Terms and Conditions of Debit Cards

Article 1 Definitions

The terminology used in this agreement is explained below:

I. "The Bank debit card (including Debit Card with EasyCard service)" (hereinafter referred to as "debit card"): Refers to a card that, in addition to being used for domestic cash withdrawal, Smart Pay and fund transfer within the boundaries and terms of the Bank's ATM chip card agreement, may also be used to make purchases against signature at local and overseas merchants, in which the Bank has been instructed by the cardholder to collect proceeds from the cardholder's TWD demand deposit account to fulfill the merchant's claim. The card does not have a credit function, and does not offer cash advance or overdraft services.

II. "Cardholder": Refers to a customer whom the Bank has approved and issued a debit card to.

III. "Acquirer": Refers to a financial institution that has been authorized by a credit card organization to pay for the cardholder's purchases in advance when claimed by merchants.

IV. "Designated merchant": Refers to a retailer that has signed a merchant agreement with the acquirer to accept debit card as a form of payment.

V. "Daily spending limit": Refers to the maximum limit the Bank has imposed on the cardholder's cumulative use of a debit card in any given day.

VI. "Debit date": Refers to the date the Bank is instructed by the cardholder to collect a certain sum from the designated account and pay the acquirer or merchant for the cardholder's purchases.

VII. "Settlement date: Refers to the date the Bank or its authorized agent converts the cardholder's overseas purchase into TWD at the rate specified by the credit card organization.

VIII. "One-Time Password": Whenever the cardholder makes a specific transaction or applies for settings, the system will automatically send a One-Time Password (hereinafter, “OTP”) to the mobile phone number provided by the cardholder, the cardholder will then key in the OTP to complete the identity verification process, thereby ensuring the safety of online transactions or card-linked mobile payment (the transaction authentication code is randomly generated every time and only effective once).

Article 2 Application

To apply for a debit card, the Applicant must be a natural person who is a citizen of Taiwan or foreigner (including Mainland resident) aged 15 or above who has opened a deposit account with the Bank. Only one card may be issued for each master account. Holders of E.SUN ATM Cards may also apply to convert it into a debit card.

The Applicant is required to provide personal, financial and other types of information truthfully in the application form, and support them with authentic documentation when requested by the Bank. The Applicant also needs to have an TWD demand deposit account opened with the Bank and associate it with the debit card so that amounts can be debited directly (referred to as the "direct debit account"). The cardholder must notify the Bank of any changes made to details specified in the application.

The cardholder is required to get the ATM card code and activate the debit card after the Bank issues it. Once the cardholder gets the code and activates the card, the function of debit card transactions will start.

Article 3 Gathering, use, processing and cross-border transmission of personal information

The Applicant or cardholder shall give consents to the Bank, the counterparty financial institutions, Joint Credit Information Center, National Credit Card Center, any eligible users of personal information and any third parties that the Bank engages to perform its service to collect, process, transmit cross- border, and use their personal information to the extent permissible by law. The Bank shall not reveal the Applicant or cardholder's information to any third party other than the institutions mentioned above without the owner's permission or mandate of relevant regulations.

Article 4 Spending limits

The cardholder's spending limits are capped by the balance available within the designated direct debit account. The card can not be used for purchases when there is insufficient balance in the account.

The combined daily limit for debit card transactions, domestic withdrawal in foreign currency, domestic/overseas withdrawals and domestic/overseas Smart Pay shall not exceed NT$150,000 in any given day. For Type III Digital Securities Settlement Account holders, the combined daily limit for debit card transactions, domestic withdrawal in foreign currency, domestic/overseas withdrawals and domestic/overseas Smart Pay shall not exceed NT$100,000 per day.

Overseas spending are converted into TWD equivalents and are also subject to the limit. E.SUN Bank may adjust the daily spending limit at any time, provided that such changes are published in E.SUN Bank's place of business or website.

Article 5 Basic obligations of the parties in the agreement

The Bank shall process the cardholder's debit card transactions within the duty of care of a prudent manager, and shall provide acquirers and merchants with clear instructions as to whether to approve the cardholder's transactions.

The debit card is the property of the Bank, which the cardholder has a duty to hold and use in good care. The Bank authorizes the cardholder to use the debit card before the specified expiry date. The card can not be surrendered, lent, placed as security or in any other way possessed or used by a third party. The cardholder will be solely liable for any losses

that arise due to violation against this rule.

The cardholder must not conspire with a third party or a merchant to create fictitious transactions or commit fraud, or exchange the debit card for cash, loans or any gains.

The Bank is entitled to restrict or reject the cardholder's use of the Bank debit card or to terminate this contract if the purchase involves goods with high liquidity, the store where the cardholder works, or any high-risk merchants identified by the National Credit Card Center of R.O.C., or if the transaction is reasonably suspected as fictitious, fraudulent, counterfeit, exchange for cash, obtainment of illegal profits, or otherwise clearly unreasonable in the Bank's judgment due to the unusual time, location, item or amount (including purchases that are obviously not reasonable considering the cardholder's background such as identity, occupation and income, or risk reports are received from international organizations or other banks) at which it takes place.

