

AMERICAN EXPRESS

Corporate Card Cardmember Agreement
Sole Liability

Taiwan

美國運通

企業卡會員總約定條款

完全責任

台灣

American Express® Corporate Card (Sole Liability) Cardmember Agreement

(The Cardmember is entitled to a seven-day review period commencing from the date of receipt of this Agreement)

The Cardmember has applied to American Express International (Taiwan), Inc. (hereinafter referred to as “Amex”) for the issuance of an American Express® Corporate Card (hereinafter collectively referred to as “Corporate Card”). The Cardmember agrees to observe the terms and conditions set forth below.

Article 1 Definitions

The terms referred to in this Agreement are defined as follows:

“Company” means the company or organization which has applied to Amex for a Corporate Card Account, and in whose name the Corporate Card Account is opened.

“Cardmember” means the person(s) designated by Company to hold and use the Corporate Card approved and issued by Amex, and whose name appears on the Corporate Card.

“Corporate Card Account” means the American Express® Corporate Card Account which the Company has requested Amex to establish and

operate in its name, and on which Amex will issue Corporate Cards bearing the Company and the Cardmember's name.

"Co-brand Partner" means any organization whose name, logo or trademark appears on your application for the Corporate Card or on the Corporate Card issued to you.

"Account Limit" means a limit applicable to the Corporate Card Account or specifically to a Corporate Card, which may take the form of a monetary limit and/or a restriction on the Merchant industries where the Corporate Card may be used.

"Acquirer" means an entity authorized by Amex to enter into agreements with Merchants, and which, upon Merchants' billing submission of Cardmember transactions, advances payment of Cardmember transactions to Merchants.

"Merchant" means an entity which has entered a written agreement with an Acquirer and accepts the Corporate Card for transactions according to such agreement. Except as otherwise agreed, Merchants includes institutions which engage in the business of providing Amex cash withdrawal service.

"Charges" means, unless otherwise agreed herein, the aggregate amount of the current and past unpaid balances due from all Corporate Card purchases, cash withdrawals, service fee, annual fee, cash withdrawal fees, liquidated

damages, and other fees and charges incurred by the Cardmember.

"Posting Date" means the date on which Amex pays the Acquirers or Merchants on Cardmember's behalf for purchases made or assumes Cardmember's obligations, and posts the amount to Cardmember's account.

"Date of conversion" means the date defined in Article 14.

"Closing Date" means the last day of each billing cycle for which Amex calculates the Charges owing. Charges posted after the Closing Date will be included in the next billing cycle.

"Due Date" means with respect to each period, the date on which Charges incurred during such period are due.

Article 2 Application

1. The Cardmember represents and warrants that he/she is a person designated by the Company to hold and use a Corporate Card and that he/she is applying for the Corporate Card under the Corporate Card Account. Unless the Company agrees otherwise, the Cardmember agrees to use the Corporate Card for bona fide business expenses which are in accordance with the Company's business expense policies.
2. The Cardmember shall accurately and truthfully complete and provide

the Cardmember's personal, financial, and other relevant information on the application form, and shall furnish authentic and accurate information or supporting documents upon Amex's request.

3. The Cardmember shall promptly inform Amex of any changes in information previously provided to and possessed by Amex. Amex has the right to inquire into Cardmember's credit status (including but not limited to the Cardmember's monthly/annual income, credit limit, and debts with all financial institutions) at any time through the Joint Credit Information Center ("JCIC"), any public methods, or any other methods agreed to by the Cardmember.

Article 3 Privacy & Collection, Use, Computerized Processing and International Transmission of Personal Data

1. The Cardmember agrees that Amex, the Company, parent company, and subsidiaries and affiliates of the Company, its correspondent financial institutions, JCIC, the Taiwan Clearing House ("TCH"), and the National Credit Card Center of the R.O.C. ("NCCC") may, in accordance with the law, collect, process via computers, transmit internationally and use the

Cardmember's personal data. Without the Cardmember's express consent, Amex may not provide the Cardmember's personal data for use by any third party other than the aforementioned organizations. The Cardmember further authorizes Amex to determine whether or not the specific purposes permitted under the Personal Data Protection Law for collection, processing by computer, international transmission, and use of Cardmember personal information exist.

2. The Cardmember authorizes Amex to collect, process, use and transmit internationally Cardmember personal data, and also to transfer such data to specific third parties, for authorized purposes in the scope of its business. Cardmember personal data means data provided to Amex by Cardmember, or lawfully obtained by Amex about the Cardmember, and includes the name, birth date, ID number, telephone number, address, card number, card validity period, details of charges by the Cardmember, and the Cardmember's financial and credit information. "Third parties" means Amex's parent company, subsidiaries, and other local or overseas affiliates (the "Amex Group"), any service providers engaged by them, as well as third party business partners of Amex,

including Co-brand Partners. "Authorized purposes" means: any purpose within the scope of its business, including but not limited to internal credit assessment, control, audit, management and other similar purposes, or to process and use such information for business development, engage in transactions with the Cardmember, obtain and exchange credit information, or to calculate, verify, provide, record and determine eligibility for benefits, or to offer products, services, and gifts to the Cardmember. "In the scope of its business" means the approved businesses and other lawful businesses of Amex. If the Cardmember does not consent to being included in the list of Cardmembers for which product and service referrals will be carried out, the Cardmember may notify Amex of his/her nonconsent in writing at any time. Amex will remove the Cardmember's personal data from the list within thirty (30) days after the receipt of such written notice.

3. The Cardmember understands and agrees that Cardmember data, including but not limited to data relating to fees and Charges incurred by the Cardmember on the Corporate Card Account, will be provided by Amex to the Company, parent company, and subsidiaries and affiliates of the Company in the

scope of its authorized purposes.

4. The Cardmember understands and agrees that Cardmember data, including but not limited to data relating to fees and Charges incurred by the Cardmember on the Corporate Card Account, will be provided by Amex to the Company.

Article 4 Credit Limit

The Cardmember understands that the Corporate Card is a charge card without a pre-set credit limit. However, the Cardmember acknowledges and agrees that the Corporate Card may be subject to an Account Limit, and the Cardmember shall not incur Charges exceeding and/or outside the Account Limit. If the Cardmember has any queries regarding the Account Limit, the Cardmember shall contact the Company for information. For the avoidance of doubt, the Cardmember's payment liability for all Charges incurred in excess of the Account Limit shall also be subject to Article 12(1) herein. Amex reserves the right to approve or deny any Corporate Card transaction for any reason, including but not limited to Amex's analysis of Cardmember's repayment record, transaction record, or other credit information.

Article 5 Use of the Card

1. The Corporate Card is the property of Amex. The Cardmember shall keep

and use the Corporate Card properly and with care. The Cardmember is permitted to use the Corporate Card before the expiry date shown on the face of the Corporate Card. The Corporate Card is for the Cardmember's sole use, and the Cardmember shall not allow any third party to use the Corporate Card for any purpose.

2. The Cardmember shall keep confidential the method of verifying Cardmember's identity and may not reveal it to any third party.
3. The Cardmember shall not, by use of the Corporate Card or by any other means, effect false transactions or collude with Merchants or any third party to commit fraud, or to obtain money or other benefits.
4. If the Cardmember uses the Corporate Card to purchase items with high liquidity, make purchases at Merchants' that are on JCIC's watch list, pay for internet gambling, engage in other illegal transactions, or carries out transactions at extraordinary hours, locations, or involving extraordinary items causing Amex to have grounds to suspect that the transaction is false, or that there may be collusion and fraud, Amex, in consideration of risk and fraud prevention, reserves the right to decline or authorize such transaction, or restrict or decline the use of the Corporate Card

by Cardmember for the aforesaid transactions. Amex shall not be liable for any loss or damage incurred by Cardmember or any third party resulting from its decision to decline authorization of any transactions.

5. The Cardmember authorizes the Company's Corporate Card Program Administrator, or such other officer of the Company as may have authority to act on its behalf ("Authorized Person"), to act as his/her service agent to receive all notices relating to this Agreement. It is the responsibility of the Authorized Person to inform the Cardmember of the contents of any notice, obtain the Cardmember's consent or instructions where required, and respond to Amex on his/her behalf. Amex is entitled to rely on directions, consents and information received from the Authorized Person as directions, consents and information received from the Cardmember.

