

iPASS Standard Form Contract for the Business of Electronic Payment Institutions

iPASS Corporation (hereinafter referred to as the “**Company**”) provides services for businesses under Paragraph 1, Article 3 of the Act Governing Electronic Payment Institutions (hereinafter referred to as the “**Service**”). To safeguard the interests of the user, the Company has provided the user with all the clauses of a standard form contract for the business of electronic payment institutions (hereinafter referred to as the “**Contract**”), or has posted the Contract on the Service website, for review by the user for at least 3 days.

When the user applies for the Service, it shall first review, understand and agree to the contents of this Contract before signing this Contract or clicking the “I agree” box, and also provide relevant information required for the identity verification class applied for in order to complete the registration. This Contract is concluded only after the Company has processed and accepted the user's application for registration and notified the user by e-mail or push notification (including push notification for bell message, latest information, general information, wallet message, etc., the same as set forth below) of Service APP for a mobile device (hereinafter referred to as the “**Service APP**”).

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: Huai-Jen Lee
3. Complaint (customer service) hotline: (02)6631-5190, (07)791-2000
Service hours: 09:00~22:00
Email address: linepayipass@i-pass.com.tw
4. Website: <http://www.i-pass.com.tw/>
5. Business address: 4F., No.1, Zhong'an Rd., Qianzhen Dist., Kaohsiung City

Article 2 Definitions

The definitions of terms used in this Contract are as follows:

1. A “user” shall mean a person who registers and opens an electronic payment

account (hereinafter referred to as “**e-payment account**”) at the Company, and uses the services provided by the Company to transfer funds or deposit stored value funds.

2. A “recipient user” shall mean a user who uses the service of collecting and making payments for actual transactions as an agent offered by the Company to collect payments.

3. An “e-payment account” shall mean an online account opened by a user with the Company to keep track of its funds transfer and deposit records.

4. “Service of collecting and making payments for actual transactions as an agent” shall mean the service of the Company independent of the users of actual transactions accepting under the mandate of both parties to an actual transaction the amount of the transaction transferred from the payer, and after certain conditions are fulfilled, or a certain period of time has arrived or receiving an instruction from the payer, transferring the amount of the actual transaction to the recipient.

5. “Service of accepting deposits of funds as stored value funds” shall mean the service of the Company receiving funds from the user in advance and storing the funds in the user's e-payment account for future transfer of funds between said user and other users other than the Company.

6. “Service of funds transfer between e-payment accounts” shall mean the service of the Company transferring funds in the e-payment account of the user according to the user's payment instruction for purposes, other than any actual transaction, into the e-payment accounts of other users at the Company.

7. A “deposit account” shall mean a same-currency demand deposit account opened by the user at a financial institution and designated in advance when the user registers an e-payment account or withdraws funds from his/her e-payment account.

8. A “dedicated deposit account” shall mean a demand deposit account opened by the Company at a bank as required by law and used exclusively for depositing funds received from users.

9. “Electronic document” shall mean a record in electronic form made of any text, sound, picture, image, symbol, or other information generated by electronic or other means not directly recognizable by human perceptions, and which is capable of conveying its intended information.

10. “Integration and delivery of recipient users’ collection and payment messages” shall signify that the Company accepts the appointment of recipient users and other organizations to provide the service of integrating and delivering collection and

payment messages in terminal devices or applications.

11. “Price deposit” shall mean the payment of the transaction amount which the user paid by the Company’s e-payment account will be deposited in the designated bank account for a certain period of time, and will then be disbursed to the recipient user. The period of price deposit will be adjusted according to the recipient user’s attribute.

12. “Immediate transfer” means once the payment made by the user has been transferred to the designated bank account, such amount of payment will be immediately disbursed to the e-payment account of the recipient user.

13. “Payment via agreed linked deposit account” shall mean the service wherein conducting its electronic payment business, the Company gives a financial institution at which the user opens his/her account, an account payment deduction instruction according to the agreement between the user and the financial institution, to transfer funds from the user’s linked deposit account with the financial institution for the Company to collect payment from the user and to record the payment amount and the fund transfer activity under the e-payment account of such user.