The cardholder shall be liable to settle any amount payable that arises due to violation against Paragraphs 2 to 4 of this Article. Except in situations where the cardholder has reported the card as lost according to Article13, the cardholder will still be liable to pay for purchases that are made at times when the system is off-line, and special purchases that do not require the cardholder's signature.

The Bank has a duty to ensure the truthfulness of its advertisements, and shall bear obligations no lesser than what have been advertised. However, unless specifically explained otherwise, any credit card-related campaigns, services or agreements offered by the Bank shall be exclusive to credit card holders only, and are not applicable to debit card holders.

The cardholder shall maintain secrecy and refrain from revealing to any third party the password (including OTP)or other means of identification used on automated service equipment (e.g. Internet banking, phone banking, ATM, WebATM etc) , debit card activation process or other online transactions.

Article 6 Agreement review period

The Applicant may terminate this agreement at the Bank using the method described in Article 18, Paragraph 2, at any time within 7 days after receiving the debit card without having to state any reasons or bear any charges. However, the agreement can not be terminated once the newly issued card is used.

Article 7 General transactions

Upon receiving the debit card, the cardholder must sign immediately at the back of the card to reduce the chances of it being misused by a third party.

When using the debit card for a purchase, the cardholder will be presented with a sales slip which the cardholder is required to verify the details before signing. The cardholder should retain a receipt copy of the sales slip for future reference.

In situations where the merchant has agreed to return goods, cancel transactions, terminate services, switch purchased items or alter the price of a transaction made with the debit card, the cardholder shall obtain a sales return slip from the merchant and sign after confirming all details. The cardholder should retain a receipt copy of the sales return slip for future reference. However, where agreed between the cardholder and the merchant, certificates or other proofs of sales return may be used instead.

Merchants may reject the cardholder's debit card transactions in the following circumstances:

I. The debit card appears to be forged, altered, or is damaged, broken, punctured, badly signed or has had the signature altered.

II. The debit card has expired or has been reported lost according to Article 13, Paragraph 1, or that the underlying agreement has been terminated.

III. The Bank has suspended the cardholder's use of the debit card.

IV. The cardholder's signature on the sales slip is different to the pattern shown at the back of the debit card, or that there are other ways to prove that the debit card is not being used by the cardholder the Bank has approved.

V. The current transaction exceeds the Bank's cumulative daily spending limit or the cardholder's available balance in the designated account. However, exceptions are given in situations where the Bank has specially approved the merchant to accept use of the debit card.

VI. The merchant may refuse to return the debit card back to the user in situations described under Subparagraphs 1, 2 or 4 above. Complaints/appeals can be raised to the Bank if the cardholder encounters a situation where the merchant rejects use of the debit card for reasons other than the one stated in Subparagraph 4, or if the merchant demands additional charges for use of the debit card. Upon receiving the complaint/appeal, the Bank shall investigate or engage the acquirer to investigate the matter and inform the cardholder of the progress according to its operating policies. The Bank shall be liable to compensate any losses caused to the cardholder if the merchant's decisions above are found to have been the result of the Bank's negligence.

Article 8 Special transactions

All transactions using debit card must be established through the merchant's connected equipment; no purchases or payments shall be made using methods such as mail order, phone order, fax order etc. where the card is not connected to a machine. In accordance with transaction customs or the special nature of transactions, for purchases of products or services or payments made with debit cards via internet, mobile devices, vending machines or other similar methods, the Bank may use passwords, (including OTP), or other methods to identify the involved party as the cardholder and verify the cardholder's intent instead of sales slips or signature in person.

Article 9 Card statement

The Bank shall display details of purchases made entry-by-entry in the cardholder's TWD direct debit passbook or electronic statements (hereinafter called "statements" which said statements shall be sent only to designated e-mail account), and make them regularly available to the cardholder. The cardholder may inquire transaction details by updating the passbook or by accessing the Bank's electronic banking platform. Statements shall be delivered in electronic form. The cardholder may inquire and request the Bank to resend the current statement if it is not received within seven days after its scheduled delivery date.

Article 10 Account dispute processing procedures

The cardholder shall resolve any disputes with the merchant regarding the quality, volume and amount of goods or services delivered, and can not use them as excuses to have the Bank return the paid proceeds.

Should the cardholder have doubts toward the transaction or to details contained in the statement, direct debit passbook, or online banking statement, a request can be raised to the Bank within 30 days after the transaction date along with detailed reasoning and supporting documents to have the Bank retrieve sales slips or sales return slips from its or the acquirer's database, or to have the Bank chargeback the amount from the acquirer or the merchant according to the policies of the credit card organization. If the amount in question is charged back before the dispute is resolved, the Bank may withhold it (during it is inaccessible to the cardholder) until the matter is clarified.

Details of the direct debit passbook or statement would be deemed correct if no queries are made by the cardholder according to the above.

