

The Standard Form Contract for the Business of Electronic Payment Institutions

iPASS Corporation (hereinafter referred to as the “Company”) provides services (hereinafter referred to as the “Service”) for the businesses referred to in Article 4 of the Act Governing Electronic Payment Institutions (hereinafter referred to the “Act”). To safeguard the interests of the user, the Company has provided all the clauses of the electronic payment institution business standard form contract (hereinafter referred to as the “Contract”) for the user to bring home to review or announce the details on the Service webpage, for which the user’s reviewing period is three days.

When applying for the Service, the user shall first review, understand and agree to the contents of the Contract before signing it or clicking the “I agree” box on the Service webpage, and also provide relevant information required for the identity verification class applied for in order to complete the registration. The Contract shall be concluded only after the Company has followed the procedure to process and accept the user's application for registration and notified the user by e-mail or push notification (including but not limited to the push notification for bell messages, latest information, general information, wallet messages, etc.; the same also applies to the following) of the Service mobile device App (hereinafter referred to as the “Service App”).

When the user applies to the Company for purchase of a bearer stored-value card, the Company shall state important matters on the stored-value card or on the website and indicate all the clauses and contents of the Contract on the business service webpage. The Contract shall be concluded only after the user uses its bearer stored-value card.

Article 1 Company Information

1. Permit No. issued by the competent authority: Jin-Guan-Yin-Piao-Zi No. 10600168000
2. Company Name: iPASS Corporation
Representative: Tai-Hsiang Liao
3. **(Customer service hotline / service hours)**
iPASS stored-value card: (07)791-2000 / 7:00 – 22:00
iPASS electronic payment: (02)6631-5190 / 9:00 – 22:00
(Email address)
iPASS stored-value card: service@i-pass.com.tw
iPASS electronic payment: ipassmoney@i-pass.com.tw
4. Website: <https://www.i-pass.com.tw/>
5. Business address: 4F., No.1, Zhong’an Rd., Qianzhen Dist., Kaohsiung City

Article 2 Definitions

The terms used in the Contract are defined as follows:

1. **User:** It refers to an individual or an entity that has signed a contract with the Company for using an electronic payment account or stored-value card to transfer payment funds or store the value of an amount.
2. **Contracted institution:** It refers to an institution which has signed a contract with the Company that allows users to use electronic payment accounts or stored-value cards to pay for actual transactions.
3. **Electronic payment account:** It refers to a payment instrument that accepts the registration and account opening by users to keep track of their funds transfer and funds deposit record online or through the electronic payment platform and uses electronic equipment to convey the receipt/payment information via connectivity.
4. **Stored-value card:** It refers to a physical or non-physical payment instrument issued in the form of a chip, card or certificate equipped with data storage or computing functions that uses electronic, magnetic, or optical technology to store monetary value.
5. **Collecting and making payments for real transactions as an agent:** It refers to the business where the Company accepts the funds transferred by the payer based on an actual transaction and transfers the payment for the actual transaction to the payee after certain conditions have been met, upon expiry of a certain period or after receiving a payment instruction from the payer.
6. **Accepting deposits of funds as stored value funds:** It refers to the business where the Company accepts the funds deposited by the payer in advance and uses an electronic payment account or a stored-value card for multi-purpose of payments.
7. **Domestic and foreign small-amount remittances:** They refer to the business where the Company uses an electronic payment account or a stored-value card for transfer of the funds below a certain amount in accordance with the payment instructions given by the payer that are not based on actual transactions.
8. **Deposit account:** It refers to the same-currency demand deposit account opened by the designated user at a financial institution when the user registers an electronic payment account or withdraws funds from his/her electronic payment account.
9. **Dedicated deposit account:** It refers to the demand deposit account opened by the Company at a bank as required by law, which will be exclusively used for deposits of the funds to be used by the user for making payments.
10. **Electronic document:** It refers to the record made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, but capable of conveying the intended information for electronic processing.

11. **Payment via agreed linked deposit account:** It refers to the service where, when conducting its electronic payment business, the Company gives a debit instruction to the account opening financial institution according to the agreement between the user and the financial institution, so as to transfer the fund from the user's linked deposit account opened at the financial institution for the Company to collect the payment from the user and to record the payment amount and funds transfer activity occurring in the electronic payment account of such user.
12. **Payments referring to the amounts within the following scope:**
- (1) Collecting and making payments as an agent: Funds collected or paid for actual transactions as an agent and payments collected for domestic and foreign small-amount remittance services.
 - (2) Stored value funds: They refer to the funds collected for the value storage service.
13. **Multiple-purpose of payments:** It refers to the amount of the stored value in an electronic payment account or a stored-value card, which is allowed to pay for the goods or services provided by individuals or entities other than the electronic payment institution, make payments to government agencies and pay the amount approved by the competent authorities. However, the following conditions are not included:
- (1) Cases where the stored value can only be used to pay for transportation, which has been approved by the competent authority of transportation in charge.
 - (2) Product (service) gift certificates that can only be used by making a request to an individual or an entity specified by the issuer for the delivery or supply of a product or service.
 - (3) The stored value funds of a stored-value card or registered electronic payment account issued or accepted by all levels of government agencies are pre-deposited by the government agency in question for the payer.
14. **Warranty period:** In case of any non-artificial damage to a stored-value card as of the day that the card is sold, leading to the card becoming unusable, the Company can renew the card and the warranty period free of charge.
15. **Artificial damage:** It refers to the circumstances where the surface of the stored-value card evidently has artificial scratches, breaks, bends, cutoff corners, holes, stickers (except for those authorized by the issuing agency), is smeared by foreign materials or shows chip protrusion, breakage, or the appearance and the number of the card cannot be identified, and as judged by the Company, the damage is attributable to artificial improper use, which prevents the card from continued use.

