

## iPASS MONEY terms and conditions of contracted institution

When applying to iPASS Corporation (hereafter referred to as the Company) for the electronic payment account collection function, the user shall follow the Company's procedures for verification and provide relevant data and documents, and shall not conduct any transaction collection with varying collection methods offered by the Company until passing the Company's verification.

### **Article 1. Glossary definitions**

The definitions of terms used in this terms and conditions are as follows:

1. **Payment custody:** When making payment through the Company's electronic payment account, the transaction amount will be retained in the dedicated bank for a certain period of time before being appropriated to the contracted institution. The payment custody period shall be adjusted in accordance with the contracted institution's attributes.
2. **Immediate appropriation:** When the amount paid by the user is put in the dedicated bank account, it will be immediately appropriated into the electronic payment account of the contracted institution.
3. **Offshore institution:** It refers to an institution that is incorporated and registered according to the statutory laws and regulations of another country or region (including mainland China) for the e-payment institution business equivalent to what is defined in the Act Governing Electronic Payment Institutions.
4. **Payment account of offshore institution:** It refers to the online account offered by offshore institutions to the user, which is equivalent to the electronic payment account defined in the Act Governing Electronic Payment Institutions.
5. **Cross-border services:** They refer to the services provided by the payment collection user approved by the competent authorities for cooperation with offshore institutions as prescribed by Article 15 of the Act Governing Electronic Payment Institutions by using the offshore institution payment account for remitting collected or paid amounts as an agent in the territory of the Republic of China for actual transactions made through physical channels from the natural person without a domicile in Taiwan.
6. **Cross-Institution Shared Platform Shopping Services:** This refers to users of cross-institutional entities other than the Company purchasing goods or services from our contracted institutions. These users use their accounts from cross-institutional entities to make payments to our contracted institutions through a common "TWQR".

7. Cross-Institutional Entities: These are entities participating in the "Electronic Payment Cross-Institution Shared Platform Shopping Functions" offered by Financial Information Service Co., Ltd.

## **Article 2. Consent of the contracted institution**

1. The contracted institution shall comply with the laws and regulations, and service specification agreed by the contracted institution when using the cash flow service provided by the Company to collect funds (hereinafter referred to as the "collection service").
2. When a transaction dispute arises between the contracted institution and the payor user, the Company shall, in the spirit of service, assist the users in resolving the transaction dispute. If any loss or damage is suffered by the Company, the contracted institution shall be liable for damages, and the Company may claim any relevant legal rights against the contracted institution.
3. If the contracted institution fails to comply with this Terms for contracted institution, the service description on the Company's website, or the operation tips and rules on the transaction page, the Company may refuse to provide the contracted institution with part or all of the collection service, and the contracted institution shall bear the responsibility arising therefrom. If the Company's false payment is attributable to the contracted institution, which causes the payment of transaction to be disbursed in advance to the e-payment account or deposit account of the contracted institution, the contracted institution shall return such payment within the time limit notified by the Company, and agree that the Company may deduct such payment from the balance of the contracted institution's e-payment account or other collected funds as agent for the contracted institution and/or suspend the contracted institution's right to withdraw such amount of payment from its e-payment account to its deposit account. In addition, the contracted institution shall bear the related fees.
4. The Company may use the information registered to the Company by the contracted institution for the purpose of printing or establishing the business catalogue, except when the contracted institution refuses to be published.
5. The contracted institution shall be responsible for the safekeeping and confidentiality of the special account and password issued by the Company for the collection service, including but not limited to the testing account and password.
6. The Company may inquire the contracted institution of the goods for transaction or the content of the service item provided by the contracted institution. The contracted institution shall have the responsibilities to disclose and describe the

