

公司責任

【注意事項】：於 台端使用「美國運通企業採購卡」以前，請先詳細閱讀本合約所列各條款。如 台端保留或使用該美國運通企業採購卡，將視為 台端同意接受本合約所列各條款，並於使用美國運通企業採購卡時，接受本合約之規範。如 台端不同意本合約之約定，請立即毀棄美國運通企業採購卡。

第一條 名詞定義

在本合約中，各條款所列之「台端」或「企業採購卡會員」係指名列於內附美國運通企業採購卡之自然人；各條款所稱之「本公司」則指台灣美國運通國際股份有限公司；「貴公司」係指名列於美國運通企業採購卡上之組織。「企業採購卡」係指記載 台端姓名之美國運通企業採購卡。「特約商店」係指同意接受企業採購卡之商號或組織。「帳款」係指使用企業採購卡所為之交易行為（無論是否簽屬帳單），以及其他依本合約條款應償付予本公司之一切款項。

第二條 企業採購卡之簽名

為便於辨識及防止冒用，台端同意於收受企業採購卡後及使用前，儘速將 台端姓名簽署於企業採購卡上。

第三條 企業採購卡之使用

台端僅得依照本合約約定並在企業採購卡面載有效日期內使用企業採購卡。企業採購卡僅供台端個人使用。台端不得將企業採購卡或企業採購卡帳號給任何其他人或准許其他人為支出、證明或其他目的使用企業採購卡。若 台端為前述事項，除係經本公司指示，台端應為企業採購卡因此所致之一切支出負責。

台端不得以退還任何以企業採購卡取得之貨物、車票或服務要求退還現金，但若經特約商店同意或其有義務，台端得退還該等商品予特約商店以退還款項於 台端帳戶。

若 台端能預見在收到月結單時，不能完全償付帳款，則 台端不得使用企業採購卡。若 台端認為 貴公司將不給付帳款或不補償 台端所為之任何商務支出，則 台端不得使用本企業採購卡。

第四條 費用支出之責任

台端對於載有 台端姓名之企業採購卡所應負之責任，將視本企業採購卡所適用之專案而定，不同專案之責任，如下表所示：

責任專案係…	台端應給付本公司之責任為…	貴公司應給付本公司之責任為…
公司責任	不須負責任何費用支出	所有費用支出

在台端或 貴公司收到本公司之月結單時，即為費用支出之清償期屆至。

第五條 違約金

若本公司未在次月月結單寄發日前，收到任何前月月結單帳款項之全額清償，本公司將對所有月結單之新帳款，收取違約金。違約金將以每月利率百分之三點二五（3.25%）或新台幣參佰元，以較高者計收。

第六條 企業採購卡之遺失、被竊或冒用

如企業採購卡經遺失或被竊，或未收到更新後之企業採購卡，或 台端懷疑企業採購卡遭他人冒用，台端應立即通知本公司。在本公司收到通知後，台端不必為任何未經授權所為之帳款負責，且在任何情形下，台端因此所需負之最大責任，為新台幣壹仟元。唯台端或 貴公司必須未涉及或受益於該企業採購卡之冒用。

第七條 支付帳單地址

如 貴公司之名稱或收到帳單之地址有所變更，貴公司應立即通知本公司；如本公司係將帳單直接寄交 台端，則 台端於 台端姓名或收受帳單之地址有變更時，應立即通知本公司。若 台端之收受帳單地址位於國外，且 台端亦於該地收受企業採購卡，則本公司得收取額外年費。

第八條 稅金與關稅

台端必須給付任何政府稅、關稅或任何與企業採購卡相關法律所強制之費用支出，或 台端之使用支出或任何其他自 台端帳戶扣除或記入之帳款。除法律禁止外，本公司得自 台端帳戶扣除上述全額款項或合理之部分款項（由本公司決定），且本公司亦得於事前預先扣除該項支出。

第九條 執行費用

台端同意清償本公司所有為向 台端追償逾期帳款所支出之一切合理費用，包括合理之律師費用在內。

第十條 外幣帳款

當 台端以新台幣以外之貨幣為交易，該交易帳款將折算為新台幣結付之。折算新台幣之結匯日係美國運通處理相關交易帳款之日，視交易帳款提交予美國運通之日期而定，其與 台端為相關交易之日期可能不同。倘交易之貨幣非為美元時，則相關結匯將以折算為美元之方式為之，即先將交易款項折算為美元，再將經折算之美元金額折算為新台幣金額。倘交易之貨幣為美元時，則該交易帳款將直接折算為新台幣金額。

除依相關法令應適用特定匯率外，台端瞭解並同意美國運通財務系統將按相關結匯日之前一營業日，其就通常報價來源所選擇之銀行同業往來匯率為折算匯率，並依折算金額加計百分之二之手續費（僅為單次加計）。倘交易帳款已由第三人向美國運通請款前自行折算為相關貨幣時，則採該第三人折算之匯率。

