

**新臺幣存款約定事項【11308版】NTD Deposit Agreement【Version 2024.08】**

**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。

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.

- 三、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.

- 四、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provided that prior to the Bank's completion of procedure for lost report and stop payment, all deposited or withdrawn amount shall be at Applicant's own responsibility.

- 五、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.

- 六、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).

- 七、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.

- 八、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.

九、薪資轉帳活期儲蓄存款帳戶：

- (一) 立約人就職機構委託 貴行辦理薪資轉帳作業時，立約人得於 貴行開立薪資轉帳活期儲蓄存款帳戶，並依 貴行與該就職機構之約定享有相關優惠，惟如連續兩個月以上無入薪紀錄或經就職機構通知立約人已離職者， 貴行得逕將該薪資轉帳活期儲蓄存款帳戶轉為一般活期儲蓄存款帳戶，且不再享有薪資轉帳活期儲蓄存款帳戶之相關優惠。
- (二) 立約人於 貴行開立之薪資轉帳活期儲蓄存款帳戶，限開一戶，每半年付息一次，其存款餘額新臺幣 100 萬元以內依 貴行「薪資轉帳活期儲蓄存款」牌告利率計息，超過新臺幣 100 萬元部分則按 貴行「活期儲蓄存款」牌告利率計息。
- (三) 立約人同意 貴行得因薪資轉帳之目的，將該薪資轉帳活期儲蓄存款帳戶資料提供予立約人就職機構。
- (四) 如立約人享有「優利薪資轉帳活期儲蓄存款」專案優惠，該優惠係依立約人就職機構與 貴行簽訂專案辦理，貴行得保留該專案隨時變更與終止之權利。

Current Savings Account for Salary Transfer

1. Where Applicant's employer instructs the Bank to process salary transfers, Applicant may open a current savings account for salary transfer ("Salary Transfer Account") with the Bank and enjoy all preferential treatments agreed between the employer and the Bank. However, if no salary is transferred into the account for two consecutive months, or be notified by the employer that applicant has resigned, the Bank may directly convert the Salary Transfer Account to a general current savings account and all preferential treatments offered with respect to the Salary Transfer Account shall cease to apply.
2. Applicant opens only one Salary Transfer Account, interest shall be paid semi-annually. Interest on the account balance of NT\$1 million or less shall be calculated based on the he interest rate for "Current Savings Account for Salary Transfer" as published by the Bank; interest on any portion of balances in excess of NT\$1 million shall be calculated based on the interest rate for "current savings" as published by the Bank.
3. Applicant agrees that the Bank may provide information on Applicant's Salary Transfer Account to Applicant's employer for the purpose of processing salary transfers.
4. If Applicant enjoys the preferential treatment of the "Preferential Salary Transfer Demand Savings Deposit" project, it shall be handled in accordance with the project signed between the service organization and the Bank, and the Applicant agrees that the Bank reserves the right to change and terminate the project at any time.

十、公司籌備處帳戶：

- (一) 立約人以代表人名義申請開立公司籌備處帳戶，貴行不提供金融卡、電話語音、網路銀行及委託扣繳稅費等服務。
- (二) 立約人未於開戶日起6個月內完成正式公司登記並持公司登記證明文件及原留印鑑至 貴行辦理正式公司開戶申請相關事宜，貴行得暫時停止公司籌備處帳戶之交易。

Preparatory office of a company：

1. If the Principal opens an account for the preparatory office of a company as the representative, services such as ATM Cards, Telephone Banking and Internet Banking and entrusted withholding of taxes will not be provided from the date of account opening.

2. But fails to complete company registration and apply for a corporate account by presenting company registration certificates and authorized seal within 6 months from the date the account is opened, the Bank may temporarily suspend transactions of the preparatory office's account.

#### 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。

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.

- 二、立約人委託 貴行以本存款代繳各種公用事業費用、稅捐、證券交割劃撥款及其他款項時，貴行得依約逕行撥付。

Applicant commissions the Bank for payment of fees, taxes, securities settlement payments and other expenses, the Bank may make such payment according to their contract.

- 三、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.

- 四、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。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.

- 五、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.

- 六、立約人在貴行之活期性存款餘額，達新臺幣1萬元以上時，得以新臺幣1萬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.

- 七、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100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.

- 八、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.

- 九、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.

- 十、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.

- 十一、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.

- 十二、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.

- 十三、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.

- 十四、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.

- 十五、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.

- 十六、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.

- 十七、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.

- 十八、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；若持卡人之法定代理人、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：每次為新臺幣(以下同)5元。
  - 2、國內跨行轉帳：每次為15元。
- (二) 服務費用類：
  - 1、卡片解鎖：每次為50元。
  - 2、補/換發新卡：每次為100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新臺幣3萬元。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200萬元。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200萬元。

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)：tcbserv@tcbbank.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: tcbserv@tcbbank.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6萬元，每月累計限額最高新臺幣12萬元，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

持卡人之悠遊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3仟元為上限，但有下列情形之一者，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新臺幣5元、國內跨行轉帳手續費新臺幣15元、國外提款手續費新臺幣100元(加計交易金額1.5%之匯率轉換費)、掛失費新臺幣200元(含掛失補卡費)、調閱國內簽帳單手續費新臺幣100元及調閱國外簽帳單手續費新臺幣100元等。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，每月簽帳限額新臺幣12萬元，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 and the maximum amount for debited consuming monthly is NTD 120,000 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 performed 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，持卡人如係未滿18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 18 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持卡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持卡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**

**Special Terms and Conditions for VISA Debit EasyCard**

持卡人茲向台中銀行（以下簡稱貴行）申辦具有簽帳金融卡（以下簡稱Debit卡）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「悠遊VISA金融卡約定條款」外，並願遵守以下各約定條款：

The cardholder hereby applies to Taichung Bank (hereinafter, the "Bank") for an VISA Debit EasyCard with the functions of a debit card and an EasyCard. In addition to abiding by the Bank's VISA Debit EasyCard Terms and Conditions, the cardholder agrees to abide by the following terms and conditions:

**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個人基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」為名稱之儲值卡，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，可透過連線式自動加值設備，（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，自動加值一定金額至悠遊卡內；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。

**Definition:**

- (1) VISA Debit EasyCard: Refers to the chip debit card with functions of a debit card and an EasyCard, jointly issued by the Bank and the EasyCard Corporation. The EasyCard functions as a travel card, which is registered in the cardholder's name, in order to provide for refund service after being lost. The cardholder must agree to the Bank providing the cardholder's basic personal information to the EasyCard Corporation for issuance of the card, so as to provide relevant services to the cardholder.

- (2) EasyCard: Refers to a stored-value card, named “EasyCard”, issued by the EasyCard Corporation. The cardholder may, within the scope allowed by the laws and regulations, use stored monetary value to pay for transportation, parking, and other services or purchases.
- (3) Autoload: Refers to the agreement between the cardholder and the Bank that, when using the VISA Debit EasyCard, if the amount of the stored value is insufficient to pay for the current purchase or is less than NT\$100, online autoload devices (currently, EasyCard Add-Value Machine (AVM) and small-purchase terminals; non-online autoload devices at MRT stations, the Maokong Gondola, Taiwan Railway and parking lots do not provide the autoload service; if there is a change in the devices listed above, the EasyCard Corporation’s website announcement shall prevail) to automatically add a specific value to the EasyCard, within the VISA Debit EasyCard’s designated limit; the automatic value addition is equivalent to the cardholder’s debit card purchase value.
- (4) Balance Transfer: Refers to settling the EasyCard balance within the VISA Debit EasyCard, and transferring the balance to the cardholder’s designated account. However, if the balance of the EasyCard is negative, the cardholder agrees to regard the negative amount as a general purchase and charge it to the cardholder’s designated account. Performing a Balance Transfer procedure requires about 45 working days.
- (5) Chartered store: Refers to a store that has entered into a written agreement with the EasyCard Corporation, stipulating that cardholders may use an EasyCard to pay the consideration for goods, services, all government fees, and other fees approved by the competent authority.

## 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新臺幣0元；持卡人如欲使用自動加值服務時，應先完成Debit卡開卡及自動加值功能開啟作業。倘持卡人未完成Debit卡開卡作業而使用悠遊VISA金融卡之悠遊卡功能，仍應對悠遊卡已完成自動加值所生之相關帳款負擔清償之責。

自動加值功能一經開啟後，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，依悠遊卡公司相關服務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) 加值方式與金額：

- 1、自動加值：持已開啟自動加值功能之悠遊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），自持卡人指定帳戶中自動加值新臺幣500元或其倍數之依一定金額至悠遊卡。自動加值之範圍、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。悠遊卡自動加值免手續費。

- 2、其他加值方式：依悠遊卡公司相關服務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VISA金融卡有效期限屆滿時，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：悠遊VISA金融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 the EasyCard

(1) Getting Started:

The EasyCard function of the VISA Debit EasyCard does not require activation to use; however, the available EasyCard balance of a new/replaced/renewed VISA Debit EasyCard is zero. If the cardholder wishes to use the autoloading service, s/he must first complete activation of the debit card and its autoloading function. If the cardholder uses the VISA Debit EasyCard's EasyCard function without completing debit card activation, s/he shall still be responsible for paying off the relevant debit amount generated by completion of the EasyCard autoloading.

(2) Scope of Use:

The functions of the EasyCard are provided by the EasyCard Corporation. The cardholder may use the EasyCard's stored value for purchases in compliance with the EasyCard Corporation's service terms, and within the scope of purchases announced by the EasyCard Corporation. Refer to the website: [www.easycard.com.tw](http://www.easycard.com.tw).

(3) Value adding method and amounts:

- i. Automatic value addition: When using the VISA Debit EasyCard with the automatic value adding function activated for make a debit purchase, if the balance on the EasyCard is insufficient to pay for the current purchase or is less than NT\$100, an amount of NT\$500 or a multiple of NT\$500 will be automatically added to the EasyCard through an online automatic value adding facility (currently, EasyCard AVMs and small-purchase terminals; non-online autoloading devices at the MRT, Maokong Gondola, Taiwan Railway and parking lots do not provide autoloading service; and if there is a change in the devices listed above, EasyCard Corporation's website announcements shall prevail), with a corresponding debit to the cardholder's designated account. The scope, amount, and value limit for such autoloading are subject to the laws and regulations, and the standards and latest announcements set by the EasyCard Corporation and the Bank. EasyCard automatic value addition is free of charge.
- ii. Other value-adding methods: Handled in accordance with the EasyCard Corporation's relevant service terms and announcements on the official EasyCard Corporation website.

(4) Validity period of the card: The validity period of the EasyCard is the same as that of the VISA Debit EasyCard. When the validity period of the VISA Debit EasyCard expires, the EasyCard functions and autoloading function will simultaneously end.

(5) The EasyCard balance is not interest bearing, and the EasyCard Corporation will entrust the entire balance to a trust to protect the cardholder's rights and interests.

(6) Non-transferability of EasyCard balance: When the VISA Debit EasyCard is renewed upon expiration or reissued due to damage, the balance of the EasyCard cannot be transferred to any renewed or reissued card or other card; such transfer may only be performed via the Balance Transfer procedure.

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悠遊VISA金融卡掛失停用手續，停止悠遊卡之功能。



- (三) 悠遊VISA金融卡完成前項掛失手續前24小時至掛失手續後3小時間，遭冒用自動加值之損失悉依 貴行悠遊VISA金融卡約定條款辦理；掛失手續後3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3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3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。

In the event of VISA Debit EasyCard loss, theft, destruction, or possession otherwise being lost

- (1) The VISA Debit EasyCard is owned by the Bank; the cardholder must use and keep the card with the care of a good manager, to avoid loss, theft, fraud, loss, and possession by any third party, and to prevent others learning the cardholder's card information.
- (2) In the event of the VISA Debit EasyCard being lost, stolen, or possession otherwise being lost (hereinafter, a "loss"), the cardholder shall notify the Bank as soon as possible to implement the VISA Debit EasyCard loss and deactivation procedure, to stop the EasyCard functions.
- (3) Any loss caused by fraudulent use of the VISA Debit EasyCard autoloading function from 24 hours before to 3 hours after completion of the aforementioned loss reporting procedure shall be handled in accordance with the agreed Provisions for Easy Visa ATM Card; the cardholder shall personally bear any losses arising from the fraudulent use of the EasyCard within 3 hours after the loss reporting procedure. The remaining balance will be returned to the cardholder's designated account within about 45 work-days after completion of the loss reporting procedure, based on the value recorded by the system 3 hours after the loss reporting, but after debiting any value automatically added due to fraud that was borne by the Bank (that is, such amount will be returned to the Bank). Any value remaining will be refunded to the cardholder's designated account. However, if the balance recorded by the system 3 hours after the loss reporting is negative, then regardless whether the automatic value-adding function has been activated, the cardholder agrees to treat any negative amount as a general purchase amount that will be charged against the 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，貴行得依持卡人之申請，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，得申請補發新卡，持卡人應剪斷舊卡片並繳回 貴行。補發新卡之悠遊卡儲值金餘額為零，舊卡之悠遊卡儲值金餘額將由 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，自動加值功能亦隨之終止。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，持卡人應剪斷卡片並繳回 貴行辦理「餘額轉置」作業。
- (五) 若持卡人未依本條規定繳回卡片予 貴行，其於「餘額轉置」作業之後所產生之扣款交易及自動加值帳款，持卡人仍應負清償之責。

VISA Debit EasyCard reissuance, replacement, renewal, and deactivation

- (1) In the event of VISA Debit EasyCard loss, the Bank may, upon the application of the cardholder, issue to the cardholder a new card

- with the same functions and zero EasyCard balance.
- (2) If the VISA Debit EasyCard becomes unusable due to soiling, demagnetization, scratching, damage, malfunction, or other reasons, the cardholder may apply to have a new card issued; the cardholder shall cut the old card up and return it to the Bank. The new EasyCard's stored value balance is zero, and once the Bank receives the old card, it will implement a Balance Transfer procedure for the old EasyCard's stored value balance.
  - (3) Upon expiration of the VISA Debit EasyCard, the EasyCard can no longer be used, and the autoload function will simultaneously end. Except in the event of any termination of contract for the VISA Debit EasyCard, the Bank agrees to issue a new card to the cardholder, with the same functions and a zero EasyCard balance. After the expiration date, the old card's EasyCard balance will be transferred via the Balance Transfer procedure.
  - (4) When the functions of the VISA Debit EasyCard are deactivated, the cardholder shall cut the card up and return it to the Bank to implement the Balance Transfer procedure.
  - (5) If the cardholder fails to return the card to the Bank in accordance with the provisions of this article, the cardholder shall be liable for any debit transactions and autoload generated by the Balance Transfer procedure.