If the Bank charges back the amount in question from the acquirer or the merchant according to Paragraph 2, but later finds out that details contained in the direct debit passbook or statement are indeed correct or that the amount can not be charged back for reasons that are not attributed to the Bank's fault, the Bank may, after notifying the cardholder, deduct the chargeback from cardholder's direct debit account on the payment date. Any remaining shortfalls still need to be paid by the cardholder and shall proceed according to Article 11.

The cardholder is required to pay the Bank a processing fee for retrieving sales slips or sales return slips from the Bank or the acquirer. This processing fee is NT$50 per domestic transaction and NT$100 per overseas transaction. The Bank may adjust the abovementioned fees provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

Article 11 Payment

The cardholder agrees that, at the time the card is used for purchase, the Bank may earmark an amount equivalent to the purchase from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date). If the merchant or the acquirer does not make claims to the Bank 30 calendar days after the transaction date, the Bank shall remove its earmark from the amount.

To avoid currency fluctuations that may cause the Bank to earmark an amount insufficient for the payment, the cardholder agrees that, for every overseas spending, the Bank may earmark an additional 5% on the transacted sum from balances available in the cardholder's direct debit account (the cardholder will not be able to withdraw or make use of the earmarked amount), and pay this sum to the merchant or the acquirer on the day the claim is made to the Bank (i.e. the payment date).

If the cardholder's direct debit account has insufficient balance to meet a payment on the payment date, the Bank may refuse to deduct balance for that transaction. In which case, the cardholder agrees for the Bank to make advanced payment for the transaction and place an earmark of equivalent sum on the cardholder's direct debit account, and in the meantime notify the cardholder to make up for the shortfall. Until the cardholder makes up the shortfall, the Bank may refuse to deduct balance for that transaction.

If the cardholder fails to make up the shortfall before the payment date, the Bank may impose an "overdue charge" (a default penalty) totaling NT$200 for every month (or part thereof) starting from the day after the payment date until the day the proceeds are repaid in full. The Bank may adjust this penalty on a later date, provided that such changes are disclosed in a visible manner at the Bank's place of business or over its website.

In the above situation, the Bank may collect whatever balance is available in the cardholder's direct debit account on a daily basis starting from the payment date until such time when all payables and overdue charges have been settled.

Article 12 Authorization for foreign currency settlement

All debit card transactions shall be settled in TWD. If a transaction (including online transactions) is made in a foreign currency, or an overseas transaction is made in TWD (including merchants with an overseas acquirer and online transactions), the cardholder authorizes the The Bank to directly convert the amount into TWD at the exchange rate quoted by the international credit card organization on the settlement date, plus an overseas transaction service fee between 1.3% and 1.5% of the transaction amount (in which 0.8% to 1% is the fee collected by the international credit card organization. Please see the website of the Bank or statement for the latest service fee rates of international credit card organizations for overseas transactions.)

The cardholder authorizes the Bank to act as the foreign currency agent within the borders of Taiwan for the purpose of settling debit card transactions conducted overseas.

Should there be a change in exchange rate between the time the transaction is authorized and the time the transaction is

cleared by the credit card organization, and therefore resulting in insufficient earmark placed on the cardholder's deposits, the cardholder will still be liable to make up for the shortfall.

Article 13 Theft, misplacement or loss of the card

If the debit card is misplaced, stolen, robbed, scammed or in any way possessed by a third party (collectively referred to as "lost"), the cardholder must notify the Bank immediately (within 24 hours after the above occurrence) by phone or other acceptable means to stop the card, and pay a fee of NT$100 for every card reported lost (or NT$20 if no replacement card is to be issued). If deemed necessary, the Bank may instruct the cardholder within ten days after the loss report to file a report at the local police department no later than three days after receiving the instruction. The Bank may adjust the above lost card fee as deemed necessary, provided that changes are publicly disclosed in a visible manner within the Bank's place of business or over its website.

The Bank shall bear any losses caused by misuses of the card after the cardholder has reported the card as lost. In the following circumstances, however, the cardholder will still be responsible for losses even after the card has been reported lost:

I. The cardholder has allowed the misuse of card by a third party, or gives the debit card to another user on purpose.

II. The cardholder has conspired with a third party or a merchant to create fictitious transactions or to commit fraud.

III. The cardholder intentionally or negligently reveals password (including OTP) or other means of identification to a third party used on automated service equipment, debit card activation process or other online transactions.

The cardholder shall bear a maximum of NT$3,000 on losses incurred before the card is reported lost. In the following circumstances, however, cardholder is not required to share part of the losses (this Article does not apply to cash withdrawals, fund transfers and any transactions performed over an ATM that require the use of ATM password, for they are subject to comply with the terms and conditions of ATM cards outlined in the Bank's General Agreement for Account Opening):

I. Misuse of the debit card had occurred in the 24 hours before the card was reported lost.

II. The impostor's signature on the sales slip is distinguishably different to that of the cardholder by naked eye, or failure to identify the fake signature that would otherwise be possible had the checker exercised its duty of care as a prudent manager.

III. The impostor used the card to transact with certain merchants and within an amount that does not require signatures, which the Bank has later confirmed that the transactions were not initiated by the cardholder and nor was the cardholder part of the conspiracy.