Article 6 Annual Fee and Service Fee

1. Unless the annual fee is otherwise waived or reduced by Amex or the annual fee is paid by the Company on behalf of the Cardmember, the Cardmember shall pay the annual fee within the period stipulated by Amex after receipt of Corporate Card (please refer to the application form for details

of the annual fee) and may not request a refund of the annual fee unless expressly permitted as set out herein.

2. For reasons not attributable to the Cardmember, and which result in the termination of this Agreement or the suspension of the Cardmember's Corporate Card privileges for more than one month, the Cardmember may request a partial refund of the annual fee based on the actual number of months during which the card is valid for use (a partial month is not counted as one month).

3. If, according to Cardmember's application form, a service fee is required, the Cardmember shall pay the service fee by the Due Date indicated on the first payment notice sent to Cardmember (i.e. the monthly statement of account). Unless this Agreement is cancelled according to the preceding paragraph or Cardmember terminates this Agreement pursuant to Article 19, the Cardmember may not request a refund of the service fee in whole or in part on the grounds of termination of this Agreement or the suspension of Cardmember's Corporate Card privileges.

4. For the avoidance of doubt, the Cardmember may rely on the terms of this Agreement to request for the refund of annual fee or service fee

only when the Cardmember has personally paid the annual fee or service fee.

Article 7 General and Special Transactions

1. Upon receipt of the Corporate Card, the Cardmember shall promptly sign on the back of the Corporate Card and safely keep the Corporate Card so as to reduce the risk of unauthorized use by a third party.

2. When the Cardmember uses the Corporate Card, the Cardmember should present the card to the Merchant, and after the Merchant has swiped the card, verify the charge, sign on the charge slip, and keep the charge slip receipt for verification purposes. The Cardmember's signature should match the specimen signature indicated on the Corporate Card.

3. When a Merchant agrees to let the Cardmember return purchased goods, cancel a transaction, terminate service, exchange goods or modify the prices of goods purchased for a charged transaction, Cardmember shall request for a refund slip from the Merchant, sign on the refund slip after verifying the information thereon, and keep the refund slip for verification purposes. However, if the Cardmember and Merchant mutually agree, the

Merchant may sign the refund slip and the Cardmember shall retain the refund slip or other documents as proof of refund.

4. A Merchant may refuse to honor the Corporate Card presented by the Cardmember in any of the following circumstances:

(1) The Corporate Card is forged, altered, torn, cracked, chipped, hole-punched, or the signature on the card is illegible or has been altered.

(2) The Corporate Card has expired, or has been reported lost according to Article 15, Paragraph 1 herein, or this Agreement is cancelled or terminated.

(3) Amex has suspended or cancelled the Cardmember's Corporate Card privileges.

(4) The Cardmember's signature on the charge slip does not match the signature on the Corporate Card, or the person presenting the card appears in any other manner not to be the genuine Cardmember.

(5) Amex declines or refuses to authorize specific charges by Cardmember pursuant to Article 4 and/or Article 5, Paragraph 4 herein.

5. Under the circumstances described in Subparagraph 1, 2, or 4 of the preceding paragraph, a Merchant

may refuse to return Corporate Card to Cardmember.

6. If a Merchant or a cash withdrawal service provider refuses to accept the Corporate Card for reasons other than those provided under Paragraph 4 hereof, or raises the price of goods or services due to the use of the Corporate Card, the Cardmember may lodge a complaint with Amex. After receipt of such complaint, Amex shall, itself or through the Acquirer investigate, and notify the Cardmember of the result of such investigation. Unless Amex has committed intentional misconduct or has been grossly negligent in connection therewith, Amex shall not be held liable to the Cardmember for the Cardmember's loss or damages arising from the Merchant's or the cash withdrawal service provider's above-mentioned acts.

7. With respect to mail-order, phone-in, fax-in, cash withdrawal at ATM, or other transactions on the Corporate Card incurred without the Cardmember's signature, Amex may identify the Cardmember and verify the transaction through the Cardmember's ID number, telephone confirmation, signature on the relevant receipt or evidence of mail delivery, in lieu of a signed charge slip.

Article 8 Cash Withdrawal

1. Subject always to the Company's approval, after the Cardmember completes the "Express Cash withdrawal" service application and the application is approved by Amex, the Cardmember may use the Corporate Card to withdraw cash. Amex only provides cash withdrawal service outside the territory of Republic of China. Each time the Cardmember uses the Corporate Card to make a cash withdrawal, Cardmember shall pay a service fee amounting to 1% of the cash withdrawn or NT\$50, whichever is higher. (See "American Express Express Cash Terms and Conditions" for other rules of cash withdrawal).
2. The Cardmember shall not use the Corporate Card to obtain, directly or indirectly, financing from any cash withdrawal service provider or third party that has not been approved by the competent authority or is not commissioned by Amex to engage in such business.
3. The Cardmember may activate or terminate the cash withdrawal service at any time after receiving Amex's approval.

Article 9 Withholding Payment

1. The Cardmember understands that Amex is not the provider or operator

of the products or services Cardmember purchases. When there is a dispute between Cardmember and Merchants over the quality, quantity, or dollar amount of the product, ticket or service purchased, or when there is a dispute between Cardmember and an approved cash withdrawal service provider over the dollar amount received, the Cardmember must settle the dispute with the Merchant or cash withdrawal service provider. The Cardmember may not refuse to pay Amex for Charges due on the basis of dispute with the Merchant or cash withdrawal service provider.

2. In the event that any of the following extraordinary circumstances set out by the American Express International Card Organization in its operational rules occurs during the Cardmember's use of Corporate Card, such as, the pre-ordered product was not delivered by the Merchant or the quantity did not match, the service ordered was not provided, or no money was received in a cash withdrawal transaction via ATM or the amount of cash obtained was incorrect, the Cardmember shall first seek resolution with the Merchant or the cash withdrawal service provider. If the dispute cannot be settled, the Cardmember may, before the Due Date, submit relevant supporting

documents as required by Amex, and request that Amex handle the disputed transaction according to the procedure for handling disputed purchases provided in Article 11 herein without being restricted by the provision in the preceding paragraph.

3. The provisions in the preceding paragraph shall also apply to mail order or direct sale transactions where the Cardmember cancels the purchase with the Merchant in accordance with Article 19 of the Consumer Protection Law.

Article 10 Statement of Account and Other Notices

1. Without prejudice to Article 5, Paragraph 5, if there is an outstanding balance on the Cardmember's account before the Closing Date, Amex shall send a statement of account and payment notice (i.e. monthly statement of account or billing statement), via electronic documents, or any other proper means periodically to the Cardmember at the mailing addresses provided by Cardmember on the application form, unless the Cardmember has delayed the payment and the debt collection process has already begun. If the Cardmember does not receive the statement of account at least seven

(7) days before the Due Date, the Cardmember may promptly notify Amex, and may request Amex to resend the statement of account by registered mail, prompt delivery mail, regular mail, fax, electronic documents or any other proper means. The costs thereof shall be borne by Amex. If the Cardmember does not make an inquiry with Amex or request Amex to resend the statement of account, the Cardmember may not request for an extension of the Due Date on the basis of not receiving the statement of account in time.

2. If Cardmember fails to notify Amex of any changes in his/her mailing address or other contact information as provided on the application form, Amex will send all correspondence to the last known mailing address or the mailing address shown on the application form.
3. Without prejudice to Article 5, Paragraph 5, when Amex sends business-related documents or other notices to Cardmember, such documents or notices are deemed legally served within normal delivery time after they have been sent by mail to the last known mailing address or the mailing address shown on the application form.
4. Any written notices that are required by law or this Agreement to be sent

- to Amex shall be sent to Amex's principal place of business in Taipei.
5. Amex shall provide Cardmembers with monthly statements of account or other notices in writing. If Cardmember consents, Amex may choose to notify the Cardmember by e-mail or internet. The Cardmember may apply to change the aforesaid choice of notification at any time by giving Amex written instructions or by phone.