#### 五、悠遊卡功能停用及悠遊卡餘額處理

悠遊VISA金融卡有效期間內，持卡人欲停用悠遊卡功能時，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加值，惟Debit卡仍維持有效：

- (一) 持卡片及個人身分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) 至台北捷運各車站之悠遊卡加值機 (AVM) 或全家便利商店之FamiPort操作退卡交易，嗣由貴行辦理「餘額轉置」作業。

#### EasyCard function deactivation and EasyCard balance processing

During the VISA Debit EasyCard's validity period, if the cardholder wishes to deactivate the EasyCard function, the cardholder may have the full balance of the EasyCard refunded through the following channels. Once the card and balance are refunded, the EasyCard functions and its automatic value adding function will no longer be usable, but the debit card remains valid:

- (1) Take the card and personal identity document to the EasyCard Customer Service Center to have the EasyCard returned. The EasyCard balance will be returned in cash, minus a service charge for contract termination.
- (2) Execute the card return transaction via the EasyCard AVM at any Taipei MRT station, or a FamiPort at a FamilyMart convenience store; the Bank will then implement a Balance Transfer procedure.

#### 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卡存摺或綜合對帳單中顯示悠遊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，檢具貴行要求之文件通知貴行查證處理。

#### Handling concerns regarding transaction records and stored value

- (1) The cardholder may place the card on an EasyCard Inquiry Machine or go to the inquiry offices of any MRT station to inquire about the EasyCard balance and records for the last six transactions. If there are any questions about EasyCard transactions, contact the EasyCard

Corporation customer service hotline at 412-8880 (for mobile phones, Kinmen, and Matsu, dial 02-412-8880).

- (2) The Bank shall, in the cardholder's debit card passbook or consolidated statement, display the dates and amounts of EasyCard automatic value additions, as "VISA Debit EasyCard".
- (3) If the cardholder has any concerns regarding balances of the aforementioned transactions, s/he may, within 60 calendar days after the transaction, notify the Bank for verification and handling by submitting a Declaration and documents required by the Bank.

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) 持卡人以所持悠遊VISA金融卡至「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 貴行悠遊VISA金融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。

Reasons for termination: If any of the following circumstances or other violations of the terms of this agreement apply to the cardholder, the Bank and the EasyCard Corporation may suspend or terminate the cardholder's use of the EasyCard without notice, and the autoload function will simultaneously end accordingly:

- (1) The cardholder uses the VISA Debit EasyCard within the business range of the EasyCard at the chartered stores or in the places designated by the Bank to purchase or trade in illegal goods or services.
- (2) The cardholder and a third party or a chartered store forge a fictitious/untrue transaction or conspire to defraud, or exchange money, engage in financing activities, or obtain illegal benefits in any way.
- (3) The cardholder violates the terms and conditions of the Bank's VISA Debit EasyCard agreement, or the Bank temporarily suspends the cardholder's right to use the debit card, terminates the debit card agreement without notice, or forcibly suspends the 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相關服務條款辦理。

#### Handling of expenses payable

The operation fee, handling fee, and other fees payable by the cardholder in accordance with the terms of this agreement will be included within the cardholder's debit card accounts payable for request for repayment. However, when the cardholder applies to the EasyCard Corporation for termination of the contract or for written records of EasyCard transactions, the EasyCard Corporation may charge the cardholder a handling fee or directly debit it from the balance of the EasyCard's stored value. The amount of the handling fee will be handled in accordance with the EasyCard Corporation's relevant service terms.

#### 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 貴行悠遊VISA金融卡約定條款規定辦理。

#### Change of terms

If there are any additions, deletions, or modifications to the special terms for the VISA Debit EasyCard, the Bank's VISA Debit EasyCard terms shall prevail.

#### 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 貴行悠遊VISA金融卡約定條款、悠遊卡公司相關服務條款及悠遊卡公司網站公告為準。

Other specified matters

For the use of the EasyCard functions within the VISA Debit EasyCard, except in situations already stipulated by these terms and conditions, if there are any matters not covered in this agreement, the terms of the VISA Debit EasyCard, the EasyCard Corporation's relevant service terms and the EasyCard Corporation's website announcements shall prevail.

### 悠遊卡公司使用者約定條款

悠遊卡股份有限公司（以下簡稱本公司）依電子支付機構管理條例（以下簡稱本條例）第四條所載之各項業務提供服務（以下簡稱本服務）。為保障使用者權益，本公司已提供悠遊卡公司使用者約定條款（以下簡稱本契約）全部條款內容供使用者攜回或於本服務網頁上公告，供使用者審閱至少三日。

使用者申請本服務時，應先審閱、瞭解及同意本契約內容後，再簽署本契約或於本服務網頁上就本契約點選「同意」鍵，並應提供申請身分認證等級類型所需之相關資料，以完成註冊申請。經本公司依規定處理及接受使用者註冊申請，並以雙方約定之方式通知後，本契約始為成立。

使用者向本公司申購無記名儲值卡，本公司應於儲值卡記載重要事項（如本公司名稱及識別標誌、客服專線、網址等），並於業務服務網頁載明本契約全部條款內容。使用者使用無記名儲值卡時，本契約始為成立。

EasyCard Corporation User Agreement

EasyCard Corporation (hereinafter, the "Company") provides services (hereinafter, the "Service") in accordance with the various services set forth in Article 4 of the Act Governing Electronic Payment Institutions (hereinafter, the "Act"). In order to protect the User's rights and interests, the Company has provided all the terms and conditions of the EasyCard Corporation User Agreement (hereinafter, the "Agreement") for the User to bring home or announced on the webpage of the Service for the User to review for at least three days.

When applying for the Service, the User must first review, understand, and agree to the content of this Agreement, then sign this Agreement or click the "Agree" button for this Agreement on the Service's webpage, and must also provide the materials required for application identity verification in accordance with the level applied and the ID type to complete the registration application. Only after the Company processes and accepts the User registration application, in accordance with the regulations, and then informs the User thereof in the way agreed upon by both parties, shall this Agreement take effect.

When a user applies to the Company for purchase of a bearer stored value card, the Company shall record important items on the stored value card (such as the Company's name and identification logo, customer service hotline, and website), and clearly state all the terms and conditions of this Agreement on the business service webpage. This Agreement shall only be established when the User uses the bearer stored value card.

### 第一條 本公司資訊

- 一、主管機關許可字號：金管銀票字第 09940000590 號
- 二、公司名稱：悠遊卡股份有限公司
- 三、代表人：陳亭如
- 四、申訴（客服）方式與服務時間：24 小時客服專線 412-8880(手機及金馬地區請加 02)或智能客服平台 <https://reurl.cc/02MZ0o>

五、申訴（客服）電子郵件信箱：service@easycard.com.tw

六、網址：https://www.easycard.com.tw

七、營業地址：115 臺北市南港區園區街 3-1 號 13 樓

#### Article 1 Company information

1. License number issued by the competent authority:  
Chin-Kuan-Yin-Piao-Tzu-09940000590
2. Company name: EasyCard Corporation
3. Representative: Chen Ting-ju
4. Complaint (customer service) method and service time:  
24-hour customer service hotline at: 412-8880 (add 02  
when calling on mobile phones or from Kinmen or Matsu) or  
smart customer service platform on:  
https://reurl.cc/02MZ0o
5. Complaint (customer service) email:  
service@easycard.com.tw
6. Website: https://www.easycard.com.tw
7. Business address: 13F, No. 3-1, Park Street, Nangang  
District, Taipei City 115

#### 第二條 定義

本契約中之用詞定義如下：

- 一、電子支付帳戶（即悠遊付）：指以網路或電子支付平臺為中介，接受使用者註冊與開立記錄支付款項移轉及儲值情形，並利用電子設備以連線方式傳遞收付訊息之支付工具。
- 二、儲值卡（即悠遊卡）：指具有資料儲存或計算功能之晶片、卡片、憑證等實體或非實體形式發行，並以電子、磁力或光學等技術儲存金錢價值之支付工具。
- 三、使用者：指與本公司簽訂契約，利用電子支付帳戶或儲值卡，移轉支付款項或進行儲值者。
- 四、特約機構：指與本公司簽訂契約，約定使用者得以電子支付帳戶或儲值卡支付實質交易款項者。
- 五、押金制儲值卡（即押金制悠遊卡）：指卡片所有權為本公司所有，由本公司租賃予使用者並要求使用者繳付押金，用以擔保使用者妥善保管或返還卡片之儲值卡。
- 六、記名式儲值卡（即記名式悠遊卡）：指卡片僅限記名之使用者本人使用，並經本公司依法確認使用者身分之儲值卡。
- 七、代理收付實質交易款項：指本公司接受付款方基於實質交易所移轉之款項，並經一定條件成就、一定期間屆至或付款方指示後，將該實質交易之款項移轉予收款方之業務。
- 八、收受儲值款項：指本公司接受付款方預先存放款項，並利用電子支付帳戶或儲值卡進行多用途支付使用之業務。
- 九、國內外小額匯兌：指本公司依付款方非基於實質交易之支付指示，利用電子支付帳戶或儲值卡進行一定金額以下款項移轉之業務。
- 十、存款帳戶：指使用者於註冊電子支付帳戶或提領電子支付帳戶款項時，指定之同一使用者於金融機構開立相同幣別之活期存款帳戶。
- 十一、專用存款帳戶：指本公司應依法於銀行開立，專用以儲存使用者支付款項之活期存款帳戶。
- 十二、電子文件：指文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
- 十三、約定連結存款帳戶付款：指本公司辦理電子支付機構業務，依使用者與開戶金融機構間之約定，向開戶金融機構提出扣款指示，連結該使用者存款帳戶進行轉帳，由本公司收取支付款項，並於該使用者電子支付帳戶或儲值卡記錄支付款項金額及移轉情形之服務。
- 十四、支付款項，指下列範圍之款項：
  - （一）代理收付款項：代理收付實質交易款項服務及國內外小額匯兌服務所收

取之款項。

(二) 儲值款項：收受儲值款項服務所收取之款項。

十五、多用途支付使用：指電子支付帳戶或儲值卡內之儲值款項，得用於支付電子支付機構以外之人所提供之商品或服務對價、政府部門各種款項及其他經主管機關核准之款項。

但不包括下列情形：

(一) 僅用於支付交通運輸使用，並經交通目的事業主管機關核准。

(二) 僅得向發行人所指定之人請求交付或提供商品或服務之商品（服務）禮券。

(三) 各級政府機關（構）發行之儲值卡或受理開立之電子支付帳戶，其儲值款項由該政府機關為付款方預先存放。

十六、跨境業務：指本公司依「與境外機構合作或協助境外機構於我國境內從事電子支付機構業務相關行為管理辦法」規定，所提供之電子支付機構業務相關服務。

## Article 2 Definitions

The terms used in this Agreement are defined as follows:

1. Electronic payment account (i.e., EasyWallet): Refers to the payment instrument that accepts user registration and issues records for payments, funds transfer, and stored value, using an internet or electronic payment platform as an intermediary, and using electronic devices connected online to transmit receipt and payment information.
2. Stored value card (i.e., EasyCard): Refers to the payment instrument that is issued in physical or non-physical forms (e.g., chips, cards and certificates) with data storage or computing functions, using electronic, magnetic, optical, or other technologies to store monetary value.
3. User: Refers to a person who signs a contract with the Company to transfer funds or store value by using an electronic payment account or a stored value card.
4. Contracted institution: Refers to an institution that has signed a contract with the Company stipulating that users may pay for actual transactions by using electronic payment accounts or stored value cards.
5. Deposit-based stored value card (i.e., deposit-based EasyCard): Refers to a stored value card, the ownership of which belongs to the Company, and which is leased to the User by the Company, requiring the User to pay a deposit to ensure that the User will properly safekeep the card or return the card.
6. Registered stored value card (i.e., registered EasyCard): Refers to a stored value card that can only be used by the registered user whose identity has been verified by the Company in accordance with the law.
7. Payment collection and making payments for actual transactions as an agent: Refers to the service in which the Company accepts the funds transferred by the payer based on actual transactions, and further transfers such funds for actual transactions to the payee after the fulfillment of certain conditions, upon the expiry of a specific period, or based on the payer's instructions.
8. Accepting deposited funds as stored value: Refers to the service in which the Company accepts pre-deposited funds from payers, who can use electronic payment accounts or stored value cards to make multi-purpose payments.
9. Domestic and foreign small-value remittance: Refers to the service in which the Company, not based on an actual transaction, uses electronic payment accounts or stored value cards to transfer funds of a certain amount or lower in accordance with

- the payer' s payment instructions.
10. Deposit account: Refers to a current deposit account designated by the User and opened by said user with a financial institution in one currency when registering an electronic payment account or withdrawing funds from the electronic payment account.
  11. Dedicated deposit account: Refers to a current deposit account that the Company is required, in accordance with the law, to open with the bank, and which is dedicated to storing funds paid by the User.
  12. Electronic documents: Refers to texts, sounds, pictures, images, symbols, and other materials produced by electronic or other means that cannot be directly recognized by human perception, the creation of which is sufficient to constitute a record of their intention, and which are intended for use in electronic processing.
  13. Agreed linked deposit account for payment: Refers to the service provided by the Company for undertaking the electronic payment institution service, to give the designated financial institution instructions to deduct the funds in accordance with the agreement between the User and the designated financial institution, thereby linking said user' s deposit account to conduct the funds transfer to the Company as payment collection. The payment amount and funds transfer shall be recorded in said user' s electronic payment account or stored value card.
  14. Collected funds: Refers to funds collected within the following scope:
    - (1) Payment collection and making payments as an agent: The funds collected in rendering the payment collection service and making payments for actual transactions as an agent, as well as domestic and foreign small-value remittance services.
    - (2) Stored value funds: The funds collected in rendering the service of accepting deposited funds as stored value.
  15. Use of multi-purpose payments: Refers to the stored value funds in electronic payment accounts or stored value cards, which can be used to pay for goods or services provided by persons other than electronic payment institutions, for fees to government departments, and for other items approved by the competent authority.

However, such use shall not include the following circumstances:

    - (1) Where the stored value funds may only be used to pay for transportation, which has been approved by the competent authority in charge of transportation.
    - (2) Where the stored value funds are in gift certificates for products (services) that only persons designated by the issuer may be requested to deliver or provide such products (services).
    - (3) Where it is a stored value card issued by or an electronic payment account applied to and opened by any level of government agency (institution), in which the stored value funds are pre-deposited by the government agency for the payer.
  16. Cross-border service: Refers to a service related to the electronic payment institution business provided by the Company in accordance with the provisions of the Regulations Governing Cooperating with or Assisting Foreign Institutions in Engaging in Activities Associated with Electronic Payment Business within the Territory of the Republic of China.