Article 3 Agreed matters

The Company and the user acknowledge and agree to the following:

1. The Service includes:
 - (1) Collecting and making payments for actual transactions as an agent.
 - (2) Receiving stored funds.
 - (3) Engaging in domestic and foreign small-amount remittances.
 - (4) Providing storage segmentations or application programs in a stored-value card for the others to use.
 - (5) Other businesses approved by the competent authorities.
2. The Company shall be responsible for any dispute arising out of the Service provided under this Contract, whereas the dispute arising from other transactions between the user and the contracted institution that are unrelated to the Service will be dealt with according to the legal relationship between both parties.
3. The Company and the user may use electronic documents as a means to declare their intent.
4. For any withdrawal from the user for payment, the Company shall not pay in cash; instead, it shall transfer the amount withdrawn by the user to the user's same-currency bank deposit account, unless otherwise required by the competent authorities.
5. The ownership and utilization of interest or other income earned from funds that are deposited in the user's dedicated deposit account shall be determined in accordance with applicable laws and regulations.
6. In the case that the user requires a foreign exchange declaration in its use of the Service, it agrees to be subject to the regulations of the Central Bank.
7. The user shall not use the Service in an illegal manner, nor shall it provide its electronic payment account or stored-value card for illegal use. In case of violation, it shall assume the legal consequences thereof.
8. When the user has opened more than one electronic payment account at the Company, the amounts of payments received and made by respective accounts shall not exceed the limit set for the respective types of accounts, whereas the total limit on those accounts combined shall not exceed the highest limit set for electronic payment accounts registered and opened by the user.
9. By allowing the user to use the automatic value deposit service with the agreed linked credit card or deposit account, or with the electronic payment account depositing an amount into the stored-value card, the Company shall, as agreed by the user, set an upper limit for the amount of each application and daily automatic stored value, and provide the mechanism for the user to adjust the upper limit and cease the automatic value deposit service.

10. The user agrees that the Company may, within the extend of specific purposes permitted by laws and regulations, collect, process and use its personal information by itself or through a third party, and agrees that the Company may, within the extent permitted by laws and regulations, make inquiry of the user's information with the Joint Credit Information Center (hereinafter referred to as "JCIC") and other relevant institutions, and deliver or register the aforementioned information and transaction records to, or with, JCIC or other institutions as required by laws and regulations.
11. If the user is a minor, the Company may adjust (reduce) the transaction limit for the actual transaction amount received or paid through the electronic payment account as an agent, stored value, or domestic and foreign small-amount remittance within the statutory limit. The legal representative may also apply for adjustment (reduction) on the aforementioned transaction limit, and transaction data as well as other related information of the minor user's electronic payment account.
12. After the minor achieves his/her majority, the Company may, on its initiative, adjust the transaction limit for the actual transaction amount received or paid through the electronic payment account as an agent, stored value or domestic and foreign small-amount remittance within the statutory limit to be same as that of the adult.
13. In case of any error made by the Company or breakdown of system equipment resulting in entering into user's electronic payment account or stored-value card or making excess payment, once discovered, the user agrees to authorize the Company to offset the excess amount from its electronic payment account or stored-value card, correct the account records, and notify the user via e-mail, telephone, SMS, LINE notification message or push notification of the Service App. In the event that the amount left in the electronic payment account or stored-value card is insufficient for a debit deduction, the user shall immediately disburse the amount or make good any deficiency to the electronic payment account or stored-value card upon receipt of the Company's notification

Article 4 Confirmation of identity information

The Company shall retain the information obtained from user identity verification programs and relevant records on carrying out all kinds of user identity verification programs for at least 5 years after the closure of the business relationship, or longer if it is so required by other laws and regulations. The same shall also apply in case of user's change of its identity information.

The user shall confirm that the information provided by it at the time of registration or processing the stored-value card registration operation is accurate, truthful, and consistent with then circumstances, and promptly notify the Company if

such information has any change later on.

When the Company confirms the user's identity, those who are in any of the circumstances specified in Article 4 of the Regulations Governing Anti-Money Laundering of Financial Institutions will be rejected from application for the Service. The user is obligated to assist and cooperate with Company in execution of the programs for verification of the user's identity by law. For those who fail to cooperate in identity verification, the Company shall suspend their transaction function.

