

# AMERICAN EXPRESS

Corporate Card Cardmember Agreement  
Joint and Several Liability  
Taiwan

美國運通

企業卡會員總約定條款

連帶責任

台灣

## American Express® Corporate Card (Joint and Several Liability) Cardmember 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 parties agree 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 15.

“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.

“Statement of Account” means the transaction details and payment notice which Amex provides to Cardmember.

## **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, Processing, Use and International Transmission of Personal Data**

1. Amex may only collect, process, use, and internationally transmit Cardmember’s personal data and information from other financial institutions within the scope of the Corporate Card application form and for fulfilling our obligations under this Agreement.
2. Subject to the foregoing specific purpose, the Cardmember agrees that Amex may provide the Cardmember’s personal data and other information provided to Amex (collectively, “personal data”) to its correspondent financial institutions, the National Credit Card Center of the R.O.C. (“NCCC”), the Financial Information Service Co., Ltd. (“FISC”), the American Express International Card Organization, JCIC, the Taiwan Clearing House (“TCH”), and the Company, parent company, and subsidiaries and affiliates of the Company to, in accordance with the law, collect, process, use and transmit internationally 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

forementioned organizations. The Cardmember further authorizes Amex to determine whether or not the specific purposes permitted under the Personal Data Protection Law for collection, processing, use, and international transmission of Cardmember personal information exist.

3. 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 14 any time. Amex will remove the Cardmember's personal data from the list within thirty (30) days after the receipt of such written notice.

4. A third party that has been appointed by Amex pursuant to relevant outsourcing regulations to process matters, and a third party that has been agreed by the Cardmember, may, at any time, within the scope permitted by relevant laws, collect, process, use and internationally transmit personal data. However, if the Cardmembers' personal data provided by Amex to such third party is erroneous or has changed, Amex shall correct or supplement, and request such third party to correct or supplement, and Amex shall notify the Cardmember.
5. When a third party that has been appointed by Amex pursuant to relevant outsourcing regulations to process matters violates the Personal Data Protection Law, causing the personal data to be unlawfully collected, processed,

used, or other acts infringing on Cardmembers' rights and benefits, Cardmember may claim against Amex and such third party jointly and severally in accordance with the Civil Code, Personal Data Protection Law, or other relevant regulations.

6. If the information Cardmember provided to Amex has been stolen, leaked, altered, or otherwise infringed by any institutions or individuals outside of Amex, Amex shall notify the Cardmember by appropriate means as soon as possible. Upon the Cardmember's request to Amex to provide relevant information flow, Amex shall provide the Cardmember the institutions or persons that had such information as soon as possible.
7. 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.
8. The Cardmember understands and agrees that Amex may conduct customer research, and monitor and record telephone conversation with the Cardmember from time to time for training, quality control or verification purposes.

## 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 13(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 Primary Obligations of the Parties

1. Amex shall exercise reasonable care to enable Cardmembers to obtain goods, services, benefits or cash withdrawal service by using the Corporate Card at Merchants regardless of whether such Merchants have a contract with Amex or with the Acquirers; and in the handling of payment of Charges to Merchants in accordance with Cardmember instructions. Amex shall exercise the same standard of care for Cardmembers regardless of

whether or not Amex has agreed to reduce or waive the annual fee.

2. 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 only 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 or authorize any third party to use the Corporate Card or any information on the Corporate Card for any purpose.
3. The Cardmember shall keep confidential the method of verifying Cardmember's identity and may not reveal it to any third party.
4. 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.
5. The Cardmember shall not use the Corporate Card to make purchases when the Cardmember anticipates that he/she has no intention or ability to pay all or part of the Charges.
6. The Cardmember shall be liable for Charges incurred from a breach of Paragraph 2, 3, 4, or 5 hereof.
7. 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.

8. Amex shall ensure the veracity of its advertisements, and Amex's obligations to the Cardmember shall not be less than as stated in any of its advertisements.
9. 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. In the event the Authorized Person receives a notice pursuant to Article 20, and the Cardmember does not raise any objections within the 60 day time period specified in Article 20, the Cardmember shall be deemed to have consented to the changes set out in the notice.

## **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 based on any of the grounds provided in Article 21, Article 22, Paragraph 4, or Article 22 Paragraph 5, or by any other reasons. The preceding restriction does not apply in the circumstances set out in Article 6, Paragraph 2, Article 18, Paragraph 3, and Article 20 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 Amex receives notice of cancellation of Corporate Card within seven (7) days after Cardmember receives the Corporate Card from Amex, Amex shall not request Cardmember to pay any fees. The preceding provision does not apply if the Cardmember has already started to use the newly issued card.
4. 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 Statement of Account sent to Cardmember. Unless this Agreement is cancelled according to the preceding paragraph or Cardmember terminates this Agreement pursuant to Article 20, 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.
5. 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 Procedures to Handle General Transactions and Refunds**

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, the signature box is blank, 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 16, 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 7 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 complaints, 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.

## **Article 8 Special Transactions**

1. With respect to mail-order, phone-in, fax-in, internet, mobile device, vending machines, 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.
2. For transactions that used to require Cardmember's signature, a merchant may choose not to require the Cardmember's transaction for domestic transaction of NT\$3,000 or less, or foreign transactions that comply with the relevant guidelines set forth by American Express International Card Organization.

## **Article 9 Cash Withdrawal**

1. 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 governing 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 10 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 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 ordered service was not provided, or no money was received in a cash withdrawal transaction via ATM or the amount of cash obtained was incorrect, 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 12 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 20 of the Consumer Protection Law.

## **Article 11 Statement of Account and Other Notices**

1. Without prejudice to Article 5, Paragraph 10, if there is an outstanding balance on the Cardmember’s account before the

Closing Date, Amex shall send a Statement of Account 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 there of 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. 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.

3. Before Amex reports negative Cardmember credit records to the JCIC such as payments overdue for over a month, mandatory suspension of card, debt collection, non-performing loans, or other poor credit records, Amex shall inform Cardmember at least five (5) days in advance, in writing, or by electronic documents as agreed with the Cardmember, of the reasons for the negative report and the potential consequences of such report.
4. 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.
5. Without prejudice to Article 5, Paragraph 10, 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.
6. 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.
7. Amex shall provide Cardmembers with monthly Statements of Account or other notices in writing. If the Cardmember consents, Amex may

choose to notify the Cardmember by e-mail or via the internet. The Cardmember may apply to change the aforesaid choice of notification at any time by giving Amex written instructions or by phone.