台端授權本公司為其在中華民國境內之結匯代理人，辦理企業採購卡在國外使用企業採購卡交易之結匯手續，但 台端應支付之外幣結匯金額超過法定限額者，台端應以外幣交付該超過法定限額之款項。

第十一條 付款方式

貴公司必須以本公司帳單上記載之資幣給付本公司。若本公司決定接受遲延或部分清償，或接受視為全部清償之款項或為和解所支付之款項，本公司並不因此喪失依

www.americanexpress.com.tw

台灣美國運通國際股份有限公司

®美國運通公司註冊商標

本合約條款或法律上規定之任何權利，且不因此表示本公司同意變更本合約之任何約定。本公司得選擇將 台端部份付款之款項用以抵付任何 台端積欠之帳款。

第十二條 未兌現之付款

如 台端自己所交付或他人為 台端所交付予本公司之支票、或其他付款票據，嗣後未經全部兌現者，除法律上明文禁止外，台端或 貴公司同意將未兌現之金額附加本公司合理之追償帳款費用償付予本公司。若 台端之帳戶係採直接扣款方式給付，對 台端之銀行未全額給付亦適用前述規定。

第十三條 帳單或消費之疑義

台端對 台端月結單應負確認正確無誤之責。如 台端對帳款有任何疑問，請立即與本公司連絡。本公司將竭誠為 台端解決疑問。若特約商店對帳款給予除貨時，本公司將於收到通知時，自 台端帳戶中抵充該款項。若本公司同意對於有爭議之帳款給予 台端暫時之除貨時，台端必須清償本公司所有其他帳款；除法律另有規定外，本公司不為使用企業採購卡所購買之商品或服務，或就任一特約商拒絕接受 台端使用之企業採購卡負任何責任。台端應直接向該有關之特約商店提出請求或執疑。台端不得以該項請求或質疑為由，扣留應清償本公司之帳款。

第十四條 企業採購卡之更新

本公司將於現有企業採購卡有效期間屆滿時，換發新的企業採購卡予 台端；台端同意於本公司寄交帳單予 台端時，繳付企業採購卡年費（如須繳交時）直到 台端通知本公司停止寄送換發之企業採購卡並將現有之企業採購卡毀棄。

第十五條 外匯管制、稅捐與法律規定

台端應遵守任何有關外匯管制、稅捐，以及其他有關企業採購卡使用之法律規定。

第十六條 隱私查詢通知及同意

台端授權本公司與 台端之雇主、銀行、信用評等機構、徵信單位或任何其他訊息來源接洽，並取得、交換及揭露任何本公司為管理 台端帳戶所需之資訊。台端授權本公司將 台端提供予本公司之資料及其他本公司收集有關 台端之資料查核目的或製作更多資料而作比較。本公司得使用該比較之結果採取任何行為包括可能影響 台端利益之行為，例如拒絕使用企業採購卡之權利，或撤銷企業採購卡。

台端授權本公司得揭露有關 台端帳戶之機密予 (i) 本公司聘用之聲譽卓著之第三者，其提供本公司有關客戶帳戶之管理及行銷之行政服務 (ii) 美國運通關係企業中之其他公司或全球經其授權之人；及 (iii) 任何姓名或商標列於企業採購卡上之第三者。該等機密資料之轉移，對確保企業採購卡之國際接受度及有效提供會員服務，係有必要的。台端授權本公司為行銷之目的使用與 台端帳戶相關之資訊，包括與特定之商業合夥人或美國運通關係企業集團之其他公司交換有關財務之訊息。

台端得於任何時間要求使用本公司持有與 台端帳戶有關之資訊，並為更新及更正該等資訊。

第十七條 授權及暫停使用

本公司得未經通知，或不具理由拒絕 台端使用企業採購卡消費之權利，且本公司不為 台端或任何其他因該拒絕授權使用所遭受之損害負責。本公司得不具理由或未通知暫停 台端使用企業採購卡之權利。在暫停使用之後，本公司得依本公司決定之條件恢復 台端使用企業採購卡。

第十八條 取消

台端或 貴公司得於任何時間取消企業採購卡。台端之取消行為將自 台端或 貴公司以書面通知本公司且本公司確已收到時生效。台端於取消時必須立即毀棄企業採購卡。在毀棄企業採購卡前 台端仍須為所有因此所生之支出費用負責。企業採購卡亦將於台端終止與 貴公司之僱傭關係時立即取消。