14. “Foreign institution” shall mean an institution that is organized and registered in another country or region (including Mainland Area) and engages in business equivalent to the electronic payment business under the Act Governing Electronic Payment Institutions (hereinafter referred to as the “Act”).

15. “Foreign institution's payment account” shall mean an online account of a foreign institution provided to its users that is equivalent to the e-payment account set out in the Act.

16. “Cross-border service” shall mean a collaboration between the Company and foreign institutions to provide recipient customers with the service approved by the competent authority of collecting funds paid by foreign individuals without residence in Taiwan through a foreign institution's payment account for real transactions conducted at physical channels under Article 14 of the Act.

Article 3 Consents and Acknowledgments

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

1. The Service includes: collecting and making payments for actual transactions as an agent, accepting deposits of funds as stored value funds, and transferring funds between e-payment accounts or other businesses approved by the competent authority. The Company provides all, or part of, the Service as applied for by the user or in accordance with the scope of business permitted by law.

2. The Company shall be responsible for disputes arising from the provision of the Services under this Contract, whereas disputes arising out of other transactions between users that are unrelated to the Service will be dealt with according to the legal relationship between the users.

3. The Company and the user may use electronic documents as a declaration of intent. The validity of such electronic document shall be the same as a written document, provided that the content of the electronic document can be presented in its integrity, is sufficient for identification purpose, and can remain accessible for future reference.

4. When the user makes a withdrawal from its e-payment account, the Company will not pay in cash, but shall transfer the withdrawn funds into a same-currency bank deposit account of the user.

5. The ownership and utilization of interest or other income earned from funds of the user that are deposited in a dedicated deposit account shall be determined in accordance with applicable rules and regulations.

6. The user shall not use the Service in an illegal manner, nor shall the user provide its e-payment account for illegal use. In case of violation, the user shall assume the legal consequences thereof.

7. When the user has opened more than one e-payment account at the Company, the amounts of payment received and made by respective accounts shall not exceed the limit set out for that type of account, whereas the total limits on those accounts combined shall not exceed the highest limit set for e-payment accounts registered and opened by the user.

8. The Company's policy for users' payment refund is as follows: the money will be returned to the original e-payment account, but the balance of stored value shall still be in accordance with Paragraph 2 of Article 6 hereof; if the Company is unable to handle the refund operation as described above, the refund will not be paid in cash; instead, the user shall provide his/her own deposit account, and the Company will transfer the refund to such deposit account after verification.

9. The Company in the event of allowing user to carry out automatic value deposit service by credit card or payment via agreed linked deposit account, limited amount of automatic value deposit for each application and automatic value deposit on each day shall be agreed on with the user, and the mechanism allowing the user to adjust limited amount at any time and to stop the automatic value deposit service shall be provided.

10. If the user is a minor, the Company may make adjustment (reduction) to stored value, e-payment account transfer and transaction limit within the statutory limit. The legal representative may also apply for the aforementioned adjustment, transaction data and other related information of the minor user's e-payment account.

11. With respect to stored value, e-payment account transfer and transaction limit on an e-payment account of a minor, the Company may adjust the limit automatically within the statutory limit according to a major once he/she is reaching twenty years of age.

12. Once a declaration of foreign exchange is required, the user of cross-border service shall agree and authorize the Company to declare and submit materials as requested by the competent authority of foreign exchange pursuant to the Act Governing the Declaration of Foreign Exchange Receipts and Disbursements or Transactions and other related regulations.

Article 4 Confirmation and Reconfirmation of Identity Information

The Company will retain the information obtained in the user identification process and relevant records on carrying out the user identification procedures for at least 5 years after the termination or closing of the user's e-payment account, or longer if it is so required by other laws or regulations. The preceding provision still applies when the user changes its identity information.

The user should confirm that the information it provides at the time of registration and retained by the Company is accurate, truthful, and consistent with then circumstances, and will promptly notify the Company if such information is changed later on.

