

# 个人开卡申请

姓名(Name):			
生日(Date of Birth):			
性别 (Gender):			男 (Male)   」女 (Female)
职业 (Occupation):			
电子邮箱 (E-Mail):			
电话 (Phone Number):			
其他联系电话			
(Other Numb	er):		
	所在省(Province)		
联系地址	所在市 (City)		
(Address)	街道名称(Street)		
:	公寓号、房间号、楼层等(Unit/Apt NO.)		
	邮编 (Zip Code)		
护照号 (Passport ID):			
创建用户名(User Name):			
创建密码(Password):			(线上)
确认密码(Confirm Password):			(线上)
预计存入金额:			¥ 0-10,000
			¥ 10,001-20,000
			¥ 20,001-35,000
			□ ¥ 35,000以上
有效证件号(Other ID NO.):			
有效证件号类型(Other ID Type):		:	

如有需要,ECARD Inc. (亦卡) 会以 Email 形式与您取得联系。





# ECard Prepaid Card Cardholder Agreement E 卡充值卡持卡人协议

# CUSTOMER SERVICE CONTACT INFORMATION: 客户服务联系信息:

PO BOX 3385 Astoria, NY 11103

邮政信箱:3385,阿斯托利亚, NY 11103

www.ecardinc.com

www.ecardinc.com

1-866-ECARD-88

1-866-ECARD-88

#### **IMPORTANT NOTICES:**

## 重要提示:

- 1. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("DISPUTE CLAUSE" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
  - 请仔细阅读。本协议包含仲裁条款("争议条款"部分)要求所有申诉均通过有约束力的仲裁形式解决。
- 2. ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.
  - 您需确保持续了解卡内的确切金额。商家可能没有权限来确定卡内余额。
- 3. BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.
  - 通过接受、签署、或使用本卡, 您同意接受本协议中的条款约束。

This Cardholder Agreement ("Agreement") sets forth the terms and conditions under which the **ECard Prepaid** Card has been issued to you. By accepting, signing, or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, "Card" means the **ECard Prepaid** Card issued to you by **Global Bank**. "You" and "your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean **ECard Prepaid** Card, our successors, affiliates or assignees. The Card will remain the property of **ECard Prepaid** Card and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

在阐述本协议("协议")规定的条款之前,一卡通充值卡已发放给您。通过接受、签署、或使用本卡,您同意接受本协议中的条款约束。在这个协议中,"卡"和"您"指按照协议要求,收到卡和授权使用卡的个人或团体。"我们,""我们"和"我们"指一卡通充值卡,我们的继任人,分支机构或代理人。该卡公司保留一卡通预付卡的所有权,必要时必须上缴。该卡不可转让,可根据适用法律,不经事先通知而被随时注销或收回。请仔细阅读并保存本协议,以便后期查阅。





# FEE AND LIMITS CHART

# 费用和限制表

Basic 基本项		
Card issue price	FREE	
卡的发行价格	免费	
Card activation fee	FREE	
卡激活费	免费	
Monthly service fee	\$5	*fee will be waived if you
每月服务费	5 美元	make a purchase for \$200/month or more in network purchase. *如果您是在网络中购买的 200美元每月的资费标准,
		则不收该项费用。
Subaccount fee	FREE	74 1 DC DC 7/24/14 0
<i>帐户费用</i>	免费	
Send and receive money within ECard network	FREE	
在一卡通网络发送和接收资金	免费	
Customer Service Hotline	FREE	
客户服务热线	免费	
Load Money		
存钱		
Reload using direct deposit of payroll or government	FREE	
benefits.	免费	
反复直接存入工资或政府补贴。		
Reload using checking or saving transfer	FREE	
反复查看或储蓄转移	免费	
Reload using mobile check capture	FREE	The fund will be available up
反复使用手机检查账户	免费	to 10 business days. For expedited service, there's a 5% fee for minimum \$5. 该基金将提供最多 10 个工作日的查询服务。加急服务有 5%的手续费,最低收费 5 美元。
Reload with cash on third party merchant service	Under \$1,000: \$5 \$1,000-	
用于商业服务的向第三方平台反复存款	\$2000: \$10 低于 1000 美元 1000 - 2000 美元: 10 美元 \$2001-\$2500: \$12 2001 - 2500 美元: 12 美 元	