### 第三條 同意事項

本公司及使用者同意下列事項：

- 一、本服務包括
  - (一)代理收付實質交易款項。
  - (二)收受儲值款項。
  - (三)辦理國內外小額匯兌（僅國內新臺幣小額匯兌）。
  - (四)提供儲值卡儲存區塊或應用程式供他人運用。
  - (五)提供電子發票系統及相關增值服務（經財政部許可之相關服務）。
  - (六)提供商品（服務）禮券或票券價金保管及協助發行、販售、核銷相關服務。
  - (七)經主管機關許可之業務。
- 二、本公司應依本契約提供本服務所生之爭議負責，使用者與特約機構間之其他交易與本服務無關者，依雙方間之法律關係辦理。
- 三、本公司與使用者得以電子文件為表示方法。
- 四、本公司於使用者提領支付款項時，不得以現金支付，應將提領款項轉入該使用者之金融機構相同幣別存款帳戶。但主管機關另有規定者，從其規定。
- 五、使用者支付款項儲存於專用存款帳戶，所生孳息或其他收益之歸屬及運用依相關法令之規定。
- 六、使用者使用本服務如應辦理外匯申報，使用者同意依中央銀行相關法規辦理。
- 七、使用者不得非法利用本服務，亦不得提供電子支付帳戶或儲值卡供非法使用。使用者如有違反，應負法律責任。
- 八、使用者於本公司開立一個以上之電子支付帳戶時，各帳戶收款及付款金額不得超過該帳戶類別之限額，歸戶後總限額不得超過該使用者註冊及開立電子支付帳戶中最高類別之限額。（本公司目前限制一個使用者於本公司僅能開立一個電子支付帳戶）
- 九、本公司提供使用者以約定連結存款帳戶付款進行自動儲值服務，或以電子支付帳戶對儲值卡進行自動儲值服務，應與使用者約定每筆及每日自動儲值之限額，並提供使用者調整限額及停止自動儲值之機制。
- 十、使用者同意本公司得於法令許可特定目的範圍內，自行或委託第三人蒐集、處理及利用個人資料，且同意本公司得於法令許可範圍內向財團法人金融聯合徵信中心（以下簡稱聯徵中心）及其他有關機構查詢使用者資料，並將前述資料及交易往來紀錄交付或登錄於聯徵中心或其他依法令應交付或登錄之機構。
- 十一、本公司辦理使用者電子支付帳戶之支付款項退款作業時，除使用者之原支付方式為信用卡刷卡外，款項將退回至使用者之電子支付帳戶，但電子支付帳戶儲值餘額仍應符合本契約第五條之規定；如本公司無法按前述方式辦理退款作業時，使用者應另外提供本人之存款帳戶，本公司於查驗無誤後，將退款轉入該存款帳戶，不得以現金支付。
- 十二、使用者如為未成年人，本公司得於法定限額內調整（降低）電子支付帳戶代理收付實質交易款項、儲值或國內外小額匯兌之交易限額，法定代理人亦得申請調整（降低）前述交易額度及申請未成年人使用者之電子支付帳戶之往來交易資料及其他相關資料。
- 十三、未成年人於成年後，本公司得於法定限額內主動將電子支付帳戶代理收付實質交易款項、儲值或國內外小額匯兌之交易限額調整為與成年人相同。
- 十四、如因本公司處理錯誤或系統設備故障等原因，致發生款項誤入使用者電子支付帳戶、儲值卡或溢付情事者，一經發現，使用者同意授權本公司得自使用者電子支付帳戶或儲值卡中扣還及更正帳戶紀錄，並於事後以電話或簡訊或本服務行動裝置 APP（下稱本服務 APP）推播之方式通知使用者。倘電子支付帳戶或儲值卡中款項已不足扣還，一經本公司通知，使用者應立即返還或立即補足電子支付帳戶或儲值卡款項。

### Article 3 Things Agreed To

The Company and the User agree to the following:

1. This Service includes:
  - (1) Payment collection and making payments for actual transactions as an agent.
  - (2) Receiving stored value funds.
  - (3) Engaging in domestic and foreign small-value remittances (domestic



- small-value remittances in New Taiwan Dollars only).
- (4) Providing stored value card storage blocks or applications for others to use.
  - (5) Providing an electronic receipt system and related value-added services (related services as approved by the Ministry of Finance).
  - (6) Providing payment custody for gift certificates or coupons for products (services), and assisting in related services such as the issuing, selling, and writing-off thereof.
  - (7) Services approved by the competent authority.
2. The Company shall be responsible for the disputes arising from the provision of the Service in accordance with the Agreement. Other transactions between the User and contracted institutions shall have nothing to do with the Service, and shall be handled in accordance with the legal relationship between those two parties.
  3. The Company and the User may use electronic documents as a means of presentation.
  4. When the User withdraws the collected funds, the Company shall not pay in cash, but shall transfer the withdrawn funds to said User' s deposit account in the same currency with the financial institution instead. However, the foregoing provisions shall not apply where the competent authority has stipulated otherwise.
  5. Collected funds paid by the User shall be deposited in the dedicated deposit account, and the attribution and application of any yields generated or other proceeds shall be handled in accordance with the laws and regulations.
  6. If the User shall go through the foreign exchange declaration when using the Service, the User agrees to proceed with such in accordance with the Central Bank' s regulations.
  7. The User shall not engage in illegal use of the Service, nor shall the User provide the electronic payment account or stored value card for illegal use. In the event of such violation, the User shall be held legally responsible.
  8. When the User opens one electronic payment account or more with the Company, the amount received and paid in each account shall not exceed the limit for the account type. The total limits thereof shall not exceed the highest limit for the type of the electronic payment accounts registered and opened by said User. (Currently, the Company restricts it such that one user may only open one electronic payment account with the Company.)
  9. The Company provides the User with the automatic stored value service paid via an agreed linked deposit account, or with the automatic stored value service on a stored value card via an electronic payment account. The Company shall agree with the User on the limits for the automatic stored value, both per attempt and per day. It shall also provide a mechanism for the User to adjust the limit and to stop the automatic stored value service.
  10. The User agrees that the Company may, by itself or by commissioning a third party, collect, process, and use personal data within the scope of the specific purposes permitted by laws and regulations. The User also agrees that the Company may inquire, within the scope permitted by laws and regulations, about the User' s information from the Joint Credit Information Center (hereinafter, the "JCIC" ) and other relevant institutions, and deliver or register the aforementioned data as well as transaction records to or with the JCIC or other institutions that such data and records shall be delivered to or registered with in accordance

- with laws and regulations.
11. Other than where the User's original payment method was credit card swiping, when the Company conducts a payment refund operation for the User's electronic payment account, the funds shall be refunded to the User's electronic payment account, provided that the stored value balance of the electronic payment account shall still conform to the provisions of Article 5 of this Agreement; if the Company cannot carry out the refund operation in the aforementioned manner, the User shall provide another of his/her deposit accounts. The Company shall transfer the refund to said deposit account after it has been verified to be correct, and cash payment shall not be allowed.
  12. If the User is a minor, the Company may, within the statutory limit, adjust (lower) the funds transaction limit for payment collection and making payments for actual transactions as an agent, stored value, or domestic and foreign small-value remittances of the electronic payment account. The legal representative may also apply for adjustment (lower) of the aforesaid transaction limits and apply for the transaction data and other related materials of the electronic payment account used by the minor.
  13. After the minor reaches adulthood, the Company may, within the statutory limit, voluntarily adjust the funds transaction limit for payment-collection and payment-making for actual transactions as an agent, stored value, or domestic and foreign small-value remittances of the electronic payment account to be the same as that for adults.
  14. If the Company has mistakenly transferred or has overpaid the funds into the User's electronic payment account or stored value card due to processing error or system and equipment failure, etc., upon discovery, the User agrees to authorize the Company to recover such funds from and correct the account record in the User's electronic payment account. In addition, the Company shall afterwards notify the User thereof by phone call, text message, or push notification on the Service's mobile device app (hereinafter, the "Service app"). If the funds in the electronic payment account or stored value card are insufficient to be recovered, the User shall immediately return or immediately make up the funds in the electronic payment account or stored value card once notified thereof by the Company.

#### 第四條 身分資料確認

本公司應留存確認使用者身分程序所得資料及執行各項確認使用者身分程序之相關紀錄，留存期間自業務關係結束後至少五年。但其他法規有較長規定者，依其規定。使用者變更身分資料時，亦同。

使用者應確認註冊或辦理儲值卡記名作業時提供及留存之資料正確且真實，並與當時情況相符，如該等資料嗣後有變更，應立即通知本公司。

本公司確認使用者身分時，使用者有金融機構防制洗錢辦法第四條所定之各款情形之一者，不得申請本服務。

使用者對於本公司為確認使用者身分所依法令執行之程序有協助配合義務。對於未配合確認身分之使用者，本公司應暫停其交易功能。

#### Article 4 Verification of identity information

The Company shall retain the materials obtained from the User in the identity verification process as well as records related to the implementation of various user identity verification processes for a retention period of at least five years after the end of the business relationship. However, if there are provisions in other laws and

regulations that prescribe a longer retention period, such provisions shall prevail. The same provisions shall apply in the event of a change in the User identity information.

The User shall confirm that the information provided and retained is correct and true and consistent with the current situation when registering or entering the name and other details in the stored value card. If such information is changed subsequently, the Company shall be notified thereof immediately.

When the Company carries out the user identity verification, a User to whom one of the circumstances specified in Article 4 of the Regulations Governing Anti-Money Laundering of Financial Institutions shall not be allowed to apply for the Service.

The User shall be obliged to assist and cooperate in the procedures implemented by the Company for the User identity verification in accordance with the law and regulations. For the User who fails to cooperate in the User identity verification, the Company shall suspend the transaction functions for the User.

#### 第五條 電子支付帳戶使用說明

本公司於「電子支付機構身分確認機制及交易限額管理辦法」(以下簡稱身分確認及交易限額辦法)所定之下列限額範圍內,依身分認證等級之不同,對使用者電子支付帳戶之各項交易訂定不同金額上限。超過限額規定之交易將無法完成:

##### 一、第一類電子支付帳戶:

- (一)每月累計代理收付實質交易款項之收款及付款金額,由本公司與使用者約定之。
- (二)儲值餘額以等值新臺幣十萬元為限。
- (三)國內外小額匯兌之每筆金額,以等值新臺幣十萬元為限。個人使用者辦理國內外小額匯兌之每月累計收款及付款金額,分別以等值新臺幣一百萬元為限;非個人使用者辦理國內外小額匯兌之每月累計收款及付款金額,分別以等值新臺幣一千萬元為限。

##### 二、第二類電子支付帳戶:

- (一)每月累計收款及付款金額,分別以等值新臺幣三十萬元為限。
- (二)儲值餘額以等值新臺幣五萬元為限。
- (三)國內外小額匯兌之每筆金額,以等值新臺幣五萬元為限。

##### 三、第三類電子支付帳戶:

- (一)每月累計代理收付實質交易款項之付款金額,以等值新臺幣三萬元為限。本公司得視風險承擔能力或使用者實際需要,提高每月累計代理收付實質交易款項之付款金額,但每月累計代理收付實質交易款項之付款金額,不得超過等值新臺幣十萬元,且每年累計代理收付實質交易款項之付款金額,以等值新臺幣三十六萬元為限。
- (二)儲值餘額以等值新臺幣一萬元為限。

第一類及第二類電子支付帳戶代理收付實質交易款項之收款功能須由本公司審核並核准後始得啟用。

使用者得透過本公司同意之方式,於電子支付帳戶存入儲值款項,若使用者利用信用卡進行儲值,儲值款項以新臺幣為限,且僅供代理收付實質交易款項使用,不得進行國內外小額匯兌或提領。

使用者瞭解並同意,本公司提供電子支付帳戶間國內外小額匯兌服務採立即移轉給付方式辦理,本公司於收到付款方支付指示後,將立即記錄移轉款項由付款方轉至收款方電子支付帳戶。付款方或收款方就該移轉款項有任何爭議,應由付款方及收款方間自行處理,本公司不將該筆款項列為爭議款項。

#### Article 5 Instructions for using electronic payment accounts

The Company shall set different caps for various transactions in the

User's electronic payment account in accordance with the different levels of identity authentication as well as within the following limits prescribed by the Regulations Governing Identity Verification Mechanism and Transaction Amount Limits of Electronic Payment Institutions (hereinafter, the Identity Verification and Transaction Limits Regulations). Transactions exceeding such limits shall not be completed:

1. Electronic Payment Account - Type 1:

- (1) The cumulative monthly amount of the funds collected and paid for actual transactions as an agent shall be agreed upon by the Company and the User.
- (2) The balance of the stored value shall be limited to an amount equivalent to NT\$100,000.
- (3) The amount for each domestic or foreign small-value remittance shall be limited to an amount equivalent to NT\$100,000. The cumulative monthly amounts for payment collection and payment-making for domestic and foreign small-value remittances made by the individual user shall be limited to an amount equivalent to NT\$1 million for payment collection and NT\$1 million for payment-making; the cumulative monthly amounts for payment collection and payment-making for domestic and foreign small-value remittances made by non-individual users shall be limited to an amount equivalent to NT\$10 million for payment collection and NT\$10 million for payment-making.

2. Electronic Payment Account - Type 2:

- (1) The cumulative monthly amount of the funds collected and paid shall be limited to an amount equivalent to NT\$300,000.
- (2) The balance of the stored value shall be limited to an amount equivalent to NT\$50,000.
- (3) The amount for each domestic and foreign small-value remittance shall be limited to an amount equivalent to NT\$50,000.

3. Electronic Payment Account - Type 3:

- (1) The monthly cumulative amount of payment-collection and payment-making for actual transactions as an agent shall be limited to an amount equivalent to NT\$30,000. The Company may increase the limit for the monthly cumulative payment amount of payment-collection and payment-making for actual transactions as an agent depending on the risk tolerance level or the actual needs of the User, provided that the monthly cumulative payment amount of payment-collection and payment-making for actual transactions as an agent shall not exceed an amount equivalent to NT\$100,000, and the annual cumulative payment amount of payment-collection and payment-making for actual transactions as an agent shall be limited to an amount equivalent to NT\$360,000.
- (2) The balance of the stored value shall be limited to an amount equivalent to NT\$10,000.