If the Bank is able to prove that it has exercised the duty of care as a prudent manager, while the cardholder satisfies any of the exception clauses outlined in Paragraph 2 of this Article and meets any of the following descriptions, the cardholder's share of loss shall not be subject to the above limits:

I. The cardholder was aware that the debit card had been lost but did not take the initiative to inform the Bank immediately, or that the cardholder failed to inform the Bank for more than 20 days after the first misuse of the card.

II. The cardholder violated Article 7, Paragraph 1 of the agreement, failing to sign at the back of the debit card and gave a third party the opportunity to misuse the card.

III. After the debit card was reported lost, the cardholder failed to provide documents or refused to assist in the investigation when requested by the Bank, or that the cardholder had acted against the utmost good faith.

For misuses of the cardholder's debit card by others as described in Article 8 Special Transactions, if any of the circumstances described in the clauses of Paragraph 2 of this Article or listed below apply, the cardholder will still be responsible for losses incurred by fraud before a loss report or an application for card re-issuance is filed with E.SUN Bank:

I. The cardholder was aware that the debit card had been fraudulently used, but failed to immediately notify The Bank.

II. The cardholder had been notified by The Bank to complete procedures for re-issuing the card, but failed to timely complete or refused to complete these procedures.

III. After procedures requesting the debit card to be suspended and re-issued were complete, the cardholder failed to provide documents requested by The Bank, failed to assist in investigations, or engaged in other actions that violated the principle of good faith.

Article 14 Card re-issuance, replacement, and renewal upon expiry

The Bank may issue a replacement card upon the cardholder's request in the event that the cardholder reports the loss of the debit card in accordance with Article 13, or if the card has been rendered unusable due to smudges, demagnetization, scratches or other reasons (collectively referred to as "damages"). Unless the damages have been caused by the Bank, the cardholder shall be liable to pay charges listed in Paragraph 2 of this Article.

The cardholder shall pay relevant fees when applying for a new card, requesting a replacement card, reporting loss of a card, and using debit card functions.

The cardholder also authorizes the Bank to collect such fees directly from the cardholder's account. These fees may be set at the Bank's discretion.

The debit card is valid from the day it is issued and expires at the end of the month specified on the card.

The Bank shall remind the cardholder to apply for a renewal card issue before the debit card expires, unless the underlying agreement is terminated due to reasons described in Article 18. However, the Bank may, for concerns such as risk,

security, cardholder's financial strength, credibility, spending and repayment history etc, stop the debit card function and international withdrawals with magnetic trip function, once it has expired or become unusable for any reason, while retaining ATM functions such as domestic cash withdrawal, deposit, fund transfer and international withdrawal with IC on the old card. When the ATM Card expires and the cardholder don't have the willing of using, the cardholder must notify the Bank to terminate by Article 18 without having to state any reasons or bear any charges before the expire or renewal upon expiry within nine days. However, exceptions are given in situations where the cardholders used new card. The cardholder who apply for Card re-issuance, replacement, and renewal upon expiry should activate a card by the Bank accepts methods and the expired card are not allow to use.

Article 15 Offset and discharge

In the event that the agreement is terminated by the Bank according to Article 18, the Bank may take whatever deposits and debt entitlements the cardholder has over the Bank to settle any debts that cardholder owes to the Bank. (For check deposit accounts, the terms and conditions of the General Agreement for Account Opening allow the Bank to exercise its right of set off only after the check deposit account agreement is terminated) This offset shall be effected from the time the accounting entries are made. Once the Bank has exercised its right of offset, the cardholder's passbook, certificate of deposit and other debt entitlement certificates shall no longer serve as valid proof of possession where offset applies. If the amount of property does not cover all debts the cardholder has owed to the Bank, then the offset shall proceed according to the priorities outlined in Articles 321 to 323 of the Civil Code. However, the Bank may specify a priority of offset that supersedes Article 323 of the Civil Code if it works in the cardholder's favor.

Article 16 Agreement amendment

The Bank shall notify the cardholder any future changes made to the terms of the agreement in writing or using any methods permitted by law. The cardholder would be deemed to have accepted the change if no objection is raised within seven days. For the following changes, however, the Bank shall notify the cardholder through writing, electronic message, or public announcement at the Bank's place of business or over its website at least 60 days before taking effect. These notices and announcements must explain in details the changes made and compare the original to the revised terms in a clear, visible manner, while giving the cardholder the option to object before taking effect, and that the cardholder would be considered as having consented to the changes if no objection is raised within the given period. In which case, the cardholder also needs to be informed that the cardholder may terminate this agreement within the given time using the methods described in Article 18, Paragraph 3, if there are any objections with regards to the new terms.

I. Increases in annual fees, service charges and expenses of any kind to be borne by the cardholder.
II. Methods through which the cardholder may report loss or damage of the debit card to the Bank.
III. The cardholder's rights and obligations if another party has been authorized to use the debit card.
IV. Debit card transaction querying procedures.
V. Other matters stipulated by the competent authority.

