

安達產物保險股份有限公司台灣分公司

網路保險服務契約（契約審閱期間至少五日）

第一條 契約之適用範圍

當事人間依電子簽章法及相關法令之規定從事保險電子交易者，適用本契約之約定。但個別網路保險服務契約對消費者之保護更有利者，從其約定。

第二條 名詞定義

本契約之名詞定義如下：

- 一、「保險電子交易」：指消費者經由網際網路與本保險公司資訊系統電腦連線，且利用電子簽章或其他足資辨識消費者身分之方式，直接取得本保險公司所提供之各項保險服務。
- 二、「電子訊息」：指本保險公司或消費者經由網際網路連線傳遞之訊息。
- 三、「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
- 四、「私密金鑰」：指一組具有配對關係之數位資料中，由簽章製作者保有之數位資料，該數位資料係作電子訊息解密及製作數位簽章之用。
- 五、「公開金鑰」：指一組具有配對關係之數位資料中，用以對電子訊息加密、或驗證簽署者身分及數位簽章真偽之數位資料。
- 六、「加密」：指利用數學演算法或其他方法，將電子文件以亂碼方式處理。
- 七、「電子簽章」：指依附於電子文件並與其相關連，用以辨識及確認電子文件簽署人身分、資格及電子文件真偽者。
- 八、「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。
- 九、「資訊系統」：指產生、送出、收受、儲存或其他處理電子形式訊息資料之系統。

第三條 連線所使用之網路

本保險公司及消費者應各自與網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

第四條 網頁之確認

消費者與本保險公司交易前，應先確認本保險公司正確之網址。本保險公司應盡善良管理人之注意義務，隨時維護網站的正確性與安全性，以避免消費者之權益受損。

第五條 電子訊息之接收與回應

本保險公司接收含數位簽章或經本保險公司及消費者同意用以辨識身分之電子訊息後，應立即以下列方式之一要求消費者再確認：

- 一、以資訊系統自動回覆通知消費者。

二、以資訊系統再次確認裝置提示消費者。

經消費者依前項規定再確認者，該項電子訊息視為已經本保險公司受理。本保險公司受理消費者之電子訊息後，應即時進行檢核或處理，並於三日內將結果通知消費者。

本保險公司應於同意承保後，將網路保險交易成功訊息（內容包含保險單號碼或交易序號、保險單生效時間、保險金額等重要資訊）傳送予消費者。本保險公司同意承保後，保險契約即為成立。

本保險公司或消費者接收來自對方任何電子訊息，若無法辨識其身分或內容時，視為傳送作業未完成。但本保險公司可確定消費者身分時，應立即將內容無法辨識之事實通知消費者。

第六條 電子訊息之不處理

有下列情形之一者，本保險公司得不處理任何接收之電子訊息：

一、本保險公司能舉出證據有具體理由懷疑電子訊息之真實性或所指定事項之正確性者。

二、本保險公司依據電子訊息處理，將違反相關法令或保險契約之規定者。

本保險公司不處理前項電子訊息者，應同時將不處理之具體理由及情形通知消費者。

第七條 消費者軟硬體安裝與風險

消費者申請使用本契約之服務項目，應自費安裝其所需之電腦軟體、硬體，以及其他與安全相關之設備。

消費者於使用本保險公司所交付之軟硬體設備時，如因可歸責於本保險公司之事由致受有損害，得向本保險公司請求賠償。

第八條 消費者之注意義務

消費者對使用者帳號、密碼、憑證及相關文件，應妥善保管。

消費者輸入前項密碼連續錯誤達三次時，本保險公司資訊系統即自動停止消費者使用本契約之服務。消費者如擬恢復使用，應向本保險公司提出申請。

第九條 交易核對

本保險公司於每筆交易指示處理完畢後，以電子訊息或雙方約定之方式通知消費者，消費者應核對其結果有無錯誤。如有不符，應於通知到達之日起四十五日內，通知本保險公司查明。

本保險公司對於消費者之通知，應即進行調查，並於通知到達本保險公司之日起四十五日內，將調查之情形或結果覆知消費者。

第十條 電子訊息錯誤之處理

消費者利用本契約之服務，如其電子訊息因不可歸責於消費者之事由而發生錯誤者，本保險公司應協助消費者更正，並提供其他必要之協助。

前項服務因可歸責於本保險公司之事由而發生錯誤者，本保險公司應於知悉時，立即更正，並同時以電子訊息或雙方約定之方式通知消費者。

第十一條 電子文件之合法授權與責任

雙方應確保所傳送至對方之電子訊息均經合法授權。

雙方於發現有第三人冒用或盜用使用者帳號、密碼、憑證或其他任何未經合法授權之情形，應立即以電話或書面或其他約定方式通知他方停止使用該服務並採取防範之措施。

本保險公司接受通知前，已依前項服務之指示為給付者，得對抗消費者。但本保險公司有故意或過失者不在此限。

第十二條 資料安全

本保險公司對於所保有消費者及其利害關係人之個人資料檔案，應採取適當之安全措施，防止個人資料被竊取、竄改、毀損、滅失或洩露。

本保險公司違反前項規定，致個人資料遭不法蒐集、處理、利用或其他侵害當事人權利者，應負損害賠償責任。但能證明其無故意或過失者，不在此限。

第十三條 資訊保密義務

本保險公司因處理本契約及基於本契約所從事之保險電子交易，所取得之相關資料負有保密義務。除經當事人同意或符合個人資料保護之相關法令規定外，本保險公司不得使用於與本契約無關之目的或對第三人揭露。