Article 11 Procedure for Handling Disputed Charges

1. If the Cardmember disputes the statement of account, within ninety (90) days from the Closing Date, the Cardmember may notify Amex by providing reasons and supporting documents as requested by Amex (such as charge slips or refund receipts etc.), or request Amex to retrieve the charge slip or refund slip free of charge. If Cardmember decides to withhold the payment, Cardmember may, without paying additional fees, request Amex to deduct payment from the Acquirer or cash withdrawal service provider in accordance with the operational procedures of Amex, or apply for arbitration. Notwithstanding the foregoing, the Cardmember must apply for a review of the charge slip and payment deduction within ninety

(90) days from the Closing Date, and may not apply for adjustment of the statement of account or payment deduction for any reason after the 90-day period.

2. In the event an ordered product is not delivered by the Merchant or the quantity does not match, or no money was received in a cash withdrawal transaction via ATM or the amount of cash obtained was incorrect, the Cardmember shall prepare and submit to Amex all valid supporting documents to request for deduction of the charge at least fifteen (15) working days before the end of the following periods so that Amex can submit such request to the American Express International Card Organization in a timely manner: within 120 calendar days of the network processing date of the presentment; or within 120 calendar days of the earlier of the following dates (inclusive) (1) the date the Cardmember anticipates receiving the goods/services; or (2) the date the Cardmember becomes aware that the merchant cannot provide the goods/services (but in no event be later than 540 calendar days from the network processing date. Cardmember may only apply to Amex to handle a disputed Charge once for each transaction. The American Express

International Card Organization has final authority in the formulation, modification, or interpretation of disputed Charges handling procedure, and the arbitration of disputes between member institutions. As such, when the Cardmember claims a disputed charge, it does not necessarily mean that the Cardmember will receive a refund or can stop making payment on the unpaid portion of an installment payment plan.

3. If the Cardmember does not notify Amex in accordance with the procedure set out in the first paragraph hereof, such statement of account shall be presumed to be accurate.
4. Cardmember may request that Amex provides transaction details covering the three most recent billing cycles free of charge by calling the Amex Corporate Card Services hot-line. However, if the Cardmember wishes to request for transaction details (monthly statement of account) prior to the three most recent billing cycles, Amex may charge NT\$100 for each reissued billing statement.
5. For disputed charges for which payment is withheld, if Amex later finds that the Charge is correct or that the disputed Charge is not attributable to any fault of Amex, the Cardmember shall immediately pay

such disputed Charges upon receipt of notice from Amex.

Article 12 Liability for Payment

1. All Charges incurred under this Agreement shall be paid in full by the Due Date. Notwithstanding anything set out herein, the Cardmember's liability for all Charges incurred under this Agreement is as set out in the table below.

| | |
|--|----------------|
| Program Liability | Sole Liability |
| Cardmember is liable to pay Amex for | No Charges |
| The Company is liable to pay Amex for | All Charges |

2. The Due Date referred to in the preceding paragraph may be extended to the banks next business day if the bank at which the Cardmember makes the payment does not operate on the Due Date.
3. Amex shall use the amount paid by the Cardmember to discharge payment obligations in accordance with the payment hierarchy prescribed in Articles 321 to 323 of the Civil Code. However if Amex's proposed sequence and method of discharge of the obligations are more favorable to the Cardmember than the provisions in Article 323 of the Civil Code, Amex's method shall prevail.

Article 13 Liability for Breach of Agreement

1. If the Cardmember breaches any undertaking or fails to perform in accordance with any articles of this Agreement, or makes false or misleading representations to obtain the Corporate Card, or Cardmember's Corporate Card use is irregular, or the Cardmember uses the Corporate Card to engage in fraud, gambling or other inappropriate or illicit activities that results in Amex incurring loss or damage, Cardmember shall be liable to Amex for all loss and damage.
2. In the event that any of the situations described in the preceding paragraph occurs, Amex may, to the extent permitted by law, accelerate all of Cardmember's Charges without giving prior notice, and may ask Cardmember to pay all reasonable expenses (including attorney's fees) incurred by Amex from seeking recourse against Cardmember, adopting measures to secure Amex's own interest, and damages arising thereof.
3. Under the premise that no mandatory or prohibited provisions of applicable regulations are violated, if the Cardmember sustains damage directly from Amex's failure to perform its obligations relating to the Corporate Card or use of Corporate Card, Amex

will only compensate the Cardmember for direct losses incurred thereof. Moreover, Amex shall not be held liable for loss or damage (including loss incurred under special circumstances) which may have originated as a result of Amex's actions but occurred due to indirect or unnatural circumstance. Under no circumstances will Amex be held responsible for losses caused by any third party, including but not limited to losses resulting from the technical or system failure of third parties.

4. If a Cardmember fails to pay the Charges due in a monthly statement of account by the Closing Date of the next statement of account and the outstanding balance is over NT\$1,000, Amex shall charge liquidated damages of NT\$300 within seven (7) days of the Closing Date of the next statement of account. Liquidated damages will continue to be charged on each subsequent Closing Date until all outstanding balance has been repaid, for a maximum of three consecutive periods.

Article 14 Authorized Exchange Settlement for Foreign-Currency Transactions

1. All Corporate Card transactions made by Cardmember shall be settled in NTD. When the Corporate Card is used in a place where US dollars is not

the legal tender or the currency of transaction(including cash withdrawals and refunds) is other than NTD, Cardmember agrees to pay the equivalent amount in NTD at the rate determined by the American Express International Card Organization plus that Organization's foreign transaction fee, which is currently 2 percent of the converted amount but may be changed from time to time. The Date of conversion into NTD is the date on which American Express International Card Organization processes the transaction charge, which may differ from the date of the transaction.

2. The Cardmember authorizes Amex to be his/her lawful representative in the Republic of China to act for and on behalf of the Cardmember in all matters relating to foreign exchange settlement for all foreign currency Corporate Card Charges incurred overseas. However, if the total amount of foreign currency charges incurred and payable by Cardmember exceeds the regulatory limit, the Cardmember shall pay the amount exceeding the regulatory limit in foreign currency. The Cardmember shall observe all laws and regulations governing foreign exchange control and use of the Corporate Card.

Article 15 Theft, Loss or Other Situations of Loss of Possession of Card

1. In the event of loss, theft, robbery fraud, or if any third party other than the Cardmember takes possession of the Corporate Card (collectively referred to as "lost or stolen"), the Cardmember shall immediately notify Amex or an American Express Travel Services or an agency designated by Amex of such loss by telephone or any other means, without incurring any loss report fees. If Amex deems it necessary, within ten (10) days after acceptance of such card loss report, Amex may ask the Cardmember to file a report with the local police, or provide a written report to Amex within three (3) days after receipt of Amex's notice. The Cardmember shall also furnish all information as may be requested by Amex's to assist Amex in its investigation, file a report with the police and/or sign an affidavit that the Cardmember has not attempted to defraud.
2. The Cardmember shall not be liable for losses incurred from unauthorized use of the the Corporate Card after the Cardmember has completed the card loss report procedure set out above and in no circumstances shall Cardmember's liability for any

unauthorized use of the Corporate Card exceed NT\$1,000 for any one incident. The foregoing shall not apply if

- (1) The Cardmember allows an unauthorized third party to use the Corporate Card or intentionally gives the Corporate Card to such third party.
- (2) The Cardmember intentionally or with gross negligence discloses to a third party the Cardmember's method of identity verification for cash advances or other transactions via ATM.
- (3) The Cardmember colludes with any third party or Merchant to create false evidence of transactions or to commit fraud.
- (4) The Cardmember fails to immediately notify Amex of the loss or theft of the Corporate Card, or continues to fail to notify Amex twenty (20) days after the Due Date.
- (5) The Cardmember fails to sign the Corporate Card as required by Article 7, Paragraph 1 resulting in use by an unauthorized third party.
- (6) After reporting the loss, the Cardmember fails to submit relevant documents required by Amex, refuses to assist Amex in its investigation, or does not act in good faith.