## **Article 12 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. When Cardmember request to retrieve the charge slip or refund slip, if the results of the investigation show that Cardmember was indeed fraudulently charged, or the disputed charges cannot be attributed to the Cardmember, any fees for retrieving the charge slip or refund slip shall not be borne by the Cardmember regardless of whether Cardmember has agreed to pay such fees.
2. 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.

3. 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.
4. If a consumer dispute arises between the Cardmember and the Merchants, Amex shall provide assistance. If there is any doubt, Amex shall handle the dispute in a manner that is favourable to the consumers.
5. 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; 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.

6. 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.

### **Article 13 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.

<b>Program Liability</b>	Joint and Several Liability.
<b>Cardmember is liable to pay Amex for</b>	All Charges on a Joint and Several basis with the Company.
<b>The Company is liable to pay Amex for</b>	All Charges on a Joint and Several basis with the Cardmember.

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. Cardmember shall make payment in accordance with Paragraph 1 above. Amex shall apply such payment first to the fees of the current billing cycle, unpaid balance from the previous billing cycle, and the newly incurred principal from the current billing cycle.
4. If Cardmember has paid an amount in excess of the Charge, Amex shall process the excess amount in accordance with the Cardmember's instructions or in such manner mutually agreed upon by Amex and Cardmember. Amex may temporarily retain any surplus without interest prior to Cardmember's application for its refund. If the Cardmember does not provide any other special instructions, the excess payment will be used to offset subsequent Charges incurred by the Cardmember and payable to Amex.

5.If the Cardmember does not renew Corporate Card upon its expiration and there is credit in the account, Amex shall remindtheCardmemberwithconspicuous wording on the monthly Statement of Account or automatically contact Cardmember to seek further instructions.

## **Article 14 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, ask the Cardmember to pay all Charges within a given period of time 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.
- 5.An example of the calculation of liquidated damages is provided as follows: Mr. Chang Chi-Hao is a Cardmember. The Closing Date for Mr. Chang's account is on the 29th of each month and the Closing Date for the next

Statement of Account is on the 29th of the following month; Mr. Chang's Corporate Card Charges totaled NT\$19,486 on September 29.

Mr. Chang paid Amex NT\$10,000 on October 6.

On October 29, Mr. Chang's unpaid Charges amounts to NT\$9,486(19,486 - 10,000 = 9,486). Thus, Mr. Chang needs to pay liquidated damages in the amount of NT\$300. If Mr. Chang had not incurred liquidated damages in the previous month's Statement of Account, liquidated damages for this month will be charged on November 5, seven (7) days after the Closing Date. If Mr. Chang continues to have an outstanding balance by the Closing Date of the following month, i.e. by November 29, liquidated damages will be charged immediately, on November 29.

## **Article 15 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 16 Theft, Loss or Other Situations**

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 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. After the Cardmember completes the card loss report procedure referred to above, Amex shall bear the losses incurred from unauthorized use of the Cardmember's Corporate Card unless:

(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.

3. The Cardmember's liability for the losses incurred from unauthorized use of Corporate Card shall not exceed NT\$1,000 for any one incident. The

foregoing liability cap shall not apply to (1) losses incurred after the Cardmember completes the card loss report, if the Cardmember has acted in the manner described in Subparagraphs 2(1), 2(2) and 2(3) above; (2) losses incurred before the Cardmember completes the card loss report, if the Cardmember has acted in the manner described in Subparagraphs 2(1), 2(2) and 2(3) above and 4(1), 4(2) and 4(3) below, and Amex can prove that it has exercised reasonable care. However, the Cardmember shall not be liable for losses incurred in any of the following circumstances:

(1) unauthorized use incurred in the 24 hours prior to the Cardmember's completion of the card loss report procedures; or

(2) if the signature on the charge slip is obviously different from the Cardmember's signature on sight, or if the signature on the charge slip can be distinguished from the Cardmember's signature by exercising reasonable care.

4. Amex will be liable for losses incurred from unauthorized use of Cardmember's Corporate Card from the time the Corporate Card is stolen or lost (or starting from the time Cardmember completes the loss report procedures for ATM cash withdrawals) until the time the Cardmember completes the card loss report procedure referred to



above, unless the Cardmember has acted in the manner specified in Paragraph 2 above, or under any of the following circumstances:

- (1) 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.
- (2) The Cardmember fails to sign the Corporate Card as required by Article 7, Paragraph 1 resulting in use by an unauthorized third party.
- (3) 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.

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

## **Article 17 Unauthorized Special Transactions**

1. In the event of unauthorized uses of the Corporate Card in the special transactions described in Article 8, 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. Amex will be liable for losses incurred from unauthorized use of Cardmember's Corporate Card from the time the Corporate Card is stolen or lost until the time the Cardmember completes the card loss report procedure referred to above, unless the Cardmember has acted in the manner specified in Article 16, Paragraph 2 above, or under any of the following circumstances:

- (1) 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.
- (2) The Cardmember delays or refuses to complete the process for renewal Corporate Card.
- (3) 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.

## **Article 18 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 in the event:
  - (1) the Corporate Card is lost or stolen, smudged, demagnetized, scratched, or no longer usable due to other reasons, and the Cardmember has applied to Amex for a new card.
  - (2) the Cardmember does not terminate this Agreement and the Corporate Card expires. However, in such cases, a prior review process will be required.
  - (3) Amex did not terminate this Agreement in accordance with Article 22 and issues renewal card upon Corporate Card expiry. However, in such cases, a prior review process will be required.
  - (4) As a result of termination of any agreements for co-branded cards, recognition cards or store cards, Amex issues a new card in accordance with the previous agreement between Amex and Cardmember. However, Amex shall first notify the Cardmember in writing or via electronic documents as agreed with the Cardmember.
  - (5) Amex issues the new card because a spinoff, merger or assets transfer has occurred. In such event, Amex shall notify Cardmember in writing or via electronic documents as agreed

- with Cardmember in advance.
2. If Cardmember does not object to the notice prescribed in the preceding sub-paragraphs 1(4) and 1(5) within a certain period, Amex will deem that the Cardmember has consented.
3. 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 before the Corporate Card expires. Alternatively, within seven (7) days after receipt of a new Corporate Card from Amex, Cardmember may notify Amex of cancellation of this Agreement without having to provide any reason or paying any expense or fees. The preceding provision does not apply when Cardmember has already started using the newly issued card.