Article 5 Instructions for use of electronic payment accounts

The Company, based on the extent of the limits defined in the "Regulations Governing Identity Verification Mechanism and Transaction Amount Limits of Electronic Payment Institutions" (hereinafter referred to as the Identity Verification and Transaction Limit Regulations), has set up varying upper limits for a variety of transactions made through users' electronic payment accounts according to different levels of identity verification. Any transaction that exceeds the limit will not be able to be completed:

1. Type 1 electronic payment account:

- (1) The cumulative amount of collection and payment of real transactions per month shall be agreed between the Company and the user.
- (2) The balance of stored value funds deposited shall be limited to an amount no more than NT\$100,000 or its equivalent,
- (3) Each small-amount domestic and foreign remittance shall be limited to no more than NT\$100,000 or its equivalent. The cumulative collection and payment amount for small-amount domestic and foreign remittances of an individual users shall be limited to an amount no more than NT\$1,000,000 or its equivalent per month. The cumulative collection and payment amount for small-amount domestic and foreign remittances of a non-individual user shall be limited to an amount no more than NT\$10,000,000 or its equivalent per month.

2. Type 2 electronic payment account:

- (1) The cumulative collection and payment amount per month shall be limited to an amount no more than NT\$300,000 or its equivalent.
- (2) The balance of the stored value funds deposited shall be limited to an amount no more than NT\$50,000 or its equivalent.
- (3) Each small-amount domestic and foreign remittance shall be limited to an amount no more than NT\$50,000 or its equivalent.

3. Type 3 electronic payment account:

- (1) The amount of cumulative payment received and made as an agent for real transactions per month shall be limited to NT\$30,000 or its equivalent. By considering its risk tolerance or user's actual need, the Company may raise the amount of monthly cumulative payment received and made as an agent for real transactions. However, the cumulative payment amount of real transactions per month shall not exceed NT\$100,000 or its equivalent, and the cumulative payment amount for real transactions per year shall not exceed NT\$360,000 or its equivalent.
- (2) The balance of the stored value funds deposited shall be limited to an amount no more than NT\$10,000 or its equivalent.
- (3) The small-amount domestic and foreign remittances received from the electronic payment account of a lineal relative or guardian of the user in the same institution shall be cumulated and limited to an amount no more than NT\$10,000 or its equivalent per month.

The collection function of type 1 and type 2 electronic payment accounts for receipt and payment of actual transactions as an agent shall be reviewed and approved by the Company before enforcement.

The user understands and agrees that, for domestic and foreign small-amount remittances, the Company adopts the immediate transfer payment for the service of fund transfer between electronic payment accounts, in which, upon receipt of payer's payment instructions, the Company will record the transfer of the fund from the payer's electronic payment account to the payee's electronic payment account. In case of any dispute over the transferred fund between payer and payee, it shall be resolved by both payer and payee on their own and the Company will not list the fund in question as a disputed fund.

Article 6 Instructions for use of stored-value cards

1. Use scope and validity period

- (1) The use of stored-value cards is limited only to the contracted institution's business premises, websites or automated service equipment labeled with the Company's identification mark.
- (2) The Company shall not set a valid period for the use of the monetary value deposited in the stored-value card. However, it is not limited to the stored-value card issued and offered by the Company with unlimited frequency of use, but the terms of use and the way to terminate the use shall be stated on the stored-value card.
- (3) In the event that the user has not stored any value or used the stored-value card to complete a transaction for more than ten consecutive years, the Company

may stop the transaction function of the stored-value card. If this is the case, the user may make a value deposit or initiate the card opening program to re-activate the transaction function of the stored-value card.

- (4) The warranty period of the stored-value card is one year, but the warranty period of those that are issued in cooperation with other institutions shall be determined as required by respective products. In addition, for the stored-value card issued by the Company with a preferential offer in conjunction with the public transportation business referred to in the “Act of Encouraging Public Transportation Development”, the use period and the matters to be handled after termination of the use are prescribed respectively below:
- i. The term of the use of the stored-value card starts from the first use date or the purchase date.
 - (i) Non-stored value type: The number of days or agreed date indicated on the card shows the valid days of the preferential offer. The card must be used consecutively and will remain valid from the activation date until the transportation institution’s closing time on the expiration date.
 - (ii) Value storable type: The expiration date set by the stored-value card indicates the number of days valid for the preferential offer.
 - ii. In case that the stored-value card is insensible and cannot be used for any reason, it can be taken care of at the place designated by the Company.
 - iii. When terminating the contract of the stored-value card, the service fee shall be charged in accordance with Subparagraph 2 of Paragraph 1 of Article 11. The refunding method of the ticket card shall be subject to the regulations of the Company and the transportation institution.

2. Automatic debits to stored-value cards

- (1) The stored-value card debit method shall be subject to the agreement between the Company and the contracted institution, in which online real-time transactions or other non-online real-time transactions shall be carried out and the user can complete the debit by slightly touching the sensor area of the ticket inspection machine or the debit equipment with the stored-value card.
- (2) If the transaction amount exceeds the stored value balance, the stored-value card transaction will not be completed and no partial debit will be made either. However, it is not limited to the conditions below:
 - i. The user and the Company agree that the Company can make a single advance payment for user’s expenses of public transportation or parking defined in the “Act of Encouraging Public Transportation Development”, of which the user shall make up for the advance payment when depositing the value the next time.