The payment collection function for Electronic Payment Account - Type 1 and Type 2 of payment collection and making payments for actual transactions as an agent shall be reviewed and approved by the Company before it can be activated.

The User may deposit the stored value funds in the electronic payment account in a manner approved by the Company. If the User uses a credit card to store value, the stored value funds shall be in New Taiwan Dollars only and shall only be used for payment-collection and payment-making for actual transactions as an agent. No domestic or foreign small-value remittances or withdrawal shall

be allowed.

The User understands and agrees that the Company provides domestic and foreign small-value remittance services between electronic payment accounts by means of immediate transfer for payment. After receiving the payment instruction from the payer, the Company will immediately record the transferred funds from the payer's electronic payment account to the receiver's electronic payment account. Any dispute between the payer or the payee over said transferred funds shall be handled by the payer and the payee themselves. The Company does not record said funds as the disputed funds.

#### 第六條 儲值卡使用說明

1. 使用範圍及有效期限
  - (一) 儲值卡僅得於標示本公司識別標幟之特約機構營業場所、網站或自動化服務設備使用；除押金制儲值卡得依本契約申請返還押金外，其餘卡片除法令或本契約另有規定外，使用者取得後不得要求退回購買儲值卡之價金。
  - (二) 本公司對儲值卡所儲存之金錢價值不得訂定使用期限，但本公司發行提供不限使用次數之儲值卡者，不在此限，惟應於儲值卡上記載使用期限及終止使用之處理方式。
  - (三) 本公司考量卡片之物理特性（如生命週期），原設定儲值卡之有效期限為 20 年；除卡片有毀損或無法順利感應等情況外，儲值卡如顯示到期或過期時，使用者仍得至本公司指定地點進行儲值卡展期，詳細展期方式及地點請參閱本公司官網>悠遊卡介紹>票卡 20 年過期處理方式；前述作業本公司得考量業務需求或使用者權益保障，保留展期與否或改以其他配套處理方式之權利（包括但不限：得訂定期限屆至時，使用者應依本公司之指示辦理換發新卡或辦理終止契約返還儲值餘額，用以汰換老舊儲值卡，以保障使用者使用權益，除購置新卡之費用由使用者負擔外，因卡片換發程序所生之其他費用，由本公司負擔）。
2. 儲值卡自動扣款之方法
  - (一) 使用者應按本公司公告之使用方式於儲值餘額內扣款支付交易帳款，儲值卡之扣款方式得依本公司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。
  - (二) 交易帳款逾儲值餘額時，該筆儲值卡交易不會完成，亦不會部分扣款，但下列情形者不在此限：
    1. 單次墊款使用者使用於「發展大眾運輸條例」所稱大眾運輸事業之費用。
    2. 本公司允許使用者同時提供現金或禮券補足該筆交易差額。
  - (三) 如因使用者同時攜帶二張以上之儲值卡（無論是否為同一電子支付機構所發行），致感應設備同時感應二張以上之儲值卡，造成重複扣款時，本公司應協助使用者解決爭議。
3. 儲值方式：使用者應於本公司設置或授權之人工服務櫃檯、自動化服務機器、網站或本服務 APP，就重複儲值式之儲值卡辦理儲值，並應即時確認儲值後儲值餘額是否正確。使用者如擅自變更儲值卡之資料或向其他第三人辦理儲值，本公司不負任何責任。
4. 儲值及交易限額
  - (一) 每張儲值卡之儲值餘額，以等值新臺幣一萬元為限。除雙方另有約定外，儲值卡之儲值餘額應以新臺幣為計價單位（元以下四捨五入）。
  - (二) 記名式儲值卡使用於網際網路交易之每月累計付款金額以等值新臺幣三萬元為限。同一使用者於本公司持有二張以上得使用於網際網路交易之儲值卡，其交易金額應合併計算，且歸戶後總交易金額不得超過該限額。
  - (三) 儲值卡之儲值餘額不計算利息。
  - (四) 附隨電子支付帳戶之儲值卡，其交易金額應與該電子支付帳戶交易

- 金額合併計算，且不得超過該電子支付帳戶類別之限額。
5. 儲值卡使用者有下列情形之一者，本公司在可確定儲值卡之金錢價值餘額且無疑義帳款，經進行鎖卡程序並扣除約定之手續費後，應返還儲值卡之餘額，惟使用者須支付寄送款項之郵資（或轉帳費）。若退款總金額超過新臺幣 3,000 元者，依法不得以現金返還，應將返還款項轉入使用者之存款帳戶或於本公司申請之電子支付帳戶：
    - (一) 記名式儲值卡使用者提示儲值卡或依本契約約定辦理掛失手續後，請求本公司終止契約者。
    - (二) 無記名式儲值卡使用者提示儲值卡向本公司申請終止契約者。
  6. 儲值卡之遺失、被竊或毀損滅失
    - (一) 無記名式儲值卡如有遺失、被竊、被搶、詐取或其他遭使用者以外之第三人占有之情形（以下簡稱遺失或被竊等情形）或滅失時，使用者不得掛失止付。
    - (二) 記名式及其他依法得掛失之儲值卡如有遺失或被竊等情形時，使用者應儘速以電話或於本服務網頁通知本公司或其他經本公司指定機構辦理掛失停用手續，並依第十一條繳交相關費用。本公司發現該儲值卡涉嫌詐騙、洗錢等不法情事時，應於受理掛失手續日起十日內通知使用者，要求使用者於收受通知日起五日內向當地警察機關報案，惟如使用者有不可抗力事由（如天災、事變等），以該事由結束日起算五日。
    - (三) 記名式及其他依法得掛失之儲值卡使用者依前款規定以電話或於本服務網頁通知掛失，即視為完成掛失手續，自完成掛失手續後被冒用或盜用所發生之損失，應由本公司負擔。但依前款完成掛失手續後三小時內，就非線上即時交易被冒用或盜用所發生之損失，應由使用者自行負擔。
    - (四) 記名式及其他依法得掛失之儲值卡使用者於辦理掛失手續後，未提出本公司所請求之使用者身分確認文件、無故拒絕協助本公司調查、未依第二款所定期間內向當地警察機關報案並提出已報案之證明者，經本公司催告到達五日內，使用者仍未提出前開文件而生之冒用或盜用損失，應由使用者自行負擔。
    - (五) 儲值卡如有毀損，或記名式及其他依法得掛失之儲值卡有遺失或被竊等情形或滅失情事時，使用者得申請本公司換發或補發儲值卡。但本公司如有正當理由，得不發給相同卡面圖案、卡片材質、形狀、大小之儲值卡。
    - (六) 儲值卡如有毀損，或記名式及其他依法得掛失之儲值卡有遺失或被竊等情形或滅失情事，而其原因係由於本公司或特約機構所致者，不得向使用者請求支付儲值卡換發工本費。
  7. 大量購卡規範及銀行服務  
同一使用者購買儲值卡達法令或主管機關規定之一定數量或金額者，應配合公司要求提供身分證明文件，本公司並得依法加以記錄或進行必要之身分確認程序。本公司對於是否同意任何個人、團體或組織所提出大量、多次、高價值或重複購卡之需求，具有最終決定權。  
本公司與銀行合作提供自動加值服務，銀行就所提供的自動加值服務，可能設有獨立的附加條款及細則，在使用此等服務前，使用者應詳閱及決定是否同意有關條款及細則；使用者持有與本公司合作發行具儲值卡功能之卡片（例如：悠遊聯名卡），請向合作發行之機構查詢相關權利義務。
  8. 跨境業務
    - (一) 本公司提供本國籍使用者（限成年人）於我國境外使用記名式儲值卡（惟排除使用居留證完成記名作業之儲值卡）進行實體通路實質交易價金匯出之代理收付款項服務，並就前述服務所生款項匯出辦理結匯及外幣匯款服務，結匯金額不計入本公司或使用者當年累積結匯金額，使用者同意依中央銀行相關規定並由本公司代使用者辦理外匯申報及款項匯出。
    - (二) 使用者於我國境外之實體商店以記名式儲值卡支付購買以外幣計價之商品，係依即時匯率換算為新臺幣，並於使用者確認無誤後進行扣款，匯率為本公司合作銀行提供之牌告匯率，及合作境外機構提供之匯率交叉換算取得。

- (三) 依商店規定辦理退貨時，須持原交易之儲值卡辦理，其匯率係依原交易匯率；若退貨金額達儲值上限或儲值卡故障以致無法完成退貨交易時，由使用者將商品退回給商家，並請使用者持原交易憑證與本公司聯繫，由本公司協助處理退費。
- (四) 本公司僅提供具自動儲值功能之記名式儲值卡使用者，於我國境外進行自動儲值，於我國境外並不提供一般現金加值服務；當使用者所持卡片儲值餘額不足以支付當次消費時，即以自動儲值方式將一定之金錢價值進行儲值，自動儲值每次儲值金額為新臺幣 500 元或其倍數，單筆交易限自動儲值一次；每日儲值上限依發卡或所連結之金融機構規定為準。
- (五) 每一使用者之所有記名式儲值卡(以身份證字號歸戶)每日交易金額上限以未達新臺幣 50 萬元為限。
- (六) 使用者使用本公司所提供之儲值卡跨境支付服務除本項另有約定外，其餘權利義務均與本公司於國內提供之儲值卡代理收付實質交易款項服務相同，並依本契約規定辦理。

## Article 6 Instructions for using the stored value card

### 1. Scope of use and validity period

- (1) Stored value cards can only be used on the business premises, websites or automated service equipment of contracted institutions that display the Company's identification logo; except for deposit-based stored value cards, for which the User may apply for return of the deposit in accordance with this Agreement, with other cards, unless otherwise stipulated by laws or this Agreement, the User shall not request a refund of the purchase price of the stored value card after the acquisition thereof.
- (2) The Company shall not set a time limit for use of the monetary value stored in the stored value card, unless the Company issues a stored value card that provides unlimited use thereof. However, the validity period and the handling method for the termination of use shall be stated on the stored value card with unlimited use.
- (3) In consideration of the physical characteristics of the card (such as life cycle), the Company has set the original validity period of the stored value card as 20 years; unless the card is damaged, cannot be successfully sensed, or other such circumstances, the User may continue to go to the Company's designated location to extend the validity period for the stored value card. For the detailed extension method and location, refer to the Company's official website > "What is EasyCard?" > "How to deal with an EasyCard that is past its 20-year expiration date". With regard to the aforementioned operation, the Company may, considering the business needs or the protection of users' rights and interests, reserve the right to extend the validity period or otherwise adopt supporting methods (including but not limited to: when the card expires, the User shall follow the instructions of the Company for issuing a new card or to terminate the contract returning the stored value balance so as to replace the old stored value card, thereby protecting the User's rights and interests; except for the cost of purchasing a new card, for which the User shall be responsible, other costs incurred due to card replacement procedures shall be borne by the Company).

### 2. Methods for automatically debiting stored value cards

- (1) The User shall debit the stored value balance to pay the transaction price in accordance with the use methods announced by the Company. Debits to the stored value card may be conducted

- by means of online real-time transaction or other non-online real-time transaction, in accordance with the agreement between the Company and the contracted institution.
- (2) When the transaction price exceeds the stored value balance, said transaction via the stored value card will not be completed, and the card will not be partially debited, except in the following situations:
    - 1) The one-time advance used by the User for the cost of public transportation, as specified in the Act of Encouraging Public Transportation Development.
    - 2) The Company allows the User to simultaneously provide cash or gift certificates to make up the difference in the transaction price.
  - (3) If the User carries two or more stored value cards at the same time (whether issued by the same electronic payment institution or not) causing the sensor device to have concurrently sensed two or more stored value cards that result in repeated debit payments, the Company shall assist the User in resolving the dispute.
3. Stored value method: The User shall store the value of the reloadable stored value card at the manual service counter, automated service machine, website or the Service app set up or authorized by the Company, and shall immediately confirm whether the stored value balance is correct after adding value thereto. The Company shall not be held responsible for any changes in the data of the stored value card made by the User without permission or for any stored value carried out with other third parties.
4. Stored value and transaction limits
- (1) The stored value balance of each stored value card shall be limited to an amount equivalent to NT\$10,000. Unless otherwise agreed upon by both parties, the stored value balance of the stored value card shall be denominated in New Taiwan Dollars (rounded off to the nearest integer).
  - (2) The cumulative monthly payment amount for the use of registered stored value cards on internet transactions shall be limited to an amount equivalent to NT\$30,000. If the same user holds two or more stored value cards that can be used for internet transactions issued by the Company, the transaction amounts shall be calculated in combination. In addition, the total transaction amount after consolidating the accounts shall not exceed said limit.
  - (3) No interest shall accrue to the stored value card's stored value balance.
  - (4) For the stored value card linked to an electronic payment account, the transaction amount shall be calculated in combination with the transaction amount of the electronic payment account, and shall not exceed the limit for the type of the electronic payment account.
5. In the event that the User of the stored value card is in one of the following circumstances, the Company shall return the balance of the stored value card after going through the card lock procedure and deducting the agreed handling fee if the balance of the monetary value of the stored value card can be determined and there is no disputable account. However, the User shall pay the postage (or transfer fee) for sending the funds. If the total refund amount exceeds NT\$3,000, it shall not be



refunded in cash in accordance with the law, but shall be transferred to the User's deposit account or the electronic payment account applied for to the Company:

- (1) The User of the registered stored value card requests the Company to terminate the contract after presenting the stored value card or reporting the loss thereof in accordance with this Agreement.
  - (2) The User of the bearer stored value card presents the stored value card to apply to the Company for termination of the contract.
6. Loss, theft, damage or destruction of or to the stored value card
- (1) If the bearer stored value card is lost, stolen, robbed, defrauded, or otherwise possessed by a third party other than the User (hereinafter, the "Loss or Theft, etc.") or is eliminated, the User shall not report the loss thereof and suspend the payment.
  - (2) In case of the Loss or Theft, etc. of registered and other stored value cards, the User shall notify the Company or other institutions designated by the Company of proceeding with the reporting of the loss thereof and suspension of use as soon as possible by phone or on the website of the Service, and pay the fees in accordance with Article 11.

When the Company finds that the stored value card is suspected of involving fraud, money laundering and other illegal activities, it shall notify the User within ten days from the date of accepting the loss reporting and request the User to report the case to the local police agency within five days from the date of receipt of the notification. However, if the User encounters a force majeure event (such as natural disasters or incidents), the aforementioned five days shall be counted from the end date of the force majeure event.

