

商務 Visa 金融卡約定事項

1 適用

使用Visa金融卡服務時應優先適用本條約定事項，次適用一般金融卡約定事項，如本條約定事項與一般金融卡約定事項有牴觸，以本條約定事項優先適用。持卡人之刷卡消費額度及刷卡功能需經持卡人申請後方得使用。

2 定義

本節所用名詞定義如下：

- (一) 「Visa金融卡」：指持卡人除得依金融卡契約為一般金融卡之使用外，並得以透過刷卡消費扣款的方式向特約商店取得物品、勞務或其他利益，而委託本行於該特約商店向本行請款時，將帳款自持卡人指定於本行開立之存款帳戶直接轉帳付款所使用之卡片。Visa金融卡無信用卡延後付款功能，亦無預借現金及透支消費功能。
- (二) 「持卡人」：客戶授權持有Visa金融卡並經本行同意核發Visa金融卡之自然人。
- (三) 「收單機構」：指經各信用卡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。
- (四) 「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Visa金融卡交易之商店。
- (五) 「每日刷卡消費額度」：如無其它特別約定時，係指本行核給持卡人每日累計使用Visa金融卡於國內外刷卡消費之最高限額。
- (六) 「扣款日」：指本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，並自持卡人指定之存款帳戶轉帳支付該款項之日。
- (七) 「結匯日」：指持卡人於國外持卡消費後，由本行或本行授權之代理人依各信用卡組織按約所列匯率，將持卡人之外幣應付帳款折算為新臺幣結付之日。
- (八) 「刷卡消費密碼」：指持卡人於進行以輸入密碼之刷卡消費交易時，所使用之密碼；與以一般金融卡使用自動櫃員機交易之密碼不同。

3 申請

- 3.1 客戶應將被授權人及其他相關資料據實填載於申請表格各欄，並依本行要求提出真實及正確之有關資料或證明文件；並於本行依規定及程序開立存款帳戶，指定為Visa金融卡於自動櫃員機提款及刷卡消費帳款直接轉帳付款之帳戶（以下稱為「指定轉帳付款帳戶」）。

- 3.2 Visa金融卡持卡人於原申請時填載資料之連絡地址、電話、職業或職務等有所變動時，客戶或持卡人本人應立即通知本行更正，並依本行之規定辦理變更。
- 3.3 年費：Visa金融卡免年費。
- 3.4 客戶之Visa金融卡，自申請日起逾2個月未領用者，本行得將Visa金融卡逕行註銷作廢，如欲重新申請，須酌收補發新卡手續費新臺幣壹佰元，並依重新申請新卡手續辦理。本項手續費及期間，本行得依據第18條所定之調整或修改方式隨時調整之。

持卡人應於新卡發卡後一年內執行開卡作業，逾期未開卡者，本行得逕自終止或取消持卡人之Visa金融卡。

如欲重新申請，須酌收補發新卡手續費新臺幣壹佰元。本項手續費及期間，本行得視需求隨時依第18條所定之調整或修改方式調整之。

4 客戶資料之使用及委外作業

參照主服務合約與台灣國家條款客戶資料之使用及委外作業

5 刷卡消費額度

- 5.1 Visa金融卡每日國內、外刷卡消費額度，其最高限額依本行就申請卡別及指定轉帳付款帳戶所核給的額度為限，惟每日國內、外刷卡消費金額仍不得超過指定轉帳付款帳戶內之可用餘額，並與國內外自動櫃員機提領限額分開計算，如持卡人因使用需要而需調整刷卡消費限額者須由客戶或有權人另外向本行申請，縱使實際刷卡消費金額仍未達指定轉帳付款帳戶存款餘額時，亦同。持卡人國外消費金額係以當地貨幣換算為等值新臺幣，以控制額度。
- 5.2 Visa金融卡每日累計國內外刷卡消費最高額度預設為新臺幣伍萬元。上開每日刷卡消費額度，本行得依第18條約定調整之，惟應於本行營業場所或本行網站上公告之，並於對帳單內另為通知。
- 5.3 不論任何原因客戶對超過本條第一項所訂限額及指定轉帳付款帳戶存款餘額使用之帳款仍負清償責任。

6 雙方之基本義務

- 6.1 本行應以善良管理人之注意為客戶及持卡人處理合法使用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Visa金融卡交易。
- 6.2 持卡人之Visa金融卡屬於本行之財產，持卡人應妥善保管及使用Visa金融卡。本行僅授權持卡人本人在Visa金融卡有效期限內使用，不得讓與、轉借、提供擔保或以其他方式將Visa金融卡之占有轉讓予第三人或交其使用。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客戶同一性之方式，應予以保密。
- 6.3 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。持卡人如購買高變現性之物品，或

至財團法人聯合信用卡處理中心列管之風險特店刷卡消費、或有其他異常簽帳時間、地點或項目而疑有虛偽不實交易或共謀詐欺之情形時，本行得保留授權與否之權利，限制或婉拒持卡人就前述交易行為使用Visa金融卡。

- 6.4 持卡人不得以Visa金融卡向第三人直接或間接取得資金融通。
- 6.5 持卡人違反第二項至第四項約定致生之帳款者，客戶亦應對之負清償責任。
- 6.6 持卡人如因交易之特殊性無須於簽帳單上簽名時，除本節另有約定外，對因此所產生之消費款項，客戶均應負付款相關義務責任。
- 6.7 本行應確保廣告內容之真實，對持卡人所負之義務不得低於廣告之內容。但本行提供關於信用卡之各項活動、服務或約定，如無特別註明，則專屬信用卡持卡人，Visa金融卡持卡人不適用之。
- 6.8 獲發Visa金融卡之持卡人，除應詳閱本節約定事項，於收到Visa金融卡時於卡片簽名欄簽名。Visa金融卡屬於本行財產，限由持卡人依本節規定之方式使用。

7 審閱期

客戶於收到核發Visa金融卡七日內，得以第20條所定方式通知本行解除契約，無須說明理由及負擔任何費用或價款。但已使用核發新卡者，則不得解除契約。

8 一般交易

- 8.1 客戶收到Visa金融卡後，應立即在Visa金融卡上簽名，以降低遭第三人冒用之可能性。
- 8.2 持卡人使用Visa金融卡交易時，於出示Visa金融卡刷卡後，經查對無誤，除免簽名交易外，應於簽帳單上簽名或輸入刷卡消費密碼確認，並自行妥善保管簽帳單收執聯，以供查證之用。
- 8.3 持卡人於特約商店同意持卡人就原使用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，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。
- 8.4 特約商店於下列情形得拒絕接受持卡人使用Visa金融卡交易：
 - (1). 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). Visa金融卡有效期限屆至，業依第15.1條辦理掛失或本節約定已解除或終止者。
 - (3). 本行已暫停持卡人使用Visa金融卡之權利者。
 - (4). 持卡之人在簽帳單上之簽名與Visa金融卡上之簽名不符，或得以其他方式證明持卡之人非本行同意核發Visa金融卡之本人者。
 - (5). 持卡人累計本次交易後，已超過所訂限額或指定轉帳付款帳戶存款餘額者。但經本行特別授權特約商店接受其使用Visa金融卡交易者，不在此限。