In case of any of the following situations found after confirming the user's identity, such user shall not apply for the Service or transaction:

1. Suspected use of anonymity, pseudonym, head, virtual proprietorship or virtual corporate body.
2. The user refuses to provide relevant documents for reviewing identity measures, except where a reliable and independent source does verify that the identity is true.
3. In case that the registration for the e-payment account or transaction is done by an agent and it is difficult to verify the facts of agency and the identity of such agent.
4. Use of fake or altered identification documents.

5. In case of over-the-counter application, the identification documents presented are all copies, except for the business where a copy of the identity document or image file is allowed and supplemented by other management and control measures.
6. The documents provided are suspicious and ambiguous, and the user is unwilling to provide other supporting materials, or the documents provided cannot be verified.
7. Unusual delays by the user of identification documents, registration certificates or relevant approval documents required as supplement.
8. The counterparties of the business relationship established are considered as individuals, legal persons or groups specified and sanctioned by the Counter-Terrorism Financing Act or terrorists or groups identified or traced by foreign governments or international organizations, except for the payment under Subparagraph 2 to Subparagraph 4 of Paragraph 1, Article 6 of the Counter-Terrorism Financing Act.
9. The same financial payment instrument that has been provided for identity verification is repeatedly provided by different users for identity verification.
10. The relevant authorities have notified that the user has a record of illegal use of a financial institution's deposit account or e-payment account.
11. Other circumstances regulated by the competent authority that are not allowed for registration.

In case of any of the following situations, the Company may ask the user to undergo identity verification process once again:

1. Individual users and non-individual users change their basic identity information, respectively.
2. The transactions of the user's e-payment account show irregularity
3. The identification documents, registration certificates or relevant documents provided by the user at the time of registration are suspected of being forged or altered.
4. While doing the present transaction, it has been over one year since the user's last transaction.
5. The same mobile phone number has been used by different users for identity

verification.

6. A transaction is suspected of money laundering or terrorism financing or the money remitted in is from a high-risk money laundering or terrorism financing country or region.

7. The Company has doubt about the veracity or appropriateness of the user identity information obtained.

8. Other situations where the Company believes that it is necessary to re-verify the user's identity based on obvious evidence.

The user is obligated to assist and cooperate with respect to the Company's request mentioned in the preceding paragraph and the user identity verification process carried out by the Company according to the laws and regulations. Where the user fails to cooperate in re-identification or have its identity re-verified in accordance with the preceding paragraph, the Company should suspend the user's transactions.

Article 5 Service of Collecting and Making Payments for Actual Transactions as an Agent

The Company, based on the class of identity verification, sets the following limits to the service of collecting and making payments for actual transactions as an agent for different types of e-payment accounts:

1. General Membership (Type 1 e-payment account): This type of account does not have the function of receiving payments for actual transactions; the cumulative payment made for actual transactions shall be limited to an equivalent of NT\$30,000 per month.

2. Advanced Membership (Type 2 e-payment account): The cumulative payment received and made for actual transactions and via funds transfer between e-payment accounts combined shall be respectively limited to an equivalent of NT\$300,000 per month.

3. Premium Membership (Type 3 e-payment account): The cumulative payment received and made for actual transactions per month shall be agreed between the Company and the user.

Partial collecting functions for type 2 and type 3 e-payment accounts must be manually reviewed and approved for use.

Article 6 Service of Accepting Deposits of Funds as Stored Value Funds

The user may deposit funds into its e-payment account as stored value funds in a manner agreed by the Company. If the user uses a credit card to store the value in its e-payment account, the stored value shall be in NTD, and is only used for collection and payment for actual transactions by agency. The transfer between the e-payment accounts or withdrawal of funds is not allowed. **(Temporarily, the Company does not allow users to deposit stored value by credit card.)**

The balance of the NTD stored value funds of the user in its e-payment account shall not exceed an equivalent of NT\$50,000. However, for an individual user who holds a type 1 e-payment account, whose national ID card is of issue/reissue/replacement or residence permit information is confirmed, its balance of stored value shall be limited to an equivalent of NT\$10,000, and the account will refuse the deposit of funds once the balance exceeds the aforesaid limit.