第十四條 損害賠償責任

因本契約雙方之故意或過失，就本契約傳送或接收電子訊息，有遲延、遺漏或錯誤之情事；或就本契約所生義務之不履行或遲延履行，而致他方受有損害時，應負賠償責任。

第十五條 紀錄保存

雙方應保存所有保險電子交易訊息（不含查詢類）紀錄，並應確保其真實性及完整性。

本保險公司對前項紀錄之保存，應盡善良管理人之注意義務。

保存期限至少為保險契約有效期限屆滿或通知消費者不同意承保後五年。

第十六條 電子訊息之效力

雙方同意依本契約利用電子簽章或電子文件方式交換之電子訊息，其效力與書面簽署或書面文件相同。

第十七條 消費者終止契約

消費者得隨時通知本保險公司終止本契約。

第十八條 保險公司終止契約

本保險公司欲終止本契約時，須於終止日三十日前以書面通知消費者。但消費者如有下列情事之一者，本保險公司得隨時以書面通知消費者終止本契約：

- 一、消費者未經本保險公司同意，擅自將本契約之權利或義務轉讓第三人。

- 二、消費者受法院破產或重整宣告。
- 三、消費者違反本契約第十二條第一項之規定。
- 四、消費者違反本契約之其他約定，經催告改善或限期請求履行未果。

第十九條 通知處所

消費者或本保險公司就本契約事項對他方為通知者，應向他方所留存本契約之最後地址或電子郵件信箱為之。

第二十條 法令適用

本契約準據法，依中華民國法律。

第二十一條 管轄法院

因本契約涉訟者，雙方同意以消費者住所地地方法院為第一審管轄法院。消費者之住所在中華民國境外時，以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及民事訴訟法第四百三十六條之九小額訴訟管轄法院之適用。

第二十二條 契約修訂

本契約如有未盡事宜，得經本保險公司及消費者協議補充或修正之。

第二十三條 契約分存

本契約壹式貳份，由雙方各執壹份為憑。

ACCEPTANCE OF TERMS

This Web Site is owned and maintained by Insurance Company of North America, Taiwan Branch and/or one or more of its affiliates (the "Owner", "we", "us" or "our") within the Chubb Group of insurance companies (collectively, "Chubb"). Chubb is composed of insurance and reinsurance companies that are licensed or otherwise approved to transact insurance and/or reinsurance business in various countries and jurisdictions around the world. Chubb also includes companies that provide services to the insurance industry and other customers.

This Web Site provides users with access to an online collection of information and materials. These materials may include insurance applications and policy forms and other information related to certain insurance products and services ("Products and Services") offered by providers of insurance and insurance-related services operating within Chubb. The Web Site also contains text, pictures, graphics, logos, button items, images, works of authorship, and other information (collectively, "Content"), and may provide access to certain proprietary software used in connection with navigating and utilizing the functionality offered through this Web Site ("Software").

PLEASE NOTE: Your access to and use of this Web Site (as well as any other web sites owned by Chubb) are subject to the following Terms of Use, as well as all applicable laws and regulations. Please read these terms carefully. If you do not accept and agree to be bound by any of these terms or conditions you are not authorized to access or otherwise use this Web Site or any Content, Services or Software contained on this Web Site. Your access to and use of this Web Site constitute your acceptance of and agreement to abide by each of these terms and conditions set forth below.

These Terms of Use may be changed, modified, supplemented or updated by the Owner from time to time without advance notice. Unless otherwise indicated, any new Products and Services, Content and Software added to this Web Site will also be subject to these Terms of Use effective upon the date of any such addition. You are encouraged to review the Web Site periodically for updates and changes.

The information contained on this Web Site is not for use within any country or jurisdiction or by any persons where such use would constitute a violation of law. If this applies to you, you are not authorized to access or use any of the information on this Web Site.

ACCESS AND CONTENT

Limited License and Site Access – The Owner hereby grants you a limited license to access and make personal use of this Web Site but not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of the Owner. This license does not

include any resale or commercial use of this Web Site or its contents; any collection or use of any product listings, descriptions, or prices; any derivative use of this Web Site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. Neither this Web Site nor any portion of it may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without the express written consent of the Owner. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Owner or its affiliates without their express written consent. You may not use any meta-tags or any other "hidden text" utilizing any of the Chubb names or service marks without the express written consent of their owners. Any unauthorized use terminates the permission or license granted by the Owner.

Availability of Products and Services –

Due to various insurance and other regulatory restrictions, certain Products and Services described on this Web Site are not available to all users. Also, Products and Services may vary by jurisdiction and may not be offered by all of the Chubb companies, nor are all Products and Services available or suitable for all jurisdictions. **EXCEPT AS EXPRESSLY STATED HEREIN, THE INFORMATION CONTAINED ON THIS WEB SITE IS NOT AN OFFER TO SELL OR A SOLICITATION TO BUY ANY SECURITY, INSURANCE PRODUCT, OR OTHER PRODUCT OR SERVICE BY CHUBB. No security, insurance product or other product or service is offered or will be sold by Chubb or, if sold by Chubb, will be effective in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction.**

From time to time, as the context requires, "Chubb" or "Chubb Group" may be used to refer to combined financial results or aggregate activities of the members of Chubb. When so used, those references are not intended to infer that Chubb Limited or any other individual member company of Chubb conducted specific activities, had a particular licensing status in a jurisdiction or generated specific results.

Please contact a designated Chubb representative, your broker or agent to find out which Products and Services are available to you in your jurisdiction.

Safe Harbor Statement – This Web Site may from time to time contain forward-looking statements within the meaning of The Private Securities Litigation Reform Act of 1995 (U.S.). That Act provides a statutory "safe harbor" for forward-looking statements. Any written or oral statements made by or on behalf of Chubb Limited or any of its subsidiaries or operating divisions reflect current views with respect to future events and financial performance. These forward-looking statements are subject to uncertainties and inherent risks that could cause actual results to differ materially from those contained in any forward-looking statement.

Please refer to Chubb Limited's filings with the Securities and Exchange Commission, including the most recent Forms 10-K and 10-Q, and any Forms 8-K since the most recent Form 10-K, for further information on such uncertainties and inherent risks and the "safe harbor" under the Private Securities Litigation Reform Act of 1995.

OWNERSHIP & RESTRICTIONS

Copyright – Except as otherwise expressly stated, all Content and Software appearing on this Web Site are the copyrighted work of Chubb or third party content suppliers and are protected by U.S., Taiwan and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Content and Software is also the exclusive property of Chubb and is protected by U.S., Taiwan and international copyright laws.