- ii. The Company allows users to concurrently make up for the deficiency of the transaction in question with cash or a gift certificate.
- (3) In the event that the user brings two or more stored-value cards with him/her (regardless of whether they are issued by a same electronic payment institution) causing any repetitive debit from the sensor facilities as a result of simultaneous induction of two or more stored-value cards, the Company shall assist the user in resolving any arising dispute.
3. Fund deposit method: The user shall come to the physical service counter set up or authorized by the Company, automated service machines or websites or automatic value-added equipment to process the fund deposit for the reloadable stored-value card and concurrently confirm if the balance of the stored value of the card after reloading is correct. In case that the user discretionarily changes the data of the stored-value card or applies for a value deposit to a third party, the Company is not accountable for it.
4. Stored value and transaction limits
 - (1) The value balance of each stored-value card is limited to NT\$10,000. Unless otherwise agreed by both parties, the value balance of a stored-value card shall be denominated in NT dollars (rounded to the nearest dollar).
 - (2) No interest will be given for the value balance of a stored-value card.
5. In the case that the user is under any of the following circumstances, the Company shall, after confirming the monetary value balance of the stored-value card and no dubious payments and deducting the agreed service fee, return the balance of the stored-value card:
 - (1) The user of the registered stored-value card requests the Company to return all or part of the stored value balance or terminates the Contract after presenting the stored-value card or completing the loss reporting procedure in accordance with the Contract.
 - (2) The user of the bearer stored-value card applies to the Company for terminating the Contract.
 - (3) When the user follows the Contract to request withdrawal of the fund or termination of the Contract, the incurred postage or remittance fee shall be at the user's expense.
6. Loss, theft, or damage/destruction of stored-value cards
 - (1) If the bearer stored-value card is lost, stolen, robbed, defrauded, or possessed by a third party other than the user (hereinafter referred to as lost or stolen) or destroyed, the user shall not report the loss and make a request to stop the payment.
 - (2) In the event that the registered stored-value card or other stored-value cards

which can be reported loss by law is lost or stolen, the user shall promptly notify the Company or other agencies designated by the Company by telephone or online, process the loss reporting and suspension procedure and pay the loss reporting service fee in accordance with Article 11. In the case that the Company discovers any illegal acts, such as fraud or money laundering, occurring to the stored-value card, it shall notify the user within 10 days after the day that the loss reporting procedure is accepted, and request the user to report the case to the local police agency within 5 days after the day that the user receives the notification. However, in case of force majeure (e.g., natural disaster or catastrophe), the case reporting can be made within 5 days after the end of the force majeure.

- (3) That the user of the registered stored-value card or other stored-value cards which can be reported loss by law reports loss of the card by telephone or online in accordance with the preceding prescription shall be deemed to have completed the loss reporting procedure. Any loss arising from fraudulent or misappropriated use of the card shall be borne by the Company. However, for the period within 3 hours after completion of the reporting procedure made as per the preceding requirement, any loss incurred from fraudulent or misappropriated use on non-online real time transactions shall be borne by the user.
- (4) After processing the loss reporting procedure, if the user of the registered stored-value card or other stored-value cards which can be reported loss by law fails to submit the identity confirmation documents requested by the Company, refuses to assist the Company in investigation without due reason, fails to report the case to the local police agency within the period required by item (2) of this paragraph and provide the evidence showing that the case has been reported, and still fails to put forth the aforementioned documents within 5 days after service of the Company's demand notice, the loss incurred from the fraudulent and misappropriated use shall be paid by the user on its own.
- (5) In the case that the stored-value card is damaged or the registered stored-value card and other stored-value cards which can be reported loss by law are lost, stolen, or destroyed, the user may apply to the Company for re-issuance of the stored-value card. However, with a justifiable reason, the Company is allowed not to issue a stored-value card with the same card face pattern and same card material, shape, and size.
- (6) In the case that the stored-value card is damaged or the registered stored-value card and other stored-value cards which can be reported loss by law are lost, stolen, or destroyed and the cause is attributable to the Company or contracted

institution, the user shall not be requested to pay the stored-value card re-issuance cost.

Article 7 Verification mechanism

The verification mechanism for electronic payment account transactions is as follows:

1. The Company shall notify the user via e-mail, telephone, SMS, LINE notification message or push notification of the Service App each time after taking the user's payment instructions, and the user shall check if the processing result has any errors. If there is any discrepancy, the user shall, within 45 days from the date of the Company's notice, notify the Company via e-mail or customer service hotline and request it to investigate.
2. The Company shall conduct an investigation immediately after receiving the user's preceding notice, and inform the user of the investigation status or result via e-mail, telephone, SMS, LINE notification message, or push notification of the Service App within 30 days from the date that the Company receives the notice.
3. The Company provides free services by allowing the user to inquire its transaction records and fund deposit records in the past year on the Service App or website at any time, and, as requested by the user, offering the transaction records and fund deposit records existing for more than one year but less than five years after transaction or deposit. If the user applies to the Company for written or digital transaction records or fund deposit records existing for less than five years, the Company may charge the user the transaction record inquiry fee in accordance with the fee collection standard under Subparagraph 1 of Paragraph 1 of Article 11.

The Company shall request the contracted institution to provide the user with the transaction confirmation record according to any of the following ways when the user completes a transaction with the stored-value card:

1. Provide the transaction voucher showing the debited amount of the stored-value card and the balance of the stored value for verification.
2. When the user completes a transaction, the debited amount for the transaction and current stored value balance are displayed and the user may choose whether to print the transaction voucher or not.
3. When the user completes a transaction, the debited amount for the transaction and current stored value balance are displayed, and the Company provides the user with the channel for ex-post inquiry of transaction records.
4. The user is informed of the debited amount for the transaction and the balance of the stored value via SMS, e-mail, online platform, mobile device App or other agreed methods, after completing a transaction.