3. For cash withdrawal service on ATMs, the Cardmember shall be liable for all loss incurred prior to the filing of the lost or stolen card report.

Article 16 Corporate Card Reissuance, Replacement and Renewal

1. The expiration date of the Corporate Card is printed on the front of the card. Amex may issue a new Corporate Card to the Cardmember at Amex's discretion.
2. If the Cardmember does not wish to continue the use of the Corporate Card prior to the expiry of the card, the Cardmember shall give Amex advance notice of the termination of this Agreement.

Article 17 Set-Off and Discharge

1. In the event that Amex accelerates and declares the entirety of the Cardmember's obligations immediately due and payable pursuant to Article 20 below, Amex shall be entitled to set-off and apply any or all of Cardmember's credit balance, Cardmember's rights against Amex and any early repayment to Amex, against sums due to Amex by the Cardmember.
2. The notice to set-off given by Amex is deemed to take effect at the time deductions are made against the

Cardmember's account. At the same time, any document issued by Amex to Cardmember to evidence Cardmember's rights against Amex will cease to be valid to the extent of the set-off. If the amount set-off is insufficient to discharge the Cardmember's obligations to Amex in full, the said amount shall be applied to discharge the Cardmember's obligations in accordance with Articles 321 to 323 of the Civil Code. However if Amex's proposed priority and method of discharge of obligations are more favorable to Cardmember than the provisions in Article 323 of the Civil Code, Amex's method shall prevail.

Article 18 Modification of Agreement

Amex shall have the right to change, revise and/or modify the terms of this Agreement with sixty (60) days' written notice. If the Cardmember does not object within the sixty (60) days, or continues to use the Corporate Card after the sixty (60) days has expired, the Cardmember shall be deemed to have agreed to such changes, revisions and/or modifications.

Article 19 Restrictions on Use

Amex may suspend the Cardmember's right to use the Corporate Card with or

without cause and without notice. If we do suspend your Corporate Card privileges, the Cardmember may not use the Corporate Card until arrangements satisfactory to us have been made for payment of outstanding Charges.

Article 20 Acceleration and Termination of Agreement

1. Amex may, without prior notice or reminder to the Cardmember, accelerate and declare all of the Cardmember's obligations as due and payable at once.
- The Cardmember may terminate this Agreement in writing at any time. The Company may notify Amex in writing to suspend or terminate the Corporate Card at any time.
3. Amex may terminate this Agreement in writing and cancel the Corporate Card at any time, with or without cause and without prior notice.
- The Cardmember may not continue to use the Corporate Card (even if the card is still valid) after the termination of this Agreement or cancellation of the Corporate Card. However, the Cardmember shall continue to honor his/her obligation to pay the Charges that have incurred, and the termination of this Agreement or cancellation of the Corporate Card shall not affect the validity of other charge cards or credit cards agreements.

Article 21 Governing Law

- 1.This Agreement shall be governed by the laws of the Republic of China.
- 2.The requisite elements for establishing the validity, and the procedures of any legal action, shall be governed by the laws of the Republic of China.

Article 22 Court of Jurisdiction

In the event of any litigation arising out of this Agreement, Cardmember agrees that other than the courts of jurisdiction as provided by law, Taiwan's Taipei District Court will be the court of first instance, unless the law provides special provisions for exclusive jurisdiction.

Article 23 Outsourced Matters and Consent to Use of Personal Data

The Cardmember agrees that to the extent permitted by laws and other regulations, Amex may cooperate with the American Express Group, appropriate third parties or member institutions of other credit card organizations to conduct the following operations:

- 1.Data processing: Includes data entry, processing, and output; the information system's development, monitoring, and maintenance; and logistic support for matters involving data processing.
- 2.Operation relating to the safekeeping of forms, certificates and other documents.

- 3.Operations relating to the collection of card payments provided that the service provider has been pre-approved by the relevant regulators to engage in such business.
- 4.Production of credit analysis reports on customers who have been granted credit line.
- 5.Credit card/charge card marketing relating to the issuance of credit card/charge card, customer data input, document printing, envelope stuffing, mailing, and the computerized and manual authorizations on activations, suspensions, loss, cash withdrawal, and emergency services.
- 6.Electronic customer services, including automated voice system, telemarketing, automated reply and processing of customer e-mails, providing counseling and assistance to e-banking customers and e-commerce, and telephone banking services.
- 7.Collection of accounts receivable.
- 8.Internal auditing, which may not be entrusted to the certifying accountant.
- 9.Assessment, classification, combination and sale of non-performing loans. However the outsourcing contract should stipulate that the personnel of the service provider who participate in the contracted operation may not engage in other work or provide consulting or counseling services that

conflict with the contracted services during the contracted service period or within a reasonable period of time after the end of contract.

10. Other operations that may be outsourced with the approval of the regulator.

Article 24 Miscellaneous

1. Any matters not specified in this Agreement or other attachments will be governed by separate mutual agreement of the parties.
2. Where the Cardmember uses the Corporate Card to make recurring payments to a third party (including but not limited to the insurance premium and telecommunication expenses), such service is terminated when this Agreement terminates or expires or when Amex suspends the Cardmember's Corporate Card. The Cardmember shall promptly notify the third party of the cancellation of the Corporate Card payment. In the event the Cardmember fails to promptly notify the third party of the cancellation of the Corporate Card payment resulting in Amex's continued payment to the third party on Cardmember's behalf, the Cardmember shall repay Amex and compensate Amex for losses incurred thereof. Where a renewal or a replacement

card is issued to Cardmember for damaged card purpose, or any non-risk related purpose, Amex will continue to process recurring payment to a third party until the Cardmember notifies the third party of the updated card information, such as card number and expiry date. However, Amex will not process recurring payment to third party if a replacement card is issued to Cardmember for fraud charges, lost and stolen purpose.

3. Cardmembers must separately apply to Amex and follow Amex's rules as adopted pursuant to Article 18 hereof, and which may be modified from time to time in order to use Corporate Card at an ATM or handle Corporate Card related matters through Amex's phone service.
4. Cardmember agrees that Amex may, at any time, transfer or pledge all or part of the claims and debts arising out of this Agreement to a third party, or designate a third party in Amex's place as a party to this Agreement; Amex does not need to notify or obtain the consent of Cardmember in such transfer or designation except in the case of pledging the claims and debts to a third party. Cardmember also agrees that Amex may provide Cardmember's personal and other relevant information to such third

party or persons designated by Amex for the purposes of transferring or disposing such claims and debts.

5. Cardmember agrees that Amex has the right to sell the non-performing debt arising out of this Agreement to an asset management company; Cardmember is aware of the following:

(1) The asset management company that acquires such non-performing debt may not resell the debt to a third party, but shall appoint Amex, or a collection agency designated by or agreed to by Amex to undertake the collection process. The appointed collection agency shall abide by the Banking Act and other relevant regulations in its collection process, whereas Amex shall establish internal control and audit systems to effectively oversee and inspect the collection agency's practices. Amex assumes liability for any improper practices by the collection agency.

(2) In the event that the asset management company that acquired the non-performing debt violates any relevant agreements, Amex shall immediately rescind the agreement with the asset management company, buy back the non-performing debt, and seek liquidated damages from the asset management

company. Amex shall also provide the name of the asset management company to the JCIC for the information of other financial institutions.

6. For matters related to this Agreement, Amex and any third person authorized by Amex to conduct the financial institution's operations may record an in-person interview or telephone discussion with the Cardmember. The automatic voice recording system or abovementioned record will be deemed to be written for any written application or notice that a Cardmember may send to Amex in accordance with the law or this Agreement. Amex has the right to determine the preservation period of various records and use the contents of the records as evidence of the relevant transactions.

7. In the event of a merger, acquisition, spin-off or the transfer of all or part of Amex's business resulting in a third person acquiring Amex's rights and obligations under this Agreement, Cardmember agrees that after Amex completes the notifications and announcements required by law, the third party shall acquire Amex's rights and obligations on the effective day. Cardmember also agrees that Amex is permitted to transfer all of Cardmember's information known to

Amex because of the application or use of the Corporate Card to the third person and Amex does not need to separately obtain Cardmember's consent.