- 8.5 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Visa金融卡。
- 8.6 持卡人如遇有特約商店依第8.4條各款以外之事由拒絕持卡人使用Visa金融卡交易，或以使用Visa金融卡為由要求增加商品或服務價格者，得向本行提出申訴，本行應自行或於轉請收單機構查明後，依本行作業規定將處理情形告知持卡人。如經查明就特約商店上述情事，本行有故意或重大過失者，應對持卡人負損害賠償責任。
- 8.7 Visa金融卡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該筆款項（持卡人無法提領該保留款項），並於扣款日扣款時實際自持卡人指定扣款帳戶扣除該款項清償之。

9 特殊交易

依一般交易習慣或交易特殊性質，其係以郵購、電話訂購、網際網路（Internet）、傳真等其他類似方式訂購商品、取得服務、代付費用而使用Visa金融卡付款等情形，本行得以密碼、電話確認、郵寄相關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，無須使用簽帳單或當場簽名。

10 交易爭議之處理程序

- 10.1 客戶及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，不得以此作為向本行請求返還帳款之依據。
- 10.2 持卡人使用Visa金融卡時，如符合各信用卡組織作業規定之下列特殊情形：如預訂商品未獲特約商店移轉商品或其數量不符、預訂服務未獲提供時，應先向特約商店尋求解決。如無法解決時，應於當期消費款對帳單寄送日起一個月內，檢具本行要求之相關證明文件，請求本行就該筆交易以第12條帳款疑義處理程序辦理。
- 10.3 持卡人使用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，準用前項之約定。其餘交易爭議之處理程序依據本行作業規定及VISA國際組織之規範。

11 對帳單

- 11.1 本行應按時寄發對帳單（對帳單之方式得以書面、自動化設備、電子媒體檔案、電子郵件或網路等方式與指定轉帳付款帳戶的對帳單合併呈現）。如客戶於當期對帳單寄送日起七日內，仍未收到對帳單，應即向本行查詢（至遲不得逾當期對帳單寄送日起十四日內），並得請求以掛號郵件、普通郵件、傳真、電子郵件、網路或其他經本行同意之適當方式補送，其費用由本行負擔。除前述之期間外，如客戶請求本行補送一年以內（含）之對帳單，則每次每月份應繳交補送帳單手續費新臺幣壹佰元，如客戶請求本行補送一年以前之對帳單（惟持卡人僅得申請自申請當期起算前一年內之帳單），則每次每月份應繳交補寄帳單手續費新臺幣壹佰伍拾元，並授權本行自客戶之指定轉帳付款帳戶中扣繳，若帳戶款項

不足扣款，本行得於次月扣款扣到收訖為止，本項費用，本行得依第18條所定之調整或修改方式調整之。

- 11.2 客戶於申請表格所載之連絡地址或其他聯絡方式有所變更而未通知本行者，則以最後通知之連絡地址或申請表格上所載連絡地址為本行應為送達之處所。
- 11.3 本行將業務上有關文書或應為之通知，向客戶最後通知之連絡地址或申請表格所載連絡地址發出後，經通常郵遞之期間，即視為已合法送達。

12 帳款疑義之處理程序

- 12.1 客戶於當期對帳單寄送日起一個月內，如對對帳單所載事項有疑義，得檢具理由及本行要求之證明文件（如簽帳單或退款單收執聯等）通知本行，或請求本行向收單機構調閱簽帳單或退款單，或請求本行就該筆交易依各信用卡組織之作業規定，向收單機構或特約商店主張扣款，並得就該筆交易本行暫停付款。
- 12.2 客戶未依前項約定通知本行者，推定對帳單所載事項無錯誤，日後不得抗辯拒付。
- 12.3 本行依第一項後段規定向收單機構或特約商店主張扣款，經本行證明無誤或因非可歸責於本行之事因而不得扣款時，如該款項已暫時先行返還客戶，本行經通知客戶後，得於通知之扣款日自立約人指定轉帳付款帳戶扣除該款項支付之，不足部分，客戶仍應負清償責任，並依第13條規定辦理。
- 12.4 客戶如有請求本行向收單機構調閱簽帳單或退款單時，應給付本行調閱簽帳單手續費每筆新臺幣壹佰元，本項費用，本行得依第18條所定之調整或修改方式調整之。

13 付款

客戶同意持卡人於刷卡消費時，本行得先自客戶指定轉帳付款帳戶將該應付消費款項予以圈存（立約人及持卡人無法提領該保留款項），俟特約商店或收單機構向本行請款時（即扣款日），本行再將該應付消費款項轉帳支付之。但如特約商店或收單機構自刷卡消費日起三十個日曆日止仍未向本行請款，本行即應解除該保留款項。本項圈存之保留款於圈存期間內本行仍依原約定利率計息給客戶。客戶指定轉帳付款帳戶存款餘額於應扣款日不足支付某筆應付消費款項時，客戶同意本行逕自客戶其他帳戶扣款（帳戶扣款順序為同幣別帳戶、臺幣活存帳戶、臺幣支存帳戶，若仍不足額，則將以當日匯價於其他外幣帳戶扣款）；若仍不足支付者，本行得拒絕扣除該筆之存款餘額，客戶並應儘速將不足之款項存入該指定轉帳付款帳戶中，如至當期消費對帳單寄送日前一日止仍有未入或仍有不足者，本行得自當期消費對帳單寄送日（含）起，按月計收違約金新臺幣貳佰元（未滿一個月以一個月計收），至應付消費款項全部支付完畢為止，惟本違約金之收取月份最高不超過三個月，上述之費用，本行得調整之，惟應以顯著方式，於營業場所公開揭示。

14 國外交易授權結匯

持卡人所有使用Visa金融卡交易帳款均應以新臺幣結付，如交易（含辦理退款）之貨幣非為新臺幣或於國外以新臺幣交易時，則授權本行於接收各信用卡組織事先將交易金額按其匯率轉換成之美金金額後，再依各信用卡組織依約所列之結匯日大盤匯率處理及轉換為新臺幣結付。持卡人並應按前述結付金額百分之一點五支付本行國外交易手續費。國外交易手續費內合本行需給付各信用卡組織及本行自身作業所需之手續。

客戶授權本行為其在於中華民國境內之結匯代理人，辦理Visa金融卡在國外使Visa金融卡交易之結匯手續，但客戶應支付之外幣結匯金額超過法定限額者，客戶應以外幣支付該超過法定限額之款項。若因本行授權及與VISA國際組織清算時之匯率變動，致本行於客戶指定轉帳付款帳戶將該筆應付消費款項暫時保留之金額與實際清算金額不同時，以清算金額為實際扣款金額，扣款時存款戶餘額不足支付者，立約人仍應負清償責任，並同意本行得依第13條之規定辦理。