企業採購卡之所有權仍歸本公司所有，且本公司得不具理由且未經通知，隨時取消行使企業採購卡之權利。若本公司不具理由而取消企業採購卡，本公司同意將部份年費退還予 台端（如仍有剩餘）。本公司得通知特約商店有關取消企業採購卡之情形。若企業採購卡被取消或逾期，台端不得再為任何目的使用本企業採購卡且 台端必須立即毀棄該企業採購卡。台端必須將毀棄之企業採購卡交付予特約商店（如美國運通特約商店之授權代理商為此服務）或任何本公司指定之第三人。

第十九條 本公司之責任

在法律許可範圍內，台端同意若本公司未能履行有關 台端企業採購卡帳戶或使用企業採購卡之義務時，直接導致 台端遭受損失或費用支出，本公司將僅對此直接之損失或費用支出負責補償。特別是，本公司不為結果性損失或任何其他非直接及本質上之損失或損害，包括起因於特別環境下所造成之損失或損害負責，不論任何情形，本公司將不為由任何第三人所致之損失或費用支出（舉例而言）其係起因於機械或系統故障以致影響該第三人之權益。

第二十條 合約條款之變更

本公司得隨時變更本合約所載之條款。唯，必須以書面於六十日前或依法律規定須以更長期間通知 台端。如 台端於收受通之後仍保有或使用企業採購卡，即視為 台端已同意該項變更。如 台端不同意合約變更之內容，台端應立即通知本公司取消企業採購卡並將其毀棄。本公司應將退還 台端部份已支付之年費（如仍有剩餘）。在企業採購卡毀棄前，因該企業採購卡所生之所有帳款，台端仍應負責之責任。

第二十一條 一般規定

- 本公司依本合約條款所寄發予 台端之任何帳款月結單或通知，均於本公司寄出七日後視為已送達 台端，除非 台端事實上已於七日內收到。
- 任一經本公司職員簽署記載 台端依本合約積欠本公司款項之單據，均為該款項之證明。任何依 台端在本公司開立帳戶相關之文件所製作之縮影影片備份或本公司自特約商店之授權未機或自 台端處以電子方式收取之資料，均將准計為任何目的為該文件內容之證明。
- 本公司得隨時不須經 台端同意轉讓本合約下之權利義務。
- 除非本公司以書面同意，任何本約定之拋棄或修改均為無效。
- 本約定之準據法為中華民國法律。

American Express® Corporate Purchasing Card Conditions

Full Corporate Liability

IMPORTANT Before you use the enclosed American Express® Corporate Purchasing Card, please read these Conditions thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not accept these Conditions, please destroy the Card immediately.

1. DEFINITIONS

In these Conditions, the words "you", "your" and "Corporate Purchasing Cardmember" mean the individual named on the enclosed Card. The words "we", "our" and "us" mean American Express International (Taiwan), Inc. "Company" means the organization whose name also appears on the Card. "Card" means the American Express Corporate Purchasing Card bearing your name. "Merchant" means a business or organization which accepts the Card. "Charge" means a transaction made with the Card, whether or not a Record of Charge is signed, and all other amounts payable under these Conditions.

2. YOU MUST SIGN THE CARD

For identification and to prevent misuse, you must sign the Card as soon as you receive it and before you use it.

3. USE OF THE CARD

You may only use the Card in accordance with these Conditions and within the validity dates on its face. The Card is for your use only. You must not give the Card or your Card account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, except on our instructions, you will be liable for all Charges incurred on the Card as a result.

You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to your account, if that Merchant agrees or is obliged to do so.

You must not use the Card if you do not honestly expect to be able to pay your account in full on receipt of your monthly statement. You must not use the Card if you believe that the Company may be unable to pay its debts or that it may not be in a position to reimburse you for any business expenses.

4. LIABILITY FOR CHARGES

Your liability for Charges made with the Card bearing your name depends on the liability program which applies to that Card. Details of your liability program are set out in this table:

Program liability...	You are liable to pay us for ...	The Company is liable for...
Full Corporate Liability	No Charges	All Charges

Payment of Charges is due upon receipt of our monthly statement by you or the Company.

5. LIQUIDATED DAMAGES

You agree that we are entitled to charge you liquidated damages of 3.25% or NT\$300, whichever is higher, on any Charge appearing in a monthly statement for which we have not received full payment by the date of the next statement. The liquidated damages will appear as a Charge in that next statement.

6. LOST, STOLEN OR MISUSED CARD

You must notify us at once if the Card is lost or stolen or if a renewal Card has not been received or if you suspect that the Card is being used by someone else. You will not be liable for any unauthorized Charges made after we receive notice, and in any case your maximum liability for unauthorized Charges shall be NT\$1,000 provided that you or the Company have not been involved in or benefited from misuse of the Card.

7. BILLING ADDRESS

You must notify us immediately if the Company's name or billing address changes. If we send statements directly to you, you must notify us immediately of any changes in your name or billing address. We may charge an additional annual account fee for billing addresses outside the country in which the Card was issued to you.