Disclosure of Information

1. Amex General Insurance Agency Inc., (hereinafter referred to as "Amex Insurance Subsidiary") is wholly-owned subsidiary of American Express International Inc., and can select insurance providers (i.e. insurers) and insurance products for interested Cardmembers.
2. In this capacity, Amex Insurance Subsidiary is not a Cardmember's agent or trustee, and may represent insurers to the extent permitted by law. Amex Insurance Subsidiary receives commissions from insurers, and the commissions vary between the different insurers and the insurance products. From time to time, Amex's overseas companies may become reinsurers and earn reinsurance income. Any arrangement between the Amex Insurance Subsidiary and other specific insurance companies may possibly include reinsurance products and may influence Amex Insurance Subsidiary in its selection of products. Amex will not require a Cardmember

to purchase insurance products from AmexInsuranceSubsidiary. Cardmembers are free to choose insurance products from other insurers that offer the products to meet Cardmembers' needs.

Be prudent in managing your finances and maintain good credit

*This Agreement is printed in April 2021. To inquire whether any of the terms have been updated since the printing and any other relevant fees, please contact American Express Corporate Card Members' Services at (02)2547-3663.

American Express International (Taiwan), Inc.
* Registered Trademark of American Express Company.
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美國運通企業卡會員總約定條款 (完全責任)

(企業卡會員之審閱期間七日自接獲本約定條款之日起算)

企業卡會員茲向台灣美國運通國際股份有限公司(下稱「美國運通」)申請持用美國運通企業卡(下稱「企業卡」),並願遵守以下各約定條款:

第一條 定義

本契約所用名詞定義如下:

「公司」: 指向美國運通申請以其名義開立企業卡帳戶之公司或組織。

「企業卡會員」: 指公司指定得持有及使用美國運通核發並載有其姓名之企業卡個人。

「企業卡帳戶」: 指美國運通依公司請求以其名義所設立之企業卡帳戶,且美國運通將依該帳戶核發載有公司名稱及企業卡會員姓名之企業卡。

「聯營夥伴」: 指名稱、標誌或商標顯示在企業卡申請書或發行給企業卡會員之卡片上之機構。

「帳戶限制」: 指就企業卡帳戶或特定企業卡所設之限制。該限制可能為金錢額度限制及/或得使用企業卡消費之特約商店產業類別限制。

「收單機構」: 指經美國運通授權辦理特約商店簽約事宜,並於特約商店請款時,先行墊付企業卡會員交易帳款予

特約商店之機構。

「特約商店」: 指與收單機構簽訂特約商店契約,依該契約接受企業卡交易之商店。如無其他特別約定時,包含辦理運通提現之機構。

「應付帳款」: 指如無其他特別約定時,係指企業卡會員當期及前期累計未繳企業卡消費全部款項、運通提現帳款、服務費、年費、運通提現手續費、違約金或其他手續費等應繳款項。

「入帳日」: 指美國運通代企業卡會員給付款項予收單機構或特約商店或為企業卡會員負擔墊款義務,並登錄於企業卡會員帳上之日。

「結匯日」: 係符合第十四條定義之日。

「結帳日」: 係指美國運通按期結算企業卡會員應付帳款之截止日。超過結帳日後始入帳之應付帳款列入次期計算之。

「繳款截止日」: 指持卡人每期繳納應付帳款最後期限之日。

第二條 申請

- 一、企業卡會員聲明及保證其為公司指定得持有及使用企業卡之人且係基於企業卡帳戶申請企業卡。除另經公司同意,企業卡會員同意依據公司之商務支出政策使用企業卡於商務支出。
- 二、企業卡會員應將其個人、財務資料及其他相關資料據實填載於申請表格各欄,並依美國運通要求提出真實及正確之有關資料或證明文件。

三、企業卡會員留存於美國運通之資料有所變動時，應立即通知美國運通。美國運通有權隨時透過金融聯合徵信中心或其他公開、或經企業卡會員同意之方式，查詢企業卡會員之信用狀況(包括但不限於企業卡會員之月/年收入、於所有金融機構之信用額度及負債情形)。

第三條 隱私及個人資料之蒐集、利用、電腦處理及國際傳遞

- 一、企業卡會員同意美國運通、公司、母公司、子公司及關係企業、往來之金融機構、財團法人金融聯合徵信中心、票據交換所及財團法人聯合信用卡處理中心，得依法令規定蒐集、電腦處理、國際傳遞及利用其個人資料。美國運通非經企業卡會員明示同意，不得將其個人資料提供予上述機構以外之第三人利用。企業卡會員並授權美國運通決定蒐集、電腦處理、國際傳遞及利用之特定目的是否存在。
- 二、企業卡會員授權美國運通得於美國運通營業範圍內就授權目的蒐集、處理、利用及國際傳輸企業卡會員個人資料並得將該資料傳遞予特定第三人。「企業卡會員個人資料」係指企業卡會員所提供予美國運通或美國運通合法取得關於企業卡會員之資料，包括姓名、出生年月日、身分證統一編號、電話、地址、企業卡卡號、有效期間、消費明細、財務及信用資料。「第三人」係指美國運通母公司、子公司、其他國外或國內關係企業(以下合稱「美國運通集團」)暨上開公司所委任處理營業相關事務之人及和美國運通有業務合作關係之第三人，包括聯營夥伴。「授權目的」係指於美國運通營業範圍內之目的，包括但不限

於進行內部有關信用評估、控管、查核、管理及類似目的，或為業務開發、與企業卡會員從事各種交易或為取得及交換信用資料之目的處理、使用，或為查詢、計算、核對、提供、紀錄及決定企業卡會員是否得享有權益，或為推介產品、服務及提供贈獎。「營業範圍」係指美國運通經核准得從事之業務及其他得合法從事之業務。倘企業卡會員不同意將其列於產品/服務推介名單內，其可隨時以書面通知美國運通，美國運通將於收到該書面通知後三十天內將申請人之個人資料自該名單內刪除。

- 三、企業卡會員了解並同意美國運通於授權目的範圍內得將企業卡會員資料，包括但不限於企業卡會員於企業卡帳戶下之費用及交易資料，提供給公司、母公司、子公司及關係企業。
- 四、企業卡會員了解並同意美國運通可為培訓、品質控制及核對資料之目的不時進行客戶調查並就企業卡會員與美國運通之電話交談進行監聽及錄音。

第四條 消費額度

企業卡會員瞭解企業卡是沒有預先設定消費額度的簽帳卡。但企業卡會員了解並同意企業卡可能會有帳戶限制且企業卡會員不應使其應付帳款超過帳戶限制。如企業卡會員有任何關於帳戶限制之問題，企業卡會員應詢問公司相關訊息。企業卡會員就超過帳戶限制之應付帳款所負之清償責任應依據第十二條第一項之規定。每次企業卡會員簽帳消費時，美國運通有權基於任何理由，包括但不限於美國運通就企業卡會員之還款紀錄、消費紀錄及其他信用資料綜合判斷是否核准持卡人的消費。

第五條 卡片之使用

- 一、企業卡會員之企業卡屬於美國運通之財產。企業卡會員應妥善保管及使用企業卡。美國運通僅授權企業卡會員在企業卡正面所載之有效期限內使用。企業卡會員應親自使用企業卡，不得基於任何目的將企業卡交付他人使用。
- 二、企業卡會員就辨識企業卡會員同一性之方式應予以保密，不得告知他人。
- 三、企業卡會員不得與他人或特約商店為虛偽不實交易行為或共謀詐欺，以使用企業卡方式折換現金或取得利益。
- 四、企業卡會員如購買高變現性物品，或至財團法人聯合信用卡中心列管之特約商店刷卡消費，或以企業卡為支付工具進行網際網路賭博或其他不法交易，或於異常簽帳時間、地點、項目經美國運通合理懷疑有虛偽不實交易或共謀詐欺等情形時，美國運通基於風險、詐欺防治考量，保留對企業卡會員之單筆消費交易授權與否之權利，限制或婉拒企業卡會員就前述交易使用企業卡。如因該項拒絕致企業卡會員或其他第三人受損失或損害，美國運通不負任何責任。
- 五、企業卡會員授權公司企業卡聯絡人或其他公司授權得代表其為決定之人(下稱「授權代表」)作為企業卡會員之送達代收人，代企業卡會員收受美國運通依本契約對企業卡會員所為之一切通知。授權代表應告知企業卡會員通知之內容並取得其指示或同意，企業卡會員並同意授權代表代為回覆美國運通。美國運通得依賴授權代表所給予之指示、同意及資訊並視同為企業卡會員所給予之指示、同意及資訊。