- providing goods and services in detail and indicate other related matters (such as additional fees), and shall ensure the correctness of the transaction data.
7. The contracted institution shall handle the issues of unified invoice and tax filing in accordance with the relevant provisions of the tax law.
  8. The contracted institution agrees to cooperate with the Company, the cooperative financial institutions of the collection service or the competent authorities (such as the Financial Supervisory Commission, etc.) to conduct the checking operation regularly or irregularly (the checking content including but not limited to transaction records or abnormal transactions) and handle the relevant matters. In addition, the contracted institution agrees that the Company or other authorized authority may perform the necessary data security check on the contracted institution to ensure the security of the transaction data.
  9. The contracted institution may contact the customer service unit of the Company immediately after encountering a transaction obstacle. The contracted institution shall not contact the person whose identity has not been confirmed by the Company, so as to avoid losses of other users due to the leakage of personal data or related information of transactions. The contracted institution shall be liable for damages if the loss of the above circumstances is attributable to the contracted institution.
  10. The contracted institution shall disclose at a conspicuous place on its business website or physical store that the payment service of transaction is provided by “iPASS Corporation”. The specific disclosure method shall be subject to the provisions of the Company.
  11. The Company may(could) require the contracted institution to undergo the necessary education and training and to cooperate in the outreach of laws and regulations.

### **Article 3. Online Transaction**

1. For electronic transactions via Internet connection, the contracted institution shall be responsible for necessary checks of its counterparty of the transaction.
2. The contracted institution shall disclose the relevant information of the traded goods or services (such as the following example) to the payor user before the transaction, and shall retain all order records, shipping documents and customer receipts. If a transaction dispute arises, the Company will assist the
  - Commodity Price: Transaction amount (including business tax).
  - Payment method: The payment method provided.
  - Product Content: The content of the goods or services provided.
  - Contact: Customer Service Information (Contact Phone and E-Mail

Address).

- Delivery method: How and when the goods are sent (courier, postal, postal charges and who should be burdened, or other matters).
- Return conditions: Return methods and conditions.
- Hesitation period: The message and period of the “product hesitation period”.
- Other conditions: Whether the product has import and export restrictions or additional taxes (special instructions are required for different countries and regulations).
- The disclosure related to the sale of goods in accordance with the laws (such as licensed number or certificates issued by the government).

#### **Article 4. Transaction of Physical Channel**

1. Transaction of physical channels refers to the services that the user may use via a mobile device or other portable devices to scan QR Code provided in physical channels (stores) for the collection and payment of funds when undergoing real transactions.
2. When the user conducts a transaction in a physical channel (store), both parties to the transaction shall pay and receive the payment by using the Company’s payment application APP, and the user shall abide by the Company’s APP-related usage rules.
3. The user shall not modify the content of the Company’s APP or any part thereof for any purpose in any way.
4. The recipient user shall not provide the payor user with the service of exchange for cash or change if their payment of transaction is made via the Company’s APP at the physical channel.
5. The contracted institution shall clearly disclose the use of the Company’s APP payment methods and restrictions in the physical channel (store) business premises to clearly inform the payor user.

#### **Article 5. Confidentiality and Ownership**

1. Unless otherwise required by law or the competent authority, the contracted institution shall keep any of the payor user’s transaction data and other relevant information known due to this collection service in confidence so as to comply with the Personal Information Protection Act and relevant regulations.
2. All patents, trademarks, business secrets, other intellectual property rights, ownership or other rights of relevant business data, services and software and hardware devices in the service system of collecting and making payment as an

agent are owned by the Company. Unless otherwise required by law or the competent authority, the contracted institution shall keep them confidential. Without the consent of the Company, the contracted institution shall not reproduce(remake), transmit, modify, edit, publish or use them for any other purpose. The contracted institution shall be responsible for damages if any loss is suffered by the Company or the third party, including but not limited to loss of property, reputation or goodwill.

3. The confidentiality obligation under this Article shall survive the termination or the expiration of this terms and conditions.

#### **Article 6. Matters especially agreed to herein**

1. The contracted institution shall not be involved in the financial products or services not approved by the competent authorities for collecting or paying transactions as an agent, and the transactions prohibited by statutory laws and regulations, or as announced by respective central industry competent authorities.
2. If the contracted institution sells or offers deferred goods or services, it shall follow the relevant laws and regulations to process performance escrow or trust delivery and disclose the information on the performance escrow or trust delivery to users.
3. When using the service of collecting and paying actual transaction amounts to collect the transaction amount, the contracted institution shall properly keep the relevant transaction data, documents and receipts for at least five years. It shall also follow the Company's request to offer the data related to the transaction content, such as transaction terms, performance method and results, as well as its business items and qualifications. For the data requested by the Company, the contracted institution shall give a detailed account and provide required documents.
4. When the Company works on collecting and paying the amount of an actual transaction as an agent, and after the contracted institution establishes an order, the contracted institution shall ship the goods to the user upon receiving the information on the paid order from the Company, whereby the Company shall appropriate the amount to the contracted institution upon receiving the instruction from the user who makes the payment for immediate appropriation or after the end of the payment custody.
5. After agreement and confirmation by the contracted institution for refunding, the Company will convert the refunded amount into the stored value fund after confirming the original order's payment status and complete the refunding within

15 workdays.