1+1+1>111		
ATM Withdrawal		
ATM 取款		
ATM withdrawal (domestic)		
提款 (国内)		
In-network	FREE	NYCE network
在网络	免费	NYCE 网络
Out-of-network	\$2	*Charged by ATM operation
非网络	2 美元	*ATM 操作提款
ATM withdrawal (international)		
ATM 取款(国际)		
In-network	FREE	* Charged by ATM operation
在网络	免费	*ATM 操作提款
Out-of-network	SURCHARGE	* Charged by ATM operation
<i>非网络</i>	附加费	*ATM 操作提款
ATM balance inquiry		
ATM 余额查询		
ATM balance inquiry fee (international)	SURCHARGE	* Charged by ATM operation
ATM 余额查询费(国际)	附加费	*ATM 操作提款
ATM other		
ATM 等		
ATM cash withdraw decline fee	NO	
ATM 提款费	否	
Purchase		
购买	77.77	
Signature purchase transaction fee	FREE	
签名的购买交易费	免费	
foreign transaction fee	FREE	
国外交易费	免费	
currency conversion rate 货币兑换率	1.30% 1.30%	
<b>D</b> Payment	1.50%	
Hayment 付款		
Bill payment fee	\$0.50	/per order
账单支付费用	0.50 美元	/每单
ペースリリカ ACH decline fee	\$15	/母牛
自动清算下降费	15 美元	
日初月乗 「平	\$15	
检查停止费	15 美元	
Purchase stop fee	\$15	
购买停止费	15 美元	
Other	10 /2/0	
其他		
Check request fee	\$2	/per order
检查请求费	2 美元	/每单
1-4 14 · 4 · 2 · 3	- / - / -	<b>4</b> 1





Close account fee 关闭帐户费用 Card lost and replacement fee 信用卡遗失及补发费 Expedited card shipping fee 加急卡运费

FREE 免费		
\$5 5 美元	(1 free per calendar year) (每日历年免费 1 次)	
\$25 25 美元		

- \*Third-party fees may apply.
- \*可申请第三方费用。
- \*\*Standard Text Message Rates may apply.
- \*可申请标准文本信息速率。

Questions? Please call <u>1-866-ECARD-88</u> 有问题,请拨打 1-866-ecard-88 or visit www.ecardinc.com 或访问 www.ecardinc.com

ATM Fees: When you use an ATM, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). 自动取款机费用: 当您使用自动取款机时,您可能会因 ATM 操作员或用于完成事务的任何网络支付费用。 (或即便您没有汇款操作,也可能对查询余额的行为付款。)

#### 1. ABOUT YOUR CARD

## 1、关于您的卡

Your Card is a prepaid card, which allows you to access funds loaded to your Card account. You should treat your Card with the same care as you would treat cash. Your Card account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card account. This Card is not designated for business use and we may close your Card if we determine that it is being used for business purposes. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity.

您的卡是预付费卡,允许您往卡内账户充值。您应该把您的卡视同您的现金。您的信用卡帐户不是支票或储 蓄帐户,也没有任何其他关联账户。该卡不是礼品卡,也不打算用于送礼的目的。该卡不是信用卡。在您的 帐户您将不会收到任何利息资金。此卡未指定用作业务用途,如有用于业务用途,我们可关闭您的卡。我们 可能会关闭您的卡或拒绝处理任何我们认为可能违反本协议条款,或代表非法或欺诈行为的交易。

#### 2. GETTING STARTED

## 2、用卡入门

Important information for opening a card: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

开卡所需的重要信息:为了帮助联邦政府打击恐怖主义和洗钱活动,《美国爱国者法案》要求所有金融机构 及其第三方激光获取、核实和记录识别每个开卡人的信息。

What this means for you: When you open a Card, we will ask for your name, street address, date of birth, and other





information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. We may limit your ability to use your Card or certain Card features until we have been able to successfully verify your identity.