Article 7 Service of Funds Transfer between E-payment Accounts

The user may not transfer more than an equivalent of NT\$50,000 per transaction with its NTD e-payment accounts. **The Company does not allow transfer of funds between e-payment accounts by credit card.**

The Company, based on the class of identity verification, sets the following limits to the service of funds transfer between e-payment accounts for different types of e-payment accounts:

1. General Membership (Type 1 e-payment account): This type of account does not have the function of funds transfer between e-payment accounts for receiving and making payments.
2. Advanced Membership (Type 2 e-payment account): The cumulative payment received and made for actual transactions and via funds transfer between e-payment accounts combined shall be respectively limited to an equivalent of NT\$300,000 per month.
3. Premium Membership (Type 3 e-payment account): For an individual user, the cumulative payment received and made via funds transfer between e-payment accounts shall be respectively limited to an equivalent of NT\$1,000,000 per month; for a non-individual user, the cumulative payment received and made via funds transfer between e-payment accounts shall be respectively limited to an equivalent of NT\$10,000,000 per month.

The user understands and agrees that the service of funds transfer between e-payment accounts provided by the Company takes place immediately once the Company

receives the user's payment instruction, the Company will immediately record the transfer of funds from the payer's e-payment account into the recipient's e-payment account. In the case that the payer or the recipient has any question over the transferred funds, the payer and the recipient will handle the matter by themselves; the Company will not list the funds as disputed funds.

Article 8 Verification Mechanism

Upon receiving the user's payment instruction made in a manner designated by the Company, the Company should reconfirm with the payer before completing the payment transaction.

The preceding provision regarding payment instruction and reconfirmation may be inapplicable to the following business concerning collection and payment for actual transaction as an agent, if the Company and the user have agreed in advance according to the safety design set out in Subparagraph 3 or 4 of Paragraph 1, Article 7 of the "Regulations Governing the Standards and Security Management Criteria of Information System for Electronic Payment Institutions", and the amount of a single transaction is limited to NT\$50,000, while the daily cumulative transaction amount is limited to NT\$100,000 and the monthly cumulative transaction amount is limited to NT\$200,000:

1. Provide service of payment in physical channels.
2. Pay governmental fees, taxes, fines or other expenses, paying for utilities, telecommunications services, public transportation or parking, or paying to the recipient user the fees, taxes, fines, other expenses or service fees for utilities, telecommunications services, public transportation or parking which are entrusted by the government for collection.

The service of payment in physical channels provided by the Company may be exempted from the provision of reconfirmation specified in paragraph 1.

The Company shall notify the user via email, phone call, text message, or push notification of Service APP each time after processing the user's payment instruction, and the user shall check whether the processing result has errors. If there is any discrepancy, the user shall, within 45 days from the date of notice, notify the Company via email or customer service hotline to investigate the matter.

The Company shall conduct an investigation immediately after receiving the user's notice pursuant to the preceding paragraph, and inform the user of the investigation status or result via email, phone call, text message, or push notification of Service

APP within 30 days from the date the notice is received.

The Company will provide free services, allowing the user to inquire into its transaction records and fund deposit records within the past year at the Service website or Service APP. In addition, the user may apply to the Company for the written records of transactions and deposits over one year but less than five years according to Article 12 of this Contract.

Article 9 Handling of Errors

Where an error occurs to an electronic document for reasons not attributable to the fault of the user, the Company shall assist the user in making correction, and provide other necessary assistance.

Where an error occurs to an electronic document for reasons attributable to the fault of the Company, the Company shall make correction immediately upon learning the error and notify the user via email, phone call, text message, or push notification of Service APP.

Where an error occurs to an electronic document for reasons attributable to the fault of the user, and the error pertains to the user making a mistake in the account number or amount transferred into an e-payment account applied or operated by the user such that money is transferred into a wrong account or the wrong amount is transferred, the Company shall take the following actions immediately upon receiving a notice from the user:

1. Provide details and relevant information on the transaction in accordance with applicable regulations;
2. Notify all users involved to render assistance; and
3. Reply to the user the handling of situation.

