervisory Act), tuitions, medical bills, public transportation (as defined in Article 2 of the Act of Encouraging Public Transportation Development, as well as cable car and public bikes), parking fees or those in line with the government policy and of the nature of public interests and otherwise approved by the competent authority

If the Contracted Merchant fails to provide service for the relevant products or service paid by the Cardholder using EasyCard, or in the event of defective products or services, return of product, cancellation of services, or overcharge, the Cardholder shall contact the Contracted Merchant for resolution first, and the Issuer shall offer data on transactions to support the dispute resolution.

The Issuer may collect the fees arising from the provision of data on transactions from the Contracted Merchant as provided in the preceding paragraph if the Contracted Merchant is found in defect in its services. If the case is the opposite, it may collect such fees from the Cardholder according to Article 10 hereof.

In the event of a consumer disputes arising from Cardholder's transactions on prepaid products or services with the Contracted Merchants using EasyCard where no product or services are received and no claim against the Contracted Merchant is possible, the Company is responsible to return relevant payment upon the Cardholder's submission of transaction certificates (e.g., the authentic copy of order of prepaid products or services, authentic copy of receipt, or other certificates showing the existence of such transaction) and the EasyCard used for purchase and the Company's verification.

#### 第十七條悠遊卡收回、大量購卡及銀行服務

為回收汰換老舊悠遊卡，發行機構保留依本契約第六條第四項規定於一定期限屆至後收回、註銷持卡人悠遊卡的權利，但發行機構將會採取合理步驟，將對持卡人可能造成的不便減至最低程度。持卡人須按照發行機構所公告或通知的方式提交原悠遊卡，以便辦理補發手續。發行機構會將有關押金（如適用）及餘額（如有）退還

持卡人。

悠遊卡乃專為多用途支付及相關服務而設，並非作為匯兌或轉移款項媒介。同一持卡人購買電子票證達主管機關規定之一定數量或金額者，應依主管機關規定出示身分證明文件並由發行機構加以記錄。發行機構得全權決定拒絕個人或組織提出的多次、高價值或重複的購買等權利。

發行機構聯同一些參與銀行提供自動增值服務，持卡人可透過任何一家有關銀行另行申請其他有關服務。參與銀行所提供的自動增值服務，可能設有獨立的附加條款及細則，在使用此等服務前，持卡人應細閱及決定是否同意有關條款及細則。

#### Article 17. Retrieval of EasyCard, Mass Procurement and Bank Service

In order to recycle and place the old EasyCards with the new ones, the Issuer reserves the right to retrieve or cancel the EasyCard upon the lapse of certain period according to Article 6, Para. 4 of this Agreement. However, the Issuer will adopt reasonable steps to minimize the inconvenience possibly caused to the Cardholder. The Cardholder shall submit the old EasyCard in manners specified in the announcement or notices of the Issuer, so as to facilitate to the replacement procedure. The Issuer will also return to the Cardholder relevant deposit (if applicable) and remaining balance (if any).

The EasyCard serves for multiple payment purposes and relevant services, and does not serve to be a media for foreign exchange or fund transfer. If the same Cardholder reaches certain volume or amount as provided by the competent authority with regards his/her purchase of electronic stored value cards, the IDs shall be presented for the record of Issuer according to the relevant regulations of the competent authority. The Issuer has the full power to deny any individual or organizations the right to make repeated purchases in multiple times, or purchase of high-values.

The Issuer, together with the participating banks, provides the autoloan service. The Cardholder can make additional application for other relevant service with any relevant bank. The autoloan service provided by the participating banks may contain independent and additional clauses and regulations. Before using such services, the Cardholder shall read carefully and decide whether to agree on the relevant clauses and regulations.

#### 第十八條契約之終止、變更

持卡人得隨時通知發行機構終止本契約，本契約終止後，持卡人仍得依本契約第十一條申請返還押金及依本契約第十二條申請退還扣除相關手續費用後之儲值餘額。本契約約款如有修改或增刪時，發行機構應於其所在地之日報、發行機構專屬網站及營業處所同時以顯著明確文字公告其變更事項、新舊約款內容、生效日期，暨告知持卡人得於變更事項生效前表示異議。

持卡人未於前項公告開始後三十日內異議並通知發行機構終止本契約者，視同承認該修改或增刪約款。

#### Article 18. Termination or Revision to the Agreement

The Cardholder may terminate this Agreement at any time by giving a notice to the Issuer. After the termination of this Agreement, the Cardholder may apply for the return of deposit according to Article 11 hereof and return of an amount equivalent to remaining balance stored therein reduced by relevant fees according to Article 12 hereof.