Article 8 Handling of transaction errors

In the case that a transaction error occurs due to the cause not attributable to the user, the Company shall assist the user in making correction and provide necessary assistance.

If a transaction error occurs due to the cause attributable to the Company, the Company shall make correction upon learning it. If it is a transaction made through the electronic payment account or registered stored-value card, the Company shall simultaneously notify the user via e-mail, telephone, SMS, LINE notification message or push notification of the Service App.

If an error occurs to an electronic payment account transaction with the cause attributable to the user and if it is the mistake made by the user by transferring the transaction amount to a wrong account number or with a wrong amount in its application or operation, the Company shall take the following actions upon receiving a notice from the user:

1. Providing details and relevant information on the transaction amount in accordance with applicable regulations.
2. Notifying respective users and request them to render assistance.
3. Reporting back to the user on the handling status.

Article 9 Security of electronic payment accounts and registered stored-value cards and handling of fraudulent use

The user is obligated to exercise its due care to the account number, password or certificate, registered stored-value card or other viable instruments for identity verification provided by the Service, and shall not assign or lend it by any means to others.

In case that the Company or the user discovers that a third party fraudulently uses or steals the user's electronic payment account number, password or certificate or registered stored-value card, or engages in any other unauthorized use, it shall promptly notify the other party via e-mail, SMS or telephone, request cessation of the Service and take necessary prevention measures. When the Company discovers that the electronic payment account number or stored-value card is suspected of illegal use such as fraud and money laundering, it shall notify the user within 10 days after accepting notification of the case, and request the user to report the case to the local police agency within 5 days after service of the notice. However, in case of force majeure (e.g. nature disaster, catastrophe), the case reporting can be made within 5 days after the end of the force majeure.

The user of the registered stored-value card shall be deemed to have completed

the loss reporting procedure if it makes the notification in accordance with the preceding regulation. After finishing the loss reporting procedure, the Company shall be liable for the loss in accordance with Article 6.

Prior to the user notifying the Company as required by preceding paragraph 2, if any loss occurring to its electronic payment account as a result of use of the Service by a third party, the Company shall bear the loss, but it is not limited to any of the circumstances below:

1. The Company could prove that the loss results from an intentional or negligent act of the user.
2. The user fails to notify the Company of check of the data or billing content within 45 days after service of the notice by the Company via push notification of the Service App for reconciliation of data or bills. However, if the user could not receive the notice due to a special circumstance (e.g. on a long trip or hospitalization) but could provide supporting documents, the calculation of the period of 45 days shall start from the end of the special circumstance. Nevertheless, it is not limited to any deliberate intention or negligence of the Company.

In the event that, after notifying the Company in accordance with the preceding paragraph 2, the user fails to submit the identity confirmation document requested by the Company, refuses the Company's investigation without due reason and does not report the case to the local police agency within the period required by the preceding paragraph 2 and put forth the case reporting evidence, the loss resulting from the fraudulent or misappropriated use incurred by the user's failure to submit the aforesaid document within 5 days after service of the electronic payment institution's demand notice shall be borne by the user on its own.

Fees incurred in investigating the facts of the fraudulent or misappropriated use referred to in the preceding paragraph 2 shall be borne by the Company.

The Company shall post at a conspicuous place on the Service webpage the ways by which the user can report fraudulent and misappropriated use of its data covering account number, password, registered stored-value card, etc. and the notification methods, including telephone and e-mail, for any other use without legal authorization. Unless force majeure or other material events, the Company shall provide the service of accepting such notices 24 hours a day all year round. The user agrees that when it uses the Service, the Company may document in detail the user's logon information (including the IP address and logon time), activities taken place and other records required to be retained by law.

Article 10 Security and management of information system and related responsibility

To ensure security of user's transmission or transaction data, the Company shall follow the "Regulations Governing the Standards for Information System and Security Management of Electronic Payment Institutions" (hereinafter referred to as the Security and Management Standards) to adopt the standards for the Service's information system and benchmark for the security management operation.

When the user logs into the electronic payment platform, the Company shall confirm the user's identity in accordance with the Security and Management Standards. On the other hand, when an error of identity authentication occurs, the Company's system will automatically stop user's access to the Service in accordance with the preceding requirements. If the user intends to restore the access, it shall go through the related formalities as agreed.

Both the Company and user have the obligation to ensure security of the information system they have used, prevent illegal access to the system to steal, alter or destroy business records or user's personal data. With regard to the dispute arising out of the Company's information system protection measures or loopholes, the Company shall bear the burden of proof to show that the fact is not exist. In case of any cause not attributable to the user, the Company shall be liable for the transaction loss.

Article 11 Fees

The Company will charge the user various fees according to the agreed standard rates for its use of the Service.

1. Transactions through the electronic payment account

- (1) The user agrees to authorize the Company to deduct relevant fees directly from its electronic payment account.
- (2) Fees for inquiry of transaction records: When the user applies to the Company for written or digital records of transactions or fund deposits for a period less than five years, the fee for the first page is NT\$20, and NT\$5 will be added per page for the following pages. The aforesaid written transaction records are subject to A4 size paper. The user's original ID card shall be presented when collecting the written transaction information.
- (3) Other fee items, calculation methods and amounts shall be subject to the announcement made at a conspicuous place on the Company's business service webpage.