## **Article 19 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 22 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 to the Cardmember shall be in writing and shall contain the reasons for the set-off, the type and amount of set-

off, that overdue payments shall be set-off first, and payments that are not yet due shall be set-off after.

## **Article 20 Modification of Agreement**

1. Amex shall notify the Cardmember in writing, e-mail, or other methods agreed by the Cardmember of any amendments, supplements or deletions to this Agreement. Amendments shall automatically become effective if Cardmember does not object within seven (7) days after the receipt of Amex notice. If Cardmember objects, Cardmember shall notify Amex to terminate the Agreement within the objection period.
2. However, amendments of any of the following matters, shall require sixty (60) days prior written notice to the Cardmember by electronic means or otherwise, setting out the amendments, the original terms and the amended terms before effecting the change. Amex shall also inform Cardmember of the right of the Cardmember to object before the changes take effect, and of the fact that such amendment, supplement or deletion shall automatically become effective if the Cardmember does not object before that time limit. In addition, Amex shall inform the Cardmember that if Cardmember has any objection to the changes, the Cardmember may notify Amex to terminate the Corporate Card before the 60 day time limit specified above,

and may request a partial refund of annual fee based on the actual number of months during which the card is valid (a partial month is not counted as one month) after the Agreement terminates provided the Cardmember has personally paid the annual fee:

- (1) Amex increases any charges that might be borne by the Cardmember.
  - (2) Amex changes the Corporate Card's uses, and the method of handling of loss, theft or destruction of the Corporate Card.
  - (3) Amex changes the Cardmember's rights and obligations with respect to unauthorized use of the Corporate Card by a third party.
  - (4) Amex changes the procedure for handling disputed Corporate Card transactions and the material regulations prescribed by the credit card international organizations.
  - (5) Amex changes the validity period and/or the applicable terms and conditions relating to the Corporate Card benefits or services.
3. Subject to paragraph 4 below, Amex may adjust the annual fee, service fee, liquidated damages or other fees, and the terms and conditions relating to Cardmember benefits or services on a quarterly basis according to the preceding paragraph.
  4. Except for reasons not attributable to Amex and requires adjustment within the period where such benefits or services will be provided, or if the terms

of any benefits or services which have been notified to the Cardmember or announced by Amex are changed pursuant to Sub-paragraph 2(5) above for reasons attributable to Amex, and the Cardmember retains and uses the Corporate Card after the 60 day period, the Cardmember will be deemed to have accepted and consented to the change. If the Cardmember does not consent to the change, the Cardmember may terminate the agreement within the 60 day period and request for a partial refund of the annual fee in accordance with Paragraph 2 above.

## **Article 21 Restrictions on Use**

1. If any of the following events occur, Amex may, without prior notice or reminder to the Cardmember, suspend Cardmember's Corporate Card privileges but Amex shall promptly notify the Cardmember thereafter by giving notice to the Authorized Person acting on behalf of the Cardmember:

(1) Cardmember provides false information on the application form, fails to sign the Corporate Card, transfers the possession of Corporate Card, fabricates false transaction, collude with any third party or Merchants to commit fraud in the attempt to obtain cash or other benefits by using the Corporate Card, or uses the

Corporate Card to obtain finance directly or indirectly from the cash withdrawal service provider which has not been approved by the competent authority or has not been commissioned by Amex to engage in such business.

(2) Cardmember intentionally or through gross negligence reveals to any third party the method of verifying Cardmember's identity for cash withdrawal or other transactions via ATM.

(3) Cardmember fails to repay the Charges indicated on the Statement of Account in full for two consecutive billing cycles.

(4) Cardmember applies for settlement, bankruptcy or corporate reorganization in accordance with the bankruptcy law, or is rejected by the TCH, winds up its business, or undergoes debt consolidation.

(5) Cardmember is the statutory agent, representative or manager of a corporate entity/non-corporate entity whose cheque is rejected by the TCH.

2. If any of the following events occur, Amex may suspend Cardmember's Corporate Card privileges to the extent Amex deems necessary, after giving the Cardmember prior notice or reminder, and if the Cardmember fails to provide a reasonable explanation and if Amex consider the situation to be material.

The aforesaid notice to Cardmember may be given to the Authorized Person acting on behalf of the Cardmember:

- (1) The Cardmember fails to repay the Charges indicated on the Statement of Account in full for any one billing cycle.
- (2) The Cardmember's cheque is dishonoured due to insufficient funds, or the Cardmember is the statutory agent, representative or manager of a corporate entity/ noncorporate entity whose cheque is rejected by the TCH.
- (3) The Cardmember's Corporate Card privileges were suspended or any other credit card issuer suspends the Cardmember's right to use a card or terminates the credit card agreement with the Cardmember because of the events prescribed in Article 21, Paragraph 1.
- (4) The Cardmember's main assets are subject to compulsory execution, provisional attachment or other enforcement procedures.
- (5) The Cardmember is sued for tax obligations, or is prosecuted in a criminal case.
- (6) Cardmember's occupation, financial resources or debt amount (including but not limited to debt incurred by the credit card, charge card, cash card or other consumers loans issued or provided by the financial institutions) has changed and there

are sufficient facts to support Amex's decision to decrease Cardmember's credit evaluation.

\* We have conspicuously marked Article 21, Paragraphs 1 and 2, and Article 22, Paragraphs 6 and 7 to bring it to Cardmember's attention because the contents described in such paragraphs are not identical to the contents of the Model Contract published by the regulator. If Cardmember disagree with any paragraphs of this Article, Cardmember may notify Amex in writing of intent to terminate this Agreement before it becomes effective or at any time after this Agreement becomes effective.

3. Amex may at its discretion reinstate Cardmember's originally Corporate Card privileges after the circumstances provided in Paragraph 1 or Paragraph 2 hereof cease to exist, or Amex accepts the explanations given by Cardmember, or Cardmember pays part of the payment due or furnish proper security.