6. In the event that the preceding refunding operation cannot be made, the Company shall inquire the user if they can provide their own deposit account which can be used for the refunding operation.
7. In case of any questions regarding transaction details or account affairs from the user, the Company will set up a case number and respond to the user on the handling status within 7 workdays.
8. Unless otherwise stated by law or required by the competent authorities, the contracted institution shall keep confidential the data collected from its use of the service of collecting and paying transaction amounts as an agent, and comply with the Personal Data Protection Act.
9. The contracted institution agrees that, within the scope allowed by law, the Company may register the data of signing and termination of the contract with the contracted institution in the Joint Credit Information Center. When the Company accepts the registration application from a non-individual contracted institution and when the Company's actual transaction amount with the individual contracted institution reaches the monthly transaction sum required by law, the Company may inquire the Joint Credit Information Center for the information on the contracted institution's contract signing and termination as reported by the electronic payment institution and contracted store's contract signing and termination reported by the credit card business institution, and the data required by other competent authorities, in which the relevant records shall be kept.
10. The contracted institution agrees that, as required by the cross-border service operation, the Company may provide the offshore institution with the information regarding the store's name, business administration No., business items, merchandise sales website, transaction data, etc.
11. If the contracted institution applies to use the cross-institution shared platform shopping service (hereinafter referred to as "TWQR Shopping Service") provided by the Company, the contracted institution agrees to comply with the following:
  - (1) Upon the Company's approval of the TWQR Shopping Service applied by the contracted institution, the existing electronic payment account collection service will be augmented to include QR Code payment operations provided through mobile device applications offered by cross-institutional entities.
  - (2) the Company provides TWQR Shopping Service data interfacing and management systems and accepts the responsibility of collecting

transaction payments on behalf of the contracted institution. The contracted institution shall proceed with the delivery of goods or provision of services to the payer based on successful transaction messages returned by the Company.

- (3) The list of cross-institutional entities applicable to TWQR Shopping Service shall be based on the information that Financial Information Service Co., Ltd notified the Company.
- (4) The contracted institution should display the trademark or identifier of the TWQR Shopping Service provided by the Company. If the aforementioned trademark or identifier needs to be used for purposes other than providing the TWQR Service, the contracted institution must obtain prior permission from the owner of the trademark or identifier. Such permission does not constitute any form of rights or obligation transfer.
- (5) Any disputes over refunds between the contracted institution and the payer involving the TWQR Shopping Service should be handled through communication between the contracted institution and the payer. However, the Company may provide necessary assistance.
- (6) The contracted institution agrees that the Company may, as required for the operation of the TWQR Shopping Service, submit or register information such as the store name, tax identification number, business address, and other relevant information and transaction data of the contracted institution to Financial Information Service Co., Ltd.
- (7) The contracted institution shall complete system development and testing according to the technical documentation provided by the Company. Any costs incurred during the testing period shall be borne by the contracted institution.

#### **Article 7. Contracted institution's liabilities**

1. If the contracted institution has physical channels, it shall conduct educational training for its cashiers, and shall not allow the cashiers without educational training to engage in the electronic payment account collection job.
2. The contracted institution shall not evade the payment instructions under the business management rules of electronic payment institutions to have transactions made by split bills or other improper ways.
3. The contracted institution is liable for custody of the documents covering transaction data, related documents, receipts and the orders showing user's electronic payment account.
4. The contracted institution shall delete or cease processing or using the

documents covering transaction data, related documents, receipts and the orders showing user's electronic payment account in accordance with relevant laws and regulations.