You may download information from this Web Site and print out a hard copy for your personal use provided that you keep intact and do not remove or alter any copyright or other notice contained in the information. Except as otherwise expressly stated herein, you may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any Content obtained from this Web Site, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of the Owner and any applicable third party suppliers. The use of Content, including images, by you, or anyone else authorized by you, is prohibited unless specifically permitted by the Owner. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Neither the Owner nor its affiliates warrant or represent that your use of Content, Services, Software or any other materials displayed on this Web Site will not infringe rights of third parties.

Trademarks and Service Marks – Certain trademarks, including "CHUBB", "ESIS" and "Westchester", are the registered service marks of Chubb Limited or one of its subsidiaries. The domain name for this Web Site (www.chubb.com), the Chubb logos, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Chubb. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Web Site are the property of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Web Site without the prior written authorization of the Owner.

Information submitted via this Web Site – With the exception of any personal data or information you submit (which shall be maintained in accordance with our [Chubb Online Privacy Statement](#)), and except as otherwise stated below under "Internet Portals for Chubb Business," any information

you transmit to the Owner via this Web Site, whether by direct entry, submission, electronic mail or otherwise, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary and will become the property of the Owner. Such information may be used for any purpose, including but not limited to reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. The Owner shall be free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Owner via this Web Site or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information. However, nothing in these terms of use is meant to amend or conflict with any provision in a producer agreement relating to a producer's ownership of its customer lists.

Internet Portals for Chubb Business – Chubb may utilize internet portals specifically designed to allow producers to submit information that Chubb will utilize to issue an insurance quote to the producer or the producer's client. By submitting such information, the producer represents that the information is true and correct to the best of the producer's knowledge, information and belief, after performing due diligence. Chubb may utilize the information provided by the producer to develop a quote, estimate or indication, if Chubb decides to do so in its discretion. Chubb may also utilize the information in its normal course of issuing insurance policies and providing related services. Chubb's work product developed from such information, including but not limited to quotes, estimates, applications, binders and policies, is the sole property of Chubb.

Proprietary Software – Any Software accessible through this Web Site is the property of the Owner or its suppliers and is protected by U.S. and Taiwan patent and copyright laws and/or international treaties. Any use of the Software by you other than as required to navigate and to utilize the intended functionality offered through this Web Site is prohibited. You agree not to copy, distribute, publicly display, alter, modify, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code of the Software. Further, you agree not to access the Services or Content by any means other than the interface provided by the Owner through this Web Site for your use in accessing the Content.

The Software provided on this Web Site is owned by or licensed to the Owner, and may contain technology that is subject to strict controls pursuant to export control laws and regulations of the United States of America, Taiwan and other countries and jurisdictions. You shall not copy, transfer or export such software in violation of such applicable export laws and regulations. The Owner does not authorize the downloading or exportation of any software or technical data from this Web Site to any jurisdiction prohibited by such export controls laws and regulations.

Prohibited Use – The following is prohibited: any use or attempted use of this Web Site (i) for any

unlawful, unauthorized, fraudulent or malicious purpose, or (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or (iii) to interfere with any other party's use and enjoyment of the Web Site, or (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means, or (v) to access systems, data or information not intended by the Owner to be made accessible to a user, or (vi) to obtain any materials or information through any means not intentionally made available by the Owner, or (vii) for any use other than the business purpose for which it was intended.

In addition, in connection with your use of the Web Site, you agree you will not:

- a) Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- b) Create a false identity for the purpose of misleading others or impersonate any person or entity, including but not limited to any Chubb representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) Upload or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- d) Upload or introduce files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- e) Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- f) Use the Web Site's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- g) Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- h) Violate any applicable local, state, national or international law;
- i) Upload or transmit any Material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- j) Delete or revise any Material posted by any other person or entity;
- k) Manipulate or otherwise display the Web Site by using framing, mirroring or similar navigational technology or directly link to any portion of the Web Site other than the main homepage, www.chubb.com, in accordance with the limited license and Web Site access outlined above;
- l) Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Product or Service if you are not expressly authorized by such party

to do so; or

(m) Harvest or otherwise collect information about others, including e-mail addresses.

The Owner reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including but not limited to the suspension or termination of the user's access and/or account. The Owner may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the [Chubb Online Privacy Statement](#), the Owner reserves the right at all times to disclose any information as the Owner deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Owner's sole discretion.

SECURITY & CONTROL

Password Accounts, Passwords, and Security – If you have been given the option to open an account on this Web Site which will provide you with access to password protected portions of the site and you elect to do so, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account. You agree to (a) immediately notify the Owner of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. The Owner will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Owner or another party due to someone else using your account or password. You may not use anyone else's account at any time, with or without the permission of the account holder.

Right to Monitor – The Owner neither actively monitors general use of this Web Site under normal circumstances nor exercises editorial control over the content of any third party's web site, electronic mail transmission, news group, or other material created or accessible over or through this Web Site. However, the Owner does reserve the right to monitor such use at any time as it deems appropriate and to remove any materials that, in the Owner's sole discretion, may be illegal, may subject the Owner to liability, may violate these Terms of Use, or are, in the sole discretion of the Owner, inconsistent with the Owner's purpose for this Web Site.

Hyperlinks to Third Party Web sites – This Web Site may contain hyperlinks to other sites owned and operated by parties other than the Owner. Such hyperlinks are provided only for ready reference and ease of use. We do not control such web sites and cannot be held responsible for

their content or accuracy and do not endorse these sites unless we specifically so state. In the event this Web Site provides hyperlinks to other web sites that are not owned, operated or maintained by the Owner or its affiliates, you acknowledge and agree that the Owner is not responsible for and is not liable for the content, products, services or other materials on or available from such web sites. We accept no liability for any information, products, advertisements, content, services or software accessible through these third party web sites or for any action you may take as a result of linking to any such web site. Any such web sites are likely to set forth specific terms of use and privacy policies that you should review. The Owner is under no obligation to maintain any link on this Web Site and may remove a link at any time in its sole discretion for any reason whatsoever. Neither the Owner nor its affiliates shall be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such web site.