15 卡片被竊、遺失或其他喪失占有

持卡人之Visa金融卡如有遺失、被竊、被搶、詐取或其他遭持卡人以外之第三人占有之情形（以下簡稱遺失或被竊等情形），應儘速以電話或其他方式通知本行辦理掛失停用手續。惟如本行認為有必要時，應於受理掛失手續日起十日內通知客戶或持卡人，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本行。

持卡人自辦理掛失停用手續時起所被冒用所發生之損失，概由本行負擔。

但有下列情形之一者，客戶及持卡人仍應全部負擔被冒用之損失：

- (一) 第三人之冒用為持卡人容許或故意將Visa金融卡交其使用者。
- (二) 持卡人故意或重大過失將辨識持卡人同一性之方式使第三人知悉者。
- (三) 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。
- (四) 第三人冒用以輸入密碼之交易方式完成刷卡消費者。

辦理掛失停用手續前，持卡人被冒用之刷卡消費交易自負額以新臺幣參仟元為上限。但有下列情形之一者，客戶及持卡人免負擔刷卡消費交易自負額（在自動櫃員機從事提領現金、轉帳及一切於自動櫃員機使用金融卡密碼交易部分，仍應依金融卡約定條款之約定辦理，不適用本條之約定）：

- (一) 持卡人於辦理Visa金融卡掛失停用手續時起前二十四小時以後被冒用者。
- (二) 冒用者在簽單上之簽名，以肉眼即可辨識與持卡人之簽名明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。

持卡人有本條第二項但書及下列情形之一者，且本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：

- (一) 客戶或持卡人得知Visa金融卡遺失或被竊等情形而怠於立即通知本行，或持卡人發生Visa金融卡遺失或被竊等情形後，自第一筆被冒用日起已逾二十日仍未通知本行者。

- (二) 持卡人違反第8.1條約定，未於Visa金融卡簽名致第三人冒用者。
- (三) 持卡人於辦理Visa金融卡掛失停用手續後，未提出本行所請求之文件、拒絕協助調查或其他違反誠信原則之行爲者。

16 補發新卡、換發新卡、屆期續發新卡及屆期不予換發新卡

持卡人發生Visa金融卡污損、消磁、刮傷或其他原因致令Visa金融卡不堪使用，本行得依客戶之申請免費補發新卡。如客戶發生Visa金融卡遺失或被竊等情形，並依第15條規定辦理掛失手續，或如持卡人在Visa金融卡仍得正常使用之情形下，因個人原因申請換發卡片，持卡人須繳交補發新卡手續費每張新臺幣壹佰元本項費用，本行得依第18條所定之調整或修改方式調整之。

首次申請Visa金融卡者，本行提供至多三張Visa金融卡無須支付開辦費。嗣後申請第四張以上之Visa金融卡或換發時，客戶應填表申請新卡，每張新卡之工本費爲壹佰元。前項費用雙方同意自客戶帳戶內自動扣繳。

本行於Visa金融卡有效期間屆滿時，如未依第20條終止Visa金融卡服務者，應續發新卡供持卡人繼續使用，惟本行基於風險、安全、持卡人之財務、信用、消費及卡片使用狀況等考量，客戶同意於Visa金融卡卡片期限屆至時，得不續發新Visa金融卡予持卡人，其舊卡於有效期限屆至後，本行得將Visa金融卡刷卡消費功能停止，只保留一般金融卡功能，如持卡人欲使用Visa金融卡刷卡消費功能，應以向本行申請開啓刷卡消費功能，並視同接受Visa金融卡約定條款說明之規定。

Visa金融卡有效期間屆滿前，持卡人如無續用之意願，須於有效期限屆滿前，或於接獲續發新卡後九日內以第20條所定之方式通知本行終止本服務者，無須說明理由及負擔任何費用或價款。但已使用核發之新卡者，不在此限。但日後如重新申請者，須酌收補發新卡手續費新臺幣壹佰元。

客戶申請補發新卡或換發新卡或屆期續發新卡者，應依本行同意之方式辦理新卡開卡手續，舊卡於新卡開卡後將停止所有功能。

17 抵銷及抵充

客戶經本行依第20條終止Visa金融卡服務時，本行得將客戶寄存於本行之各種存款、款項及對本行之一切債權期前清償，並得將期前清償之款項抵銷客戶對本行所負之債務。本行預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時本行發給客戶之存單及其他債權憑證，在抵銷範圍內失其效力。如抵銷之金額不足抵償客戶對本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。但本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客戶者，從其定。

18 約定條款之變更

本節條款如有修改或增刪時，本行以書面、法令允許之方式或其他經本行同意之方式通知客戶後，立約人於十四日內不爲異議者，視同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書面、電子郵

件／文件通知客戶，或於法令許可下以顯著方式於營業場所或本行網站上公開揭示，並於該書面、電子郵件／文件或上開揭示內以顯著明確文字載明其變更事項、新舊約款內容，暨告知持卡人得於變更事項生效前表示異議，及持卡人未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於得異議期間內以第20條所定之方式通知本行終止契約：

- (一) Visa金融卡發生遺失、被竊等情形或減失時，通知本行之方式。
- (二) 持卡人對他人無權使用其Visa金融卡後發生之權利義務關係。
- (三) 有關Visa金融卡交易帳款疑義之處理程序。
- (四) 其他經主管機關規定之事項。

客戶自使用本約定條款下之各項服務之日起，應依約定收費標準繳納服務費及手續費。該收費標準於訂約後有調整，除本約定條款另有約定，本行應於調整日六十日前以書面或以客戶同意之方式通知，及於本行網站公告或營業場所明顯處公開揭示調整內容，同時告知客戶如不同意調整得於該期間書面通知本行終止Visa金融卡往來及相關約定條款，並配合本行辦理相關終止手續，倘客戶未於該六十日內通知本行終止並仍繼續與本行進行Visa金融卡往來時，則視為客戶業已同意此等修改。

19 Visa 金融卡使用之限制

客戶或持卡人如有下列事由之一者，本行無須事先通知或催告，得降低持卡人每日刷卡消費額度或暫時或永久停止持卡人使用Visa金融卡之權利：

- (一) 客戶或持卡人違反第3.1條、第6.2條、第6.3條或第6.4條者。
- (二) 客戶或持卡人故意將辨識持卡人同一性之方式告知第三人者。
- (三) 客戶或持卡人以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。
- (四) 客戶或持卡人依破產法聲請和解、聲請宣告破產、聲請公司重整、經票據交換所宣告拒絕往來、停止營業或清理債務者。
- (五) 客戶或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。
- (六) 客戶或持卡人因刑事而受有期徒刑以上之宣告或沒收主要財產之宣告者。
- (七) 客戶或持卡人如使用Visa金融卡不當或本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Visa金融卡予以作廢。