第六條 年費及服務費

- 一、企業卡會員於收受美國運通核發企業卡後，除經美國運通同意免收或減收年費或年費已由公司為企業卡會員支付外，應於美國運通指定期限內繳交年費(年費詳見企業卡申請書)，且除另有規定外，企業卡會員不得請求退還年費。
- 二、因不可歸責於企業卡會員之事由，致終止契約或暫停企業卡會員使用企業卡之權利達一個月以上者，企業卡會員得請求按實際持卡月數(未滿一個月者，該月不予計算)比例退還部份年費。
- 三、如企業卡會員向美國運通申請企業卡之申請書上載有服務費時，企業卡會員應於第一期交易明細暨繳款通知書(即月結單或帳單)記載之繳款截止日前，繳交服務費予美國運通。除依前項規定解除本契約或企業卡會員依本契約第十九條終止本契約外，企業卡會員不得因本契約終止或其使用企業卡之權利暫時停止而請求返還服務費之全部或一部。
- 四、僅有已親自支付年費或服務費之企業卡會員使得依據本契約之規定請求返還年費或服務費。

第七條 一般交易

- 一、企業卡會員收到企業卡後，應立即在企業卡背面簽名，並妥善保管，以降低遭第三人冒用之風險。
- 二、企業卡會員使用企業卡交易時，應向特約商店出示企業卡以進行刷卡，經查對交易金額無誤，應於簽帳單上簽名確認，並自行妥善保管簽帳單收執聯，以供查證之用。企業卡會員之簽名應與企業卡上之簽名式樣一致。

三、企業卡會員於特約商店同意企業卡會員就原使用企業卡交易辦理退貨、取消交易、終止服務、更換貨品或修改價格時，應向特約商店索取退款單，經查對無誤後，應於退款單上簽名確認，並自行妥善保管退款單收執聯，以供查證之用。但經企業卡會員及特約商店同意後，得以特約商店自行簽認，並以企業卡會員保留之退貨憑證或其他足資證明文件替代之。

四、特約商店於下列情形得拒絕接受企業卡會員使用企業卡交易：

1. 企業卡為偽造、變造或有破損、斷裂、缺角、打洞、簽名模糊無法辨認及簽名塗改之情事者。
 2. 企業卡有效期限屆至、業依第十五條第一項辦理掛失或本契約已解除或終止者。
 3. 美國運通已暫停或取消企業卡會員使用企業卡之權利者。
 4. 企業卡會員在簽帳單上之簽名與企業卡上之簽名不符，或得以其他方式證明持卡之人非美國運通同意核發企業卡之本人者。
 5. 美國運通依第四條及/或第五條第四項就企業卡會員之特定消費不予核准或拒絕予以授權者。
- 五、前項第一款、第二款或第四款之情形者，特約商店得拒絕返還企業卡會員該企業卡。
- 六、企業卡會員如遇有特約商店或辦理運通提現機構依第四項各款以外之事由拒絕企業卡會員使用企業卡交易，或以使用企業卡為由要求增加商品或服務價格者，得向美國運通提出申訴。美國運通於收受企業卡會員申訴後，應自行或於轉請收單機構查明後，將處理情形告知

企業卡會員。如經查明就特約商店或辦理運通提現機構上述情事，美國運通有故意或重大過失者，應對企業卡會員因特約商店或辦理運通提現機構之上開行為所生之損失負損害賠償責任。

第八條 運通提現

- 一、經公司允許，於企業卡會員依美國運通相關規定完成「運通提現」申請手續且經美國運通核准後，得以企業卡提領現金。美國運通僅於中華民國領土外提供運通提現之服務。企業卡會員每次使用美國運通提供之運通提現服務需支付相等於該次提領金額1%或新台幣50元（以較高者為準）之運通提現手續費。（有關「運通提現」之其他規定，請參見「運通提現服務條款」）。
- 二、企業卡會員不得以企業卡向未經主管機關核准或非美國運通委託辦理運通提現之機構或他人直接或間接取得資金融通。
- 三、企業卡會員於美國運通核准運通提現服務後，企業卡會員得隨時開啟或終止使用運通提現服務。

第九條 暫停支付

- 一、企業卡會員瞭解美國運通非所購買之商品或服務之提供者或經營者，企業卡會員如與特約商店就有關商品、票證或服務之品質、數量、金額，或與委託辦理運通提現機構就取得金錢之金額有所爭議時，應向特約商店或委託辦理運通提現機構尋求解決。企業卡會員不得以基於其與特約商店或辦理運通提現機構間之爭議，拒絕繳付美國運通應付帳款。

- 二、企業卡會員使用企業卡時，如發生美國運通信用卡國際組織作業規則所定之下列特殊情形：如預訂商品未獲特約商店交付商品或其數量不符、預訂服務未獲提供，或於自動化設備辦理運通提現而未取得金錢或數量不符時，企業卡會員應先向特約商店或辦理運通提現機構尋求解決。如無法解決時，企業卡會員得於繳款截止日期前，檢具美國運通要求之相關證明文件，請求美國運通就該筆交易以第十一條帳款疑義處理程序辦理，不受前項約定之限制。
- 三、企業卡會員使用企業卡進行郵購買賣或訪問販賣交易後，依消費者保護法第十九條規定向特約商店解除契約者，準用前項之約定。

第十條 帳單及其他通知

- 一、在不影響第五條第五項規定前提下，企業卡會員之應付帳款如於當期結帳日前有未清償帳款，除企業卡會員已逾期繳款進入催收程序將依美國運通催收方式辦理外，美國運通應按約定依企業卡會員提供之月結單地址以電子文件或其他方式寄送企業卡會員交易明細暨繳款通知書（即月結單或帳單）。如企業卡會員於當期繳款截止日起七日前仍未收到月結單，得立即通知美國運通，並得請求美國運通以掛號郵件、限時郵件、普通郵件、傳真、電子文件或其他適當方式補送月結單，其費用由美國運通負擔。惟如企業卡會員未依本項約定向美國運通詢問或請求補寄帳單者，不得以未按時收到帳單為由請求展延繳款期限。
- 二、企業卡會員於申請表格所載之月結單地址或其他聯絡方式有所變更而未通知美國運通者，則以最後知悉之月結單地址

或申請表格上所載月結單地址為美國運通應為送達之處所。

- 三、在不影響第五條第五項規定前提下，美國運通將業務上有關文書或對企業卡會員之其他通知，向企業卡會員最後知悉之連絡地址或申請表所載連絡地址件後，經通常傳遞之期間，即視為已合法送達於企業卡會員。
- 四、企業卡會員依法令或本契約向美國運通發送之書面通知，應以美國運通位於台北市之主營業所為送達地址。
- 五、美國運通得以書面方式向企業卡會員寄送月結單或其他通知。如企業卡會員同意，美國運通亦得選擇以電子郵件或經由網路連線傳遞訊息之方式通知之。企業卡會員隨時得以書面或電話指示等方式申請變更前開書面方式以外之同意。

第十一條 帳款疑義之處理程序

- 一、企業卡會員如對月結單所載之交易明細有疑義，得於該期結帳日起屆滿九十日內檢具理由及美國運通要求之證明文件（如簽帳單或退款單收執聯等）通知美國運通協助處理，或請美國運通向收單機構調閱簽帳單或退款單。如企業卡會員主張暫停支付時，無需繳付帳款疑義處理費用，得請美國運通向收單機構或辦理運通提現機構根據美國運通之作業程序進行扣款或提起仲裁但企業卡會員應於當期結帳日起九十日內申請調閱簽帳單及扣款，逾期即不得以任何理由申請調整月結單或扣款。
- 二、針對預訂商品未獲特約商店交付商品或其數量不符，或於自動化設備上運通提現而未取得金錢或數量不符之情形，企業卡會員應於下列期限截止前15個