No Chubb Editorial Control of Third Party Content; No Statement as to Accuracy – To the extent that any of the Content included in the Web Site is provided by third party content providers, the Owner has no editorial control or responsibility over such Content. Therefore, any opinions, statements, services or other information expressed or made available by third party suppliers on this Web Site are those of such third party suppliers. The Owner does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of the Content displayed on this Web Site or referenced content of service providers will not infringe rights of third parties not owned by or affiliated with Chubb.

Electronic Communications – When you visit this Web Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Modification of Content – The Owner may, at its discretion, modify or discontinue any of the Products and Services, Content or Software, or any portion thereof, with or without notice. Neither the Owner nor its affiliates will be liable to you or any third party for any modification or discontinuance of any of the Products and Services, Content or Software.

Privacy Policy – Our Privacy Policy describes Chubb's collection, use and protection of nonpublic personal information and will help you understand how we secure and treat information that we obtain. We urge you to read our [Chubb Online Privacy Statement](#).

GENERAL PROVISIONS

Disclaimer – Information contained on this Web Site has been prepared by the Owner as a convenience to its users and is not intended to constitute advice or recommendations upon which a user may rely. The Owner has used reasonable efforts in collecting, preparing and providing quality information and material, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the information contained in or linked to this Web Site or any other web site maintained by the Owner.

Nothing herein is meant to state that a quote issued by a Chubb insurer may not be accepted by an insured or by a producer on the insured's behalf. However, estimates, indications, or any other statements that are not clearly identified as bindable quotes may not be accepted. Quotes may be withdrawn or modified at any time prior to the policy inception date, subject to applicable law.

The information and descriptions contained herein are not intended to be complete descriptions of the terms, exclusions and conditions applicable to the Products and Services, but are provided solely for general informational purposes; please refer to the actual policy or the relevant Product or Services agreement for complete terms, exclusions and conditions. Should you purchase a Chubb product from Chubb or a third party, the terms and conditions applicable to that transaction will govern such purchase, and your use of this Web Site does not affect that purchase in any manner.

This Web Site may provide you with planning and educational tools, including calculators. Such tools and calculators may allow you to model "what-if" scenarios, the results of which are illustrative and are based on the information and assumptions identified. There is no guarantee that the results shown are necessarily accurate or will be achieved. In addition, these tools and calculators are not part of any planning report for which you may have paid a fee, even if the tools and calculators include information derived from or contained in a report.

YOUR USE OF THIS WEB SITE IS AT YOUR SOLE RISK. ALL CONTENT AND SOFTWARE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND THE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OWNER MAKES NO WARRANTY THAT THE CONTENT AND SOFTWARE ARE ACCURATE, TIMELY, UNINTERRUPTED, NON-INFRINGEMENT, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

LIMITATION OF LIABILITY – YOU UNDERSTAND AND AGREE THAT THE OWNER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PRODUCTS, USE, DATA OR OTHER

INTANGIBLE LOSSES, EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEB SITE, PRODUCTS AND SERVICES, CONTENT OR SOFTWARE, OR ANY OTHER MATTER RELATED TO THE WEB SITE, PRODUCTS AND SERVICES, CONTENT OR SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEB SITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE OWNER OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEB SITE.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Indemnification – You agree to indemnify, defend and hold harmless the Owner, its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the Web Site or any violation of these Terms of Use. If you cause a technical disruption of the Web Site or the systems transmitting the site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. The Owner reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Owner in the defense of such matter.

This Web Site Contains a Binding Arbitration Provision Which May Be Enforced by the Parties.

Dispute Resolution – Any controversy or claim arising out of or relating to these Terms of Use or use of this Web Site shall be settled by binding arbitration in accordance with arbitration rules of the Chinese Arbitration Association of R.O.C, except that, to the extent you have in any manner violated or threatened to violate Chubb's intellectual property rights, the Owner may seek injunctive or other appropriate relief in any court in Taiwan, and you consent to exclusive jurisdiction and venue in such courts. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Taipei, Taiwan, and the judgment of the arbitrator may be entered and/or enforced in any jurisdiction competent to do so. Either you or the Owner may seek any interim or preliminary relief from a court of Taipei, Taiwan, as may be necessary to protect the rights or property of you or the Owner pending the completion of arbitration. You agree that any action to enforce this arbitration provision will be brought in the courts located in Taipei, Taiwan.

Governing Law; Severability of Provisions – These Terms of Use are governed by the laws of the

Taiwan without regard to any conflicts of law provisions, unless such law cannot be applied in a particular jurisdiction under prevailing applicable law. If any provision is deemed by a court of competent jurisdiction to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

International Users – This Web Site is controlled and operated by the Owner from offices within Taiwan. We make no representation that materials at this Web Site are appropriate or available for use outside Taiwan or that access to the Content from all countries and/or territories is legal. You may not use the Web Site or export the Web Site materials in violation of Taiwan export laws and regulations. If you access this Web Site from locations outside Taiwan, you are responsible for compliance with all applicable laws and regulations.

Owner makes no representation that any information, materials or features/functions included are appropriate for use in any other jurisdiction. This Web Site is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence, citizenship or otherwise) the publication or availability of the Web Site and its content is contradictory to local laws or regulations. Persons with respect to whom such restrictions or prohibitions apply must not access or use this Web Site. By accessing or using this Web Site you do so on your own initiative and are solely responsible for compliance with the applicable local laws and regulations.

