

名:

金融卡雲支付服務申請暨掛失/暫停(恢復)約定申請書 HCE Card Service Application and Declaration of loss/Suspension/(Restoration) Application Agreement

身分證字號:

Account name:	National ID No.:		
帳 號:	手機號碼:		
Account number:	Mobile phone number:		
I. Application for non-designated transfer [0440 二、 □申請約定轉入帳號【0440-33】 □註銷約	非約定轉帳【0440-32】 0-31]		
II. Application for designated account [0440-33] 申請 註銷 銀行代號(3 碼)			
Add Delete Bank code (3 digits)	銀行帳號 Bank account		
nad befete Bank code (5 digits)	Built decount		
□存戶同意本行得於防制詐騙、防制洗錢及存款總	總約定書所揭露之特定目的範圍內,得蒐集、處理或利用「被約定轉入		
帳號」及其「被設定為約定轉入帳號之次數」	等個人資料;存戶並同意財金資訊股份有限公司於辦理金融機構間之		
金融資訊交換目的範圍內,得蒐集、處理或利	田上閉個人咨判。		
The depositor agrees that the Bank may collect, pro	cess or use personal information such as "Designated Account" and		
"number of times set to the Designated Account"	within the scope of specific purposes such as preventing fraud and		
preventing money laundering. The depositor also	agrees that Financial Information Service Co., Ltd. may collect, process or		
use personal information within the scope of the e	exchange of financial information between financial institutions.		
三、 掛失(即註銷)【0400-03】			
(註:若已申請掛失,欲恢復使用須重新於臺灣行動	支付 App 內重新申請兆豐金融卡雲支付服務)		
(Note: If you have declaration of loss Mega HCE Card Service on the Taiwan Mobile Payment App.)	d and want to use service again, you shall re-apply for the Mega HCE Card		
四、存戶茲同意遵守後附兆豐銀行金融卡雲支付服	務申請約定事項之全部約定條款,並允許銀行於各該特定目的之必要		
範圍內,得蒐集、處理或利用申請人之個人資	料,以利銀行提供相關服務。		
	erms of the "Mega HCE Card Service Application Agreement" attached and applicant's personal information within the necessary scope of each specific of relevant services.		
五、存户聲明使用兆豐金融卡雲支付服務各項交易	功能均無涉及洗錢或不法交易之情事。		
V. The depositor declares that the use of various fun illegal transactions.	actions of the Mega HCE Card Service does not involve money laundering or		
六、若為數位存款帳戶之客戶,需先辦理帳戶權限	提升後才能申請約定及非約定轉帳功能。		

VI. As the client of a digital deposit account, you shall first apply for the upgrade of the access to the account before applying for

the function of assigned and non-designated transfer.

版本號:DBHCE11212

【銀行確認項目】Bank confirm	ing						
一、客戶認識申請約定帳戶的受	款人 Applicant knows payee	of assigned account 長	Yes				
二、申請約定帳戶目的 Purpose	二、申請約定帳戶目的 Purpose for account assignment 正常 Normal,目的為 Purpose:						
□異常 Abnormal,請說明 Pleas	■異常 Abnormal,請說明 Please explain:						
■客戶拒絕回答以上問題 Applicant refuses to answer the above questions							
以上問題如有異常或客戶拒絕回答者,請委婉說明並請客戶簽名確認與詐騙等情形無關。							
If "abnormal" or "applicant refusal" is indicated above, please euphemistically ask the applicant to affix a signature to confirm no							
involvement with fraud 立約人簽名 Applicant's signature:							
■ 客戶拒絕簽名 Applicant refuses to sign							
銀行經研判客戶顯屬遭詐騙者,請撥打【165】或 0800-777-165 警政署防範詐騙專線或逕向【110】報案。							
If the bank determines clear fraud	against the applicant, please d	ial "165" or the national	police agency fraud prevention hotline				
0800-777-165, or "110" to file a police report							
三、已關懷提問並提醒客戶小心詐騙 Cared about asking questions and reminding customers to be careful of fraud 上 Yes							
四、約定帳戶其被約定次數已觸及風險閾值,請加強關懷詢問,必要時請客戶提供相關證明文件 The number of times the							
Designated Account has been	designated has reached the ri-	sk threshold, please stren	gthen your care and inquiry, and ask the				
customer to provide relevant s	supporting documents if neces	ssary.					
櫃員是否有再次加強關懷詢問 D	id the teller care for more	是 Yes□否 No					
客戶是否提供相關證明文件 Did	the customer provide relevan	t supporting documents					
此 致 兆豐國際商業銀行	于股份有限公司						
To: Mega International Con	nmercial Bank Co., Ltd.						
存戶	(親簽)	(請簽蓋原留印鑑)					
		(H/ 3 XX II	шиз (ша и и и и				
Depositor(in-pers	on signature)	(Please affix	the seal on record)				
- (若上開存戶『親簽』樣式與留	存印鑑相同者,可免再簽		,				
蓋以下原留印鑑) (If the aforen	nentioned depositor's "in-						
person signature" is the same as							
you may not need to affix the sea							
中華民國	年 (11)		月				
Date:	(yy/mm/dd) 覆	ษ์ที	正人				
經襄	· ·	經	驗				
副理	核	辨	Ep X : C 11				
Junior Manager	Reviewed by	Handled by	Verified by				
Assistant Manager	Reviewed by	Handled by	Sealed by				
認證欄 Approval							
field							

兆豐銀行金融卡雲支付服務申請約定事項 Mega HCE Card Service Application Agreement

第壹條、名詞定義:

Article1: Definition of Terms:

- 一、臺灣行動支付股份有限公司(twMP):由財金資訊股份有限公司(以下簡稱財金公司)、財團法人聯合信用卡處理中心(以下簡稱聯卡中心)及財團法人臺灣票據交換業務發展基金會(以下簡稱臺灣票交所)於2014年9月共同籌設「臺灣行動支付股份有限公司」(以下簡稱「twMP」),建置 PSP TSM 平台以服務金融產業發展。
- I. Taiwan Mobile Payments Co., Ltd. (twMP): Taiwan Mobile Payments Co., Ltd. (hereinafter referred to as twMP) was jointly established by Financial Information Service Co., Ltd. (hereinafter referred to as FISC), National Credit Card Center of the ROC (hereinafter referred to as NCCC), and the Taiwan Mobile Payments Co., Ltd. (hereinafter referred to as twMP.) in September 2014; meanwhile, the PSP TSM platform was launched to facilitate the development of the financial industry.
- 二、HCE 及 Tokenization 雲端行動支付共用平台:提供數位皮夾,供存戶下載兆豐金融卡雲支付相關資訊之服務平台。
- II. HCE and Tokenization Cloud Mobile Payment Shared Platform: It provides digital wallets and enables the depositor to download relevant information of Mega HCE Card Service.
- 三、數位皮夾:由 twMP 提供,由存戶安裝於手機等行動裝置的臺灣行動支付 APP,可置放銀行之 兆豐金融卡雲支付,用以提升交易安全。
- III. Digital wallet: It is provided by twMP; the depositor installs the Taiwan Mobile Payment App on his/her mobile phone and other mobile devices and makes payments through the Mega HCE Card linked to Debit Card at the Mega Bank, so as to improve transaction security.
- 四、兆豐金融卡雲支付:為非實體金融卡,其金融卡相關資料係由存戶透過手機,於數位皮夾下載後存放於行動載具中。
- IV. Mega HCE Card: It is not a physical debit card; the relevant data of the card are stored on the mobile device after depositor after downloading the digital wallet on his/her mobile.
- 五、近端交易:使用已安裝臺灣行動支付 APP 且已下載兆豐金融卡雲支付服務之行動通信設備,於結帳時可選擇「數位皮夾」並選取兆豐金融卡雲支付,於裝有感應設備之特約商店以感應交易 (Contactless Transaction) 完成付款交易。
- V. Near-field transaction: On a mobile communications device with the Taiwan Mobile Payment App and the Mega HCE Card installed, first, select the "digital wallet" at the checkout and then select the Mega HCE Card; tap the mobile near a device that is equipped with the contactless payment technology to carry out a contactless transaction at an appointed store.
- 六、遠端交易:銀行存戶在網路商店購物,結帳時可選擇以「數位皮夾」進行付款,「數位皮夾」 會收到付款通知訊息,存戶確認交易明細後,選取銀行所核發之兆豐金融卡雲支付,輸入兆豐 金融卡雲支付密碼,並進行人機介面互動(如輸入圖形數字),確保交易安全,驗證正確後, 將向發卡機構請求授權,授權結果將通知「數位皮夾」,完成付款交易。
- VI. Remote transactions: When the Bank's depositor shops at an online store. When checking out, he/she can choose to pay through the digital wallet; then, the "digital wallet" will receive a payment notification. After the depositor confirms the transaction details, he/she shall select the Mega HCE Card launched by the Bank; then, he/she shall enter the password for the Mega HCE Card and then go through the human-machine interface interaction (such as entering graphic numbers) to ensure the transaction is secure. After the verification is completed, the card issuing institution will be requested to authorize the payment, and the authorization result will be sent to the "digital wallet" to complete

the payment.

- 七、下載驗證碼:由銀行產製之一次性簡訊 OTP (One-Time Password) 密碼,供存戶於數位皮夾下載兆豐金融卡雲支付核驗使用。
- VII. Verification code: A one-time password (OTP) generated by the Bank to verify the payment when the depositor downloads the Mega HCE Card Service in the digital wallet to make a payment.
- 八、兆豐金融卡雲支付密碼:即交易密碼,存戶使用兆豐金融卡雲支付進行交易時,需輸入「兆豐金融卡雲支付密碼」並核驗正確後,方能進行交易;**兆豐金融卡雲支付密碼與實體金融卡之提款密碼各自獨立,存戶須妥善保存**。
- VIII. Mega HCE Card password: This is a transaction password. When the depositor uses Mega HCE Card Service to carry out a transaction, he/she needs to enter the "Mega HCE Card Password," and after the correctness is verified, the transaction will be made. The Mega HCE Card password and the withdrawal password of the physical debit card are independent of each other, and the depositor shall keep them properly.
- 九、代理銀行:指與特約商店約定提供申請人消費扣款事宜之金融機構。
- IX. Agent bank: It refers to the financial institution that enters an agreement with appointed stores to provide applicants with services for consumption deductions.
- 十、特約商店:指提供物品、勞務或其他交易經與代理銀行簽約,受理持卡人透過晶片金融卡、金融卡雲支付等繳付消費款項。
- X. Appointed store: It refers to the store that provides goods, labor, or other transactions and enters an agreement with an agent bank to accept payments made by cardholders for consumption with the chip debit card or through the HCE Card.

第貳條、申請、啟用及作廢:

Article2: Application, Enabling, and Cancel:

- 一、已申請兆豐國際商業銀行股份有限公司(以下簡稱「銀行」)新台幣活期存款(公教存款帳戶除外)、數位存款帳戶(開立第三類數位存款以本行信用卡驗證身分者除外),且該帳戶已申請晶 片金融卡並為正常使用狀態之存戶(未申請掛失、註銷),得申請使用本項服務。
- I. This service is available for the NTD demand deposit account(except government employees account) and digital deposit account of Mega International Commercial Bank Co., Ltd. (hereinafter referred to as the "Bank") (except for the third type of digital demand savings deposit opened with Mega Bank's Credit Card as identity authentication.), and the depositor of the said account has applied for the chip debit card and accesses the account normally (did not file a loss report or cancel the account).
- 二、存戶須先至 APP 平台(Google Play 商店或 iOS 的 App Store)下載並安裝「數位皮夾」,「數位皮夾」自動進行安全性檢測,提示存戶使用風險並建議安裝防毒軟體。
- II. The depositor shall first download and install the digital wallet on an APP platform (Google Play Store or iOS App Store); the digital wallet" will automatically perform a security check, reminding the depositor of the risks and recommending installing anti-virus software.
- 三、存戶進行「數位皮夾」註冊,同意「服務條款及隱私權政策」後,「數位皮夾」由行動裝置中帶出行動裝置硬體資訊;由存戶設定「會員帳號」、「手機門號」及「數位皮夾密碼」後傳送至twMP平台,再由twMP平台發送OTP簡訊至該手機門號,以驗證該「手機門號」正確性,由twMP平台賦予每個「數位皮夾」唯一之ID碼,完成「數位皮夾」註冊。
- III. After the depositor registers on the digital wallet and agrees to the "Service Terms and Privacy Policy," the digital wallet will show the mobile device hardware information from the mobile device; then, the depositor shall enter the "member account", "mobile phone number" and "digital wallet

password", and send it to the twMP platform. Then, the twMP platform will send an OTP via a text message to the mobile phone number to verify the correctness of the mobile phone number. And then the twMP platform will assign a unique ID code to each digital wallet by to complete the digital wallet registration.

- 四、存戶申請使用兆豐金融卡雲支付須登錄帳號及留存於銀行之手機門號、身分證字號及出生西元 年、月、日,於線上完成申請後,即由銀行發送簡訊 OTP,存戶即可於數位皮夾輸入簡訊 OTP,經銀行檢核正確即申請成功,待收到銀行所發送之驗證碼後,存戶於數位皮夾輸入正確 之驗證碼後,經 twMP 檢核正確即可設定兆豐金融卡雲支付密碼,開始使用兆豐金融卡雲支付 服務。
- IV. When the depositor applies for the Mega HCE Card Service, he/she shall register his/her account number, mobile phone number on the Bank's record, the identity card number, and date of birth online. After completing the application online, the Bank will send an OTP via a text message, and the depositor needs to enter the OTP in his/her digital wallet. After the Bank verifies it, the application is successful. After receiving the verification code sent by the Bank, the depositor needs to enter the correct verification code in the digital wallet; after twMP verifies the code, the depositor may set his/her Mega HCE Card password to access the Mega HCE Card Service.
- 五、存戶接獲 twMP「兆豐金融卡雲支付」下載通知後,逾30 日未下載者,銀行得將該存戶所申請之「兆豐金融卡雲支付」逕行作廢。
- V. After the depositor receives a notice to download the Mega HCE Card Service from twMP, if he/she fails to download it within 30 days upon receipt of the notice, the Bank may cancel the said service for which the depositor applied directly.

第參條、個人資料之蒐集、利用、處理:

Article3: Collection, Utilization, and Processing of Personal Information:

存戶因使用數位皮夾透過兆豐金融卡雲支付辦理提款、轉帳、繳稅、繳費、消費扣款等業務之服務,同意銀行、臺灣行動支付股份有限公司(twMP)、該筆兆豐金融卡雲支付交易往來之金融機構、財團法人金融聯合徵信中心、財金資訊股份有限公司、受銀行委託處理業務之第三人及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構,在完成上述跨行業務服務之目的內,得依法令規定蒐集、處理、國際傳輸及利用其個人資料。銀行非經存戶同意或依其他法令規定,不得將其個人資料提供予上述機構以外之第三人利用。

In the case of withdrawals, transfers, tax payments made, payments made, or consumption deduction with the digital wallet through the Mega HCE Card Service, the depositor agrees that the Bank, twM, the counterparty financial institution of the transaction through the Mega HCE Card Service, Joint Credit Information Center, FISC, a third party commissioned by the Bank to handle relevant business, and other institutions permitted to be established or operate by the Financial Supervisory Commission and the competent authority in agricultural finance may collect, process, transmit internationally, and use the personal information in accordance with the laws and regulations within the purpose of completing the above-mentioned inter-bank business services. The Bank may not provide the personal information to any third party other than those mentioned above without the consent of the depositor or in accordance with other laws and regulations.

第肆條、契約雙方之基本義務:

Article4: The basic obligations of the both parties to the Agreement:

- 一、存戶於手機數位皮夾下載兆豐金融卡雲支付服務並完成更改兆豐金融卡雲支付密碼後,其兆豐 金融卡雲支付即由銀行賦予「消費扣款」功能。
- I. After the depositor downloads the Mega HCE Card Service on the digital wallet on the mobile phone

and completes the change of the Mega HCE Card password, the Bank will enable the "consumption deduction" function of the Mega HCE Card Service.