2. The Company may collect the following fees from the user of the stored-value card

or directly debit them from the fund balance of user's stored-value card:

- (1) Card production cost: The cost charged for production of the stored-value card (including replacement after damage) shall be subject to the announcement for the sale price. As for the stored-value card issued in cooperation with respective institutions, the charge shall be determined in accordance with the provisions of respective cooperation institutions.
- (2) Fees for reissuance after loss reporting and renewal: If the registered stored-value card or any other stored-value card which can be reported lost by law is lost or stolen, the fee for each time of user's loss reporting shall be charged as follows:
 - i. The actual cost for loss reporting and reissuance of a stored-value card issued in conjunction with a credit card shall be determined according to the terms set forth by respective credit card issuers, but the loss reporting and reissuance fee shall be limited to NT\$200 at most.
 - ii. For the registered stored-value card issued not combining with a credit card and any other stored-value card which can be reported lost by law, if there is no application for reissuance, the fee for loss reporting is NT\$20. If reissuance is applied, the card production fee shall be paid additionally. The fee for loss reporting along with card production is NT\$100 in total.
- (3) Operation fee for contract termination: The user shall pay a fee of NT\$20 for the operation of contract termination when applying to the Company for termination of the contract. However, if the stored-value card has been used for five times or more and for a period of 3 months or more, the fee can be exempted. If the user applies for refund of all stored value balance (the stored-value card shall be presented when filing the application) and termination of the Contract at the same time, the Company may only collect a service charge for the refunding or the operation of contract termination. The frequency of uses shall be based on the number of transactions displayed on the automated service machine when inquiring the information, in which fund deposit records shall not be included in the calculation of the number of transactions. For the stored-value card which is sent back due to being unusable, if it is confirmed to have been used less than five times or no more than 3 months, the operation fee for contract termination is required to be paid when receiving the fund balance.
- (4) Transaction record inquiry fee: In addition to the free inquiry of stored-value card transaction records and stored value balances through the automated service machine offered by the Company, the user may apply to Company for providing written stored-value card transaction records for the period within five years according to the charges below: NT\$20 for the first page, and NT\$5

will be added per page for the following pages. The aforesaid written transaction records are subject to A4 size paper. The stored-value card of the inquired card number shall be presented when receiving written transaction data.

- (5) Registered postage: While no postage will be collected from the user for the replacement of the stored-value card having non-human made damage, the user shall pay postage for other cases such as an application for a refund, contract termination, registration, reissuance after loss reporting, etc., when the stored-value card is sent back to the user. The registered postage shall be calculated according to the General Post Office's domestic mail rate for small packages.
- (6). Remittance fee: When the user applies to the Company for redemption of all or part of the stored value balance or contract termination, it shall pay the remittance fee, and the fee shall be charged according to the standards announced by the Company's trust management bank for the corporate account.
- (7) Card opening fee: A stored-value card will be immediately locked and cannot be used or deposited with funds under the circumstance referred to in Subparagraph 3 of Paragraph 1 of Article 6 or after termination of its contract. If the user intends to restore the card's function and the card information can be verified by the Company, the fee shall be charged according to the terms below:
 - i. The standard type stored-value card (in the size of 85mm*54mm) may be post-delivered to the Company for processing and a fee of NT\$20 will be added as the card opening fee. However, it is not limited to the preferential registered card which is otherwise subject to the requirements of respective county/city governments.
 - ii. Due to its special pattern, the function of the non-standard type stored-value card cannot be restored once being locked. Hence, the request for post-delivery card opening will not be accepted.
- (8) Extension fee: The preferential registered stored-value card has an identity valid period. In case of failure to extend within the valid period, the card will become invalid and cannot be continuously used. To restore its function, the user shall do the extension procedure and pay an extension fee of NT\$20.
- (9) Registered service fee: The user of a bearer stored-value card shall pay a registered fee of NT\$49 when applying to the Company on the internet for the registered service. However, it is not limited to the iPASS combining other registered instruments, such as social welfare card, corporate card, digital student ID, etc., with which their respective requirements shall be followed.

The fees of the Service adjusted by the Company shall be announced at a conspicuous place on the Service webpage and the user shall be notified via e-mail, telephone, SMS, LINE notification message or the push notification of the Service App at least 60 days prior to the adjustment effective date, unless the adjustment is favorable to the user.

Article 12 Calculation of currency exchange rates

The Service's onshore businesses conducted by the Company, the amounts received and paid between onshore users as well as clearing settlements and liquidation shall be made in NT dollars or a foreign currency.

For the cross-border businesses conducted by the Company, the ones referred to the relevant acts required by Paragraph 2 of Article 15 of the Act and approved by the competent authorities and the amounts received and paid between onshore users as well as clearing settlements and liquidation shall be made in NT dollars or a foreign currency, whereas the amounts received and paid offshore as well as clearing settlements and liquidation shall be settled in a foreign currency.

The Company shall post on the Service webpage its daily exchange rates or the ones displayed by the reference banks and the names of the cooperation banks.