Entire Agreement – These Terms of Use, the [Chubb Online Privacy Statement](#), and other policies the Owner may post on this Web Site constitute the entire agreement between the Owner and you in connection with your use of this Web Site and the Content, and Software, and supersedes any prior agreements between the Owner and you regarding use of this Web Site, including prior versions of these Terms of Use. The Owner may update these Terms of Use from time to time by posting revised Terms of Use on this Web Site, without notice to you, and your subsequent use of the Web Site indicates your acceptance of and is governed by those new Terms of Use. These Terms of Use are effective until terminated or updated by the Owner, at any time without notice. In the event of termination, the disclaimers and limitations of liabilities set forth in these Terms of Use will survive. These Terms of Use will be deemed to include all other notices, policies, disclaimers and other terms contained in this Web Site; provided, however, that in the event of a conflict between such other terms and the terms of these Terms of Use, these Terms of Use will control. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Last Updated: August 18, 2021

接受條款

本網站是由美商安達產物保險股份有限公司台灣分公司(以下簡稱「我們」或「安達保險」)擁有及維護,其為安達保險集團(the Chubb Group)保險及再保險公司的成員。安達保險獲行政保險業監督管理委員會授權在台灣經營保險業務。安達保險集團是由保險及再保險公司組成,已取得營業執照或以其他方式獲批准在不同國家進行保險及/或再保險業務。安達保險集團的成員公司亦包括向保險業及其他客戶提供服務的公司。就使用條款而言,「安達」或「安達成員公司」指安達有限公司(Chubb Limited)、其附屬公司及其關係企業公司,上述每家公司均屬於「安達成員公司」。

本網站為用戶提供途徑,在網上取得全面資訊及資料。這些資料包括保險申請表格及保單表格及由安達保險集團提供保險及保險相關服務的成員公司所提供的其他有關保險產品及服務(「產品及服務」)的資訊。本網站亦載有文字、圖片、圖表、標誌、按鈕項目、圖片、授權作品,以及其他內容(統稱為「內容」),而且,亦可提途徑使用某些專有軟體(「軟體」),以用於導航與應用本網站所提供的功能。本網站僅旨在為年滿 20 歲且在台灣居住的用戶而設。

請注意：

您必須遵守此使用條款以及所有適用的法律及法規才可以瀏覽及使用本網站。請仔細閱讀這些條款。如果您不接受並不同意遵守該等任何使用條款,則您無權瀏覽或以其他方式使用本網站或本網站所載的任何內容、產品及服務、軟體或其他任何資訊。您瀏覽及使用本網站構成您接受並同意遵守其載列如下的各項使用條款。這些使用條款可能會由我們不時更改、修改、補充或更新,而無須事先通知。除非另有說明,否則本網站新增的任何新產品及服務、內容及軟體於任何新增的日期起亦將受這些使用條款規限。我們鼓勵您定期瀏覽本網站以知悉最新資訊及變化。

有限許可及瀏覽網站一

我們謹此授予您非專屬有限及個人許可進入本網站及作個人使用,但不可下載(除網頁緩存外)或修改本網站任何部分,惟獲我們書面同意者除外。該授權並不包括任何轉售或商業使用本網站或其內容;任何收集及使用任何產品的清單、說明或價格;任何引伸使用本網站或其內容;或任何使用數據剖析、機器人或類似數據收集及提取工具。本網站或本網站任何部分不得轉載、複印、複製、出售、轉售、瀏覽,或以其他方式利用作任何商業目的,而未經我們發出書面同意。您不得使用框架(framing)或框架技術(framing technique)附上我們或任何安達成員公司的任何商標、標誌或其他產權資訊(包括但不限於圖像、文字、網頁佈局或形式),而未經我們或有關安達成員公司發出明確書面同意。您不得使用任何載有任何安達保險集團的名稱或服務

商標的元標籤或任何其他「隱藏文字」，而未經我們或有關安達成員公司發出書面同意。任何未經授權的使用將終止我們授予您的批准或許可。

產品及服務的可用性—由於不同保險及其他監管限制，本網站所述的某些產品及服務並非所有用戶或所有司法權區的用戶均能取得。儘管我們通過此網站為您打開一道通往安達成員公司所提供的服務的門或閘道，除非文義另有所指，本網站所載有的資訊並不構成銷售或招攬任何證券、保險產品或由安達成員公司提供的其他產品或服務之要約。安達的成員公司並無要約銷售或即將銷售證券、保險產品或其他產品或服務，或是如果安達的成員公司銷售上述證券或產品，則在任何司法管轄權區根據該司法管轄權區的證券、保險或其他法律，該要約、招攬、購買或銷售之要約均必須合法。

請聯絡指定的安達保險業務人員或您的保險經紀人或保險代理人，以決定適合您的產品及服務。關於您是否合資格獲得任何特定產品或服務，我們保留最終的決定權。

本網站可以提供一些有關產品及服務的簡要說明其他有用資訊。安達及其成員公司儘力提供準確資訊。但是，任何此類資料的目的是一般描述產品及服務，並在各方面受到實際保單或其所提述的產品／服務協議的具體條款及條件規限。完整的保單條款可根據要求提供。

著作權—除非文義另有所指，本網站所載的所有內容及軟體均是安達的成員公司或其關係企業或第三方內容供應商的著作權作品，受本地及國際著作權法保護。編製(意指收集、整理及集合)的所有內容及軟體亦是安達的成員公司或其關係企業的專屬財產，受本地及國際著作權法保護。

您可以下載本網站資訊並列印出文件副本供個人使用，惟您須保持完整，不得刪除、掩飾或更改資訊所載的任何著作權或其他智慧財產權通知(包括商標及專利)。除非另有明確規定外，您不得修改、更改、複製、分發(不論是否獲賠償)、傳輸、顯示、執行、轉載、重用、刊發、出版、許可、框架(framing)、下載、儲存供日後使用，創造衍生作品、轉讓或出售從本網站獲得的任何資訊或內容(全部或部分)，包括以任何方式獲得的任何文字、圖片、音頻及視頻，而未經我們或任何適用第三方供應商發出書面同意。不得由您或您授權的任何人士使用內容，包括圖片，除非獲我們特別允許。任何未經授權的使用文字或圖像可能違反著作權法、商標法、隱私權及宣傳法律及適用的法例及法規。我們或其僱員、董事、高級職員或關係企業均並無作出保證或聲明您使用本網站顯示的內容、服務、軟體或其他資料將不會損害第三方的權利。

商標及服務標章—某些商標，包括「INA」、「Chubb Asia Pacific」、「Chubb Insurance」、「Chubb Group」、「ESIS」及「West Chester」，均為安達保險或其他安達成員公司的服務標章。本網站()的網域名稱、安達的標誌、所有頁頭、自定圖形、按鈕圖標均為安達的成員公司或其關係企業的服務標章、商標、標誌及／或商業外觀。在網站內的所有其他商標、服務