- (一)存戶充分了解兆豐金融卡雲支付具有於接受財金公司規格商店消費扣款,但無信用卡延後付款之功能,存戶同意於透過數位皮夾使用兆豐金融卡雲支付進行近端/遠端消費扣款時,銀行得自上述活期性存款帳戶直接扣帳支付款項。
- (I) The depositor fully understands that the Mega HCE Card Service is equipped with the function of accepting consumption deduction at the appointed stores of FISC, but it has no deferred payment function that a credit card has. The depositor agrees that when he/she uses the Mega HCE Card Service to make a near-field/remote payment through the digital wallet, the Bank may deduct the payment from the aforementioned demand deposit account directly.
- (二)前述遠端消費扣款,存戶於每次交易前均須輸入兆豐金融卡雲支付密碼,驗證正確後方可進行交易,以確保交易之不可否認性,增加其安全性。
- (II) In the case of the aforementioned remote payment deduction, the depositor shall enter the Mega HCE Card password before each transaction, and the transaction can only be carried out after the correctness is verified, to ensure the non-repudiation of the transaction and increase the security.
- (三)存戶存款帳戶之可用餘額,需先扣除兆豐金融卡雲支付之消費扣款已使用金額,以及其他受 限制之存款金額,方為實際可使用之餘額。
- (III) The available balance of the depositor's deposit account is the balance available for use after the transaction amount through the Mega HCE Card Service and the amount of other unavailable savings are deducted.
- (四)存戶持卡至特約商店消費後如對商品或服務之品質、數量、價金等有爭議或有退貨之情事發生時,不得以與特約商店間消費交易所生之糾紛對抗銀行,應向特約商店尋求解決,亦不得以此作為向銀行請求返還帳款之依據。
- (IV) After the depositor shops at an appointed store through the service, if there is any dispute regarding the quality, quantity, and price or a situation of goods or services returned, the dispute with the appointed store shall not be used against the Bank; instead, the depositor shall seek settlement with the appointed store, and this shall not be used as a basis for requesting a refund from the Bank.
- 二、存戶使用兆豐金融卡雲支付應盡善良管理人之注意,須妥善保管及使用載有兆豐金融卡雲支付 之行動裝置,不得讓與、轉借、提供擔保或以其他方式將載有兆豐金融卡雲支付之行動裝置之 占有轉讓予第三人或交其使用。
- II. The depositor using the Mega HCE Card Service shall take up the responsibility as a prudent administrator, to properly keep and use the mobile devices with the Mega HCE Card Service installed; the depositor shall not allow any third party to use the said devices through transfer, lending, or other methods nor provide it as a guarantee.
- 三、兆豐金融卡雲支付業務係屬晶片金融卡之延伸業務,相關轉帳功能端視存戶所申請兆豐金融卡 雲支付之實體帳戶其晶片金融卡是否已啟用非約定轉帳功能。
- III. The Mega HCE Card Service business is an extension of the chip debit card. The relevant transfer function depends on whether the depositor has applied to enable the non-designated transfer function of the chip debit card of the physical account of the Mega HCE Card Service.
- 四、存戶下載安裝數位皮夾軟體及使用兆豐金融卡雲支付服務所生之電信費用(包括但不限於封包傳輸之數據通信費用)及安裝軟體之風險,由存戶自行負擔。
- IV. The telecommunications charges generated when the depositor downloads and installs the digital wallet software and uses the Mega HCE Card Service (including but not limited to the telecommunications charges for data packet transmission) as well as the risk of installing the software

shall be borne by the depositor.

- 五、載有兆豐金融卡雲支付之行動裝置遺失、滅失、被竊或其他喪失占有:
- V. Loss, Stealing, or Losing Possession of Debit Card of Mobile Devices with the Mega HCE Card Service
- (一)存戶應妥善保管載有兆豐金融卡雲支付之行動裝置,如有脫離占有(如遺失、被竊、被搶、 詐取或其他遭存戶以外之第三人占有)等情形,應儘速以電話或其他銀行指定之方式通知銀 行或其他經銀行指定機構辦理掛失停用手續。
- (I) The depositor shall keep his/her mobile devices with the Mega HCE Card Service installed properly; if the mobile devices are out of possession (such as lost, stolen, robbed, swindled, or held by any third party other than the depositor), the depositor shall notify the Bank or other designatedp by the Bank via the phone or other methods designated by the Bank as soon as possible to report lost.
- (二)銀行受理掛失停用起被冒用所生之損失,全數由銀行負擔。銀行如認為有必要時,得於受理 掛失停用手續日起十日內通知存戶,要求於受通知日起三日內向當地警察機關報案或以書面 補行通知銀行。未辦理掛失手續前而遭冒用,銀行已經付款者,視為對存戶已為給付。如第 三人之冒用為存戶容許或故意將兆豐金融卡雲支付交其使用者、存戶故意或重大過失將使用 數位皮夾或進行其他交易之交易密碼或其他辨識存戶同一性之方式告知第三人知悉者、存戶 與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者,無論發生於辦理掛失手續前後, 其損失概由存戶負擔。但銀行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡 善良管理人注意義務,或有其他可歸責之事由,致存戶密碼被冒用或盜用者,仍應由銀行負 擔。
- (II)After the Bank accepts a loss report of the said mobile devices, the losses incurred shall be borne by the Bank. Where the Bank deems it necessary, it shall notify the depositor within 10 days from the date of accepting the loss report to request the depositor to report to the local police within three days after the date of notification or notify the Bank in writing. Where the fraudulent use before the said mobile devices are reported lost, if the Bank has made payments for the charges, it will be regarded that the Bank has made the payments for the depositor. Where the fraudulent use of the said mobile devices by a third party is permitted by the depositor, or the said mobile devices are handed over to the third party deliberately; the depositor informs a third party of the transaction password of the digital wallet or for other transactions or other methods of identifying the depositor deliberately or due to gross negligence; the depositor and a third party or an appointed store forge a transaction or engage in conspiracy for frauds, regardless of before or after the loss report, the losses incurred shall be borne by the depositor. However, if the Bank or other financial institutions that own the automated service equipment fail to perform the obligations to control and manage the information system as a prudent administrator, or have other reasons for liability, and the depositor's password is fraudulently used or stolen, the Bank shall still bear the losses.

六、密碼重設、更換手機之處理流程

VI. Procedures for Password Reset and Mobile Phone Replacement

(一) 密碼重設:

(I) Password Reset:

存戶於「數位皮夾」上點選「忘記密碼」或於「兆豐金融卡雲支付」上點選「重設密碼」,進行密碼重新設定機制。經存戶輸入銀行提示相關問題後,訊息透過 twMP 平台送至銀行核驗後發送簡訊 OTP,存戶於「數位皮夾」輸入簡訊 OTP,訊息透過 twMP 平台傳送至銀行進行核驗通知 twMP 平台啟動密碼重設機制,存戶即可重設密碼。

The depositor clicks on "Forgot Password" on the digital wallet or clicks on "Reset Password" on the Mega HCE Card Service to reset the password. After the depositor enters the Bank's relevant questions, a message will be sent to the Bank for verification through the twMP platform; then, an OTP will be sent to the depositor via a text message. After the depositor enters the OTP in the digital wallet, a message will be transmitted to the Bank through the twMP platform for verification, and the twMP platform will be notified to initiate the password reset mechanism so that the depositor can reset the password.