这对您意味着什么: 当您开卡时,我们会询问您的姓名,地址,出生日期,和其他能够使我们确定您身份 的信息。我们可能在在任何必要的时间查看您的驾驶执照或其他文件。我们可能会限制您使用卡或某些卡 功能,直到我们能够成功地验证您的身份。

Eligibility and Activation: To be eligible to use and activate this Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

资格与激活: 您向我们陈述并保证以下内容后,您才有资格激活和使用该卡:(i)您至少 18 岁;(ii)您已 经向我们提供的个人信息是真实、正确和完整的;(iii)您已阅读本协议并同意遵守其条款。

#### 3. USING YOUR CARD

## 3、使用您的卡

## a. Loading Your Card (be specific of each load function)

## a.对卡充值(明确每个充值功能)

You may add funds to your Card account, called "loading," by: (i) Automated Clearing House ("ACH") loads (e.g., direct deposit) up to \$8,000/ per month. Each load may be subject to a fee pursuant to the Fee table. If you arrange to have funds transferred directly to your Card from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. The maximum balance allowed to spend on your Card is \$8,000/ per month. We will reject any loads that exceed the maximum balance allowed on your Card. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

您可以往您的信用卡账户中添加资金,即"充值"",由:(i)自动清算所("ACH")充值,(例如,直接 存款)高达8000美元/月。根据费用表,每次充值可能加收一定费用。如果您从第三方通过自动清算所,将 资金直接转移至您的卡中,您需要注册第三方信息,即提供银行路由号码和直接存款帐号。您的卡最大的消 费额度为8000美元/月。如超过该额度,我们将拒绝您的任何存款。您同意出示您的卡,并让其符合认证要 求,以满足您不时要求的存款交易。

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE LOADED TO YOUR CARD VIA AN AUTOMATED CLEARING HOUSE ("ACH") CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.

联邦政府付款:通过自动结算所(ACH),联邦付款可能是唯一可以向您卡中充值的形式,可以联邦支付的 卡对主要持卡人来讲是有益的。如果您有这方面的需求的问题,请致电客户服务。

## b. Accessing Funds and Limitations

## b.资金使用和限制

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. Your Card cannot be redeemed for cash. You may not use your Card for any illegal transactions. You may use your Card to:

每次您使用您的卡时,即代表您授权我们减少您的信用卡的可用交易金额和适用的费用。您的卡不能兑换 现金。您不可能用您的卡从事任何非法交易。您可以使用您的卡:





- 1. withdraw cash from your Card account, 从您的卡账户取出现金,
- 2. load funds to your Card account, 向您的卡账户充值,
- 3. transfer funds between your Card accounts whenever you request, and 按照您的需要,进行信用卡帐户之间的资金转移,和
- 4. pay bills directly from your Card account in the amounts and on the days you request. 按照当天额度,直接使用您的卡支付账单。

You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account. Some of these services may not be available at all terminals.

只要您不超过信用卡账户中的额度,您可以在您的信用卡适用任何地方,使用信用卡购买或租赁的商品或 服务。这些服务可能不能在所有的终端支付。

You are not authorized to use the bank routing number and account number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your account. These debits will be declined and your payment will not be processed.

如果您对账户中没有足够余额,您无权使用银行汇款号码和帐户号码开具借记支票、支票或其他以支票形 式的项目。这些债务将被延期,您的付款行为也不会被处理。

# c. Foreign Transactions C.外汇交易

Foreign Transaction Fee: If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), you will be charged a foreign currency transaction rate equal to 1.3% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to a foreign currency transaction rate. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

国外交易费: 如果您在非发卡国家或使用非发卡国的货币(国外交易),获取资金(或发起购买行为),将以 美元的形式向您收取交易总额 1.3%的外汇交易税。信用卡协会认为,在美国境内发生的交易也可以是外国 交易,因此部分地区的交易可能受到外汇交易率的影响。如果外国交易因信用问题导致退款,我们将不会退 还任何可能在您的原始购买交易中收取的外国交易费用。

Currency Conversion: If you make a Foreign Transaction, the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of Visa U.S.A. Inc/ Unionpay currently use a conversion rate that is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of the Foreign Transaction Fee that we charge as compensation for our services.