Article 10 Account Security and Handling of Unauthorized Use of Account

The user has the obligation to keep safe its account number, password, certificate or other viable instruments for identity verification provided by the Service, and shall not assign or lend it for use by others by any means.

Where the Company or the user discovers that a third party uses without authorization or steals the user's e-payment account number, password, or certificate or engages in any other unauthorized use, that party shall promptly notify the other party via email or phone call to suspend or stop the use of the Service and take preventive actions.

The Company shall bear the loss resulting from use of the Service by an unauthorized third party before it receives a notice from the user as mentioned in the preceding paragraph, except in any of the following circumstances:

1. The Company could prove that the loss results from an intentional or negligent act of the user; or
2. The user fails to notify the Company to look into any discrepancy in 45 days after receiving a notice via push notification of Service APP from the Company to check the transaction data or the billing statement; however, if the user could not receive the notice due to a special circumstance (e.g. the user has been away on a long trip or hospitalized) and the user could provide supporting documentation, the calculation of the period of 45 days shall start from the end of the special situation. The preceding provisions do not apply if the user's failure to receive the notice results from an intentional or negligent act of the Company.

Fees incurred in investigating the facts of unauthorized use or theft as mentioned in Paragraph 2 hereof shall be borne by the Company.

The Company shall post at a conspicuous place on the Service website the ways by which the user can report that its account or password has been used without authorization, stolen, or when any other illegal use occurs, including by phone or by email. Unless in case of a force majeure event 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 logon information (including IP address and logon time), activities taken place and other information required for retention according to law.

Article 11 Security and Management of Information System and Related Responsibility

To ensure the security of the user's transmission or transaction data, the Company shall adopt standards and security control criteria for the information system of the Service in compliance with the Regulations Governing the Standards and Security Management Criteria of Information System for Electronic Payment Institutions.

While undergoing the identity verification and executing security design for transaction, the Company shall comply with the Regulations Governing the Standards and Security Management Criteria of Information System for Electronic Payment Institutions. When an error of identity authentication occurs, the Company shall

establish a mechanism to automatically stop the access of the user to this Service in accordance with the abovementioned regulations. If the user intends to restore the access, it shall go through the related formalities as agreed.

Both the Company and the user have the obligation to ensure the security of the information system they use to prevent illegal entry, acquisition, theft or destruction of business records or the user's personal data.

With regard to disputes arising out of the loophole in the safeguard measures or the information system of the Company, the Company bears the burden of proof to show that such fact does not exist. If the cause of the dispute is not attributable to the fault of the user, the Company shall bear the resulting loss of the transaction involved.

Article 12 Fees

When the user uses the Service, the Company will charge the user fees according to the agreed fee schedule, and the user authorizes the Company to deduct such fees directly from the user's e-payment account.

Fees for transaction records: when the user applies to the Company for a written record of transactions or deposits over one year but less than five years, the fee for the first page of the record is NT\$20, and additional NT\$5 will be added per each page for the following pages. Such written transaction record is subject to A4 size paper. The original user ID card must be presented when collecting the written transaction information.

The fee items, calculation methods and amounts shall be based on either those posted by the Company at a conspicuous place on the Service website or agreements reached by both sides. If the fee schedule is subsequently adjusted, the Company shall announce the news at a conspicuous place on the Service website and inform the user of fee adjustment by email, phone call, text message, or push notification of Service APP, or other forms accepted by both sides 60 days prior to the adjustment effective date for the adjustment to take effect, unless the adjustment is favorable to the user.

Article 13 Calculation of Currency Exchange Rate

For onshore businesses conducted by the Company, funds received from, or paid to, onshore users shall be settled and cleared in NTD.

For cross-border businesses conducted by the Company, funds received from, or paid to, onshore users may be settled and cleared in NTD or foreign currency, whereas funds received from, or paid to, offshore users shall be settled in foreign currency.

The Company shall post on the Service website its exchange rates or the exchange rates offered by the bank which it uses as reference and the names of banks it works with.