8. TAXES AND DUTIES

You must pay any government tax, duty or other charge imposed by law in respect of the Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

9. ENFORCEMENT EXPENSES

You will pay us our reasonable costs in recovering or attempting to recover overdue amounts from you, including reasonable legal fees.

10. CHARGES MADE IN FOREIGN COUNTRIES

If you make a Charge in a currency other than New Taiwan dollars, it will be converted into New Taiwan dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge, as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into New Taiwan dollars. If the Charge is in U.S. dollars, it will be converted directly into New Taiwan dollars.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 2%. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them.

You hereby appoint American Express as your agent in the R.O.C. to handle the application for/report of foreign exchange conversions in regard to your consumption on the Card while aboard. However, if the consumption on the Card in foreign currency exceeds your then available foreign exchange conversion allowance, you will pay the excess in foreign currency.

11. PAYMENTS

Your Company must always pay us in the currency in which we bill you. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law; and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose.

www.americanexpress.com.tw
American Express International (Taiwan) Inc.
®Registered Trademark of American Express Company.

12. DISHONORED PAYMENTS

If payment instrument from or for you is not honored in full, you or your company agree to pay us the dishonored amount plus our reasonable collection costs and legal fees, except as prohibited by law. If your account is paid by direct debit, the same applies to any debit we give to your Bank which is not paid in full.

13. PROBLEMS WITH BILLS OR PURCHASES

You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us at once. We will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will take reasonable steps to assist you. If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If we agree to give you a temporary credit for a disputed amount, you must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.

14. RENEWAL CARDS

We shall issue you with a renewal Card when the current Card expires. You agree to pay the annual Card fee (if any) when we bill you, until you tell us to stop and destroy the Card.

15. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

You must comply with exchange control, tax and any other laws which apply to your use of the Card.

16. PRIVACY ORDINANCE NOTICE AND CONSENT

You authorize us to contact your employers, banks, credit reporting agencies, credit bureaus or any other information sources and to obtain, exchange and disclose any information we may require to operate your account. You authorize us to compare information provided by you with other information collected about you for checking purposes or to produce more data. We may use the results of such comparisons for the purposes of taking any action including actions which may be adverse to your interests, for example denying authorization for use of the Card or cancelling the Card.

You authorize us to disclose information about your account confidentially to (i) reputable third parties employed by us to provide us with administrative services in connection with the operation of customer accounts and marketing of account services; (ii) other companies in the American Express group or its licensees worldwide; and (iii) to any third party whose name or logo appears on the Card. Such transfers are necessary to ensure international acceptability and efficient provision of Cardmember services. You authorize us to use information provided in connection with your account for marketing purposes, including the exchange of non-financial information with selected business partners or other companies in the American Express group of companies.

You are entitled at any time to request access to information held by us about your account and to update and correct such information.

17. AUTHORIZATION & SUSPENSION

We have the right to refuse authorization for any Charge without cause or prior notice, and we shall not be liable to you or anyone else for any loss or damage resulting from a refusal. We have the right to suspend your right to use the Card with or without cause and without notice. After suspension, we right to use the Card with or without cause and without notice. After suspension, we may, at our discretion, restore your use of the Card on conditions determined by us.

18. CANCELLATION

You or the Company may cancel the Card at any time. Your cancellation will not be effective until you or the Company notify us in writing and we acknowledge receipt. On cancellation, you must destroy the Card immediately. You will remain liable for all Charges incurred before the Card is destroyed. The Card will be cancelled as soon as you stop being employed by the Company.

The Card remains our property and we can cancel your right to use it at any time, with or without cause and without notice. If we cancel the Card without cause we will refund a portion of the annual fee (if any). We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once. You must hand it over to any Merchant which so requests or to any third party we nominate.

19. OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card Account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular, we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) those resulting from mechanical or systems failure affecting such third parties.

20. CHANGING THESE TERMS AND CONDITIONS

We have the right to change these Conditions at any time by giving you 60 days notice, or any longer period required by law. By keeping or using the Card after notification, you agree to the change. If you do not accept any change to these Conditions, you must cancel the Card by notifying us immediately and destroying it. We will then refund a portion of the annual fee (if any). You will still be liable for all Charges incurred before the Card is destroyed.

21. GENERAL

- a) You will be deemed to have received any billing statement or notice we give you under these Conditions seven (7) days after we send it, unless you actually receive it earlier.
- b) A certificate signed by one of our officers stating the amount you owe us under these Conditions is proof of such amount. A copy of a microfilm of any document relating to your account with us or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you, shall be admissible to prove the contents of that document for any purpose.
- c) We may assign this Agreement at any time without your consent.
- d) No waiver or amendment of these Conditions is valid unless we have agreed to it in writing.
- e) The laws of Taiwan, R.O.C. govern these condition.