Article 17 Restriction of use

The Bank may reduce the cardholder's daily spending limit or suspend use of the debit card without prior notice if the cardholder exhibits any one of the following:

I. Violation against Article 5, Paragraphs 2, 3 or 4.
II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases for two consecutive months from the payment date.
III. The cardholder declares bankruptcy or is declared bankrupt in accordance with the Bankruptcy Act, or has been blacklisted by Taiwan Clearing House.
IV. The corporate entity or non-profit organization in which the cardholder serves as a legal representative, representative or manager has been blacklisted by Taiwan Clearing House, declares bankruptcy or is declared bankrupt under the Bankruptcy Act, undergoes or is forced to undergo restructuring, ceases business operations or is liquidated.
V. The cardholder is sentenced for a criminal offense or has main properties seized by the court.
VI. The cardholder uses the debit card for inappropriate purposes or the Bank suspects the cardholder's account to be used for inappropriate purposes. In which case the Bank may suspend or terminate use of the debit card at any time, and recover the card to have it voided.
VII. The cardholder's account has been placed on alert.
VIII. The cardholder is ordered by a court to be subjected to guardianship or assistance.
IX. If the purchase involves goods with high liquidity, the store where the cardholder works, or any high-risk merchants identified by the National Credit Card Center of R.O.C., or if the transaction is reasonably suspected as fictitious, fraudulent, counterfeit, exchange for cash, obtainment of illegal profits, or otherwise clearly unreasonable in The Bank's judgment due to the unusual time, location, item or amount (including purchases that are obviously not reasonable considering the cardholder's background such as identity, occupation and income, or risk reports are received from international organizations or other banks) at which it takes place.

The Bank may reduce the cardholder's daily spending limit or suspend use of the debit card without prior notice if the cardholder exhibits any one of the following:

I. The cardholder violates Article 2, Paragraph 2, and the Bank is unable to establish contact using the mailing address

and telephone number provided at the time of application.

II. The cardholder maintains insufficient balance in the direct debit account to pay for purchases continuously for one month from the payment date.

III. The cardholder violates Article 4, Paragraph 1, and attempts to use the debit card for purchases exceeding the available balance of the direct debit account.

IV. The cardholder has checks returned due to insufficient deposit balance; or that the corporate entity or non-profit organization in which the cardholder is the person-in-charge, representative or manager has checks returned due to insufficient deposit balance.

V. The cardholder has had credit/debit cards suspended or credit/debit card agreements terminated by other card issuers.

VI. The cardholder is subjected to enforcement, provisional seizure, provisional disposition or other debt-securing measures.

VII. The cardholder is sued for other debt-related disputes, or is investigated or prosecuted for criminal offense.

VIII. The cardholder fails repay debts owed to the Bank (including the Bank's head office and branches), or exhibits delays in repaying principals or interests on debts owed to other creditors.

IX. The cardholder fails to fulfill guarantee obligations in accordance with agreements. The Bank may reinstate cardholder's daily spending limit or use of the debit card when the situations described in Paragraphs 1 and 2 no longer apply, or if the Bank accepts the explanations provided by the cardholder, or if the cardholder settles part of the debts owed or provides suitable collaterals.

Article 18 Termination of this agreement

The cardholder may visit the Bank and terminate this agreement in the method described in Paragraph 2 of this Article at any time.

The Bank may terminate this agreement by notifying the cardholder in writing or using any other agreed methods, should the cardholder exhibit any of the conditions described in Paragraph 1 or 2 of the preceding Article, or when the debit card is due to expire.

To terminate the agreement, the cardholder must approach the Bank in person.

Once the cardholder's direct debit account agreement is terminated, this agreement shall also be voided at the same time. The cardholder may no longer use the debit card once the agreement is terminated (even if the card is not due to expire).

The Bank may, for concerns such as risks, security, cardholder's financial strength, credibility, spending and repayment history etc, suspend or cancel cardholder's debit card function by giving a one-month written notice in advance.

Article 19 Governing laws

This agreement shall be governed by the laws of Taiwan. The constitution, efficacy and interpretation of debt relationships under this agreement shall be governed by the laws of Taiwan.

Article 20 Court of jurisdiction

The Cardholder agrees, except as otherwise provided by law (including but not limited to Article 47 of the Consumer Protection Act, Article 436-9 of Taiwan Code of Civil Procedure, or other provisions of exclusive jurisdiction), disputes arising from this Agreement shall be submitted to the jurisdiction of Taiwan Taipei District Court as the court of first instance.

Article 21 Business outsourcing

The cardholder agrees that the Bank may outsource transaction processing and other operations relevant to this agreement (e.g.: customer data entry; data uploading, processing and exporting; account receivables collection and legal proceedings; information system development, monitoring and maintenance; statement printing, binding and delivery; document filing; card production and delivery; marketing; and any [justified gathering, processing, cross-border transmission and use of personal information]) to suitable third parties or members of various credit card organizations if deemed necessary, subject to the governance or approval of the authority. The cardholder further agrees for the Bank to provide personal information to the abovementioned third parties. These third parties are also bound to comply with laws and maintain secrecy when processing or making use of the cardholder's personal information.