Article 14 User Protection

For the stored value funds less than the reserve required under Article 19 of the Act Governing Electronic Payment Institutions and for the amount of funds collected/paid as an agent, the Company shall take the following actions:

Has obtained full guarantee from a bank; or

Has declared trust in full. When the Company declares trust for the aforementioned funds, both the trustor and the beneficiary of the trust shall be the Company, not the user. Thus, a trust enterprise manages and disposes the trust property for the Company, not the user. The user's claims arising out of the Service over his/her funds received by the Company shall have precedence over the claims of other creditors of the Company.

Article 15 User's Obligations

The user shall first confirm the accuracy of the Service web address before using the Service. The user understands and agrees to comply with the Service specifications announced on the relevant websites of the Company.

The user understands that the Company will notify it regarding the use of the Service by the user via email, phone call, text message, or push notification of Service APP. Thus, the user shall ensure that it is able to read the notices of the Company via the aforementioned, or log in to the Service website for inquiry in a timely manner.

The user shall use the Service in accordance with its pre-established purposes, and shall not violate this Contract, laws and regulations of the Republic of China, public order and good morals, or the legal interests of the Company or third parties. In case of violation, the Company reserves the right to refuse or suspend the provision of the Service, including but not limited to refusal or suspension of receipt or payment.

Article 16 Special Agreements with Recipient User

1. The business of the recipient user shall not be involved in financial products or services to which the competent authority has not approved receipts and payments processed by an agent, and in other transactions prohibited by law or according to the notices of central government authorities in charge of certain industry.

2. If the recipient user sells or provides deferred products or services, it shall obtain a

performance guarantee or declare trust according to the law, and disclose such performance guarantee or trust information to the buyer users.

3. When the recipient user collects transaction payments through the service of collecting and making payments for actual transactions as an agent, the recipient user shall properly retain relevant transaction data, documents and forms for at least 5 years, and provide the terms of transaction, method of performance, transaction results, other transaction-related information, as well as business items operated by the recipient user and its qualifications as requested by the Company. With regard to information requested by the Company, the recipient user should provide detailed descriptions and necessary documentation.

4. When the Company provides the service of collecting and making payments for actual transactions as an agent, after the recipient user sets up the transaction order, the recipient user shall ship the goods to the user when receiving the information of the paid order sent by the Company. The Company will transfer the payment to the recipient user upon receipt of the payer user's immediate payment instruction or the end of the price guarantee period.

5. After confirming the refund with the recipient user and the payment status of the original order, such refund will be converted into the stored value and completed within 15 working days.

6. If it is not possible to process the refund according to the preceding paragraph, the user's own deposit account for the refund operation shall be agreed with the user.

7. When the Company receives any doubts about the transaction details or accounting, the Company will establish a case number and reply to the processing status within 7 working days.

8. The recipient user shall keep the information collected in the use of service of collecting and making payments for actual transactions as an agent in confidence, and comply with the Personal Information Protection Act, unless it is otherwise provided by law or the competent authority.

9. The recipient user agrees that the Company, within the extent permitted by laws and regulations, may register with the Joint Credit Information Center (JCIC) of information regarding contract signing and canceling with the recipient user. When the Company accepts the non-individual recipient user's application for registration, or when the actual transaction amount of an individual recipient user reaches the monthly limit set by the law, the Company may make inquiry with the Joint Credit Information Center (JCIC) regarding such user's contract signing and canceling

information submitted by other electronic payment institutions, contract signing and cancelling information of cooperative store submitted by the credit card business agency and other materials required by the competent authority, and retain the relevant records.

10. The recipient customers shall agree and authorize the Company to provide foreign institutions with their business name, Unified Business Number, scope of business, product link, transaction details, and other related information due to business needs.

Article 17 Transaction of Physical Channels

Transaction of physical channels refers to the services that the user may use via mobile device or other portable devices to scan QR Code provided in physical channels (stores) for collection and payment of funds when undergoing real transactions.

When the user conducts a transaction in a physical channel (store), both parties to the transaction shall only make and receive the payment by using the Company's payment application (APP); the user shall abide by the Company's APP-related usage rules.

The user shall not modify the content of the Company's APP or any part thereof for any purpose in any way.