货币转换: 如果您进行外汇交易,从您的资金中扣除的金额将由处理美国签证货币的网络或卡协会进行金 额转换。公司/银联目前使用的转换率是:(i)从整个货币市场选择适用的费率范围(可能与协会本身收到的 费率不同),或(ii)使用政府规定的适用中央处理日期的有效费率。通过网络选择的转换费率是国外交易费 的独立形式,我们负责我们的服务补偿费用。





LOAD, WITHDRAWAL and SPEND LIMITS* 充值,取款和消费限制*				
Load Limitations 充值限制	Limit 有限			
Maximum useable balance at any time 任何时间的最大可用余额	\$8,000/ per month 每月 8000 美元			
Withdrawal Limitations 提款限制	Limit 有限			
Total number of ATM or over the counter cash withdrawals ATM 机或柜台取款的总额度	Unlimited 无限制			
Maximum amount of ATM withdrawal 最大的 ATM 取款金额	No more than \$1,000 per twenty-four (24) hour period 不超过 1000 美元每二十四(24)小时			
Spend Limitations 消费限制	Limit 有限			
Maximum amount in Point of Sale Signature <del>or Point of Sale PIN</del> 在销售签名点或销售点的最大金额	You may buy up to \$8,000 per month worth of goods or services per twenty-four (24) hour period 每 24 小时内,您可以购买高达每月 8000 美元的货物或服务			
*Third parties may impose additional limitations. *第三方可能施加额外的限制。				

## e. Personal Identification Number ("PIN")

### e、个人识别号码("PIN")

You will receive a Personalized Identification Number ("PIN") by activating the card and then establishing a PIN number through the automated phone service. You may use your Card at any Point-of-Sale (POS) device which requires entry of a PIN that bears the PLUS, NYCE network. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Lost or Stolen Cards; Unauthorized Transactions" below.

激活卡时您将收到一个个人识别号码("PIN"),然后通过自动电话服务设定密码。您可以在任何销售点 (POS) 使用您的卡,只需您输入密码,但环境内需要有 PLUS、NYCE 网络。您不应该在卡上书写或显示 PIN 码。不要与任何人分享您的密码,也不要在任何似乎被修改或可疑的终端输入 PIN 码。如果您认为任 何人未经授权获取了您的 PIN 码,您应该立即通知我们,按照"丢失或被盗卡"部分的程序处理;以下为未 经授权的交易"。

## f. Obtaining Card Balance Information

## f、取卡余额信息

You may obtain information about the amount of money you have remaining in your Card account by calling Customer Service (fees apply). This information, along with a 60-day history of account transactions, is also available





on our Website.

您可以通过呼叫客户服务获得有关您在卡帐户中剩余金额的信息(费用适用)。同时也可查得 60 天内的历 史帐户交易, 也可以登陆我们的网站查询。

## g. Authorized Users and Secondary Cards

## g、权用户和副卡

You may not permit another person to have access to your Card or Card number. If you do provide access to your Card or Card number, you are liable for all transactions incurred with the Card or Card number.

您可以阻止他人获得您的卡或卡号。如果您提供您的卡或卡号,您需对因卡或卡号产生的所有交易负责。 You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section labeled "Lost or Stolen Cards; Unauthorized Transactions" below, and other applicable law. 您必须通知我们,以取消您以前授权使用卡的人员信息,或访问您的帐户的任何人的许可信息。根据本协议 的"卡丢失或被盗"条款,您需对卡的每次使用完全负责;未经授权的交易"和其它适用的法律。

#### h. Authorization Holds

#### h、授权持有

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

您没有权利停止起源于您的卡的任何支付、购买交易行为,另有规定的情况除外。对于特定的购买类型(如 那些在餐馆,酒店,或类似的购买行为),您的卡可能需要"预授权"超过交易金额的支付酬金或附带费用 金额。任何预授权金额将"持有"您的可用资金,直到商家发送给我们您购买的最终付款金额。一旦最终支 付金额后,预授权金额将被删除。在这段时间里,您将无法获得预先授权的金额。如果您授权交易但未能按 计划购买该交易,则持有该数额的资金需获得批准。

#### i. Preauthorized Transfers

#### 预先授权的转让

Preauthorized credits: If you have arranged to have direct deposits made to your Card account at least once every 60 days from the same person or company, you can contact Customer Service to find out whether or not the deposit has been made.