標章、商業外觀、產品名稱、公司名稱或標誌，無論註冊與否，是有關我們各自的財產。除遵守所有適用的法律外，您同意您不會使用從本網站獲得的任何此類商標、服務標章、商業外觀或其他標誌，而未經我們發出書面同意。

通過本網站提交資訊的所有權— 除了任何您提交(須按照隱私權政策)的個人資訊符合個人資料保護法定義之「個人資料」資訊外，您通過本網站傳送任何其他資訊予安達保險，不論是否直接輸入、提交、電子郵件或其他方式，包括數據、問題、意見或建議，將被視為非機密及非專有，並屬我們的財產。這些資訊可用於任何目的，包括但不限於轉載、招攬、揭露、傳播、出版、廣播及刊發。安達保險可任意使用您通過本網站或以其他任何方式發出任何通訊予我們所載的任何意見、概念、知識或技術，不論作任何用途，包括但不限於使用這些資訊開發及營銷產品。根據本使用條款，就您通過本網站或以其他方式傳輸給安達保險的任何資訊(除個人資料)，您放棄所有您可能擁有的權利。

專有軟體— 通過本網站取得的任何軟體均是我們或其供應商的財產，並受當地專利及著作權法及國際條約保護。您不得使用該軟體而用途是有別於導航及利用通過本網站提供擬定用途的功能。您同意不複製、分發、公開展示、更改、修改、反譯、分解、逆向工程或其他方式試圖找出軟體的源代碼。此外，當使用服務及內容時，您同意只在通過本網站提供的並為此而設的介面(而非循其他方式)的情況下才會使用有關服務及內容。

本網站所提供的軟體由我們擁有或獲許可使用，並可能包含須受台灣及其他國家及司法權區的出口管制法律及法規嚴格控制的技術。您不得複製、轉讓或出口這些軟體而違反適用的出口法律及法規。我們並無授權從本網站下載或出口任何軟體或技術數據予受出口管制法律及法規禁止的任何司法權區。

連接要求— 您須負責提供及維護任何硬體、軟體、瀏覽及使用本網站所需的通訊連線，而風險、選擇權及費用由您承擔，我們有權在任何時間更改瀏覽本網站連線設定，而不另行通知。

禁止使用— 嚴禁任何使用或擬使用本網站如進行該行為會：(i) 涉及任何非法、未經授權、欺詐或惡意的目的，或 (ii) 可能損壞、超過負荷或損害任何伺服器或連接到任何伺服器的網路或令其失效，或 (iii) 干擾任何其他方使用及享受本網站，或 (iv) 取得未經授權而通過駭客、密碼挖掘或任何其他方式連接至任何其他帳戶、電腦系統或連接到任何伺服器或系統的網路，或 (v) 連接至我們不擬用戶瀏覽的系統、數據或資訊，或 (vi) 嘗試通過我們不擬提供的方式獲取任何資料或資訊，或 (vii) 擬作商業目的以外的任何使用。

此外，您一旦連線使用本網站，您即同意您將不會：

- a) 上載或發送任何消息、資訊、數據、文字、軟體或圖像，或其他內容(「資料」)而屬非法、有害、威脅、辱罵、騷擾、侵權、誹謗、粗俗、情色、中傷、誹謗或以其他方式可予反對，或可能侵犯他人的隱私權或宣傳權：
- b) 建立虛假身份以誤導他人或冒充任何人士或實體，包括但不限於任何安達保險業務人員，或冒用聲明或誤傳為您與某人士或實體的關係：
- c) 上載或傳送根據任何法律或按照合同或信託關係(如保密協議)您沒有權利複製、展示或傳播的任何資料：
- d) 上載檔案載有病毒、木馬程式、破壞程式、定時炸彈、刪除蠅、機器人、損壞的文件，或任何其他類似軟體或程式而可能損害他人電腦或其他財產的運作：
- e) 刪除您上載到任何通訊功能的任何作者權、法律通知或專有名稱或標籤：
- f) 以不利影響其他用戶獲得本網站資源的方式使用本網站的通訊功能(如「過度呼喚」(excessive shouting)、使用全部大寫(use of all caps)，或大量不斷重複張貼文本)：
- g) 上載或傳送任何未經請求的廣告、宣傳資料、「垃圾郵件」、「濫發」、「連鎖信」、「傳銷」或任何其他形式的邀約、商業或其他用途：
- h) 違反任何適用的當地或國際的法律：
- i) 上載或傳送侵犯任何一方的任何專利、商標、服務標章、商業秘密、著作權或其他專有權利的任何資料：
- j) 刪除或修改任何其他人士或實體張貼的任何資料：
- k) 操縱或以其他方式展示本網站而根據上述標題為「有限授權及瀏覽網站」指引使用框架(framing)、鏡像(mirroring)、網站或類似的導航技術或直接連接到網站的任何部分(而非主頁)：或
- l) 註冊、訂閱、嘗試註冊、嘗試訂閱、退訂，或嘗試退訂產品或服務任何一方，倘您沒有明確授權由該方如此行事：或

m) 收取或以其他方式收集有關他人的資訊，包括電郵地址。

我們有權採取其認為適當的一切合法的行動以回應實際或涉嫌違反上述規定之事宜，包括但不限於暫停或終止用戶瀏覽及／或帳戶。我們可與執法機關及／或第三方合作調查任何懷疑或被指控的刑事罪行或民事過失。除隱私權政策明確限制者外，我們有權在任何時候透露我們認為有必要的任何資訊，以符合任何適用法律、法規、法律程序或政府要求，或編輯、拒絕張貼或刪除任何資訊或資訊(全部或部分)，均由我們全權決定。

有權監督—我們在正常情況下並無積極監察本網站的一般使用情況，亦沒有對網站任何第三方的內容、電子郵件傳輸、新聞組，或產生或從網站取得其他資料使用編輯控制權。不過，我們保留權力在任何其認為適當的時間監督使用情況，並在我們全權決定下清除本網站可能是非法，可能產生我們的賠償責任，可能違反使用協議條款，或在我們全權決定下不符合我們的網站的目的之任何資料。

