

# Special Terms and Conditions for E. SUN Bank Dual-Currency Card

The cardholder agrees to apply for a dual-currency card (abbreviated as DCC hereafter) from E. SUN Bank (abbreviated as the Bank hereafter), and has understood, agreed to, and is willing to abide by the following terms and conditions:

## Article 1: Definition

- I. "Dual-currency card": This refers to a credit card with which the Bank and the cardholder can settle payments in NTD or other designated foreign currencies. Foreign currencies currently available for payment settlement include the United States dollar, the Japanese yen and the euro.
- II. "Via direct debit": This refers to the agreement between the Bank and the cardholder in which the latter authorizes the former to deduct funds from the designated automatic payment account on the day of the credit card payment due date every month, in order to pay for accounts payable.
- III. "Automatic purchase and payment of foreign exchange in NTD": This refers to an agreement between the Bank and the cardholder. When the cardholder has insufficient funds in his/her foreign currency savings account, it will lead to failed autopay for credit card accounts payable in foreign currency. In this case, the Bank may automatically convert NTD in the designated NTD savings account he/she has opened with the Bank to the designated foreign currency based on the foreign exchange rate on the day of failed autopay per the agreement. The funds will be deposited into the foreign currency savings account to immediately pay for credit card accounts payable in foreign currency.

## Article 2: Beginning of Card Usage

- I. When a cardholder applies for a DCC, the cardholder of the primary card should open a New Taiwan dollar demand deposit account, or a demand savings deposit account and a foreign currency combined deposit account at the Bank, in addition to applying for autopay for credit card bill in foreign currency from the foreign currency account, as well as automatic purchase and payment of foreign exchange in NTD.
- II. In the event of foreign currency refunds or foreign currency tax refunds, they shall be returned to the cardholder's credit card bill, and the Bank's rules pertaining to overpayment shall apply.
- III. The Bank approves the DCC cardholder's consolidated credit limit in NTD. Regardless of whether the cardholder conducts his/her transactions in NTD or a foreign currency, he/she should use the card within the consolidated NTD credit limit.
- IV. Installment payment plans are not available for transactions which the cardholder has agreed to settle in a designated foreign currency.
- V. Some domestic e-commerce merchants use foreign banks as their acquirers. When the cardholder uses a DCC, the amount of the transaction shall be converted to the designated foreign currency for settlement per mutual agreement, regardless of whether the purchase is made in NTD or a foreign currency.

## Article 3: Revolving Credit

- I. Per Paragraph 3, Article 14 of the Terms and Conditions for E. SUN Bank Credit Cards, the minimum payment due for the DCC shall be calculated in both currencies. However, if the aggregate of foreign currency accounts payable in the following cases is lower than US\$35/JPY3,500/EUR25, it shall be set at US\$35/JPY3,500/EUR25:
  - a. 10% of newly-added general spending of the current cycle (referring to the amount of products purchased, services received, and expenses paid using a credit card in the current cycle).
  - b. Outstanding balance that comprises non-installment plan credit card transactions from the previous cycle (including cash advance) plus 5% of the newly-added non-installment plan cash advance amount.
- II. Revolving credit interest: Per Paragraph 1, Article 15 of the Terms and Conditions for E. SUN Bank Credit Cards, revolving credit interest for the DCC shall be calculated in both currencies. If the cardholder pays off all the credit card accounts payable in each foreign currency before the payment due date of the current cycle, or if the remaining outstanding amount in each foreign currency is less than US\$35/JPY3,500/EUR25 after he/she makes the payment, no revolving credit interest will be collected (For cardholders in possession of more than two foreign currency credit cards or foreign currency supplementary cards issued by the Bank, the revolving credit interest for transactions settled in foreign currency and the calculation of "transactions that may be charged to revolving credit principal" shall be consolidated in each currency. If the consolidated balance is less than US\$35/JPY3,500/EUR25, no revolving credit interest will be collected.)

#### Article 4: Payment Methods & Offset

- I. If the cardholder encounters a situation of "automatic purchase and payment of foreign exchange in NTD", the Bank shall proceed with "automatic purchase of foreign currency with NTD for payment" based on the exchange rate listed on the Bank's spot exchange rate board no. 1 on the day of failed deduction per mutual agreement. If the cardholder has insufficient funds in his/her foreign currency savings account, funds shall be automatically withdrawn from his/her NTD account to purchase foreign currency for payment until the balance of that NTD account reaches zero.
- II. "Automatic purchase and payment of foreign exchange in NTD" refers to the conversion of NTD into foreign exchange transactions, which should be included in the rules of the competent authority for declaration of amounts. If automatic purchase of foreign exchange is paid in NTD, the sum of the total amounts of foreign exchange settlements in NTD exchanged for FCY on the same day from the same person at the Bank exceeds NT\$500,000, or if a single automatic purchase and payment of foreign exchange in NTD exceeds NT\$500,000, the automatic purchase of foreign exchange in NTD will not be effective, and the credit card FCY account payable will not be able to be debited for payment.
- III. With the exception of the situation of "automatic purchase and payment of foreign exchange in NTD", payment for credit card accounts payable in foreign currency is limited to automatic payment from a foreign currency account. The cardholder should ensure that he/she has sufficient funds in the designated foreign currency account for autopay before the credit card bill payment due date of each month. Accounts payable in each currency should be settled separately, and offset shall be made in accordance with Paragraph 4, Article 14 of the Terms and Conditions for E. SUN Bank Credit Cards. In the event of overpayment, the overpaid amount can only be used for the deduction of subsequent accounts payable in each currency, with the exception of the situation of "automatic purchase and payment of foreign exchange in NTD".
- IV. For payment methods of accounts payable in NTD, please refer to the descriptions on the Bank's website.

#### Article 5: Restrictions on Credit Card Usage

If the cardholder has closed his/her foreign currency account with the Bank, the Bank has the right to terminate his/her right to use a dual-currency card after notifying the cardholder.

#### Article 6: Other

If any of the following scenarios arises with the cardholder, the Bank may directly convert outstanding accounts payable in foreign currency to accounts payable in NTD (including the principal, revolving credit interest and various expenses) based on the closing exchange rate of the Bank's spot foreign exchange rate from the day prior to the occurrence of the scenario. Revolving credit interest shall be calculated in NTD until the amount is settled:

- I. The cardholder has applied for individual debt settlement negotiation, and has agreed to a date for card suspension.
- II. A card suspension date has been enforced as the Bank's compulsory card suspension mechanism has been set in motion.
- III. The cardholder has formally requested preliminary negotiation, preliminary mediation, reorganization, or clearance per the Statute for Consumer Debt Clearance, and the request procedures are consistent with the required time frame for case admission.
- IV. The cardholder has declared bankruptcy with a court of law per the Bankruptcy Law, and the declaration is consistent with the required time frame for case admission.

Be Prudent in  
Financial  
Management  
Your Credit Is  
Paramount

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