

Content

Title : Mandatory Provisions to be Included in and Prohibitory Provisions of Standard Form Contract for Electronic Stored Value Card **Ch**

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Content : Mandatory Provisions of Standard Form Contract for Electronic Stored Value Card

1. Electronic stored value card issuer's information:

(1)Issuer's name and logo:

(2)Consumer complaint (customer service) hotline:

(3)Website:

(4)Address:

2. Use instruction: (If the Issuer issues both registered and bearer electronic stored value cards and the use rules are different, the issuer shall specify the difference in the contract).

(1)Purchase and holding: Methods for handling purchase, card reloading, card return and replacement, loss reporting and damaged card, and refund rules.

(2)Scope of use and method of automatic deduction.

(3)Fees and charges: Whether service fees, materials fees or deposit are collected and the amount of such fees/deposit; if so, said amount shall be limited as follows:

(3.1) (Registered) loss report fees: For electronic stored value card in combination with credit-card, the loss report and re-issuance fees should not exceed NT\$200 for each report. For electronic stored value card not in combination with credit-card and if no re-issuance is requested, the service fee should not exceed NT\$20 for each report; if re-issuance is requested, the service fee should not exceed NT\$100.

(3.2) (Registered) redemption service fees: Such fee shall not exceed NT\$30 for each redemption; however, if the cash collection or transfer is made from an ATM of non-issuer, additional debit card transaction fees apply.

(3.3) Contract termination service fee: The maximum shall not exceed NT\$20. However, for electronic stored value cards that have been used for more than (including) five times and for more than three months, such fee is waived.

3. Consumer protection mechanism provided by the Issuer (The issuer should post the following consumer protection mechanisms on the company website and terminals or other conspicuous places)

(1)For money received in advance by a bank issuer in connection with the electronic stored value cards it issues, the bank shall comply with the provisions in Paragraph 2, Article 29 of the Act Governing Issuance of Electronic Stored Value Cards.

(2)For money received in advance by a non-bank issuer in connection with

the electronic stored value cards it issues, the issuer shall set aside reserves in compliance with Paragraph 1, Article 18 of the Act Governing Issuance of Electronic Stored Value Cards, and take the following actions for the remainder:

Has declared trust in full.

(Note: “1. When the Company puts the money received by the Company from issuing electronic stored value cards into a trust pursuant to Paragraph 2, Article 18 of the Act Governing Issuance of Electronic Stored Value Cards, the trustor and the beneficiary of the trust is the Company, not the cardholders. Thus the trust enterprise manages and disposes the trust assets on behalf of the Company, not cardholders. However cardholders may ask for a copy of the relevant clauses of trust agreement from the Company or the trust enterprise” ; 2. Claims arising from electronic stored value cards against trust assets under the trust of trust enterprise have precedence over other claims against the Company and shareholders’ rights)

Has obtained full guarantee from a bank

4. The maximum balance in the electronic stored value card (The stored value in each electronic stored value card shall not exceed NT\$10,000).

5. Lost, stolen or damaged electronic stored value card

(1) A cardholder of bearer electronic stored value card is not allowed to report card loss or request stop payment when the card is destroyed, lost or stolen.

(2) When a registered electronic stored value card is lost or stolen, the cardholder should promptly notify the issuer or an institution designated by the issuer by phone or other means to report card loss and request stop payment, and pay a loss report fee according to Subparagraph (3) of Point 2 herein (Note: An issuer may decide on its own whether to charge loss report fee, but should explicitly specify its practice (of charging or not charging loss report fee) in the Contract). However if deemed necessary by the issuer, the issuer may notify the cardholder within 10 days after accepting the card loss report, asking the cardholder to file a report with the local police in 3 days after receiving the notice or send a make-up report in writing to the issuer.

(3) When a cardholder of registered electronic stored value card reports card loss by phone or by other means according to the provisions in the preceding paragraph, the loss report formality is considered completed, and the issuer shall assume loss incurred from unauthorized use of the card thereafter. However, the cardholder shall still be held responsible for loss incurred from unauthorized use of the card in off-line real-time transactions taken place within ___ hours (not over 12 hours) after completing the loss report formality as described in the preceding paragraph.

(4) If a cardholder of registered electronic stored value card fails to provide the document requested by the issuer, refuses to assist in investigation, fails to file a report with the local police in 3 days after receiving the notice as provided in Subparagraph (2) hereof, or has other actions that are against the principle of good faith after completing the loss report formality, the cardholder shall assume all losses incurred from unauthorized use of his or her card

(5) If an electronic stored value card is damaged, or a registered

electronic stored value card is lost, stolen or destroyed, the cardholder may apply to the issuer for a replacement. With due reasons, the issuer is not obliged to issue an electronic stored value card that has the same graphic pattern, material, shape or size as the lost or damaged.

(6) If the damage of an electronic stored value card or the loss, theft or destruction of a registered card could be attributed to the fault of the issuer or contracted merchant , the issuer or contracted merchant shall not ask the cardholder to pay handling fee for card replacement.

Prohibitory Provisions of Standard Form Contract for Electronic Stored Value Card

1.The contract may not contain any clause that does not allow the refund of remaining stored value in an expired card or does not allow the refund of unused stored value, or clause that unreasonably restricts the use of card. But for special cards issued by the issuer in compliance with related government regulations, such regulations shall apply.

2.The contract may not contain any clause that does not allow the loss reporting of registered electronic stored value cards.

3.The contract may not contain any clause that allows the issuer to unilaterally rescind the contract.

4.The contract may not contain any clause that relieves the issuer of the responsibility for intentional and material error in advance.

5.The contract may not contain any clause other provisions prohibited by law or clause that is apparently unfair or deceptive.

Data Source : Financial Supervisory Commission Laws and Regulations Retrieving System