超連結到第三方網站—本網站可能載有超連結連接到由我們以外的各方擁有及經營的其他網站或網頁。這些超連結僅供參考，提供方便及易於使用。我們提供連接至這些網站或網頁，並不構成我們對這些網站或網頁、其我們或其提供方的認可、授權、贊助或附屬。我們並不控制這些網站，並未核實其內容、不會承擔其內容或準確性的責任，除非我們特別說明，否則不會認可這些網站或網頁。如果本網站提供超連結至並非由我們或分支機構在其與我們處於僱傭關係或為我們提供服務期間擁有、經營或維護的其他網站或網頁，則您承認並同意(i)我們就內容、超連結或與本網站連結的第三方網站或網頁的準確性、及時性、繼續可瀏覽性或存在性不會負責，(ii)我們就載於或從網站取得的內容、產品、服務或其他資料概不會負責及不承擔責任。我們就從第三方網站取得的任何資訊、產品、廣告、內容、服務或軟體或因您連結到這些網站而採取任何行動不承擔責任。任何這類網站可能載有具體的使用條款及隱私權政策，您應該細閱。我們沒有義務在本網站維持任何連結，且可以在任何時候全權決定以任何理由消除連結。可下載軟體網站連結僅為方便而提供，我們就與下載軟體有關的任何困難或後果均不會負責及不承擔責任。使用任何下載軟體均受到隨附或與軟體一併提供的許可協議條款(如有)的規限。我們或其關係企業就使用或依賴載於或透過任何網站取得的這類內容、產品、服務或其他資料所產生或聲稱產生的任何損害或損失毋須直接或間接負責或承擔賠償責任。

安達對第三方內容並無編輯控制：並無保證其準確性—倘本網站包括的任何內容是由第三方內容供應商提供，安達保險對其內容並無編輯控制或會承擔責任。因此，任何意見、聲明、服務或第三方供應商在本網站上表達或提供的其他資訊均屬第三方所有。我們並不代表或認可而且不能保證任何意見、聲明或任何第三方提供的其他資訊的準確性、可靠性、及時性、甚至持續可瀏覽性或存在，或表示或保證您使用本網站顯示的內容或引用內容或服務，將不會侵犯安達的成員公司並不擁有或附屬的第三方之權利。

隱私權政策—我們的隱私權政策聲明訂明安達保險收集、使用及保護客戶資訊，將有助於您了解我們如何保障及處理我們獲得的客戶資訊。我們敬請您閱讀我們的隱私權政策聲明。您透過本網站向我們提交的任何此類資訊，將被視為構成您同意我們或其關係企業以符合隱私權政策明訂的方式使用及揭露該資料數據及資訊。如您瀏覽本網站，一些資訊會自動被收集，因為您的 IP 地址需要由伺服器確認。我們可以使用 IP 地址資訊，監測及分析您如何使用本網站的某些部分。

使用 Cookie—Cookie 是當您瀏覽網站時，由網路伺服器可能會在您的電腦存入的資訊。Cookie 常用於網站，以改善用戶使用服務，並沒有發現會傳播電腦病毒或以其他方式損害您的電腦。許多 Cookie 只在載入單一網站或瀏覽後取消。其他 Cookie 亦會有到期日或會保留在您的電腦上，直到您刪除為止。

我們所使用的 Cookie 僅作為某幾項用途，例如，為了方便一節瀏覽的連續性，為了收集使用我們網站的有關資訊，以作研究及其他目的，儲存您對某些種類的資訊及營銷資訊的喜好，或存儲的用戶名稱或加密的識別號碼，故此，如果您再次瀏覽我們網站時，就不必每次提供這些資訊。

我們的 Cookie 只會跟踪您在本網站上的在線活動，並不會追蹤您在其他互聯網站的活動。我們的 Cookie 不會收集個人識別資訊。

您可以決定是否及如何由您的電腦接受 Cookie，您只需在您的瀏覽器調整喜好或選擇。但是，如果您選擇拒絕 Cookie，您可能無法使用某些我們提供的在線產品及服務或網站的功能。

我們可能偶爾會使用其他公司在我們的網站設置 Cookie 及向我們收集 Cookie 資訊。在某些情況下，我們亦可以使用另一家公司為我們的網站經營網路伺服器。我們從這些公司使用 Cookie 所收集的資訊，方式與在上述者一致。

除了我們從 Cookie 收集資訊外，我們亦從收集您在線給我們所提供的資訊。例如，當您使用我們的工具及計算機，或當您提交申請或以其他方式與我們通訊。在某些情況下，我們保留 Cookie 資訊及／或您在線向我們提供的資訊，例如，完成您要求的交易或保持您過去交易的歷史記錄。在其他情況下，例如，當您使用我們的工具及計算機，我們只保留 Cookie 及／或您在線給我們的資訊，但只會在您要求我們如此行事，以方便您使用以後的節數。

修改服務—我們可以全權決定修改或終止任何產品及服務、內容或軟體，或其任何部分，不論是否作出通知。我們或其關係企業就任何修改或終止任何產品及服務、內容或軟體概不向您或任何第三方承擔責任。

免責聲明—本網站所載的資訊均由我們編製，旨在方便用戶，其目的不是構成用戶可能依賴的意見或建議，其目的也不是構成本網站描述的任何產品適合您或對您合適的聲明。我們已合理作出努力務求收集、編製及提供高質素的資訊及資料，但並無保證或擔保有關準確性、完整性或足夠的資訊載於或從本網站或任何我們維護的其他網站取得。用戶依賴本網站所載的資訊，風險概由其自行承擔。

載有的資訊及說明並非作為條款的完整描述、適用於產品及服務除外條款及條件，但只提供一般參考之用，請參考實際保單或有關產品或服務協議的全部條款、免除條款及條件。如果您向安達保險或第三方購買安達保險的產品，應適用該交易的條款及條件（「產品條款及條件」），與您使用網站並無影響。如果「產品條款及條件」與本使用條款有任何不相符之處，應以「產品條款及條件」為準。