- (3) When the User of registered and other stored value cards that are legally allowed to report the loss thereof reports the loss by telephone or on the website of the Service in accordance with the provisions of the preceding paragraph, he/she shall be regarded as having completed the loss reporting procedure. The loss incurred by fraudulent use or misappropriation after the completion of the loss reporting procedures shall be borne by the Company. However, the loss incurred by fraudulent use or misappropriation for non-online real-time transactions within three hours after completing the loss reporting procedures in accordance with the preceding paragraph shall be borne by the User.
- (4) After having reported the loss of registered and other stored value cards that are legally allowed to report the loss thereof, the User fails to submit the User identity verification document requested by the Company, refuses to assist the Company in investigation without any reason, fails to report to the local police agency within the period specified in Subparagraph 2 as well as provide proof of reporting, and still fails to submit the foregoing documents within five days after the Company's reminder notice is delivered, the User shall be responsible by him/herself for the loss of fraudulent use or misappropriation caused thereby.
- (5) If the stored value card is damaged, or the registered and other stored value cards that are legally allowed to report the loss thereof are lost or stolen or eliminate, etc., the User may

apply to the Company for a replacement or reissuance of the stored value card. However, if there are justifiable reasons, the Company may not issue a stored value card with the same card pattern, card material, shape and size.

- (6) If the stored value card is damaged, or the registered and other stored value cards that are legally allowed to report the loss thereof are lost or stolen or eliminate, etc. due to the Company or a contracted institution, the User shall not be requested to pay for the cost of the stored value card replacement.

#### 7. Bulk card purchase rules and banking services

If the same user purchases a certain quantity or amount of stored value cards stipulated by the law and regulations or the competent authority, he/she shall cooperate with the Company in its request to provide identity documents, and the Company may record or carry out necessary identification verification procedures in accordance with the law. The Company shall have the right to make the final decision on whether to agree to the demand for bulk, multiple, high-value or repeated card purchases made by any individual, group, or organization.

The Company cooperates with banks to provide automatic value-added services. Banks may have stipulated independent additional terms and conditions as well as rules for the automatic value-added services provided. Before using these services, the User must read them carefully and then decide whether to agree to the terms, conditions, and rules; the User holding a card with the function of a stored value card issued by the bank in cooperation with the Company (e.g., EasyCard co-branded credit card) shall check the relevant rights and obligations with the cooperative issuing institution.

#### 8. Cross-border business

- (1) The Company provides an agency payment service for users of ROC nationality (adults only) to use a registered stored value card outside our country (except for a stored value card that uses a residence permit to complete the registered operation) for actual transaction price outward remittances through physical channels, and handles foreign exchange settlement and foreign currency remittance services for the outward remittance arising from the aforementioned services. The amount of the foreign exchange settlement shall not be included in the cumulative foreign exchange settlement amount of the Company or the User in the current year. The User agrees that the Company will handle the foreign exchange declaration and outward remittance on behalf of the User in accordance with the regulations of the Central Bank.
- (2) When the User pays for goods denominated in foreign currency with a registered stored value card at a physical store outside our country, the transaction price shall be converted into New Taiwan Dollars in accordance with the real-time exchange rate, and the amount shall be deducted after the User confirms that it is correct. The exchange rate shall be obtained by cross calculation of the announced exchange rate provided by the Company's cooperative bank and the exchange rate provided by the cooperative institution abroad.
- (3) When returning goods in accordance with the store's rules, the User shall go through the procedure with the stored value card originally used for the transaction, and the exchange rate shall be based on the exchange rate for the original transaction; if the return amount reaches the stored value limit or the stored value card is out of order rendering it impossible to complete

the return transaction, the User shall return the product to the merchant and then contact the Company with the original transaction voucher, and the Company shall assist in processing the refund.

- (4) The Company only provides the User of registered stored value cards with automatic stored value function to automatically store value outside our country, and does not provide general cash top-up services outside our country; when the User's card stored value balance is insufficient for paying for the current consumption, a certain monetary value shall be stored automatically. The automatic top-up shall be in the amount of NT\$500 or its multiple per attempt, and a single transaction shall be limited to one automatic top-up. The maximum daily top-up amount shall be subject to the rules of the issuing or linked financial institution.
- (5) The daily transaction amount of all the registered stored value cards (with the consolidated account using the ID number) of each user shall be limited to no more than NT\$500,000.
- (6) Except as otherwise stipulated in this item, the other rights and obligations of the User using the stored value card for cross-border payment services provided by the Company shall be the same as those of the stored value card payment collection and making payments for actual transactions agency service provided at home by the Company, and shall be handled in accordance with the provisions of this Agreement.

#### 第七條 核對機制

電子支付帳戶交易核對機制：

- 一、本公司於每次處理使用者支付指示完成後，應以本服務 APP 通知使用者，使用者應核對處理結果有無錯誤。如有不符，應於本公司發出通知之日起四十五日內，以電子郵件或電話通知本公司查明。
- 二、本公司於收到使用者前款通知後，應即進行調查，並於通知到達本公司之日起三十日內，將調查之情形或結果以雙方約定之方式告知使用者。
- 三、本公司免費提供使用者隨時於本服務 APP 查詢一年內之交易紀錄及儲值紀錄，並應依使用者之請求，提供交易或儲值一年後未滿五年之交易紀錄或儲值紀錄。

儲值卡交易核對機制：

本公司應要求特約機構於使用者持儲值卡完成交易時，須以下列方式之一提供使用者確認交易紀錄：

- 一、提供可顯示儲值卡扣款金額及儲值餘額之交易憑證供核對。
- 二、於使用者完成交易時顯示當次扣款金額及儲值餘額，並由使用者自行選擇是否列印交易憑證。
- 三、於使用者完成交易時顯示當次扣款金額及儲值餘額，並由本公司提供使用者得事後自行查詢交易紀錄之管道。
- 四、於使用者完成交易後以簡訊、電子郵件、網路平臺、行動裝置應用程式或其他等方式通知使用者當次扣款金額及儲值餘額。

#### Article 7 Verification mechanism

Electronic payment account transaction verification mechanism:

The Company shall notify the User through the Service app after each processing of the User's payment instruction is completed, and the User shall check whether the processing result is correct. If there is any discrepancy, the Company shall be notified thereof by e-mail or telephone within 45 days from the date of the notice issued by the Company.

1. After receiving the notification from the User in the preceding paragraph, the Company shall conduct an investigation immediately,

and inform the User of the investigation status or results in a manner agreed upon by both parties within 30 days from the date the notification arrives at the Company.

2. The Company provides the User with free access to the Service app at any time to check the transaction history and stored value records within one year, and shall provide the transaction history or stored value records for the period from one year to no more than five years after the transaction or top up at the request of the User.

Stored value card transaction verification mechanism: The Company shall require the contracted institution to provide the User with a transaction confirmation record in one of the following manners when the User completes the transaction using the stored value card:

1. Providing a transaction voucher showing the debit amount and stored value balance of the stored value card for verification.
2. When the User completes the transaction, the current debit amount and stored value balance shall be displayed, and the User may choose whether to print out the transaction voucher.
3. When the User completes the transaction, the current debit amount and stored value balance shall be displayed, and the Company shall provide the User with a channel to check the transaction history afterwards by him/herself.

After the User completes the transaction, the User shall be notified of the current debit amount and stored value balance by text message, email, online platform, mobile device application, or other means.

#### 第八條 交易錯誤之處理

交易錯誤如係因不可歸責於使用者之事由所致者，本公司應協助使用者更正及提供必要協助。

交易錯誤如係因可歸責本公司之事由所致者，本公司應於知悉時立即更正，如屬電子支付帳戶或記名式儲值卡交易，並應同時以電子郵件或電話或簡訊或本服務 APP 推播之方式通知使用者。

使用者使用儲值卡支付鐵路、捷運(含輕軌)、腳踏車或其他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。

電子支付帳戶交易之錯誤如係因可歸責於使用者之事由所致者，倘屬使用者申請或操作轉入電子支付帳戶帳號或金額錯誤，致誤轉電子支付帳戶帳號或金額，經使用者通知後，本公司應立即協助處理下列事項：

- 一、依據相關法令提供該筆款項之明細及相關資料。
- 二、通知各該使用者協助處理。
- 三、回報處理情形予使用者。

#### Article 8 Handling of transaction errors

If the transaction error is caused by factors not attributable to the User, the Company shall assist the User in corrections and provide necessary assistance.

If the transaction error is caused by factors attributable to the Company, the Company shall correct the error immediately when it becomes aware of it. If the transaction is made via an electronic payment account or a registered stored value card, the User shall also be notified thereof simultaneously by email, phone call, text message, or push notification on the Service app.

When a user uses a stored value card to pay for railways, MRT (including light-rail), bicycles or other public transportation services billed by mileage and the card is locked, the process of unlocking the card shall be handled in accordance with the regulations of each transportation company.

If the transaction error of the electronic payment account is caused by factors attributable to the User, where the account number or amount entered by the User for applying for or operating the funds transfer to the electronic payment account is incorrect, resulting in the mistaken transfer to the electronic payment account with a wrong account number or amount, after being notified thereof by the User, the Company shall immediately assist in handling the following matters:

1. Provide the details and related information of said transaction in accordance with the laws and regulations.
2. Notify each user concerned to assist in the processing.
3. Report the processing status to the User.

第九條 電子支付帳戶帳號及記名式儲值卡之安全性與被冒用之處理

使用者對本服務所提供之帳號、密碼、憑證、記名式儲值卡或其他足以辨別身分之工具負有妥善保管之義務，不得以任何方式讓與或轉借他人使用。

本公司或使用者於發現第三人冒用或盜用使用者持有之電子支付帳號、密碼或憑證、記名式儲值卡等資料，或有其他任何未經合法授權之情形時，應立即以電子郵件或電話或簡訊或本服務 APP 推播之方式通知他方停止本服務並採取防範措施。本公司發現該電子支付帳號或儲值卡涉嫌詐騙、洗錢等不法情事時，應於受理通知日起十日內通知使用者，要求使用者於收受通知日起五日內向當地警察機關報案，惟如使用者有不可抗力事由（如天災、事變等），以該事由結束日起算五日。

記名式儲值卡使用者依前項規定通知，即視為完成掛失手續，完成掛失手續後，本公司應負擔之損失依第六條規定辦理。

使用者依第二項規定通知本公司前，其電子支付帳戶因第三人使用本服務已發生之損失，由本公司負擔。但有下列任一情形者，不在此限：

- 一、本公司可證明損失係因使用者之故意或過失所致。
- 二、使用者未於本公司以電子郵件或電話或簡訊或本服務 APP 推播之方式通知核對資料或帳單後四十五日內，就資料或帳單內容通知本公司查明；惟使用者有特殊事由（如長途旅行、住院等）致無法取得通知且經使用者提供相關文件者，以該特殊事由結束日起算四十五日。但本公司有故意或過失者，不在此限。

使用者依第二項規定通知本公司後，未提出本公司所請求之使用者身分確認文件、無故拒絕協助本公司調查、未於第二項所定期間內向當地警察機關報案並提出已報案之證明者，經電子支付機構催告到達五日內，使用者仍未提出前開文件而生之冒用或盜用損失，應由使用者自行負擔。

針對第二項冒用、盜用事實調查所生之費用由本公司負擔。

本公司應於本服務網頁明顯處，載明使用者帳號、密碼、記名式儲值卡等資料被冒用、盜用或發生其他任何未經合法授權時之通知方式，包含電話、電子郵件信箱等資訊，除有不可抗力或其他重大事由，受理通知之服務時間應為全年無休。

使用者同意於使用本服務時，本公司得就使用者登入資訊（包括網路 IP 位置與時間）、所為之行為及其他依法令應留存之紀錄予以詳實記錄。

Article 9 Security of electronic payment account numbers and registered stored value cards, and the handling of fraudulent use  
The User shall have the obligation to properly keep the account number, password, certificate, registered stored value card or other instruments sufficient to identify the identity provided by the Service, and shall not transfer or lend such to others for use in any way.

When the Company or the User finds that a third party has fraudulently used or misappropriated the electronic payment account number, password or certificate, registered stored value card and other information held by the User, or any other situation without legal authorization, they shall immediately notify the other party to stop the Service and take preventive measures by means of email, phone call, text message, or push notification via the Service app. When the Company finds that the electronic payment account or stored value card is suspected of involving fraud, money laundering and other illegal activities, it shall notify the User within ten days from the date of receipt of the notification, and request the User to report the case to the local police agency within five days from the date of receipt of the notification. If the User encounters the force majeure event (such as natural disasters and incidents), the foregoing five days shall be counted from the end date of the event.

If the User of the registered stored value card has notified thereof in accordance with the provisions of the preceding paragraph, it shall be regarded that the loss reporting procedure has been completed. After the loss reporting procedure is completed, the Company shall be responsible for the loss in accordance with the provisions of Article 6.

Before the User notifies the Company in accordance with Paragraph 2, the Company shall be responsible for the loss incurred to the User's electronic payment account due to the use of the Service by a third party. However, the foregoing provisions shall not apply in any of the following circumstances:

1. The Company can prove that the loss was caused by the intention or negligence of the User.
2. The User fails to notify the Company of the content of the data or bill within 45 days for investigation after the Company has notified the User of verifying the data or bill by email, phone call, text message, or the push notification on the Service app; however, except for the Company's intention or negligence, if the User has special reasons (such as long-distance travel or hospitalization) that make it impossible for him/her to obtain notification, for which the User has provided relevant documents, the 45 days shall be counted from the end date of said special reason.

After having notified the Company thereof in accordance with Paragraph 2, the User fails to submit the User identity verification document requested by the Company, refuses to assist the Company in investigation without any reason, fails to report to the local police agency within the period specified in Paragraph 2 as well as provide proof of reporting, and still fails to submit the foregoing documents within five days after the Company's reminder notice is delivered, the User shall be responsible by him/herself for the loss of fraudulent use or misappropriation caused thereby.

The costs arising from the fact investigation of the fraudulent use and misappropriation in Paragraph 2 shall be borne by the Company.

The Company shall clearly state at the prominent place on the website of the Service the notification methods, including phone calls, e-mails, and other information for reporting the case that the User

account, password, registered value card and other information are fraudulently used, misappropriated or any other unauthorized authorization occurs. Unless there is a force majeure event or other major factors, the service time for accepting such notification shall be the whole day throughout the year without rest.

The User agrees that when using the Service, the Company may record the User's login information (including the network IP location and time), the behavior and other records that shall be kept in detail in accordance with the law and regulations.