工作日備齊所有相關合格證明文件向美國運通提出並主張扣款：交易清算日起屆滿120日曆日內，或自下列任一起算120日曆日內（以最先發生者為準）：

(1) 預定收受商品服務之日、(2) 持卡人發覺預定商品服務無法提供之日且
不超過該首次交易清算起算之540日曆日，
使美國運通可以及時向美國運通信用卡國際組織提出請求。企業卡會員對於同一筆交易僅能向美國運通申請一次爭議帳款處理。美國運通信用卡國際組織對「處理爭議帳款程序」有制定或變更規則、解釋及仲裁會員機構爭議之最終權限，企業卡會員主張爭議帳款，不表示一定可以退款或對於分期付款未付部分無須再繳款。

- 三、如企業卡會員未依第一項約定程序通知美國運通者，推定月結單所載事項無錯誤。
- 四、企業卡會員得致電美國運通會員服務專線，請求美國運通免費提供最近三個帳款期間（含當期）內之交易明細。但倘企業卡會員要求美國運通另提供超過三個帳款期間以前之交易明細（月結單），美國運通得按每份（每帳款期間）收取新台幣100元之補發交易明細手續費。
- 五、因發生疑義而暫停付款之帳款，如經美國運通證明無誤或因非可歸責於美國運通之事由而不得扣款時，企業卡會員於收受美國運通通知後應立即繳付之。

第十二條 繳款責任

- 一、本契約下之所有應付帳款均應於當期繳款截止日前全部清償。儘管本契約另有規定，企業卡會員就基於本契約所生之

應付帳款之清償責任如下表所示：

| 責任型態 | 完全責任 |
|-------------------|--------|
| 企業卡會員應負責清償美國運通之款項 | 無 |
| 公司應負責清償美國運通之款項 | 所有應付帳款 |

- 二、前項繳款截止日，如遇企業卡會員繳款之銀行未對外營業之日者，得延至次一營業日。
- 三、美國運通就企業卡會員已繳付款項，應依民法第三百二十一條至第三百二十三條規定抵充之。但依美國運通指定之順序及方法較民法第三百二十三條之規定更有利於企業卡會員者，則從其指定。
- 四、企業卡會員如有溢繳應付帳款之情形，應依企業卡會員指示或雙方約定方式處理。於企業卡會員申請領回前，其餘額得由美國運通暫時無息保管；且企業卡會員如無其他特別指示，得以之抵付後續須給付美國運通之應付帳款。美國運通對於企業卡會員到期未續卡，而其帳戶內尚有溢繳款項者，於寄發月結單時，應以顯著文字提醒企業卡會員或主動聯絡企業卡會員指示美國運通辦理。

第十三條 違約賠償

- 一、若企業卡會員違反任何承諾或不履行本合約之任何條款，或企業卡會員為取得企業卡而為任何錯誤或誤導之聲明陳述、或企業卡會員使用企業卡之方式有異常情形，或使用企業卡進行詐術、賭博或其他不正當或不法之活動，因而

造成美國運通之任何損害時，企業卡會員應負完全之損害賠償責任。

- 二、如有前項之情形時，於不違反法令之強制規定範圍內，美國運通無須事先通知，得請求企業卡會員於一定期間內償還所有應付帳款，並得向企業卡會員請求支付美國運通因追償債款、保障美國運通之自身利益而採取相關措施所生及請求損害賠償所生之一切合理費用（包括律師費用）。
- 三、在不違反法令強制或禁止規定之情形下，倘企業卡會員直接因美國運通未履行與企業卡或使用企業卡有關之義務致企業卡會員受有直接損害，美國運通將僅賠償企業卡會員因此直接所致之損失。且美國運通並不對任何導因於美國運通，但該損失係因間接或非自然狀況下而生者（包括其損失係在特別情形下所生者）負擔任何責任。在任何情況下，美國運通不對任何第三人所致之損失負責，包括但不限於第三人受技術或系統失能之影響所致之損失。
- 四、企業卡會員如於次一月份帳單所載之結帳日前未清償本期帳單中之應付帳款且帳單金額超過新台幣1,000元，美國運通將於次一月份帳單結帳日後七日內收取新台幣300元之違約金。美國運通將會於後續每一結帳日收取違約金直至所有之未清償帳款清償完畢止，違約金之最高連續收取期數為三期。

第十四條 國外交易授權結匯

- 一、企業卡會員所有使用企業卡交易帳款均應以新台幣結付。當企業卡會員於美元非法定貨幣之區域使用企業卡或以新台幣以外之貨幣為交易(包括運通提現及辦理退款)時，企業卡會員同意該交易帳款將

依美國運通信用卡國際組織指定匯率兌換為新台幣，並加計該國際組織收取之國外交易服務費（國外交易服務費現為兌換金額之2%，但隨時可能會變更）。兌換日係美國運通信用卡國際組織處理該筆帳款之日，可能與企業卡會員交易之日期不同。

- 二、企業卡會員授權美國運通為其在中華民國境內之結匯代理人，辦理在國外使用企業卡交易之結匯手續。但企業卡會員應支付之外幣結匯金額超過法定限額者，企業卡會員應以外幣交付該超過法定限額之款項。企業卡會員應遵守任何有關外匯管制以及其他規範企業卡使用之法律規定。

第十五條 卡片被竊、遺失或其他喪失占有

- 一、企業卡會員之企業卡如有遺失、被竊、被搶、詐取或其他遭企業卡會員以外之他人占有之情形(以下簡稱遺失等情形)，應儘速以電話或其他方式通知美國運通或其他經美國運通指定之美國運通旅遊服務處或機構辦理掛失停用手續，而無須繳交掛失手續費。但如美國運通認有必要時，應於受理掛失手續日起十日內通知企業卡會員，要求於受通知日起三日內向當地警察機關報案或以書面補行通知美國運通。企業卡會員並應依美國運通要求提供所有資訊，以協助美國運通進行調查、向警察單位報案及/或作成宣誓書證明企業卡會員並未意圖詐欺。
- 二、企業卡會員無須就完成上開掛失停用手續後，企業卡被冒用所發生之損失負責，且在任何情形之下，企業卡會員就企業卡被每次被冒用所產生損失之自負額以新台幣1000元為限。企業卡

會員如有下列之情形，前開自負額之規定不適用：

1. 他人之冒用為企業卡會員容許或故意將企業卡交其使用者。
2. 企業卡會員因故意或重大過失將使用自動化設備辦理運通提現或進行其他交易之辨識企業卡會員同一性之方式使第三人知悉者。
3. 企業卡會員與他人或特約商店為虛偽不實交易或共謀詐欺者。
4. 企業卡會員得知簽帳卡遺失或被竊等情形而怠於立即通知美國運通，或企業卡會員發生企業卡遺失或被竊等情形後，自當期繳款截止日起已逾20日仍未通知美國運通者。
5. 企業卡會員違反第七條第一項約定，未於企業卡簽名致他人冒用者。
6. 企業卡會員於辦理簽帳卡掛失手續後，未提出美國運通所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。

三、在自動化設備辦理運通提現部分，企業卡會員辦理掛失手續前之冒用損失，由企業卡會員負擔。

第十六條 補發新卡、換發新卡及屆期續發新卡

- 一、企業卡之有效日期印於企業卡之正面。美國運通得自行決定是否向企業卡會員製發新企業卡。
- 二、企業卡會員如無續用之意願，須於有效期限屆滿前，事先以書面通知美國運通終止本契約。