Article 22 Miscellaneous

In addition to this agreement, the cardholder also needs to comply with the Bank's terms and conditions on demand deposit accounts and ATM cards.

Any matters that are not addressed in this agreement or attachments thereof shall be governed by the Bank's policies or separately agreed between the two parties.

Be Prudent in Financial Management Your Credit Is Paramount

For other related rates, the Bank's website and promulgation items in the application form shall prevail.

Terms and Conditions and Important Notes on Debit Card with EasyCard services

Article 1 Terminology

Debit Card with EasyCard service: Refers to a chip-based card issued by the Bank in collaboration with "Easycard Corporation" that incorporates functionalities of a debit card and an Easycard. The Easycard functionality is cardholder-specific, which allows the cardholder to stop services and claim refunds if the card is lost. To enable services, the cardholder must agree to provide personal information to Easycard Corporation.

Easycard: Refers to a stored value card that Easycard Corporation has issued in the name "Easycard." Easycard holders may store monetary values and use them to pay transportation, parking and other services or goods within the boundaries permitted by law. The "Easycard" functionality attached to a Debit Card with EasyCard service is equivalent to an ordinary Easycard. Any new card types issued on a later date shall be subject to the eligibility criteria of Easycard Corporation and the latest announcements made by the Bank.

Autoload: Refers to an arrangement between the cardholder and the Bank that, when using Easycard functions of a Debit Card with EasyCard service, a certain amount of money is automatically collected from the Principal's account associated with the Debit Card with EasyCard service and added into Easycard balance using connected equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of Easycard Corporation for the latest availability) whenever the stored value is insufficient to make the current purchase. Autoload is treated the same as any other ordinary purchases made using a debit card.

Balance transfer: Refers to the transfer of the "Easycard" balance within the Debit Card with EasyCard service into an account specified by the cardholder. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account. Balance transfer takes approximately 45 working days to complete.

Associated merchant: Refers to a merchant that has signed a written agreement with Easycard Corporation to accept Easycards for goods and services purchased by consumers and any payments allowed by the authority.

Deferred goods or services: Refers to transactions where goods or services are delivered over a certain period of time, as compared to one-time delivery.

Article 2 Use of EasyCard

Initial use: The Easycard function of a Debit Card with EasyCard service is readily available without activation. A newly issued or replaced Debit Card with EasyCard service has an Easycard balance of zero. To use the Autoload service, the cardholder needs to activate both the debit card and the Autoload function. If the cardholder has used the EasyCard function without activating the Debit Card, the cardholder should remain liable for any debts of Autoload service. Autoload can not be de-activated after it has been activated by the cardholder.

Scope of use: The use of Easycard is granted by Easycard Corporation. The cardholder may spend Easycard balances for purposes outlined in Easycard Corporation's relevant Terms of Service and announcements. For details, please refer to the website: www.easycard.com.tw.

Top-up methods and limitations: The Easycard balance can be topped up repeatedly. Card balance is subject to the maximum limit imposed by EasyCard Corporation (the current limit per card is NT$10,000). The cardholder may top-up Easycard balance using the following methods:

Autoload: A Debit Card with EasyCard service with the Autoload function activated will automatically collect multiples of NT$500 from the Principal's account through the connected Autoload equipment (including AVM and EDCs for small purchases; ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services; refer to the website of Easycard Corporation for the latest availability) whenever the Easycard balance is insufficient to make the current purchase. The scope and limitation of Autoload services are subject to the latest regulations and announcements by Easycard Corporation and the Bank. The Autoload service does not incur service charges.

Manual top-up: The cardholder may top-up Easycard balance with cash at designated traffic offices, associated merchants, and any other locations announced by Easycard Corporation. Each top-up must be a multiple NT$100.

Machine top-up: The cardholder may top-up Easycard balance with cash using add value machines (AVM) and other selling machines installed by EasyCard Corporation at designated locations (including but not limited to MRT stations, and public/private carparks). Each top-up must be NT$100 or a multiple thereof.

Card expiry: The Easycard function has the same expiry as the debit card it is attached to. When the Debit Card with EasyCard service expires, both Easycard and Autoload functions will also be terminated.

No interest shall accrue on any balance in a Debit Card with EasyCard service. In addition to maintaining deposit provision in accordance with Article 18, Paragraph 1 of Act Governing Issuance of Electronic Stored Value Cards, EasyCard Corporation shall be required to transfer any balance in Debit Card with EasyCard service on trust in accordance with the said Act Governing Issuance of Electronic Stored Value Cards and relevant laws and regulations in order to protect the cardholder's interest. Where EasyCard Corporation entrusts the funds collected from issuance of Debit Card with EasyCard service to trust operations, the trustees so entrusted and beneficiaries shall be EasyCard Corporation and not the cardholders. As such the trust operation manages and handles the trust asset on behalf of EasyCard Corporation and

not the cardholders. However, a cardholder can request that EasyCard Corporation or trust operation to provide photocopies of the relevant provisions in the trust contracts. A cardholder shall have priority over other creditors and shareholders of EasyCard Corporation with respect to repayment of debts incurred by EasyCard Corporation with respect to the trust assets deposited with trust operation.