## **Article 22 Acceleration and Termination of Agreement**

1. If any of the events provided in Article 21, Paragraph 1 occurs, Paragraph 6 of this article occurs, or this Agreement is terminated, Amex may, without prior notice or reminder to Cardmember, accelerate and declare all of the Cardmember's obligations due and payable at once.

2. If any of the events provided in Article 21, Paragraph 2 occurs, Paragraph 7 of this article occurs, or the Cardmember dies, Amex may, after giving prior notice or reminder, accelerate and declare all of the Cardmember's obligations due and payable at once.

3. Upon the cessation of the events referred in Paragraphs 1 and 2 hereof, or Amex's acceptance of Cardmember's explanations, or if Cardmember makes payment of amount due in full or in part, or furnishes adequate security, Amex may reinstate Cardmember's original payment terms.

4. The Cardmember may terminate this Agreement at any time. The Company may notify Amex in writing to suspend Cardmember's privilege to use Corporate Card at any time.

5. If any of the events provided in Articles 21, Paragraph 1 or Paragraph 2 occurs, Paragraphs 6 and 7 of this article occurs, or if the Corporate Card is about to expire, Amex may terminate this Agreement in writing by notice to the Cardmember. In addition, if the Cardmember is a sanctioned party pursuant to the Anti-Terrorism Financing Act, or a confirmed or monitored terrorist by foreign governments or international anti-money laundering organizations, Amex may also refuse any business transactions and terminate the Card. With exceptions that there are mandatory prohibitions by law, Amex may cancel the card used by the

Corporate Card Cardmember at any time by giving at least 30 days' written notice in advance based on concerns such as risk, safety, and the Corporate Card Cardmember's financial situation, credit record, consumption record, and repayment status.

6. If any of the following events occur, Amex may, without prior notice or reminder to the Cardmember, suspend Cardmember's Corporate Card privileges but Amex shall promptly notify the Cardmember thereafter by giving notice to the Authorized Person acting on behalf of the Cardmember:

(1) Cardmember is sentenced to imprisonment in a criminal case or Cardmember's major assets are confiscated by the government.

(2) Cardmember did not pay the annual fee or service fee according to Article 6 herein in a timely manner.

(3) Cardmember breaks down a single transaction into two or more card charges in situations other than (1) a shortfall (in purchase payment) which is paid by Cardmember in cash or cheque; or (2) a purchase where the delivery (of goods or service) is deferred, where a deposit is paid first and the remainder will be paid at the time of delivery or provision of service.

(4) Company notifies Amex to cancel or suspend Cardmember's Corporate Card privileges.

(5) The agreement between Amex and the Company in respect of the Corporate Card Account is terminated for any reasons.

7.If any of the following events occur, Amex may suspend Cardmember's Corporate Card privileges to the extent Amex deems necessary, after giving the Cardmember prior notice or reminder, and if the Cardmember fails to provide a reasonable explanation and if Amex consider the situation to be material. The aforesaid notice to Cardmember may be given to the Authorized Person acting on behalf of the Cardmember:

(1) The Cardmember violates Article 2, Paragraph 2 herein such that Amex cannot contact the Cardmember at the mailing address or phone number stated on the original application form, or the Cardmember's occupation or employment changes and such changes affects Amex's original assessment of Cardmember's credit.

(2) Cardmember has other unpaid debts or past due payment of principal or interest on other debts to Amex (including head office and branches), or has poor credit record of late/overdue payment, credit card being suspended or cancelled by card issuer, having debt paid off by relatives, having bad debt, or undergoing debt negotiation.

(3) Cardmember fails to furnish security to Amex in accordance with any other relevant agreement.

(4) The sum of Cardmember's debt obligations to all financial/credit card institutions in Taiwan each month (including secured and unsecured debts) exceeds Cardmember's average monthly income.

(5) The total outstanding balance of Cardmember's unsecured debts to all financial/credit card institutions in Taiwan has increased significantly as compared to the total outstanding balance when Cardmember applied for Corporate Card.

(6) The total outstanding balance of Cardmember's unsecured debts (including debt arising from charge card, credit card, cash card and unsecured loan) to all financial institutions exceeds 22 times Cardmember's average monthly income.

(7) The Cardmember does not provide Amex as requested with Cardmember's latest financial statement and relevant financial and credit information (including but not limited to the credit lines and debts from and to all financial institutions) acceptable to Amex to show Cardmember's ability to pay off all debts.

(8) The Cardmember fails to perform or is in breach of Corporate Card related agreements, including this Agreement, Corporate Card application, cash withdrawal application, and Corporate Card notices.

(9) If the Cardmember refuse to cooperate with periodic or non-periodic refresh(Including but not limited to suspected illegal activities, suspected money laundering, financing of terrorist activities or special cases reported by the media involving illegal activities, etc.), refuse to explain the nature of the transactions, or refuse to explain the source of funds, Amex may suspend the transaction, or temporarily suspend use of the Card.

(10) If Amex has reasonable suspicion that the cardholder or any of Corporate Card Cardmember's transactions are linked to financial crimes or other related risks, or Amex based on its judgment is acting for the purpose of conducting detection, investigation and prevention of reasonable suspicions related to financial crimes or other related risks.

8. Notwithstanding Article 22, Paragraph 5, in the event that (1) the Company notifies Amex in writing to suspend or

terminate the Cardmember's right to use the Corporate Card, (2) the agreement between Amex and the Company for the Corporate Card Account is terminated for any reasons, or (3) the Cardmember fails to pay the annual fee or the service fee in a timely manner in accordance with Article 6 herein, Amex may terminate this Agreement in writing without prior notice or reminder to the Cardmember.

9. Except otherwise agreed, 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 23 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 24 General Process of Outsourced Matters**

1. The Cardmember agrees that for transactions billings and payments, data processing, matters permitted by



the relevant regulator or relevant laws which Amex may outsource to others to handle, or matters ancillary to this Agreement, to the extent necessary, 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.
2. When Amex outsource matters in accordance with the above Paragraph 1, Amex shall supervise and ensure that users of such data comply with privacy requirements of relevant laws, and shall not disclose such information to any third party.