第十七條 抵銷及抵充

- 一、企業卡會員經美國運通依第二十條主張視為全部到期之權利時，美國運通得

將企業卡會員於美國運通之各種款項及對美國運通之一切債權期前清償，並得將期前清償之款項抵銷企業卡會員對美國運通所負之債務。

- 二、美國運通預定抵銷之意思表示，自登帳扣抵時即生抵銷之效力。同時美國運通發給企業卡會員之相關債權憑證，在抵銷範圍內失其效力。如抵銷之金額不足抵償企業卡會員對美國運通所負之全部債務者，應依民法第三百二十一條至第三百二十三條規定抵充之。但依美國運通指定之順序及方法較民法第三百二十三條之規定更有利於企業卡會員者，從其指定。

第十八條 契約之變更

美國運通有權修改或增刪本契約約款並以六十日期間之書面通知企業卡會員。如企業卡會員未於六十日內表示異議，或於六十日後繼續使用企業卡，則視同已同意該契約約款之修改或增修。

第十九條 企業卡使用之限制

美國運通無須事先通知，得具理由或不具理由暫時停止企業卡會員使用企業卡之權利。企業卡會員如經美國運通暫時停止使用企業卡之權利，企業卡會員將不得使用企業卡直至企業卡會員就未清償部分款項為美國運通滿意之清償處理。

第二十條 喪失期限利益及契約之終止

- 一、美國運通無須事先通知或催告，得隨時縮短企業卡會員延後付款期限或視為全部到期。
- 二、企業卡會員得隨時以書面通知美國運通終止本契約。公司得隨時以書面通知美國運通暫時停止企業卡會員使用企業

卡之權利。

三、美國運通無須事先通知得隨時具理由或不具理由以書面終止本契約及取消企業卡。

四、本契約終止或解除後，企業卡會員不得再使用企業卡(含有效期限尚未屆至者)。但企業卡會員就企業卡已發生之應付帳款應繼續負清償責任，且如終止或解除其中一種企業卡契約，則僅就該契約發生效力，其他美國運通簽帳卡或信用卡契約仍為有效。

第二十一條 適用法律

- 一、本契約之準據法為中華民國法律。
- 二、依本契約發生債之關係，其法律行為之成立要件、效力及方式適用中華民國法律。

第二十二條 管轄法院

因本契約涉訟時，除法律所規定之法院有管轄權外，企業卡會員並同意以台灣台北地方法院為第一審管轄法院。但法律有專屬管轄之特別規定者，從其規定。

第二十三條 業務委託及個人資料使用之同意

企業卡會員同意美國運通關於下列作業，於其他法令許可範圍內得委託美國運通集團、適當之第三人或與各信用卡組織之會員機構合作辦理。

1. 資料處理：包括資訊系統之資料登錄、處理、輸出，資訊系統之開發、監控、維護，及辦理業務涉及資料處理之後勤作業等。
2. 表單、憑證等資料保存相關作業。
3. 代收卡片帳款作業，但受委託機構以經主管機關核准者為限。

4. 提供信用額度之往來授信客戶之信用分析報告編製。
5. 信用卡或簽帳卡發卡業務之行銷業務、客戶資料輸入作業、表單列印作業、裝封作業、付交郵寄作業，及開卡、停用掛失、運通提現、緊急性服務等事項之電腦及人工授權作業。
6. 電子通路客戶服務業務，包括電話自動語音系統服務、電話行銷業務、客戶電子郵件之回覆與處理作業、電子銀行客戶及電子商務之相關諮詢及協助，及電話銀行專員服務。
7. 應收債權之催收作業。
8. 內部稽核作業，惟不得委託其財務簽證會計師辦理。
9. 不良債權之評價、分類、組合及銷售。但應於委外契約中訂定受委託機構參與作業合約之工作人員，於合約服務期間或合約終止後一定合理期間內，不得從事與委外事項有利益衝突之工作或提供有利益衝突之顧問或諮詢服務。
10. 其他經主管機關核定得委外之作業項目。

第二十四條 其他約定事項

- 一、本契約或其他附件各項約定如有未盡事宜，應由雙方另行協議訂定之。
- 二、如企業卡會員使用企業卡向第三人定期支付款項(包括但不限保險費及電信費用)時，於本契約消滅或美國運通暫時停止企業卡會員使用企業卡之權利時，美國運通透過企業卡代為支付費用之服務即為終止，且企業卡會員應立即自行通知該第三人取消企業卡代付費用。若企業卡會員未立即對該第三人為取消代付費用之通知，致美國運通仍對該第

三人付款時，企業卡會員應返還及賠償美國運通代為給付之費用及因此所生之損失。如企業卡會員因簽帳卡有效期間屆滿、毀損或其他與風險無關之因素換發新卡，在企業卡會員通知該第三人更新卡號、有效期間等訊息前，美國運通將繼續代企業卡會員向第三人定期支付款項，惟企業卡會員因盜刷、遺失、或被竊換發新卡，美國運通將停止代持卡人向第三人定期支付款項。

三、企業卡會員如擬透過自動化設備使用企業卡或透過電話方式與美國運通辦理企業卡有關事項時，須另向美國運通申請並依美國運通依第十八條隨時訂定修改之各相關規定辦理。

四、企業卡會員同意美國運通得隨時將其依本約定條款所發生之債權、債務之一部或全部移轉或設定質權予第三人，或由美國運通指定之第三人繼受美國運通成為本約定條款之當事人，且除設定質權予第三人外，無須通知企業卡會員或取得企業卡會員同意。企業卡會員並同意美國運通得為該等債權債務移轉或處分之目的，而將企業卡會員之個人及其他相關資料提供予該等第三人或美國運通指定之人。

五、企業卡會員同意美國運通有權依法將其依本契約發生之不良債權出售予資產管理公司，且企業卡會員已經知悉下列事項：

1. 得標之資產管理公司不得將不良債權再轉售予第三人，並應委託美國運通或美國運通指定或同意之催收機構進行催收作業。催收機構應承諾遵守銀行法及有關法令規定，美國運通應建立內部控制及稽核制度，有效規範及查核各該催收行為並承擔催收機構

不當催收行為之責任。

2. 得標之資產管理公司如違反相關約定者，美國運通應立即與該公司解約並買回不良債權，同時請求違約金並將該資產管理公司名單登錄於財團法人金融聯合徵信中心供各金融機構參考。

六、美國運通及受美國運通委託處理金融機構作業之人，均得就本契約相關事項之當面或電話交談進行錄音。企業卡會員依法令或本契約應或得向美國運通發送之書面通知或申請，應以自動語音系統之紀錄或前述錄音紀錄視為書面。美國運通得自行決定各種紀錄之保存期限，並以該等紀錄內容作為相關交易事項之證據。

七、美國運通如因公司合併、收購、分割或全部或一部之營業讓與等情事，致本約定條款下之權利義務由第三人繼受或取得時，企業卡會員同意美國運通依法完成通知或公告後得於預定生效日發生由第三人繼受或取得之效力；且企業卡會員同意美國運通因企業卡會員申請或使用企業卡而知悉關於企業卡會員之一切資料，可同時移轉於該第三人所有，而無須另行徵得企業卡會員個別同意。

「資訊公開」說明事宜

一、台灣美國運通產物保險代理人公司（下稱「美國運通保代子公司」），為美國運通國際股份有限公司百分之百持股的子公司，會為客戶挑選保險提供人（保險公司）及保險產品給有興趣的客戶。

二、基於此種身分，美國運通保代子公司並非您的代理人或受託人，且美國運通保代子公司在法令許可的範圍內，得代表保險公司。美國運通希望您知悉美國運通

保代子公司會從保險公司收到佣金，此佣金的多少將因保險公司與保險產品的不同而異。此外，於某些情形，美國運通的海外公司有可能成為再保險公司且賺取再保險之收入。美國運通保代子公司與特定保險公司的安排，包括可能的再保險產品，可能亦會影響美國運通保代子公司所挑選的產品。美國運通並未要求您必須向美國運通保代子公司購買保險產品，您可自行選擇其他來源與條件的保險以符合您的保險需求。

謹慎理財 信用至上

* 本約定條款於2021年4月印製，如欲查詢本約定條款所載之訊息是否有所更新及各項相關費用，請致電美國運通企業卡會員專屬服務部(02)2547-3663。

台灣美國運通國際股份有限公司

®美國運通公司註冊商標

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