Article 13 User protection

The Company shall set aside provisions out of the stored value funds received by it according to the Banking Act or other relevant statutory laws and regulations, and use them as the underlying deposit insurance referred to in the Deposit Insurance Act.

For the balance of the stored value funds left after deducting the provisions set aside in accordance with Article 20 of the Act and the amount of funds collected/paid as an agent, the Company shall adopt the following way with the full amount:

- The full performance guaranty from the bank has been obtained.
- It has been fully delivered for trust. Given that both of the trust's assignor and beneficiary are the Company, rather than the user, when the Company, instead of the user, delivers the aforesaid funds for trust, it shall be the Company, rather than the user, as the trustor to manage and dispose of the trusted property. Thus, any of the user's claims arising out of the Service based on the funds paid by the user will have precedence over the ones filed by other creditors of the Company.

Article 14 Primary obligations of both parties of the Contract

The Company shall keep confidential of the information of the transactions made between the user and the contracted institution and other relevant data, except

otherwise required by law or the competent authorities.

The Company shall exercise its due care as a good administrator to deal with the matters regarding settlements of the user's transactions made through its electronic payment account or stored-value card, and handle the transactions made by the user by using the electronic payment account or stored-value card at the Company or contracted institution.

The user shall first confirm accuracy of the Service webpage address before using the Service. It understands and agrees to comply with all kinds of service rules announced on the relevant websites of the Company.

The user is aware that the Company will notify it of the status of its use of the Service via e-mail, telephone, SMS, LINE notification message or push announcement of the Service App. Thus, it shall ensure that it is able to review the notices from the Company in real time via the aforesaid ways or make inquiry by logging into the Service webpage.

The user shall use the Service in accordance with the Service's pre-established purposes and shall not violate the Contract, laws and regulations of the Republic of China or public order and good morals or infringe on the legal interests of the Company or a third party.

Article 15 Record retention

The Company shall retain the user's stored-value card number, electronic payment account number, transaction items, dates, amounts, currencies and other transaction records required by the competent authorities for retention for at least five years or longer if so required by other laws and regulations. The same shall also applies to incomplete transactions.

Article 16 Handling of customer complaints and dispute resolution mechanism

The Company shall post its complaint filing and handling mechanisms and program adopted by the Service for dispute resolution on the Service webpage. When the user has a dispute over the Service, it may contact the Company via the complaint (customer service) hotline or e-mail stated in Article 1 herein.

In case of any dispute arising between the user and the contracted institution due to an actual transaction, as requested by either party, the Company shall notify the other party of the content of the concerned dispute. If it is the dispute over the online actual transaction involving the merchandise or service not provided by the contracted institution, the Company and contracted institution shall bear the burden of proof.

In case of any dispute arising between the user and the contracted institution which occurs before the Company's appropriation of the received and paid actual

transaction amount as an agent, as requested by either party for suspension of the amount appropriation according to the dispute handling program mentioned in the preceding paragraph 1, the Company shall hold the payment until confirming that both parties have reached an agreement on the amount. By then, the Company will release the amount without interest into the contracted institution's electronic payment account (or its financial institution's deposit account) or return the amount to the user's electronic payment account (or its financial institution's deposit account).

If the contracted institution or the user separately requests mediation, litigation or arbitration for the dispute mentioned in the preceding paragraph in addition to asking the Company to suspend appropriation of the amount according to the Company's dispute handling program, the disputed amount will be held until the mediation, litigation or arbitration program is concluded. The Company will then release the amount without interest into the contracted institution's electronic payment account (or its financial institution's deposit account) or return it to the user's electronic payment account (or its financial institution's deposit account) after the contracted institution or user puts forth appropriate proof.

Article 17 Collection, processing and use of user's data

The Company's collection, processing and use of personal data shall be made in accordance with the Personal Information Protection Act and relevant regulations, unless otherwise required by law or the competent authorities.

The user agrees that the Company may, within the required scope (including but not limited to payment instructions), disclose part of the user's information (i.e. the name) to the user's transaction counterparty.

Article 18 Causes and handling of service suspension

The Company may suspend all or part of the Service due to any of the following reasons:

1. When the Company plans to undergo scheduled maintenance, relocation, upgrade or upkeep of the Service system, it shall announce the information on the Service webpage at least 7 days in advance, and notify the user via e-mail, telephone, SMS, LINE notification message or push notification of the Service App, but it does not apply in case of an emergency.
2. Other causes not attributable to the Company, such as natural disaster, power outage, equipment breakdown and the act of a third party.

When the Company is not able to normally handle payment instructions due to breakdown of the information system of the Service or any other reasons, it shall take action and notify the user by e-mail, telephone, SMS, LINE notification message or

push notification of the Service App in a timely way.

In case of any of the following circumstances, the contracted institution signed by the Company will not be able to provide its users with stored-value card transactions:

1. The stored-value card is forged, altered, damaged or broken, or has cutoff corners, holes or is twisted.
2. The stored-value card is going to expire or in the process of loss reporting, or the Contract has been discharged or terminated.
3. The Company has suspended the user's use of its stored-value card in accordance with Article 6 of the Contract.
4. The user is not the person who is allowed to hold the specific registered stored-value card as prescribed by the Company.
5. The Contracted institution's machine or online connectivity equipment cannot read or identify the stored-value card data.
6. The user requests transactions at the time beyond the contracted institution's opening hours.
7. The Company has solid evidence to reasonably doubt user legal or normal transactions.