3. When a third party that has been appointed by Amex pursuant to relevant outsourcing regulations to process matters violates the Personal Data Protection Law, causing the personal data to be unlawfully collected, processed, used, or other acts infringing on Cardmembers' rights and benefits, Cardmember may claim against Amex and such third party jointly and severally in accordance with the Civil Code, Personal Data Protection Law, or other relevant regulations.

#### **Article 25 Special Process for Outsourced Matters – Disclosure Obligation for Outsourcing of Collections**

1. In the event of delayed payment of Charges, Amex may outsource the debt collection and to notify the Cardmember in writing prior to such outsourcing. The notice shall contain the name of the outsourced debt collection agency, the debt amount, the retention period for audio recordings, and other relevant matters in accordance with relevant regulations.
2. Amex shall disclose the basic information of such outsourced debt collection agency on its website and place of business.
3. In the event Amex does not notify the Cardmember pursuant to Paragraph 1 above, or the outsourced collection

agency does not comply with relevant laws in its debt collection, Amex shall be jointly and severally liable for damages to Cardmember.

#### **Article 26 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 20 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 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.

## **Article 27 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. However, the jurisdiction of small claim courts under Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil Procedure on small claim court shall not be excluded by this article.

## **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 Amex Insurance Subsidiary.

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 August 2024. 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.  
12 Fl., 363 Fu Hsing North Road, Taipei 105, Taiwan, R.O.C.

## 美國運通企業卡會員總約定條款 (連帶責任)

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」)間,因申請持用美國運通企業卡事宜(下稱「企業卡」),雙方約定並願遵守下列各約定條款:

### 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之個人。

「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」：係符合第十五條定義之日。

「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。

「帳單」：指美國運通交付持卡人之交易明細暨繳款通知書。

## 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、處理、利用及國際傳輸

- 一、美國運通僅得於企業卡申請或履行契約之目的範圍內，蒐集、處理、利用及國際傳輸企業卡會員之個人資料及與金融機構之往來資料。但相關法規另有規定者，不在此限。
- 二、基於前項之特地定範圍內，企業卡會員同意美國運通得將企業卡申請人或企業卡會員之個人資料及予美國運通之往來資料(以下簡稱個人資料)提供予往來之金融機構、財團法人聯合信用卡處理中心、財金資訊股份有限公司、美國運通信用卡國際組織、財團法人金融聯合徵信中心、票據交換所、公司及公司之母公司、子公司與關係企業依法令規定蒐集、處理、利用及國際傳輸其個人資料。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、處理、利用及國際傳輸之特定目的是否存在。
- 三、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,其可隨時通知美國運通,美國運通將於收到該通知後三十天內將申請人之個人資料自該名單內刪除。

- 四、受美國運通遵循委託相關法令委任代惟處理事務之第三人及企業卡會員同意之對象等第三人,亦得隨時於相關法規所允許之範圍內,蒐集、處理、利用及國際傳輸個人資料。但美國運通提供於該第三人之企業卡會員個人資料如有錯誤或變更時,美國運通應主動適時更正或補充,並要求前述機構更正或補充,及通知企業卡會員。
- 五、受美國運通遵循相關法令委任為處理事務之人違反個人資料保護法規定,致個人資料遭不法蒐集、處理、利用或其他侵害企業卡申請人或企業卡會員權利者,企業卡申請人或企業卡會員得依民法、個人資料保護法或其他相關法令規定,向美國運通

及受美國運通遵循相關法令委任代為處理事務之人請求連帶賠償。

- 六、企業卡申請人或企業卡會員提供美國運通之相關資料,若遭受美國運通以外之機構或人員竊取、洩漏、竄改或其他侵害者,應儘速以適當方式通知企業卡申請人或企業卡會員,且企業卡申請人或企業卡會員向美國運通要求提供相關資料流向情形時,美國運通應即提供企業卡申請人或企業卡會員該等資料流向之機構或人員名單。
- 七、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,提供給公司及公司之母公司、子公司與關係企業。
- 八、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十三條第一項之規定。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 契約雙方之基本義務

- 一、美國運通應以善良管理人之注意，辦理企業卡會員於美國運通自行或由各收單機構提供之特約商店，使用企業卡而取得商品、勞務、其他利益或運通提現，並依與企業卡會員約定之指示方式為企業卡會員處理使用企業卡交易款項之清償事宜。如經美國運通同意減收或免收年費者，亦同。
- 二、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或其卡片上的資料交付他人或授權他人使用。
- 三、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。
- 四、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。
- 五、企業卡會員預期自己將無意願或無能力支付應付帳款之全部或一部時，不得使用企業卡。
- 六、企業卡會員違反第二項至第五項約定致生之應付帳款者，亦應對之負清償責任。
- 七、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。

- 八、美國運通應確保廣告內容之真實，對企業卡會員所負之義務不得低於廣告之內容。
- 九、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。於授權代表收受美國運通依照本契約第二十條所為之通知後，企業卡會員未於本契約第二十條所定之期間內表示異議者，得視為企業卡會員同意該變更。

## 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)，且不得以第二十一條，或第二十二條第四項，或第二十二條第五項之事由或其他事由請求退還年費。但本條



第二項、第十八條第三項及第二十條約定之情形，不在此限。

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) 比例退還部分年費。

三、美國運通於企業卡會員收到所申請企業卡之日起七日內，經企業卡會員通知解除契約者，不得向企業卡會員請求負擔任何費用。但企業卡會員已使用企業卡者，不在此限。

四、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。

五、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 一般交易及退貨等處理程序

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，並以企業卡會員應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、簽名欄為空白、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、業依第十六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/或第五條第七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 特殊交易

- 一、關於以企業卡進行郵購、電話訂購、傳真、網際網路、行動裝置、自動販賣設備等於自動化設備上辦理運通提現或其他無須企業卡會員簽名之交易，美國運通得以電話確認企業卡會員之身分證號碼、電話、收貨單上之簽名或郵寄憑證或其替代於簽帳單上簽名。
- 二、企業卡會員原需以簽名方式結帳之交易，倘國內消費金額於新臺幣三千元以下或國外消費金額於美國運通信用卡國際組織規定以免簽名交易者，特約商店得以免簽名方式結帳。