本網站為您提供規劃及教育工具，包括計算機。這些工具及計算機可以讓您模擬「假設」情景，其結果是僅供參考，按確定的資訊及假設釐定，沒有任何保證所顯示結果的準確性或將要實現。此外，這些工具及計算機不屬於任何您可能已支付費用的規劃報告之一部分，即使工具及計算機包括由報告產生或載有的資訊。

本網站不時載有前瞻性聲明。任何安達成員公司或其各自經營部門作出或以其名義作出的任何書面或口頭聲明反映有關未來事件及財務表現的現有意見。這些前瞻性聲明涉及不確定因素及潛在風險而可能導致實際結果與任何前瞻性聲明所載者有重大差異。

您使用本網站，風險由您個人承擔。提供的所有內容及軟體是以「現狀」或「現有」基準提供。在適用法律許可的範圍內，我們明確地免除任何保證及條件，不論這些保證及條件是明示的還是隱含的，包括但不限於有關可商售性或對某特定用途的適用性的保證。我們對於內容及軟體是否準確、及時、不間斷、不含病毒或其他將破壞您電腦系統污染性或破壞性特質、不含錯誤、不會導致資訊傳輸的延誤、失敗、忽略或丟失、或任何這類問題會得到更正並未作出任何保證。您須負全責為數據及／或設備作充分保護及備份，並負全責採取合理而適當的預防措施以掃描電腦病毒或其他破壞性特質。

我們不為於本網站使用的任何第三方軟體的準確性、功能或性能作任何聲明或保證。

責任限制

您明白並同意，在適用法律許可的範圍內，我們將不會對您或第三方負責任何直接、間接、偶然、附帶或懲罰性損失，不論損失屬或然與否，包括但不限於失去產品、用途、資訊的損害，或其他無形的損失，即使我們已獲知會有關這些損害的可能性，因您使用、依賴或無法使用本

網站、產品及服務、內容或軟體而產生，因通過網站或購買或訂立交易而令任何損失數據、資訊、產品或服務導致購買替代產品及服務的成本或任何第三方的聲明或行為或任何其他與本網站、產品及服務、內容或軟體有關的事項。您明白並同意您使用本網站的前提是您放棄任何權利直接或參加集體訴訟控告我們或其關係企業因您使用本網站導致的任何損失或損害。本使用條款並無條文限制我們因 (i) 疏忽引起死亡或人身傷害；及 (ii) 欺詐所導致的任何責任。

通知—我們就網站或使用條款向您發出的任何通告將公佈在本網站或以電子郵件或普通郵件寄發。電子通訊

當您瀏覽本網站或發送電子郵件給我們，即您與我們進行電子通訊。您同意接收來自我們的電子通訊。我們透過電子郵件或在本網站張貼告示的方式與您通訊。您同意我們以電子方式為您提供的所有協議、通告、揭露及其他通訊滿足任何有關發表書面通訊的法律要求。

一般條款

全部協議—我們在本網站張貼的使用條款、隱私權政策聲明，以及其他政策的條款構成我們與您之間就使用本網站、內容及軟體達成的整個協議，替代我們與您先前就使用本網站達成的任何協議，包括以前版本的使用協議條款。我們可不時更新本使用條款，在本網站張貼修訂的使用條款，而無需另行通知您，您後續使用本網站表示您接受且受新的使用條款拘束。該使用條款一直有效，直至我們在任何時間終止或更新為止，而不另行通知。如果終止，使用條款中規定的免責聲明及限制仍然有效。使用條款將被視為包括所有其他通知、政策、免責聲明及載於本網站的其他條款，然而，如果其他條款與使用條款之間存有衝突，則以使用條款為準。

向第三方購買的獨立協議—您向本網站代表的任何第三方或金融機構購買任何商品或服務的條款及條件應遵循您與這些物品或服務供應商(包括任何安達成員公司，如適用)之間正式簽署的獨立協議。

用戶的年齡及位置—本網站載有的所有資訊及內容只供年滿 20 歲或以上在台灣居住的人士使用。我們並未對內容、資訊、產品及服務或可於台灣境外使用的軟體作出聲明。如果屬法律不容許，我們將禁止使用該產品及服務、內容及軟體。

本網站載有約束力的仲裁條款而可由各方執行。

爭議解決—凡因此使用條款或與使用條款有關的爭議，爭執或索償，違約、終止或使用條款無效均應通過仲裁解決。仲裁應按照中華民國仲裁法之有效規定進行，但可作下述修改。

指定之仲裁機構為中華民國仲裁協會。

指定之仲裁地點在 中華民國仲裁協會。

[仲裁由中華民國仲裁協會按照使用條款簽訂時有效的中華民國仲裁協會的仲裁規則進行。][1]

仲裁程序所使用的語言為中文。

準據法律；司法管轄權區；地點；條文的可分割性—使用條款受台灣法律規管。如果任何條款被具有司法管轄權區的法院認為不合法或無法強制執行，亦不會影響其餘條款的效力及可強制執行性。本節標題只是為了方便使用，沒有任何效力或作用。

密碼帳戶、密碼及資料安全

如果您可以選擇在本網站開立帳戶，這將會為您提供途徑瀏覽網站的密碼保護部分而您可選擇運用這途徑，您必須在適用的登記表填上最新、完整及準確資訊來完成登記過程，並選擇密碼及用戶名稱。您須完全負責保密您的密碼及帳號，以及您帳戶內發生的任何及所有活動。您同意(a)就您所知立即通知我們任何未經授權使用您帳戶或任何其他違反保安事宜，及(b)在每次完成瀏覽後完全退出您的帳戶。我們就網站安全(包括未經授權的人士具備攔截或瀏覽您通過本服務傳輸的資訊之能力)並未對您作出任何不論是明還是隱含的保證。我們將不承擔因他人使用您的密碼或帳戶而可能會令您招致的任何損失(無論您知悉與否)。然而，您須承擔因他人使用您的帳戶或密碼而令我們或其他方招致的損失。您在任何時候如未經帳戶持有人允許，不得使用其他人的帳戶。

版本差異 — 如本使用條款中、英文兩個版本有任何抵觸或不相符之處，應以英文版本為準。