客戶或持卡人如有下列事由之一者，經本行事先通知或催告後，得降低持卡人每日刷卡消費額度或暫時或永久停止持卡人使用Visa金融卡之權利：

- (一) 客戶或持卡人違反第3.2條，本行已依原申請時填載資料之連絡地址、電話通知而無法取得聯繫，或持卡人職業或職務有所變動足以降低原先對持卡人信用之估計者。
- (二) 客戶之指定轉帳付款帳戶存款餘額於扣款日時不足支付應付消費款項時。

- (三) 客戶或持卡人違反第5.2條約定超過每日刷卡消費額度或指定轉帳付款帳戶存款餘額使用Visa金融卡交易者。
- (四) 客戶或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。
- (五) 客戶或持卡人遭其他發卡機構暫停使用信用卡或Visa金融卡之權利或終止信用卡或Visa金融卡契約者。
- (六) 客戶或持卡人受強制執行或假扣押、假處分或其他保全處分者。
- (七) 客戶或持卡人因其他債務關係被提起訴訟，或因涉及刑事被偵查或起訴者。
- (八) 對本行（包括總機構及分支機構）其他債務延不償還，或其他債務有遲延繳納本金或利息者。
- (九) 客戶或持卡人依約定負有提供擔保之義務而不提供者。
- (十) 如有連帶保證人，連帶保證人終止保證或有具體事實足以證明其信用貶落，經本行通知變更或追加保證人而未辦理者。

本行於第一項或第二項各款事由消滅後，或經本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，得恢復原核給持卡人每日刷卡消費額度或使用Visa金融卡之權利。

20 Visa 金融卡服務之終止

客戶得隨時以第三項所定之方式通知本行終止Visa金融卡服務。

持卡人不再受僱於客戶，必須於離職前將Visa金融卡返還予客戶。

客戶或持卡人如有第19.1條或第19.2條之事由，或Visa金融卡有效期限屆至者，本行得以書面或其他經本行同意之方式通知客戶終止Visa金融卡服務。

客戶因第16.3條、第18條或本條第一項之事由終止或解除Visa金融卡服務時，應將Visa金融卡截斷，並以電話向本行索取“Visa金融卡服務申請書”，填妥後寄回本行或依本行同意之方式處理後，始生終止或解除之效力。

客戶或持卡人之指定轉帳付款帳戶契約如終止時，Visa金融卡服務亦同時終止。

本服務終止或解除後，客戶或持卡人不得再使用Visa金融卡（含有效期限尚未屆至者）。

本行基於風險、安全、客戶或持卡人之財務、信用、消費及卡片使用狀況等考量，於不停止客戶或持卡人使用一般金融卡功能及終止Visa金融卡服務之情況下，得事前通知客戶或持卡人停止或取消持卡人使用Visa金融卡之刷卡消費功能。

21 業務委託

參照主服務合約與台灣國家條款客戶資料之使用及委外作業

22 其他約定事項

持卡人除本節約定條款外，另應遵守本行帳戶及金融卡之相關約定。

持卡人為外籍人士或華僑時，法律行為之成立要件、效力及方式等均應適用中華民國法律之規定。

本節約定條款或其他附件各項約定如有未盡事宜，依本行作業規定及銀行慣例暨有關法令辦理或由雙方另行協議訂定之。

Terms and Conditions for Corporate Visa Debit Card

1 Interpretation

This Clause shall apply to Visa Debit card cardholders prior to "Terms and Conditions for Business ATM card." In case of any conflicts occurred between this Clause and "Terms and Conditions for Business ATM card", this Clause shall prevail. The Customer shall submit a request to the Bank to activate the debit transaction function and spending limit.

2 Definitions

The terms used in this Clause are defined as follows:

- (1) "Visa Debit Card" means a card that, in addition to being a general ATM card, can also be used by a Cardholder to make purchases by debiting the amount from the Visa Debit Card and acquire goods, services or other benefits from an Acquirer. When the Bank is requested to make payments to such Acquirer, the Bank will make the payment directly by transferring funds from the deposit account in the Bank designated by the Cardholder. The Visa Debit Card does not have the function of delayed payment as a credit card, neither does it have the functions of cash advance or overdraft.
- (2) "Cardholder" means a natural person authorized by the Customer to be the cardholder, approved and issued a Card by the Bank.
- (3) "Acquirer" means an entity for which a contract has been signed by a Merchant with a credit card authorization organization and which makes the payment in advance on behalf of the Cardholder when a Merchant requests payment.
- (4) "Merchant" means a commercial enterprise which has signed a merchant agreement with the Acquirer and which accepts transactions with the Visa Debit Card in accordance with the merchant agreement.
- (5) "Daily Spending Limit" means, unless otherwise provided in herein, the maximum limit amount approved by the Bank which a Cardholder may use daily in an accumulative manner for domestic and overseas transactions with the Card.
- (6) "Debit Date" means the date on which the Bank makes the payment to the Acquirer or the Merchant on behalf of the Cardholder, or bears the payment obligation on behalf of the Cardholder, and transfers the amount of such payment from the deposit account designated by the Cardholder.
- (7) "Exchange Settlement Date" means the date on which, following overseas purchase with the Visa Debit Card by the Cardholder, the Bank or an agent authorized by the Bank converts the amount

of foreign currency payable by the Cardholder into New Taiwan Dollars in accordance with the agreed exchange rates by each credit card organization.

- (8) "Personal Identification Number (PIN) for debit transaction" means the password input by the Cardholder when engaged in the purchase by inputting password, which is different from that applied to the general ATM card transactions.

3 Application

- 3.1. The Customer of the Visa Debit Card shall correctly fill out personal, financial and other related information of the authorized person in various columns of the application form and shall provide true and correct related information or justifications in accordance with the requests of the Bank. The Cardholder shall open a deposit account with the Bank in accordance with the rules and procedures and designate the account from which amounts will be directly transferred to make payments upon an ATM withdrawal by the Visa Debit Card and upon purchase with the Visa Debit Card (hereinafter the "Designated Account").
- 3.2. In case of any change to the contact address, telephone number, vocation or title of the Cardholder provided during application of the Visa Debit Card, the Cardholder or the Customer shall immediately notify the Bank and shall carry out the procedures for such change in accordance with the rules of the Bank.
- 3.3. No annual fee for the Visa Debit Card.
- 3.4. If the Customer does not retrieve the Visa Debit Card within 2 months from the application date, the Bank may cancel the Visa Debit Card. If the Customer wishes to make a new application, a new card re-issuance fee of TWD100 will be charged and the new card application procedures shall be carried out again. The Bank may make adjustments to such handling fee and the duration at anytime in accordance adjustment or amendment rules under the Clause 18. The Cardholder shall activate the Visa Debit Card within one year from issuance of the new card. If the Visa Debit Card is not activated within such deadline, the Bank may terminate or cancel the Visa Debit Card of the Cardholder. If the Cardholder wishes to make a new application, a new card re-issuance fee of TWD100 will be charged. The Bank may make adjustments to such handling fee and the duration at any time in accordance with the adjustment or amendment rules under the Clause 18.