## 第九條 運通提現

- 一、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%或新臺幣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，請參見美國運通「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。

## 第十條 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十二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買賣後，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。

## 第十一條 帳單及其他通知

- 一、在不影響第五條第十項規定前提下，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帳單地址以電子文件或其他方式寄送企業卡會員帳單。如企業卡會員於當期繳款截止日起七日前仍未收到帳單，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帳單，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帳單，美國運通得按每份(每帳款期間)收取新臺幣100元之補發帳單手續費。
- 三、美國運通將企業卡會員延遲繳款超過一個月以上、強制停卡、催收及呆帳等信用不良之紀錄登錄於聯徵中心前，須於報送五日前將登錄信用不良原因及對企業卡會員可能之影響情形，以書面或經企業卡會員同意之電子文件告知企業卡會員。
- 四、企業卡會員於申請表格所載之帳單地址或其他聯絡方式有所變更而未通知美國運通者，則以最後知悉之帳單地址或申請表格上所載帳單地址為美國運通應為送達之處所。

- 五、在不影響第五條第十項規定前提下，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，即推定已合法送達於企業卡會員。
- 六、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。
- 七、美國運通得以書面方式向企業卡會員寄送帳單或其他通知。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。

## 第十二條 帳款疑義之處理程序

- 一、企業卡會員如對帳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。企業卡會員請求美國運通向收單機構調閱簽帳單或退款單時，約定由企業卡會員給付調閱簽帳單手續費者，如調查結果發現企業卡會員確係遭人盜刷或帳款疑義非可歸責於企業卡會員之事由時，其調閱簽帳單手續費由美國運通負責。
- 二、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帳單或扣款。

- 三、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，企業卡會員於受美國運通通知後應立即繳付之。
- 四、企業卡會員與特約商店發生消費糾紛時，美國運通應予協助，有疑義時，並應為有利於消費者之處理。
- 五、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。
- 六、如企業卡會員未依第一項約定程序通知美國運通者，推定帳單所載事項無錯誤。

### 第十三條 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	連帶責任
企業卡會員應負責清償美國運通之款項	就所有應付帳款與公司負連帶清償責任
公司應負責清償美國運通之款項	就所有應付帳款與企業卡會員負連帶清償責任

- 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、企業卡會員應依第一項約定繳款。美國運通就企業卡會員已付款項依序抵沖當期帳款中之費用、前期剩餘未付款項、新增當期帳款之本金。
- 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。
- 五、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，於寄發帳單時，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。

#### 第十四條 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，於不違反法令之強行規定範圍內，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臺幣1,000元，美國運通將於次一月份帳單結帳日後七日內收取

新臺幣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。

#### 五、違約金之計算方式範例如下：

違約金之計算方式範例如下：假設張志浩先生為企業卡會員，結帳日為每月29日而次一月份帳單所載之結帳日則為次月29日：  
9月29日 張志浩先生的企業卡消費款項為NT\$19,486  
10月6日 張先生向美國運通繳付NT\$10,000  
10月29日 張先生未清償之企業卡消費款項為新臺幣9,486元（19,486-10,000=9,486）。  
因此張先生應支付違約金新臺幣300元。如張先生之前期帳單未包含違約金，本期違約金將於結帳日後第7日，即11月5日計收

如張先生於下個月結帳日前，即11月29日，仍有未清償之帳款，則違約金將即刻於結帳日11月29日計收。

#### 第十五條 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臺幣結付。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臺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臺幣，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。

## 第十六條 卡片被竊、遺失等情形

- 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、企業卡會員自辦理上開掛失停用手續時起被冒用所發生之損失，概由美國運通負擔。但有下列情形之一者，企業卡會員仍應負擔辦理掛失停用手續後被冒用之損失：
  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。

- 三、企業卡會員就企業卡每次被冒用所產生損失之自負額以新臺幣1,000元為限。企業卡會員自完成掛失停用手續時起被冒用所發生之損失，企業卡會員如有第二項但書之情形，前開自負額之規定不適用。企業卡會員完成掛失停用手續前被冒用所發生之損失，企業卡會員如有第二項但書及第四項但書之情形，且美國運通能證明已盡善良管理人之注意義務者，前開自負額之規定不適用。另有下列情形之一者，企業卡會員免負擔自負額：

1. 企業卡會員於辦理企業卡掛失手續時起前二十四小時內被冒用者。
2. 冒用者在簽單上之簽名，以肉眼即可辨識與持卡人之簽名顯不相同或以善良管理人之注意而可辨識與企業卡會員之簽名不相同者。

- 四、企業卡會員如無本條第二項但書及下列情形之一者，企業卡會員自發生企業卡遺失或被竊(或自企業卡會員就在自動化設備辦理運通提現完成掛失手續)時起至企業卡會員完成上開掛失停用手續止，被冒用所發生之損失概由美國運通負擔：

1. 企業卡會員得知企業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。

2. 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。

五、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。

### 第十七條 遭冒用之特殊交易

一、企業卡會員之簽帳卡如有遭他人冒用為第八條特殊交易之情形，企業卡會員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機構辦理停卡及換卡手續。但如美國運通認有必要時，得於受理停卡及換卡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。

二、企業卡會員辦理停卡及換卡手續前被冒用所發生之損失，概由美國運通負擔。但有前條第二項但書或下列情形之一者，企業卡會員應負擔辦理停卡及換卡手續前被冒用之全部損失：

1. 企業卡會員得知簽帳卡遭冒用等情形而怠於立即通知美國運通者，或企業卡會員發生簽帳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。
2. 企業卡會員經美國運通通知辦理換卡，但怠於辦理或拒絕辦理換卡者。
3. 企業卡會員於辦理簽帳卡停卡及換卡手續後，未提出美國運通所請求之文件、拒絕協助調查或有其他違反誠信原則之行為者。