(二) 更換手機:

(II) Mobile Phone Replacement:同安裝與申請作業流程。Same as the installation and application process.

七、特別約定事項

VII. Special agreed terms

- (一)本約定事項所提供之服務項目,以銀行所提供之兆豐金融卡雲支付服務內容為準。<u>銀</u>行保留 隨時變更服務內容或停止服務項目的權利,並透過銀行官方網站以公告方式通知,得不另行 通知。
- (I) The services provided in the Agreement shall be subject to the contents of the Mega HCE Card Payment Service provided by the Bank. The Bank reserves the right to change the contents of the said service or terminate the service at any time and to make the announcement through the Bank's official website without further notice.
- (二) 存戶應注意自己所使用之手持式設備是否有疑似遭破解之情形,並避免安裝來源不明之程式,若有疑似遭破解之狀況,請勿使用本項服務,以免相關帳戶或個人資料外洩。
- (II) The depositor shall pay attention to whether his/her handheld device is suspected of being cracked and avoid installing programs from unknown sources. If there is any suspected cracking, please do not use this service to avoid leakage of the relevant account or personal information.
- (三)倘存戶因安裝來源不明之程式導致手持式裝置遭破解,導致手持式裝置內之資料喪失、錯誤、遭人篡改或其他經濟上損失等情形,銀行不負任何賠償責任。
- (III) The Bank shall not be liable for any compensation if the depositor's handheld device is cracked due to the installation of an application from an unknown source, and the data on the handheld device is lost, erroneous, or tampered with, or other economic losses are caused.
- (四)由於行動網路傳輸穩定度較固定式網路為低,銀行不保證本項服務不中斷。本服務倘出現傳輸中斷或故障等現象,造成使用上的不便或無法使用,銀行不負任何賠償責任。
- (IV) Since the stability of mobile internet transmission is lower than that of the fixed internet, the Bank does not guarantee that the service will not be interrupted. The Bank shall not be liable for any inconvenience or inaccessibility to the service in the event of transmission interruption or malfunction.
- 八、提款及轉帳金額之限制,幣別為新臺幣,每日係指以日曆日(臺北時間00:00至24:00)計算,下列交易額度之使用情形,存戶得利用「臺灣行動支付APP」-卡片管理-餘額查詢-交易限額查詢功能,查詢可交易限額及最高交易限額。
- VIII. The depositor can check the following available amount and maximum limit for withdrawal and transfer via logging into the "twMP APP Card Management Balance Check Inquiry For The Maximum Transaction Amount". (The currency unit is New Taiwan Dollar (NTD); "Daily" refers to each calendar day (from 00:00 to 24:00 Taipei time))

交易類別 Transaction type	每筆最高限額 Maximum amount per transaction	Daily maximum	每月累計最高限額 Monthly maximum cumulative amount	說明 Description
約定帳戶轉帳及 繳費、繳稅 Designated account transfers and payments and tax	Proceed in a	k機構現行金融卡/帕ccordance with the codebit cards/credit cards/credit cards/credit cards/credit cards/credit cards/credit cards/credit	urrent regulations	兆豐金融卡雲支付之 交易額度與晶片金融 卡共用,存戶可參照 銀行晶片金融卡約定 事項。
payments			<u></u>	The maximum
非約定轉帳 Non-designated transfer	3 萬元 NT\$30,000	3 萬元 NT\$30,000	10 萬元 NT\$100,000	transaction amount of the Mega HCE Card Service is shared with
提款 Withdrawals	2 萬元 NT\$20,000	2 萬元 NT\$20,000	2 萬元 NT\$20,000	the chip debit card. The depositor can refer
消費扣款 Consumption deductions	3 萬元 NT\$30,000	3 萬元 NT\$30,000	10 萬元 NT\$100,000	to the Bank's agreement on the chip debit card.

九、提款、轉帳限額、次數之調整及揭示

IX. Adjustment and Disclosure of Maximum Withdrawal and Transfer Amount, as well as Number of Times

前條所訂之金額及次數,銀行得視實際需要隨時調整,銀行應於調整生效之日 30 個日曆日前,以顯著方式於營業處所及銀行網站公開揭示之,銀行得不再另行通知。存戶結清帳戶或不願繼續使用時,應向銀行辦理兆豐金融卡雲支付之註銷手續。

The maximum amount and the number of times set out the preceding article may be adjusted at any time according to actual needs by the Bank. The Bank shall publicly disclose the adjustment at the business premises and on the official website in a conspicuous manner 30 calendar days before the adjustment takes effect. The Bank may not need to issue further notices. When an account is closed or the depositor is unwilling to continue to use it, he/she shall apply to the Bank for Cancel of the Mega HCE Card Service.