4 Collection, Use, Computer Processing and International Transmission of Personal Data

Refer to Master Service Agreement and Taiwan Country Condition The Use or Processing of the Customer's Information and Outsourcing Processing.

5 Spending Limit

- 5.1. The Daily Spending Limit for domestic and overseas purchases applicable to the Visa Debit Card is authorized by the Customer and approved by the Bank in accordance with the type of Card and the Designated Account. Such Daily Spending Limit shall not exceed the available balance of the Designated Account and will be calculated separately from the amount of domestic and overseas ATM withdrawals. If the Cardholder needs to adjust the spending limit for purchases by card, the Customer or the authorized person must fill an application with Bank, even if the actual amount of purchase by card has not yet exceeded the balance of the Designated Payment Account. The overseas purchase amount spent by the Cardholder shall be converted from the local currency into equivalent New Taiwan Dollars for the purpose of controlling the limit.
- 5.2. **The maximum accumulated domestic and overseas purchase Daily Spending Limit is TWD50,000. Such Daily Spending Limit may be adjusted by the Bank from time to time according to Clause 18, provided that the Bank shall publish the Limit in its business place or official website and also specify it in the transaction slip separately.**
- 5.3. If the Cardholder's consumption exceeds the Daily Spending Limit of preceding Paragraph 1, the Customer shall still be responsible for repayment of the repayment of the insufficient balance.

6 Basic Obligations of the Parties

- 6.1. The Bank shall process the repayment of the Cardholders' arms-length transactional amount debited by the Visa Debit Card with due diligence and shall provide, or procure each Acquirer to provide, the Merchant in which the Visa Debit Card is available to the Cardholders.
- 6.2. The Cardholder's Visa Debit Card is the property of the Bank and the Cardholder shall properly keep and use the Visa Debit Card. The Bank only authorizes the Cardholder to use the Visa Debit Card in person within its validity period and the Visa Debit Card may not be assigned, loaned, pledged or transferred to any third party in any other manner which permits to possession or use of the Visa Debit Card by to any third party. When the Cardholder uses an automatic device or proceeds with other transactions, the Cardholder shall keep confidential his/her transactional PIN or other identifying verification information of the Cardholder.
- 6.3. The Cardholder shall not falsify fraudulent transactions or constitute conspiracy of fraud with any third party of any Merchant to convert into cash or obtain benefits from purchasing with the Visa Debit Card or in any other manner. If the Cardholder purchases any highly cashable object, or if Cardholder uses the Visa Debit Card with any Merchant which is included in the risk list monitored by the Joint Credit Card Center, or if the purchase time, location or item is out of the ordinary and is suspicious of fraudulent transactions or conspiracy of fraud, the Bank reserves the discretion as to whether the authorization should be given and to restrict or decline the use of

the Visa Debit Card for the above-mentioned transactions.

- 6.4. The Cardholder shall not obtain direct or indirect financing from any third party with the Visa Debit Card.
- 6.5. The Customer shall be responsible for repaying any debt incurred from any violation of the Paragraphs 2 to 4.
- 6.6. If the Cardholder does not need to sign the transaction slip in any special transactions, unless otherwise provided by this Clause, the Customer shall be liable for the purchase amount incurred by the transaction.
- 6.7. The Bank shall ensure that the contents of the advertising are true and that the obligations owed to the Cardholder shall not be lower than those provided by the advertising. However, unless specifically specified, any activity, service or agreement of the Bank in relation to the credit card shall be for the sole benefit of the credit card holder and may not be enjoyed by the Cardholder of the Visa Debit Card.
- 6.8. The Customer and the Cardholder shall review the terms and conditions and sign in the signature bar on the Visa Debit Card. The Bank shall have all rights to decide any and all matters related to the issuance of the Visa Debit Card. The Customer and the Cardholder acknowledges that the ownership of the Visa Debit Card belongs to the Bank.

7 Preview Period

The Cardholder may notify the Bank to terminate Visa Debit Card Service within seven (7) days from the date of receipt the Visa Debit Card in accordance with the manner provided under Clause 20 without reason and the Cardholder shall not be liable for any charges. However, if the Visa Debit Card is already used by the Cardholder, the contract may not be cancelled.

8 General Transaction

- 8.1. Upon receipt of the Card, the Customer shall immediately sign on the Visa Debit Card in order to reduce the possibility of fraudulent use by a third party.
- 8.2. After swiping the Visa Debit Card in any transaction, if the information is confirmed to be correct upon identification, except the special transactions which signature is not required, the Cardholder shall sign on the transaction slip or key in the transaction PIN for confirmation. The Cardholder shall properly keep the duplicate copy of the transaction slip for verification.
- 8.3. If the Cardholder returns the product, cancels the transaction, terminates the service, changes the product or changes the price of the product which have been purchased by using the Visa Debit Card with the agreement of the Merchant, the Cardholder shall obtain a refund document from the Merchant and, after verifying that the document is correct, shall sign on the refund

document for confirmation. The Cardholder shall properly keep the duplicate copy of the refund document for verification. However, if the Cardholder and the Merchant agree, the Merchant may sign on the refund document for confirmation and proof may be provided alternatively through product return justification kept by the Cardholder or other justification documents.

8.4. The Merchant may refuse the Cardholder's use of the Visa Debit Card for a transaction in the event of the following:

- (1) If the Visa Debit Card is falsified, altered or damaged, broken, polled, drilled, with vague and illegible signature or altered signature.
- (2) If the Visa Debit Card has expired, declared as lost, or cancelled or terminated in accordance with Clause 15.1.
- (3) The Bank has suspended the Cardholder's right to use the Visa Debit Card.
- (4) The Cardholder's signature on the transaction slip is inconsistent with the signature on the Visa Debit Card, or it is proven otherwise that the holder of the Visa Debit Card is not the same person to whom the Bank agreed to issue the Visa Debit Card.
- (5) The Cardholder has exceeded the daily spending limit or the balance of deposit in the Designated Payment Account after the current transaction, unless the Bank gives special authorization to the Merchant to accept the Visa Debit Card for the transaction.

8.5. In the event of Item 1, 2 or 4 of the previous Paragraph, the Merchant may refuse to return the Visa Debit Card.

8.6. If any Merchant refuses the use of the Visa Debit Card by the Cardholder for any transaction for reasons other than those listed under Clause 8.4 above, or if any Merchant cites the use of the Visa Debit Card as a reason to increase the price of the goods or services, the Cardholder may file a complaint with the Bank. The Bank shall investigate or procure an investigation to be done on the Acquirer and inform the results of the matter to the Cardholder in accordance with the rules of the Bank. If it is confirmed that the Bank has committed an intentional act or gross negligence with regard to the abovementioned circumstances by the Merchant, the Bank shall be responsible for compensating the damages suffered by the Cardholder.

8.7. In addition to the ATM functions, the Visa Debit Card contains the purchase functions. All purchasing amounts shall be putting on hold in the Cardholder's Designated Payment Account at the time of transaction (Cardholder cannot withdraw such reserved amount) and shall be deducted from the Cardholder's Designated Account on the Debit Date on which the amount is actually deducted.