5. The contracted institution shall not make advance payments for relevant fees on behalf of the user, and request the Company to make the payment later on.
6. Unless a contracted institution has a due reason and both parties agree to it, contracted institution shall not restrict or reject user's use of the electronic payment account for payment or participation in various kinds of special offers.
7. Unless the contracted institution has a due reason and both parties agree to it, the contracted institution shall not pass on the service fee and other expenses required by the terms and conditions to the user, or increase the price for other reasons. If confirmed by the Company as true, it shall be deemed default and the Company may suspend the transaction or directly terminate the Agreement.

**Article 8. Amount appropriation method and collection of service charge**

The Company's collection or payment of the actual transaction amount as an agent shall be processed in accordance with the periodic clearing and settlement agreed by both parties, in which the contracted institution shall pay the expenses to the Company as per the rate or service charge agreed by both parties, or the amount agreed by both parties.

**Article 9. Modification or termination of the terms and conditions**

1. Matters not covered by the terms and conditions shall be subject to the laws and regulations relevant to the Act Governing Electronic Payment Institutions and the "iPASS Electronic Payment Institution Business Standard Form Contract" and other relevant announcements.
2. For any amendment to the terms and conditions, the Company shall notify the contracted institution as required by the preceding "iPASS Electronic Payment Institution Business Standard Form Contract" for change of the contract articles or according to the method agreed by both parties at least 7 days prior to the amendment taking effect. In the case that the contracted institution disagrees with the amendment, it may notify the Company of termination of the terms and conditions in writing or by e-mail or other methods offered by the Company before the amendment's effective date. If the contracted institution fails to put forth any objection to the amendment before the amendment effective date, it shall be deemed as consent to the amendment.
3. The contracted institution may notify the Company of termination of the terms and conditions at any time in writing or by e-mail or other methods offered by the Company.



4. In case of termination of the terms and conditions, the Company shall notify the contracted institution at least 30 days prior to the termination date in writing or by e-mail, pushing notification of the collection service app or other methods agreed by both parties.
5. In case of any of the following circumstance occurring to the contracted institution, the Company may immediately suspend part or all of the collection service. If the circumstance is serious, it may terminate the terms and conditions and the “iPASS Electronic Payment Institution Business Standard Form Contract” and notify the contracted institution in writing, or by e-mail, text message, pushing notification of the collection service app or other methods agreed by both parties:
  - (1) Engaging in any transaction which is illegal or prohibited by the government.
  - (2) The license or company business registration required by performance of the terms and conditions is revoked by the administrative authority.
  - (3) The business is closed; settlement, bankruptcy, reorganization, liquidation, or dissolution is petitioned in accordance with the Bankruptcy Law; the bill credit is poor; the account is repulsed as announced by the clearing house; the business is suspended; as enforced by the court or administrative authority, the business is suspended and the company’s operation is discontinued or there are other matters that can affect the bill credit and make the terms and conditions unable to be fulfilled.
  - (4) The ownership of all the business assets and property or operating concessions have been assigned to others.
  - (5) Those who do not cooperate for identity verification or re-check.
  - (6) Those who are likely to submit false identity data.
  - (7) There is considerable evidence showing that the contracted institution has conducted illegal acts, such as fraud and money laundering, or has been suspected of engaging in such illegal acts through the electronic payment account.
  - (8) Discretionary transfer of the rights or obligations of the terms and conditions to a third party without consent of the Company.
  - (9) Petition for bankruptcy declaration according to the Bankruptcy Law or request for pre-negotiation, pre-mediation, renewal or liquidation proceedings pursuant to the Statute for Consumer Debt Clearance, or processing of the same or similar procedures in accordance with other statutory laws and regulations.
  - (10) The contracted institution or user is illegal as reported by relevant authorities or other electronic payment institutions.

- (11) As ordered by judicial or relevant authorities, the amount of the electric payment account has been seized or the purview of the contracted institution is suspended.
- (12) Violation of Paragraph 5 of Article 14 of the “iPASS Electronic Payment Institution Business Standard Form Contract”.
- (13) Other material violations of the “iPASS Electronic Payment Institution Business Standard Form Contract” or the terms and conditions.

**Article 10. Court of competent jurisdiction**

The terms and conditions shall be governed by the laws of the Republic of China as the applicable laws and construed according to the laws of the Republic of China. In case of any litigation arising out of the terms and conditions, both parties agree that Taiwan Kaohsiung District Court shall be the court of competent jurisdiction for the first instance unless otherwise stated by law.