预授权信用: 如果您的卡在每60天内,有同一个人或公司向卡账户中直接存款,您可以联系客服核实是否 发生该存款行为。

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Card account, you can stop any of these payments. Contact Customer Service in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

停止支付的权利和具体操作程序: 如果您提前向我们告知不再使用该卡进行定期支付,您可以阻止该支付 行为。在您开始支付计划前3天或更早时间内,您需联系客户服务部门,以便我们处理您的业务。如果您通





过打电话的方式申请,我们也可能要求您做出书面申请,并要求您在拨打电话后的14天内发送给我们。

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

未能阻止预先授权转移的支付责任:如果您方要求我们在计划转移前的三个工作日或更早时间,停止支付项目中的任何一个,如果我们未能履行,则我们对您遭受的损失负有责任。

## j. Returns and Refunds

## J.退货和退款

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

如果您有权对经卡获得的货物或服务有任何理由的退款,退款行为将由商家处理。如果商家评估您的卡的 信用度,该信用度可能不会立即生效。当商家接到您的要求并退款后,请注意,我们无法控制商家发出的信 用交易,退款金额可能不能在退款交易发生后的几天内可用。

## k. Receipts

## k.收据

You may wish to retain receipts as a record of transactions. Receipts will be required if you need to verify a transaction. 您可能希望保留收据作为交易记录。如果您需要验证的交易,您可以要求提供收据。

#### 1. Split Transactions and other uses

## L.分开交易和其他用途

If you do not have enough funds available in your Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash.

如果您的卡账户没有足够的资金,您可以让商户向卡收取部分货款,并用另一种付款方式支付剩余金额。这种做法被称为"分开交易。"一些商家不允许持卡人进行分开交易。如果您用现金支付剩余费用,一些商家才允许您这样做。

If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself.

如果您使用您的卡号而不出示您的信用卡(如网上交易、邮购或电话购买),其法律效力将与使用卡本身相同。

YOU ARE NOT ALLOWED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS 您的个人交易或一系列交易不能超过您的信用卡账户中的可用金额。

## 4. CARD REPLACEMENT AND EXPIRATION





## 4、换卡和到期

If you need to replace your Card for any reason, please contact Customer Service (fees apply). Please note that your Card has an expiration date on the front of the Card. You may not use the Card after the expiration date on the front of your Card. However, even if the "Valid Thru" date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card.

如果您出于任何原因需要更换您的卡,请联系客户服务(收费)。请注意,您的信用卡正面标有到期日期。 在卡正面日期到期之后,您将不能使用该卡。然而,即使是"有效期"日期已过,您卡上的可用资金不会过期。 您不会因为卡到期,而支付换卡费用。

#### 5. LOST OR STOLEN CARDS; UNAUTHORIZED TRANSACTIONS.

- 5、卡丢失或被盗;未经授权的交易。
- a. Contact Customer Service Immediately

## A.立即联系客户服务

If you believe your Card or PIN has been lost or stolen, contact Customer Service. You should also call or write to Customer Service if you believe a transfer has been made using the information from your Card or PIN without your permission.

如果您相信您的卡或销已丢失或被盗,请联系客户服务部门。如果您认为没有您的许可就有使用您的卡或 PIN 信息进行的交易,您也应该给客户服务打电话或写信。

## b. Your Liability for Unauthorized Transfers

## 您当对擅自转让卡负有责任

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could lose all the money in your Card account. If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your electronic history shows transfers that you did not make, including those made by your Card or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically accessed your account (if the unauthorized transfer could be viewed in your electronic history), or the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

如果您认为您的卡或密码丢失或被盗,或者您认为没有您的许可就已经发生了电子转帐行为,请立即告诉 我们。联系电话客户服务部门是避免您可能损失的最佳方式。您可能损失您卡中的所有资金。如果您在得 知您的卡或 PIN 丢失或被盗后 2 个工作日内告诉我们,有人未经您的许可使用您的卡或 PIN,您将损失不 超过 50 美元。如果您在得知您的卡或 PIN 丢失或被盗后 2 个工作日内不告诉我们,或如果您告诉我们,而 我们可以证明可以阻止有人没有您的许可使用您的卡或 PIN,您可能损失至多 500 美元。此外,如果您的电 子历史记录显示您没有操作的转移记录,包括使用您的卡片或其他方法所做的转移记录,请马上告诉我们。 如果您在以电子形式访问您的账户后的 60 天内没有向我们告知(如果您能在电子记录中看到未授权的转账), 或在我们针对未授权转账首次发送书面记录时,我们能够证明如果您及时向我们告知,我们就有能力阻止 别人转移您的资金,但如果您在丢失后的60天内没有向我们告知,您将不能索回资金。但如果您能告诉我