9 Special Transactions

If products are ordered, services are obtained or fees are paid on behalf of the obligor by using the Visa Debit Card through posted mail, telephone order, Internet, fax or in other similar manners in accordance with general trading practices or due to the special characteristics of the transaction, the

Bank may transfer the payments on behalf of the Cardholder through PIN, telephone confirmation, relevant postal justification or other identify verification manner and confirmation of the Cardholder's intention and no transaction slip or on-site signature shall be required.

10 Procedures for Suspicions over Accounts

- 10.1. If the Customer or the Cardholder has any dispute with the Merchant with regard to the quality, quantity or amount of the goods or services, the Cardholder shall seek resolution with the Merchant and shall not use the instance as the basis for requesting a refund from the Bank.
- 10.2. During the Cardholder's use of the Visa Debit Card, in case of special circumstances in accordance with the rules of various credit card organizations, such as if the pre-ordered products are not transferred by the Merchant, if the quantity of product transferred is inconsistent, or if the preordered service is not provided, the Cardholder shall first seek resolution with the Merchant. If a resolution cannot be found, the Cardholder shall request the Bank to handle the transaction about suspicious payment in accordance with Clause 12. The request shall be made within one month from the delivery date of the current account statement and relevant justification documents requested by the Bank shall be submitted.
- 10.3. If the Cardholder cancels a contract with a Merchant in accordance with Article 19 of the Consumer Protection Act following a mail purchase or solicitation purchase by using the Visa Debit Card, the provision under the previous Paragraph shall be applied. The other transactional disputes shall be handled in accordance with the rules of the Bank and those of VISA credit card organization.

11 Statement

- 11.1. The Company shall periodically send the statement of account (may be presented together with the statement for the Designated Payment Account by letter, automatic device, electronic media file, electronic mail or Internet). If the Customer does not receive the statement of account within seven (7) days from the delivery date, the Customer shall immediately notify the Bank thereof (no later than 14 days following the delivery date of the statement) and request the Bank to send the statement by registered mail, ordinary mail, facsimile or email or via Internet, or other appropriate manners. The cost thereof shall be borne by the Bank. If the Customer requests a copy of re-issuing statement on a statement issued more than one year previously, a handling fee of TWD100 shall be paid to the Bank for each Statement. If the Customer requests a copy of reissuing statement on a statement issued for periods of more than one year ago (available up to twelve months), a handling fee of TWD150 shall be paid to the Bank for each monthly statement. The

Customer authorizes the Bank to deduct the handling fee from the Customer's Designated Payment Account. If the amount in such account is insufficient to make this payment, the Bank may make deductions during the following month until the payment is fully made. The Bank may adjust this fee in accordance with, the adjustment or amendment manners provided under Clause 18.

- 11.2. If the Customer fails to notify the Bank of any change of his/her address or other communication related information, the Bank may mail the statements and notices to the last address of the Customer known to the Bank or the address specified in the application form.
- 11.3. The statements and notices sent to the last address of the Customer known to the Bank or the address specified in the application form shall be considered to be served legally after the ordinary mail time.

12 Procedures for Suspicion of Payment

- 12.1. If the Customer has any doubt about any matter included in the statement, the Cardholder may inform the Bank within one month from the delivery date of the current statement by providing the reasons and justification documents required by the Bank (such as duplicate copy of the transaction slip or refund document) or request the Bank to seek the transaction slip or refund document from the Acquirer, or request the Bank to seek refund from the Acquirer or the Merchant for such transaction in accordance with the rules of various credit card organizations and suspend payment by the Bank for such transaction.
- 12.2. If the Customer fails to notify the Bank in accordance with the previous Paragraph, it shall be deemed that the contents of the statement are correct and no further objection can be made in the future to any payment.
- 12.3. If the Bank requests a refund from the Acquirer or the Merchant in accordance with the latter part of Paragraph 1 and if it is proven by the Bank that there has been no error or that the refund cannot be made for reasons which are not attributable to the Bank, if such payment has already been refunded to the Customer on temporary basis, the Bank shall notify the Customer and may deduct the amount from the Customer's Designated Payment Account on the date of such notice. If the amount is insufficient for the deduction, the Customer shall remain liable for repayment and the matter shall be handled in accordance with Clause 13.
- 12.4. If the Customer requests the Bank to seek the transaction slip or refund document from the Acquirer, the Customer shall pay to the Bank a transaction slip seeking handling fee of TWD100 per instance. The Bank may adjust this fee in accordance with the adjustment or amendment manners provided under Clause 18.**

13 Payment

The Customer agrees that upon transaction by the card, the Bank may first hold the transactional amount payable in the Customer's Designated Payment Account (The Customer and the Cardholder cannot withdraw such reserved amount) and then transfer such transactional amount for payment when the Merchant or the Acquirer requests payment from the Bank (i.e., on the Debit Date). However, if the Merchant or the Acquirer does not request payment from the Bank within 30 calendar days from the date on which the transaction is made by the card, the Bank shall release the reservation on such amount. The Bank shall pay the saving interest to cardholders for transaction hold amount based on the interest rate of the original contract with the Bank during the amount hold period. If the balance of deposit in the Customer's Designated Payment Account is insufficient to pay for certain transaction amount payable, **the Customer agrees the bank to deduct the amount from other accounts (the sequence of the deduction is same currency account, NTD savings account, NTD checking account. If the accounts are insufficient to pay, the bank will deduct the amount from foreign currency account with the exchange rate of the transaction day);** if the balance of the deposit is still insufficient, the Bank may refuse to deduct the amount from the deposit balance. The Customer shall deposit the insufficient amount into such Designated Payment Account as soon as possible. If the amount is still not deposited or is still insufficient on the day prior to the delivery date of the current statement, the Bank may charge an handling fee (i.e., an insufficient balance fee) of TWD200 on monthly basis starting from the delivery date (inclusive) of the current statement (any period shorter than one month shall be charged at least one month or up to 3 months) until full payment of the transaction amount. The Bank may adjust the above-mentioned fee provided that the adjustment shall be publicly announced in an obvious manner and in the business location.

14 Authorization of Settlement for Overseas Transactions

All transaction amounts by the Cardholder by using the Visa Debit Card shall be paid in New Taiwan Dollars. If the transaction (including refund) is in a currency other than New Taiwan Dollar or the overseas transaction occurred in New Taiwan Dollars, the Cardholder authorizes the Bank to convert the amount into New Taiwan Dollars based on the exchange rate of the exchange date listed under the contract with various credit card organizations and payment shall be made after addition of a 1.5% handling fee. The handling fee for overseas transactions has included the handling fee paid by the Bank to Credit Card organizations and the Bank's handling fee.