### 第十八條 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。有下列情形之一者，美國運通得向企業卡會員製發新卡：

1. 因企業卡會員發生企業卡遺失、被竊、遭製作偽卡或有遭製作偽卡之虞等情形或污損、消磁、刮傷或其他原因致企業卡不堪使用而補發新卡，且企業卡會員以向美國運通提出申請。
2. 因企業卡有效期間屆滿時，企業卡會員未終止契約而續發新卡，惟應事先完成覆審程序。
3. 因企業卡有效期間屆滿時，美國運通未依第二十二條終止契約者而續發新卡，惟應事先完成覆審程序。
4. 因聯名卡、認同卡或店內卡合作契約終止，依美國運通與企業卡會員原申請契約規定換發新卡，惟美國運通應事先以書面或與企業卡會員約定之電子文件通知企業卡會員。
5. 因美國運通發生分割、合併或其他企業卡資產移轉等情形而換發新卡，惟美國運通應事先以書面或與企業卡會員約定之電子文件通知企業卡會員。

二、前項第一) 4.款及一) 5.款之通知，企業卡會員於一定期間未表示異議時即視為同意。

三、企業卡有效期間屆滿前，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，或於接獲續發新卡後七日內，以書面通知美國運通終止本契約，無須說明理由及負擔任何費用或價款，但已使用核發新卡者，不在此限。

## 第十九條 抵銷及抵充

- 一、企業卡會員經美國運通依第二十二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其他債權於必要範圍內期前清償，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，應以書面方式通知企業卡會員，其內容應包括行使抵銷權之事由、抵銷權之種類及數量，並就已屆清償期者先抵銷，未屆清償期者後抵銷。

## 第二十條 契約之變更

- 一、本契約約款如有修改或增刪時，美國運通以書面、電子文件或其他企業卡會員同意之方式通知企業卡會員後，企業卡會員於七日內不為異議者，視同承認該修改或增刪約款。企業卡會員如有異議，應於異議期間內通知美國運通終止契約。
- 二、下列事項如有變更，應於變更前六十日以書面或事先與企業卡會員約定之電子文件通知企業卡會員，並於該書面或電子文件以顯著明確文字載明其變更事項、新舊約款內容、暨告知企業卡會員得於變更事項生效前表示異議，及企業卡會員未於該期間內異議者，視同承認該修改或增刪約款；並告知企業卡會員如有異議，應於前項六十日之異議時間內通知美國運通終止契約，並得於契約終止後請求按實際持卡月份（不滿一個月者，該月不予計算）比例退還部份年費：
  1. 增加企業卡會員之可能負擔。

2. 變更企業卡使用方式及遺失、被竊或滅失時之處理方式。
  3. 變更企業卡會員對他人無權使用其企業卡後所發生之權利義務關係。
  4. 變更有關企業卡交易帳款疑義之處理程序與涉及企業卡會員權利義務之信用卡國際組織相關重要規範。
  5. 變更提供企業卡會員之各項權益、優惠或服務之期間及適用條件。
- 三、除本條第四項之規定外，美國運通得依本條第二項之方式按季調整年費、服務費、違約金或其他費用，以及與企業卡會員權益、優惠或服務相關之條件：
  - 四、除有不可歸責於美國運通之事由而有需於提供期間內調整之情形外，或美國運通已公告或通知之企業卡會員權益、優惠或服務之條件，因可歸責於美國運通之事由而依本條第二項第五款變更時，企業卡會員於六十天之期限後仍持有並使用企業卡者，企業卡會員將被視為已接受並同意此項變更。若企業卡會員不同意此項變更者，企業卡會員得於六十天之期限內終止契約並依本條第二項之規定要求比例退還部份年費。

## 第二十一條 企業卡使用之限制

- 一、企業卡會員如有下列事由之一者，美國運通無須事先通知或催告，得暫時停止企業卡會員使用企業卡之權利，但應立即通知代表企業卡會員之授權代表：
  1. 企業卡會員於申請時所填寫或提出之文件不實，或未於企業卡上簽名或將企業卡之占有移轉，或與他人或特約



- 商店偽造虛構不實交易行為或共謀詐欺而以企業卡簽帳方式或其他方式折換金錢或取得利益，或以企業卡向未經主管機關核准或非各信用卡組織委託辦理預借現金之機構或向他人直接或間接取得資金融通。
2. 企業卡會員因故意或重大過失而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告知他人者。
  3. 企業卡會員連續二期所繳付款項未達美國運通所定最低應繳金額（即全部應付帳款）者。
  4. 企業卡會員依法聲請和解、破產、更生、清算、前置協商、公司重整或經票據交換所宣告拒絕往來、停止營業或清理債務者。
  5. 企業卡會員為法人或非法人團體之法定代理人、代表人、管理人者，關於該法人或非法人團體經票據交換所公告拒絕往來者。
- 二、企業卡會員如有下列事由之一者，經美國運通事先通知或催告，且企業卡會員無法釋明正當理由，情節重大時，得暫時停止企業卡會員使用企業卡之權利。上開通知應寄發給代表企業卡會員之授權代表：
1. 企業卡會員有一期所繳付款項未達美國運通所定最低應繳金額（即全部應付帳款）者。
  2. 企業卡會員存款不足而退票，或其為法人或非法人團體之法定代理人、代表人、管理人，而該法人或非法人團體存款不足而退票者。

3. 企業卡會員因本條第一項事由，遭其他發卡機構暫停使用信用卡之權利或終止企業卡契約者。
4. 企業卡會員主要財產受強制執行者。
5. 企業卡會員因稅務關係被提起訴訟或因涉及財產犯罪遭刑事起訴者。
6. 企業卡會員職業、職務、經濟來源或舉債情形（包含但不限於各金融機構或發卡機構所核發信用卡、簽帳卡、現金卡及其他消費性貸款之總額度與往來之狀況）有所變動，有具體事實足供美國運通降低原先對企業卡會員信用之估計者。

\*本條第一項及第二項及第二十二條第六項及第七項之個別內容，因與主管機關公佈之定型化契約條款未盡相同，特予顯著標示，提請企業卡會員注意及同意。企業卡會員如不同意任一條款，得於本契約生效前或隨時以書面通知美國運通終止本契約。

- 三、美國運通於第一項或第二項各款事由消滅後，或經美國運通同意企業卡會員釋明之理由，或企業卡會員清償部分款項或提供適當之擔保者，得恢復原核給企業卡會員使用企業卡之權利。

## **第二十二條 喪失期限利益及契約之終止**

- 一、企業卡會員如有第二十一條第一項各款事由之一、本條第六項各款事由之一或本契約終止者，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、企業卡會員如有第二十一條第二項各款事由之一、本條第七項各款事由之一或企業卡會員死亡，經美國運通事先通知或催告後，美國運通得隨時縮短企業卡會員延後付款期限或視為全部到期。