十、轉帳繳款/轉帳

- X. Payments Made via Transfer/Transfers
- (一)存戶需使用兆豐金融卡雲支付作約定或非約定轉帳者,應填寫金融卡雲支付服務申請書並簽蓋原留印鑑後親赴銀行臨櫃辦理,亦可至本行官網-雲端櫃台線上申請非約定轉帳者功能; 屬開立數位存款帳戶之存戶應先辦理帳戶權限提升後,才能申請此功能。
- (I) The depositor who needs to use a Mega debit card to carry out a designated account or non-designated transfer via the HCE Card service shall fill out the application form of the HCE Card service and sign and affix the seal on record and file the application at the counter of the Bank in person, or to apply for non-designated transfer via Online Counter on Mega Bank's official website. Where the depositor opens a digital deposit account, he/she shall apply for the upgrade of the access to the account first before applying for this function.
- (二) 存戶得自行在 twMP 所提供之「數位皮夾」電子銀行系統辦理轉帳繳款(含稅款、公共事業費用等)。

- (II) The depositor can make transfers to make payments (including tax payments and utility fees) in the electronic banking system, including the digital wallet provided by twMP provided by the Bank.
- (三)自存戶帳戶中提款並以轉帳方式繳款或存入自行決定之國內金融機構活期性存款帳戶。轉帳交易之銀行代號、存款帳號及金額等,應由存戶自行核對確認無誤,倘有錯誤,概由存戶自行負責,銀行不負轉正或追還之責,惟得依本約定事項第肆條第十一款方式由原存款行協助存戶辦理。
- (III) The depositor makes a withdrawal from his/her own account to make a payment via transfer or deposit the fund into a domestic financial institution's demand deposit account that he/she decides. The bank code, deposit account number, and the amount of the transfer shall be verified by the depositor on his/her own. If there is an error, the depositor shall be responsible for it, and the Bank shall not be responsible for the rectification or requesting a refund; however, the original deposit bank may assist the depositor with the said matters in accordance with Subparagraph 11 of Article 4 of the Agreement.
- (四)轉帳交易可由「數位皮夾」產生電子式交易明細表供存戶參考,屬逾期不受理之轉帳繳款類別,其轉帳繳款截止時間為截止當日二十四時。存戶若因手機連線問題遺失或未取得交易明細表,銀行不再提供交易紀錄證明。依活期存款與數位存款作業方式不同,茲分述如下:
- (IV) For a transfer transaction, an electronic transaction receipt will be generated by the digital wallet for the depositor's reference. Where it is a transfer payment that will not be accepted after the payment was due, the due time for the transfer payment is 24:00 on the due date. Where the depositor loses or fails to obtain a transaction receipt due to the connection problem of the mobile phone, the Bank will not provide an additional proof of the transaction. Based on the differences of the operational methods of the demand deposit and the digital accounts, the description is as follows:
 - 1. 活期存款帳戶之存戶,可以補登存摺之影本做為轉帳交易之證明。
 - 1. The depositor of the demand deposit account can take a copy of the passbook updates as a proof of a transfer transaction.
 - 2. 數位存款帳戶之存戶,可自行於網路銀行列印存款明細做為轉帳交易之證明。
 - 2. The depositor of the digital deposit account can print the deposit statements via online banking as a proof of a transfer transaction.
- 十一、 存戶轉帳錯誤,原存款行協助事項
- XI. Assistance Offered by the Original Deposit Bank for Transfer Errors

存戶使用數位皮夾之兆豐金融卡雲支付辦理轉帳交易時,應自行仔細檢核入戶之金融機構代號、帳號與金額是否正確,倘因存戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤, 致轉入他人帳戶或誤轉金額時,一經存戶通知銀行,銀行應即辦理以下事項:

Where the depositor uses the Mega HCE Card Service on the digital wallet to carry out a transfer transaction, he/she shall examine the financial institution code, account number, and amount to which the transfer is made. If the financial institution code, deposit account number, or amount transferred by the depositor by himself/herself or through an application is incorrect, and the fund is transferred to an account under another person's name or the amount is incorrect, after notified by the depositor, the original deposit bank shall respond as follows:

- (一) 依據相關法令請存戶提供該筆交易之明細及相關資料。
- (I) Provide details of the transaction and relevant information in accordance with relevant laws and regulations.
- (二)協助存戶通知轉入行處理,但存戶瞭解轉入行之處理係依相關法令及其內規進行,銀行通知 對其並不當然發生拘束力。

- (II) Assist in notifying the bank to which the transfer is made to respond. However, the depositor understands that the bank to which the transfer is made responds in accordance with the relevant laws and regulations and its internal regulations, and the Bank's notice does not of course impose binding force on the bank.
- (三)回報存戶處理情形。
- (III) Report the handling situation to the depositor.
- 十二、 銀行或跨行交易之行為效力
- XII. Effectiveness of the Bank or Inter-Bank Transactions

存戶如以兆豐金融卡雲支付及密碼在「數位皮夾」進行交易時,其交易與憑存摺印鑑所為之交 易行為,具有同等之效力。

When the depositor makes a transaction through the Mega HCE Card Service and password on the digital wallet, the transaction is equivalently effective as the transaction carried out with the passbook and seal on record.

十三、 交易時點之認定

XIII. Determination of Transaction Time

「數位皮夾」兆豐金融卡雲支付交易帳務劃分點:星期一至星期五以下午三點三十分為帳務劃 分點。超逾帳務劃分點暨非銀行營業日之交易,均歸屬次一銀行營業日之帳務處理。交易是否 係逾時交易,以銀行接獲檔案或資料之時間為準。

The time dividing point of the transactions through the Mega HCE Card Service on the digital wallet is 3:30 p.m. from Monday through Friday. A transaction that is carried out later than the time dividing point and on a non-business day of the Bank will be processed on the next business day of the Bank. Whether a transaction is late depends on the time the Bank receives the file or information.

存戶在非銀行營業日,或銀行營業日非營業時段(即下午三時三十分至夜間十二時)所辦理之「數位皮夾」兆豐金融卡雲支付轉出、轉入交易,皆於交易當日開始計息。

Where the depositor transfers funds in or out through the Mega HCE Card Service on the digital wallet on a non-business day of the Bank or during non-business hours of the Bank, namely 15:30-00:00, the interest will accrue on the day the transaction is made.