The Customer designates the Bank as its foreign exchange agent within the Republic of China for

carrying out the foreign exchange procedures for transactions conducted by using the Visa Debit Card overseas. However, if the amount of foreign currency exchange payable by the Customer exceeds the legal limit, the Customer shall pay the exceeding portion by foreign currency. If the amount reserved by the bank for such transaction in the Customer's Designated Payment Account is different from the actual calculated amount due to the change of foreign exchange rate at the time of settlement to the Bank and at the time of calculation by VISA international organization, the calculated amount shall be the actual amount to be deducted. If the balance of the deposit is insufficient for the deduction, the Customer shall remain liable for the payment and agrees for the Bank to proceed in accordance with Clause 13.

15 Theft, Loss or Other Dispossession of the Card

If the Cardholder's Visa Debit Card is lost, stolen, robbed, fraudulently obtained or occupied by any third party other than the Cardholder (hereinafter "Loss or Theft"), the Cardholder shall inform the Bank to carry out the cancellation suspension procedures by phone or in other manners as soon as possible. However, if the Bank deems it necessary, it shall inform the Customer and Cardholder within 10 days from the date on which the suspension procedures are carried out to request the Cardholder to report to the local police authority within 3 days from the date of notice or send a supplemental written notice to the Bank. Any loss incurred from fraudulent use starting from the time the Cardholder carries out suspension procedures shall be borne by the Bank.

However, in case of any of the following, the Customer and the Cardholder shall remain responsible for the loss suffered from any fraudulent use:

- (1) Any third party's fraudulent use is allowed by the Cardholder or the Cardholder intentionally gave the Visa Debit Card to the third party for use.
- (2) The Cardholder intentionally or negligently allowed a third party to know the identify verification manner of the Cardholder.
- (3) The Cardholder and the third party or the Merchant falsify transactions or form a conspiracy of fraud.
- (4) Any third party's fraudulent transactions completed by PIN base authorization.

Before carrying out the suspension procedures, maximum losses liability borne by the cardholders for fraudulent use shall be limited to TWD3,000. However, in the event of any of the following, the Customer and the Cardholder shall not bear any liability (all cash withdrawal, account transfer and all ATM transactions done by using the PIN of an ATM card shall be subject to the terms and conditions of the ATM card and this Article shall not apply):

- (1) Fraudulent use of the Visa Debit Card 24 hours after the Cardholder carries out the suspension procedures for the Visa Debit Card.
- (2) The fraudulent user signs his/her name on the transaction slip, which can be visually identified to be obviously inconsistent with the signature of the Cardholder or the signature can be identified as inconsistent with the signature of the Cardholder with the due care of a good administrator.

In the event of the second sentence of Paragraph 2 of this Article and any of the following for the Cardholder, and if the Bank can prove that it has exercised the due care of a good administrator, the deductible amount for fraudulent use under the previous Paragraph shall not apply:

- (1) The Customer and the Cardholder knew about the Loss or Theft of the Visa Debit Card and failed to immediately inform the Bank, or the Cardholder fails to inform the Bank within 20 days after the first fraudulent use following the Loss or Theft of the Visa Debit Card.
- (2) The Cardholder does not sign on the Visa Debit Card, leading to fraudulent use by third parties, which is in breach of Clause 8.1
- (3) The Cardholder fails to submit the documents requested by the Bank, refuses to assist with the investigation or has other act of violation of the principle of good faith after carrying out suspension procedures for the Visa Debit Card.

16 Card Re-issuance, Card Replacement, Card Renewal after Expiry

Where the Visa Debit Card is damaged, magnetically erased, scratched, or unusable due to any other causes, the Bank may issue a new replacement card free of charge upon the Customer's application. If the Customer has any Loss or Theft of the Visa Debit Card and carries out suspension procedures in accordance with Clause 15, or if the Customer applies for a replacement card for personal reasons when the existing Visa Debit Card can still be used normally, the Customer shall pay a handling fee TWD100 per card for card re-issuance.

No charge shall be payable for the application for 3 Cards. However, the Bank will charge the Customer a fee reflecting the cost of such issuance once the Customer applies the forth Card. The Customer agrees the Bank to deduct the amount from the Customer's Designated Payment Account. The Bank may adjust this fee in accordance with the adjustment or amendment manners provided under Clause 20. If the Bank does not terminate the Visa Debit Card Service in accordance with Clause 20 upon expiry of the validity period of the Visa Debit Card, the Bank shall issue a new card to the Cardholder for continuous use. However, based on the bank's consideration of risk, safety, Cardholder's finance, credit, consumption and circumstances of use of the card, the Cardholder agrees that the Bank may decide not to issue a new Visa Debit Card to the Cardholder upon expiry of the validity period. Upon expiry of the validity period of the old card, the Bank may suspend the function of purchase by the Visa Debit Card and keep on the functions of the general ATM card. If the Cardholder wishes to use the purchase functions of the Visa Debit Card, the Cardholder shall file an application with the Bank to trigger the purchase functions and shall be deemed to have accepted the notes to the terms and conditions of the Visa Debit Card.

Prior to the expiry of the validity period of the Visa Debit Card, if the Cardholder does not wish to continue the use, the Cardholder must terminate the Visa Debit Card Service by notifying the Bank in accordance with the manners specified in Clause 20 prior to the expiry of the validity period or within 9 days from receipt of the new card, without reasons or with no fee. However,

this does not apply if the issued new card has already been used. If a subsequent application is filed, a handling fee TWD100 shall be charged for the issuance of a new card.

If the Customer applies for the re-issuance of a new card, a replacement card or a new card following expiry of the validity period, the Cardholder shall carry out the new card activation procedures in the manner agreed by the Bank. All functions on the old card will cease upon the activation of the new card.

17 Setoff and Deduction

If the Bank terminates the Visa Debit Card Service with the Customer in accordance with Clause 20, the Bank may make early repayment of all debts owed to the Bank from all deposits and amounts deposited by the Customer with the Bank and may use the prepaid amount to setoff against the debt owed by the Customer to the Bank. The Bank's expression of intention to perform the setoff shall become effective at the time the account is offset. In addition, any depository receipt or other debt certificate issued to the Customer by the Bank shall cease to be effective within the scope of the setoff. If the amount of setoff is insufficient to repay all debt owed by the Customer to the Bank, setoff shall be done in accordance with Articles 321 to 323 of the Civil Code, provided that the Bank may designate the order and manner which are more beneficial to the Customer than those stipulated under Article 323 of the Civil Code.

18 Amendment

In case of any amendment, addition or deletion of this Clauses, if the Bank notifies the Customer in writing, in legally allowed manner or any other manger agreed by the Bank, and if the Customer does not voice any objection within 14 days, the Customer shall be deemed to have confirmed such amendment, addition or deletion of clauses. However, in the event of any change to the following matters, the Customer shall be notified by letter, electronic mail/document 60 days prior to the change, or be publicly announced in an obvious manner or in the business location or website of the Bank if so allowed by law, such letter, electronic mail/document or the abovementioned public announcement shall clearly specify the matter of change and contents of the old and new provisions, the Bank shall inform the Customer that the Customer may voice objections to the matters of change and that the Customer shall be deemed to have confirmed such amendment, addition or deletion of clauses if the Customer does not voice any objection within such period, and the Bank shall inform the Customer that if the Customer has any objection, the Customer may notify the Bank to terminate the agreement during the objection period in the manger provided under Clause 20:

- (1) The manner to inform the Bank in the case of Loss or Theft of the Visa Debit Card.
- (2) The rights and obligations of the Customer incurred following other person's unauthorized use of the Visa Debit Card.