三、美國運通於第一項或第二項之事由消滅後，或經美國運通同意企業卡會員釋明相當理由，或企業卡會員清償部分款項或提供適當之擔保者，得恢復企業卡會員原得延後付款之期限利益。

四、企業卡會員得隨時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。

五、企業卡會員如有第二十一條第一項或第二項之事由、本條第六項或第七項之事由，或企業卡有效期限將屆至者，美國運通得以書面通知企業卡會員終止契約。此外，企業卡會員若為資恐防制法指定制裁之個人、以及外國政府或國際洗錢防制組織認定或追查之恐怖分子，美國運通亦得拒絕業務往來並得逕行停卡。除法令有強制禁止之規定者外，美國運通基於風險、安全、企業卡會員之財務、信用、消費及還款狀況等考量，隨時以最少三十日前之書面通知取消企業卡會員使用之信用卡。

六、企業卡會員如有下列事由之一者，美國運通無須事先通知或催告，得暫時停止企業卡會員使用企業卡之權利，但應立即通知代表企業卡會員之授權代表：

1. 企業卡會員因刑事而受有有期徒刑以上之宣告或沒收主要財產之宣告者。

2. 企業卡會員未依第六條規定如期繳交年費或服務費者。

3. 除(1)以現金或支票支付差額或(2)因延後交貨而先支付訂金再於交貨時或提供服務時支付餘額以外，企業卡會員就單筆交易分刷二次或二次以上之簽帳單者。

4. 公司通知美國運通取消或暫時停止企業卡會員使用企業卡之權利者。

5. 公司與美國運通間就關於企業卡帳戶所簽訂之合約基於任何理由被終止。

七、企業卡會員如有下列事由之一者，經美國運通事先通知或催告，且企業卡會員無法釋明正當理由，情節重大時，得暫時停止企業卡會員使用企業卡之權利。上開通知應寄發給代表企業卡會員之授權代表：

1. 企業卡會員違反第二條第二項，美國運通已依原申請時填載資料之聯絡地址、電話通知而無法取得聯繫，或企業卡會員職業、職務或收入有所變動足以降低原先對企業卡會員信用之估計者。

2. 對美國運通（包括總機構及分支機構）其他債務延不償還，或其他債務有遲延繳納本金或利息或費用者，或於金融聯合徵信中心或其他類似機構，留有遲延/延滯繳款、強制停卡、親屬代償、呆帳、進行債務協商等信用不良紀錄者。

3. 企業卡會員依約定負有提供擔保之義務而不提供者。

4. 企業卡會員於台灣地區金融/信用卡機構所有負債之每月應償還金額總和(包括有擔保及無擔保債務)高於企業卡會員之平均月收入者。

5. 企業卡會員於台灣地區金融/信用卡機構之無擔保債務歸戶後總餘額，較其申請企業卡時之無擔保債務歸戶後總餘額有顯著增加者。
  6. 企業卡會員於全體金融機構之無擔保債務歸戶後之總餘額(包括簽帳卡、信用卡、現金卡及信用貸款)除以平均月收入達二十二倍時。
  7. 企業卡會員未依美國運通要求，於一定期限內提出經美國運通認可之最新財力證明文件及相關財務、信用紀錄資料(包括但不限於企業卡會員所有於金融機構之信用額度及負債情形)，以證明企業卡會員對所有債務之清償來源者。
  8. 企業卡會員未履行或違反本契約、企業卡申請書、運通提現申請書及企業卡相關通知者。
  9. 企業卡會員若不配合定期或不定期審視(包括但不限於懷疑涉及非法活動、疑似洗錢、資助恐怖主義活動或媒體報導涉及違法之特殊案件等)、對交易之性質與目的或資金來源不願配合說明，美國運通得暫時停止交易，或暫時停止使用卡片。
  10. 美國運通對企業卡會員或其任何交易有金融犯罪或其他相關風險之合理懷疑，或美國運通依其判斷，為進行與金融犯罪相關或其他相關風險之合理懷疑之偵查、調查及防制。
- 八、儘管第二十二條第五項之規定，如(1)公司以書面通知美國運通暫時停止或終止企業卡會員使用企業卡之權利，(2)公司

與美國運通間就企業卡帳戶所簽訂之合約基於任何理由被終止，或(3)企業卡會員未依第六條規定如期繳交年費或服務費，美國運通無須事先通知或催告企業卡會員，得逕行以書面終止契約。

- 九、除另有約定外，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。

### 第二十三條 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。

### 第二十四條 業務委託之一般處理

- 一、企業卡會員同意美國運通之交易帳款收付業務、資料處理業務、經主管機關許可或相關法令得委託他人處理之作業項目或其他與本契約有關之下列隨附業務，於必要時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。
- 二、美國運通依前項規定委外處理業務時，應督促並確保該等資料利用人遵照相關法令之保密規定，不得將該等有關資料洩漏於第三人。
  - 三、受美國運通委託處理資料利用人違反個人資料保護法規定，致個人資料遭不法蒐集、處理、利用或其他侵害持卡人權利者，企業卡會員得依民法、個人資料保護法或其他相關法令規定，向美國運通及其委託處理資料利用人請求連帶賠償。

## 第二十五條 委外業務之特別處理-委外催收之告知義務

- 一、企業卡會員如發生遲延返還應付帳款時，美國運通得將債務催收作業委外處理，並應於債務委外催收前以書面通知企業卡會員。通知內容應依相關法令規定，載明受委託機構名稱、催收金額、催收錄音紀錄保存期限，及其他相關事項。
- 二、美國運通應將受委託機構基本資料公佈於美國運通營業場所及網站。
- 三、美國運通未依第一項規定通知或受委託機構未依相關法令規定辦理催收，致企業卡會員受損者，美國運通應負連帶賠償責任。

## 第二十六條 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十九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。

## 第二十七條 管轄法院

一、因本契約涉訟時，除法律所規定之法院有管轄權外，雙方同意以台灣台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或民事訴訟法第四百三十六條之九規定小額訴訟管轄法院之適用。

## 「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2024年8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。