In the event of any revision, supplement or deletion of any terms and conditions of this Agreement, the Issuer shall announce such change, the content of the new and old clauses

and effective date in unequivocal language simultaneously at the local newspaper, the Issuer's website and its business unit, and inform the Cardholder of his/her rights to express the opposition before the change becomes effective. If the Cardholder fails to express his/her opposition and terminate the Agreement by giving a notice to the insurer within 30 days after the announcement of the preceding paragraph, the Cardholder is deemed to recognize the said revision, supplement or deletion of terms and conditions.

#### 第十九條送達

記名式悠遊卡持卡人於申請表格所載之連絡地址或其他聯絡方式有所變更而未通知發行機構者，則以持卡人最後通知之連絡地址或申請表格上所載連絡地址為發行機構應為送達之處所。發行機構將業務上有關文書或應為之通知，向持卡人最後通知之連絡地址或申請表格所載連絡地址發出後，經通常郵遞之期間，即推定已合法送達。

發行機構受政府機關委託發行之記名式悠遊卡，由政府機關為前項之通知及送達。

#### Article 19. Delivery

If the Cardholder of EasyCard fails to inform the Issuer of the change to its address or other contact information provided in the application form, the last-notified address or the address provided in the application form shall be the premise where the Issuer makes the delivery. The document and those relevant to the business of Issuer or any requisite notice shall be deemed delivered legally after the lapse of a reasonable period time for delivery of a normal postal mail from the such being sent out to the last-notified address or the address on the application form.

Where the Issuer is entrusted by the government for the issuance of registered EasyCard, the notice and delivery set out above shall be made by the government.

#### 第二十條 適用法律

本契約之準據法為中華民國法律。依本契約發生債權債務之關係，其法律行為之成立要件、效力及方式適用中華民國法律。

#### Article 20. Governing Law

The Agreement is governed by the law of Taiwan (R.O.C.). Any right or obligations arising from this Agreement, as well as the constituent element, validity and forms to/of a legal actions shall be governed by the law of Taiwan (R.O.C.).

#### 第二十一條 管轄法院

因本契約涉訟時，雙方同意以台灣台北地方法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定。

#### Article 21. Court of Jurisdiction

With respect to any litigation arising from this Agreement, both parties agree to submit to Taiwan Taipei District Court as the court of first instance. Notwithstanding the foregoing, any special provisions on exclusive jurisdiction under the law shall apply.

#### 第二十二條 作業事項委託

發行機構於必要時，得報經主管機關核准後，將特定事務依電子票證發行管理條例及相關規定委由適當之第三人辦理。

悠遊卡申請人或持卡人同意發行機構將與本契約有關之附隨業務，包括委託受託機構提供無記名電子票證之販售、退卡、電子票證加值作業、資訊系統之開發及維護、客戶服務、現鈔及電子票證運送及其他經主管機關核定得委外之作業項目，於必要

時，得依法委託適當之機構合作辦理。持卡人並同意發行機構於前述目的範圍內得將其個人必要資料提供予該機構。發行機構不得將個人資料提供予前述機構以外之第三人。

#### Article 22. Outsourcing

If the Issuer deems necessary, it may, subject to the approval of the competent authority, appoint an appropriate third party to handle certain matters according to the Act Governing Issuance of Electronic Stored Value Cards and relevant regulations.

The applicant or a holder for EasyCard agrees that the Issuer can, if necessary, appoint an appropriate institute to handle ancillary matters pertaining to this Agreement, including engaging an entrusted institute to provide the service on sale, return, refilling of the bearer electronic stored value card, development and maintenance of IT system, consumer services, shipment of cash and electronic stored value cards and other matters as approved by the competent authority. The Cardholder also agrees that the Issuer may provide the necessary personal data on him/her to the said appointee for the purpose within the scope of set out above. The Issuer should not provide the personal data to any third party other than the said institutes above.

#### 第二十三條 其他

本契約之約定條款係就一般悠遊卡持卡人所作之約定。如持卡人持有與悠遊卡公司共同發行或合作發行具悠遊卡功能之卡片（例如：悠遊聯名卡），請向共同或合作發行公司查詢相關權利義務。

#### Article 23. Miscellaneous

The terms and conditions under this Agreement is for a general cardholder of EasyCard. If the cardholder holds a card that is issued jointly with EasyCard Corporation or otherwise issued in collaboration thereto and that possesses the function of an EasyCard (e.g., a co-branded EasyCard), any inquiry about relevant rights and obligations should be made to the co-issuer or the companies in collaboration.