们一个合适理由(如长途旅行或住院),我们可以合理地将时限延长一段时间。

## c. In case of errors or questions about your Electronic Transfers

## C.您的电子汇款出现错误或问题

Contact Customer Service as soon as you can if you think an error has occurred in your Card account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

如果您认为您的信用卡账户发生了错误,尽快联系客户服务部门。您必须在电子汇款中发现有账户错误后的 60 天内报告错误。如果您在电子历史记录中中可以看到错误,或者我们发送出现错误的第一个书面历史记录后。您可以随时联系客户服务索取您的交易历史记录。您需要告诉我们:

- 1. our name and Card number; 您的姓名和卡号;
- 2. A description of the error or the transaction you are unsure about; 对错误或您不确定交易的描述;
- 3. An explanation of why you believe it is an error or why you need more information; and 解释为什么您认为它是错误的,或为什么您需要更多的信息;和
- 4. The dollar amount of the suspected error. 疑似错误的金额。

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

如果您口头上告诉我们,我们可能会要求您在 10 个工作日内向我们发送您的书面形式的投诉或问题。我们将在得知错误问题后的 10 个营业确认是否有错误,并尽可能快地纠正错误。如果我们需要更多的时间,我们可能最多需要 45 天的时间来调查您的投诉或问题。如果我们决定这样做,我们将在 10 个交易日内在您的帐户中贷记您认为错误的金额,以便您在我们完成调查后您能得到这笔金额。如果我们要求您以书面形式提出您的投诉或问题,而没有在 10 个工作日内收到您的书面投诉,我们可能不相信您的帐户问题。对于涉及新帐户错误,销售点,或外国发起的交易,我们可能需要 90 天的时间来调查您的投诉或问题。对于新客户,我们可能需要长达 20 个工作日内核实您认为错误的金额。调查完成后我们会在 3 个工作日内告诉您结果。如果我们认为没有错误,我们会给您一个书面说明。我们在调查中可能需要您提供文件副本。如果您对我们的错误解决程序还有任何疑问,请与客服联系。

- d. Your Liability for Unauthorized Visa Prepaid Card Transactions
- d、在未经您授权的信用预付卡交易中您应承担的责任





Under Visa's Zero Liability Policy, your liability for unauthorized transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. These provisions limiting your liability do not apply to debit transactions not processed by Visa or foreign ATM withdrawals.

根据信用卡的零责任政策,如果您在处理信用卡时没有严重疏忽或欺诈,您对您的卡帐户未经授权的交易的责任是0美元。这些规定限制了您的责任适用于通过信用卡或国外ATM取款机处理的交易。

## 6. CONFIDENTIALITY

#### 6、保密

We may disclose information to third parties about your Card account or the transactions you make: 根据以下情况,我们可能向第三方披露您的信用卡账户或交易信息:

- 1. Where it is necessary for completing transactions; 完成交易的必要要求;
- 2. In order to verify the existence and condition of your Card account for a third party, such as merchant; 为第三方如商家,验证您的卡帐户的存在情况和条件;
- 3. In order to comply with government agency or court orders, or other legal reporting requirements; 为了符合政府机构或法院命令,或其他法律要求;
- 4. If you give us your written permission; or 您给我们提供书面许可; 或
- 5. To our employees, auditors, affiliates, service providers, or attorneys as needed. 我们的员工、审计师、公司、服务提供商、或律师有这种需要。

## 7. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

## 7、我们对未能完成交易的责任

If we do not complete a transaction to or from your Card account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