Article 19 Service suspension on account of the user

In case of any of the following circumstances, the Company shall notify the user by e-mail, telephone, SMS, LINE notification message or push notification of the Service APP, and, in view of the severity of the circumstance, suspend its use of all or part of the Service:

1. If the user refuses to cooperate in verifying or re-verifying its identity.
2. There is a concern that the user may provide false identity information.
3. Considerable evidence shows that the user commits illegal acts, such as fraud or money laundering, or is suspected of offense of such illegal acts through its electronic payment account.
4. The user discretionarily transfers its rights or obligations under the Contract to a third party without consent of the Company.
5. The user petitions for declaration of bankruptcy in accordance with the Bankruptcy Law or requests pre-negotiation, pre-mediation, renewal or liquidation program pursuant to the Statute for Consumer Debt Clearance, or process the same or similar programs in accordance with other statutory laws and regulations.
6. The user has been reported by relevant agencies or other electronic payment institutions as an illegal user.
7. As ordered by judicial or relevant authorities, the amount of the electronic payment

- account has been seized or the purview of the user is suspended.
8. The user breaches the provisions of Paragraph 5 of Article 14 of the Contract.
 9. Other material violations of the Contract.

Article 20 Contract termination

The user may notify the Company and request termination of the Contract via e-mail, fax or other means of notification provided by the Company at any time.

When the Company intends to terminate the Contract, it shall notify the user of the termination in writing or by telephone or e-mail at least 30 days prior to the date of termination.

In the event that the user is under any of the circumstances referred to in the previous article resulting in service suspension and the circumstance is serious, the Company may notify the user of termination of the Contract via e-mail, telephone, SMS, LINE notification message or push notification of the Service App.

After the Contract is terminated, except for the disputed amounts, the Company shall return the balance left from the user's withdrawal of its electronic payment account or retrieval of its stored-value card or the amount received by the Company in advance and agreed to be returned within a reasonable period of time.

Unless otherwise approved by the competent authorities, the Company shall not transfer the Service and its associated rights and obligations to any third party.

Article 21 Changes to contract clauses and other agreed matters

Any doubt about the clauses of the Contract shall be construed in favor of the user.

Any revision, addition or deletion to the Contract shall be announced at a conspicuous place on the Service webpage. If it is in regard to the electronic payment account or registered stored-value card, the user shall be notified via e-mail, telephone, SMS, LINE notification message or push notification of the Service App. The user shall be presumed to have accepted the revision, addition or deletion if it did not raise any objection within 7 days after being notified. However, in case of any change to the following items, the user shall be notified via e-mail, telephone, SMS, LINE notification message or push notification of the Service App at least 60 days prior to the change, whereas, in the e-mail, telephone, SMS, LINE notification message or push notification of the Service App, the Company shall also indicate the change items, pre and post changes of the clauses with noticeable and specific text and inform the user that it may raise objection to any change item before the change taking effect and any failure to raise its objection within the said period will be presumed to have accepted the changed, added or deleted clause. In addition, the user

shall be informed that, in case of any objection, it may notify the Company of contract termination during the objection period:

1. The way that the Company or user notifies the other party under the circumstance where the user's account, password, certificate or registered stored-value card is fraudulently used or misrepresented or is used in any other forms without being legally authorized.
2. Other matters required by the competent authorities.

Article 22 Notification

The user agrees that, unless otherwise agreed by the Contract, the notification made by the Company to the user in accordance with the Contract shall be served by e-mail, telephone, SMS, LINE notification message or push notification of the Service App to the correspondence address provided by the user in its application for the Service.

In case of any change of the user's correspondence data, the user shall promptly notify the Company on the Service's webpage or by e-mail, telephone, fax, online feedback or other methods provided by the Company. If the user fails to notify the Company of the change of its correspondence data according to the agreed method, the notification sent by the Company to the correspondence address originally given by the user shall be presumed to have been served.

Article 23 Outsourcing of business operations

The user agrees that the Company may, in accordance with applicable laws and regulations or with approval from the competent authorities, assign a part of the Service to a third party (institution).

When the Company outsources its business operations to others in accordance with the preceding requirement, it shall urge and ensure the data user to observe the confidentiality required by relevant laws and regulations, with which such data shall not be leaked to third parties other than the assignee.

In the event that the data user assigned by the Company for data processing violates the Personal Information Protection Act, which results in illegal collection, processing or use of personal data or infringement of user's rights, the user may lodge a claim against the Company and the data user for joint indemnity.

Article 24 Governing laws and court of competent jurisdiction

The Contract shall be governed by the laws of the Republic of China as applicable laws.

In case of any dispute arising out of the Service and resulting in litigation, both

parties agree that Kaohsiung District Court shall be the court of competent jurisdiction for the first instance. However, the applicability for the small-claim court of competent jurisdiction referred to in Article 47 of the Consumer Protection Act or Paragraph 2 of Article 28 and Article 436-9 of the Taiwan Code of Civil Procedure shall not be excluded.

Article 25 Contract delivery

If the Contract is signed by the user, it shall be executed in duplicate and both parties shall retain one copy each as the proof.