Non-transferability of Easycard balance: When the debit card is superseded by replacement issue due to expiry or damage, the Easycard balance can not be carried forward into the new card or any type of card. The remaining Easycard balance can only be refunded back into the c ardholder's designated account. Purchases with Easycard at any associated merchant are subject to a limit of NT$1,000 per transaction and NT$3,000 per day. However, neither the single nor the daily transaction limit applies to government collections, utility bills, tuition fees, medical spending, public transportation (including cable cards and public bicycles), parking fees or any other payments specially approved by the authority. The cardholder may not alter or allow others to alter any part of the Debit Card with EasyCard service, including but not limited to removing the Debit Card with EasyCard service chip, antenna or tamper with data stored inside the Debit Card with EasyCard service. The Bank and Easycard Corporation may claim compensation against the cardholder for any costs, expenses, losses or damages that are attributable to the cardholder's violation against the above terms. If the Debit Card with EasyCard service holder fails to notify the Bank of any changes to the contact address or contact information specified in the application form, the Bank and Easycard Corporation shall continue delivering future correspondences to the cardholder's last known address or the contact address specified in the application form. Once the Bank or Easycard Corporation has sent their correspondences to the cardholder's last known address or to the address specified in the application form, they would be deemed received after the usual time of delivery has elapsed. The Easycard balance does not accrue interest, and is protected by Easycard Corporation through a trust arrangement.

Article 3 Misplacement, theft, damage and loss of the Debit Card with EasyCard service

The Debit Card with EasyCard service is the property of the Bank. The cardholder has the responsibility to maintain proper custody of the card within the duty of care as a prudent manager, and prevent it from misplacement, theft, fraud, damage or possession by any third party. The cardholder shall also avoid revealing card-related information to others. If the Debit Card with EasyCard service is misplaced, stolen or in any way lost (collectively referred to as "lost"), the cardholder must notify the Bank or its designated agents immediately to have the debit card stopped, and pay a service fee of NT$100 to suspend Easycard's Autoload function when applying for a replacement card. If it so deems necessary EasyCard Corporation should notify the cardholder within ten (10) days of the latter reporting loss of Debit Card with EasyCard service, and requires the cardholder to file a report with local police authority or submit supplementary written notice to EasyCard Corporation within three (3) days of receipt of such notice. Where the cardholder fails to furnish the documents requested by EasyCard Corporation after filing a loss report , refuses to assist in an investigation, fails to file a police report or conducts itself in breach of good faith, it shall be held solely liable for all losses arising from its Debit Card with EasyCard service being used by others. Refer to the Bank's debit card terms and conditions of details on cardholders' rights and obligations in the event that the card is lost. In the event of a misuse, losses that have been topped up using the Autoload function at any time between 24 hours before the Debit Card with EasyCard service is reported lost until 3 hours after the loss is reported will be processed in accordance with the debit card terms and conditions. Misuses of existing Easycard balance within the first three hours after reporting the loss shall be borne by the cardholder, and any amount after the first three hours shall be borne by EasyCard Corporation. Within 45 working days after the card is reported lost, the Bank will collect back any amount it has prepaid for Autoload top-ups into the misused card from the balance maintained on record by Easycard Corporation as of three hours after the lost is reported. Any remaining balances will be refunded back into the cardholder's designated account. However, if the record shows a negative balance as of three hours after the loss report, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected by the Bank from the cardholder's designated account, regardless of whether the Autoload function is active.

Where the Debit Card with EasyCard service is lost, stolen or destroyed for reasons attributable to the Bank or EasyCard Corporation, no fee shall be levied on the cardholder for issuance of a replacement card.

Article 4 Replacement and renewal of Debit Card with EasyCard service

If the cardholder loses the Debit Card with EasyCard service, the Bank may issue a new card with exactly the same functionality but zero Easycard balance upon the cardholder's request. The cardholder may apply to issue a replacement card if the Debit Card with EasyCard service is rendered unusable due to smudges, demagnetization, scratches, malfunction or damages of any kind. Autoload and Easycard functions will be de-activated on the old card as a result. In such a case, the cardholder shall maintain the card and its chip intact and proceed to the Bank's branch for application for replacement. The new replacement card shall have an Easycard balance of zero. Easycard balances of the old card will be credited into the cardholder's designated account within 45 working days after the Bank receives the damaged card. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account. When a Debit Card with EasyCard service expires, the Easycard function will be rendered unusable and Autoload will also be de-activated at the same time. Unless it is due to occurrence of any event that would terminate the Debit Card with EasyCard service agreement, the Bank agrees to issue a new card to the cardholder with an Easycard balance of zero when the existing Debit Card with EasyCard service expires. Easycard balances of the expired card will be credited into the cardholder's designated account within 45 working days after expiry. If the Easycard balance is negative, however, the cardholder shall agree to treat this negative balance as an ordinary purchase and have it collected from the designated account.