十四、 約定事項終止或暫停提供兆豐金融卡雲支付功能

XIV. Termination of the Agreement or Suspension of the Provision of the Mega HCE Card Service

- (一) 存戶得隨時以下列方式終止本約定事項:
- (I) The depositor may terminate the Agreement at any time in accordance with any of the following methods:
 - 1. 登入銀行網路銀行掛失服務辦理掛失。
 - 1. Log in to the Bank's online bank to report lost through the loss reporting service.
 - 2. 親自致電銀行客戶服務中心(0800-016168)申請掛失
 - 2. Call the Bank's Customer Service Center at 0800-016168 to report lost.
 - 3. 親赴銀行以書面臨櫃辦理。
 - 3. Apply for termination in writing over the counter of the Bank in person.
- (二)如有下列情事之一者,銀行得隨時終止本約定事項或暫時停止提供兆豐金融卡雲支付之功能:
- (II) The Bank may terminate the Agreement or suspend the Mega HCE Card Service temporarily at any time if one of the following circumstances occurs:
 - 1. 兆豐金融卡雲支付服務遭偽冒、變造或有疑似作為洗錢、詐欺等不法之用途。
 - 1. The Mega HCE Card is forged, altered, or used for illegal money laundering or fraud.

- 2. 存戶之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。
- 2. The depositor's account is classified as a payment suspension account, account on the watch-list, or derivative account on the watch-list in accordance with the laws and regulations.
- 3. 存戶違反法令規定損及銀行權益或有其他不法行為。
- 3. The depositor violates laws and regulations and damages the Bank's rights and interests or engages in other illegal behavior.

銀行保有對兆豐金融卡雲支付服務之提供有決定權,存戶不得將載有兆豐金融卡雲支付服務之行動裝置讓與、轉借或複製、改製或為其他損害銀行之行為,如違反而生損害,應負賠償責任。如經銀行研判存戶有疑似違反本約定事項之規定時,銀行得逕自終止存戶使用兆豐金融卡雲支付服務或暫停使用。

The Bank has the right to decide on the provision of the Mega HCE Card Service. The depositor shall not transfer, lend, copy, or modify the mobile device with the Mega HCE Card Service installed or engage in other illegal behavior that will damage the Bank. In the case of damage caused by a violation, the depositor shall be liable for compensation. If the Bank believes that the depositor has a suspected violation of the provisions of the Agreement based on its judgment, the Bank may terminate or suspend temporarily the Mega HCE Card Service directly.

十五、 費用計收、調整及揭示

XV. Fees Charged, Adjustment, and Disclosure

存戶使用兆豐金融卡雲支付所為各項交易或服務所收取之交易手續費用如下:

The transaction processing fees of using the Mega HCE Card Service for various transactions or services by the depositor are as follows:

- (一) 跨行轉帳/繳費手續費:每筆為新臺幣 15 元。
- (I) Interbank transfer/payment making processing fee: NT\$15 per transaction.
- (二)消費扣款(近端/遠端交易)存戶不需支付手續費。
- (II) Consumption deductions (near-field/remote transactions): No processing fee is required.

前述費用存戶同意銀行自存戶存款帳戶中扣繳。本款交易手續費應以顯著方式於銀行網站公開揭示。

For the fee mentioned in the preceding subparagraph, the depositor agrees the Bank to deduct the payment from his/her deposit account. This transaction processing fee shall be disclosed on the Bank's website in a conspicuous manner.

十六、 出借、轉讓或質押之禁止

XVI. Prohibition of Lending, Transfer, or Pledge

存戶應自行保管使用兆豐金融卡雲支付之行動裝置,如有出借、轉讓或質押者,存戶應自負其 責。

The depositor shall keep his/her own mobile device with the Mega HCE Card Service installed by himself/herself. In the case of lending, transfer, or a pledge, the depositor shall be liable for it.

十七、 複製或改製之禁止

XVII. Prohibition of Copying or Modification

存戶不得有複製或改製兆豐金融卡雲支付服務之行為。

The depositor shall not engage in the behavior of copying or modifying the Mega HCE Card Service. 十八、 約定事項之同意

XVIII. Consent to the Agreement

存戶於申請兆豐金融卡雲支付服務時須於線上同意遵守本服務約定事項。

The depositor shall agree to abide by this Service Agreement online when applying for the Mega

Debit Card Payment Service.

十九、 帳款糾紛

XIX. Transaction Disputes

- (一)存戶持兆豐金融卡雲支付消費帳款糾紛,自交易發生日起計兩個月內,銀行應提供<u>銀</u>行存戶必要之協助,帳戶分行應協助存戶填具「金融資訊系統自動化服務機器-存戶投訴表」,並洽銀行資訊處提供相關佐證資料,將相關資料轉由銀行金控總部分行(跨行帳務清算單位)送財金公司轉送特約商店之代理銀行處理,代理銀行收到後應於三日內確認爭議款項相關事宜,並回覆處理結果予銀行,銀行據以回覆存戶。
- (I) Where a dispute arises when the depositor pays through the Mega HCE Card Service at an appointed store, within two months from the date of the transaction, the Bank shall provide the depositor with necessary assistance. The account branch shall assist the depositor to fill out the "Financial Information System Automated Service Machine Depositor Complaint Form" and ask the Bank's Data Processing & Information Department to provide relevant supporting materials and send the materials to FISC through the Central Branch (inter-bank account clearing unit); FISC will forwarded the materials to the agent bank of the appointed store for further handling. Within three days upon receipt of the materials, the agent bank shall confirm the relevant matters regarding the disputed transaction and reply the results of the handling to the Bank, which will reply to the depositor accordingly.
- (二)若存戶於特約商店所購買之商品或服務屬於遞延性或高風險商品/服務,該特約商店因遞延性或高風險商品/服務所生之瑕疵擔保責任或發生給付不能之情形,因財金公司業已於規章明定「代理銀行不得辦理遞延性或高風險商品服務」,如屬已繳納款項者,本行不負向存戶代墊之義務,惟存戶可備齊相關證明文件,交由銀行向代理銀行請求依未獲得商品或服務之比例退還款項。
- (II) Where the good or service purchased by the depositor at an appointed store bears a deferred nature or high risk and the flawed guarantee liability or inability to provide the good/service takes place for the appointed store because of the said good/service, as FISC has explicitly stipulates that "agent banks shall not offer goods/services that bear handle deferred or high risk," where the depositor has made the payment, the Bank is not be liable to make the payment on behalf of the depositor; however, the depositor may prepare and submit relevant supporting documents to the Bank, with which the Bank will request the agent bank to issue a refund based on the proportion of the unobtained good/service.
- (三)因銀行或財金公司系統原因,如逾時、未完成(Pending)等造成之爭議款、重複扣款之情 形發生時,由存戶向銀行申訴後,依銀行內部管理規定辦理或財金公司所訂定「金融資訊系 統自動化服務機器共用業務參加單位作業手冊」規定轉委請財金公司協助處理。
- (III) Where a disputed transaction or repeated deductions occurs due to a problem in the Bank's or FISC's system, such as exceeding time limit or pending completion, after the depositor files a complaint to the Bank, the Bank shall commission FISC to assist in handling the situation in accordance with the Bank's internal management regulations or the Manual for Participants in the Financial Information System Automated Service Machine Sharing Business established by FISC.
- (四)若特約商店因有未經消費者實際檢視之商品交易(如網路購物交易),所生之瑕疵擔保責任或 有嗣後給付不能之情形,存戶得依民法、消費者保護法等相關規定,向特約商店主張相關權 益或返還價金,而銀行或特約商店代理銀行有協助提供交易紀錄予銀行存戶之義務。
- (IV) Where the flawed guarantee liability or inability to provide a good/service takes place for an appointed store in a transaction because the depositor fails to examine it in person (such as an