- (3) The procedures for handling questionable payments of the is a Debit Card.
- (4) Other matters specified by the governing authority.

Starting from the date on which the Customer uses the services provided under this Clause, the Customer shall pay the service fee and handling fee in accordance with the agreed fee scheme. In case of any adjustment to such fee scheme after signature of this Master Agreement, unless otherwise provided by this Clause, the Bank may publicly announce the adjusted matters 60 days prior to the adjustment date on the Bank's website or in obvious places of the Bank's business location or by a written notice or any other forms of notification agreed by the Customer. The Bank shall also inform the Customer if the Customer does not agree to the adjustment, the Customer may notify the Bank in writing to terminate the Visa Debit Card Service during such period and cooperate with the Bank to carry out termination procedures. If the Customer did not notify the Bank to terminate the Service within such 60-day period but continues to carry out dealings by Visa Debit Card with the Bank, it shall be deemed that the Customer has agreed to such adjustment.

19 Restrictions on Use of Visa Debit Card

In case of any of the following for any Customer or Cardholder, the Bank may lower the Cardholder's Daily Spending Limit or suspend the Cardholder's right to use the Visa Debit Card on temporary or permanent basis without prior notice or warning:

1. The Customer or Cardholder violates Clause 3.1, Clause 6.2, Clause 6.3, or Clause 6.4.
2. The Customer or Cardholder intentionally discloses to any third party the Cardholder's identify verification manner.
3. The Customer or Cardholder uses the Visa Debit Card to obtain financing directly or indirectly from any institution or any third party which is not approved by the governing authority.
4. The Customer or Cardholder declares files settlement application in accordance with Bankruptcy Law, files an application for bankruptcy declaration, files an application for company reorganization, is included in the transaction black list by any clearing house, ceases operation or cleans up debt.
5. The Customer or Cardholder is an agent, representative or manager of a judicial person or a non-judicial group which is included in the transaction blacklist by any clearing house, which files an application in accordance with Bankruptcy Law, against which an application for settlement is filed, which declares bankruptcy, which files an application or again which an application is filed for reorganization in accordance with Company Law, which ceases operation or which cleans up its debt.
6. The Customer or Cardholder is convicted of crime of at least term imprisonment for criminal matters or a decision is made to confiscate the Cardholder's main assets.
7. If the Customer or Cardholder inappropriately uses the Visa Debit Card or if the Bank determines

that there may be inappropriate use judging from the Cardholder's account, the Bank may suspend or terminate the Cardholder's use of the Visa Debit Card at any time and take back and cancel the Visa Debit Card.

In the event of any of the following for any Customer or Cardholder, the Bank may lower the Cardholder's Daily Spending Limit or suspend the Cardholder's right to use the Visa Debit Card on temporary or permanent basis after prior notice or warning:

1. The Customer or Cardholder violates Clause 3.2 and the Bank cannot contact the Cardholder by using the contact address and telephone included in the information provided during application or Cardholder changes the vocation or title which lowers the credit evaluation of the Customer or Cardholder.
2. The balance of deposit in the Customer's Designed Payment Account is insufficient to pay the purchase amount payable at the Debit Date.
3. The Customer or Cardholder violates Clause 5.2 and exceeds the Daily Spending Limit or the balance of the Designated Payment Account for purchases made with the Visa Debit Card.
4. The Customer or Cardholder's check is returned due to insufficient funds, or the Customer or Cardholder is the legal agent, representative or manager of any judicial person or non-judicial group of which any check is returned due to insufficient funds of such judicial person or non-judicial group.
5. The Customer or Cardholder is suspended from the use of any credit card or Visa Debit Card or the Customer or the Cardholder's contract for any credit card or Visa Debit Card is terminated by any other card issuer.
6. The Customer or Cardholder is subject to compulsory enforcement or provisional seizure, provisional disposition or other injunctive measures.
7. Litigation is filed against the Customer or Cardholder for other debt relationships or the Customer or the Cardholder is investigated or indicted for criminal involvement.
8. The Customer or Cardholder fails to pay other overdue debt to the Bank (including the Bank's headquarters or any subsidiary) or delays in the payment of principal or interest of any other debt.
9. The Customer or Cardholder has an obligation to provide guarantee and fails to provide such guarantee.
10. The joint liability guarantor, if any, terminates the guarantee or there is substantial truth to prove that the guarantor's creditworthiness has deteriorated, and the Bank's notification to change or add another guarantor was not answered.

If the events under Paragraph 1 or under various items under Paragraph 2 disappears, or if the Bank agrees for the Cardholder to provide reasonable justifications, or if the Cardholder repays part of the amount or provides appropriate guarantees, the Bank may reinstate the original Daily Spending Limit for the Cardholder or reinstate the Cardholder's right to use the Visa Debit Card.

20 Termination of the Visa Debit Card Service

The Customer or Cardholder may from time to time and at any time terminate the Visa Debit Card Service by the written application as set out in Paragraph 3 of this Clause.

Once the Cardholder resigns from the Customer, the Visa Debit Card shall be returned to the Customer at the same time.

If any of the events as set out in Clause 19.1 or Clause 19.2 occurs, or the Visa Debit Card expires, the Bank may terminate the Visa Debit Card Service in writing or in other manners agreed by the Bank. If the Customer or the Cardholder terminates or cancels the Visa Debit Card Service due to any event as set out in preceding Paragraph 1 of this clause or Clause 16.3 and Clause 18, the Customer or the Cardholder shall cut the Visa Debit Card and fill out a "Visa Debit Card Service Application Form" requested from the phone banking, or terminate by other application agreed by the Bank to terminate or cease the usage of the Card.

The Visa Debit Card Service will be terminated also while the termination of the Customer or the Cardholder's Designated Account.

Upon termination or cancellation of the Visa Debit Card Service, the Customer or the Cardholder shall not use the Visa Debit Card (irrelevant with whether the Visa Debit Card expires or not). The Bank may, at any time, taking into consideration the risk, security, the Customer or the Cardholder's financial, credit, consumption and repayment status, cease or cancel the usage of the Visa Debit function without ceasing to use the ATM function or terminating the Visa Debit Card Service.

21 Delegation

Refer to Master Service Agreement and Taiwan Country Condition The Use or Processing of the Customer's Information and Outsourcing Processing

22 Other Agreements

In addition to this Clause, the Customer or the Cardholder shall also comply with relevant provisions of the Bank for the accounts and ATM cards. With respect to the matters involved herewith which have not been stipulated in this Clause, the parties agree to enter into another agreement therefore.