

悠遊 VISA 金融卡約定條款(11308 版)

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

持卡人持用悠遊 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數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數價款時亦不予列入。

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 setoff 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 setoff 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.