第十條 資訊系統安全、控管與責任

為確保使用者之傳輸或交易資料安全，本公司辦理本服務之資訊系統標準及安全控管作業基準，應符合「電子支付機構資訊系統標準及安全控管作業基準」（以下簡稱安控基準）之規定。

本公司於使用者登入電子支付帳戶平臺時應依安控基準之規定進行身分確認，當發生身分認證資訊錯誤時，本公司系統應依前項規定自動停止使用者使用本服務。使用者如擬恢復使用，應依約定辦理相關手續。

本公司及使用者均有義務確保所使用資訊系統之安全，防止非法進入系統、竊取、竄改、毀損業務紀錄或使用者個人資料。

本公司資訊系統之保護措施或資訊系統之漏洞所生爭議，由本公司就該事實不存在負舉證責任。如有不可歸責使用者之事由者，由本公司承擔該交易之損失。

Article 10 Information systems security, control and responsibility

In order to ensure the security of the User's transmission or transaction data, the Company's information system standards and security control operation standards for the Service shall conform with the provisions of the Regulations Governing the Standards for Information System and Security Management of Electronic Payment Institutions (hereinafter, the Information Security Standards).

When the User logs in to the electronic payment account platform, the Company shall verify the identity in accordance with the provisions of the Information Security Standards. When the identity verification information is incorrect, the Company's system shall automatically stop the User from using the Service in accordance with the provisions of the preceding paragraph. If the User intends to resume the use thereof, he/she shall go through the agreed-upon procedures.

Both the Company and the User shall be obliged to ensure the security of the information systems they use to prevent illegal access to the system, theft, tampering, and damage to business records or users' personal data.

For disputes arising from the protection measures of the Company's information system or loopholes in the information system, the Company shall not be responsible for bearing the burden of proof for the existence of such facts. If there are any factors not attributable to the User, the Company shall bear the loss of the transaction concerned.

第十一條 費用

使用者使用本服務時，本公司將依約定收費標準，向使用者收取各項費用

一、電子支付帳戶交易：

(一) 使用者同意授權本公司得直接於電子支付帳戶中扣除相關收費。

(二) 交易紀錄查詢手續費：除依本契約第七條第一項第三款免費提供使用者於本服務 APP 查詢一年內之交易紀錄外，若因使用者需向本公

司另行申請五年內之交易紀錄，收費標準為第一頁之工本費新臺幣 20 元，第二頁起每頁加收新臺幣 5 元。

(三)其餘各項費用之項目、計算方式及金額，以本公司業務服務網頁明顯處公告為準。

二、本公司得向儲值卡使用者收取以下費用或逕自儲值卡之儲值餘額及押金中扣抵：

(一)掛失補發及換發費用：

1. 記名式及其他依法得掛失之儲值卡如有遺失或被竊等情形，及卡片因毀損或使用者資料異動而需換發等情形，使用者申請補發或換發時，每次費用依下列方式收取：

- (1) 非與政府機關、學校、行動通信業務經營者或銀行結合發行之儲值卡，如掛失後不申請補發者，應收取掛失手續費新臺幣 20 元，使用者與本公司之契約關係即行終止；如申請掛失補發或換發者，費用為新臺幣 100 元。
- (2) 結合銀行發行之儲值卡，如掛失後不申請補發者，使用者與本公司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家銀行(發卡機構)約定條款定之，惟掛失補發費用上限為新臺幣 200 元。
- (3) 與政府機關、學校、行動通信業務經營者結合發行之儲值卡，如社福卡、學生證悠遊卡、電信悠遊卡等，如掛失後不申請補發者，應收取掛失手續費新臺幣 20 元，使用者與本公司之契約關係即行終止；如申請掛失補發或換發者，費用應依各相關單位規定辦理。

2. 本公司所發行之押金制儲值卡，得向使用者收取押金新臺幣 100 元。已支付押金之使用者得於向本公司返還儲值卡時，依本契約規範申請返還押金，惟押金制儲值卡經完成記名，如經使用者辦理掛失，其押金不予退還。另儲值卡有墊款金額未結清時，本公司得以押金抵償使用者對於本公司之未結清債務。若儲值卡因人為損毀或卡層被剝離、摺曲、切割、破損、塗寫或在儲值卡上以任何方式附加物品，本公司得依使用者使用票卡之期間，按下列比例自押金抵償儲值卡毀損費用後返還使用者，但如前揭毀損事由係因本公司或特約機構所致者，則不再另行向使用者收取費用。

- (1) 票卡使用未滿 2 年者，自押金抵償儲值卡毀損費用新臺幣 100 元。
- (2) 票卡使用達 2 年未滿 3 年者，自押金抵償儲值卡毀損費用新臺幣 60 元。
- (3) 票卡使用達 3 年未滿 4 年者，自押金抵償儲值卡毀損費用新臺幣 40 元。
- (4) 票卡使用達 4 年未滿 5 年者，自押金抵償儲值卡毀損費用新臺幣 20 元。
- (5) 票卡使用達 5 年以上者，無需自押金抵償儲值卡毀損費用。

(例：小悠使用押金制儲值卡已 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-抵償儲值卡毀損費用 60 元，故退還卡片押金 22 元。)

(二)終止契約作業手續費：儲值卡使用者向本公司申請終止契約退還全部儲值餘額時，應支付終止契約作業手續費新臺幣 20 元。但儲值卡使用五次(含)以上且滿三個月者，則免收手續費。〔例：小遊不欲繼續使用儲值卡，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=卡片餘額 100 元-終止契約作業手續費 20 元-掛號郵寄費用(例:28 元)=52 元。〕

(三)交易紀錄查詢手續費：使用者除得於本公司所提供自動化服務機器免費查詢儲值卡最近六筆交易紀錄及儲值餘額外，得依下列收費標準，親自向本公司申請提供五年內之書面儲值卡交易紀錄，收費標



準為第一頁之工本費新臺幣 20 元，第二頁起每頁加收新臺幣 5 元。

(例一：小悠申請書面查詢 8 月 1 日至 8 月 5 日儲值卡交易紀錄，經列印後共一頁，需支付工本費新臺幣 20 元。例二：小遊申請書面查詢 8 月 1 日至 12 月 25 日儲值卡交易紀錄，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：凡儲值卡一經辦理終止契約後立即鎖卡，無法再使用，如須續用且經本公司確認可續用者，須加收處理費新臺幣 50 元（但社福卡於各縣市政府另有規定者，從其規定）。
- (五) 記名服務費：儲值卡使用者向本公司申請卡片記名服務時，應支付記名費用新臺幣 50 元。
- (六) 啟用處理費：使用者如申請本公司與行動通信業務經營者合作發行之電信悠遊卡時，需辦理啟用作業，始可使用儲值卡之相關服務，並應支付啟用處理費新臺幣 100 元。

本公司調整本服務之各項費用，須於調整生效六十日前，於本服務網頁明顯處公告其內容，並以電子郵件或本服務 APP 推播等方式通知使用者後始生效力。但有利於使用者不在此限。

#### Article 11 Fees

When the User uses the Service, the Company shall charge the User fees in accordance with the agreed charging standard.

##### 1. Electronic payment account transactions:

(1) The User agrees to authorize the Company to debit the relevant charges directly from the electronic payment account.

(2) Transaction history inquiry fee:

Except for providing users with transaction history inquiry on the Service app within one year free of charge in accordance with Article 7, Paragraph 1, Subparagraph 3 of this Agreement, if the User additionally needs to apply to the Company for the transaction history within five years, the standard fee shall be NT\$20 for the first page, and an additional NT\$5 for each additional page from the second page onward.

(3) The items, calculation methods and amounts of other various expenses shall be subject to the announcement posted at the prominent place on the Company's business service website.

##### 2. The Company may charge the User of the stored value card the following fees or deduct them directly from the stored value balance and deposit of the stored value card:

(1) Loss reporting reissuance and replacement fees:

1) If the registered and other stored value cards that are legally allowed to report the loss thereof are lost or stolen, the card needs to be replaced due to damage or change of user information, etc., the User shall be charged the following fees for each application for reinsurance or replacement:

(i) For stored value cards that are not issued in conjunction with government agencies, schools, mobile communication business operators or banks, if no reissuance of such cards are applied for after reporting the loss thereof, a loss reporting fee in the amount of NT\$20 shall be charged, where the contractual relationship between the User and the Company shall forthwith be terminated; if an application for reissuance or replacement is made, the fee shall be in the amount of NT\$100.

(ii) For stored value cards issued in conjunction with banks, if the User does not apply for a reissuance

after reporting the loss thereof, the contractual relationship between the User and the Company shall forthwith be terminated; The actual fees of reissuing or replacing for the loss reporting shall be subject to the agreed terms with each bank (card issuing institution), provided that the upper limit of reissuing the card for the loss reporting shall be in the amount of NT\$200.

- (iii) For stored value cards issued in conjunction with government agencies, schools, and mobile communication business operators, such as Social Welfare EasyCard, Student ID EasyCard, Telecom EasyCard, etc., if no re-issuance of such cards are applied for after reporting the loss thereof, a loss reporting fee in the amount of NT\$20 shall be charged, where the contractual relationship between the User and the Company shall forthwith be terminated; if an application for reissuance or replacement is made for the loss reporting, the fee shall be subject to the regulations of the specific organization(s).
- 2) For the deposit-based stored value card issued by the Company, a deposit in the amount of NT\$100 may be charged to the User. The User who has paid the deposit may apply for the return of the deposit in accordance with the provisions of this Agreement when returning the stored value card to the Company. However, after the deposit-based stored value card has been registered and the User has reported the loss thereof, the deposit shall not be refunded. In addition, when the prepaid amount of the stored value card is not settled, the Company may use the deposit to offset the User's outstanding debt to the Company. If the stored value card is artificially damaged or the card layer is peeled off, bent, cut, damaged, scribbled on, or objects are attached to it in any way, the Company may return the deposit balance to the User after the deposit is used to offset the fee of damaging the stored value card in accordance with the period of using the stored value card by the User and in the following proportion. However, if the cause of the aforementioned damage is caused by the Company or a contracted institution, no additional fee shall be charged to the User.
- (i) If the stored value card has been used for less than 2 years, the fee in the amount of NT\$100 for damage to the stored value card shall be offset by the deposit.
  - (ii) If the stored value card has been used for more than 2 years but less than 3 years, the fee in the amount of NT\$60 for damage to the stored value card shall be offset by the deposit.
  - (iii) If the stored value card has been used for more than 3 years but less than 4 years, the fee in the amount of NT\$40 for damage to the stored value card shall be offset by the deposit.
  - (iv) If the stored value card has been used for more than 4 years but less than 5 years, the fee in the amount of NT\$20 for damage to the stored value card

- shall be offset by the deposit
- (v) If the stored value card has been used for 5 or more years, there shall be no need to use the deposit to offset the damage to the stored value card. (For example: Ms. You has been using the deposit-based stored value card for 2 years and 5 months. When returning the card, the balance of the card was NT\$18 in the negative because of the advance fare and the card was artificially damaged. The refund amount = deposit NT\$100 - NT\$18 for advance fare - NT\$60 for damage to the stored value card, so the card deposit in the amount of NT\$22 was be refunded.)
- (2) Contract termination handling fee: When the stored value card user applies to the Company to terminate the contract and return the entire stored value balance, he/she shall pay the contract termination handling fee in the amount of NT\$20. However, if the stored value card is used five times or more and has been used for three months or longer, the handling fee shall be exempted. (For example: Ms. You did not intend to continue to use the stored value card. When she returned the card, the balance of the card was in the amount of NT\$100 and a refund notice was required to be mailed by registered post. It was found that the card was not used for 5 times and no human damage was found. Thus, the refund amount = NT\$100 card balance - NT\$20 contract termination handling fee - registered post fee (for example: NT\$28) = NT\$52.)
- (3) Transaction history inquiry fee: In addition to the free inquiry of the last six transaction records and the stored value balance of the stored value card at the automated service machine provided by the Company, the User may also apply to the Company in person for written stored value card transaction records within the last five years in accordance with the following charging standards: NT\$20 for the first page, and additional NT\$5 per additional page from the second page onward.  
(Example 1: Ms. You applied for a written inquiry of the stored value card transaction history from August 1 to August 5. After printing, there was a total of one page, and the fee in the amount of NT\$20 was charged.  
Example 2: Ms. You applied for a written inquiry of the stored value card transaction history from August 1 to December 25. After printing, there were three pages in total. The fee is: First page NT\$20 + second page NT\$5 + third page NT\$5, totaling NT\$30.)
- (4) Card processing fee: The stored value card is locked immediately after the contract is terminated, which can no longer be used. If the User needs to renew the card, the renewal of which has been confirmed by the Company to be workable, an additional processing fee in the amount of NT\$50 shall be charged (however, the charge for the Social Welfare EasyCard is otherwise stipulated by each county or city government, such stipulations shall prevail).
- (5) Registration service fee: When applying for the stored value card registration service to the Company, the card user shall be charged the registration fee in the amount of NT\$50.
- (6) Activation processing fee: If the User applies for the Telecom EasyCard jointly issued by the Company and the mobile

communication business operator, the User needs to go through the activation operation before using the related services of the stored value card, and shall pay the activation processing fee in the amount of NT\$100.

In the event of adjustment of the various fees of the Service, the Company shall announce the content in a prominent place on the webpage of the Service 60 days before the adjustment takes effect. The adjustment shall take effect only after the Company notifies the User by email or push notification on the Service app, etc. However, the foregoing provisions shall not apply if it is otherwise favorable to the User.

#### 第十二條 匯率之計算

本公司辦理本服務境內業務，與境內使用者間之支付款項、結算及清算，得以新臺幣或外幣為之。

本公司辦理跨境業務或依本條例第十五條第二項規定經主管機關核准之相關行為，與境內使用者間之支付款項、結算及清算，得以新臺幣或外幣為之。對境外款項收付、結算及清算，以外幣為限。

本公司應於本服務網頁上揭示每日兌換匯率或每日兌換匯率所參考之銀行牌告匯率及合作銀行。

#### Article 12 Calculation of exchange rates

When the Company undertakes the domestic business of the Service, as well as the payment, settlement and clearing with domestic users, they may be processed in New Taiwan Dollars or foreign currency. When the Company undertakes cross-border business or engages in related activities approved by the competent authority in accordance with Paragraph 2 of Article 15 of the Act, as well as the payment, settlement and clearing with domestic users, they may be processed in New Taiwan Dollars or foreign currency. The collection, payment, settlement and clearing of overseas funds shall be in foreign currency only. The Company shall disclose on the website of the Service its daily exchange rate or the exchange rate announced by the bank which its daily exchange rate references and the cooperative bank.