online-shopping transaction), the depositor may claim relevant rights and interest or request a refund of the payment from the appointed store in accordance with the relevant provisions of the Civil Code and the Consumer Protection Act, and the agent bank of the Bank or the appointed store has the obligation to assist in providing the transaction record to the depositor.

二十、 約定事項修改/增修揭示

XX. Disclosure of the Amendments to the Agreement

存戶了解並同意本行得視業務及實際需求調整、變更服務內容或使用條款,前述調整或變更將公告於本行官網頁面,倘存戶於本行公告調整服務內容或使用條款後,於七日內不為異議者,視為同意前揭調整。下列事項如有變更,本行將於變更前六十日將該等變更公告於本行官網頁面,存戶得於變更事項生效前表示異議,存戶未於前述期限內異議者,視同承認該約款變更;存戶如有異議,應於前項得異議時間內通知本行終止契約:

The depositor understands and agrees that the Bank can change or revise the terms and conditions based on demand, And will public an announcement on its official website. If the depositor does not voice an objection within 7 days, the depositor shall be deemed to have agreed to such revision. The Bank will make a public announcement on its official website before 60 days of the following revision takes effect. The depositor can voice an objection before revision takes effect. If the depositor does not voice an objection within the objection period, the depositor shall be deemed to have agreed to such revision. The depositor should notice the Bank terminate the agreement within the objection period if have any objection.

- (一)倘遭第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰,或有其他任何未經合法授權之情形發生時,本行或存戶通知他方之方式。
- (I) A third party uses the user code, passcode, certificate, private key in any unauthorized or fraudulent manner, or in any other manner without legal authorization, and the Bank or the depositor has given notice to the other party.
- (二) 其他經主管機關規定之事項。
- (II) Other situations provided by the competent authority.

二十一、 管轄法院

XXI. Governing Court

雙方同意如因本約定事項涉訟時,適用中華民國法律,並以存戶戶籍所在地之地方法院或臺灣臺北地方法院為第一審管轄法院,但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

The parties agree that the parties are involved in a lawsuit due to the Agreement, the laws of ROC shall apply, and the district court where the depositor's registered household is located or the Taiwan Taipei District Court shall be the court of first instance, but the applicability of the governing court for small claim cases, as set out in Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure shall not be excluded.

二十二、 申訴管道

XXII. Grievance Channels

銀行服務專線: 0800-016-168 傳真:(02) 8982-2345 Bank Service Line: 0800-016-168 Fax: (02) 8982-2345

電子信箱: <u>megacard_cs@megacard.com.tw</u> E-mail: megacard cs@megacard.com.tw

二十三、 文書之送達

XXIII. Delivery of Documents

存戶同意以留存於銀行所載地址為相關文書之送達處所,倘存戶或其聯絡人之地址變更,存戶應即以書面或其他約定方式通知銀行,並同意改依變更後之地址為送達處所;如存戶未以書面或依約定方式通知變更地址時,銀行得以存戶留存地址或存戶最後通知之地址為送達處所,於通知發出後,經通常之郵遞期間即視為已送達。

The depositor agrees to adopt the address on the Bank's record as the place for the delivery of relevant documents. If there is any change in the depositor's or contact's address, the depositor shall notify the Bank in writing or through other agreed methods and agrees to have the changed address updated for the delivery of relevant documents. If the depositor fails to notify the Bank of the changed address in writing or through other agreed methods, the Bank will still adopt the address on the Bank's record or the address to which the depositor received the last notification as the place for the delivery of relevant documents. After a notice is issued, it will be presumed to have been delivered after a usual postal delivery period.

二十四、 其他約定事項

XXIV. Other Agreed Terms

本約定事項若有未盡事宜,悉依有關法令辦理。

Where there are any unspecified matters in the Agreement, the relevant laws and regulations shall prevail.

- 二十五、 本約定申請書原本係以中文為之,另作成英語譯文僅供當事人參考之用,本約定申請 書內所載各條款如有任何爭執,應以中文文義為憑。
- XXV. This Application Agreement is originally prepared in Chinese and is translated into English for reference only. In the event of any conflict or dispute or inconsistency as to the meaning of any terms, conditions or provisions of this Application Agreement, the Chinese version shall in all events prevail and predominant for all purposes whatsoever.