The recipient user shall not provide the payer user with the service of exchange for cash or change if their payment of transaction is made via the Company's APP at a physical channel.

The recipient user 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 payer user.

Article 18 Retention of Records

The Company shall retain the user's e-payment account number, transaction items, dates, amounts, currencies and other necessary transaction records required for retention by the competent authority for at least 5 years or longer if so required according to other regulations, as well as records on any uncompleted transactions.

Article 19 Handling of Customer Complaint and Dispute Settlement Mechanism

The Company shall post information on the customer complaint and dispute handling mechanisms and procedures for dispute in connection with the Service on the Service website. When the user has a dispute over the Service, the user may contact the Company through the complaint (customer service) hotline or email address stated in

Article 1 herein.

When a dispute arises between users in connection with an actual transaction, the Company should, if so requested by any one of the users, send all users concerned a notice regarding the matter in dispute.

If a dispute arises between users in connection with an actual transaction before the Company disburses the funds for payments collected for actual transactions as an agent, and one of the users requests the Company to put the disbursement of payment on hold according to the dispute handling procedure mentioned in the first paragraph hereof, the Company may hold the payment until confirming that the parties have reached an agreement on the payment before disbursing the funds with no interest accrued into the e-payment account of the recipient or returning the funds to the e-payment account of the payer.

If the recipient or the payer has submitted the dispute mentioned in the preceding paragraph to mediation, litigation or arbitration in addition to asking the Company to put the disbursement of payment on hold in accordance with the Company's dispute handling procedure, the Company should keep the funds in dispute until the mediation, litigation or arbitration process has concluded. When the recipient or payer has presented appropriate proof, the Company will disburse the funds with no interest accrued into the e-payment account of the recipient or return the funds to the e-payment account of the payer.

Article 20 Gathering, Processing and Use of User Data

The collection, processing and use of personal data by the Company shall be handled in accordance with the Personal Information Protection Act and relevant regulations, unless otherwise stipulated by other laws or the competent authority.

The user agrees that the Company may, within the extent of specific purposes permitted by laws and regulations, gather, process and use his/her 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 (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.

The user agrees that the Company may disclose part of the user's personal information (e.g., the name) to the party that deals with the user, to the extent necessary (including but not limited to payment instructions).

Article 21 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 its service systems, it shall announce the information on the Service website 7 days in advance and notify the user via email, phone call, text message, or push notification of Service APP. The preceding provision does not apply in case of an emergency
2. The occurrence of a natural disaster, power outage, equipment breakdown, the act of a third person or other causes not attributable to the fault of the Company.

When the Company becomes unable to process payment instructions normally due to the breakdown of its information system for the Service or other reasons, the Company should take prompt actions and notify the user via email, phone call, text message, or push notification of Service APP.

Article 22 Service Suspension on Account of the User

In case of any of the following circumstances, the Company may, in view of the severity of the circumstance, suspend all or part of the Service available to the user by serving the user a notice by email, phone call, text message, or push notification of Service APP:

1. The user refuses to cooperate in verifying or re-verifying its identity.
2. There is concern that the user may have provided false identity information.
3. Substantial evidence shows that the user uses its e-payment account to engage in fraud, money laundering or other illegal activities, or the user is suspected of engaging in such illegal activities.
4. The user transfers its rights or obligations under this Contract to a third party without the consent of the Company.
5. The user petitions for declaration of bankruptcy in accordance with the Bankruptcy Act or requests debt workout, debt mediation, petitions for restructuring or liquidation proceedings in accordance with the Consumer Debt Clearance Act, or undergoes same or similar proceedings according to other regulations.
6. The user has been reported by relevant agencies or other institutions as an

illegal user.

7. There is an order by the judicial or related authority to seize the e-payment account of the user or to suspend user permissions, etc.