#### 第十三條 使用者之保障

本公司對於儲值款項扣除依本條例第二十條提列準備金之餘額，併同代理收付款項之金額及押金制儲值卡之押金已依法全部交付信託。




本公司將上開款項交付信託時，該信託之委託人及受益人皆為本公司而非使用者，故信託業者係為本公司而非為使用者管理及處分信託財產。使用者就其支付款項，對本服務所產生之債權，有優先於本公司之其他債權人受償之權。

#### Article 13 User protection

The Company has deducted the reserve set aside in accordance with Article 20 of the Act from the stored value funds, the balance of which, together with the amount of the collection and payment agency as well as the deposit of deposit-based stored value cards have all been delivered to the trust in accordance with the law. When the Company delivers the aforementioned funds to the trust, the trustor as well as the beneficiary of the trust shall be the Company rather than the User. Therefore, the trust company manages and disposes of the trust property for the Company rather than the User. The User shall have the priority right over the other creditors of the Company with regard to the claim to be compensated arising from the Service in relation to his/her payments.

#### 第十四條 契約雙方之基本義務

本公司對於使用者與特約機構之往來交易資料及其他相關資料，應保守秘密。

但其他法律或主管機關另有規定者，不在此限。  
本公司應以善良管理人之注意為使用者處理使用電子支付帳戶及儲值卡交易款項之清償事宜，並為使用者處理在本公司或特約機構使用電子支付帳戶及儲值卡之交易。  
使用者於使用本服務前，應確認本服務網頁之正確網址，或透過官方軟體商店下載使用本服務 APP。使用者並應當瞭解、同意遵守本公司服務網頁及 APP 上公告之各項服務規範。  
使用者瞭解本公司將透過雙方約定之方式，通知使用者使用本服務之情形，故使用者應確保可即時依雙方約定之方式閱覽本公司之通知或登入本服務 APP 或本公司服務網頁進行查詢。  
使用者使用本服務時，應符合本服務所預設之目的，且不得違反本契約、中華民國法令或公序良俗，或不得侵害本公司或第三人合法權益。  
使用者購買或取得儲值卡，除押金制儲值卡外，本公司將不再擁有該儲值卡之所有權，惟本公司對前揭卡片（包含押金制儲值卡）均保留管理該卡片所載軟體及資料之權利。  
使用者應妥善保管及使用電子支付帳戶或儲值卡，不得以電子支付帳戶或儲值卡作為不合法交易之支付工具。  
電子支付帳戶及記名式儲值卡除本公司另有約定外，不得讓與、轉借、提供擔保或以其他方式轉讓予第三人或交其使用。  
使用者違反前二項約定仍完成交易者，使用者不得主張其因此交易完成之扣款或墊款無效。  
使用者不得以任何方法擅自偽造、變造儲值卡、改變本公司所發行儲值卡之原外觀或造型，包括但不限於擅自拆解儲值卡摘取晶片、天線及所儲存的軟體及資料，或摘取前揭晶片、天線等資料後，另行添附、加工、使用或運用；或向非經本公司授權之其他第三人購買或取得經擅自偽造、變造或改變外觀等之儲值卡。如因可歸責於使用者之事由而有違反前開約定之情事，致本公司蒙受或產生任何費用、支出、損失或損害者，本公司有權向使用者請求合理之費用及／或賠償，並得向使用者請求新臺幣一千元之違約金。  
若使用者持遭擅自偽造、變造或改變外觀等之儲值卡與本公司或經本公司授權之其他第三人進行交易者，本公司將不提供相關服務（包括但不限於加值、扣款、毀損換發、掛失、退還儲值餘款及退還押金 100 元等服務），如因上開情事致使用者無法完成交易或產生糾紛或爭議者，本公司亦不負任何責任。  
因使用者上述所有行為或容許任何人為上述所有行為，致本公司因此蒙受或產生任何費用、支出、損失或損害者，本公司有權向使用者請求合理之費用及／或賠償。  
除前開約定外，擅自偽造、變造儲值卡者應依法令規定自行負擔相關民、刑事責任。  
使用者辦理加值、扣款或退費時，本公司或特約機構人員有權要求使用者出示儲值卡，伊甲卡拒絕出示儲值卡或所出示之儲值卡未印有本公司識別標幟『』『』『』者，本公司或特約機構得拒絕提供相關服務。  
非經本公司書面同意，使用者不得以任何方式為自己或他人之利益，以儲值卡為載具、或就儲值卡儲存之資料或使用者使用儲值卡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。如因可歸責於使用者之事由而有違反前開約定之情事，致本公司蒙受或產生任何費用、支出、損失或損害者，本公司有權向使用者請求合理之費用及／或賠償，並得向使用者請求新臺幣一千元之違約金。

#### Article 14 Basic obligations of both parties to the contract

The Company shall keep confidential the transaction information and other related materials between the User and the contracted institution.

However, if other laws or the competent authority has provided otherwise, the foregoing provision shall not apply.

The Company shall, with the duty of care of a good manager, handle the settlement of transaction funds using electronic payment accounts and stored value cards for the User, and handle transactions using

electronic payment accounts and stored value cards with the Company or contracted institutions for the User.

Before using the Service, the User shall confirm the correct URL for the webpage of the Service, or download and use the Service app through the official software store. Users shall also understand and agree to abide by the service rules announced on the Company's service webpage and app.

The User understands that the Company will notify the User of the usage status of the Service through the means agreed upon by both parties. Thus, the User shall ensure that he/she can view the notice in real time issued by the Company in accordance with the method agreed upon by both parties or log in to the Service app or the Company's service webpage to make inquiries.

When the User uses the Service, he/she shall meet the preset purpose of the Service, and shall not breach this Agreement, the laws of the Republic of China or public order and good customs, nor infringe the legitimate rights and interests of the Company or a third party.

When the User purchases or acquires a stored value card, the Company shall no longer have the ownership of said stored value card except for the deposit-based stored value card. However, the Company shall reserve the right to manage the software and information contained in the aforementioned card (including the deposit-based stored value card).

The User shall properly safekeep and use the electronic payment account or stored value card, and shall not use the electronic payment account or stored value card as the payment instrument for illegal transactions.

Unless otherwise agreed upon by the Company, electronic payment accounts and registered stored value cards shall not be assigned, lent, subject to creation of guarantee, or otherwise transferred to a third party or handed over thereto for use.




If the User nonetheless completes a transaction in breach of the preceding two paragraphs, the User shall not claim that the debit or advance due to the completion of the transaction concerned is invalid.

The User shall not in any way without permission forge or alter the stored value card, nor change the original appearance or pattern of the stored value card issued by the Company, including but not limited to dismantling the stored value card without permission to extract the chip, antenna, and stored software and data, nor additionally attaching, processing, using or applying after extracting the data from the aforementioned chip, antenna, etc., nor purchasing or acquiring stored value cards from other third parties not authorized by the Company, which have been forged, altered or changed in appearance without authorization. In the event of a breach of the foregoing agreement due to factors attributable to the User, which causes the Company to be inflicted with or incur any expenses, expenditures, losses or damage, the Company shall have the right to demand reasonable fees and/or compensation from the User, and may demand a penalty in the amount of NT\$1,000 from the User.

The Company shall not provide related services (including but not limited to adding value, debiting, card replacement due to damage, loss reporting, refund of stored value balance, or refund of the NT\$100 deposit) if the User conducts transactions with the Company or other third parties authorized by the Company with a stored value card that has been forged, altered or changed in appearance without permission. If the User cannot complete a transaction or disputes or controversies arise due to the aforementioned circumstances, the Company shall not have any responsibility whatsoever for such.

If the Company is subject to or incurs any expenses, expenditures, losses or damage as a result of any of the aforementioned acts by the User, or by the User's allowing any person to carry out the aforementioned acts, the Company shall have the right to request reasonable fees and/or compensation from the User.

In addition to the foregoing agreement, those who forge or alter stored value cards without permission shall solely bear the civil and criminal responsibilities in accordance with laws and regulations.

When the User operates the function of adding value, debiting or refunding, the Company or the staff of the contracted institution shall have the right to ask the User to present the stored value card. The Company or the contracted institution may refuse to provide related services to any User who refuses to present his/her stored value card or the stored value card presented does not bear one of the Company's identification logos shown as “”, “”, and “”.

Without written consent from the Company, the User shall not, in any way for the benefit of him/herself or others, use the stored value card as a carrier, or attach, process, use, or utilize the data stored in the stored value card or the personal data of the User using the stored value card, etc. outside the scope of this Agreement. In case of a breach of the foregoing agreement due to factors attributable to the User, which causes the Company to be inflicted with or incur any expenses, expenditures, losses, or damage, the Company shall have the right to request reasonable fees and/or compensation from the User, and may also demand a penalty in the amount of NT\$1,000 from the User.

#### 第十五條 紀錄保存

本公司應留存使用者儲值卡之卡號、電子支付帳戶之帳號、交易項目、日期、金額、幣別及其他主管機關所規定應留存之必要交易紀錄至少五年。但其他法規有較長之規定者，依其規定；未完成之交易，亦同。

#### Article 15 Record preservation

The Company shall retain the card number of the User's stored value card, the account number of the electronic payment account, transaction items, dates, amounts, currency types and other necessary transaction records required by the competent authority for at least five years. However, if there are provisions in other laws and regulations that prescribe a longer retention period, such provisions shall prevail. The same provisions shall apply in the event of an uncompleted transaction.

#### 第十六條 客訴處理及紛爭解決機制

本公司應於本服務網頁載明本服務爭議採用之申訴及處理機制及程序。使用者

就本服務爭議，得以第一條所載之申訴（客服）方式及電子郵件信箱與本公司聯繫。

使用者與特約機構間因實質交易致生爭議時，經任一方請求，本公司應將爭議事項之內容通知他方。如係涉及商品或服務未獲特約機構提供之網路實質交易爭議，應由本公司及特約機構負舉證之責。

本公司於代理收付實質交易款項撥付前，使用者與特約機構間如對該交易發生任何爭議，經任一方依第一項所提及之爭議處理程序向本公司請求暫停撥付款項時，本公司得留存該款項，待確認雙方對於款項達成合意時，始將款項以約定之方式，無息撥付至特約機構之電子支付帳戶（或其金融機構存款帳戶）或退回至使用者之電子支付帳戶（或其金融機構存款帳戶）。

若特約機構或使用者就前項爭議，除依本公司爭議處理程序向本公司請求暫停撥付款項外，另提起調解、訴訟或仲裁，該爭議款項將保留至調解、訴訟或仲裁程序結束，待特約機構或使用者提出適當證明時，本公司方將款項以約定之方式，無息撥付至特約機構之電子支付帳戶（或其金融機構存款帳戶）或退回至使用者之電子支付帳戶（或其金融機構存款帳戶）。

#### Article 16 Handling customer complaints and dispute resolution mechanism

The Company shall specify the complaint and handling mechanism and procedures to be adopted regarding disputes over the Service on the Service's website. For disputes regarding the Service, the User may contact the Company through the complaint (customer service) channel and email address specified in Article 1.

In the event of a dispute arising from an actual transaction between the User and the contracted institution, upon the request of either party, the Company shall notify the other party of the content of the dispute. In the event of a dispute involving actual online transactions relating to goods or services that have not been provided with by a contracted institution, the Company and the contracted institution shall bear the burden of proof.

If there is any dispute between the User and the contracted institution over the transaction before the Company disburses the actual transaction payment on the payment agency service, where either party requests the Company to suspend the disbursement of said payment in accordance with the dispute handling procedures referred to in Paragraph 1, the Company may retain said funds. Only when it is confirmed that both parties have reached a consensus on said payment shall said payment be disbursed, in the agreed manner without interest, to the electronic payment account of the contracted institution (or its deposit account with a financial institution) or returned to the User's electronic payment account (or his/her deposit account with a financial institution).

With regard to disputes in the preceding paragraph, if the contracted institution or the User has separately filed a mediation, lawsuit or arbitration in addition to requesting the Company to suspend the disbursement of said payment in accordance with the Company's dispute handling procedures, the disputed payment shall be retained until the end of the mediation, lawsuit or arbitration proceedings. When the contracted institution or user provides proper proof, the Company shall, in the agreed manner and without interest, disburse the payment to the electronic payment account of the contracted institution (or its deposit account with a financial institution) or return said payment to the User's electronic payment account (or his/her deposit account with a financial institution).



第十七條 使用者資料之蒐集、處理及利用

本公司蒐集、處理及利用個人資料，應依個人資料保護法等相關法令規定辦理。但其他法律或主管機關另有規定者，不在此限。

使用者同意本公司得在必要範圍內（包含但不限於支付指示），將使用者之部分個人資料（包含但不限於姓名）揭露予與使用者交易的一方。

使用者同意悠遊卡股份有限公司蒐集處理及利用個人資料告知事項，詳細內容請參 <https://www.easycard.com.tw/personalized>。

Article 17 Collection, processing and use of user data

The collection, processing, and use of personal data by the Company shall be handled in accordance with the Personal Data Protection Act and other laws and regulations. However, if other laws or the competent authority provides otherwise, the foregoing provisions shall not apply.

The User agrees that the Company may, within the scope necessary (including but not limited to payment instructions), disclose a portion of the User's personal information (including but not limited to the name) to the transaction counterparty.

The User agrees to the notification matters related to the collection, processing, and use of personal data by EasyCard Corporation. For details, refer to <https://www.easycard.com.tw/personalized>.