Article 5 EasyCard suspension and procedures for processing EasyCard balance

Within the valid period of the Debit Card, to suspend the Easycard function, the cardholder may request for a full refund of Easycard balance through one of the following channels:

Visit the Easycard customer service center with an identity proof, and the Easycard balance will be refunded in cash net of processing fees for the termination.

The debit card function remains available.

Use an AVM located at any MRT station to perform the return. The Easycard balance will be refunded by the Bank to the cardholder's designated account, while the debit card function remains available.

Send the card back to the Bank in pieces via registered mail, and the Bank will process a "balance transfer." If the cardholder fails to send the card back to the Bank, the cardholder should remain liable for the debts of all the transctions and Autoload service which are made after the "balance transfer."

Article 6 Procedures for transaction records and card balance queries

The cardholder may use the "Easycard inquiry terminal" or approach offices located at various MRT stations to check the Easycard balance and the last six transactions. The cardholder may also contact Easycard Corporation for card-related queries by dialing: 412-8880 (or 02-412-8880 for mobile users and Kinmen/Matsu residents), address: 13F, No. 3-1, Yuanqu St., Nangang District, Taipei City. The Bank must show the date and amount of Autoload transactions in the cardholder's debit card passbook or statement. Should the cardholder have any queries regarding the transaction history or the balance, the cardholder may raise a validation request to the Bank by submitting relevant documents before the payment due date. For Easycard purchases where deferred goods are not delivered or where the cardholder holds disputes regarding the services provided, the cardholder may appeal the purchase to Easycard Corporation if the dispute can not be resolved with the associated merchant. Doing so would require the cardholder to submit a proof of transaction (e.g. original purchase order for deferred goods or services, original invoice or other documents suffice to prove the transaction) and the card used for the purchase to Easycard Corporation. Once verified, Easycard Corporation will return payments back to the cardholder.

Article 7 Termination events

The Bank may suspend or terminate the cardholder's use of Easycard functions if the cardholder is found to have violated the terms of the agreement or exhibits any of the following; in which case, the Bank will instruct Easycard Corporation to perform balance transfer and use the proceeds to repay any outstanding amounts the cardholder has purchased with the card, and terminate Autoload function in the meantime:

The cardholder purchases an illegal product, service or transaction using the Debit Card with EasyCard service with an "Easycard" associated merchant or at a location specified by the Bank.

The cardholder conspires with a third party or an associated merchant to create fictitious transactions or commit fraud, or exchanges the card for cash, loans or any illegitimate gains.

The cardholder violates the Bank's debit card terms and conditions, or that the Bank suspends or cancels uses of the debit card or terminates the debit card agreement.

Article 8 Procedures for processing payables

Any processing fees, commissions and other charges that the cardholder is liable to pay under these clauses shall be claimed collectively as debit card payables.

However, charges for the following services that are provided by Easycard Corporation at the cardholder's request shall be collected by Easycard Corporation either separately from the cardholder or directly from the cardholder's Easycard balance:

Termination charges: The cardholder is required to pay Easycard Corporation a fee of NT$20 when requesting for a full refund of remaining balance. (The NT$20 fee shall be waived if the card has been used for 5 times or more and has been held for 3 months or longer)

Transaction inquiry charges: In addition to making free inquiries on card balance and the 6 most recent transactions using an automated service machine offered by Easycard Corporation, the cardholder may also approach Easycard Corporation to make inquiries on full transaction details for the last 5 years, subject to a fee of NT$20 for the first page and NT$5 for every page thereafter.

(Example #1: an inquiry on Easycard transaction history between August 1 and August 5 returned one page of details; total charges payable were NT$20.

Example #2: an inquiry on Easycard transaction history between August 1 and December 25 returned 3 pages of details; total charges payable shall be NT$20 for the first page + NT$5 for the second page + NT$5 for the third page = NT$30.)

Article 9 Amendment to these Terms and Conditions

All further changes to the special clauses shall be effected according to the Bank's debit card terms and conditions.

Article 10 Miscellaneous

Any other uses of Easycard functions associated with the Debit Card with EasyCard service that are not explained here shall be governed by the E.SUN Commercial Bank's debit card terms and conditions, the "Easycard Terms and Conditions" relevant Terms of Service of Easycard Corporation, and announcements made by the two companies.

Important notes on Debit Card with EasyCard service

Article 1

Autoload: A Debit Card with EasyCard service with the Autoload function activated will automatically collect multiples of NT$500 from the cardholder's

account through the connected Autoload equipment whenever the Easycard balance is insufficient to make the current purchase.

Article 2

Ticketing machines at Taipei Metro, Maokong Gondola, Taiwan Railways and carparks are not connected to the network and hence do not provide Autoload services. The Debit Card with EasyCard service needs to have Easycard balance topped up with cash at these places before making purchase. Autoload service can only be performed using an AVM and EDC for small purchases (such as devices used in convenience stores).

Article 3

The Easycard function of the Debit Card with EasyCard service can not be used to purchase Taiwan High Speed Rail tickets.

Be Prudent in Financial Management Your Credit Is Paramount

For other related rates, the Bank's website and promulgation items in the application form shall prevail.