如果在我们与您签订的协议之下,我们不完成或不能及时完成您的支付卡交易,或完成的交易金额与您的要求不一致,我们会对因我们对您造成的损失和损害进行最大限度的补偿。然而,也有一些例外。对于以下情况我们将不承担任何责任:

1. If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;

如果我们不存在错误,您的支付卡中没有足够的资金导致无法完成交易;

- 2. If a merchant refuses to accept your Card;
  - 如果商家拒绝接受您的卡;
- 3. If an ATM where you are making a cash withdrawal does not have enough cash; 如果您使用的 ATM 取款机没有足够的现金;
- 4. If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
  - 如果您操作电子终端不能正常工作,并且在您发起交易时知道终端有错误;
- 5. If access to your Card has been blocked after you reported your Card or PIN lost or stolen; 如果在您报告您的卡存在问题,或 PIN 码丢失或被盗后您的卡已被锁住;
- 6. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; 如果有他人持有您的资金是受法或其它限制保护的;





- 7. If we have reason to believe the requested transaction is unauthorized; 如果我们有理由相信交易是非法的交易;
- 8. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; 如果我们无法控制(如火灾、水灾、计算机或通讯故障)阻止交易,尽管我们采取了合理的预防措施;
- 9. Any other exception stated in our Agreement with you. 我们与您协定的其它情况。

#### 8. CHANGE OF ADDRESS

## 8、更改地址

You are responsible for notifying us immediately upon any change to your address. If your address changes to a non-US address, we may cancel your Card and return funds to you in accordance with this Agreement.

如发生地址变更,您有责任及时通知我们。如果您的地址改变为非美国的地址,按照协议规定,我们将注销 您的卡和把资金返还给您。

#### 9. OTHER TERMS

## 9、其他条款

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules of any association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice) If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the state of New York except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

本协议下,您的卡和您的义务不得转移,我们可以转移本协议规定的我们的权利。您对卡的使用行为需受 任何与交易相关的法律规定。任何时间内,我们不会放弃我们的延迟或不行使责任的权利。我们不会因为拖 延或不及时行使权利而放弃我们的权利。(例如评估结果显示费用少于您所描述的费用,或由于任何原因, 我们不放弃恕不另行通知的收取本协议所规定费用的权利。)如果部分条款因任何法律、法规、政府机构、 地方、州或联邦规定而成为无效或不可执行的条款,这些条款不影响协议中其它条款的有效性和可执行性。

#### 10. AMENDMENT AND CANCELLATION

#### 10、修改和取消

You will be notified of any change in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You may close your Card at any time by contacting Customer Service. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in this Agreement.

按照适用法律,对您的卡的信息进行变更生效之前您将接到通知。但是,如果更改是出于安全目的,我们可 以在没有事先通知的情况下进行变更。您可以随时联系客服关停您的卡。您对本协议的终止并不影响我们





在本协议终止前产生的任何权利或义务。如果您的信用卡帐户被关闭,我们将向您发出任何未付余额的信用证,但须按本协议具体费用需按本协议规定。

#### 11. TELEPHONE MONITORING/RECORDING

#### 11、电话监控/记录

We may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

我们可以监视和/或记录您和我们之间的电话,以确保我们的客户服务质量或遵守适用法律的要求。

## 12. NO WARRANTY REGARDING GOODS AND SERVICES

## 12、无担保的商品和服务

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with

your Card.

对于您使用卡购买的商品或服务,我们不负责任何商品或服务的质量,安全,合法性,或任何其他方面的问

题。

#### 13. ENGLISH LANGUAGE CONTROLS

#### 13、英语语言约束

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

本协议的译文可能只是为了您阅读方便,并不能准确地反映原文的英文意思。这里的术语、条件和陈述的含义受英语中的定义和解释约束。

## 14. WAIVER OF RIGHT TO TRIAL BY JURY (DO NOT KNOW)

#### 14。放弃由陪审团审判的权利(不知道)

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITU TIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

您和我们需知道,由陪审团审判的权利是宪政权利,但可以在某些情况下放弃该权利。在法律允许的范围内,您方和我方知道且自愿放弃在本协议引起或与之有关的诉讼中,陪审团的任何审判权。在任何情况下,放弃陪审团审判的权利,不应影响或解释为独立陪审团的审判豁免提出的争议条款。