第十八條 服務暫停事由與處理

本公司得基於下列原因而暫停提供本服務之全部或一部：

- 一、本公司對本服務之系統進行預定之維護、搬遷、升級或保養，應於七日前，於本服務網頁公告，並依雙方約定之方式通知使用者。但有緊急情事者，不在此限。
- 二、其他不可歸責於本公司之事由，如天災、停電、設備故障、第三人之行為。

本公司如因辦理本服務之資訊系統故障或其他任何因素致無法正常處理支付指示時，本公司應及時處理並依雙方約定之方式通知使用者。

有下列情形時，本公司所簽訂之特約機構或本公司就本服務相關作業委託之受託機構將無法提供使用者使用儲值卡交易：

- (一) 儲值卡為偽造、變造或有毀損、斷裂、缺角、打洞、扭曲或本契約第十四條規範之情事者。
- (二) 儲值卡有效期限屆至（本契約所規範例外情形除外）、業已辦理掛失或本契約已解除或終止者。
- (三) 本公司依本契約第六條已暫停使用者使用儲值卡之權利者。
- (四) 非本公司所規定得持有特定記名式儲值卡之使用者本人。
- (五) 特約機構或本公司將本服務之一部委託處理之受託機構之機器或網路連線設備等，不能讀取或辨識儲值卡資料者。
- (六) 使用者於特約機構或本公司就本服務之一部委託處理之受託機構營業時間以外時間要求交易者。
- (七) 本公司有具體事實合理懷疑使用者有非法或不正常交易之事者。
- (八) 使用者單筆交易超過 1500 元或當日交易累積超過 3000 元，惟繳納指定稅費（包含：繳納政府部門規費、稅捐、罰緩或其他費用及支付水費、電費、瓦斯費、電信服務費、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、計程車、公共自行車、公共汽機車）、停車等服務費用、依公益勸募條例辦理勸募活動之捐贈金、配合政府政策且具公共利益性質經主管機關核准者、支付特約機構受各級政府委託代徵收之規費、稅捐與罰緩、或受政府部門委託  服務費），或使用者所持有之卡片為本公司所發行外觀具有『  』圖示之晶片卡者，單筆交易金額及當日交易累積金額不受前述限制。

Article 18 Reasons for service suspension and handling

The Company may suspend the provision of all or part of the Service for the following reasons:

1. The Company shall announce the scheduled repair, relocation, upgrade or maintenance of the system of the Service on the website of the Service seven days in advance, and notify the User thereof in accordance with the method agreed upon by both parties. However, if there is an emergency, the foregoing provisions shall not apply.
2. Other factors not attributable to the Company, such as natural disasters, power outages, equipment failures, and acts of third parties.

If the Company cannot process the payment instruction normally due to the failure of the information system of the Service or any other factors, the Company shall deal with the situation in a timely manner and notify the User thereof in the manner agreed upon by both parties.

Under the following circumstances, the contracted institution signed with the Company or the institution commissioned by the Company for the operation of the Service shall not be able to provide the User with the transaction service using stored value cards:

- (1)The stored value card is forged, altered, damaged, broken, missing a piece, punched, twisted, or otherwise in a state specified in Article 14 of this Agreement.
- (2)The validity period of the stored value card has expired (except for the exceptions specified in this Agreement), a loss report has been made, or this Agreement has been cancelled or terminated.
- (3)The Company has suspended the User's right to use the stored value card, in accordance with Article 6 of this Agreement.
- (4)The User currently using the card is not the person registered in the stored value card and authorized by the Company to possess the specific registered stored value card.
- (5)The machine or network connection equipment, etc. of the contracted institution or the institution commissioned by the Company to handle part of the Service cannot read or identify the data contained in the stored value card.
- (6)The User requests a transaction outside the business hours of the contracted institution or the institution commissioned by the Company to handle part of the Service.
- (7)The Company is in possession of specific facts that reasonably imply that the User has engaged in illegal or abnormal transactions.

The User's single transaction amount exceeds NT\$1,500 or cumulative daily transactions exceed NT\$3,000. However, the single transaction amount as well as the cumulative daily transaction amount for the following payments shall not be subject to the foregoing restrictions: the payment for the designated taxes and fees (including: payments for administrative fees to government departments, taxes and levies, penalties or other fees, payments for water bills, electricity bills, and gas bills, telecommunications service bills, tuition and miscellaneous fees, medical bills, public transportation fare (as defined in Article 2 of the Act of Encouraging Public Transportation Development, as well as cable cars, taxis, public bicycles, buses and public motorbikes), parking and other service fees, donations for fundraising activities raised in accordance with the Charity Donations Destined For Social Welfare Funds Implementation Regulations, where it is in response to

government policies of a public-interest nature that is approved by the competent authority, payments to the contracted institution commissioned by governments at all levels to collect as an agent administrative fees, taxes and levies, and penalties, or service fee collection commissioned by government departments), or the card held by the User is a chip card issued by the Company with the icon “悠遊卡 SUPER CARD” shown in the appearance.

第十九條 因使用者事由所致之服務暫停

如有下列情形之一者，本公司應以電子郵件或電話或簡訊或本服務 APP 推播之方式通知使用者，並得依情節輕重，暫停其使用本服務之全部或一部：

- 一、使用者不配合核對或重新核對身分。
- 二、使用者有提交虛偽身分資料之虞。
- 三、有相當事證足認使用者利用電子支付帳戶從事詐欺、洗錢等不法行為或疑似該等不法行為。
- 四、屬偽冒註冊或記名者。
- 五、屬警示或衍生管制電子支付帳戶者。
- 六、使用者未經本公司同意，擅自將本契約之權利或義務轉讓第三人。
- 七、使用者依破產法聲請宣告破產或消費者債務清理條例請求前置協商、前置調解、聲請更生、清算程序，或依其他法令進行相同或類似之程序。
- 八、經相關機關或其他電子支付機構通報為非法之使用者。
- 九、經司法或相關機關以命令扣押電子支付帳戶款項或暫停使用者權限等。
- 十、使用者違反本契約第十四條第五項規定之情事。
- 十一、其他重大違反本契約之情事。

本公司於發現使用者為資恐防制法指定制裁之個人、法人或團體，以及外國政府或國際組織認定或追查之恐怖分子或團體者，本公司得暫停其使用本公司業務服務或終止與其之契約。對於未配合本契約第四條身分資料確認或重新確認身分者、對交易之性質與目的或資金來源不願配合說明等使用者、或有相當事證足認有利用電子支付帳戶從事詐欺、洗錢等不法行為或疑似該等不法行為者，本公司得暫停其使用本公司業務服務之全部或一部；其情節重大者，並得立即終止與使用者之契約。

Article 19 Suspension of services due to factors attributable to the User

In the event of any of the following circumstances, the Company shall notify the User thereof by email, phone call, text message or push notification on the Service app, and may suspend the use of all or part of the Service according to the severity of the situation:

1. The User fails to cooperate in identity verification or re-verification.
2. It is likely that the User might have submitted false identity information.
3. There is evidence sufficient to prove that the User has used the electronic payment accounts to engage in fraud, money laundering and other illegal acts or such illegal acts are suspected.
4. It is a counterfeit registration or entry of the name.
5. Where the electronic payment account has been listed as a *watchlist account* or derivative *watchlist account*.
6. The User has assigned the rights or obligations of this Agreement to a third party without the consent or permission of the Company.
7. The User has filed a petition for the declaration of bankruptcy in accordance with the Bankruptcy Act, the petition for preliminary negotiation, preliminary mediation, petition for rehabilitation, liquidation procedures in accordance with the Consumer Debt Clearance Statute, or has undergone the same or similar proceedings in accordance with other laws or regulations.

8. It has been reported by relevant agencies or other electronic payment institutions that the User has engaged in illegal activities.
9. The funds in the electronic payment account are seized or the User's authority is suspended, etc. by an order issued by judicial or other relevant authorities.
10. The User is in breach of the provisions of Article 14, Paragraph 5 of this Agreement.
11. Other material breaches of this Agreement.

When the Company discovers that the User is an individual, legal person or group designated for sanctions by the Counter-Terrorism Financing Act, as well as a terrorist or group identified or traced by a foreign government or international organization, the Company may suspend his/her/its use of the Company's business services or terminate the contract therewith. For the User that fails to confirm or re-confirm his/her/its identity in accordance with Article 4 of this Agreement, is unwilling to cooperate in explaining the nature and purpose of the transaction or the source of funds, or there is considerable evidence sufficiently to recognize that the User has used the electronic payment account to engage in fraud and money laundering and other illegal acts or such illegal acts are suspected, the Company may suspend his/her/its use of all or part of the Company's business services; if the circumstances are serious, the contract with the User may be terminated immediately.

#### 第二十條 契約之終止

電子支付帳戶使用者得以填妥悠遊付帳戶終止同意書並寄至本公司辦理終止本契約。記名式儲值卡使用者得以提示儲值卡或依本契約約定辦理掛失手續後終止本契約，無記名式儲值卡使用者得以提示儲值卡方式辦理終止本契約。

本公司終止本契約時，須於終止日三十日前以書面或約定方式通知使用者。

如使用者有前條之事由所致服務暫停情事之一且情節重大者，本公司得以約定之方式通知使用者終止本契約。

本契約終止後，除有爭議款項外，本公司應於合理期間返還使用者得自電子支付帳戶提領或自儲值卡取回之支付款項餘額及本公司事先收取並約定返還之款項。

除經主管機關同意外，本公司不得將本服務及因本服務所生之權利義務關係移轉予第三人。

#### Article 20 Termination of contract

The User of the electronic payment account may complete an EasyWallet Account Termination Consent Letter and send it to the Company to terminate this Agreement. Registered stored value card users may terminate this Agreement after presenting the stored value card or reporting the loss thereof in accordance with this Agreement. Bearer stored value card users may terminate this Agreement by presenting the stored value card.

When the Company terminates this Agreement, it shall notify the User in writing or in a way otherwise agreed upon 30 days prior to the termination date.

If the User has one of the factors for the suspension of services in the preceding article and the circumstances are serious, the Company may notify the User regarding termination of this Agreement in the agreed manner.

After the termination of this Agreement, except for the disputed funds, the Company shall return within a reasonable period the balance of the

payment that the User can withdraw from the electronic payment account or retrieved from the stored value card as well as the funds that the Company has collected in advance and agreed to return.

Except with the consent of the competent authority, the Company shall not transfer the Service as well as the rights and obligations arising from the Service to a third party.

#### 第二十一條 契約條款變更與其他約定

本契約之條款如有疑義時，應為有利於使用者之解釋。

本契約約款如有修改或增刪時，應於本服務網頁明顯處公告，如屬電子支付帳戶或記名式儲值卡，並應以電子郵件或本服務 APP 推播等方式通知使用者後，使用者於七日內不為異議者，推定承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以電子郵件或本服務 APP 推播之方式通知使用者，並於該電子郵件或本服務 APP 推播等方式以顯著明確文字載明其變更事項、新舊約款內容，及告知使用者得於變更事項生效前表示異議，使用者未於該期間內表示異議者，推定承認該修改或增刪約款；另告知使用者如有異議，應於得異議時間內通知本公司終止契約：

- 一、第三人冒用或盜用使用者帳號、密碼、憑證、記名式儲值卡或其他任何未經合法授權之情形，本公司或使用者通知他方之方式。
- 二、其他經主管機關規定之事項。

#### Article 21 Changes in contract terms and other agreements

If the terms and conditions of this Agreement are in doubt, they shall be interpreted in favor of the User.

If there are any revisions or additions or deletions of or to the terms and conditions of this Agreement, they shall be announced in the prominent place on the website of the Service. In the case of an electronic payment account or a registered value card, the User shall be notified thereof by e-mail or push notification on the Service app, etc. If the User fails to raise objection within seven days, it shall be presumed that such revisions or additions or deletions of or to this Agreement are accepted. However, if the following items are changed, the User shall be notified thereof by email or push notification on the Service app 60 days prior to the change; the changed item as well as the content of the old and new contract terms shall be clearly stated in said e-mail or the push notification on the Service app, etc.; and the User shall be informed of his/her right to raise objection before the change takes effect. If the User fails to raise any objection within said period, it shall be presumed that the revision or addition or deletion of the contract have been accepted; in addition, the User shall be notified that if there is any objection, the Company shall be notified thereof to terminate the contract within the objection period:

1. The method by which the Company or the User shall notify the other party in the event that a third party has fraudulently used or misappropriated the User's account number, password, certificate, registered value card, or any other circumstances in the absence of legitimate authorization.
2. Other matters prescribed by the competent authority.

#### 第二十二條 通知

使用者同意除本契約另有約定外，本公司依本契約所為之通知應以電子郵件或簡訊或本服務 APP 推播之方式送達使用者申請本服務時所提供之通訊資料。

使用者通訊資料如有變更，應立即於本服務網頁或以其他本公司提供之方式（包括但不限於電子郵件、電話或 APP 等）通知本公司。使用者如未依約定

方式通知變更通訊資料時，本公司依原留存之通訊資料所為之通知，推定已為送達。

#### Article 22 Notice

The User agrees that unless otherwise stipulated in this Agreement, the notice made by the Company in accordance with this Agreement shall be delivered to the place specified in the contact information provided by the User when applying for the Service by email or text message or push notification on the Service app.

If there is any change in the User's contact information, the Company shall be immediately notified thereof on the webpage of the Service or other means provided by the Company (including but not limited to email, telephone or app.). If the User fails to notify the change of the contact information in the agreed manner, the Company's notification based on the original retained contact information shall be presumed to have been served.

#### 第二十三條 作業委託他人處理

使用者同意本公司得依相關法令規定或經主管機關核准，將本服務之一部，委託第三人（機構）處理。

本公司依前項規定委託他人處理業務時，應督促並確保該等資料利用人遵照相關法令之保密規定，不得將該等有關資料洩漏予受託人以外之第三人。

受本公司委託之處理資料利用人，違反個人資料保護法規定，致個人資料遭不法蒐集、處理、利用或其他侵害使用者權利者，使用者得向本公司及受本公司委託之處理資料利用人請求連帶賠償。

#### Article 23 Outsourcing operations

The User agrees that the Company may commission part of the Service to a third party (institution) in accordance with the laws and regulations or upon approval by the competent authority.

When the Company commissions others to handle the business in accordance with the provisions of the preceding paragraph, it shall supervise and ensure that the Users of such information comply with the confidentiality provisions in the laws and regulations, and shall not disclose such information to third parties other than the commissioned party.

In the event that the data processor or user commissioned by the Company is in violation of the provisions of the Personal Data Protection Act, resulting in the illegal collection, processing, use or other infringement of the User's rights, the User may request joint and several compensation from the Company and the data processor or user commissioned by the Company.

#### 第二十四條 準據法與管轄法院

本契約準據法，依中華民國法律。

因本服務所生之爭議，如因此涉訟，雙方同意以台灣台北地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條或民事訴訟法第二十八條第二項、第四百三十六條之九規定小額訴訟管轄法院之適用。

#### Article 24 Governing law and competent court

For disputes arising from the Service, if any litigation is involved, both parties agree that the Taiwan Taipei District Court shall be the competent court of first instance. However, this shall not exclude Article 47 of the Consumer Protection Act and Article 28, Paragraph 2, nor Article 436-9 of the Taiwan Code of Civil Procedure regarding the competent court for small value claims.

第二十五條 契約之份數

本契約正本一式二份，由雙方當事人各執一份為憑。

Article 25 Number of contract counterparts

The original of this Agreement shall be made in duplicate, and each party shall hold one copy as proof.