8. The user breaches the provisions in Paragraph 3 of Article 15 or Article 16 of this Contract.

9. Other situations that constitute fundamental breach of this Contract.

If the Company discovers that the user is considered as the individuals, legal persons or groups specified and sanctioned by the Counter-Terrorism Financing Act, or terrorists or groups identified or traced by foreign governments or international organizations, the Company may suspend the use of its business services or terminate the contract with such users. For users who do not comply with Article 4 herein to have their identity confirmed or reconfirmed, refuse to provide the actual beneficiary or the controller of the user, or refuse to explain the nature and purpose of the transaction or the source of funds, or when sufficient evidence shows that the user has used the e-payment account for fraudulent or money laundering, or is suspected of conducting such illegal activities, the Company may suspend all or part of its business services; if the circumstance is significant, the Company shall immediately terminate the contract with such user.

Article 23 Termination of Contract

The user may notify the Company to terminate this Contract at any time by e-mail, fax or other means of notification provided by the Company.

When the Company intends to terminate this Contract, it must notify the user in writing, by email or phone call 30 days before the date of termination.

Where the user has a circumstance as provided in Article 22 herein and the circumstance is of serious nature, the Company may notify the user of the termination of this Contract by email, phone call, text message, or push notification of Service APP.

After this Contract is terminated, except for funds in dispute, the Company shall remit the balance of withdrawable funds of the user into the user's deposit account within a reasonable period of time.

Unless with approval from the competent authority, the Company shall not transfer the Service and associated rights and obligations to any third party.

Article 24 Modification of Contract and Other Agreements

Where there is question over any provisions of this Contract, interpretations that are favorable to the user shall prevail.

When the provisions of this Contract are revised, added or deleted, the Company shall make an announcement at a conspicuous place on the Service website, and notify the user by email, phone call, text message, or push notification of Service APP. The user shall be deemed to have accepted any revision, addition or deletion if it did not raise any objection in 7 days after receiving such a notice. However, if the contract modification concerns any of the following matters, the Company shall, at least 60 days in advance, make an announcement at a conspicuous place on the Service website and notify the user by email or push notification of Service APP using conspicuous and explicit wording to state the changes and the provisions before and after the change, and inform the user that it may raise objection before the change takes effect, and that the user is deemed to have accepted the revision, addition or deletion if it did not raise any objection during said period of time. The Company shall, in addition, inform the user that if it has an objection over the change, it has the option to notify the Company of termination of this Contract during the aforesaid time period:

1. The manner by which the Company or the user notifies the other party of any unauthorized use or theft of user ID, password, certificate, or any other situation that is not legally authorized; or
2. Other matters as provided by the competent authority.

Article 25 Notification

The user agrees that unless it is otherwise agreed in this Contract, the Company should deliver notices made under this Contract by email, phone call, text message, or push notification of Service APP based on the correspondence information provided by the user at the time it applied for the Service.

The user should promptly notify the Company of change of correspondence information by the Service website, email, phone call, fax, online feedback or other manners provided by the Company. If the user does not notify the Company of such change of correspondence information in a manner as agreed, a notice is deemed to have been delivered when the Company sends it according to the correspondence information originally given by the user.

Article 26 Outsourcing of Business Operations

The user agrees that the Company may, in accordance with applicable laws and

regulations or with approval from the competent authority, engage third parties (institutions) to process a part of the Service.

Where the Company has outsourced its business operations according to the preceding paragraph, the Company shall urge and ensure that outsourced service providers will observe the confidentiality provisions set out in applicable laws and regulations without disclosing relevant information to third parties.

When an outsourced service provider engaged by the Company violates the Personal Information Protection Act that results in the personal information of the user being illegally gathered, processed, or used, or the rights of the user being otherwise infringed, the user may seek damages from both the Company and the outsourced service provider.

Article 27 Governing Law and Court of Jurisdiction

This Contract shall be governed by the laws of the Republic of China.

If a dispute arising out of the Service leads to litigation, the parties agree that Kaohsiung District Court be the court of jurisdiction for the first instance. However, the application of Article 47 of the Consumer Protection Law or Paragraph 2, Article 28 and Article 436-9 of the Code of Civil Procedure on small claim court shall not be excluded.

Article 28 Delivery of Contract

Upon signature of the user, the Contract shall be executed in two copies, with each to be held by the parties.